

prince b. quaye ,c/o laura akoto,box 757,agona swedru,central region,ghana,west africa

Last Name	First Name	Middle Name	Arrival Port	Encounter Date	Date Of Birth	Document Number	Document Type	Direction
BREWER	DENNIS		SEA	2/8/1994	██████	071301873	PASSPORT NUMBER	Inbound
BREWER	DENNIS		DEN	3/11/1994	██████	071301873	PASSPORT NUMBER	Inbound
BREWER	DENNIS			7/4/2005	██████			Inbound
BREWER	DENNIS SHELDON		LHR	8/22/2007	██████	075568920	PASSPORT NUMBER	Outbound
BREWER	DENNIS SHELDON		EWR	8/26/2007	██████	075568920	PASSPORT NUMBER	Inbound
BREWER	DENNIS	S	DXB	5/2/2015	██████			Outbound



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# BLACKPOOL GROUP, INC.

INFLUENCING THE DESTINY OF COMPANIES

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## PRIVATE PLACEMENT DESK

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WINNETT PERICO, INC.

WALL ST

477 MADISON AVENUE  
SIXTH FLOOR  
NEW YORK, NEW YORK 10022

212.367.7079

# **WINNETT PERICO, INC.**

## **AN ORGANIC FARM & RANCH DEVELOPER**



## WINNETT PERICO, INC.

### A PRIVATE OFFERING

THIS PRESENTATION MAY NOT BE READ, CIRCULATED, DISTRIBUTED, REPRODUCED, OR OTHERWISE USED FOR ANY PURPOSE OTHER THAN THE PURPOSE DESCRIBED HEREIN

WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED IN THIS DOCUMENT. WE RESERVE THE RIGHT TO AMEND, REPLACE AND/OR SUPPLEMENT THIS DOCUMENT AT ANY TIME AND UNDERTAKE NO OBLIGATION TO PROVIDE THE RECIPIENT WITH ACCESS TO ADDITIONAL INFORMATION. NOTHING IN THIS DOCUMENT IS, OR SHOULD BE RELIED UPON AS, A PROMISE OR REPRESENTATION AS TO THE FUTURE. THE INFORMATION CONTAINED IN THIS DOCUMENT DOES NOT PURPORT TO BE ALL-INCLUSIVE OR TO CONTAIN ALL THE INFORMATION AVAILABLE.

THIS PRESENTATION DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY SECURITIES. SUCH AN OFFER OR SOLICITATION, IF MADE, WOULD BE SOLELY BY WAY OF THE CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM RELATING TO THE OPPORTUNITIES CONTEMPLATED IN THIS MEMORANDUM.

THIS DOCUMENT MAY CONTAIN FORWARD-LOOKING STATEMENTS BASED ON YOUR COMPANY'S EXPECTATIONS AND PROJECTIONS ABOUT THE METHODS BY WHICH IT EXPECTS TO INVEST. THOSE STATEMENTS ARE SOMETIMES INDICATED BY WORDS SUCH AS "EXPECTS," "BELIEVES," "WILL," AND SIMILAR EXPRESSIONS. IN ADDITION, ANY STATEMENTS THAT REFER TO EXPECTATIONS, PROJECTIONS, OR CHARACTERIZATIONS OF FUTURE EVENTS OR CIRCUMSTANCES, INCLUDING ANY UNDERLYING ASSUMPTIONS, ARE FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS ARE NOT GUARANTIES OF FUTURE PERFORMANCE AND ARE SUBJECT TO CERTAIN RISKS, UNCERTAINTIES, AND ASSUMPTIONS THAT ARE DIFFICULT TO PREDICT. THEREFORE, ACTUAL RETURNS COULD DIFFER MATERIALLY AND ADVERSELY FROM THOSE EXPRESSED OR IMPLIED IN ANY FORWARD-LOOKING STATEMENTS AS A RESULT OF VARIOUS FACTORS.

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## INVESTMENT SUMMARY

### KEY INVESTMENT MERITS

SECURITY	CONVERTIBLE PREFERRED
TOTAL OFFERING	\$10M
OFFERING PRICE	\$100 PER SHARE
MINIMUM COMMITMENT	\$200K
CONVERSION RATIO	10:1
ANTI-DILUTION PROTECTION	WACC

- Winnett Perico has identified a number of properties for acquisition that will be developed as organic farms and ranches.
- The Company has EB-5 commitments for capital in the amount of \$40M in equity and a debt commitment of \$38M that will be available to the Company in October.
- The proceeds from this offering will be used as seed capital to option properties and complete the Company's capital formation.

This presentation, which contains brief, selected information pertaining to the business affairs of the Company, has been prepared by Winnett Perico, Inc., to provide general information about the Company.

This is not an offer to sell, or a solicitation of an offer to buy securities. as such offer of solicitation can only come through the offering's Memorandum. This material cannot, and does not, replace the Memorandum, and the Memorandum supersedes this material in all respects. This investment involves various degrees of risk, including financing risks and risks associated with market fluctuations. Please refer to the "Risk Factors" section of the Memorandum.

**COMING SOON**

**WINNETT PERICO, INC.**

**PRIVATE OFFERING**

# TODAY, THE PRIVATE PLACEMENT MARKET IS MORE COMPLEX THAN EVER.

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## WHAT HAS CHANGED?

1

### **The Private Placement Market is Large, and Highly Competitive**

The Private Placement Market is a \$100 billion dollar per year industry with over 400,000 companies seeking capital at any given time with many large high-quality companies consistently tapping this market.

2

### **Lack of Sufficient Early Stage Capital**

Given the number of large high-quality companies tapping this market, there is a lack of sufficient capital for small private companies and early stage public companies.

3

### **Investors Face High Levels of Asymmetric Information**

Small Company Private Placements have historically attracted poorly performing companies; investors face the problem of separating the good companies from bad. Therefore, there is an increasing need for companies to engage advisors that have long standing relationships with investors.

*This Presentation Is An Introduction To How BlackPool Group Is Assisting Small Private Successfully Navigate the Private Placement Markets.*

# PRIVATE PLACEMENT

A VELOCITY OF CAPITAL

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Whether taking on the placement of \$100 Million or \$1 Million BlackPool will only commit to, and assure the completion of, transactions that can be executed within 90 days of engagement.

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## PRIVATE COMPANY EQUITY

**F**or private companies seeking growth of acquisition capital, the success of a private placement rides on having well-established relationships with institutional and accredited individual investors actively seeking direct investment opportunities with growth-oriented companies. For start-ups, the best option is seed and/or venture funds.

## PUBLIC COMPANY EQUITY

**F**or small companies that have gone public early in their growth cycle while under-capitalized, navigating the capital markets can prove hazardous. A private placement is usually the quickest and most cost effective option to raise much needed capital; often it is the only option. Partnering with the right PIPE investor, one who is committed to the long-term success of the company, is paramount.

## AN ORCHESTRATED PROCESS

**E**mploying our distribution capabilities, we target a specific group of investors and organize meetings that can effectively maximize management's time. In our experience, an orchestrated process increases the momentum of the transaction and thereby, its competitiveness.

While working with only the most attractive companies seeking capital, BlackPool will match the company's financing objectives with high-quality financial and strategic investors. We have one of the most effective distribution platforms, including relationships with non-buyout private equity funds, insurance companies, pension funds, family offices, sovereign wealth funds, bank proprietary principle investment desks and wealthy individuals. This broad distribution structure creates better pricing, promotes rapid completion of transactions and minimizes management's time away from their business.



# MEETING OBJECTIVES

## SOLUTIONS

BlackPool's private placement desk provides a number of advantages which are ideal highly customized to our clients' financing objectives, and can be extremely flexible to meet specific business needs.

**BLACKPOOL WILL NOT ACCEPT AN ENGAGEMENT UNLESS WE CAN PROVIDE THE CLIENT WITH 100% ASSURANCE THAT THE PLACEMENT WILL CLOSE WITHIN 90 DAYS OF ENGAGEMENT.**

The private placement market is a large, sophisticated market with a wide range of individual and institutional investors who are willing to work out unique financings that fit your specific needs.

We have a long history with investors across the full market spectrum including commercial banks, specialty finance companies, leasing companies, commercial paper conduits, insurance companies, debt funds, equity funds who focus solely on small company financings.

While specializing in privately placed equity, we have the ability to introduce companies to investors across all asset classes.



SOLUTIONS

2

# POSITIONING THE COMPANY

A COLLABORATION

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BlackPool has developed a unique set of skills and resources that position companies to successfully complete their transactions; chief among them are a formidable network of relationships on “Main Street” and “Wall Street.”

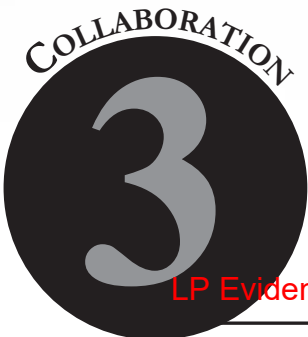
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## *AN INTENSELY FOCUSED AND PLANNED PROCESS*

Although far from formulaic, BlackPool’s Private Placement transactions share some of the same basic features. We collaborate with clients to determine the type of investors they would like to have participate in their Private Placement, then we work with them to structure the offering and the offering materials to attract the desired investors.

Once the placement is launched, we begin approaching our investors and are in daily contact with clients to provide an accounting of investors contacted, and arranging for conference calls and meetings. While sales materials will be sent from BlackPool’s office, all memorandum deliveries will originate from the clients office.





# DELIVERING VALUE

## STEWARDSHIP

Paramount to success is the recognition that closing the transaction is only the beginning of the process of delivering value. For BlackPool, success depends not only on closing transactions, but also cultivating and nurturing companies.

### *ADDING VALUE THROUGH RESPONSIBLE STEWARDSHIP*

Upon completion of the transaction, BlackPool will engage management in ongoing, productive dialogue designed to keep us aware of the company's ongoing capital needs, possible mergers, acquisitions, joint ventures or strategic alignments that can continue to unlock value for shareholders.

Striving to create long-term growth, BlackPool will present detailed recommendations to clients designed to stimulate performance, if public, resulting in a re-rating of the company's shares in the public markets; if private, resulting in increased owner benefit.



# EQUITY DRIVES THE COMPANY

FINANCE

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BlackPool's creativity in assisting with financial structuring can unlock value and place companies at a competitive advantage; and, BlackPool's transactional capabilities are enhanced by its presence in the capital markets.

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*SUCCESS IS PREDICATED ON THE COMPANY CREATING A STRONG EQUITY BASE.*

Ultimately, to create a significant company, commitments from multiple sources of capital are necessary - institutional equity, senior and subordinated debt, lines of credit and individual investors.

The most important part of the capital structure is equity. Starting with the proper equity base allows the other capital components to fall into place. Equity also gives management the firepower and confidence necessary to execute the business plan.



FINANCE

5



# MANAGEMENT COMMITMENT

## TIME & FEES

The key to Capital Formation is to get to where outside investors can see and feel the venture, as well as understand that Management has mitigated some of the risk before seeking outside capital.

## INVESTORS WILL ONLY COMMIT IF MANAGEMENT IS COMMITTED

### TIME COMMITMENT

Whether raising seed capital or expansion capital a total commitment from management is absolutely essential to complete the objective.

Management is required to participate in the following:

- The Drafting of the Private Placement Memorandum
- The Drafting of the offering Executive Summary and Pitch Deck

And is required to be available for:

- Conference Calls with investors

### FEE COMMITMENT

Retainer Fee\*: \$5,000

Closing Fee\*\*: 5% Equity  
1% Debt

\* Includes due diligence, and all offering materials (legal and sales).

\*\*Paid at the closing of each tranche



11/30/2022

# BLACKPOOL GROUP, INC.

PRIVATE EQUITY SPONSOR

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Established in 2008, BlackPool is a New York based Private Equity firm focused on small business investments; seeking to create positive economic impact and long-term value for our investors and companies with which we work.

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*WITH EXTENSIVE  
EXPERIENCE AND A  
GROUP OF SEASONED  
EXECUTIVES,  
BLACKPOOL PROVIDES  
A UNIQUE VALUE  
PROPOSITION.*

In general, the companies with which BlackPool works are at an inflection point in their development. Many have “hit-the-wall” and are unable to reach the next level without new strategies, additional capital or synergistic acquisitions; and many are start-ups.

Through industry contacts, we are able, regardless of prevailing market conditions or available financing sources, to engineer the most complex and most advantageous financings in the marketplace.

We will continually seek to optimize the capital structure of each client, taking advantage of opportunities in the capital markets to obtain lower cost of funds or added flexibility.

Taken together, it is the expertise, creativity, and resources that BlackPool brings to bear on all aspects of its activities that sets the firm apart - from financial structuring, investor origination, to execution and stewardship; BlackPool is unparalleled in terms of experience in this space.



# BLACKPOOL GROUP, INC.

## MANAGEMENT

### Jonathan Cross *President*

#### Mergers & Acquisitions

Jonathan Cross is a seasoned investor with over 27 years of experience in principal investing, domestic and cross-border M&A, corporate finance and corporate restructuring. From May of 2008 to the present, Mr. Cross has been a principal with BlackPool Group, Inc., and on January 1, 2014 he was named president of BlackPool Acquisitions, LLC.

Jonathan is responsible for deal flow, due diligence execution, capital formation and mergers & acquisitions.

#### JONATHAN'S SKILL SET



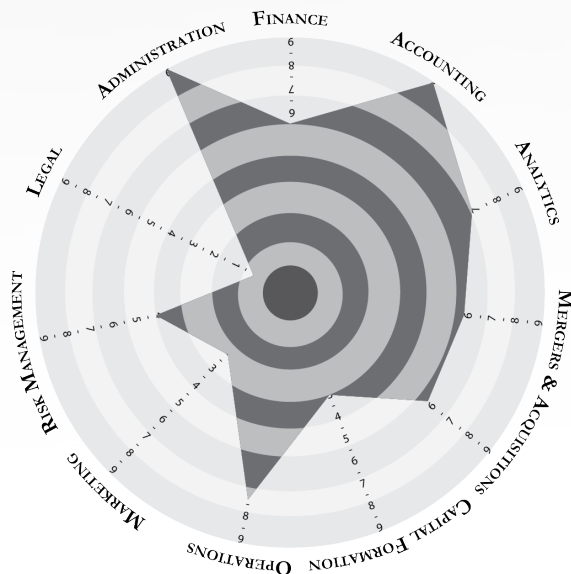
### NELSON SHAPIRO *CEO*

#### Accounting & Administration

Nelson Shapiro is BlackPool Group's founder. Since 1977, prior to this role, Mr. Shapiro served as a Partner at Louis Sturz & Co., as a Partner at Grossman, Russo & Shapiro, and as a Partner at Russo & Shapiro, CPA's.

Mr. Shapiro is responsible for investor administration and accounting, and for the day-to-day operations of BlackPool Group and is a member of the investment committee.

#### NELSON'S SKILL SET



### TODD LEWIS *General Counsel*

#### Legal

Mr. Lewis joined BlackPool in 2008 after spending nearly 20 years in real estate development and related investment consulting.

Todd's role is to identify and properly manage exposures, pitfalls and conflicts from the beginning of a transaction and he commits the majority of his time to this critical function. He also advises the investment committee relating to risk management and alternative courses of action.

#### TODD'S SKILL SET



# BLACKPOOL GROUP, INC.

INFLUENCING THE DESTINY OF COMPANIES



477 MADISON AVENUE  
SIXTH FLOOR  
NEW YORK, NEW YORK 10022



Document must be filed electronically.  
Paper documents are not accepted.  
Fees & forms are subject to change.  
For more information or to print copies  
of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

Colorado Secretary of State  
Date and Time: 07/02/2015 06:38 AM  
ID Number: 20151435632  
Document number: 20151435632  
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

### Articles of Incorporation for a Profit Corporation

filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

WinnettOrganics, Inc.

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the corporation's initial principal office is

Street address

1635 Foxtrail Drive

*(Street number and name)*

Loveland

*(City)*

CO

*(State)*

80538

*(ZIP/Postal Code)*

United States

*(Province – if applicable)*

*(Country)*

Mailing address

*(leave blank if same as street address)*

*(Street number and name or Post Office Box information)*

*(City)*

*(State)*

*(ZIP/Postal Code)*

*(Province – if applicable)*

*(Country)*

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name

*(if an individual)*

*(Last)*

*(First)*

*(Middle)*

*(Suffix)*

or

*(if an entity)*

WinnettOrganics, Inc.

