



APRIL 1, 2017

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

MEMORANDUM RECIPIENT

DRAFT

JEROME'S HOLDING'S CORPORATION

JEROME'S TWOFORS CONCEPT

**A Private Offering of Up to 25,000,000 Shares of
Series A Preferred Stock
(\$250,000,000 Offering)**

Offering Price: \$10.00 Per Share

April 1, 2017

An investment in Jerome's Holding Corporation/Jerome's Twofors ("*Jerome's*") through the shares of Series A Preferred Stock is speculative, involves a high degree of risk, is only available to certain qualified investors (as defined below) and should not be made by anyone who cannot afford the loss of their entire investment. See "Risk Factors" on Page ____.

The shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act" or the "1933 Act"), or the securities laws of certain states, and are being offered and sold (1) to accredited investors, who qualify under 506(c). Such shares (as defined below) may not be transferred, sold, offered for sale, pledged, hypothecated or otherwise disposed of unless a registration statement under the Securities Act is in effect with respect to the shares or an exemption from such registration is available. Furthermore, there is no public market for the shares and none is expected to develop in the future.

The shares have not been approved or disapproved by the Securities and Exchange Commission (the "SEC") or any state securities commission. Neither the SEC or any state securities commission or other federal regulatory authority or any national securities exchange reviewed, endorsed or passed upon the accuracy, merits, exemptions or adequacy of the



APRIL 1, 2017

contents of this memorandum or the proposed offering described herein. Any representation to the contrary is unlawful.

No person has been authorized to give any information or make any representation or warranty concerning this offering other than as contained in this memorandum, and, if given or made, such other information or representation or warranty must not be relied upon as having been authorized by the company. All offering literature or advertising in any form is authorized for use in connection with this offering as authorized by exemption 506(c) of the Job Act. The information that follows supersedes any prior representations, written or oral, received by a prospective investor with respect to the shares before the date of this memorandum. Prospective investors are urged to request any additional information they may consider necessary in making an informed investment decision. Each prospective investor is invited, prior to the consummation of a sale of any shares to ask questions of Jerome's Holdings Corporation or its authorized agent. Additionally, prospective investors are encouraged to request any additional information relating to this offering to the extent Jerome's Holding Corporation possesses such information or can acquire it without unreasonable effort or expense, in order to verify the accuracy of information set forth herein.

**JEROME'S Holdings Corporation
A Delaware Corporation**

UP TO 25,000,000 SHARES OF SERIES A PREFERRED STOCK

\$10.00 Per Share

This Confidential Private Placement Memorandum, including all exhibits hereto (this "Memorandum"), was prepared by Jerome's Holdings Corporation ("*Jerome's*"), a Delaware corporation, solely for use by prospective purchasers of the shares of Series A Preferred Stock offered hereby. In this Memorandum, the "Company," "we," "us" and "our" refer to Jerome's, a Delaware corporation.

We are offering a maximum of 25,000,000 shares (the "Shares") of the Company's Series A Preferred Stock, par value \$0.0001 per share ("Series A Preferred Stock"), at a purchase price of \$10.00 per share (the "Offering"). This Offering is being made on a "best efforts" basis, for sale only to (a) persons who qualify as "accredited investors," ("Accredited Investors") as such term is defined under the Securities Act exemption 506(c) [Regulation D; 17 CFR § 230.506(c)] ("Rule 506(c)") The Offering will continue until the earlier of (i) the sale of all of the Shares in the Offering or (ii) April 30, 2018, unless extended by the Company in its sole discretion for up to an additional 180 days. We may, however withdraw, cancel, extend or modify this Offering without notice. All



APRIL 1, 2017

subscription proceeds will be held in an escrow account established by the Company at Chicago Title and Trust, 10 S. LaSalle Street, Chicago, Illinois, pending acceptance of subscriptions by the Company. Escrowed subscription funds for accepted subscriptions may be released from escrow and paid to the Company from time to time during the Offering at the request of the Company (individually, and each subsequent release of funds, a “Closing”). A potential investor shall not be entitled to a return of its subscription funds unless its subscription for Shares is not accepted or the Offering is terminated for any reason without a closing. Subscription funds received from a potential investor whose subscription for Shares is not accepted (or subscription funds that have been received as of the time the Offering is terminated for any reason without a closing) will be returned to the potential investor, without interest or deduction. On each closing date, the escrow agent may disburse to the Company funds equal to the amount of the subscription monies received at the Closing, less any accrued offering expenses then owing (including accrued professional fees) relating thereto, concurrently with the issuance to the investors in the closing of certificates for their shares of Series A Preferred Stock being purchased.

This Memorandum has been prepared by us and no representation or warranty is made as to the completeness of the information contained herein. Prospective investors will be given the opportunity to meet with management and conduct their own due diligence investigations, upon which they solely must rely in making their investment decision. Certain provisions of various proposed agreements are summarized in this Memorandum, but prospective investors should not assume that the summaries are complete. Such summaries are qualified in their entirety by reference to the complete text of such agreements, copies of which may be obtained from the Company upon request. Prospective investors should not construe the contents of this Memorandum as legal, tax, investment or accounting advice and each prospective investor is urged to consult with its own advisors with respect to a potential investment. Potential investors should pay particular attention to the information under the caption “RISK FACTORS” of this Memorandum.

THIS MEMORANDUM IS SUBMITTED IN CONNECTION WITH THE OFFERING OF THE SHARES DESCRIBED HEREIN AND MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE. EACH RECIPIENT OF THIS MEMORANDUM UNDERSTANDS THAT THE FACT THAT THE COMPANY IS UNDERTAKING THE OFFERING, AS WELL AS CERTAIN INFORMATION CONTAINED IN THIS MEMORANDUM, MAY BE CONSIDERED TO BE MATERIAL, NON-PUBLIC INFORMATION. THE RECIPIENT AGREES BY ACCEPTING THIS MEMORANDUM THAT ALL INFORMATION REGARDING THIS OFFERING AND THE INFORMATION CONTAINED HEREIN AND IN ALL RELATED AND ANCILLARY DOCUMENTS IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN IN CONNECTION WITH ITS CONSIDERATION OF A PURCHASE OF THE SHARES, THAT SUCH INFORMATION IS OF A CONFIDENTIAL NATURE AND THAT THE RECIPIENT WILL TREAT IT IN A CONFIDENTIAL MANNER, AND THAT IT WILL NOT, DIRECTLY OR INDIRECTLY, DISCLOSE OR PERMIT ITS AFFILIATES OR REPRESENTATIVES TO DISCLOSE ANY OF SUCH INFORMATION TO ANY OTHER PERSON OR E-MAIL OR REPRODUCE



APRIL 1, 2017

THIS MEMORANDUM, IN WHOLE OR IN PART WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY. EACH RECIPIENT OF THIS MEMORANDUM FURTHER AGREES THAT ITS CONFIDENTIALITY AND OTHER OBLIGATIONS SHALL APPLY TO ANY NON-PUBLIC INFORMATION RELATING TO THE COMPANY OR THE SHARES THAT ARE PROVIDED TO SUCH RECIPIENT SUBSEQUENT TO THE DELIVERY OF THIS MEMORANDUM.

IF THE RECIPIENT DOES NOT PARTICIPATE IN THE OFFERING OR IF THE OFFERING IS TERMINATED OR WITHDRAWN, THE RECIPIENT AGREES TO PROMPTLY RETURN THIS MEMORANDUM, AND ANY ACCOMPANYING DOCUMENTATION, AND ALL COPIES THEREOF TO THE COMPANY AND TO DESTROY ANY NOTES TAKEN THEREFROM.

This Memorandum has been prepared for distribution only to Accredited Investors pursuant to 506(c). for their confidential use and information in evaluating an investment in the Shares.

To be eligible to purchase the Shares, you must represent in writing to the Company that you meet or exceed the suitability standards set forth in this memorandum and that you, either alone or together with your purchaser representative, have such knowledge and experience in financial and business matters that you are capable of evaluating the merits and risks of an investment in the Shares and that you are able to bear the economic risks of this investment for an indefinite period of time and are able to withstand a total loss of your investment.

THIS MEMORANDUM CONSTITUTES AN OFFER ONLY TO THE PROSPECTIVE INVESTOR TO WHOM THIS MEMORANDUM IS INITIALLY DISTRIBUTED BY THE COMPANY AND DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF ANY OFFER TO BUY TO ANYONE IN ANY STATE IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION. THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO ACCEPT OR REJECT ANY SUBSCRIPTION FOR SHARES, IN WHOLE OR IN PART, OR TO ALLOT TO ANY PROSPECTIVE INVESTOR FEWER THAN THE NUMBER OF SHARES SUCH INVESTOR DESIRES TO PURCHASE.

We have determined the Offering price of the Shares to which this Memorandum relates through discussions with our advisors. That price does not necessarily bear any relationship to our assets, book value or potential earnings or any other recognized criteria of value, nor is it related to any prevailing market price of the Series A Preferred Stock.



APRIL 1, 2017

IN DECIDING WHETHER TO PURCHASE THE SHARES, EACH PROSPECTIVE INVESTOR MUST CONDUCT AND RELY ON THE INVESTOR'S OWN EVALUATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THE SHARES, PROSPECTIVE INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY, OR ANY PERSON ASSOCIATED WITH THE OFFERING, AS LEGAL OR TAX ADVICE. PROSPECTIVE INVESTORS SHOULD CONSULT SUCH INVESTOR'S OWN COUNSEL, ACCOUNTANT, OR BUSINESS ADVISOR, RESPECTIVELY, AS TO LEGAL, TAX, AND RELATED MATTERS CONCERNING SUCH INVESTOR'S PURCHASE OF SHARES. THE INFORMATION CONTAINED IN THIS MEMORANDUM IS ACCURATE ONLY AS OF THE DATE OF THIS MEMORANDUM, REGARDLESS OF THE TIME OF DELIVERY OF THIS MEMORANDUM OR ANY SALE OF SHARES.

It is the responsibility of any individual or entity wishing to purchase the Shares to satisfy itself as to the full observance of the laws of any relevant territory or jurisdiction outside the United States in connection with any such purchase, including obtaining any required governmental or other consents or observing any other applicable formalities.

IRS CIRCULAR 230 DISCLOSURE: THE DISCUSSION OF UNITED STATES FEDERAL TAX ISSUES CONTAINED IN THIS MEMORANDUM (INCLUDING THE SECTION ENTITLED "CERTAIN FEDERAL INCOME TAX CONSIDERATIONS") IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING ANY UNITED STATES FEDERAL TAX PENALTIES. SUCH DISCUSSION IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS DISCUSSED IN THIS MEMORANDUM, AND EACH TAXPAYER TO WHOM SUCH TRANSACTIONS OR MATTERS ARE BEING PROMOTED, MARKETED OR RECOMMENDED SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

NOTWITHSTANDING ANY OTHER STATEMENT IN THIS MEMORANDUM, EACH PROSPECTIVE INVESTOR (AND EACH EMPLOYEE, REPRESENTATIVE OR OTHER AGENT OF SUCH PROSPECTIVE INVESTOR) MAY DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATION OF ANY KIND, THE UNITED STATES FEDERAL TAX TREATMENT AND TAX STRUCTURE OF THE FUND AND THIS OFFERING OF INTERESTS AND ALL MATERIALS OF ANY KIND (INCLUDING OPINIONS OR OTHER TAX ANALYSES) THAT ARE PROVIDED TO THE PROSPECTIVE INVESTOR RELATING TO SUCH TAX TREATMENT AND TAX STRUCTURE PROVIDED THAT THE FOREGOING DOES NOT CONSTITUTE AN AUTHORIZATION TO DISCLOSE ANY INFORMATION, INCLUDING THE IDENTITY



APRIL 1, 2017

OF THE COMPANY OR ANY OTHER PERSON, ANY NONPUBLIC COMMERCIAL OR FINANCIAL INFORMATION OR ANY PORTION OF ANY MATERIALS, OR ANY OTHER TERM, TO THE EXTENT NOT RELEVANT TO THE U.S. FEDERAL TAX TREATMENT OR TAX STRUCTURE OF THE COMPANY OR OF THIS OFFERING OF SHARES.

NASAA UNIFORM LEGEND

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES 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 DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR NON-UNITED STATES RESIDENTS ONLY

IT IS THE RESPONSIBILITY OF ANY INVESTOR PURCHASING SECURITIES TO SATISFY ITSELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH



APRIL 1, 2017

ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE REQUIREMENTS.

INFORMATION REQUIRED BY CERTAIN STATES' SECURITIES LAWS:

California

FOR SALES OF INTERESTS IN THE STATE OF CONNECTICUT: THE SHARES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION AND HAVE NOT BEEN REGISTERED UNDER SECTION 36-485 OF THE CONNECTICUT UNIFORM SECURITIES ACT. THEY CANNOT THEREFORE BE RESOLD UNLESS THEY ARE REGISTERED UNDER SAID ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BANKING COMMISSIONER OF THE STATE OF CONNECTICUT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR SALES OF INTERESTS IN THE STATE OF FLORIDA: RESIDENTS OF THE STATE OF FLORIDA WHO SUBSCRIBE FOR SHARES HAVE THE RIGHT, PURSUANT TO SECTION 517.061(11)(a)5 OF THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT, TO WITHDRAW THEIR SUBSCRIPTIONS AND RECEIVE A FULL REFUND OF ALL MONIES PAID WITHIN THREE DAYS AFTER RECEIPT OF THIS MEMORANDUM OR WITHIN THREE DAYS AFTER THE FIRST PAYMENT OF MONEY OR OTHER CONSIDERATION TO THE FUND, AN AGENT OF THE FUND, OR AN ESCROW AGENT, WHICHEVER OCCURS LATER. A WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH A WITHDRAWAL, A SUBSCRIBER NEED ONLY SEND A LETTER TO THE ISSUER OR AN AFFILIATE OF THE ISSUER INDICATING HIS/HER INTENTION TO WITHDRAWAL. SUCH LETTER SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED THIRD BUSINESS DAY.

FOR SALES OF INTERESTS IN THE STATE OF NEW YORK: THIS PRIVATE OFFERING MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR SALES OF INTERESTS IN THE STATE OF GEORGIA: THESE SECURITIES HAVE BEEN ISSUED OR SOLD IN RELIANCE ON PARAGRAPH (13) OF CODE SECTION 10-5-9 OF



APRIL 1, 2017

THE 'GEORGIA SECURITIES ACT OF 1973,' AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

FOR ILLINOIS RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECRETARY OF STATE OF ILLINOIS OR THE STATE OF ILLINOIS, NOR HAS THE SECRETARY OF STATE OF ILLINOIS OR THE STATE OF ILLINOIS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTS. ANY REPRESENTATION *TO* THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO NEW JERSEY RESIDENTS: THESE SECURITIES ARE OFFERED IN RELIANCE ON AN EXEMPTION FROM REGISTRATION UNDER THE NEW JERSEY UNIFORM SECURITIES LAW. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFER OR RESOLD WITHOUT COMPLIANCE WITH THE REGISTRATION PROVISIONS OF SAID LAW OR AN EXEMPTION THEREFROM. THE BUREAU OF SECURITIES OF NEW JERSEY HAS NOT PASSED UPON THE ACCURACY OR COMPLETENESS OF THIS MEMORANDUM AND DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF THE SECURITIES.

FOR VIRGINIA RESIDENTS: THE VIRGINIA STATE CORPORATION COMMISSION DOES NOT PASS UPON THE ADEQUACY OR ACCURACY OF THIS DISCLOSURE DOCUMENT NOR UPON THE MERITS OF THE OFFERING AND THE COMMISSSION EXPRESSES NO OPINION AS TO THE QUALITY OF THESE SHARES.