*(Caution: Do not provide both an individual and an entity name.)*

Street address

1635 Foxtrail Drive

*(Street number and name)*

Loveland

*(City)*

CO

*(State)*

80538

*(ZIP/Postal Code)*

Mailing address

*(leave blank if same as street address)*

*(Street number and name or Post Office Box information)*

*(City)*

CO  
*(State)*

*(ZIP/Postal Code)*

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name  
(if an individual) Brewer Dennis  
(Last) (First) (Middle) (Suffix)

or

(if an entity) \_\_\_\_\_  
(Caution: Do not provide both an individual and an entity name.)

Mailing address 450 Island Road 35  
(Street number and name or Post Office Box information)

Ramsey NJ 07446  
(City) (State) (ZIP/Postal Code)  
United States.  
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

- ☒ The corporation is authorized to issue 20,000,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.
- ☐ Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_.  
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Brewer Dennis \_\_\_\_\_  
(Last) (First) (Middle) (Suffix)  
450 Island Road 35  
(Street number and name or Post Office Box information)  
\_\_\_\_\_  
Ramsey NJ 07446  
(City) (State) (ZIP/Postal Code)  
\_\_\_\_\_  
United States  
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- ☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).




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).

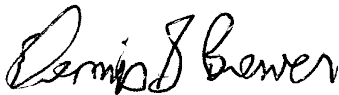
Dean Smith:

  
\_\_\_\_\_  
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





2471 W. Horizon Ridge Parkway, Ste. 100  
Henderson, NV 89052

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

94-72  
1224

17636

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

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...



17637

DATE: 07/30/2015

CHECK NO: 17636

ACCOUNT NAME:

AMOUNT OF CHECK: 100,000.00

ACCOUNT NUMBER:

~~Redacted Per Court Rules~~ - Smith, Dean T., Traditional ...

PAYEE: Winnett Perico, Inc

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DESCRIPTION:

Purchased 10,000 par value @ \$10.0000  
of Winnett Perico, Inc\_PP201 of Winnett...

EXHIBIT  
A

M362470 15

IBF the go-to people 208-342-3576 800-388-3550

 <p><b>Preferred</b> Trust Company, LLC 247 W. Horizon Ridge Parkway, Ste. 100 Henderson NV 89052</p>		<p>BANK OF AMERICA MERRILL LYNCH 6000 WESTCLIFF DRIVE LAS VEGAS, NV 89145</p>		<p>17637 17636</p>	
<p>One hundred thousand and 00/100</p>		<p>DATE 07/30/2015</p>		<p>AMOUNT 100,000.00</p>	
<p>Pay</p>					
<p>to the Order of:</p>		<p>WINNETT PERICO INC ATTN: DENNIS BREWER 450 ISLAND ROAD #35 RAMSEY NJ 07446</p>			

Dean Smith  
Diana Smith

PO BOX 1107 (USPS ONLY no deliveries to street address)  
733 Lakeview Drive  
Zephyr Cove, NV 89448

Preferred Trust address for your info only:  
**2471 W Horizon Ridge Pkwy #100, Henderson, NV 89052**  
**Phone:(702) 990-7892**

**Jessica Anderson or Dr. Bill Bray custodians.**

Dean Smith

Funded by/through and dividend receiving will be:

Preferred Trust Company, LLC fbo Dean Smith 404000191 Traditional IRA

Diana Smith  
Preferred Trust Company, LLC fbo Diana Smith 404000192 Traditional IRA

Each will be separate investments and entities.



## Intelligent Office Membership Agreement

### Service Categories:

- ☒ Facilities Only - Professional address and receipt of mail with option to use conference rooms and offices
- ☐ Business Identity Live - Professional address package with entry-level office usage and communications
- ☐ Intelligent Assistant® - Full-service, professional live answer receptionist trained as a member of your staff
- ☐ Dedicated Office - Leased office space for a designated term with Intelligent Assistant®

**COMPANY NAME:** Winnett Perico

Billing Contact: Dennis Brewer

Street Address: 5151 E Broadway Blvd Suite 1600

City: Tucson

State: Arizona

Zip Code: 85711

Phone Number: (970) 744-3205

Office:

Email Address: dennis\_brewer@winnettorganics.com

### Detailed Membership Information:

### Recurring Monthly Fee

### Installation

Facilities Only (Mail Box)	\$75.00	\$75.00
Business Identity Live		
Intelligent Assistant® Options:		
Intelligent Assistant® (100 Calls Included, Over @ 1.50/Call)	\$199.00	\$75.00
Simple Forward		
Screened Forward		
Per Call Plan		
With Business Identity Live		
Additional Members		
Dedicated Office		
Additional Services:		
1) Professional Business Address	\$0.00	
2) Private Locked Mailbox	\$0.00	
3) 24/7 Access	\$0.00	
4) Access to Conference Rooms and Offices	\$0.00	
5) Administrative Support	\$0.00	
NOTES: <span style="border: 1px solid black; padding: 2px;"></span>	<b>TOTAL:</b>	
	\$274.00	\$150.00

Start Date:

IO Phone Number:

Recurring Monthly Fee:	\$274.00	
One-time Installation:	\$150.00	Adjustments:
Deposit:	\$274.00	<span style="border: 1px solid black; padding: 2px;"></span>
<b>TOTAL INITIAL PAYMENT:</b>	<b>\$698.00</b>	

www.intelligentoffice.com



## TERMS AND CONDITIONS RIDER

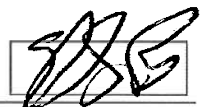
1. Facilities Only allows the Member to use the address of the center (the "Center") specified in the Membership Agreement as the Member's business address for purposes of receiving mail. The Member may not use the Center's address as the address of its registered office for purposes of incorporation or for any other purpose designated by Intelligent Office.
2. Business Identity Live includes the Facilities Only services and allows the Member the following:
  - Use of conference rooms and other business services on demand (to the extent available) at Intelligent Office's standard fees.
  - Full-time receptionist with live personal telephone answering during normal business hours and voicemail service after business hours;
  - A listing in the office directory in the building in which the Center is located, if available.

*Business Identity Live allows the Member to receive phone calls and faxes to an Intelligent Office dedicated business telephone number and to have Intelligent Office answer those calls in the company or business name designated by the Member. Intelligent Office will handle calls, faxes, and mail in the manner specified by the Member, who must pay for all related forwarding and service charges. Private or office-space time may be used only in eight-hour (full day) increments in an office specified for that particular use. Time not used in any month may not be carried forward to a subsequent month. Private-office-space time is only for the location specified in the Membership Agreement and may not be used at another Intelligent Office Center. Private-office-space time is only for private offices and may not be used for other Intelligent Office services such as conference-room space. Intelligent Office alone determines the private-office space assigned to the Customer. Notwithstanding anything in the Membership Agreement to the contrary, the Member must pay for Private Office Services in advance, not later than the tenth of the month for that month's services. For live personal answering of 10 or fewer calls a month, the fee for Business Identity Live services is included; for 11 or more calls a month, the fee will be adjusted according to the volume of actual calls.*
3. Intelligent Assistant® entitles the member to receive phone calls and faxes to an Intelligent Office dedicated business telephone number and to have Intelligent Office answer those phone calls in the company or business name, designated by the member. If desired, a member may add Business Identity Live to Intelligent Assistant which allows the member:
  - Facilities Only address and mail services;
  - A listing in the office directory in the building in which the Center is located, if available.
  - Use of conference rooms and other business services on demand (to extend available) at Intelligent Office's standard fees.
4. Dedicated Office entitles the member to have and use a private full-time office, with 24/7 access, in addition to Intelligent Assistant Services.
5. The Member must use any Intelligent Office Services it purchases under the Membership Agreement in accordance with the Policies and Procedures attached to the Membership Agreement. Intelligent Office may supplement and revise the Policies and Procedures from time to time, and the Member must comply with such supplements and revisions. The Policies and Procedures, as supplemented and revised, are considered part of the Membership Agreement, being incorporated by reference.
6. The rights granted the Member under the Membership Agreement (including the right to use private office space) may not be assigned to, or used by, anyone other than the Member, OR those registered with the member's account and approved by Intelligent Office.
7. Intelligent Office may immediately terminate the Membership Agreement if:
  - The Member becomes the subject of an insolvency, bankruptcy, receivership, or like proceeding.
  - The Member fails to timely pay any amount due under the Membership Agreement or otherwise defaults under the Membership Agreement (such defaults including failing to comply with the Policies and Procedures);
  - The Member defaults under any agreement with any other Intelligent Office Center; or
  - The Member uses any of the services provided under the Membership Agreement for obscene, immoral, scandalous, or unlawful purposes; or for any purpose, or in any manner, that will harm the Center's, or the Intelligent Office trademark's, good will or public reputation. Upon termination, the Member must pay Intelligent Office all fees that would have been due during the remainder of the term had the Membership Agreement not been terminated; and the Member must indemnify Intelligent Office for all liabilities, damages, and expenses it incurs, or to which it becomes subject, because of termination or the acts of omissions on which termination is based.
8. The Center is an independently owned and operated franchise of the Intelligent Office franchise system. Accordingly, the Member understands that it is entering the Membership Agreement with a franchisee and not with the franchisor of that system, The Intelligent Office System, LLC, who is not a party to the Membership Agreement and is not bound by, or liable under or in connection with, the Membership Agreement.
9. The Membership Agreement is governed by the law of the state in which the Center is located.
10. Intelligent Office and the member must comply with all applicable U.S. Postal Service laws and regulations concerning the delivery and receipt of mail.
11. The Provisions of this Section apply only if the Member is purchasing a Facilities Only Membership. The Member must complete and sign U.S. Postal Service Form 1583 to receive mail and packages at the Center. Intelligent Office may disclose the Membership Agreement and Form 1583 to the U.S. Postal Service and law-enforcement and other governmental agencies, as well as others to whom it is lawfully required to do so. The Member must also complete and sign any other documents that may be needed regarding service of process. The Member must use, without modification, the exact mailing address, including Private mailbox designation, in the manner required by Section 3 of Form 1583. The delivery address for all mail sent to the Member at the Center must be presented as follows:
  - Line 1 - the Member's name or other identification;
  - Line 3 - Street number; and
  - City, State and ZIP Code.

The U.S. Postal Service may return improperly addressed mail to the sender with the endorsement "Undeliverable as Addressed, Missing PMB or # Sign"
12. After the expiration or sooner termination of the Membership Agreement, Intelligent Office will return to the sender of all mail addressed to the Company that is received by the Center. At such time, the Member must notify all relevant parties of its new address. The Member must not file a change-of-address form with the U.S. Postal Service.
13. Intelligent Office is not liable for loss or damage, or deemed in breach of the Membership Agreement, if its failure to perform its obligations results from any of the following causes:
  - Telecommunications and utilities interruptions (including loss of Internet and electrical service), computer malfunctions (including malfunctioning computer hardware and software and peripherals), extreme weather and climatic conditions (including hurricanes, lightning, cyclones, and flooding), transportation shortages or inadequate supply of equipment, merchandise, labor, material, or energy;
  - Compliance with any applicable law;
  - War, acts of terrorism, strikes, natural disaster, or acts of God; or
  - Any cause beyond its control.

*Any delay in Intelligent Office's performance resulting from any of those causes extends the time for performance accordingly or excuses performance, in whole or in part, as may be reasonable. Without limiting the generality of the foregoing, the Member acknowledges that services involving, or depending upon computers or the Internet may be unreliable and that services interruptions thus will occur even in the exercise of the greatest care. Accordingly, Intelligent Office disclaims any representations, warranties, and covenants -express or implied-that the services it is obligated to perform that involve, or depend upon, using computers, software, or the Internet will be provided free from interruption or malfunction.*
14. THE PARTIES WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EAST IS LIMITED TO THE RECOVERY OF ACTUAL DAMAGES IT SUSTAINED. INTELLIGENT OFFICE'S LIABILITY FOR SUCH ACTUAL DAMAGES IS LIMITED TO THE AMOUNT THE MEMBER PAID FOR THE SERVICE OR SERVICES FROM WHICH THOSE DAMAGES AROSE, SUCH AMOUNT BEING EQUAL TO THE FEES PAID THEREFOR IN THE MONTH IN WHICH THE DAMAGE OR DAMAGES WERE SUSTAINED. INTELLIGENT OFFICE HAS NO LIABILITY FOR ANY DEFAULT UNDER THE MEMBERSHIP AGREEMENT - OR FOR ANY ACT OF OMISSION RELATING THERETO - RELATING TO THE U.S. POSTAL SERVICE'S OR ANY COMMERCIAL COURIER OR CARRIER SERVICE'S FAILING TO DELIVER ANY ITEM, OR FAILING TO DO SO IN A TIMELY MANNER, OR INTERRUPTING ITS SERVICE. INTELLIGENT OFFICE MAKES DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE U.S. POSTAL SERVICE WILL DELIVER OR FORWARD THE MEMBER'S MAIL OR DO SO IN A TIMELY MANNER.
15. As a client, your company will be working closely with highly trained and personable employees of The Intelligent Office. We value our staff and understand the attraction to hire these people for other employment. Therefore, should any of The Intelligent Office staff be induced or diverted to employment with your company while employed by Intelligent Office or within 6 months of being an employee of Intelligent Office, it is agreed that The Intelligent Office will be recognized as providing employment services to your company. The cost of such services shall be deemed to be the equivalent to three months of affected employee's salary, payable to The Intelligent Office at the time of employing an Intelligent Office staff member.
16. The Membership Agreement and the attached Policies and Procedures and riders and other agreements expressly referred to in the Membership Agreement represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersede all other negotiations, understandings and representations if any made by and between the parties. No representations, inducements, promises or agreements, oral or otherwise, if any, not embodied herein are of any force and effect. The provisions of the Membership Agreement may be amended, supplemented, waived or changed only by a written document signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to the Membership Agreement.

Client Initial:



www.intelligentoffice.com

**Payment Details:**

**You will receive your invoice by email, unless other instructions are provided.**

Your invoice will always be sent on the 1st of the month. Should the 1st fall on a weekend, you will receive your invoice on the preceding Friday. Monthly invoices/statements include recurring charges billed in advance and variable expenses for the month prior. Mailed billings are subject to an additional fee. Overdue payments are subject to a per month late fee. Returned checks and declined EFT's are subject to a return fee. Your invoice will be sent to the email address listed on page 1 of this agreement. If any of your contact information changes at any time, please make sure to let us know. It is always helpful for us to have the most current information.

This agreement will be in effect for a period of  months between the undersigned party and Intelligent Office thereafter until terminated in writing with thirty (30) day notice by either party. Base membership rates are subject to change at the end of the agreement term. When the contract term is completed, the account will continue service on a month-to-month basis with the additional monthly option fee. With renewal of the agreement, there will be no monthly option fee.

**Monthly Payment Method:**

☐ Electronic Funds Transfer

**Due Date:**

☐ Non-EFT Payment

Payments are due by the 5th of each month

Specify Method of Payment

*Please fill out attached billing form.*

Member acknowledges that he/she has read all the foregoing provisions in the Membership Agreement, and all the provisions in the Terms and Conditions Rider that follows, and agrees to be bound by all those provisions.



Signature of Member

Printed Name:

Today's Date

Prepared By: Jim Fisher



Intelligent Office  
www.intelligentoffice.com  
5151 East Broadway Blvd  
Tucson, AZ 85711  
520-512-5400





# Intelligent Office®

YOUR STAFF. YOUR OFFICE. YOUR SUCCESS.™

## AGREEMENT FOR PRE-AUTHORIZED PAYMENTS

Card Type: ☒ Visa ☐ Master Card ☐ American Express

Company Name: Winnett Perico

Card Holder Name: Dennis Brewer

Card Number: 4737024022563367

Zip Code: 07446 Expiration Date: 06/18 Billing Phone: 970-744-3205

These debit entries will be made in payment of fixed and variable expense invoices as authorized by me (us) upon becoming a member of THE INTELLIGENT OFFICE (10 TALENTS LLC.) I (we) will be responsible to notify THE INTELLIGENT OFFICE of any exception I (we) might have these charges as documented by the invoices provided to me (us) each month. Such notification must be provided to THE INTELLIGENT OFFICE no later than the 4<sup>th</sup> (for fixed fees) or the 9<sup>th</sup> (for variable fees) of each month. Without provision of such notification, THE INTELLIGENT OFFICE is authorized to proceed with the transactions against this account for payment in full of the amount of invoices provided.

This authorization is to remain in full force and effective until the INTELLIGENT OFFICE (10 TALENTS LLC.) has received written notice from me (us) of termination of services through THE INTELLIGENT OFFICE in such a time and manner as to afford THE INTELLIGENT OFFICE a reasonable opportunity to act on the termination.

I (we) authorize THE INTELLIGENT OFFICE (10 TALENTS, LLC.) to initiate debit entries to my (our) credit account indicated above.

Card Holder Signature: *Dennis J Brewer* Date: 08/24/2015

Agent of the Intelligent Office: \_\_\_\_\_ Date: \_\_\_\_\_

Intelligent Office of Tucson  
5151 E. Broadway Blvd.  
Tucson, AZ 85711  
Ph. (520) 512-5400  
Fax (520) 512-5401



[www.intelligentoffice.com](http://www.intelligentoffice.com)

Intelligent Office of Oro Valley  
1846 E. Innovation Park Dr.  
Oro Valley, AZ 85755  
Ph. (520) 318-5400  
Fax (520) 318-5701



## Client Contingency Agreement

**Client: Winnett Organics**

**Explanation of fees:**

This agency does not discriminate in the acceptance of applicants on the basis of race, color, religion, sex, natural origin, marital status, age or physical handicap.

Should a candidate, within twelve calendar months of the interview or resume referral to the Employer, accept employment with the Employer or with any other Employer to which the Employer has made a referral of the individual, such employment shall be considered to be effected under a valid job order and subject to the provisions of this agreement. The Employer will be responsible for paying the fee as if it had hired the employee itself.

Fees will be charged in accordance with the following terms:

Candidate Placement fees will be charged at Twenty Five percent (25%) of the hired employee's base compensation for the first year. **Your previous receipt of a candidate's resume or other materials from the candidate or any other source shall directly affect your obligation to pay a service fee in accordance with this agreement. If a candidate has been submitted previously to your company within a period of Twelve Calendar Months prior to the submission of the candidate, then the fee shall be considered void.**

We will strive to replace the individual to the Employer's satisfaction in the event the employee is terminated within Ninety (90) days from the date of employment, provided **Talent Resource Professionals** are notified, in writing, within Ten (10) working days after the employee's separation from the Employer. This policy is not applicable if the service relationship is terminated because the position is eliminated or due to a change in job responsibilities, layoff, merger or acquisition, decrease in compensation or because of insufficient work for the candidate.

Since you as the client will determine whether you are satisfied that the candidate has the requisite experience and qualifications for your needs, and that information provided by the candidate and other sources, directly or through us, is accurate, this policy is provided as your sole remedy if you are dissatisfied.

Your acceptance of referrals from this agency constitutes your agreement with our fee schedule, terms and conditions, unless we have signed a written amendment. Referrals are on a strictly confidential basis and your company agrees not to refer or otherwise identify any such candidates to an unaffiliated company. If your company does identify or refer any such candidate to an unaffiliated company and that company hires the candidate, then your company agrees that it shall be solely responsible to Search Firm for the payment of the placement fee described above.

In the event the terms and conditions contained herein do not reflect your understanding, please call us immediately.

Placement fees must be paid within **Fifteen (15) calendar days** after the candidate commences employment in order to validate the guarantee. All fees are payable within **Fifteen (15) days**. A 1½ percent per week late fee will be charged on all fees paid after Fifteen (15) days. In the event legal action is brought to enforce payment of fees, as a result of services rendered, and fee subsequently paid, or judgment is rendered for such fees, the Employer agrees to pay a reasonable attorney's fees and court costs when so ordered by the court.

You consent to the jurisdiction of the courts of the State of **California**, venue to occur in **Fresno** County, and agree that its laws shall govern our relationship. For the purposes of determining venue for actions arising on or out of this agreement, the parties agree and hereby state that this contract was entered into in Fresno County, and is to be performed therein.

Dennis Brewer

Client

Jordan Rose

CEO





Thank you for your recent order. Your documents are enclosed for your signature. Before returning the documents, please complete each item marked on the following checklist.

- Sign and date form (s), notarize where applicable.
- Please complete all missing information
- Verify all names and addresses for spelling and accuracy

Once completed, please return the documents as indicated below:

Please email documents to: \_\_\_\_\_

completedforms@cscglobal.com

Order#: 758486 002

\_\_\_\_\_

## APPLICATION FOR AUTHORITY TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ARIZONA

*Read the Instructions [C018i](#)*

**1. ENTITY TYPE – check only one** to indicate the type of entity applying for authority:

- |   |  |
|---|--|
| <input type="checkbox"/> FOR-PROFIT CORPORATION     | <input type="checkbox"/> INSURER   |
| <input type="checkbox"/> NONPROFIT CORPORATION      | <input type="checkbox"/> SAVINGS AND LOAN ASSOCIATION                                  |
| <input type="checkbox"/> PROFESSIONAL CORPORATION   | <input type="checkbox"/> CREDIT UNION  |
| <input type="checkbox"/> CLOSE CORPORATION          | <input type="checkbox"/> TRUST COMPANY   |
| <input type="checkbox"/> BUSINESS TRUST             | <input type="checkbox"/> COOPERATIVE MARKETING ASSOCIATION                             |
| <input type="checkbox"/> BUSINESS DEVELOPMENT CORP. | <input type="checkbox"/> ELECTRIC COOPERATIVE NON-PROFIT MEMBERSHIP ASSOC.             |
| <input type="checkbox"/> CORPORATION SOLE           | <input type="checkbox"/> NONPROFIT ELEC. GENERATION AND TRANSMISSION COOPERATIVE CORP. |

**2. NAME IN STATE OR COUNTRY OF INCORPORATION (FOREIGN NAME) –** enter the exact, true name of the foreign corporation:

---

**3. NAME TO BE USED IN ARIZONA (ENTITY NAME) –** [see Instructions C018i](#) - identify the name the foreign corporation will use in Arizona by checking 3.1, 3.2, or 3.3 (check only one), and follow instructions

- |   |  |  |
|---|--|--|
| <b>3.1</b> <input type="checkbox"/> Name in state or country of incorporation, with no changes –<br>Go to number 4. | <b>3.2</b> <input type="checkbox"/> Name in state or country of incorporation, <i>with a corporate identifier added to it</i> –<br>Enter the name in number 3.4 below. | <b>3.3</b> <input type="checkbox"/> Fictitious name (check this <i>only if</i> the foreign corporation's name in its state or country of incorporation is not available for use in Arizona) –<br>Enter the name in number 3.4 below. |
|---|--|--|

**3.4** If you checked 3.2 or 3.3, enter or print the name to be used in Arizona:

**4. FOREIGN DOMICILE –** list the state or country in which the foreign corporation is incorporated: \_\_\_\_\_

**5. DATE OF INCORPORATION IN FOREIGN DOMICILE:** \_\_\_\_\_

**6. DURATION –** the duration or life period of the foreign corporation is **presumed to be perpetual unless** one of the boxes is checked below *and* the blanks are filled in:

- ☐ The corporation's life period will end after the expiration of \_\_\_\_\_ **years** (enter a number of years).
- ☐ The corporation's life period will end on this **date** \_\_\_\_\_ (enter a date).
- ☐ The corporation's life period will end upon the occurrence of this **event**:

\_\_\_\_\_ (describe an event).

**7. PURPOSE –** the foreign corporation's purpose is to engage in any or all lawful business or affairs in which corporations may engage in the state or country under whose law the foreign corporation is incorporated, subject to the following **limitations**, if any (*leave this blank if there are no limitations on the corporation's purpose*):

---

- 8. CHARACTER OF BUSINESS** – briefly describe the character of business or affairs the foreign corporation initially intends to conduct in Arizona. NOTE that the character of business or affairs that the foreign corporation ultimately conducts is not limited by the description provided.

<b>9. PRINCIPAL OFFICE ADDRESS - FOREIGN DOMICILE STREET ADDRESS</b> – <a href="#">see Instructions C018i</a> – give the <b>physical or street address</b> (not a P. O. Box) of the foreign corporation required to be maintained in its state or country of incorporation, or, if not so required, of the foreign corporation's statutory agent in its state or country of incorporation:			<b>10. ARIZONA KNOWN PLACE OF BUSINESS ADDRESS:</b> Is the Arizona known place of business street address the same as the <b>street address</b> of the statutory agent? <input type="checkbox"/> Yes - go to number 11 and continue. <input type="checkbox"/> No - provide the Arizona physical or street address (not a P.O. Box) below:		
Attention (optional) [REDACTED]			Attention (optional)		
Address 1			Address 1		
Address 2 (optional)		State	Zip	Address 2 (optional)	
City				City	

<b>11. STATUTORY AGENT IN ARIZONA</b> – <a href="#">see Instructions C018i</a> :					
<b>11.1 REQUIRED</b> – give the <b>name</b> (can be an individual or an entity) <b>and physical or street address</b> (not a P.O. Box) in Arizona of the statutory agent:			<b>11.2 OPTIONAL</b> – mailing address in Arizona of statutory agent (can be a P.O. Box):		
Statutory Agent Name (required)					
Attention (optional)			Attention (optional)		
Address 1			Address 1		
Address 2 (optional)		State	Zip	Address 2 (optional)	
City				City	
<b>11.3 REQUIRED</b> – the <a href="#">Statutory Agent Acceptance</a> form M002 must be submitted along with this Application For Authority.					

<b>12. DIRECTORS</b> – list the <b>name and business address</b> of each and every Director of the corporation. If more space is needed, check this box <input type="checkbox"/> and complete and attach the <a href="#">Director Attachment</a> form C082.					
Director Name [REDACTED]			Director Name		
Address 1			Address 1		
Address 2 (optional)		State or Province	Zip	Address 2 (optional)	
City				City	
Country				Country	
Date taking office (optional):			Date taking office (optional):		

Director Name				Director Name			
Address 1				Address 1			
Address 2 (optional)				Address 2 (optional)			
City		State or Province	Zip	City		State or Province	Zip
Country				Country			
Date taking office (optional):				Date taking office (optional):			
Director Name				Director Name			
Address 1				Address 1			
Address 2 (optional)				Address 2 (optional)			
City		State or Province	Zip	City		State or Province	Zip
Country				Country			
Date taking office (optional):				Date taking office (optional):			
<b>13. OFFICERS</b> - list the <b>name and business address</b> of all principal Officers of the corporation. If more space is needed, check this box <input type="checkbox"/> and complete and attach the <a href="#">Officer Attachment</a> form C085.							
Officer Name				Officer Name			
<div style="background-color: black; width: 100px; height: 15px;"></div>							
Address 1				Address 1			
Address 2 (optional)				Address 2 (optional)			
City		State or Province	Zip	City		State or Province	Zip
Country				Country			
Date taking office (optional):		Officer title:		Date taking office (optional):		Officer Title:	
Officer Name				Officer Name			
Address 1				Address 1			
Address 2 (optional)				Address 2 (optional)			
City		State or Province	Zip	City		State or Province	Zip
Country				Country			
Date taking office (optional):		Officer Title:		Date taking office (optional):		Officer Title:	
Officer Name				Officer Name			
Address 1				Address 1			
Address 2 (optional)				Address 2 (optional)			
City		State or Province	Zip	City		State or Province	Zip
Country				Country			
Date taking office (optional):		Officer Title:		Date taking office (optional):		Officer Title:	

- 14. FOR-PROFITS ONLY – SHARES AUTHORIZED** – [see Instructions C018i](#) – list the class (common, preferred, etc.) and total number of shares the foreign corporation is AUTHORIZED to issue. This information must match the original Articles of Incorporation plus any amendments thereto. If more space is needed, check this box ☐ and complete and attach the [Shares Authorized Attachment](#) form C087.

Class: \_\_\_\_\_ Series: \_\_\_\_\_ Total: \_\_\_\_\_ Par Value: \_\_\_\_\_

Class: \_\_\_\_\_ Series: \_\_\_\_\_ Total: \_\_\_\_\_ Par Value: \_\_\_\_\_

- 15. FOR-PROFITS ONLY – SHARES ISSUED** – [see Instructions C018i](#) – list each class/series of authorized shares and give the total number and par value of shares of that class that have been ISSUED. If no shares of that class have been issued, put the number zero. If more space is needed, check this box ☐ and complete and attach the [Shares Issued Attachment](#) form C097.

Class: \_\_\_\_\_ Series: \_\_\_\_\_ Total: \_\_\_\_\_ Par Value: \_\_\_\_\_

Class: \_\_\_\_\_ Series: \_\_\_\_\_ Total: \_\_\_\_\_ Par Value: \_\_\_\_\_

- 16. NONPROFITS ONLY – MEMBERS – check one box only:**

Does the foreign nonprofit corporation have members? ☐ Yes ☐ No

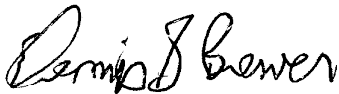
- 17. PROFESSIONAL CORPORATIONS ONLY – PROFESSIONAL SERVICES** – if “professional corporation” is checked in number 1, briefly describe the type of professional services the corporation will render (examples: accounting, medical, law firm):

**18. PROFESSIONAL CORPORATIONS ONLY – PROFESSIONAL LICENSE:**

By the signature appearing on this document, the foreign professional corporation certifies under penalty of perjury that at least one-half of its shareholders who are entitled to vote for the election of directors, and at least one-half of its directors, and its president, are licensed in one or more states to render a professional service described in the foreign professional corporation’s articles of incorporation.

**NOTE: You must attach a statement from the licensing authority in Arizona for the profession showing that at least one of the professional corporation’s shareholders or employees is licensed in Arizona to render that professional service. (See A.R.S. § 10-2245.)**

**SIGNATURE:** By checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.



☐ I ACCEPT

8/25/2015

Signature

Printed Name

Date

**REQUIRED** – check only one:

<input type="checkbox"/> I am the <b>Chairman of the Board of Directors</b> of the corporation filing this document.	<input type="checkbox"/> I am a duly-authorized <b>Officer</b> of the corporation filing this document.	<input type="checkbox"/> I am a duly authorized <b>bankruptcy trustee</b> , receiver, or other court-appointed fiduciary for the corporation filing this document.
--	---	--

Filing Fee: \$175.00 (regular processing)  
Expedited processing – add \$35.00 to filing fee.  
All fees are nonrefundable - see Instructions.

Mail: Arizona Corporation Commission - Corporate Filings Section  
1300 W. Washington St., Phoenix, Arizona 85007  
Fax: 602-542-4100

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.  
All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.  
If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

## STATUTORY AGENT ACCEPTANCE

Please read Instructions [M002i](#)

1. **ENTITY NAME** – give the **exact** name in Arizona of the corporation or LLC that has appointed the Statutory Agent (this must match exactly the name as listed on the document appointing the statutory agent, e.g., Articles of Organization or Article of Incorporation):

---

2. **STATUTORY AGENT NAME** – give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be *either* an individual or an entity). **NOTE** - the name must match **exactly** the statutory agent name as listed in the document that appoints the statutory agent (e.g. Articles of Incorporation or Articles of Organization), including any middle initial or suffix:

---

### 3. STATUTORY AGENT SIGNATURE:

By the signature appearing below, the individual or entity named in number 2 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the appointing entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

The person signing below declares and certifies *under penalty of perjury* that the information contained within this document together with any attachments is true and correct, and is submitted in compliance with Arizona law.

---

Signature

Printed Name

Date

#### REQUIRED – check only one:

<input type="checkbox"/> <b>Individual as statutory agent:</b> I am signing on behalf of myself as the individual (natural person) named as statutory agent.	<input type="checkbox"/> <b>Entity as statutory agent:</b> I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity.
--	---

Filing Fee: none (regular processing)  
Expedited processing – not applicable.  
All fees are nonrefundable - see Instructions.

Mail: Arizona Corporation Commission - Corporate Filings Section  
1300 W. Washington St., Phoenix, Arizona 85007  
Fax: 602-542-4100

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.

All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.

If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

**CERTIFICATE OF DISCLOSURE***Read the Instructions [C003i](#)***1. ENTITY NAME** – give the exact name of the corporation in Arizona:

---

**2. A.C.C. FILE NUMBER** (if already incorporated or registered in AZ): 

---

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>**3. Check only one of the following to indicate the type of Certificate:**

- ☐ Initial (accompanies formation or registration documents)
- ☐ Annual (credit unions and loan companies only)
- ☐ Supplemental to COD filed \_\_\_\_\_ (supplements a previously-filed Certificate of Disclosure)

**4. FELONY/JUDGMENT QUESTIONS :**

Has any person (a) who is currently an officer, director, trustee, or incorporator, or (b) who controls or holds over ten per cent of the issued and outstanding common shares or ten per cent of any other proprietary, beneficial or membership interest in the corporation been:

<b>4.1</b>	Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven year period immediately preceding the signing of this certificate?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>4.2</b>	Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the signing of this certificate?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>4.3</b>	Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the signing of this certificate, involving any of the following: a. The violation of fraud or registration provisions of the securities laws of that jurisdiction; b. The violation of the consumer fraud laws of that jurisdiction; c. The violation of the antitrust or restraint of trade laws of that jurisdiction?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>4.4</b>	If any of the answers to numbers 4.1, 4.2, or 4.3 are <b>YES</b> , you <b>MUST</b> complete and attach a <a href="#">Certificate of Disclosure Felony/Judgment Attachment</a> form C004.		