FOR TEXAS RESIDENTS: THE SHARES OFFERED HEREBY ARE BEING OFFERED AND SOLD IN TEXAS IN RELIANCE UPON THE EXEMPTION UNDER SECTION 5.1 OF THE TEXAS SECURITIES ACT AND REGULATION #109.13 OF THE TEXAS SECURITIES BOARD ISSUED UNDER THE TEXAS SECURITIES ACT. TEXAS INVESTORS ARE SUBJECT TO THE ADDITIONAL SUITABILITY REQUIREMENT IMPOSED BY THE REGULATIONS OF THE TEXAS SECURITIES BOARD; THE TOTAL COST OF THE PROPOSED INVESTMENT SHALL NOT EXCEED 20% OF THE INVESTOR'S NET WORTH (OR JOINT NET WORTH WITH THE INVESTOR'S SPOUSE) AT THE TIME OF SALE.

A PURCHASER OF THE SHARES OFFERED HEREBY MUST BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME BECAUSE THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER APPLICABLE SECURITIES LAWS AND THEREFORE CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER SUCH SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.



APRIL 1, 2017

NOTICE TO MASSACHUSETTS RESIDENTS: THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MASSACHUSETTS SECURITIES ACT BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MASSACHUSETTS IS SECURITIES ACT, IF SUCH REGISTRATION IS REQUIRED.

NOTICE TO ALABAMA RESIDENTS: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE ALABAMA SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE ALABAMA SECURITIES COMMISSION. THE COMMISSION DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SECURITIES, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

SPECIAL NOTICE FOR PURCHASERS IN DISTRICT OF COLUMBIA

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE DISTRICT OF COLUMBIA SECURITIES ACT SINCE SUCH ACT DOES NOT REQUIRE REGISTRATION OF SECURITIES ISSUES. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF BY ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

MARYLAND. RESIDENTS THE SECURITIES MAY BE ISSUED IN RELIANCE UPON THE EXEMPTION FROM REGISTRATION SET FORTH IN SECTION 11602(15) OF THE MARYLAND SECURITIES ACT, AND THEY CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION THAT IS EXEMPT UNDER THE MARYLAND SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION THEREUNDER OR OTHERWISE IN COMPLIANCE WITH SUCH ACT.

FOR RESIDENTS OF THE UNITED KINGDOM ONLY : WE HAVE NOT PREPARED OR FILED, AND WILL NOT PREPARE OR FILE, IN THE UNITED KINGDOM A MEMORANDUM REGARDING THE SHARES WE ARE OFFERING PURSUANT TO THE U.K. PUBLIC OFFERS OF SECURITIES REGULATIONS 1995. ACCORDINGLY, THE SHARES WE ARE OFFERING MAY NOT BE SOLD OR RE-OFFERED OR RESOLD TO PERSONS IN THE UNITED KINGDOM EXCEPT TO PERSONS WHOSE ORDINARY ACTIVITIES INVOLVE THEM IN ACQUIRING, HOLDING, MANAGING OR DISPOSING OF INVESTMENTS (AS PRINCIPAL



APRIL 1, 2017

OR AGENT) FOR THE PURPOSES OF THEIR BUSINESS, OR OTHERWISE IN CIRCUMSTANCES THAT WILL NOT CONSTITUTE OR RESULT IN AN OFFER TO THE PUBLIC IN THE UNITED KINGDOM WITHIN THE MEANING OF THE U.K. PUBLIC OFFERS OF SECURITIES REGULATIONS 1995. THIS MEMORANDUM MAY NOT BE PASSED TO ANY PERSON IN THE UNITED KINGDOM WHO DOES NOT FALL WITHIN ARTICLE 11(3) OF THE FINANCIAL SERVICES AND MARKETS ACT OF 2000 (INVESTMENT ADVERTISEMENTS) (EXEMPTIONS) ORDER 1995 OR WHO IS NOT OTHERWISE A PERSON TO WHOM THE DOCUMENT MAY LAWFULLY BE ISSUED OR PASSED.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain information contained in this Memorandum includes forward-looking statements. The statements herein which are not historical reflect our current expectations and projections about the Company's future results, performance, liquidity, financial condition, prospects and opportunities and are based upon information currently available to the Company and its management and management's interpretation of what is believed to be significant factors affecting the business, including many assumptions regarding future events. Forward-looking statements, which involve assumptions and describe our future plans, strategies, and expectations, are generally identifiable by use of the words "will," "shall," "may," "should," "expect," "anticipate," "estimate," "believe," "intend," "plan," or "project" or the negative of these words or other variations on these words or comparable terminology. Actual results, performance, liquidity, financial condition, prospects and opportunities could differ materially from those expressed in, or implied by, these forward-looking statements as a result of various risks, uncertainties and other factors, including the ability to raise sufficient capital to continue the Company's operations. These statements may be found under "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Risk Factors" and "Description of Business," as well as in this Memorandum generally. Actual events or results may differ materially from those discussed in forward-looking statements as a result of various factors, including, without limitation, the risks outlined under "Risk Factors" and matters described in this Memorandum generally. In light of these risks and uncertainties, there can be no assurance that the forward-looking statements contained in this Memorandum will in fact occur.

Prospective investors should not place undue reliance on any forward-looking statements. Except as expressly required by the federal securities laws, there is no undertaking to publicly update or revise any forward-looking statements, whether as a result of new information, future events, changed circumstances or any other reason.

The specific discussions herein about the Company include financial projections and future estimates and expectations about the Company's business. The projections, estimates and expectations are presented in this Memorandum only as a guide about future possibilities and do not represent actual amounts or assured events. All the projections and estimates are based exclusively



APRIL 1, 2017

on the Company management’s own assessment of its business, the industry in which it works and the economy at large and other operational factors, including capital resources and liquidity, financial condition, fulfillment of contracts and opportunities. The actual results may differ significantly from the projections.

TABLE OF CONTENTS

	Page
Jerome’s Holding Corporation: A Private Offering.....	1
Jerome’s Holding Corporation: A Delaware Corporation.....	2
NASAA Uniform Legend	5
For Non US States Residents Only	5
Information Required by Certain United States’ Securities Laws	6
Special Notice for Purchasers in District of Colombia	8
Cautionary Note Regarding Forward Looking Statements	9
Key Risk Facts about Your Investment	14
I: Executive Summary Plus General Merchandise	14
II: Jerome’s Business Plan	16
Each Store is A Separate Corporation with Separate Investors	17
Financial Pledge	17
Overview	17
Jerome’s™ Defensible Concept	18
Showcase Store	19
Gas Stations	20
Branding	20
Private Label.....	20



APRIL 1, 2017

Manufacturing and Packaging Centers	20
Cross-Dock Delivery System Bypassing The Warehouse	21
Facility for Food Production	22
Implementation of Rollout	22
Summary of the Offering	22
Type of Security	22
Offering Amount	23
Investors	23
Offering Period	23
Price per Share	23
Minimum Subscription Amount	23
Restrictions on Transfer	23
Closing Date	24
Capitalization	24
Voting Rights	25
Dividends	25
Optional Conversion	25
Automatic Conversion	25
Liquidation Preference	25
Registration Rights	25
Preemptive Rights	25
Financial Information	25



APRIL 1, 2017

Expenses	25
Blue Sky	25
Subscriptions	25
Escrow Arrangement	26
Use of Proceeds	26
Resumes of the Board	27
Legal Counsel	27
Auditors	27
Board of Directors	28
Management of the Company	28
III: Risk Factors	29
Management and Control	29
No Operating History	29
Anticipated Operating Losses	30
Dependence on Acquisitions	30
The Possibility of a Global Financial Crisis	30
The Company may be Impacted by General Economic Conditions	30
Capital Expenditures	31
Key Personnel.....	31
Dilution: Additional Financing.....	31
Competition	32
Intellectual Property	32
Information Technology.....	33
Absence of Public Market	33
We do not Expect to Pay Dividends in the Foreseeable Future.....	33



APRIL 1, 2017

Change in Business and Economic Conditions	33
Supply	34
Natural Disasters and Supply	35
Food Safety, Quality and Health Concerns	35
Government Regulation.....	35
Legal Proceedings.....	36
Internal Controls Over Financial Reporting	36
Self-Insurance.....	37
Fluctuations	37
Unions.....	37
Changes in Accounting Standards.....	37
Tax Rate Changes	38
IV: Use of Proceeds	38
V: Business	39
Overview	39
Supermarkets	39
Private Label.....	39
Jerome’s Branding.....	39
How Does Jerome’s Do This.....	39
Information Technology	40
Exit Strategy	41
Proposed Board of Directors	41
Executive Compensation	41
Equity Incentive Plan	42
VI: Capitalization and Subscription of Securities	43
General.....	43
Capitalization.....	43
Description of Securities	44
Principal Stockholders	45



APRIL 1, 2017

VII: Certain Federal Income Tax Considerations	46
Purchase of Series A Preferred Stock.....	47
Sale of Series A Preferred Stock	47
Dividends.....	47
VII: The Offering, Plan of Distribution	47
Subscriptions	48
Closings	48
Expenses	48
Escrow Arrangement.....	48
Investor Suitability Requirements	48
Acceptance.....	50
Restrictions on Transfer.....	50
Access to Information.....	50
Exhibit A Form of Subscription Agreement.....	51
ALL SUBSCRIBERS MUST COMPLETE A COPY OF EXHIBIT A	

KEY RISK FACTS ABOUT YOUR INVESTMENT

- You will be unable to evaluate the economic merit of our future investments before we make them, and there may be a substantial delay in receiving a return, if any, on your investment.
- No public market currently exists, and one may never exist, for stock in *Jerome's*. If you are able to sell your stock, you would likely have to sell them at a substantial discount.
- We will not make distributions from the proceeds of this offering or from borrowings in anticipation of future cash flow, which may constitute a return of capital, reduce the amount of capital we have to invest in *Jerome's*TM Twofors, and negatively impact the value of your investment.
- This is a “best efforts” offering, and we might not sell all of the stock being offered.

APRIL 1, 2017



SECTION I: EXECUTIVE SUMMARY PLUS GENERAL MERCHANDISE

Jerome's, Development Corporation ("*Jerome's Twofors*") has developed what it believes is an innovative new model for food manufacturing, distribution, and general merchandise retailing what it calls the "*Jerome's Twofors*TM".¹ The *Jerome's Twofors*TM concept is a vertical integration concept designed to reduce the cost of food delivered by streamlining operation, factoring and delivery systems, reducing packaging costs, and eliminating middleman costs in food and general merchandise. The retail grocery concept will be a "TWOFORs", meaning two for the price of one for its grocery items. Our Twofors will be competitively priced with our competitors.

The food manufacturing industry cannot change their infrastructure, it is imbedded. Management believes that 95% of all food manufacturer do not make their own packaging and buys their food ingredients from a third party. In other words, each supplier adds 20% for its product. Jerome's will make the packaging and produce the food from its various plants that will allow it to sell in its retail stores Twofors. The food industry cannot change or compete, they are imbedded.

The concept includes two business models: both a 50,000 square foot and a 25,000 square foot palletized supermarket for national rollout, and when environmentally possible, a twelve to twenty position fueling gas station with canopy, known as Jerome's Twofors. The retail environment is vastly different than it was five years ago. Today's consumer has many choices, from the traditional brick and mortar locations to instant buying on the Internet. One thing that has not changed in 50 years is that our competition buys from the same manufacturers and everybody pays the same price.

This concept strongly embraced by consumer research is the ability to acquire merchandise in *Jerome's*TM, Twofors very similar to Costco and Target.

This concept consists of food and general merchandise. Half (1/2) of the store will be a showcase of general merchandise.

Macy's that has a 300,000 sq. ft. store has all of its inventory in the store with the overhead of real estate and personnel.

¹ Jerome's Development Corporation has applied for the trademark "*Jerome's*TM", which, once approved, will be the trademark of Jerome's Development Corporation



APRIL 1, 2017

Our concept in our showcase of 25,000 sq. ft. has every item that Macy's has but you cannot buy it in the showcase; you can see it, touch it, and feel it. The customer can see the different merchandise from the kiosks in the store, or at home on the computer, and if he or she places an order by 3.00 p.m., it will be in the store by 7:00 a.m. the next morning.

The merchandise will come from our warehouse of general merchandise which will serve some 50 stores in the division.

What does this do for us? We do not have the overhead of real estate, the inventory or the personnel in the store but it gives us what Macy's sells in its 300,000 sq. ft. store.

The national average is that a food customer comes to the store 3 times a week for shopping. We are a virtual concept with a store front.

If the consumer is dissatisfied with the merchandise, he or she can return it to the store and get an immediate refund.

One of the major problems of internet sales is the customer is dealing with a virtual store. In our business plan, the customer has a store front with 3,000 people a day shopping there. This amounts to 21,000 a week or over 1 million visits a year.

We can cross merchandise our food operation with our general merchandise on sales, volume, and discount for our consumer. This concept solves the basic problem you can see it, touch it and if you don't like it, get an immediate refund.

The consumer in *Jerome's*TM Twofors will have access to multimedia and Internet kiosks whereby he or she can purchase items online, delivered from our warehouse on the same trucks that deliver food on a 24-hour basis. If the consumer is dissatisfied with the merchandise, he or she can return it to the store and get an immediate refund.

Food retailing generates two to three visits a week by most consumers and combining the opportunity for consumers to buy products from our concept and delivered to a store location they frequent on a regular basis enhances the overall image of the grocer and adds to the total experience for the consumer. We become a destination point – food, general merchandise, gas, and a food court, a total exciting experience: *Jerome's*TM Twofors – at a quality and price point that cannot be matched.

As today's generation becomes more oriented with the ordering of products from PC's and handheld devices, retailers who recognize the power of integrating this aspect into their physical locations will place their competition at a significant disadvantage. (re-worked)



APRIL 1, 2017

No other enterprise can offer the solution that we are presenting: a 50,000 or 25,000 square foot store selling food cheaper than the competition and good quality with a virtual mart of selected items, without the enormous overhead of stores similar to Wal-Mart and Target. They cannot change. Their infrastructure is established in concrete.

(needswork)

Focused on the retail consumer, the Company, through each *Jerome's*TM Twofors supermarket, plans to sell primarily *Jerome's*TM Twofors private-label products of high quality, in consumer-friendly sizes, with strong value pricing. The Company believes it can sell these products at a price point that will be more profitable than that of the traditional supermarket industry, due to the Company's use of its own manufacturing and packaging operations.

(re-work) We anticipate the Company will acquire facilities to manufacture, process, package and deliver meat, bakery, deli, dairy, and produce products, among others, on one platform, which products account for approximately 80% of a typical supermarket's revenues. This is known as the 80/20 theory, where 80% of the revenue of a store comes from 20% of the items sold in a supermarket.
(needs work)

When executed, we believe *Jerome's*TM Twofors will change the paradigm of retail.

SECTION II: JEROME'S BUSINESS PLAN

The following business plan has been prepared by the officers of *Jerome's* and is qualified in its entirety by reference to the detailed information appearing elsewhere in this Memorandum, including "Risk Factors." *Jerome's* will operate the stores for the preferred A stockholders, each store will be a separate corporation with separate investors. One day, it is contemplated that all the stores will be merged into an IPO. There is no guarantee or warranty that an IPO will be created.

Jerome's brings a platform of "verticalization" of food manufacturing, food logistics, and operation of the store that it believes will be extremely competitive in today's marketplace. This memorandum specifies all the risk factors that must be taken into consideration for the implementation of this concept. *Janes'* management has spent many years in developing this concept and now is implementing a national rollout of *Jerome's* Twofors concept.

The Company has a limited operating history, and as such, certain information and forward-looking statements are based on estimates and cannot be guaranteed. There is no assurance that this project will be successful, and an investor must consider that this is a new paradigm with many risk factors.



APRIL 1, 2017

Each prospective investor is urged to read this Memorandum in its entirety. References to revenue and profit figures are estimates based on our internal projections that are subject to amendment or revision based on the development of more detailed financial analysis. Actual results may differ materially from the results anticipated in these forward-looking statements. *Jerome's* has applied for the trademark "*Jerome's Twofors*TM", which, once approved, will be the trademark of *Jerome's*. Certain other trademarks, including Costco®, Kirkland SignatureTM, President's ChoiceTM, Wal-Mart, Sam's Club® and BJ's Wholesale Club, Inc.®, are used in this Memorandum, but the use of such trademarks is not meant to state or imply any business relationship between *Jerome's*TM and such trademarks. The terms "we," "us," "Company," and "our" appear throughout this Memorandum and are meant to reference *Jerome's*.

Each Store is A Separate Corporation with Separate Investors

Management philosophy of investments are as follows, we build a store under 506 (c) under the Regulations of the SEC for financing for the \$10,000,000.00 project. After the store is seasoned and operating for six (6) months, we sell it and lease it back, on a long term basis. We now take the proceeds of the sale lease back and build another store and now the investors have the income of the of the two stores and we do the same with the third store with the same business plan etc etc. This gives the opportunity to the investors to multiply their investment with no additional capital.

For additional stores, after the first store, Management's philosophy is to give 20% of the profits of the second and third store to charity etc., of which the investor would get a tax credit for that 20%. In other words, you could give it to the government or charity

Financial Pledge

An investor who invests in a store under 506(c) under the Regulations of the SEC pledges \$100,000.00. Management monetarize that investment to build a store with a hundred other pledgors. Under this program, the investor, puts up no capital but fulfills his investment if there is a default. This is very similar to someone taking out a credit card and having a \$100,000.00 worth of credit.

There are two methodologies in investing our program. One is a pledge and the other is putting up cash. The advantage of putting up cash is that the investment is already monetarized.

When we monetize a pledge, we must pay interest to the institution that monetarize the pledge plus dividends to the investor. The investor puts up cash, receives a higher interest because he is monetarized.



APRIL 1, 2017

Overview

Jerome's has developed what it believes is an innovative new model for food manufacturing, distribution and retailing, that it calls the “*Jerome's*TM Twofors. The *Jerome's*TM Twofors concept is a vertical integration concept designed to reduce the cost of food delivered by streamlining manufacturing and delivery systems, reducing packaging costs and eliminating middleman costs. The concept includes the creation of approximately 50,000 and 25,000 square foot palletized supermarkets for national rollout, and when environmentally possible, a twelve to twenty position fueling gas station with canopy. The retail grocery product will be a *Jerome's*TM “TWOFORMS”, meaning two for the price of one for some of its grocery items. Our Twofors will be competitively priced to our competitors single unit price.

It is anticipated *Jerome's* will acquire and are acquiring facilities to manufacture packaging and deliver meat, bakery, deli, dairy and produce products, among others, on one platform, based on the 80/20 theory, where 80% of the revenue of a store comes from 20% of the items sold in a supermarket.

Jerome's is in the process of developing facilities located throughout the United States of approximately 800,000 square feet which will manufacture the packaging for its food and deliver the packaging to the food manufacturing facilities *Jerome's* plans to acquire.

In the supermarket industry, it is widely recognized that in many cases, packaging is more expensive than the food product. By *Jerome's* owning its own packaging facilities, which *Jerome's* estimates that this will save a minimum of 25-30% on all packaging materials. Through *Jerome's* planned cross-docking (i.e., taking products off of a truck and loading them immediately onto another truck, without the need for warehousing the products), *Jerome's* believes that it will be able to deliver food on this platform to each *Jerome's*TM Twofors store for approximately 10% less than what the competition currently pays for their warehousing activities. *Jerome's* expects that it will facilitate this process through information technology with supply chain software coupled with the delivery system that *Jerome's* has developed. Through this, *Jerome's* expects that it will eventually be able to deliver from its manufacturing and supply facilities, 95% of the food products that the *Jerome's*TM Twofors stores will sell.

Jerome's also expects that its stores will provide institutional sales to local businesses competing directly with specialized business-to-business retailers, such as Smart & Final Inc., Costco Wholesale, Sam's Club, and Sysco Corporation. *Jerome's* intends for *Jerome's*TM to have private-label recognition similar to the Costco Kirkland SignatureTM brand, and to have private-label penetration into households and institutional customers.

*Jerome's*TM Management is derived from designing what they believe are the best-in-class logistics and operations systems. *Jerome's* believes that the *Jerome's*TM strategy cannot be



APRIL 1, 2017

reasonably implemented in existing traditional grocery stores or supercenters without total restructuring. Therefore, *Jerome's* believes it is creating a distinct long-term cost advantage in its favor.

Jerome's™ Defensible Concept

Jerome's believes that this verticalization strategy cannot be reasonably implemented in existing traditional food manufacturing, distribution and retailing paradigms without total restructuring of the infrastructure of retailers in the United States. A traditional supermarket manufactures very few, if any, i.e. food products, whereas *Jerome's™* will eventually manufacture approximately 95% of its food items. The *Jerome's™* Twofors concept is based on the 80/20 theory, where 80% of the revenue of a store comes from 20% of the items sold in a supermarket, and *Jerome's* intends to manufacture those 20% of the items sold in its supermarkets.

Development of this concept has been a concerted team effort on the part of approximately 12 individuals, each of whom have an average of at least thirty (30) years' relevant experience in food manufacturing, distribution, retailing and finance. They have held some of the most important jobs in the industries of food and general retailing, at such companies as SuperValue, Dominick's Winn-Dixie, Walmart etc.

Showcase Store

This concept strongly embraced by consumer research is the ability to acquire merchandise in *Jerome's™*, Twofors very similar to Costco and Target.

This concept consists of food and general merchandise. Half (1/2) of the store will be a showcase of general merchandise and half (1/2) food.

Macy's that has a 300,000 sq. ft. store has all of its inventory in the store with the overhead of real estate and personnel.

Our concept in our showcase of 25,000 sq. ft. has every item that Macy's has but you cannot buy it in the showcase, but you can see it, touch it and feel it. The customer can see all of the different merchandise from the kiosk in the store or at home on the computer and if he or she places an order by 3.00pm it's in the store by 7:00 a.m. the next morning.

The merchandise will come from our warehouse of general merchandise which will serve some 50 stores in the division.



APRIL 1, 2017

What does this do for us? We do not have the overhead of real estate, the inventory or the personnel in the store but it gives us exactly what Macy's sells in its 300,000 sq. ft. store.

The national average is that a food customer comes to the store 3 times a week for shopping. We are a virtual concept with a store front.

The consumer in *Jerome's*TM will have access to multimedia and Internet kiosks whereby general merchandise items can be purchased online, delivered from our warehouse on the same trucks that deliver food on a 24-hour basis. If the consumer is dissatisfied with the merchandise, he or she can return it to the store and get an immediate refund.

Food retailing generates two to three visits a week by most consumers and combining the opportunity for consumers to buy general merchandise products from the Web and delivered to a store location they frequent on a regular basis enhances the overall image of *Jerome's*TM and adds to the total experience for the consumer. We become a destination point – food, general merchandise, gas, a total exciting experience: *Jerome's*TM – at a quality and price point that cannot be matched. (REWORK)

No other enterprise can offer the solution that we are presenting: a 50,000 and 25,000 square foot store selling food cheaper than the competition with a virtual mart of selected items, without the enormous overhead of Wal-Mart and Target. They cannot change. Their infrastructure is established in concrete.

Gas Stations

Wherever logistically and environmentally possible, *Jerome's*TM will have gasoline available from a twelve to twenty position fueling gas station with canopy. Gasoline will be priced competitively in order to drive or enhance food sales. The gas should be competitively priced in the market as may be allowed under applicable laws, rules and regulations. In addition to driving traffic to the Twofors supermarket, *Jerome's*TM is anticipated to make more revenue than a traditional gas station by generating substantially more volume of gas sales.

Branding

When one considers the cost of food, branding is generally the most expensive in total manufacturing. A 12 ounce can costs 7 cents in today's market. The can lid would be 2 cents. The cost of filling soda would be 2 cents maximum. The cost of operations is 2 cents. Total costs is 13 cents FOB the plant. If Jane manufactures the can, lid and soda, it would be 40-50% cheaper through



APRIL 1, 2017

verticalization. In contrast, *Jerome's*TM plans to brand all of its items in all of its stores as a total package and not as individual food items. All food items will be branded *Jerome's*TM. It is, therefore, estimated that *Jerome's* branding will yield a substantial savings.

Private Label

Focused on the retail consumer, we plan to sell primarily *Jerome's*TM private-label products of the highest quality, in consumer-friendly sizes, with strong value pricing, yet at a point we believe will be more profitable than that of the traditional supermarket industry, due to our vertical integration and efficient operations and distribution systems. *Jerome's*TM is expected to have private-label recognition similar to the Kirkland SignatureTM brand at Costco and other major private-label penetration into households.

AREAS OF OPERATIONS THAT *Jerome's*TM MANUFACTURING PLANT INTENDS TO MANUFACTURE FOR EQUIPMENT OF NEW STORES

- CONCRETE PANEL MANUFACTURING
- FIXTURES-FURNITURE AND EQUIPMENT FOR STORES
- REFRIGERATED CASES
- SKID MOUNTED REFRIGERATION PACKAGES
- SIGNAGE AND OTHE STRUCTURES DEEMED NECESSRY
- FILM MANUFACTURING
- BLOWN FILMS: Three Layer Biaxial Oriented Film
Seven Layer: Barrier Film
- CAST FILMS: PVC Stretch, PET Extrusion, Foam Extrusion
- THERMOFORMING
- TRAYS, CLAMSHELL, ETC.
- BLOW MOLDING
- HDPE, PET Bottles and Jars
- FLEXOGRAPHIC LABEL PDRINTING
- ROLL FILMS
- SPOT LABELS
- INJECTION MOLDING
- SHREDDERS/GRINDERS, BLENDERS, INJECTION MACHINES
- CURING, STORAGE, AND DISTRIBUTION
- STEEL TIN PLATE OVENS
- STEEL COIL IN FEED
- SHEAR PLATES



APRIL 1, 2017

- TINPLATE COAT
- CURING OVEN
- SORTING SHEETS AND DISTRIBUTION
- RACKS FOR PALLETS IN STORE
- DISPLAY IN STORE
- FILM FOR PACKAGING
- SHOPPING CARTS
- SIGNAGE
- STEEL COATING FOR CANS
- PRE-CAST CONCRETE PANELS
- REFRIGERATED RACKS
- REFREIGERATED CASE PANELS
- SHRINK WRAP FILM

Cross-Dock Delivery System Bypassing The Warehouse

The Holding Company believes that its cross-dock and delivery system will enable it to deliver food 10% cheaper than what a traditional supermarket currently pays for its total warehousing activities. We achieve these savings by eliminating the need for warehouses, which are found in traditional supermarket delivery systems. Instead, the *Jerome's*TM Twofors store becomes the warehouse. The food goes directly from the food manufacturing facility to the cross-dock to the *Jerome's*TM Twofors store.

The Company intends to have approximately eight different cross-docks throughout the United States, each servicing the region in which it is located. Each cross-dock will service the stores of its applicable region for distribution in a radius of 250 to 300 miles.

Wal-Mart, for example, has over 100 warehouses across the country with an average size of two million square feet and 1,000 employees per warehouse, which in our concept we eliminate the need for the warehouse without that overhead. This could only be done with a completely new infrastructure starting from scratch and taking on no baggage from the existing infrastructure of the industry.

Facility for Food Production

The food products to be produced will include: Variety of decorated Layer and Pan Cakes, Variety of Single and Double Shell Pies, Variety of Cookies, Variety of Danish style Puffed Pastries, Variety of Regular Donuts and Filled Donuts, Variety of Pizzas', Variety of Specialty Breads, Buns and Bagels, Potato Salad, Macaroni Salad and Cole Slaw, these Salad Products will be packaged in



APRIL 1, 2017

Thermoformed “see-through” Cups of Bowls with Covers. All Cakes, Pies, Cookies, Danish, Donuts and Pizzas will be packaged in Thermoformed “see-through” Clam Shell Packaging. Breads, Buns and Bagels will be packaged in sealed overwrapped Barrier Film. All Products produced can be delivered to the Store in a Fresh State or a Frozen State. All Thermoforming will be performed on site. All Thermoforming Films and Barrier Films will be supplied by *Jerome’s* Packaging Plant.

Implementation of Rollout

The Company is in the process of implementing an in-house construction management team to coordinate and develop the construction of *Jerome’s*TM Twofors stores for national rollout. This team will secure all necessary entitlements, permits and approvals to allow us to build or convert a store on each site on which we plan to develop and operate a supermarket. The team will also coordinate architectural and engineering design of the supermarkets, establish relationships with landlords, ensure fulfillment of lease obligations, and coordinate project schedules and final inspections required to operate a *Jerome’s*TM Twofors store.

Our construction management team will develop multiple stores simultaneously and we believe that our team can manage the development of 15 to 20 stores per month.

By having an in-house construction management team, the Company believes it will save approximately 10%, including fees and overhead, of the cost of hiring an outside construction management company. The Company reserves the right to engage, hire, consult, buy, merge with, or otherwise associate with any third party, without limitation, it deems appropriate to fulfill the objectives set forth herein.

Summary of the Offering

The following description summarizes certain proposed provisions of the shares of Series A Preferred Stock being offered for sale (the “Shares”), and does not purport to be complete and is subject to, and qualified in its entirety by, the provisions of (i) the Certificate of Incorporation of the Company (the “Charter”) and (ii) the Subscription Agreement (“Subscription Agreement”) between the Company and each investor (each, an “Investor”), where such rights will be set forth in full. Where the terms of the Charter, Subscription Agreement and this Memorandum conflict, the terms of this Memorandum shall be controlling. The form of Subscription Agreement and related investor questionnaire is attached hereto as Exhibit A.

Type of Security: Shares of the Company’s Series A Preferred Stock at a purchase price of \$10.00 per share.

Offering Amount: The Company is offering up to 25,000,000 shares of Series A Preferred Stock at a purchase price per share of \$10.00. The aggregate purchase



APRIL 1, 2017

price of the Shares is \$250,000,000, subject to increase or decrease at the discretion of the Company.

- Investors:** Selected investors who qualify as “accredited investors” as that term is defined in Rule 506(c) of Regulation D under the Securities Act. The Securities offered hereby have not been registered under the Securities Act in reliance upon certain exemptions from registration set forth in the Securities Act and the rules and regulations promulgated by the SEC thereunder including, without limitation, Section 4(2) of the Securities Act and Regulation D and, with respect to non-United States persons, Regulation S, each as promulgated by the SEC under the Securities Act.
- Offering Period:** The Offering will continue until the earlier of (i) the sale of all of the Shares in the Offering or (ii) March 31, 2018, unless extended by the Company at its sole discretion for up to an additional 180 days.
- Price per Share:** \$10.00, subject to adjustment.
- Minimum Subscription Amount:** To participate in this Offering, you must purchase at least \$100,000.00 in Shares (the “Minimum Subscription”). The Company shall have the ability, in its sole discretion, to accept subscription in amounts that are less than the Minimum Subscription.
- Restrictions on Transfer:** The Securities offered in the Offering will be restricted as to transferability under state and federal laws regulating securities. The issuance of the Securities has not been registered under the Securities Act, or any other similar state statutes, in reliance upon exemptions from the registration requirements contained therein. Accordingly, the Securities will be “restricted securities” as defined in Rule 144 under the Securities Act. As “restricted securities,” an investor must hold the Securities indefinitely and may not dispose or otherwise sell them without registration under the Securities Act and any applicable state securities laws unless an exemption from registration is available. Moreover, in the event an investor desires to sell or otherwise dispose of any of such investor’s Securities, the investor will be required to furnish us with an opinion of counsel acceptable to us that the transfer will not violate the registration requirements of the Securities Act or applicable state securities laws.