**5. BANKRUPTCY QUESTION:**

**5.1** Has any person (a) who is currently an officer, director, trustee, incorporator, or (b) who controls or holds over twenty per cent of the issued and outstanding common shares or twenty per cent of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a twenty per cent interest in **any other corporation** (not the one filing this Certificate) on the bankruptcy or receivership **of the other corporation**?

☐ Yes☒ No

**5.2** If the answer to number 5.1 is **YES**, you **MUST** complete and attach a Certificate of [Disclosure Bankruptcy Attachment](#) form C005.

**IMPORTANT:** If within 60 days of the delivery of this Certificate to the A.C.C. any person not included in this Certificate becomes an officer, director, trustee or person controlling or holding over ten per cent of the issued and outstanding shares or ten per cent of any other proprietary, beneficial or membership interest in the corporation, the corporation must submit a SUPPLEMENTAL Certificate providing information about that person, signed by all incorporators or by a duly elected and authorized officer.

**SIGNATURE REQUIREMENTS:**

Initial Certificate of Disclosure: This Certificate must be signed by all incorporators. If more space is needed, complete and attach an [Incorporator Attachment](#) form C084.

Foreign corporations: This Certificate may be signed by a duly authorized officer or by the Chairman of the Board of Directors.

Credit Unions and Loan Companies: This Certificate must be signed by any 2 officers or directors.

Name  
[Redacted]

Address 2

City State Zip  
Country

**SIGNATURE – see Instructions C003i:**

By typing or entering my name and checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

 ☐ I ACCEPT

Signature

Printed Name

Date

**REQUIRED – check only one:**

- ☐ **Incorporator** - I am an incorporator of the corporation submitting this Certificate.
- ☐ **Officer** - I am an officer of the corporation submitting this Certificate
- ☐ **Chairman of the Board of Directors** - I am the Chairman of the Board of Directors of the corporation submitting this Certificate.
- ☐ **Director** - I am a Director of the credit union or loan company submitting this Certificate.

Name

Address 1

Address 2

City State Zip  
Country

**SIGNATURE – see Instructions C003i:**

By typing or entering my name and checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

☐ I ACCEPT

Signature

Printed Name

Date

**REQUIRED – check only one:**

- ☐ **Incorporator** - I am an incorporator of the corporation submitting this Certificate.
- ☐ **Officer** - I am an officer of the corporation submitting this Certificate
- ☐ **Chairman of the Board of Directors** - I am the Chairman of the Board of Directors of the corporation submitting this Certificate.
- ☐ **Director** - I am a Director of the credit union or loan company submitting this Certificate.

Filing Fee: None

All fees are nonrefundable - see Instructions.

Mail: Arizona Corporation Commission - Corporate Filings Section  
1300 W. Washington St., Phoenix, Arizona 85007

Fax: 602-542-4100

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.

All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.

If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

## Trip details

[Download to Outlook](#)**EWR****PHX****Newark, NJ to Phoenix, AZ**

Sunday, August 30, 2015

FLIGHT# 660



Operated by US Airways

DEPART 01:59 PM **EWR** Terminal AARRIVE 04:02 PM **PHX** Terminal 4

TRAVEL TIME 5h 3m

AIRCRAFT A320

CABIN Coach

MEAL **MarketPlace™**

SEATS 25C

**PHX****EWR****Phoenix, AZ to Newark, NJ**

Sunday, September 13, 2015

FLIGHT# 687



Operated by US Airways

DEPART 08:40 AM **PHX** Terminal 4ARRIVE 04:29 PM **EWR** Terminal A

TRAVEL TIME 4h 49m

AIRCRAFT A320

CABIN Coach

MEAL **MarketPlace™**

SEATS 25C

## Total travel cost (1 passengers)

Your fare (Non-refundable)	Adult
<b>EWR</b> to <b>PHX</b> (LA00ZNI1)	\$360.00
<b>PHX</b> to <b>EWR</b> (SA14ZNI1)	\$197.21
Taxes and fees	\$69.99
Subtotal	\$627.20
Number of passengers	x 1
Total by passenger type	\$627.20
<b>Total fare (All passengers)</b>	<b>\$627.20</b>

Charged to Dennis Brewer  
\*\*\*\*\*3367 (Visa)

You paid \$627.20

## Helpful links

### Travel tools and tips

[Airport information](#)

[Admirals Club](#)

[Airport security](#)

[Seated in an exit row?](#)

[About Gogo Wi-Fi](#)

### Trip information

[Manage your reservation](#)

[Change your seats](#)

[Join AAdvantage](#)

[Baggage policies](#)

[TSA regulations](#)

[Buy Gogo Wi-Fi](#)

## Bags

Pay for your checked bags when you check in online or at the airport! Read more about [bags](#).

Carry ons\*

Carry-on bag

Personal item

All flights

Checked bags (each way/per person)\*\*

1st bag

2nd bag

Domestic (U.S., Puerto Rico, USVI, Canada)

Mexico/Caribbean/Central America\*\*\*

Brazil / South America / Transpacific

Transatlantic

\*You're allowed 1 carry-on bag up to 45 in/115 cm or a soft-sided garment bag up to 51 in/130 cm, and 1 personal item that's smaller than your carry-on item (for example a purse, small briefcase or laptop bag).

\*\*1st & 2nd checked bags can be up to 50 lbs and 62 inches except Brazil where you're allowed up to 70 lbs. Europe fees apply for travel to/from Asia through Europe. Baggage fees are non-refundable.

\*\*\*First bag fee waived for Leon/Guanajuato, Guadalajara, Mexico City and Monterrey, Mexico; Port Au Prince, Haiti; Port of Spain, Trinidad and Tobago; Santo Domingo and Santiago, Dominican Republic; Kingston, Jamaica; Guatemala City, Guatemala; Managua, Nicaragua; San Pedro Sula and Tegucigalpa, Honduras. First and second bag fees waived for Panama City, Panama; San Salvador, El Salvador.

### 1st, 2nd and 3rd checked bag fees waived

(Overweight / oversize fees still apply)

Confirmed First and Business Class customers

AAdvantage Executive Platinum (4th bag fee waived if confirmed in First/Business Class)

oneworld Emerald (4th bag fee waived if confirmed in First/Business Class)

Active U.S. military with ID and dependents traveling with them on orders (1st - 5th bags free of charge)

Active U.S. military with ID on personal travel

**1st and 2nd checked bag fees waived**

(Overweight / oversize fees still apply)

AAdvantage Platinum

oneworld Sapphire

**1st checked bag fees waived**

(Overweight / oversize fees still apply)

AAdvantage Gold

oneworld Ruby

Eligible AAdvantage® Aviator™ and Citi® / AAdvantage® cardmembers

Eligible US Airways Visa® cardmembers



**Other guidelines:**

Overweight/oversize fees and fees for 3 or more bags apply. [Read all baggage policies.](#)

If you're traveling with an infant, the child is allowed 1 fully collapsible stroller or 1 child restraint device or car seat (no charge). If you're traveling outside the U.S., Puerto Rico or USVI with an infant in lap, your child is also allowed 1 checked bag (checked bag fees apply - max 62 in/157 cm and 50 lbs/23 kg).

If one or more of your flights is on a partner airline, please check with the other airline for information on [optional fees](#).

## Terms & conditions

- Ticket is non-transferable.
- Ticket is non-refundable.
- You must contact US Airways on or before your scheduled departure to cancel any or all of your flights. If you don't, your entire itinerary will be cancelled and there may be no remaining value to use toward another ticket.
- Any change to this reservation, including flights, dates, or cities, is subject to a fee per passenger (according to the rules of the original fare). The new itinerary will be priced at the lowest available published fare at the time of change, which may result in a fare increase.
- Ticket expires one year from original date of issue. Unflown value expires one year from original date of issue.
- [Read more](#) about all US Airways taxes and fees.
- You can cancel your reservation for a full refund within 24 hours of purchase if you booked 7 days or more prior to scheduled departure. To get a refund, you must call 800-428-4322  800-428-4322 FREE or 800-245-2966  800-245-2966 FREE (TTY).
- [Checked baggage fees may apply.](#)
- Air transportation on US Airways is subject to the US Airways Contract of Carriage. [View this document](#) in PDF format. Air transportation on a partner airline is subject to that carrier's Contract of Carriage.
- Security regulations may require us to disclose to government agencies the data you provide to us in connection with this reservation.
- Changes to the country of origin are not permitted, except for changes between the United States and U.S. territories.
- [Send](#) US your compliments and/or complaints.
- Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials.

Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals.

There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. Go to [usairways.com/hazmat](https://www.usairways.com/hazmat) for more info.

We are committed to protecting your privacy. Your information is kept private and confidential. For information about our privacy policy visit [usairways.com](https://www.usairways.com). Please do not reply to this email, it is not monitored. If you'd like to contact us, please visit our website.



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[English \(United States\)](#)

Hotwire itinerary [4923530828](#)

Dennis, you got a great deal!

Your car's reserved and the agency's waiting for you.

#### Your car

##### Full Size

Phoenix Sky Harbor Intl., PHX  
Phoenix, AZ ,1805 East Sky Harbor Circle South

1-800-445-5664 | [View map](#)

#### Pick up

Sun, Aug 30, 2015, 12:00PM

#### Drop off

Sun, Sep 13, 2015, 12:00PM

Alamo accepts credit card deposits. Debit/check card deposits are accepted with proof of a round-trip travel ticket.

### You're confirmed!

- **You do not need to reconfirm with Alamo or Hotwire.**
- Driver name: Dennis Brewer
- Your information is saved to [your account](#). Just sign in to view or print a receipt.
- This confirmation is your receipt of payment and should be presented when you pick up your car.
- The agency requires a credit/debit card in the driver's name for deposit. The amount varies and can't be used on your card until you return the car. To use debit, the agency requires proof of a round-trip travel ticket.
- The rental agency will verify the driver is at least 25 years of age.
- Pick-up/drop-off must be the same location.
- **Miles:** includes unlimited mileage, **Seating:** 5 adults, **Cargo:** 2 large, 2 small suitcases, **Models:** Chevy Impala, Hyundai Sonata, or similar† **Features:** Automatic Transmission, Power Steering, Air Conditioning, Air Bags, Anti-Lock Brakes, Cruise Control, AM/FM Stereo.

### Cost summary

Daily rate - Hot Rate® Car	\$25.99
Rental days	14
Taxes and fees	\$234.75

Subtotal \$598.61

**Trip total \$598.61**

**Billed to**  
Dennis Brewer

**Charged to**  
Visa\*\*\*\*\*3367

**Date**  
Tue, Aug 25, 2015

**Contact phone**  
(551) 252-8164

**Contact email**  
[dennis\\_brewer@winnettorganics.com](mailto:dennis_brewer@winnettorganics.com)

Hotwire itinerary [5111817880](#)

**Dennis, you got a great deal!**

You're booked and the hotel's waiting for you.

#### Your hotel

### Crowne Plaza Phoenix Airport Hotel

4300 E. Washington St.  
Phoenix, AZ, 85034

[See ratings guide](#)

(602) 273-7778 | [View map](#)

#### Check in

Sun, Aug 30, 2015 3:00 PM

#### Check out

Tue, Sep 1, 2015 12:00 PM

Times are subject to change. Please confirm with your hotel.

## You're confirmed!

- **There is no need to reconfirm your reservation with Crowne Plaza Phoenix Airport Hotel or Hotwire.**
- Dennis Brewer must be present at check-in. An adult over 21 must be present at check-in to assume all liability for the booking.
- Your information is saved to [your account](#). Just sign in to view or print a receipt.
- All bookings are final and no changes or refunds are allowed.
- If your travel plans change, you may [add to your stay](#) at this hotel.
- [Buy Trip Protection with Allianz Global Assistance](#), a Hotwire partner.
- Amenities: Free parking, Free Internet, Pet friendly, Boutique hotel, Airport shuttle, Fitness center, Pool(s), Restaurant(s), Business center, Self-service laundry, Internet access, Accessible for visually impaired, Accessible for hearing impaired, Accessible path of travel, In-room accessibility, Accessible bathroom, Accessible parking, Roll-in shower.
- Sometimes amenities may be closed for the season or for renovation, though we try to show what's currently available.

[Hotels, cars and flights, all backed by our Hotwire Low Price Guarantee](#)

## Cost summary

2 nights Hot Rate® Hotel@ \$51.00/night

\$102.00



Tax recovery charges & fees	\$21.42
Subtotal	\$123.42
<b>Hotwire Total</b>	<b>\$123.42</b>

**Billed to**  
Dennis Brewer

**Charged to**  
Visa\*\*\*\*\*3367

**Date**  
Tue, Aug 25, 2015

**Contact phone**  
(551) 252-8164

**Contact email**  
[dennis\\_brewer@winnettorganics.com](mailto:dennis_brewer@winnettorganics.com)

#### Some reminders

- **Your booking is final and can't be refunded or changed.** For details, view [Hotwire Travel Products Rules and Restrictions](#).
- Call the hotel directly about bed types, check-in/check-out times and special requests.
- Hotels will require a credit card when you check in; debit cards may not be accepted.
- Rooms will sleep the number of guests, but bed types and sizes aren't guaranteed.

### There's still time!

Add more days or rooms with "Extend My Stay"

[Book now](#)

### Rental Cars

Reserve Phoenix rental cars for 08/30-09/1

[Show me](#)

### Get our app

Want our highly rated iPhone/ iPad app?

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## Book on the go

Download the Hotwire Hotels app for Android

Get it at  
Google Play

## Have questions?

---

Hotwire itinerary [6571461301](#)

**Dennis, you got a great deal!**

You're booked and the hotel's waiting for you.

#### Your hotel

### Viscount Suite Hotel - Tucson, AZ

4855 East Broadway  
Tucson, AZ, 85711

[See ratings guide](#)

(520) 745-6500 | [View map](#)

#### Check in

Tue, Sep 1, 2015 3:00 PM

#### Check out

Sun, Sep 13, 2015 12:00 PM

Times are subject to change. Please confirm with your hotel.

## You're confirmed!

- **There is no need to reconfirm your reservation with Viscount Suite Hotel - Tucson, AZ or Hotwire.**
- Dennis Brewer must be present at check-in. An adult over 21 must be present at check-in to assume all liability for the booking.
- Your information is saved to [your account](#). Just sign in to view or print a receipt.
- All bookings are final and no changes or refunds are allowed.
- If your travel plans change, you may [add to your stay](#) at this hotel.
- [Buy Trip Protection with Allianz Global Assistance](#), a Hotwire partner.
- Amenities: Free parking, Free breakfast, Free Internet, Suite, Smoke-free rooms, Fitness center, Pool(s), Restaurant(s), Business center, Self-service laundry, Internet access, Golf nearby, Tennis nearby.
- Sometimes amenities may be closed for the season or for renovation, though we try to show what's currently available.

[Hotels, cars and flights, all backed by our Hotwire Low Price Guarantee](#)

## Cost summary

12 nights Hot Rate® Hotel@ \$47.00/night

\$564.00

Tax recovery charges & fees	\$159.36
Subtotal	\$723.36
<b>Hotwire Total</b>	<b>\$723.36</b>

**Billed to**  
Dennis Brewer

**Charged to**  
Visa\*\*\*\*\*3367

**Date**  
Tue, Aug 25, 2015

**Contact phone**  
(551) 252-8164

**Contact email**  
[dennis\\_brewer@winnettorganics.com](mailto:dennis_brewer@winnettorganics.com)

#### Some reminders

- **Your booking is final and can't be refunded or changed.** For details, view [Hotwire Travel Products Rules and Restrictions](#).
- Call the hotel directly about bed types, check-in/check-out times and special requests.
- Hotels will require a credit card when you check in; debit cards may not be accepted.
- Rooms will sleep the number of guests, but bed types and sizes aren't guaranteed.

### There's still time!

Add more days or rooms with "Extend My Stay"

[Book now](#)

### Rental Cars

Reserve Tucson rental cars for 09/1-09/13

[Show me](#)

### Get our app

Want our highly rated iPhone/ iPad app?