APRIL 1, 2017

Any certificate or other document evidencing the Securities will be imprinted with a conspicuous legend stating that the securities have not been registered under the Securities Act and state securities laws, and referring to the restrictions on transferability and sale of the securities. In addition, our records concerning the Securities will include “stop transfer notations” with respect to such Securities.

Closing Date:

The Company may affect multiple closings (each a “Closing”) until the amount offered hereby is received or until the Offering is terminated by the Company. There is no minimum amount that must be received prior to the first closing of this Offering.

Capitalization:

(WORK ON)The rights and preferences of the Series A Preferred Stock shall be set forth in the Charter. The Company shall have the following capitalization: _____ authorized shares, consisting of (1) 60,000,000 shares of blank check Preferred Stock and (2) 160,000,000 shares of Common Stock, consisting of (a) 120,000,000 shares of Class A Common Stock (which will have one vote per share) and (b) 40,000,000 shares of Class B Common Stock (which will have 10 votes per share, will be convertible into Class A Common Stock on a one-for-one basis and will convert into Class A Common Stock when transferred to persons unaffiliated with the Company or its founders). There are 10,000,000 shares of Preferred Stock designated as Series A Preferred Stock, _____ shares of which are issued or outstanding. No shares of Class A Common Stock are issued and outstanding but will be subscribed for by management of the Company pursuant to an equity incentive plan, as described below, and _____ shares of Class B Common Stock are issued and outstanding, all of which are held by the founder, identified below (subject to proportionate reduction if less than \$100,000,000 is raised in this Offering). Class B Common Stock will vote together with Class A Common Stock, except where class or series voting is required by law or the Company’s Certificate of Incorporation.

12,000,000 shares of Class B Common Stock have been issued to the founder (subject to proportionate reduction if less than \$100,000,000 is raised in this Offering) in return for developing the business plan (WORK ON) and launching the Company. After giving effect to such proportionate reduction, if any, the shares of Class B Common Stock issued to the founder will represent 37.5% of the total number of shares issued in this Offering. Shareholdings by the founder and Investors in

APRIL 1, 2017



this Offering will be diluted by any shares issued to current subscribers for shares, any shares issued to employees, officers or directors of the Company and any shares issued in connection with any subsequent equity offerings by the Company. The Company will reserve for issuance under an equity incentive plan to be created by the Company for awards to employees, officers and directors of the Company and its subsidiaries, shares of [Class A Common Stock] representing approximately 7% of the shares to be outstanding after this Offering. The 7% of shares will be diluted by any shares issued in connection with any subsequent equity offerings by the Company.

The Class A Common Stock and the Class B Common Stock shall be automatically converted into Common Stock immediately prior to the closing of an initial underwritten public offering.

- Voting Rights:** Pursuant to the Charter, the Series A Preferred Stock shall not be entitled to vote. All management decisions of the Company will be made by the Board of Directors and officers of the Company.
- Dividends:** The Company does not expect to pay dividends on its Series A Preferred Stock. (WORK ON)
- Optional Conversion:** Each share of Series A Preferred Stock may, at the option of the holder, be converted at any time into one share of Class A Common Stock. (WORK ON)
- Automatic Conversion:** The Series A Preferred Stock shall be automatically converted into Class A Common Stock immediately prior to the closing of an initial underwritten public offering of Common Stock. (WORK ON)
- Liquidation Preference:** The greater of (i) the original purchase price paid for such shares of Series A Preferred Stock or (ii) the amount such holder would have received if such holder had converted such shares of Series A Preferred Stock into Common Stock.
- Registration Rights:** The Investors will not be entitled to registration rights in connection with the issuance of the Shares.
- Preemptive Rights:** The Series A Preferred Stock will have no preemptive rights.



APRIL 1, 2017

- Financial Information:** The Company is a newly formed company that currently has a limited operating history and limited assets and liabilities, other than accrued organizational and offering expenses. Such organizational and offering expenses shall be paid for by the Investors in an amount equal to each Investor's pro rata contribution. The Company will furnish when available annual audited financial statements in accordance with United States generally accepted accounting principles and quarterly unaudited financial statements to each holder of the Series A Preferred Stock.
- Expenses:** Each Investor must pay its own expenses incurred in connection with this Offering.
- Blue Sky:** The Company will qualify the issuance of the Shares under state securities, or "Blue Sky," laws, as applicable.
- Subscriptions:** **(re-work by sec atty)** In order to subscribe for Shares, each prospective Investor must complete, execute and return the Subscription Agreement and related investor Questionnaire. Prospective Investors may send a check (or arrange for a wire transfer) for their total commitment amount set forth in their Subscription Agreement, to an escrow account established by the Company at Chicago Title and Trust. All subscription proceeds will be wired to and held in such escrow account pending acceptance of subscriptions by the Company. Escrowed subscription funds for accepted subscriptions may be released from escrow and paid to the Company from time to time during this Offering in a Closing. A prospective Investor shall not be entitled to a return of its subscription funds unless its subscription for Shares is not accepted. Subscription funds received from a prospective Investor whose subscription for Shares is not accepted will be returned to the prospective Investor, without interest or deduction. The Company reserves the right to request additional information from current or prospective Investors in order to ensure compliance with certain exemptions and provisions under the Securities Laws and other applicable Federal and State rules and regulations.
- Escrow Arrangement:** On each Closing date, the escrow agent may disburse to the Company funds equal to the amount of the subscription monies received at Closing, less any accrued offering expenses then owing (including accrued professional fees) relating thereto, concurrently with the issuance to the Investors in the Closing of certificates for their



APRIL 1, 2017

securities being purchased. The escrow agent, Chicago Title and Trust, has such right to deduct from any payments to be made to the Company amounts to be applied to payment of accrued professional fees and other accrued offering expenses incurred by such professionals on behalf of the Company relating to the Offering

Use of Proceeds:

Assuming that the Company closes on the Maximum Offering, the Company's gross proceeds will be \$250,000,000. Management will invest Company's funds to build stores, acquire food companies, and technology in food manufacturing of food, plus advertising and marketing. The proceeds of the sales of the Shares will be used for general working capital purposes, including salaries and legal, accounting, investment banking, and other operating expenses and expenses relating to the transactions described herewith.

Legal Counsel: TBD

APRIL 1, 2017



Auditors: TBD

Board of Directors shall consist of 7 members:

PROPOSED BOARD OF DIRECTORS

1. ALEC BALDWIN
2. JESSE JACKSON



APRIL 1, 2017

3. OPRAH WINFREY
4. BOB SCHNEIDER
5. JOE ANTONINI
6. MARTHA STEWART
7. REVEREND COCHRAN
8. MICHAEL MILKIN

Management of the Company:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.



APRIL 1, 2017

SECTION II: RISK FACTORS

An investment in the Shares offered hereby involves a high degree of risk and the Shares should not be purchased by persons who cannot afford the loss of their entire investment. Prospective Investors should consider carefully the following risk factors, in addition to other information presented in this Memorandum in evaluating the Company, management team and our business plan. This Memorandum contains certain forward-looking statements. Actual results of the Company could differ materially from those projected in the forward-looking statements as a result of certain of the risk factors set forth below and as a result of information appearing elsewhere in this Memorandum. Other factors and assumptions not identified below could also cause actual results to differ materially from those set forth throughout this Memorandum.

Management and Control

The Company intends to acquire and/or lease facilities for the manufacturing of food products, the packaging of food products, the manufacturing of FF&E, as well as facilities for conversion into supermarkets, and otherwise to operate the business relating to the *Jerome's*TM concept. Thus, holders of Series A Preferred Stock of the Company will need to significantly rely on the discretion and judgment of the Company's Board of Directors and officers in making decisions that affect the business operations of the Company and its subsidiaries. There can be no assurances that the securities will have value.

In addition, the Company may be in a position to make decisions with respect to the business operations of a *Jerome's*TM Twofors store that are in the economic interest of such *Jerome's*TM Twofors store. Such decisions may not be deemed to be in the best interest or most advantageous to the Company or its future subsidiaries. Due to the relatively limited control associated with ownership in the Series A Preferred Stock of the Company, Investors will have limited recourse to affect or to advise on such decisions.

In addition, if the Company determines to focus on another business or acquire ownership interests in other companies, as holders, Investors will have relatively little control over such decisions of the Company.

No Operating History

The Company has been recently formed and many of the details of its structure and strategy have yet to be determined. The Company also currently has limited assets and liabilities. While the Company has devoted significant efforts and incurred significant expense in developing a business strategy and a marketing program for the rollout of stores, the Company has no operating history upon which to base an evaluation of expected future operations or performance of the Company. Therefore,



APRIL 1, 2017

it is impossible for the Company to estimate from past results what operating expenses and revenues of the Company will be once the business plans have been implemented. Thus, Investors could lose their entire investment if the Company is unsuccessful in its business strategy.



APRIL 1, 2017

Anticipated Operating Losses

The Company and its prospects must be considered in light of the risks, expenses and difficulties frequently encountered by new enterprises in the early stage of development. Because of the numerous risks and uncertainties associated with implementing a new business model, we are unable to predict when we may begin to generate revenues or when we will become profitable, if at all. Even if the *Jerome's*TM Twofors stores are acquired and operated according to plans of the Company, and the Company implements its planned “total verticalization” system linking its planned manufacturing facilities with its planned supermarkets, it is possible that consumer preferences will not lead to revenues that meet the Company’s expectations, or that other aspects of the system when implemented will not lead to revenues that meet the Company’s expectations. Operating results may depend on matters over which the Company may have limited control. Thus, we must assume that we will initially have operating losses as we implement our business plan.

Dependence on Acquisitions

Our business plan, which includes the acquisition of food manufacturing and other facilities and suppliers. There can be no assurances that potential acquisitions will be successful or be effected on a timely basis, or at all. If the Company is not successful in making such acquisitions on favorable terms or at all, it will have no operations. If the Company is successful in acquiring only manufacturing facilities or only supermarkets, it will not be able to implement its “total verticalization” approach of supply products manufactured by it to supermarkets owned or operated by it, and its operating results may be materially lower than expected. **REWORK**

In addition, our growth will depend to a significant degree on our ability to operate acquired facilities and stores successfully. We may not be able to adapt our distribution, management information and other operating systems to adequately supply products to stores at competitive prices so that we can operate the stores in a successful and profitable manner.

The Possibility Of A Global Financial Crisis May Significantly Impact The Company’s Business And Financial Condition For The Foreseeable Future.

The credit crisis and related turmoil in the global financial system may adversely impact our business and financial condition, and we may face challenges if conditions in the financial markets remain challenging. Our ability to access the capital markets may be restricted at a time when we would prefer or be required to raise financing. Such constraints could have a material negative impact on our flexibility to react to changing economic and business conditions.

The Company May Be Impacted By General Economic Conditions.



APRIL 1, 2017

The Company may be susceptible to negative trends in the national and/or regional economies as well as fluctuations in oil and natural gas prices and futures. The success of our business depends, in part, on a number of factors related to spending patterns in the overall economy.



APRIL 1, 2017

Capital Expenditures

The acquisition and/or leasing of stores or real estate and the development of production and distribution facilities require significant amounts of capital. We expect that our growth initially will be funded primarily through proceeds from this offering pursuant to 506(C) private placements of our securities. These and other sources of capital may not be available to us in the future or at all. Capital expenditures of the Company could differ from estimates if we are unsuccessful in acquiring or leasing suitable supermarkets or food manufacturing facilities, or if development and remodel costs vary from those budgeted.

If, as a result of labor relations issues, supply issues, environmental and real estate delays, our plan to acquire or lease and remodel stores does not remain within time and financial budgets, our financial performance could be materially affected. Further, we cannot ensure that our acquired or leased or remodeled stores or food manufacturing facilities will achieve the anticipated sales or profit levels.

Key Personnel

We are and will be dependent upon a number of key management and other team members. If we were to lose the services of a significant number of key team members within a short period of time, this could have a material adverse effect on operations. In addition, as part of our anticipated acquisitions, we will be dependent on the continuation of employment of certain members of management of the acquired businesses for integration of such acquired businesses into the Company. The Company does not currently maintain key man insurance on any team member, but reserves the right to do so in the future in its sole discretion.

Our success also will be dependent upon the ability to attract and retain qualified team members to meet future growth needs. We expect to face intense competition for qualified team members, many of whom are subject to offers from competing employers. The Company may not be able to attract and retain necessary team members to operate the business.

Dilution; Additional Financings

The Company is offering up to a maximum of 25,000,000 shares of Series A Preferred Stock in this Offering. Due to the uncertainty that the *Jerome's*TM Twofors concept will be successfully developed and marketed, our financial projections may prove inaccurate, and we may need to raise additional funds prior to being able to make the acquisitions needed to implement our business strategy. The issuance of securities in any such additional financing could dilute the interests of purchasers of Shares in this Offering.



APRIL 1, 2017

Investors will also bear the risk that the Company may not be able to raise additional funds to fulfill any additional capital needs to roll out the *Jerome's*TM business operation. Such a shortfall could precipitate the partial or complete termination of operations, thereby resulting in a significant or complete loss of the original investment to the Investors.



APRIL 1, 2017

Competition

The food business is highly competitive. While we are aware of no other companies with the degree of manufacturing/supply and retail facilities with whom we would be competitive, we expect that our supermarket competitors will include conventional and specialty supermarkets, supercenters, mass merchandisers, membership warehouse stores, drug stores, dollar stores, small specialty stores, and gas stations. Such expected competitors compete in a variety of ways, including merchandise selection and availability, services offered to members, loyalty programs, location, store hours and price. We expect that our ability to respond effectively to competitive pressures and changes in the retail markets could adversely affect our financial performance. Many of these potential competitors may have been in business longer or may have greater financial or marketing resources, better access to merchandise, and greater market penetration than we do and may be able to devote greater resources to sourcing, promoting and selling their products.

For the Company to successfully implement its *Jerome's*TM Twofors concept, it will need to acquire market share from current retail supermarket and convenience stores. Established market participants (such as Wal-Mart, Costco and Safeway) who experience the loss of any of their market share to us could react in a competitive fashion to recover their market share, and such established market participants have substantially more financial and other resources than the Company to take action to retain or recover their market share. Other actions of such competitors could adversely affect our sales and future profits.

The Company believes that its success will be dependent upon its ability to effectively compete in this industry and to keep operating expenses low, including managing health care and pension costs contained in any collective bargaining agreements it may enter into. Increased competition may have an adverse effect on profitability as the result of lower sales, lower gross profits and/or greater operating costs, such as marketing.

Intellectual Property

The Company owns all business-related intellectual property, including all trademarks, copyrights, patents, computer software, the use of trade secrets and other industry know-how, the use of any applicable name and logo, and the business model and strategy, which intellectual property will be licensed to each *Jerome's*TM Twofors store. Thus, the Company expects that the operations of each *Jerome's*TM Twofors store will depend upon such intellectual property licensed to each store. If issues of intellectual property infringement arise, the effects on a *Jerome's*TM Twofors store and its stockholders could materially and adversely affect the value of the Shares.

The Company expects to rely on a combination of trademark, trade secret and copyright law and internal procedures and nondisclosure agreements to protect its intellectual property. The



APRIL 1, 2017

Company has filed a registration application for the “*Jerome's*™” logo as a trademark with the United States Patent and Trademark Office and to the United States Patent and Trademark Office for patent protection of our system designs. There can be no assurances, however, that any such intellectual property rights can be successfully asserted in the future or will not be invalidated, circumvented or challenged.



APRIL 1, 2017

In addition, the laws of certain foreign countries in which the products may be produced or sold will not protect its intellectual property rights to the same extent as the laws of the United States. Failure to protect the proprietary information of the Company could have a material adverse effect on its businesses, results of operations and financial condition.

Information Technology

The Company anticipates having large, complex information technology systems that are important to its business operations. The Company expects to make significant technology investments in its expected facilities and supermarkets and in its administrative functions, but could encounter difficulties developing its information technology systems and in integrating acquired information technology systems into its own information technology system. Such difficulties could lead to significant expenses or to losses due to disruption in business operations. In addition, new or upgraded technology might not provide the anticipated benefits; it might take longer than expected to realize the anticipated benefits or the technology might fail.

In addition, although the Company will put forth considerable efforts and engage in technology to secure its computer network, security could be compromised, confidential information could be misappropriated, or system disruptions could occur. This could lead to loss of sales or profits or cause the Company to incur significant costs to reimburse third parties for damages.

Absence of Public Market

In addition to the restrictions on transfer referenced herein, the Company does not expect there to be a market for the resale of the Series A Preferred Stock, and there can be no assurance that such a market will develop subsequent to this Offering. While the Company intends to become a public company in the future, it has not determined a strategy as to how or when it would do so. There can be no assurances that the securities will be or become liquid. Therefore, an Investor may be unable to sell, transfer, offer for sale, pledge, hypothecate or otherwise dispose of all or some portion of its investment. Moreover, in the event that an Investor was able to sell some or all of its Shares, it might receive less than the amount of its original investment.

We Do Not Expect To Pay Dividends In The Foreseeable Future, but we may surprise you

We do not intend to declare dividends for the foreseeable future, as we anticipate that we will reinvest any future earnings in the development and growth of our business. Therefore, our stockholders will not receive any funds unless they sell their common stock, and stockholders may be unable to sell their shares on favorable terms or at all.



APRIL 1, 2017

Change in Business and Economic Conditions

The Company expects that results of operations may be sensitive to changes in overall economic conditions that impact consumer spending, including discretionary spending. Future economic conditions affecting disposable consumer income such as employment levels, business conditions, interest rates, inflation, consumer debt levels, fuel and energy costs, tax rates, the impact



APRIL 1, 2017

of natural disasters or acts of terrorism, and other matters could reduce consumer spending or cause consumers to shift spending to competitors, or require a change in the mix of products we intend to sell. A general reduction in the level of discretionary consumer spending or the inability of the Company to respond to shifting consumer attitudes regarding products, store location and other factors could adversely affect its expected growth and profitability.

Changes in the general business and economic conditions in the industry and any areas in which the Company expects to operate (including the rate of inflation, population growth, the rising prices of oil and gas, the nature and extent of continued consolidation in the food industry and employment and job growth in the markets in which the Company expects to operate) also may affect its ability to hire and train qualified employees to operate its business, including its planned facilities and stores. This would negatively affect the Company's ability to consummate its planned transactions and its earnings and sales growth.

General economic changes may also affect the shopping habits and buying patterns of the Company's planned customers, which could affect its sales and earnings. The Company cannot make assurances regarding the impact of changes in business or economic conditions, inflation, population and job growth, oil and gas prices, customer shopping habits and food industry consolidation on the expected business of the Company. It also is difficult to consistently and successfully predict the products and services expected customers will demand. The success of the planned business will depend in part on an ability to identify and respond to evolving trends in demographics and consumer preferences. Failure to timely identify or effectively respond to changing consumer tastes, preferences and spending patterns could adversely affect the relationship of the Company with its expected customers and the demand for its products and services.

Supply

Although the Company intends to acquire manufacturing facilities that will allow it to supply its expected supermarket operations, it also will need to source some of its expected products from a wide variety of suppliers. We expect that the ability to find qualified suppliers who meet our standards, and to access products in a timely and efficient manner will be a significant challenge, especially with respect to suppliers located and goods sourced outside the United States. Political and economic instability in the countries in which foreign suppliers may be located, the financial instability of suppliers, suppliers' failure to meet our standards, labor problems experienced by suppliers, the availability of raw materials to suppliers, merchandise quality issues, currency exchange rates, transport availability and cost, inflation, and other factors relating to the suppliers and the countries in which they are located will be beyond our control.

In addition, the United States' foreign trade policies, tariffs and other impositions on imported goods, trade sanctions imposed on certain countries, the limitation on the importation of certain types of goods or of goods containing certain materials from other countries and other factors relating to



APRIL 1, 2017

foreign trade will be beyond its control. The Company may also face changes in the cost to it of accepting various payment methods and changes in the rate of utilization of these payment methods by its members.



APRIL 1, 2017

Natural Disasters and Supply

The occurrence of one or more natural disasters, such as hurricanes or earthquakes, could adversely affect our anticipated operations and financial performance. Such events could result in physical damage to one or more properties expected to be owned by the Company, the temporary closure of warehouses or depots, the temporary lack of an adequate work force in a market, the temporary or long-term disruption in the supply of products from some suppliers, the temporary disruption in the transport of goods and the temporary reduction in the availability of products in the Company's warehouses. In addition, any emphasis on perishable products may result in significant product inventory losses in the event of extended power outages, natural disasters or other catastrophic occurrences.

Food Safety, Quality and Health Concerns

We could be adversely affected if its anticipated customers lose confidence in the safety and quality of certain food products sold in our planned supermarkets. Adverse publicity about these types of concerns, whether or not valid, may discourage such consumers from buying such products or cause production and delivery disruptions. The Company may be especially susceptible to such concerns as it may rely on one brand, the reputation of which may be diminished from a loss of consumer confidence or loyalty. The real or perceived sale of contaminated food products could result in product liability claims and a loss of consumer confidence, which could have a material adverse effect on our planned sales and operations.

The Company's expected business also could be severely impacted by a widespread regional, national or global health epidemic. A widespread health epidemic may cause customers to avoid public gathering places or otherwise change their shopping behaviors. Additionally, a widespread health epidemic could also adversely impact our business by disrupting production and delivery of products to our stores and by impacting our ability to appropriately staff its stores.

Government Regulation

Our anticipated manufacturing facilities and supermarkets will be subject to various federal, state, local and foreign laws, regulations and administrative practices affecting our business. The Company will need to comply with numerous provisions regulating health and sanitation standards, food labeling, equal employment opportunity, minimum wages and licensing for the sale of food, drugs and alcoholic beverages. Any acquired stores could be adversely impacted by difficulties or failures in our ability to obtain or maintain required approvals or licenses.

The manufacturing, processing, formulating, packaging, labeling and advertising of products are subject to regulation by various federal agencies including the Food and Drug Administration ("FDA"), Federal Trade Commission, the Consumer Safety Protection Commission, United States



APRIL 1, 2017

Department of Agriculture (“USDA”) and Environmental Protection Agency. The composition and labeling of nutritional supplements are most actively regulated by the FDA under the provisions of the Federal Food, Drug and Cosmetic Act (“FFDC Act”). The FFDC Act has been revised in recent years with respect to dietary supplements by the Nutrition Labeling and Education Act and by the Dietary Supplement Health and Education Act. The USDA’s Organic Rule, facilitates interstate commerce and the marketing of organically produced food and provides assurance to our planned



APRIL 1, 2017

customers that such products meet consistent, uniform standards. Compliance with this rule could pose a significant burden on some of the Company's suppliers, which may cause a disruption in some of its product offerings.

The Company cannot predict the nature of future laws, regulations, interpretations or applications, or determine what effect either additional government regulations or administrative orders, when and if promulgated, or disparate federal, state, local and foreign regulatory schemes would have on the future business of it. They could, however, require the reformulation of certain products to meet new standards, the recall or discontinuance of certain products not able to be reformulated, additional record keeping, expanded documentation of the properties of certain products, expanded or different labeling and/or scientific substantiation. Any or all of such requirements could have an adverse effect on the Company's results of operations and financial condition.

In addition, while the Company will attempt to ensure that its planned operations are in material compliance with all environmental laws, any failure to comply with these laws could result in costs to satisfy environmental compliance, remediation requirements, or the imposition of severe penalties or restrictions on operations by government agencies or courts that could adversely affect the operations of the Company.

Legal Proceedings

From time to time, the Company may be a party to legal proceedings, including matters involving personnel and employment issues, personal injury, antitrust claims, administrative proceedings, litigation and other proceedings arising in the ordinary course of business. In addition, there are an increasing number of cases being filed against companies generally, which contain class action allegations under federal and state wage and hour laws. Assessing and predicting the outcome of these matters involves substantial uncertainties. Although not currently anticipated by the Company, unexpected outcomes in any such legal proceeding could have a material adverse impact on its financial results.

Additionally, defending against any such lawsuits and proceedings may involve significant expense and diversion of management's attention and resources. Our results could be materially impacted by the decisions and expenses related to pending or future proceedings.

Internal Controls Over Financial Reporting

While the Company intends to become a public company in the future, it has not determined a strategy as to how or when it would do so. In the event the Company was to become a public company, the Company would be subject to the SEC's rules under the Sarbanes-Oxley Act of 2002



APRIL 1, 2017

relating to internal controls over financial reporting. Thus, management of the Company would be responsible for establishing and maintaining adequate internal control over financial reporting.

An internal control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all



APRIL 1, 2017

internal control systems, internal control over financial reporting may not prevent or detect misstatements.

Any failure to maintain an effective system of internal control over financial reporting could limit the ability to report financial results accurately and timely or to detect and prevent fraud, and could expose the Company to litigation or adversely affect the market price of its Common Stock after any such going-public transaction.

Self-Insurance

The Company may use a combination of insurance and self-insurance plans to provide for the potential liabilities for workers' compensation, general liability, property insurance, director and officers' liability insurance, vehicle liability and employee health care benefits. Liabilities associated with the risks that are retained by the Company are estimated, in part, by considering historical claims experience, demographic factors, severity factors and other actuarial assumptions. Results of the Company could be materially impacted by claims and other expenses related to such plans if future occurrences and claims differ from these assumptions and historical trends.

Fluctuations

Future quarterly operating results of the Company could fluctuate for many reasons, including losses from newly acquired stores, variations in the mix of product sales, price changes in response to competitive factors, increases in store operating costs, possible supply shortages, extreme weather-related disruptions, including hurricanes and earthquakes, and potential uninsured casualty losses or other losses. In addition, future quarterly operating results may fluctuate significantly as the result of the timing of acquisitions.

Expected future comparable store sales of the Company also could fluctuate or be lower than any historical average for many reasons including acquired stores entering into the comparable store base, increased competition, price changes in response to competitive factors, possible supply shortages, and cycling against above-average sales results in the prior year. Results of operations may be materially impacted by fluctuations in comparable store sales as the result of lower sales, lower gross profits and/or greater operating costs such as marketing.

Unions

If unions attempt to organize the team member base at certain facilities, responding to such organization attempts may be distracting to management and team members and may have a negative financial impact on a store, facility or the Company as a whole.

Changes in Accounting Standards



APRIL 1, 2017

Generally accepted accounting principles and related accounting pronouncements, implementation guidelines, and interpretations for many aspects of the business of the Company, such as accounting for insurance and self-insurance, inventories, goodwill and intangible assets, leases, income taxes and share-based compensation, are highly complex and involve subjective judgments. Changes in these rules or their interpretation could significantly change or add significant volatility to our expected earnings without a comparable underlying change in cash flow from operations.

Tax Rate Changes

Future effective tax rates of the Company could be adversely affected by the earnings mix being lower than historical results in states or countries where the Company has lower statutory rates and higher than historical results in states or countries where it has higher statutory rates, by changes in the valuation of our deferred tax assets and liabilities, or by changes in tax laws or interpretations thereof. In addition, the Company may be subject to periodic audits and examinations by the Internal Revenue Service (the “IRS”) and other state and local taxing authorities. Results could be materially impacted by the determinations and expenses related to these and other proceedings by the IRS and other state and local taxing authorities.

The foregoing list of important factors is not exclusive and we do not undertake to revise any forward-looking statement to reflect events or circumstances that occur after the date the statement is made.

SECTION IV: USE OF PROCEEDS

******TO BE DICTATED******

APRIL 1, 2017



SECTION V: BUSINESS

Overview

Supermarkets (RE-WORK)

With the economic meltdown in the national economy, a great deal of real estate has become available for store locations. In 2008, it was almost impossible to find locations to build a national chain. It is estimated by the International Council of Shopping Centers, New York City, that 73,000 stores will become available for rent over the next two years. This presents an outstanding opportunity to rent or acquire real estate for a national rollout. The rent on these stores can be reduced by as much as 50% because of the abundance of real estate available. Without the economic meltdown currently affecting the national economy, this opportunity would most likely not exist.

At some time in the future, the Company plans on building new construction, which will be located as close as possible in proximity to Wal-Mart and other existing national supermarket chains.

Private Label

Focused on the retail consumer, the Company plans to sell primarily *Jerome's*TM private-label products of the highest quality, in consumer-friendly sizes, with strong value pricing, yet at a price



APRIL 1, 2017

point we believe will be more profitable than that of the traditional supermarket industry due to the Company's vertical integration and efficient operations and distribution systems. *Jerome's*TM is expected to have private-label recognition similar to Kirkland SignatureTM brand at Costco and other major private-label penetration into households.

Jerome's Branding

Approximately 80% of the store items will be branded by Jerome's Two for concept for the price of 1 at a normal supermarket, Jane will give you two or more with an equal or better quality.

How does Jerome's do this?

As mentioned earlier in this document, Jerome's facilities nationwide will be approximately 800,000 sq. feet where packaging material for 80% of the product is produced. Jerome's has cut out every middle man in the production of packaging and food production.

Jerome's character and her projected image is that of the Golden Girls' television shows' mother who is a 60-year-old woman, who tells it as it is and she is their friend and the cousin of the shoppers.

When one considers the cost of food, branding is generally the most expensive area in the total manufacturing process. In today's economy, a brand name 12-ounce soda can, for example, costs approximately 7 cents. To fill that can with soda costs approximately 2 cents or less. It is estimated that the branding cost for that brand name can of soda is 10 cents. Therefore, a typical brand name soda company has a cost of 18 cents per can before it is sold to the retailer.

In contrast, *Jerome's*TM plans to brand all of its items in all of its stores as a total package and not as individual food items. Everything will be branded *Jerome's*TM. It is therefore estimated that the Company will yield a substantial savings.

The Company expects to acquire and/or build manufacturing and packaging facilities to accomplish its vertical integration concept by paying cash and issuing stock through private placements and other capital raising ventures. It expects that these facilities will be located geographically throughout the United States wherever the Company acquires retail outlets and may consist of (i) a Produce Packaging Center, (ii) a Bakery Commissary, (iii) a Meat Packaging Center, (iv) a Deli Manufacturing Center, (v) a Dairy Processing Center, and (vi) such other facilities as the Company deems necessary or appropriate in its sole discretion. The Company believes there will be many candidates for food manufacturing acquisitions in today's economic environment. The



APRIL 1, 2017

Company's management is of the belief that the Company can acquire additional facilities for a significant discount to their real value given the severity of today's economic environment, which makes this business plan viable and is very similar to how the Company negotiated its contracts for its manufacturing and developing facilities in _____.

Information Technology

The Company anticipates selecting an information technology vendor to provide a manufacturing, distribution, and retail solution as an integrated application supporting its operations from the point-of-sale registers to the manufacturing facilities. We believe that the supply chain support of the Company, when developed and implemented, will be an industry leader. Based on the final *Jerome's*TM business plan, the Company believes that it needs to develop or commission an Information Technology infrastructure that would tightly integrate all the back office support needed such as human resources, payroll, labor scheduling, time and attendance, general ledger, accounts payable, accounts receivable, fixed assets and business intelligence. The Company believes that Information Technology operations will include finance, human resources/payroll, manufacturing, warehousing, transportation, merchandising, procurement and the retail stores, as a total, one enterprise system.

The majority of Information Technology infrastructures that exist today in the retail sector consist of applications from many software providers and software developed in-house. These types of infrastructures require numerous man-hours to integrate and require a high level of capital commitment. Thus, the Company believes that by investing in a fully integrated system, it will be able to quickly deploy a fully functional system following its planned acquisitions.

Exit Strategy

The Company intends to become a public company in the future, however, there can be no assurances that such an event will occur. To the extent the Company becomes a public company, there are no assurances that investors' shares will not be diluted.

Board of Directors of Jerome's

The following table sets forth the names, ages, positions and dates of appointment of our directors and executive officers.