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Download the Hotwire Hotels app for Android

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Google Play

## Have questions?

**Itinerary** 6571461301

[Visit Help Center](#)

[Email us](#)

### **By phone, 24/7**

U.S./Canada, toll free  
(866) HOTWIRE

### **Outside U.S/Canada**

Toll charges may apply  
417-520-1680

### **Allianz Global Assistance**

Travel protection  
(800) 771-1281

#### SUBSCRIPTION MANAGEMENT

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## Trip Planner Itinerary

**FROM : RAMSEY ROUTE 17 STATION**  
**ON : 08/30/2015**



**TO : EWR NEWARK AIRPORT STATION**

### Itinerary 1

-  **Depart :** RAMSEY ROUTE 17 STATION at 11:14 AM  
**Board :** Train **1712** toward HOBOKEN  
**Arrive :** FRANK R LAUTENBERG SECAUCUS LOWER LEVEL at 12:07 PM
-  **Depart :** FRANK R LAUTENBERG SECAUCUS UPPER LEVEL at 12:16 PM  
**Board :** Train **7241** toward LONG BRANCH  
**Arrive :** NEWARK AIRPORT RAILROAD STATION at 12:30 PM

<b>Fare</b>	<b>Regular</b>	<b>Child/Senior/Disabled</b>
Bus	\$0.00	\$0.00
Rail	\$17.00	\$10.75
Transfer Fee	\$0.00	\$0.00
<b>Total</b>	<b>\$17.00</b>	<b>\$10.75</b>

### Itinerary 2

-  **Depart :** RAMSEY ROUTE 17 STATION at 10:14 AM  
**Board :** Train **74** toward HOBOKEN  
**Arrive :** FRANK R LAUTENBERG SECAUCUS LOWER LEVEL at 11:07 AM
-  **Depart :** FRANK R LAUTENBERG SECAUCUS UPPER LEVEL at 11:16 AM  
**Board :** Train **7237** toward LONG BRANCH  
**Arrive :** NEWARK AIRPORT RAILROAD STATION at 11:30 AM

<b>Fare</b>	<b>Regular</b>	<b>Child/Senior/Disabled</b>
Bus	\$0.00	\$0.00

Rail	\$17.00	\$10.75
Transfer Fee	\$0.00	\$0.00
<b>Total</b>	<b>\$17.00</b>	<b>\$10.75</b>

**Itinerary 3**

**Depart** : RAMSEY ROUTE 17 STATION at 9:14 AM



**Board** : Train **1708** toward HOBOKEN

**Arrive** : FRANK R LAUTENBERG SECAUCUS LOWER LEVEL at 10:07 AM

**Depart** : FRANK R LAUTENBERG SECAUCUS UPPER LEVEL at 10:16 AM



**Board** : Train **7233** toward LONG BRANCH

**Arrive** : NEWARK AIRPORT RAILROAD STATION at 10:30 AM

<b>Fare</b>	<b>Regular</b>	<b>Child/Senior/Disabled</b>
Bus	\$0.00	\$0.00
Rail	\$17.00	\$10.75
Transfer Fee	\$0.00	\$0.00
<b>Total</b>	<b>\$17.00</b>	<b>\$10.75</b>

Please note every effort will be made to maintain connections if presented, however, they cannot be guaranteed. Transfers listed in the trip planner represent the quickest travel time based on scheduled arrival and departure times and may differ from those in printed timetables.

These fares include the Newark Airport Rail Station access fee. This fee will be waived for child fares (age 11 and under).




## Trip Planner Itinerary

**FROM : EWR NEWARK AIRPORT STATION**  
**ON : 09/13/2015**

**TO : RAMSEY ROUTE 17 STATION**

### Itinerary 1


**Depart :** NEWARK AIRPORT RAILROAD STATION at 3:15 PM  
 **Board :** Train **7240** toward NEW YORK PENN STATION  
**Arrive :** FRANK R LAUTENBERG SECAUCUS UPPER LEVEL at 3:29 PM

**Depart :** FRANK R LAUTENBERG SECAUCUS LOWER LEVEL at 3:35 PM  
 **Board :** Train **1723** toward SUFFERN  
**Arrive :** RAMSEY ROUTE 17 STATION at 4:30 PM

<b>Fare</b>	<b>Regular</b>	<b>Child/Senior/Disabled</b>
Bus	\$0.00	\$0.00
Rail	\$17.00	\$10.75
Transfer Fee	\$0.00	\$0.00
<b>Total</b>	<b>\$17.00</b>	<b>\$10.75</b>

### Itinerary 2

**Depart :** NEWARK AIRPORT RAILROAD STATION at 1:15 PM  
 **Board :** Train **7232** toward NEW YORK PENN STATION  
**Arrive :** FRANK R LAUTENBERG SECAUCUS UPPER LEVEL at 1:29 PM

**Depart :** FRANK R LAUTENBERG SECAUCUS LOWER LEVEL at 1:35 PM  
 **Board :** Train **1719** toward SUFFERN  
**Arrive :** RAMSEY ROUTE 17 STATION at 2:31 PM

<b>Fare</b>	<b>Regular</b>	<b>Child/Senior/Disabled</b>
Bus	\$0.00	\$0.00
Rail	\$17.00	\$10.75
Transfer Fee	\$0.00	\$0.00

**Total** **\$17.00** **\$10.75**

### Itinerary 3



**Depart** : NEWARK AIRPORT RAILROAD STATION at 12:15 PM

**Board** : Train **7228** toward NEW YORK PENN STATION

**Arrive** : FRANK R LAUTENBERG SECAUCUS UPPER LEVEL at 12:29 PM



**Depart** : FRANK R LAUTENBERG SECAUCUS LOWER LEVEL at 12:35 PM

**Board** : Train **1717** toward SUFFERN

**Arrive** : RAMSEY ROUTE 17 STATION at 1:31 PM

<b>Fare</b>	<b>Regular</b>	<b>Child/Senior/Disabled</b>
Bus	\$0.00	\$0.00
Rail	\$17.00	\$10.75
Transfer Fee	\$0.00	\$0.00
<b>Total</b>	<b>\$17.00</b>	<b>\$10.75</b>

Please note every effort will be made to maintain connections if presented, however, they cannot be guaranteed. Transfers listed in the trip planner represent the quickest travel time based on scheduled arrival and departure times and may differ from those in printed timetables.

These fares include the Newark Airport Rail Station access fee. This fee will be waived for child fares (age 11 and under).



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New Reply Delete Archive Junk Sweep Move

Your US Airways flight



reservations@email-usairways.com


To: dennis\_brewer@winnettorganics.com


U.S AIRWAYS

Book travel Travel tools

You're confirmed

Date issued: Tuesday, August 25, 2015




 Next stop: the airport. See terminal information

Confirmation code:  
**CMTXCW**  US Airways

Need a car?

Get your wheels in Phoenix, AZ

Reserve your car now and earn AAdvantage with Alamo and National


Need a hotel?

Get a room in Phoenix, AZ

You're sure to get the best rates here.

Passenger summary

Passenger name	Frequent flyer # (Airline)	Ticket num
----------------	----------------------------	------------



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September 8th, 2015

Via Email

Winnett Perico

Mr. Dennis Brewer

5151 East Broadway Boulevard, Suite 1600

Tucson, Arizona 8571

**Re: Engagement Agreement  
Capital Markets Advisory Services**

Dear Mr. Brewer,

This letter will set forth the terms under which Winnett Perico, and related business entities. (the “Company”) engages Adamson Brothers, LLC. (the “Advisor”) as its independent financial advisor in one, or a series of, Financings. For purposes herein, a “Financing” shall mean any public offering and/or any privately negotiated debt, equity or equity-linked investment accepted by the Company, which shall include, but is not limited to, any placement executed in compliance with certain exemptions provided for under the Securities Act of 1933, as amended (a “non-Rule 144a transaction”) or any registered direct transactions such as a primary shelf equity line or resale shelf equity line. The Company desires to raise capital through such a Financing for the purposes of funding the working capital requirements of the Company.

1. The Company hereby retains Advisor on the basis of Placement Fee only (with no out of pocket expenses paid by the company) to perform consulting services related to corporate finance and other financial services matters in connection with the Transaction, and Advisor hereby accepts such retention. In this regard, subject to the terms set forth below, Advisor shall furnish to the Company advice and recommendations with respect to such aspects of the business and affairs of the Company as it relates to the Transaction, as the Company shall, from time to time, reasonably request upon reasonable notice. In addition, Advisor shall hold itself ready to assist the Company in evaluating and negotiating particular contracts or transactions, concomitant with, or appurtenant to, the Transaction, if requested to do so by the Company, upon reasonable notice. Notwithstanding the foregoing, Advisor shall hold itself ready to assist the Company in evaluating and negotiating particular contracts or other transactions if requested to do so by the Company, upon reasonable notice, and will undertake such evaluations and negotiations upon prior written agreement as to additional compensation to be paid by the Company to Advisor with respect to such evaluations and negotiations. The Company has the sole discretion to accept or reject any party or offer introduced by the Advisor. Nothing herein shall require the Company to utilize Advisor’s services in any particular transactions nor shall limit the Company’s obligations under any other agreement or understanding.

2. The Company and Advisor acknowledge and agree that Advisor may act as a finder of potential sources of Financing. The Company hereby agrees that in the event Advisor shall first introduce to the Company another party or entity, and that as a result of such introduction, a Financing is consummated (the "Introduced Financing"), the Company shall pay to Advisor a fee equal to ten (10%) percent of the total amount of the Financing (an "Placement Fee"). Any such Placement Fee shall be paid in cash at the closing of the Financing to which it relates.

3. In addition, the Company further agrees that in the event of an Introduced Financing, the Company shall deliver to Advisor a certificate representing ten (10%) percent of the total amount of the Financing payable in shares of the Company's common stock (the "Equity Fee") at closing. For purposes herein, each share of the Company's common stock payable pursuant to an Equity Fee shall be valued at the price per share, on an as-converted basis, where application, at which such shares are sold in the Financing.

4. All obligations of Advisor contained herein shall be subject to Advisor's reasonable availability for such performance, in view of the nature of the requested service and the amount of notice received. Advisor shall devote such time and effort to the performance of its duties hereunder as Advisor shall determine is reasonably necessary for such performance. Advisor may look to such others for such factual information, investment recommendations, economic advice and/or research, upon which to base its advice to the Company hereunder, as it shall deem appropriate. The Company shall furnish to Advisor all information reasonably relevant to the performance by Advisor of its obligation under this Agreement which will permit Advisor to know all facts material to the advice to be rendered, and all material or information reasonably requested by Advisor. In the event that the Company fails or refuse to furnish any such material or information reasonably requested by Advisor, and thus prevents or impedes Advisor's performance hereunder, any inability of Advisor to perform shall not be a breach of its obligations hereunder.

5. Nothing contained in this Agreement shall limit or restrict the right of Advisor or of any partner, employee, agent or representative of Advisor, to be a partner, director, officer, employee, agent or representative of, or to engage in, any other business, whether of a similar nature or not, nor to limit or restrict the right of Advisor to render services of any kind to any other corporation, firm individual or association.

6. Advisor will hold in confidence any confidential information which the Company provides to Advisor pursuant to this Agreement unless the Company gives Advisor permission in writing to disclose such confidential information to a specific third party. In addition, all confidential information which the Company provided to Advisor in connection with the

Transaction shall be considered confidential information for purposes of this Agreement. Notwithstanding the foregoing, Advisor shall not be required to maintain confidentiality with respect to information (i) which is or becomes part of the public domain; (ii) of which it had independent knowledge prior to disclosure; (iii) which comes into the possession of Advisor in the normal and routine course of its own business from and through independent non-confidential sources; or (iv) which is required to be disclosed by Advisor by governmental requirements. If Advisor is requested or required (by oral questions, interrogatories, requests for information or document subpoenas, civil investigative demands, or similar process) to disclose any confidential information supplied to it by the Company, or the existence of other negotiations in the course of its dealings with the Company or its representatives, Advisor shall, unless prohibited by law, promptly notify the Company of such request(s) so that the Company may seek an appropriate protective order.

7. The Company agrees to indemnify and hold harmless Advisor, its partners, employees, agents, representatives and controlling persons (and the officers, directors, employees, agents, representatives and controlling persons of each of them) from and against any and all losses, claims, damages, liabilities, costs and expenses only as result of (and all suits, proceedings or claims in respect thereof) and any legal or other expenses in giving testimony or furnishing documents in response to a subpoena or otherwise (including, without limitation, the cost of investigating, preparing or defending any such action, suit, proceeding or claim, whether or not in connection with any action, suit, proceeding or claim in which Advisor is a party), as and when incurred, directly or indirectly, caused by, relating to, based upon or arising out of Advisor's service pursuant to this Agreement. The Company further agrees that Advisor shall incur no liability to the Company or any other party on account of this Agreement or any acts or omissions arising out of or related to the actions of Advisor relating to this Agreement or the performance or failure to perform any services under this Agreement except for Advisor's intentional or willful misconduct. This paragraph shall survive the termination of this Agreement.

8. This Agreement may not be transferred, assigned or delegated by any of the parties hereto without the prior written consent of the other party hereto.

9. The failure or neglect of the parties hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Agreement, or their waiver of strict performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment in the future of such term or condition, but the same shall continue in full force and effect.

10. This Agreement is for a term of twelve (12) months (the "Term"). This Agreement may be terminated by either party, at any time, upon 30 days' written notice.

Paragraphs 2, 3, 6 and 7 shall survive the expiration or termination of this Agreement under all circumstances.

11. Any notices hereunder shall be sent to the Company and to Advisor at their respective addresses set forth below. Any notice shall be given by registered or certified mail, postage prepaid, and shall be deemed to have been given when deposited in the United States mail. Either party may designate any other address to which notice shall be given, by giving written notice to the other of such change of address in the manner herein provided.

12. This Agreement has been made in the State of New Jersey, United States of America and shall be construed and governed in accordance with the laws thereof without giving effect to principles governing conflicts of law.

13. This Agreement contains the entire agreement between the parties in connection with an Financing, may not be altered or modified, except in writing and signed by the party to be charged thereby, and supersedes any and all previous agreement between the parties relating to the subject matter hereof.

14. This Agreement shall be binding upon the parties hereto, the indemnified parties referred to in Paragraph 7, and their respective heirs, administrators, successors and permitted assigns

Yours very truly,

Andy Altahawi

Adamson Brothers, LLC



Agreed to and accepted this:

Winnett Perico

By: Mr. Dennis J. Brewer



### **Consultancy Agreement**

AGREEMENT entered into this September 8th, 2015, by and between (1) Adamson Brothers, LLC (hereinafter referred to as Consultant), and (2) Winnett Perico, 5151 East Broadway Boulevard, Suite 1600, Tucson, Arizona 8571 (hereinafter referred to as the company)

WHEREAS, The Consultant is an investment banker; specialized in private placements and IPOs, whereas the consultant will assist the company to initiate a direct public offering, and will perform specific duties as per “Annex A”

WHEREAS, the company is an independent entity develops organic farms, and is willing and able to enter into this consultancy agreement.

NOW THEREFORE, the parties herein expressly agree as follows:

The Consultant has agreed to enter into this agreement to assist the company and for the sole purpose of initiating a holding company, whereas the holding company will file S1 registration statement with the SEC to go public.

### **FINANCIAL ARRANGEMENTS:**

- 1- The company will pay at signing this agreement 40,000 to cover the legal, audit, PPM, SEC, registration fees including the consultancy fees.
- 2- The company will assume all other operating company expenses as the company audit and its ongoing reporting fees as needed.

**NON-CIRCUMVENTION:**

All partners, its employees, agents, associates, subsidiaries, consultants, advisors, attorneys, and their assigns, and any other person or entity connected to, associated with or would benefit, directly or indirectly from the current agreement.

**ASSIGNMENT:**

This agreement shall not be assigned by either party without the prior written consent of the other, and any purported assignment shall be considered null and void.

**TERMINATION:**

This agreement shall commence when signed by all parties, and shall continue in full force until approval.

**ENTIRE AGREEMENT:**

This Contract of Understanding contains the entire understanding of the Parties regarding its subject matter. It supersedes all previous written or oral negotiations, deal memos, understandings or representations between the parties regarding its subject matter, if any. Each Party expressly waives any right to rely on such negotiations understandings or representations, if any.

**NO WAIVER:**

No waiver of any breach will waive any other breach. No waiver is effective unless in writing. The exercise of any right will not waive any other right or remedy.

**MODIFICATION:**

No modification or amendment of this Agreement will be effective unless in writing and signed by both parties.

**CONFIDENTIALITY:**

Each party shall hold in confidence the terms of this contract of understanding and shall not disclose, publish or make copies of any such confidential information without the written consent of the party to which the information relates, unless requested to do so by law.

**APPLICABLE LAW:**

2. This agreement shall be governed by, and shall be interpreted and enforced in accordance with the laws and courts of the State of New Jersey.

IN WITNESS WHEREOF, the parties herein have executed this Agreement on the date set forth above.

Adamson Brothers, LLC

Winnett Perico

by: 

Mr. Andy Altahawi

by: 

## ANNEX A

1. Initial due diligence, including, specifically: ensuring proper corporate formation and requisite filing with relevant State agency, as well as assessment of corporation's capital structure; creation of initial shareholder table.
2. Formation of entity valuation tables, including, specifically; the preparation of discounted cash flow model and per share valuation calculation;
3. Review and/or drafting of any necessary board of directors minutes, resolutions or consent agreements;
4. Review and/or drafting of any relevant/necessary employment, consulting or other agreements governing services for relevant employees, contractors and other service providers;
5. Review and/or drafting of any relevant investment and other related documents for current shareholders and debt holders;
6. Preparation and drafting of a Private Placement Memorandum for purposes of identifying pre-IPO investors;
7. Drafting and submission of S-1 Registration statement and all components included therein, with the explicit exception of those otherwise provided for by the corporation's licensed accountant;
8. Preparation and filing of all relevant Blue Sky registrations;
9. Origination of corporation's EDGAR filing status;
10. Drafting of proposed 15c-211 statement; identification and engagement of potential market makers;
11. Identification and engagement of potential underwriters; review of proposed underwriting agreements;
12. Obtain ticker symbol via OTC Bulletin Board.
13. Draft DTC Opinion letters; submission to DTC, where applicable; and
14. Any and all services not herein contemplated which are deemed reasonably necessary for the effectuation of the goals so stated in this Engagement Agreement.



## Intelligent Office Membership Agreement

### Service Categories:

- ☒ Facilities Only - Professional address and receipt of mail with option to use conference rooms and offices
- ☐ Business Identity Live - Professional address package with entry-level office usage and communications
- ☐ Intelligent Assistant® - Full-service, professional live answer receptionist trained as a member of your staff
- ☐ Dedicated Office - Leased office space for a designated term with Intelligent Assistant®

**COMPANY NAME:**

Winnett Perico

Billing Contact: Dennis Brewer

Street Address: 5151 E Broadway Blvd Suite 1600

City: Tucson

State: Arizona

Zip Code: 85711

Phone Number: (970) 744-3206

Office: 520-745-4403

Email Address: dennis\_brewer@winnettorganics.com

### Detailed Membership Information:

### Recurring Monthly Fee

### Installation

Facilities Only		
Business Identity Live		
Intelligent Assistant® Options:		
Intelligent Assistant®		
Simple Forward		
Screened Forward		
Per Call Plan		
With Business Identity Live		
Additional Members (5 members @ \$35.00/mo)	\$175.00	\$0.00
Dedicated Office		
Additional Services:		
1)		
2)		
3)		
4)		
5)		

NOTES:

**TOTAL:**

\$175.00

\$0.00

Start Date:

10/1/2015

IO Phone Number:

Recurring Monthly Fee:	\$175.00	
One-time Installation:	\$0.00	Adjustments:
Deposit:	\$175.00	
<b>TOTAL INITIAL PAYMENT:</b>	<b>\$350.00</b>	

www.intelligentoffice.com



## TERMS AND CONDITIONS RIDER

1. Facilities Only allows the Member to use the address of the center (the "Center") specified in the Membership Agreement as the Member's business address for purposes of receiving mail. The Member may not use the Center's address as the address of its registered office for purposes of incorporation or for any other purpose designated by Intelligent Office.

2. **Business Identity Live** includes the Facilities Only services and allows the Member the following:
- Use of conference rooms and other business services on demand (to the extent available) at Intelligent Office's standard fees.
  - Full-time receptionist with live personal telephone answering during normal business hours and voicemail service after business hours;
  - A listing in the office directory in the building in which the Center is located, if available.

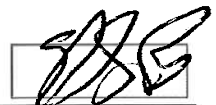
*Business Identity Live allows the Member to receive phone calls and faxes to an Intelligent Office dedicated business telephone number and to have Intelligent Office answer those calls in the company or business name designated by the Member. Intelligent Office will handle calls, faxes, and mail in the manner specified by the Member, who must pay for all related forwarding and service charges. Private or office-space time may be used only in eight-hour (full day) increments in an office specified for that particular use. Time not used in any month may not be carried forward to a subsequent month. Private-office-space time is only for the location specified in the Membership Agreement and may not be used at another Intelligent Office Center. Private-office-space time is only for private offices and may not be used for other Intelligent Office services such as conference-room space. Intelligent Office alone determines the private-office space assigned to the Customer. Notwithstanding anything in the Membership Agreement to the contrary, the Member must pay for Private Office Services in advance, not later than the tenth of the month for that month's services. For live personal answering of 10 or fewer calls a month, the fee for Business Identity Live services is included; for 11 or more calls a month, the fee will be adjusted according to the volume of actual calls.*

3. **Intelligent Assistant®** entitles the member to receive phone calls and faxes to an Intelligent Office dedicated business telephone number and to have Intelligent Office answer those phone calls in the company or business name, designated by the member. If desired, a member may add Business Identity Live to Intelligent Assistant which allows the member:
- Facilities Only address and mail services;
  - A listing in the office directory in the building in which the Center is located, if available.
  - Use of conference rooms and other business services on demand (to extend available) at Intelligent Office's standard fees.
4. **Dedicated Office** entitles the member to have and use a private full-time office, with 24/7 access, in addition to Intelligent Assistant Services.
5. **The Member** must use any Intelligent Office Services it purchases under the Membership Agreement in accordance with the Policies and Procedures attached to the Membership Agreement. Intelligent Office may supplement and revise the Policies and Procedures from time to time, and the Member must comply with such supplements and revisions. The Policies and Procedures, as supplemented and revised, are considered part of the Membership Agreement, being incorporated by reference.
6. **The rights** granted the Member under the Membership Agreement (including the right to use private office space) may not be assigned to, or used by, anyone other than the Member, OR those registered with the member's account and approved by Intelligent Office.
7. **Intelligent Office** may immediately terminate the Membership Agreement if:
- The Member becomes the subject of an insolvency, bankruptcy, receivership, or like proceeding.
  - The Member fails to timely pay any amount due under the Membership Agreement or otherwise defaults under the Membership Agreement (such defaults including failing to comply with the Policies and Procedures);
  - The Member defaults under any agreement with any other Intelligent Office Center; or
  - The Member uses any of the services provided under the Membership Agreement for obscene, immoral, scandalous, or unlawful purposes; or for any purpose, or in any manner, that will harm the Center's, or the Intelligent Office trademark's, good will or public reputation. Upon termination, the Member must pay Intelligent Office all fees that would have been due during the remainder of the term had the Membership Agreement not been terminated; and the Member must indemnify Intelligent Office for all liabilities, damages, and expenses it incurs, or to which it becomes subject, because of termination or the acts of omissions on which termination is based.
8. **The Center** is an independently owned and operated franchise of the Intelligent Office franchise system. Accordingly, the Member understands that it is entering the Membership Agreement with a franchisee and not with the franchisor of that system, The Intelligent Office System, LLC, who is not a party to the Membership Agreement and is not bound by, or liable under or in connection with, the Membership Agreement.
9. **The Membership Agreement** is governed by the law of the state in which the Center is located.
10. **Intelligent Office** and the member must comply with all applicable U.S. Postal Service laws and regulations concerning the delivery and receipt of mail.
11. **The Provisions** of this Section apply only if the Member is purchasing a Facilities Only Membership. The Member must complete and sign U.S. Postal Service Form 1583 to receive mail and packages at the Center. Intelligent Office may disclose the Membership Agreement and Form 1583 to the U.S. Postal Service and law-enforcement and other governmental agencies, as well as others to whom it is lawfully required to do so. The Member must also complete and sign any other documents that may be needed regarding service of process. The Member must use, without modification, the exact mailing address, including Private mailbox designation, in the manner required by Section 3 of Form 1583. The delivery address for all mail sent to the Member at the Center must be presented as follows:
- Line 1 - the Member's name or other identification;
  - Line 3 - Street number; and
  - City, State and ZIP Code.

The U.S. Postal Service may return improperly addressed mail to the sender with the endorsement "Undeliverable as Addressed, Missing PMB or # Sign"

12. **After the expiration** or sooner termination of the Membership Agreement, Intelligent Office will return to the sender of all mail addressed to the Company that is received by the Center. At such time, the Member must notify all relevant parties of its new address. The Member must not file a change-of-address form with the U.S. Postal Service.
13. **Intelligent Office** is not liable for loss or damage, or deemed in breach of the Membership Agreement, if its failure to perform its obligations results from any of the following causes:
- Telecommunications and utilities interruptions (including loss of Internet and electrical service), computer malfunctions (including malfunctioning computer hardware and software and peripherals), extreme weather and climatic conditions (including hurricanes, lightning, cyclones, and flooding), transportation shortages or inadequate supply of equipment, merchandise, labor, material, or energy;
  - Compliance with any applicable law;
  - War, acts of terrorism, strikes, natural disaster, or acts of God; or
  - Any cause beyond its control.
- Any delay in Intelligent Office's performance resulting from any of those causes extends the time for performance accordingly or excuses performance, in whole or in part, as may be reasonable. Without limiting the generality of the foregoing, the Member acknowledges that services involving, or depending upon computers or the Internet may be unreliable and that services interruptions thus will occur even in the exercise of the greatest care. Accordingly, Intelligent Office disclaims any representations, warranties, and covenants - express or implied - that the services it is obligated to perform that involve, or depend upon, using computers, software, or the Internet will be provided free from interruption or malfunction.*
14. **THE PARTIES WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EAST IS LIMITED TO THE RECOVERY OF ACTUAL DAMAGES IT SUSTAINED. INTELLIGENT OFFICE'S LIABILITY FOR SUCH ACTUAL DAMAGES IS LIMITED TO THE AMOUNT THE MEMBER PAID FOR THE SERVICE OR SERVICES FROM WHICH THOSE DAMAGES AROSE, SUCH AMOUNT BEING EQUAL TO THE FEES PAID THEREFOR IN THE MONTH IN WHICH THE DAMAGE OR DAMAGES WERE SUSTAINED. INTELLIGENT OFFICE HAS NO LIABILITY FOR ANY DEFAULT UNDER THE MEMBERSHIP AGREEMENT - OR FOR ANY ACT OF OMISSION RELATING THERETO - RELATING TO THE U.S. POSTAL SERVICE'S OR ANY COMMERCIAL COURIER OR CARRIER SERVICE'S FAILING TO DELIVER ANY ITEM, OR FAILING TO DO SO IN A TIMELY MANNER, OR INTERRUPTING ITS SERVICE. INTELLIGENT OFFICE MAKES DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE U.S. POSTAL SERVICE WILL DELIVER OR FORWARD THE MEMBER'S MAIL OR DO SO IN A TIMELY MANNER.**
15. As a client, your company will be working closely with highly trained and personable employees of The Intelligent Office. We value our staff and understand the attraction to hire these people for other employment. Therefore, should any of The Intelligent Office staff be induced or diverted to employment with your company while employed by Intelligent Office or within 6 months of being an employee of Intelligent Office, it is agreed that The Intelligent Office will be recognized as providing employment services to your company. The cost of such services shall be deemed to be the equivalent to three months of affected employee's salary, payable to The Intelligent Office at the time of employing an Intelligent Office staff member.
16. **The Membership Agreement** and the attached Policies and Procedures and riders and other agreements expressly referred to in the Membership Agreement represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersede all other negotiations, understandings and representations if any made by and between the parties. No representations, inducements, promises or agreements, oral or otherwise, if any, not embodied herein are of any force and effect. The provisions of the Membership Agreement may be amended, supplemented, waived or changed only by a written document signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought and making specific reference to the Membership Agreement.

Client Initial:



www.intelligentoffice.com



**Payment Details:**

**You will receive your invoice by email, unless other instructions are provided.**

Your invoice will always be sent on the 1st of the month. Should the 1st fall on a weekend, you will receive your invoice on the preceding Friday. Monthly invoices/statements include recurring charges billed in advance and variable expenses for the month prior. Mailed billings are subject to an additional fee. Overdue payments are subject to a per month late fee. Returned checks and declined EFT's are subject to a return fee. Your invoice will be sent to the email address listed on page 1 of this agreement. If any of your contact information changes at any time, please make sure to let us know. It is always helpful for us to have the most current information.

This agreement will be in effect for a period of  months between the undersigned party and Intelligent Office thereafter until terminated in writing with thirty (30) day notice by either party. Base membership rates are subject to change at the end of the agreement term. When the contract term is completed, the account will continue service on a month-to-month basis with the additional monthly option fee. With renewal of the agreement, there will be no monthly option fee.

**Monthly Payment Method:**☐ Electronic Funds Transfer☐ Non-EFT Payment**Due Date:**

Payments are due by the 5th of each month

Specify Method of Payment

*Please fill out attached billing form.*

Member acknowledges that he/she has read all the foregoing provisions in the Membership Agreement, and all the provisions in the Terms and Conditions Rider that follows, and agrees to be bound by all those provisions.



Signature of Member

Printed Name:

Today's Date

9/15/15

Prepared By: Jim Fisher



Intelligent Office  
www.intelligentoffice.com

5151 E Broadway Blvd  
Suite 1600  
Tucson, AZ 85711  
520-512-5400

## Agreement for the Provision of Limited Professional Architectural Services

**Firm (Consultant):**

Belli Architectural Group  
313 Salinas St.  
Salinas, CA 93901

**Client:**

Winnett Organics  
1635 Foxtail Drive  
Loveland, CO 80538

**Date:** September 16, 2015**Project No:** 14077**Project Name/Location:** New Cooler Facility in Case Grande Arizona

**Scope of Services:** Ambient warehouse distribution building conversion to cooler and related improvements.

**Fee Agreement:** Architectural services billed on a time and materials basis per attached fee schedule dated January, 2015, or as revised.

Engineering and consulting billed separately per attached fee schedule.

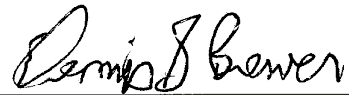
Changes to project Scope of Services subject to Client approval via Change Management Plan attached and billed separately per attached fee schedule.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions, the day and year first above written.

Consultant: By

(Signature)

Client: By



(Signature)

Name:

Raymond Lino Belli, Jr.

**ARCHITECT C-18071**

Name:

Dennis Brewer

Title:

President

Title:

CEO

Address:

313 Salinas Street  
Salinas, CA 93901

Date:

9/17/2015

**This fee proposal is good for 30 days from the above mentioned date.**

## TERMS AND CONDITIONS

The firm shall perform the services outlined in this agreement for the stated fee arrangements.

### Access to Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

### Billings/Payments:

Invoices for the Firm's services shall be submitted on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

### Additional Services:

The above defines the limits of our proposed scope of services. Any services beyond those specifically outlined above will be considered as additional services and subject to renegotiation of the Agreement or billed at our standard billing rates.

### Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5 % (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

### Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless, the Firm, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

### Certifications:

Guarantees and Warranties. The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

### Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall be the greater of \$50,000 or the amount of the Firm's fee. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

### Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

### Ownership of Documents:

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights.

# Fee Schedule

January 2015

## General

The following list of fees and reimbursable expense items shall be used in providing service in the agreement. The prices of these fees and items shall be annually adjusted, upon issuance of an updated Standard Schedule of Compensation.

## Hourly Rates

Principal/Lead Designer	\$190.00
Senior Project Manager	\$155.00
Project Manager	\$140.00
Senior Designer	\$127.00
Designer	\$117.00
Senior CADD	\$105.00
CADD	\$ 95.00
Technical Assistant	\$ 70.00

## Outside Consulting Services

Outside Consultants, Laboratory Costs, Surveys and Other Expenses, if any will be billed to the Client at Actual Face Value of the total invoice, plus ten (10%) percent.

## Reimbursable Expenses

In House Large Format Color Prints (larger than 11x17):

Color Line Drawing	\$33.00 Per Print
Color Area Filled	\$52.80 Per Print
Color Photo/Rendering	\$72.60 Per Print

In House Large Format Black & White Prints \$ 1.60 Per Print

In House Small Format Color Copy .50 Per Sheet

In House Small Format Black & White Copy .30 Per Sheet

Advanced Agency Fees Billed to the Client at Actual Face Value of the total invoice, plus ten (10%) percent.