APRIL 1, 2017

Name	Age	Position	Date Appointed

The business background descriptions of the newly appointed directors and officers are

EXECUTIVE COMPENSATION

The following sets forth information with respect to the compensation awarded or paid to our Chief Executive Officer and the two most highly compensated executive officers during the fiscal year ended [_____] (collectively, the “named executive officers”) for all services rendered in all capacities to us and our subsidiaries in fiscal [__] and [__].

Summary Compensation Table

The following table sets forth information regarding each element of compensation that we paid or awarded to our named executive officers for fiscal [__]. [We did not pay] any compensation to our named executive officers in fiscal [__]. [__] was formed on [_____] and therefore did not pay any compensation to the named executive officers prior to that date.

Name and Principal Position	Year	Salary (\$)	Stock Awards (\$)	Option Awards (\$)	Total (\$)
		0			
Chief Executive Officer					
President					
Chief Financial Officer					



APRIL 1, 2017

Equity Incentive Plan

The Company anticipates reserving 7% of the capital stock on a fully-diluted basis of the Company to be issued to employees pursuant to an equity incentive plan. The terms and conditions of such equity incentive plan shall be standard for the industry. The Company reserves the right to compensate employees, officers and directors in any way or manner it deems appropriate in its sole discretion, subject to applicable laws and regulations.

To our knowledge, during the past five years, none of our directors, executive officers, promoters, control persons, or nominees has:

- been convicted in a criminal proceeding or been subject to a pending criminal proceeding (excluding traffic violations and other minor offenses);
- had any bankruptcy petition filed by or against the business or property of the person, or of any partnership, corporation or business association of which he was a general partner or executive officer, either at the time of the bankruptcy filing or within two years prior to that time;
- been subject to any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction or federal or state authority, permanently or temporarily enjoining, barring, suspending or otherwise limiting, his involvement in any type of business, securities, futures, commodities, investment, banking, savings and loan, or insurance activities, or to be associated with persons engaged in any such activity;
- been found by a court of competent jurisdiction in a civil action or by the SEC 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; been the subject of, or a party to, any federal or state judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated (not including any settlement of a civil proceeding among private litigants), relating to an alleged violation of any federal or state securities or commodities law or regulation, any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order, or any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or

been the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) the Exchange Act), any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

APRIL 1, 2017



SECTION VI: CAPITALIZATION AND DESCRIPTION OF SECURITIES

The following description of the Offering and the Shares offered summarizes certain general terms and provisions of the Charter and other ancillary documents described herein. The statements under this caption are summaries only, do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all the provisions of the Charter and other ancillary documents described herein, including the definitions therein of certain terms. Copies of the Charter may be obtained upon request of the Company. Forms of certain other ancillary documents described herein are attached to this Memorandum as Exhibits.

General

The Company is offering up to 25,000,000 shares of Series A Preferred Stock.

Capitalization

The rights and preferences of the Series A Preferred Stock shall be set forth in the Charter. The Company shall have the following capitalization: 220,000,000 authorized shares, consisting of (1) 60,000,000 shares of blank check Preferred Stock and (2) 160,000,000 shares of Common Stock, consisting of (a) 120,000,000 shares of Class A Common Stock (which will have one vote per share) and (b) 40,000,000 shares of Class B Common Stock (which will have 10 votes per share, will be convertible to Class A Common Stock on a one-for-one basis and will convert into Class A Common Stock when transferred to persons unaffiliated with the Company or its founders). There are 25,000,000 shares of Preferred Stock designated as Series A Preferred Stock, _____ shares of which are issued or outstanding, no shares of Class A Common Stock are issued and outstanding but will be subscribed for by management of the Company pursuant to an equity incentive plan as described below and _____ shares of Class B Common Stock are issued and outstanding, all of which are held by the founder (subject to proportionate reduction if less than \$100,000,000 is raised in this Offering). Class B Common Stock will vote together with Class A Common Stock and the Series A Preferred Stock, except where class or series voting is required by law or the Company's Certificate of Incorporation.

12,000,000 shares of Class B Common Stock have been issued to the founder (subject to proportionate reduction if less than \$100,000,000 is raised in this Offering) in return for developing the business plan and launching the Company. After giving effect to such proportionate reduction, if any, the shares of Class B Common Stock issued to the founder will represent 37.5% of the total number of shares issued to the founder and in this Offering. Shareholdings by the founder and



APRIL 1, 2017

Investors in this Offering will be diluted by any shares issued to current subscribers for shares, any shares issued to employees, officers or directors of the Company and any shares issued in connection with any subsequent equity offerings by the Company. The Company will reserve for issuance under an equity incentive plan to be created by the Company for awards to employees, officers and directors of the Company and its subsidiaries, shares of Class A Common Stock representing approximately 7% of the shares to be outstanding after this Offering. Such 7% will be diluted by any shares issued in connection with any subsequent equity offerings by the Company

The Class A Common Stock and the Class B Common Stock shall be automatically converted into Common Stock immediately prior to the closing of an initial underwritten public offering.

The Company may issue equity in subsequent private financing transactions in which only accredited investors, institutional investors or persons who qualify for an exemption under the Securities Act will be permitted to participate, and otherwise on terms to be determined.

Description of Securities

Voting Rights. Pursuant to the Charter, the Series A Preferred Stock shall not be entitled to vote. All management decisions of the Company will be made by the Board of Directors and officers of the Company.

Dividends. The Company does not expect to pay dividends on its Series A Preferred Stock, but may choose to do so in its sole discretion.

Optional Conversion. Each share of Series A Preferred Stock may, at the option of the holder, be converted at any time into one share of Class A Common Stock.

Automatic Conversion. The Series A Preferred Stock shall be automatically converted into Class A Common Stock immediately prior to the closing of an initial underwritten public offering of Common Stock.

Liquidation Preference. In the event of a Liquidation Event (as defined below), each holder of Series A Preferred Stock shall have a liquidation preference equal to the greater of (i) the original purchase price paid for such shares of Series A Preferred Stock and (ii) the amount such holder would have received if such holder had converted such shares of Series A Preferred Stock into Common Stock.

A “Liquidation Event” shall mean (i) a liquidation, dissolution or winding up of the Company and (ii) the sale, lease or other disposition of all or substantially all of the Company’s assets or the merger or consolidation of the Company with another entity (in which the Company is not the



APRIL 1, 2017

surviving entity), or any other transaction which results in the stockholders of the Company owning less than 50% of the equity or voting power of the surviving entity”).

Registration Rights. The Investors will not be entitled to registration rights in connection with the issuance of the Shares.

Preemptive Rights. The Series A Preferred Stock will have no preemptive rights.



APRIL 1, 2017

PRINCIPAL STOCKHOLDERS

Common Stock

The following table sets forth certain information regarding our shares of common stock beneficially owned as of October 30, 2011, for (i) each stockholder known to be the beneficial owner of 5% or more of the Company's outstanding shares of common stock, (ii) each named executive officer and director, and (iii) all executive officers and directors as a group. A person is considered to beneficially own any shares: (i) over which such person, directly or indirectly, exercises sole or shared voting or investment power, or (ii) of which such person has the right to acquire beneficial ownership at any time within 60 days through an exercise of stock options or warrants. Unless otherwise indicated, voting and investment power relating to the shares shown in the table for our directors and executive officers is exercised solely by the beneficial owner or shared by the owner and the owner's spouse or children.

Name and Address	Beneficial Ownership		Percentage of Class (1)	
				%
				%
				%
				%
				%



APRIL 1, 2017

				0%
				0%
				0%
All officers and directors as a group (8 persons)				0%

* Less than 1%

(1) Based on [_____] shares of common stock issued and outstanding as of October 30, 2011.

**SECTION VII:²
CERTAIN FEDERAL INCOME TAX CONSIDERATIONS**

IRS Circular 230 Notice: The discussion of United States federal tax issues contained in this Memorandum is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding any United States federal tax penalties. Such discussion is written to support the promotion or marketing of the transactions or matters discussed in this Memorandum, and each taxpayer to whom such transactions or matters are being promoted, marketed or recommended should seek advice based on its particular circumstances from an independent tax advisor.

The following summarizes certain United States federal income tax considerations relevant to an Investor’s purchase, ownership, and disposition of the Shares. The summary is based on current provisions of the Internal Revenue Code of 1986, as amended (the “Code”), Treasury Regulations promulgated thereunder, and administrative and judicial interpretations thereof all as in effect as of the date of this Memorandum, and all of which are subject to change and differing interpretations, possibly on a retroactive basis. This summary generally focuses on holders who are individual citizens or residents of the United States, corporations, limited liability companies, partnerships and entities treated as corporations or partnerships for federal income tax purposes created or organized

² To be reviewed by tax counsel.



APRIL 1, 2017

in or under the laws of the United States or any political subdivision thereof, estates, the income of which is includible in its gross income for United States federal income tax purposes without regard to its source, or a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust. This summary does not include any description of any alternative minimum tax consequences or the tax laws of any state or local government or of any foreign government that may be applicable. This summary also does not discuss the federal income tax consequences to categories of holders subject to special rules, such as banks, tax-exempt organizations, insurance companies, financial institutions, foreign persons and dealers in stocks and securities, nor does it address the federal income tax consequences to holders of the Shares other than the original holders. This summary applies only to those holders who hold the Shares as capital assets. The Company does not intend to request a ruling from the Internal Revenue Service (the “IRS”) nor an opinion of counsel regarding any of the federal income tax matters discussed in this summary. Accordingly, before making an investment decision, prospective investors are urged to consult their own tax advisors as to the federal income and other tax consequences of the purchase, ownership, and disposition of the Shares.

Purchase of Series A Preferred Stock

Neither the Company nor an Investor will be subject to tax upon the purchase of the Shares pursuant to this Offering.

Sale of Series A Preferred Stock

Upon the sale of Series A Preferred Stock, a holder generally will recognize capital gain or loss equal to the difference between (i) the amount of cash and the fair market value of any property received upon the sale and (ii) such holder’s adjusted tax basis in the Series A Preferred Stock. Such capital gain or loss will be long-term capital gain or loss if the holder’s holding period in the Series A Preferred Stock is more than one year at the time of the sale. Under current law, long-term capital gains recognized by certain non-corporate holders, including individuals, will generally be subject to a maximum federal rate of tax of ____%. Capital losses upon the sale of Series A Preferred Stock will generally be limited as an offset against other income of a non-corporate holder to the amount of (i) capital gain realized by such holder plus (ii) \$_____ of such holder’s ordinary income. Capital losses in excess of this limitation may be carried forward to future taxable years.

Dividends

Distributions, if any, made on the Series A Preferred Stock generally will be included in the income of an holder to the extent of the Company’s current or accumulated earnings and profits. Under current law, dividend distributions to certain non-corporate holders, including individuals, will generally be subject to a maximum federal rate of tax of --%. Distributions in excess of the



APRIL 1, 2017

Company's current and accumulated earnings and profits will be treated as a return of capital to the extent of the holder's basis in the Series A Preferred Stock and thereafter as capital gain.

SECTION VII: THE OFFERING, PLAN OF DISTRIBUTION

The following description of the Offering summarizes certain general terms and provisions of the Shares and other ancillary documents described herein. The statements under this caption are summaries only, do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all the provisions of the shares of Series A Preferred Stock, and other ancillary documents described herein, including the definitions therein of certain terms. Forms of the ancillary documents described herein are available from the Company upon request.

The Company is offering for sale up to 25,000,000 shares of Series A Preferred Stock at \$10.00 per share. The Offering is being made by the Company in reliance on exemptions from registration under the Securities Act and state securities laws. The Company may, at its sole discretion, increase or decrease the size of the Offering. The Company may engage one or more consultants or selling agents to assist in the placement of the Shares offered hereby and may pay a consulting fee or commission in the form of cash and/or shares for such services.

Subscriptions

In order to subscribe for Shares, each prospective Investor must complete, execute and return to the Subscription Agreement and related Investor Questionnaire. Prospective Investors may send a check (or arrange for a wire transfer) for their total commitment amount set forth in their Subscription Agreement, to an escrow account established by the Company at All subscription proceeds will be held in such escrow account pending acceptance of subscriptions by the Company. Escrowed subscription funds for accepted subscriptions may be released from escrow and paid to the Company from time to time during this Offering in a Closing. A prospective Investor shall not be entitled to a return of its subscription funds unless its subscription for Shares is not accepted. Subscription funds received from a prospective Investor whose subscription for Shares is not accepted will be returned to the prospective Investor, without interest or deduction.

Closings

The Company may affect one or more closings until subscriptions for all of the Shares offered hereby have been received and accepted by the Company (subject to the Company's right to increase the size of the Offering at its sole discretion), or such earlier time as the Company may determine in its sole and absolute discretion. The Company is under no obligation to continue the Offering until all of the shares offered hereby are sold, and may in its discretion effect the final closing at any time or terminate this Offering prior to any closing.

Expenses



APRIL 1, 2017

Each Investor must pay its own expenses incurred in connection with this Offering.

Escrow Arrangement

On each Closing date, the escrow agent may disburse to the Company funds equal to the amount of the subscription monies closed on in such Closing, less any accrued offering expenses then owing (including accrued professional fees) relating thereto, concurrently with the issuance to the Investors in such Closing of certificates for their securities being purchased. The escrow agent has such right to deduct from any payments to be made to the Company amounts to be applied to payment of accrued professional fees and other accrued offering expenses incurred by such professionals on behalf of the Company relating to the Offering.

Investor Suitability Requirements (NEEDS WORK)

Investment in the Shares offered by the Company involves significant risks and is suitable only for sophisticated persons of adequate financial means who have substantial financial resources, have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risk of an investment in the Company, have no need for liquidity with respect to this investment and who can bear the economic risk of a complete loss of their investment. This Offering is made in reliance on exemptions from the registration requirements of the Securities Act, and applicable state securities laws or regulations.

The Company will require each Investor to represent in writing, among other things, that (i) by reason of the Investor's business or financial experience, or that of the Investor's professional advisor, the Investor is capable of evaluating the merits and risks of an investment in the Shares and of protecting their own interest in connection with the transaction, (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 Securities Act or any state securities laws and that transfer thereof is restricted by the Securities Act, applicable state securities laws and the Subscription Agreement, and the Investor is aware of the absence of a market for such securities, and (iv) such Investor is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act. An individual qualifies as an accredited investor if such individual:

- a. has an individual net worth, or a joint net worth with that person's spouse, at the time of purchase, in excess of \$1,000,000 (excluding residence); or
- b. had income in excess of \$200,000 in each of the two most recently concluded 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; or
- c. is one of the Company's directors or executive officers.

Other accredited investors include:



APRIL 1, 2017

- a. certain entities in which all of the equity owners are accredited investors;
- b. any trust with total assets in excess of \$5,000,000 not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of the Act;
- c. any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of \$5,000,000;
- d. any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940; and
- e. banks, savings and loan associations, registered broker dealers, insurance companies and other similar entities.

The suitability standards set forth herein and in the Subscription Agreement 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 and tax advisors to determine whether an investment in the Shares is appropriate. The Company may make or cause to be made such further inquiry and obtain such additional information as it deems appropriate with regard to the suitability of prospective investors. It may reject subscriptions, in whole or in part, in its sole judgment.



APRIL 1, 2017

Acceptance

Any subscription for the Shares may be accepted at the sole discretion of the Company. The Company will review the Subscription Agreement for completeness, due execution and Investor suitability. The Company reserves the right to reject any subscription, in whole or in part, and to request additional information from current or prospective investors as it deems appropriate in its sole discretion. Funds received by the Company from any Investor whose subscription is rejected will be returned to such Investor, without deduction therefrom or interest thereon, but no sooner than such funds have cleared the banking system in the normal course of business. The Company has the right to terminate this Offering at any time, for any reason, in its sole discretion, and to reject all subscriptions not accepted before such termination.

Restrictions on Transfer

The Shares offered hereby have not been registered under the Securities Act, or the securities laws of any state, or the securities laws of any jurisdiction. Consequently, Investors may not sell, transfer, offer for sale, pledge, hypothecate or otherwise dispose of any of such securities unless they are subsequently registered under applicable securities laws or unless an exemption from registration is available. Investors must be able to bear the economic risk of the investment for an extended period and be financially capable of withstanding the total loss of their investment.

Restrictions have been placed on the sale or other disposition of Shares. These restrictions include (i) placing a legend on any certificates issued that states that the securities have not been registered under the Securities Act or the securities laws of any state and that securities may not be sold or otherwise transferred without such registration or an opinion of counsel, satisfactory in form and substance to the Company, to the effect that an exemption from registration is available with respect to such sale or transfer; (ii) making appropriate notations in the records of the Company to aid in the prevention of transfers of record without compliance with such restrictions; and (iii) requiring each Investor to represent in the Subscription Agreement that the Investor is purchasing the securities for the Investor's own account for investment and not for resale or distribution and that no sale or other disposition of these securities will be made without registration of these securities under the Securities Act and applicable state securities laws or without receipt by the Company of an opinion of counsel, satisfactory in form and substance to the Company, with respect to the availability of an exemption from such registration. The Investors will not be entitled to registration rights in connection with the issuance of the Shares.

Any violation of the foregoing limitations by the Investor could expose both the Company and the Investor to serious legal and financial consequences. Because of the limitations on transferability, an Investor may be required to hold the Shares and may take a financial loss as a result.

Access to Information



APRIL 1, 2017

Prospective Investors are invited to request additional materials from the Company relating to its operations and any other matters regarding this Memorandum or this Offering of Shares. Persons interested in arranging for a review of any such materials or discussing terms of this Offering may contact the Company, Attention: -----. The Company will make available to prospective Investors the opportunity to ask questions of and receive answers



APRIL 1, 2017

from it or its representatives concerning the terms and conditions of this Offering and to obtain any additional information relevant to evaluating an investment in the Shares or to verify the accuracy of the information set forth herein, to the extent that management possesses such information or can acquire it without unreasonable effort or expense.

NO PROSPECTIVE INVESTOR SHOULD SUBSCRIBE WHO IS NOT SATISFIED THAT EITHER IT (OR ITS INVESTMENT REPRESENTATIVE) HAS ASKED FOR AND RECEIVED ALL INFORMATION NECESSARY TO EVALUATE THE MERITS AND RISKS OF AN INVESTMENT IN THE COMPANY.

Exhibit A

FORM OF SUBSCRIPTION AGREEMENT
and related Investor Questionnaire

JEROME'S DEVELOPMENT CORPORATION

SUBSCRIPTION AGREEMENT FOR THE PURCHASE OF SECURITIES

JEROME'S Development Corporation ("Jerome's" or the "Company"), a Delaware corporation (the "Company"), is offering (this "Offering") for sale a maximum (the "Maximum Offering") of 25,000,000 shares (the "Shares"), of the Company's Series A Preferred Stock, par value \$0.0001 per share ("Series A Preferred Stock"), at a purchase price of \$10.00 per share, on a "best efforts" basis for sale only to persons who (a) qualify as accredited investors as that term is defined under the Securities Act of 1933, as amended (the "Securities Act"), and up to no more than 35 non-accredited investors ("Acceptable Non-Accredited Investors") who satisfy suitability standards acceptable to the Company, and (b) qualify for an exemption under Regulation S under the Securities Act (a "Regulation S Person").

Subscription Procedures

- (a) Subject to the terms and conditions hereinafter set forth, the undersigned hereby subscribes for and agrees to purchase from the Company _____ shares of Series A Preferred Stock and agrees to pay an aggregate of \$ _____ as the subscription amount for the Shares being purchased hereunder (the "Subscription Amount"), and the Company agrees to sell such number of Shares to the undersigned for said purchase price, subject to the Company's right, in its sole discretion to (a) sell to the undersigned such lesser number of Shares as it may, in its sole discretion, deem necessary or desirable without any prior notice to or further consent by the undersigned or (b) reject this subscription, in whole or in part, at any time prior to a Closing



APRIL 1, 2017

(as defined below) with respect to this subscription. The Subscription Amount is payable by ACA or wire transaction as described below, to _____, as escrow agent for Jerome's Inc" or by wire transfer of funds, contemporaneously with the execution and delivery of this Subscription Agreement, as described below. (the "Escrow Agent") shall act as such in accordance with the terms and conditions of an escrow agreement to be entered into between the Company and the Escrow Agent. The shares of Series A Preferred Stock shall be delivered by the Company within five (5) business days following the consummation of the Offering.

(b)

(b) To subscribe, the undersigned must:

- (i) complete and sign this Subscription Agreement;
- (ii) complete and sign the accompanying Confidential Prospective Purchaser Questionnaire (Subscription Agreement, together with the Confidential Prospective Purchaser Questionnaire collectively referred to as the "Subscription Documents");
- (iii) return the completed and signed Subscription Documents to, counsel for the Company, at:
- (v) deliver to as escrow agent for Jerome's Inc" for an amount equal to the Subscription Amount (the aggregate amount of Shares subscribed for in this Offering). The mailing address for any such check is:

Or wire the funds to:

Bank of America or Other Banks

(c) Unless terminated sooner, by the Company, in its sole discretion, the Offering is scheduled to terminate on **December 31, 2014** at 5 p.m., New York time and in the Company's sole discretion without notice may be extended for an additional 180 day period (the "Offering Period").

(d) The Company will hold a Closing and issue the Shares upon the receipt and acceptance of the Subscription Documents and the Subscription Amount from an Investor (each, a "Closing" and the last Closing of the Offering, the "Final Closing"). The Company may hold Investors' subscriptions



APRIL 1, 2017

for acceptance, so as to accept and close on more than one Investor's such subscription in any particular Closing. The date of each such Closing is referred to herein as the Closing Date.

(e) All subscription proceeds will be held in a special account established by the Company with the Escrow Agent, pending the earlier of the following events to occur: (a) the Closing relating to the undersigned's subscription and (b) the termination of this Offering. Upon each Closing, the funds, subject to the payment of the expenses and fees incurred in connection with this Offering, will be immediately available to the Company. An Investor shall not be entitled to a return of its subscription funds unless its subscription for Shares is not accepted or the Offering is terminated for any reason without a Closing. Subscription funds received from an Investor whose subscription for Shares is not accepted (or subscription funds that have been received as of the time the Offering is terminated for any reason without a Closing) will be returned to the Investor, without interest or deduction. On each Closing date, the Escrow Agent may disburse to the Company funds equal to the amount of the subscription monies closed on in the Closing, less any accrued offering expenses then owing (including accrued professional fees) relating thereto, concurrently with the issuance to the Investors in the Closing of certificates for their securities being purchased. The Escrow Agent has such right to deduct from any payments to be made to the Company amounts to be applied to payment of accrued professional fees and other accrued offering expenses incurred by such professionals on behalf of the Company relating to the offering.

Prospective Investors should retain their own professional advisors to review and evaluate the economic, tax and other consequences of an investment in the Company.

THE SHARES OFFERED HEREBY, HAVE NOT BEEN FILED OR REGISTERED WITH OR APPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), NOR HAS THE SEC PASSED UPON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS. NO STATE SECURITIES LAW ADMINISTRATOR HAS PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR THE ADEQUACY OF THE OFFERING MATERIALS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

IT IS INTENDED THAT THE SHARES OFFERED HEREBY WILL BE MADE AVAILABLE TO (A) ACCREDITED INVESTORS, AS DEFINED IN REGULATION D AND RULE 501 PROMULGATED UNDER THE SECURITIES ACT AND UP TO 35 NON-ACCREDITED INVESTORS WHO SATISFY SUITABILITY STANDARDS ACCEPTABLE TO THE COMPANY AND (B) PERSONS WHO QUALIFY FOR AN EXEMPTION UNDER REGULATION S UNDER THE SECURITIES ACT. THE SHARES OFFERED HEREBY ARE BEING OFFERED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS FOR NONPUBLIC OFFERINGS. SUCH EXEMPTIONS LIMIT THE NUMBER AND TYPES OF INVESTORS TO WHICH THE OFFERING WILL BE MADE AND RESTRICT SUBSEQUENT TRANSFERS OF THE INTERESTS.



APRIL 1, 2017

THE SHARES OFFERED HEREBY SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN AFFORD TO SUSTAIN A LOSS OF THEIR ENTIRE INVESTMENT. INVESTORS WILL BE REQUIRED TO REPRESENT THAT THEY ARE FAMILIAR WITH AND UNDERSTAND THE TERMS OF THIS OFFERING.

NO SECURITIES MAY BE RESOLD OR OTHERWISE DISPOSED OF BY AN INVESTOR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, REGISTRATION UNDER THE APPLICABLE FEDERAL OR STATE SECURITIES LAWS IS NOT REQUIRED OR COMPLIANCE IS MADE WITH SUCH REGISTRATION REQUIREMENTS.

THE OFFEREE, BY ACCEPTING DELIVERY OF THE OFFERING MATERIALS, AGREES TO RETURN THE OFFERING MATERIALS AND ALL ACCOMPANYING OR RELATED DOCUMENTS TO THE COMPANY UPON REQUEST IF THE OFFEREE DOES NOT AGREE TO PURCHASE ANY OF THE SHARES OFFERED HEREBY.

ANY OFFERING MATERIALS SUBMITTED IN CONNECTION WITH THE PRIVATE PLACEMENT OF THE SECURITIES DO NOT CONSTITUTE AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED. ANY REPRODUCTION OR DISTRIBUTION OF ANY OFFERING MATERIALS IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF THEIR CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY, IS PROHIBITED. ANY PERSON ACTING CONTRARY TO THE FOREGOING RESTRICTIONS MAY PLACE HIM/HER/ITSELF AND THE COMPANY IN VIOLATION OF FEDERAL OR STATE SECURITIES LAWS.

The undersigned acknowledges that the Securities will not be registered under the Securities Act, or the securities laws of any State, that absent an exemption from registration contained in those laws, the issuance and sale of the Securities would require registration, and that the Company's reliance upon such exemption is based upon the undersigned's representations, warranties and agreements contained in the Offering Materials (as defined below).

1. Subscriber Representations and Warranties. The undersigned represents, warrants and agrees as follows:

(a) Irrevocable. The undersigned agrees that this Subscription Agreement is and shall be irrevocable.

(b) Acknowledgements. The undersigned has carefully read this Subscription Agreement, the Confidential Private Placement Memorandum and the Confidential Prospective Purchaser Questionnaire (collectively the "Offering Materials"), all of which the



APRIL 1, 2017

undersigned acknowledges have been provided to the undersigned. The undersigned has been given the opportunity to ask questions of, and receive answers from the Company concerning the terms and conditions of this Offering and the Offering Materials and to obtain such additional written information, to the extent the Company possesses such information or can acquire it without unreasonable effort or expense, necessary to verify the accuracy of the same as the undersigned desires in order to evaluate the investment. The undersigned further acknowledges that the undersigned fully understands the Offering Materials, and the undersigned has had the opportunity to discuss any questions regarding any of the Offering Materials with the undersigned's counsel or other advisor. Notwithstanding the foregoing, the only information upon which the undersigned has relied is that set forth in the Offering Materials and the undersigned's own independent investigation. The undersigned acknowledges that the undersigned has received no representations or warranties from the Company or its employees, director or agents in making this investment decision, and in entering into this transaction the undersigned is not relying on any information other than that contained in the Offering Materials and the results of independent investigation by the undersigned.

(c) Private Offering. The undersigned acknowledges that the Offering has not been reviewed by the United States Securities and Exchange Commission (the "SEC"), other Federal or state agency or other National Securities Exchange because it is intended to be a nonpublic offering exempt from the registration requirements of the Securities Act and state securities laws. The undersigned understands that the Company is relying in part upon the truth and accuracy of, and the undersigned's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the undersigned set forth herein and in the Confidential Prospective Purchaser Questionnaire in order to determine the availability of such exemptions and the eligibility of the undersigned to acquire the Shares.

(d) Accredited Investor/Acceptable Non-Accredited Investor/Regulation S Investor. The undersigned represents and warrants that it is (1) an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act, (2) an Acceptable non-Accredited Investor, as indicated by its responses to the Confidential Prospective Purchaser Questionnaire, and able to bear the economic risk of any investment in the Shares or (3) a Regulation S Person. The undersigned further represents and warrants that the information furnished in the Confidential Prospective Purchaser Questionnaire is accurate and complete in all material respects. As to any potential Regulation S Person, the undersigned represents and warrants that it is (1) not a U.S. Person as such term is defined in Regulation S (a "Regulation S Person"), but (2) is an "accredited investor" as defined in Regulation D under the Securities Act, or (3) satisfies the following tests: (i) is not acquiring the Shares for the account or benefit of any U.S. Person; (ii) the offer and sale of the Shares has not taken place (and is not taking place) within the United States of America or its territories or possessions; (iii) has not engaged in any hedging transactions with regard to the Securities; (iv) agrees that, pursuant to Regulation S, the Shares may not be sold, assigned, transferred, conveyed, pledged or otherwise disposed of to any U.S. Person or within the United States of America or its territories or possessions for a period of one year from and after the relevant Closing, unless such shares are registered for sale in the United States pursuant to an effective registration



APRIL 1, 2017

statement under the Securities Act or another exemption from such registration is available; (v) acknowledges that the Shares are “restricted securities” within the meaning of Regulation S and Rule 144; (vi) is not a “distributor” (as that term is defined in Regulation S) or dealer of securities; and (vii) consents to the placement of a legend on any certificate evidencing the Shares and understands that the Company must refuse to register any transfer of Shares not made in accordance with applicable U.S. securities laws. The undersigned potential Regulation S Person makes the representations, declarations and warranties as contained in this subsection (d) with the intent that the same shall be relied upon by the Company in determining its suitability as a purchaser of the Shares.

(e) Investment Purposes. The undersigned is purchasing the Securities for its own account, for investment purposes only and not for distribution or resale to others in contravention of the registration requirements of the Securities Act. The undersigned is purchasing the Securities with the intention of holding the Securities, with no present intention of dividing or allowing others to participate in this investment or of reselling or otherwise participating, directly or indirectly, in a distribution of the Securities, and shall not make any sale, transfer or pledge thereof without registration under the Securities Act and any applicable securities laws of any state or unless an exemption from registration is available under those laws.

(f) Experience. The undersigned acknowledges that he, she or it has prior investment experience, including investment in non-listed and non-registered securities and that he, she or it recognizes the highly speculative nature of this investment. The undersigned has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares.

(g) Risk. The undersigned recognizes that the purchase of the Shares involves a high degree of risk in that: (i) an investment in the Company is highly speculative and only investors who can afford the loss of their entire investment should consider investing in the Company and the Shares; (ii) transferability of the Securities is limited; and (iii) the Company may require substantial additional funds to operate its business and there can be no assurance that the Maximum Offering will be completed. If an individual, the undersigned has adequate means of providing for his or her current needs and personal and family contingencies and has no need for liquidity in this investment in the Shares; and the undersigned has no reason to anticipate any material change in his or her personal financial condition for the foreseeable future. The undersigned is financially able to bear the economic risk of this investment, including the ability to hold the Securities indefinitely or to afford a loss of the undersigned’s entire investment in the Shares. The undersigned's overall commitment to this investment is not disproportionate to the undersigned's net worth, and the undersigned's investment in the Shares will not cause such overall commitment to become excessive.