All other reimbursable expenses such as printing, postage, travel, and meals billed to the Client at Actual Face Value of the total invoice, plus ten (10%) percent.

## Change Management Plan

**Firm (Consultant):**

Belli Architectural Group  
313 Salinas St.  
Salinas, CA 93901

**Client:**

Winnett Organics  
1635 Foxtail Drive  
Loveland, CO 80538

**Date:** September 16, 2015**Project No:** 14077**Change Management Plan #**

**Contract Language:** Changes to project Scope of Services subject to approval via Change Management Plan attached and billed separately.

**Identify Change:****Impact To:**

**Budget:** \_\_\_\_\_

**Schedule:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**Individual Endorsing Change:**

\_\_\_\_\_  
Project Manager (Name)

\_\_\_\_\_  
Project Manager (Signature)

**Authorization to Proceed With Change:**

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Owner/Client

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

Attendees; Phone Conference

(Owner) Dennis Brewer, Winnett Organics  
(Owner) Mike Castro, Winnett Organics  
(Owner) Greg Crossgrove, Winnett Organics  
(Belli) Lino Belli, Belli Architectural Group  
(Belli) Casey Jerome, Belli Architectural Group  
(Belli) Cari Ellis, Belli Architectural Group  
(Mech, Plumbing, Refrigeration, Fire Protection) Tim Ryan, Ryan-Revera Consulting

## 09/18/15 Meeting Minutes

### Meeting Comments

- 1) Program has changed to only include Onions (White & Red), Carrots & Potatoes.
- 2) Onions will take up 1 line.
- 3) Verify Cull collection location based on equipment layout.
- 4) Produce other than onions, carrots and potatoes will arrive thru the truck docks but will be field packed and/or field cooled, melons for example.
- 5) Since product will be cooled in the field, pressure coolers are no longer required in the facility.
- 6) Possibly 2 temperature zones conditioned to the comfort of the produce.
- 7) Employee count per shift will depend on vendor input as to how many employees per line.
- 8) Apex is likely refrigeration contractor.
- 9) Willmeng Construction is slotted to be the general contractor for the project.
- 10) Volm will be the vendor for the carrot processing line.
- 11) AgPak will be the vendor for the onion processing line.
- 12) Mt. Pac will be the vendor for the potato processing line.
- 13) Box making mezzanine will be required; 1 box making line for each processing line.
- 14) Truck staging will be needed, possibly stage trucks on adjacent site.
- 15) Belli shall contact Rafael Gomez for food safety questions.
- 16) Winnett Organics will possibly have 20 employees in the office/ admin area.
- 17) Need to add floor drains (trench drains or area drains) inside cooler for process water.
- 18) Need to add insulated metal walls in processing area.
- 19) Need to add insulated metal ceiling throughout conditioned space to separate cold rooms from plywood ceiling and skylights.
- 20) Refrigeration engineer will proceed with design based on an ammonia system.
- 21) Belli to confirm with drawings the wastewater pipe size.
- 22) Belli to layout Employee Services (break room, restrooms, smock room, lockers, etc).
- 23) Address trucker lounge/restroom, most truckers will be employees of Winnett Organics.
- 24) Confirm concrete floor finish. Note: Epoxy coat will add 30-40 days to project schedule.
- 25) Hydrogen powered forklifts (not battery). How are Hydrogen containers stored, and where?
- 26) Winnett Organics to contact Nikki Rodoni for LEED qualifications.

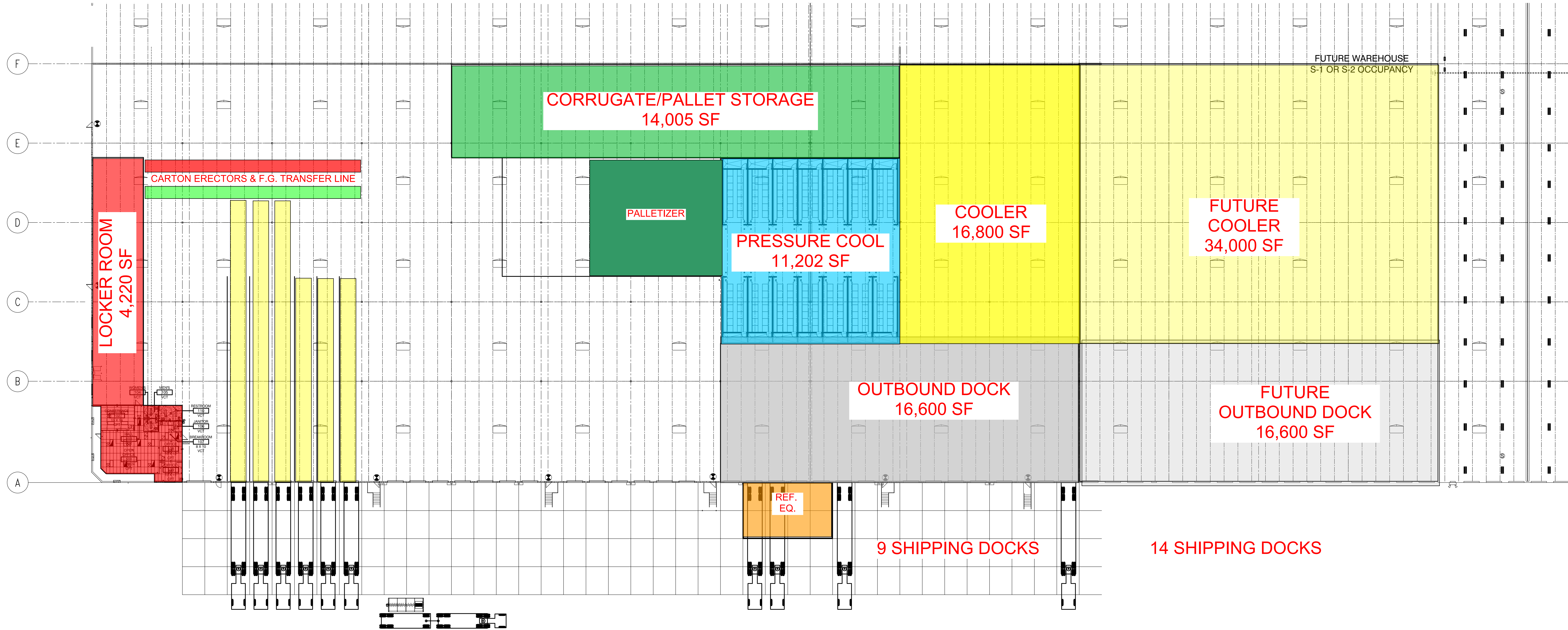
### Attachments

- 1) 14077\_Layout 1a.pdf

### **End of Meeting minutes**

If your understanding is different than what has been expressed above, please contact Belli Architectural Group within 3 days of receiving this document.





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)<sup>1</sup>

**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><b>Sale Price</b></u>	<u><b>Selling Commissions<sup>2</sup></b></u>	<u><b>Proceeds to Company</b></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**

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

<sup>2</sup> 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](http://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.

	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
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.

## USE OF PROCEEDS

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 Offering<sup>1</sup></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%

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<sup>1</sup> 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**

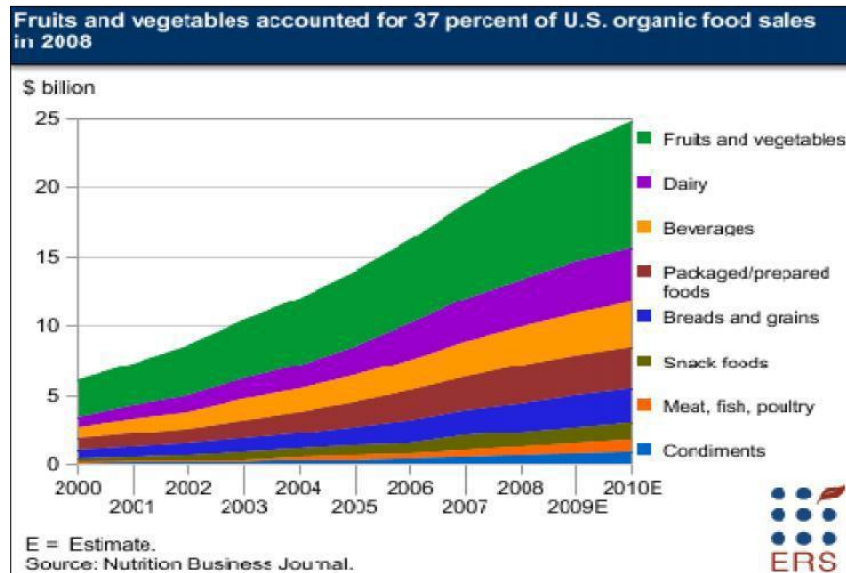
The \$31 Billion organic market is growing 9.5% annually. The organic market is growing 9.5% (\$3 billion) annually in the US, according to the Organic Trade Association ([www.ota.com](http://www.ota.com)). Sales have increased from \$1 billion in 1990 to \$31.5 billion in 2011. The industry will likely 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 3<sup>rd</sup> 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.

<b><u>Name of Beneficial Owner</u></b>	<b><u>Amount of Beneficial Ownership(1)</u></b>	<b><u>Percentage Ownership Before Offering</u></b>	<b><u>Percentage Ownership After Maximum Offering(2)</u></b>
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**



## Los Angeles Management Meeting Agenda

September 24, 2015

- Start dates
  - VPs
  - Other personnel
- Operating authority - VPs
  - October – expense control, payroll
  - Subsequent transition – budgetary control with CFO, CEO oversight
- Customers
  - Mass market – Krogers, Albertsons, Sobeys, Winco
  - Distributors – Albert's, Charlie's, Earthbound, Bridge's, Grimmway
  - Specialty direct – Whole Foods
  - Brokers- Sutherland, Robinson
- Interim crop availability during farm startup, Casa Grande construction
- Long term crop availability
- Farms
  - Startup – timing of first crops
- Packing House
  - Project manager
  - Schedule
  - Contracts, budgeting, and cost control
- Logistics
  - Shuttles
  - Long haul
- Finance
  - October
  - Q4, Q1
  - Ongoing operations
- Systems
  - LandMaster, CropCare, Harvesting, GeoMaps, BarnManager, FieldTime  
<http://www.landmagic.com/>
  - NetSuite
  - iTrade
  - WiFi, RF, RFID
  - BT-9, RFSmart integration



- Cold Chain and Process Monitoring
- Human Resources
- Pricing
- Controller
- Procurement
- Open positions
  - Finance – Controller, Procurement, Pricing, Automation, Software & Support, Human Resources
  - Sales and Marketing - ?? Marketing, Inside Sales
  - Operations – Logistics
- Administrative details
  - Email addresses and business cards
  - Phones
  - Offices – temporary 5151 E Broadway  
<http://www.intelligentoffice.com/arizona/tucson/>
  - UA Tech Center – cubicles <https://techparks.arizona.edu/office-space-available>
- Next steps
  - Customer contact
  - Farm lease and construction
  - Casa Grande kickoff meeting
  - Hiring personnel
  - Certifications – food safety, organic
  - Systems

Bashas- Phoenix  
Get Fresh Sales-Las Vegas  
Sprouts:CA-AZ-TX-UT  
Stater Bro. San Bernardino  
Raleys-Sacramento  
Smart and Final-L.A  
Bristol Farms- L.A  
Trader Joes-L.A  
HEB- San Antonio  
Harris Teeter-Charlotte- Kroger  
4Earth-MCL-L.A  
Gelsons-L.A  
Better Life-L.A  
Kroger-Cincinnati- Corporate  
Albertsons/Safeway- Boise Corporate-So. Cal buying office. Pleasanton, CA  
Ahold- Carlisle, PA Corporate  
Harold Crawford Brokers-Bakersfield  
Publix, Lakeland, FL  
C&S Wholesale- Northfield MA  
C.C produce Kansas City  
Associated Food Stores Utah  
Brothers Produce-Austin  
Associated Wholesale Grocers: Kansas  
Wal-Mart Bentonville, AR--Sams Club  
Frys-Phoenix-Kroger  
Ralphs=Compton, CA- Kroger  
Dillons-Denver  
Acme Markets-Philly-Ahold  
Demoulas Market Basket, Tewksbury, MA  
Fresh Market- Greensboro  
Castellini Company- Cincinnati  
Super-Valu Min, MN  
Schnucks- St Louis

○

**Casa Grande Plant  
Kickoff Meeting - September 25, 2015  
Belli Architectural Group Salinas, CA**

Introductions - Roles and responsibilities

WinnettOrganics

Project manager

Engineering support

Belli Architectural Group

Axiom Engineers

Vendors

Project manager, engineers, installation team staffing (We expect someone to represent each vendor. We do not expect your entire team to be present at the meeting.)

Presentation of lines (45 minutes allowed per line) - Key equipment, environmental requirements, utility connections, project staffing, and operational staffing

Onion line - AgPak

Tomato/Pepper - TBD

Carrot - Volm

Potato - Mountain Pacific

Palletizers - finished goods - Volm

De/Repalletize lines - TBD

Coolers

Rooms, drains, pallet racking, monitoring system

Pressure coolers

Rooms, drains, pallet racking, monitoring system

Refrigeration plant

Project schedule

Critical path, key overlaps required to attain completion date

Payment schedule

Current status of Winnett Perico equity and debt financing

Project reporting

Written status reports

Project status meetings

Project contact directory

Site access and security

Wrap- up and next steps

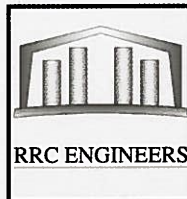


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602.864.1600

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209.366.6880

238 W. 35 S.  
Burley, ID 83318  
208.473.8084



**RYAN-REVERA CONSULTING**  
MECHANICAL ENGINEERS

Winery Design  
Industrial Refrigeration  
Site Utilities

**Tim G. Ryan, P.E.**  
Project Engineer

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Salinas, CA 93901

831-288-6221 ext. 1  
timr@rrc-engineers.com



**Cari Ellis**

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**Lino Belli, AIA**  
Architect, LEED AP

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Sales Manager

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PARTS SALES:  
877-466-9033

**MOUNTAIN  
PACIFIC  
MACHINERY**

**DEAN W. SMITH**  
President

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(503) 784-6681 Cell  
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Owner

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**willmeng**  
"We Build Trust, Teams & Integrity"

AZ ROC B-01 082904

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**Winnett Perico, Inc.**  
*Organic Fresh Food Specialists*

**Dennis Brewer**  
Chief Executive Officer

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Dennis\_Brewer@WinnettOrganics.com  
www.WinnettOrganics.com



**WinnettOrganics**



**RYAN KAUTZKY**  
Engineering Manager - VEST

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**WAYNE DeCOU**  
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AZ ROC B-01 082904

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**WinnettOrganics**



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**Gregory P. Crossgrove, Inc.**  
**Agriculture Consultant**

**GREG CROSSGROVE**

Cell: 602-908-6357 Email: gpcremote@yahoo.com  
Website: www.crossgroveconsulting.com



Winnett Organics  
Hanna Road Processing Cooler  
Casa Grande, AZ.

#### Attendees

Owners - Dennis Brewer, CEO; Mike Castro, VP Operations (Winnett Organics)  
Owners Consultant - Greg Crossgrove (Ag Consultant)  
Architects - Lino Belli; Casey Jerome; Cari Ellis (Belli Architectural Group)  
GC - Mike Mongell, Tom Jarvis (Willmeng Construction)  
Onion Line - Jon Weening (Weening Brother Manufacturing WBM); Andy Currie (Ag-Pak, Inc.)  
Potato Line - Neil Justesen (Southern Field Welding SFW Food Processing); Dean Smith (Mount Pac - Mountain Pacific Machinery)  
Carrot Line - Wayne DeCou, Scott Erickson, Ryan Kautzky (Volm Companies)  
Liquid Hydrogen Providers - John Gerra, Fernando Corral (Plug Power)  
Refrigeration Engineer - Tim Ryan (Ryan-Rivera Engineering);  
Refrigeration Contractor - John Murdaugh (Apex Refrigeration & Boiler)  
Sustainability Consultant - Nikki Rodoni (Measure To Improve, LLC).

#### On Conference Call

Structural Engineer - Rob Campbell (Campbell Structural)

## 09/25/15 Meeting Minutes

### Design Team Comments

- 1) **April 2016 Deadline (FIRM)**
- 2) **Onion Line - Jon (WBM) and Andy (Ag-Pak)**
- 3) Medium & Jumbo size onions packed
- 4) Tim Ryan needs CFM confirmed number for onion lines.
- 5) 18-20 people needed to operate onion line.
- 6) Equipment made of mild steel (NOT quoted for stainless steel).
- 7) 1, 2, 3, 5, 10, 20 lb. bag options.
- 8) Quick Tie Closure (automatic)
- 9) Onions to be cooled between 34-36F after bagging.
- 10) 75-78F Open In-Take Room / 65-68F Dry Room / 34-36F Wet Room
- 11) Onion Line needs forklift access on office side of processing line.
- 12) Dry, dusty environment = needs to be walled off to avoid moisture/humidity.
- 13) Each line will need its own area drains.
- 14) Belli to provide all consultants with drawings for onion lines. Ag Pak to provide dimensions.
- 15) Utilities are NOT recommended to be placed under slab (per line engineers). Wet conditions below floors. Configurations and conditions are always changing. Better to locate utilities above the ceiling with power drops.
- 16) ~30' max. ceiling height.
- 17) Highest point on onion line = ~20'.
- 18) Belli to locate access to walk-on ceiling.
- 19) Locate all utilities above ceiling. Verify ceiling height. Structurally reinforce (E) steel web trusses to carry added ceiling loads.
- 20) Get point loads for hopper lines. Will 6"-8" slab thickness be sufficient?
- 21) Does onion line need to communicate to boxing/palletizing line? Data needs?
- 22) Onion truck = 20 tons
- 23) Onion trucks utilize bottom belt trucks.
- 24) Need to locate cull location.
- 25) Onion Equipment takes +/- 4 weeks to install.
- 26) Need dust extractor.
- 27) Confirm with electrical engineer we can use 460 volt, 3 phase power.
- 28) **Nikki Rodoni Introduction - Sustainability Consultant**
- 29) Gill's Onions / Rio Farms specialists.



**30) Potato Line – Neil (SFW) and Dean (Mount Pac)**

- 31) #1 Priority for potatoes – dry dirt elimination. Clean out/eliminate soil debris before rinse process.
- 32) Utilities Needed: 1,500 gpm of chilled water.
- 33) Product Temp. = 80F In-Take / 45F Outbound
- 34) Potato Line to have capacity to cool down to 45F, but practically used at 65F.
- 35) 20 people max. needed to operate potato line.
- 36) Wicket / quick lock bags
- 37) 22'-24' highest point on conveyor line.
- 38) 60,000 lbs. max. for one spud truck.
- 39) 20-24 gpm of make-up rinse water needed.
- 40) 25 gpm water needed for polisher.
- 41) Screen ALL waste water. No industrial waste line in Casa Grande; all waste feeds into sewer line.
- 42) Utilities needed for potato line: Water, Air, Power (no data). All utility quantities listed on spreadsheet to be provided by SFW.
- 43) Potato line operation = April – July.
- 44) Potato equipment = +/- 6 weeks install time.

**45) Casa Grande Permitting Process – start conversation with City early!**

- 46) Permit refrigerated shell + process lines (electrical loads, equipment hold downs)
- 47) 2-3 week turnaround time for first submittal review.
- 48) Note – Casa Grande had 10% tax rate.
- 49) Casey to collect all consultant dwgs/PDFs/Info and upload to ShareFile to coordinate access and collaboration for all design team contributors.
- 50) Potato Line DEADLINE – April 2016 (harvested April – July)
- 51) Carrot Line DEADLINE – June 2016 (harvested Feb. – Oct.)
- 52) Onion Line DEADLINE – May 1<sup>st</sup> 2016.
- 53) ADD additional power to building. 6,000 amps total. ~4,400 amps already taken. ~1,600 amps available.
- 54) Factor in contingency plan for potential import delays.

**55) Carrot Line – Wayne, Scott and Ryan (Volm)**

- 56) Carrot line starts at side dump unit; ground level.
- 57) 26-30 people needed to operate carrot line.
- 58) Carrot In-Take method – Back in single trailer w/2 bins.
- 59) Hydro Cool – 1,500 gpm chilled water needed for carrot line.
- 60) Carrot machine have longest lead time.
- 61) Carrot processing room +/- 35F.

**62) General Considerations**

- 63) 36 total forklift drivers needed for entire plant.
- 64) 3 shifts = 12 forklift drivers per shift.
- 65) 20 people total in offices.
- 66) Interior Concrete curbs with 6" Insulated Metal Panels (IMPs) to free span up to ceiling.
- 67) 1 (E) 16' wide roll-up door with ramp on dock side near offices.
- 68) Consider adding wider door in second location for construction access / equipment delivery.
- 69) Willmeng (GC) to control Master Schedule
- 70) Design Integration – SFW to be responsible for coordination and confirming that ALL equipment lines will fit within the allotted area.
- 71) Winnett Organics Contacts: For all quotes/bills, please email Greg Crossgrove (██████████@yahoo.com) and Mike Castro ([Mike\\_Castro@WinnettOrganics.com](mailto:Mike_Castro@WinnettOrganics.com)). Please do not copy Dennis Brewer on quotes.
- 72) Belli to send out Permit Requirements to all vendors.
- 73) **Tuesday Mornings at 9:00 PST, Belli to lead weekly conference calls. Tuesday, 9/29 first conf. call.**
- 74) **Next site meeting – Wednesday 9/30 at 9:00am PST.**
- 75) **Follow-Up Site Meeting – Tues. 10/27 in Casa Grande. = FINAL SIGN OFF FROM OWNER TO EQUIPMENT VENDORS.**
- 76) Waste Water Sump – consider locating on adjacent 21 acre lot. Belli to verify lot line limitations, legal agreement.
- 77) Area drains preferred over trench drains.
- 78) Corrugated pallet storage to be located underneath box making mezzanine.
- 79) Split Cooler Area: 1) 34F 2) 60-65F
- 80) 6' wide forklift aisles within cooler space. Single layer pallet access (accommodates more SKUs).
- 81) Carrots to be stored at 34F
- 82) Onions and Potatoes to be stored at 60-65F

**83) Palletizing System**

- 84) Robotic palletizing system – 6 different pallet types assembled at once.
- 85) 10.5" thick slab OR 7"x7' 1" thick steel plates used to distribute point loads of pallet maker.
- 86) DRY AREA – no water to be near palletizer.

- 87) Palletizer designer (Volm) to be responsible for coordinating and controlling conveyor systems.
- 88) Ambient temp for palletizing room to be 34F.
- 89) Box making mezzanine is preferred, but each line could have its own separate box maker. Dependent on final line design.
- 90) ADD 8,000-12,000 SF corrugated storage including clips, pallet wrap and other materials. Find room in floor plan.
- 91) Hydrogen Forklifts – by Plug Power**
  - 92) Over 500 lbs. of liquid hydrogen stored = Hazardous materials Permit required.
  - 93) Liquid Hydrogen tank – Surrounded by fence and bollards (per NFPA requirement). Must have truck delivery access.
  - 94) Hydrogen storage tank to be located 20' min. from any property line or power line. 75' from any open doorway.
  - 95) Hydrogen dispensing station inside the building to maintain a 15' radius from any lights, conduit lines, or fixed electrical item.
  - 96) PraxAir delivers liquid hydrogen to site. 1 hour fill time.
  - 97) Soils samples needed to determine configuration for hydrogen tank pad.
  - 98) Vertical or horizontal layout options. May be set only on concrete footings; gravel in-fill the rest.
  - 99) Vendor will provide all required clearances + code compliance data for their equipment.
- 100) Equipment Waste**
  - 101) Organic Waste (dirt, leaves) –disposed out of plant
  - 102) Cull (vegetable skins, byproducts) CAN by combined. NOTE – once culls are combined, the blended waste cannot be sold for cattle feed.
  - 103) Cull to discharge on conveyors to cull trucks to be taken to field for compost.
  - 104) Soil/Dirt to separate pile.
  - 105) 4-5 trucks per day of waste is estimated.
- 106) Employee Services**
  - 107) Break Room to potentially accommodate 150 (during rush at shift transitions)
  - 108) 1 sink:20 people min. for hand washing . As recommended by owner's food safety personnel.
  - 109) Mechanical room is generous...can cut down on SF, if needed.
  - 110) Add truck scale to adjacent 21 acre lot??
  - 111) Adjust trucker restroom down to one unisex + paperwork kiosk.
  - 112) Confirm 4" sewer line connection.
  - 113) Total employee count design per max shift = 102 people.

## End of Meeting minutes

If your understanding is different than what has been expressed above, please contact Belli Architectural Group within 3 days of receiving this document.

Meeting Minutes by: Cari Ellis



## Questionnaire for the elaboration of the PPM

1. company name: Winnett Perico, Inc.
2. street address: 5151 East Broadway Boulevard, Suite 1600
3. city: Tucson
4. state or province: Arizona
5. postal code: 85711
6. contact name: Dennis Brewer
7. email: dennis\_brewer@winnettorganics.com
8. phone-number: 520-745-4403 Direct: 970-744-3205
9. website: www.winnettorganics.com
10. Company name: (see 1.) Winnett Perico, Inc.
11. Management of the Company: Dennis Brewer, CEO; Paul Smith, CFO; Mike Castro, VP – Operations; Peter LeBlond, VP – Sales and Marketing
12. Secretary of the Company: Ray Sullivan
13. Registered office and postal address of the Company: 5151 E Broadway Blvd., Tucson, AZ 07446
14. Professional adviser of the Company: Andy Altahawi, Adamson Brothers
15. Corporate Accountant: AJSH, India
16. The Company was incorporated in ...Colorado..... on ...October 22, 2012.....under the name of ...Winnett Perico, Inc.....
17. The Company is incorporated ..as a Subchapter C corporation.....
18. The Company has been established to: ..to produce and distribute organic fresh foods.....
19. Directors and employees: Rafael Gomez, Director – Food Safety and Organic Integrity; Jason Waseman, Director – Logistics; David Mota, Director – Organic Farming.....
20. VAT-Number (European clients only): .....

---

### 1. Legal Information:

Details of the Management of the Company See the S-1 for all these details

- 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

2. Financial details: See the pro forma for all these details

List your revenue streams

Enter the total amount of revenue you expect to get from each revenue stream in each period.

Y1, Y2, Y3, Y4, Y5

List each of your current and planned employees costs

Y1, Y2, Y3, Y4, Y5

List your company's expenses by group (e.g. insurance, maintenance)

Y1, Y2, Y3, Y4, Y5

List any major purchases with long-lasting value

Y1, Y2, Y3, Y4, Y5

Enter your estimated rate for income taxes?

Are you planning to get loans, investments, or other funding? YES, Loan

What type of funding is this? LOAN

Loan, Line of Credit, Investment, Other

How much funding do you expect to receive and when? \$100 million in 2016

Y1, Y2, Y3, Y4, Y5

How much will you pay back against the principal and when? Repay principal at year 15

What interest rate do you expect to pay for this funding? 5.8%

Do you expect to pay this money back within 12 months of receiving it? NO

**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. ☐

1

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.

2

**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 by 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.

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,
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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**

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

<b>Revenue</b>	-	-
<b>Operating expenses:</b>		
Travel and Entertainment-		3,543
Other costs		2,072
Financing fees		9,125
Legal fees	60,018	21,549
Officer Compensation		575,667
<b>Total operating expenses</b>	60,018	611,956
<b>Net loss</b>	60,018	611,956
<b>Net loss per common share - basic and diluted:</b>		
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.

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**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.

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**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.

**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; and
- 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
<b><u>Offering Proceeds</u></b>				
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
<b>Total Before Expenses</b>	<b>\$3,000,000</b>	<b>\$6,000,000</b>	<b>\$9,000,000</b>	<b>\$12,000,000</b>

**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
<b>Total Offering Expenses</b>	<b>\$29,644</b>	<b>\$30,144</b>	<b>\$30,894</b>	<b>\$31,894</b>

<b><u>Net Offering Proceeds</u></b>	<b>\$2,970,356</b>	<b>\$5,969,856</b>	<b>\$8,969,106</b>	<b>\$11,968,106</b>
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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
<b>Total Expenditures</b>	<b>\$2,560,000</b>	<b>\$5,565,000</b>	<b>\$8,570,000</b>	<b>\$11,070,000</b>

<b><u>Net Remaining Proceeds</u></b>	<b>\$410,356</b>	<b>\$404,856</b>	<b>\$399,106</b>	<b>\$898,106</b>
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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)
<b>Increase (Decrease) Net Tangible Book Value Per Share After Offering for Original Shareholder</b>	<b>\$1.02593823</b>	<b>\$1.90157361</b>	<b>\$2.65030531</b>	<b>\$3.29785706</b>
<b>Dilution Per Share for New Shareholders</b>	<b>\$11.20813</b>	<b>\$10.33250</b>	<b>\$9.58377</b>	<b>\$8.93621</b>
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:

<b><u>Class:</u></b>	<b><u>Authorized:</u></b>	<b><u>Par Value:</u></b>	<b><u>Issued and Outstanding:</u></b>
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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.

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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

#### **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 31<sup>st</sup>.

#### **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 31<sup>st</sup>.

#### **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 31<sup>st</sup>.

**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 31<sup>st</sup>.

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**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 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. 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 31<sup>st</sup>.

**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 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. 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 31<sup>st</sup>.

### **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.

## **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.

<b>Name</b>	<b>Position</b>	<b>Expected Annual Salary</b>
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:

Name	Option Awards				
	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Unexercisable (#)	Option Exercise Price (\$/share)	Option Expiration Date	
Mike Castro	- (1)	200,000	\$ 5.50	09/30/25	
Peter Leblond	- (1)	200,000	\$ 5.50	09/30/25	

- (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.

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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.

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**WINNETT PERICO INC.**

**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**

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

<b>Total Current Assets</b>	0	54,852
<b>TOTAL ASSETS</b>	0	54,852
<b>LIABILITIES AND STOCKHOLDER'S EQUITY</b>		
<b>Current liabilities:</b>		
Payables, accruals	60,018	626,826
<b>Total Current Liabilities</b>	60,018	626,826
<b>Total Liabilities</b>	60,018	626,826
<b>Stockholders' Equity</b>		
Stock Issuance	0	\$100,000
Paid In Capital		-
Prior Accumulated Retained Earnings		(60,018)
Current net profit (loss)	(60,018)	(611,956)
Less: Dividends		-
<b>Total Shareholders' Equity</b>	(60,018)	(571,956)
<b>TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY</b>	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]
	\$	\$
<b>Revenue</b>	-	-
<b>Operating expenses:</b>		
Travel and Entertainment-		3,543
Other costs		2,072
Financing fees		9,125
Legal fees	60,018	21,549
Officer Compensation		575,667
<b>Total operating expenses</b>	60,018	611,956
<b>Net loss</b>	60,018	611,956
<b>Net loss per common share - basic and diluted:</b>		
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)
<b>Ending Balance, December 31, 2014</b>	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)
<b>Ending Balance, August 31, 2015</b>	<b><u>2,700,000</u></b>	<b><u>\$200</u></b>	<b><u>10,000</u></b>	<b><u>\$100,000</u></b>	<b><u>(672,174)</u></b>	<b><u>(571,974)</u></b>

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
		\$
<b>Cash Flows from Operating Activities</b>		
Net loss	(60,018)	(611,956)
Changes in operating assets and liabilities:		
Accounts Payable and Accrued Expenses	60,018	566,808
<b>Net cash used in operating activities</b>	0	(70,148)
<b>Cash Flows from Investing Activities</b>		0
<b>Cash Flows from Financing Activities</b>		
Proceeds from preferred share issuance		100,000
<b>Net Cash Flows From Financing Activities</b>		100,000
<b>Net Increase In Cash</b>		
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-		194,471
Loss carry forwards		(194,471)
Change in valuation allowance		
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)
		-

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.

The Company did not identify any material uncertain tax positions. The Company did not recognize any interest or penalties for unrecognized tax benefits.

The federal income tax returns of the Company are subject to examination by the IRS, generally for three years after they are filed.

#### **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>
<b>TOTAL</b>	<u><b>\$25,050</b></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**

<b>Number</b>	<b>Description of Exhibit</b>
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3.1	Articles of Incorporation of the Registrant (filed herewith)
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- 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.



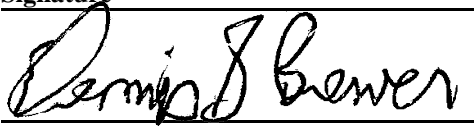
**Winnett Perico, Inc.**

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