(h) No Intent to Distribute; No Pledges, Etc. The undersigned understands that the statutory basis on which the Shares are being sold to the undersigned and others would not be available if the undersigned's present intention were to hold the Shares for a fixed period or until



APRIL 1, 2017

the occurrence of a certain event. The undersigned realizes that in the view of the SEC, a purchase now with a present intent to resell by reason of a foreseeable specific contingency or any anticipated change in the market value, or in the condition of the Company, or that of the industry in which the business of the Company is engaged or in connection with a contemplated liquidation, or settlement of any loan obtained by the undersigned for the acquisition of the Shares, and for which such Shares may be pledged as security or as donations to religious or charitable institutions for the purpose of securing a deduction on an income tax return, would, in fact, represent a purchase with an intent inconsistent with the undersigned's representations to the Company and the SEC would then regard such sale as a sale for which the exemption from registration is not available. The undersigned will not pledge, transfer or assign this Subscription Agreement.

(i) Control Over Funds. The undersigned represents that the funds provided for this investment are either separate property of the undersigned, community property over which the undersigned has the right of control, or are otherwise funds as to which the undersigned has the sole right of management.

(j) No Fairness Determination. The undersigned understands that no federal or state agency has made any finding or determination regarding the fairness of this Offering of the Shares for investment, or any recommendation or endorsement of this Offering of the Shares.

(k) Address. The address shown under the undersigned's signature at the end of this Subscription Agreement is the undersigned's principal residence if he or she is an individual, or its principal business address if a corporation or other entity.

(l) Legend. The undersigned acknowledges that the certificates for the Securities that the undersigned will receive will contain a legend substantially as follows:

“THE SECURITIES THAT ARE REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNTIL A REGISTRATION STATEMENT WITH RESPECT THERETO IS DECLARED EFFECTIVE UNDER SUCH ACT, OR THE COMPANY RECEIVES AN OPINION OF COUNSEL FOR THE COMPANY THAT AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT IS AVAILABLE.”

The legend set forth above shall be removed and the Company shall issue a certificate without such legend to the holder of the Securities upon which it is stamped, if (i) such Securities are being sold pursuant to a registration statement under the Securities Act, (ii) such holder delivers to the Company an opinion of counsel, in a reasonably acceptable form, to the Company that a disposition of the Securities is being made pursuant to an exemption from such registration, or (iii) such holder provides



APRIL 1, 2017

the Company with reasonable assurance that a disposition of the Securities may be made pursuant to Rule 144 promulgated under the Securities Act without any restriction as to the number of securities acquired as of a particular date that can then be immediately sold.

The undersigned further acknowledges that (i) if the Company's Securities become publicly traded, any necessary stop transfer orders will be placed upon the Company's Securities, as applicable, in accordance with the Securities Act, and (ii) the Company is under no obligation to aid the undersigned in obtaining any exemption from the registration requirements.

(n) Tax. The undersigned acknowledges that the Offering may involve tax consequences and that the contents of the Offering Materials do not contain tax advice or information. The undersigned acknowledges that he, she or it must retain his own professional advisors to evaluate the tax and other consequences of an investment in the Shares.

(q) No Public Market; Transfers. The undersigned acknowledges that there is no public market for any of the Company's securities. The undersigned understands and hereby acknowledges that the Company is under no obligation to register the Securities under the Securities Act. The undersigned consents that the Company may, if it desires, permit the transfer of the Securities out of the undersigned's name only when the undersigned's request for transfer is accompanied by an opinion of counsel reasonably satisfactory to the Company that neither the sale nor the proposed transfer results in a violation of the Securities Act or any applicable state "blue sky" laws.

(r) No General Solicitation. The undersigned represents that the undersigned was not induced to invest by any form of general solicitation or general advertising including, but not limited to, the following: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over the news or radio; and (2) any seminar or meeting whose attendees were invited by any general solicitation or advertising.

(s) Execution. If the undersigned is a corporation, limited liability company, partnership, trust or other entity: (1) the undersigned is authorized and otherwise duly qualified to purchase and hold the Shares; and (2) this Subscription Agreement has been duly and validly authorized, executed and delivered and constitutes the legal, binding and enforceable obligation of the undersigned. If the undersigned is an individual, this Subscription Agreement has been duly and validly executed and delivered and constitutes the legal, binding and enforceable obligation of the undersigned.

(t) Foreign Subscribers. If the undersigned is not a United States person, the undersigned hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Subscription Agreement, including: (1) the legal requirements within its jurisdiction for the purchase



APRIL 1, 2017

of the Shares; (2) any foreign exchange restrictions applicable to such purchase; (3) any governmental or other consents that may need to be obtained; and (4) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Shares. The undersigned's subscription and payment for, and its continued beneficial ownership of the Shares, will not violate any applicable securities or other laws of the undersigned's jurisdiction.

(u) FINRA Members. The undersigned acknowledges that if it is a Registered Representative of the Financial Industry Regulatory Authority ("FINRA") member firm, the undersigned must give such firm notice required by the FINRA's Rules of Fair Practice, and Rule 3050 receipt of which must be acknowledged by such firm on the signature page hereof.

(v) Legal Counsel. The undersigned acknowledges that: (1) it has read this Subscription Agreement; (2) it understands that the Company has been represented in the preparation, negotiation and execution of this Subscription Agreement by company counsel, and that such counsel has not represented and is not representing the undersigned; (3) it has either been represented in the preparation, negotiation and execution of this Subscription Agreement by legal counsel of its own choice, or has chosen to forego such representation by legal counsel after being advised to seek such legal representation; and (4) it understands the terms and consequences of this Subscription Agreement and is fully aware of its legal and binding effect.

(w) **FOR CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS, TRUSTS OR OTHER ENTITIES ONLY:** If the undersigned is a corporation, limited liability company, partnership, trust or other entity, (1) the undersigned has enclosed with this Subscription Agreement appropriate evidence of the authority of the individual executing this Subscription Agreement to act on its behalf (e.g., if a corporation or limited liability company, a certified corporate resolution authorizing the signature and a certified copy of the certificate of incorporation or formation; if a partnership, a certified copy of the partnership agreement; or if a trust, a certified copy of the trust agreement), (2) the undersigned represents and warrants that it was not organized or reorganized for the specific purpose of acquiring the Shares, (3) the undersigned has the full power and authority to execute this Subscription Agreement on behalf of such entity and to make the representations and warranties made herein on its behalf, and (4) this investment in the Company has been affirmatively authorized, if required, by the governing board of such entity and is not prohibited by the governing documents of the entity.

2. Reliance. The undersigned expressly acknowledges and agrees that the Company is relying upon the undersigned's representations contained in the Offering Materials.

3. Indemnification. The undersigned acknowledges that the undersigned understands the meaning and legal consequences of the representations and warranties which are contained herein and hereby agrees to indemnify, save and hold harmless the Company and its officers, directors and counsel, from and against any and all claims or actions arising out of a breach of any representation, warranty or acknowledgment of the undersigned contained in any of the Offering Materials. Such



APRIL 1, 2017

indemnification shall be deemed to include not only the specific liabilities or obligations with respect to which such indemnity is provided, but also all reasonable costs, expenses, counsel fees and expenses of settlement relating thereto, whether or not any such liability or obligation shall have been reduced to judgment. In addition, the undersigned's representations, warranties and indemnification contained herein shall survive the undersigned's purchase of the Shares hereunder. The undersigned specifically acknowledges that he, she or it has reviewed the risks set forth in the Offering Materials, as well as the financial statements included therein.

4. Company Representations and Warranties. The Company represents that it has been duly and validly incorporated on March, 2017 and is validly existing and in good standing as a corporation under the laws of the State of Delaware. The Company represents that it has all requisite power and authority, and all necessary authorizations, approvals and orders required as of the date hereof to own its properties and conduct its business and to enter into this Subscription Agreement and the other Offering Materials and to be bound by the provisions and conditions hereof or therein. The Company further represents that the shares offered hereby are being offered pursuant to an exemption from the registration requirements of the Securities Act and applicable state securities laws for nonpublic offerings.

5. Miscellaneous.

a. No Waivers. Except as otherwise specifically provided for hereunder, no party shall be deemed to have waived any of his, her or its rights hereunder or under any other agreement, instrument or papers signed by any of them with respect to the subject matter hereof unless such waiver is in writing and signed by the party waiving said right. Except as otherwise specifically provided for hereunder, no delay or omission by any party in exercising any right with respect to the subject matter hereof shall operate as a waiver of such right or of any such other right. A waiver on any one occasion with respect to the subject matter hereof shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion. All rights and remedies with respect to the subject matter hereof, whether evidenced hereby or by any other agreement, instrument or paper, will be cumulative, and may be exercised separately or concurrently.

b. Entire Agreement. This Subscription Agreement, together with any instruments executed simultaneously herewith, constitutes the entire agreement between them with respect to the subject matter hereof. All understandings and agreements heretofore existing between the parties with respect to the subject matter hereof are merged in this Subscription Agreement and any such instrument, which alone fully and completely express their agreement.

c. Limitation and Survival of Representations. The parties have not made any representations or warranties with respect to the subject matter hereof not set forth herein. The representations and warranties of the undersigned contained herein shall survive the Final Closing for a period of two years.



APRIL 1, 2017

d. Amendments. This Subscription Agreement may not be changed, modified, extended, terminated or discharged orally, but only by an agreement in writing, which is signed by all of the parties to this Subscription Agreement.

e. Further Assurances. Each party hereto shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, and to take any and all such further actions, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Subscription Agreement and the consummation of the transactions contemplated hereby.

f. Severability. If any provision or any portion of any provision of this Subscription Agreement or the application of any such provision or any portion thereof to any person or circumstance, shall be held invalid or unenforceable, the remaining portion of such provision and the remaining portion of such provision as is held invalid or unenforceable to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

g. Governing Law, Jurisdiction, Waiver of Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Subscription Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the state and Federal courts sitting in the Southern District of New York, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Subscription Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS SUBSCRIPTION AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

h. No Third Party Beneficiaries. This Subscription Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.



APRIL 1, 2017

i. Language, Rules of Construction. The language used in this Subscription Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

j. Confidentiality. The undersigned acknowledges that the information contained in the Offering Documents is of a confidential nature and that the undersigned shall treat it in a confidential manner, and that it will not, directly or indirectly, disclose or permit, if applicable, its affiliates or representatives to disclose any of such information to any other person or e-mail or reproduce any of the Offering Materials, or to make accessible to anyone, the confidential information concerning or relating to the business or financial affairs of the Company contained in the Offering Materials to which it has become privy by reason of this Subscription Agreement until such information has been publicly disclosed by the Company, in whole or in part without the prior written consent of the Company, provided, however, that such confidential information shall not include any information already available to or in the possession of the undersigned prior to the date of its disclosure to the undersigned by the Company, any information generally available to the public, or any information which becomes available to the undersigned on a non-confidential basis from a third party who is not bound by a confidentiality obligation to the Company; and provided further, that such confidential information may be disclosed (1) to the undersigned's partners, employees, agents, advisors and representatives in connection with its subscription hereunder, who shall be informed of the confidential nature of the information and that such information is subject to a confidentiality agreement; (2) to any person with the written consent of the Company; or (3) if, upon the advice of counsel, the undersigned is compelled to disclose such information, provided that the Company is advised of such proposed disclosure as soon as practicable following the request for such disclosure. The undersigned further acknowledges that its confidentiality and other obligations shall apply to any confidential information relating to the Company or the Securities that is provided to the undersigned subsequent to the delivery of the Offering Materials.

k. Counterparts. This Subscription Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile signature.

APRIL 1, 2017



ALL SUBSCRIBERS MUST COMPLETE A COPY OF THIS PAGE

(Print Name of Subscriber)

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement on this ____ day of _____, 20__.

Share Subscription Amount \$_____

1. Individual
2. Joint Tenants with Right of Survivorship
3. Community Property
4. Tenants in Common
5. Corporation/Limited Liability Company/Partnership
6. IRA of _____
7. Trust

Date Opened _____



APRIL 1, 2017

8. As A Custodian For _____

Under the Uniform Transfer to Minors Act of the

State of _____

9. Married with Separate Property

10. Keogh of _____

***If Subscriber is a Registered Representative with a FINRA member firm, have the following acknowledgment signed by the appropriate party:**

The undersigned FINRA member firm acknowledges receipt of the notice required by Rule 3040 of the NASD Conduct Rules.

Name of FINRA Member

By: _____
Authorized Officer Accepted



APRIL 1, 2017

EXECUTION BY SUBSCRIBER WHO IS A NATURAL PERSON*

Exact Name in Which Title is to be Held

(Signature)

Name (Please Print)

Address: Number and Street

City State Zip Code

Telephone E-Mail

Social Security Number

***In order to comply with the USA PATRIOT ACT, each subscriber who is a natural person must provide a copy of his or her driver's license (with photo) or passport (with photo) with this signed Agreement.**

Accepted this ___ day of _____, 20___, on behalf of **JEROME'S DEVELOPMENT CORPORATION**

By: _____
Name:
Title:



APRIL 1, 2017

EXECUTION BY SUBSCRIBER WHO IS A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP, TRUST, ETC.*

Exact Name in Which Title is to be Held

(Signature)

Name (Please Print)

Title of Person Executing Agreement

Address: Number and Street

City State Zip Code

Telephone E-Mail

Tax Identification Number

***In order to comply with the USA PATRIOT ACT, each subscriber that is a corporation, limited liability, partnership, trust, etc. must provide a certified copy of the entity's governing document (such as its certificate of incorporation or formation, partnership agreement or agreement of trust, as applicable) and incumbency certificate with this signed Agreement.**

Accepted this ___ day of _____, 20__ on behalf of **JEROME'S DEVELOPMENT CORPORATION**

By: _____

Name:

Title:



APRIL 1, 2017

JANE'S HOLDING CORPORATION
CONFIDENTIAL PROSPECTIVE PURCHASER QUESTIONNAIRE
(all information will be treated confidentially)

To: Jerome's Inc

This Confidential Prospective Purchaser Questionnaire ("Questionnaire") must be completed by each potential Investor in connection with the offer and sale of the Shares (the "Securities"), of Jerome's Inc (the "Company"). The Securities are being offered and sold by the Company without registration under the Securities Act of 1933, as amended (the "Securities Act"), and the securities laws of certain states, in reliance on the exemptions contained in Section 4 of the Securities Act and on Regulation D promulgated thereunder and in reliance on similar exemptions under applicable state laws. The Company must determine that a potential investor meets certain suitability requirements before offering or selling the Securities to such investor. The purpose of this Questionnaire is to assure the Company that each investor will meet the applicable suitability requirements. The information supplied by you will be used in determining whether you meet such criteria, and reliance upon the private offering exemption from registration is based in part on the information herein supplied.

This Questionnaire does not constitute an offer to sell or a solicitation of an offer to buy any security. Your answers will be kept strictly confidential. However, by signing this Questionnaire you will be authorizing the Company to provide a completed copy of this Questionnaire to such parties as the Company deems appropriate in order to ensure that the offer and sale of the Securities will not result in a violation of the Securities Act or the securities laws of any state and that you otherwise satisfy the suitability standards applicable to purchasers of the Securities. All potential Investors must answer all applicable questions and complete, date and sign this Questionnaire. Please print or type your responses and attach additional sheets of paper if necessary to complete your answers to any item.

A. Background Information

Name: _____

Business Address: _____

(Number and Street)



APRIL 1, 2017

 (City) (State) (Zip Code)
 Telephone Number: () _____
 Residence Address: _____
 (Number and Street)

 (City) (State) (Zip Code)
 Telephone Number: () _____
 If an individual:
 Age: _____ Citizenship: _____ Where registered to vote: _____
 If a corporation, limited liability company, partnership, trust or other entity:
 Type of entity: _____
 State of formation: _____ Date of formation: _____
 Social Security or Taxpayer Identification No. _____

Send all correspondence to (check one): _____ Residence Address _____ Business Address

B. Status as Accredited Investor or Acceptable Non-Accredited Investor

The undersigned is an “Accredited Investor” as such term is defined in Regulation D under the Securities Act or is an “Acceptable Non-Accredited Investor,” or an acceptable “Regulation S Person”, as at the time of the sale of the Securities the undersigned falls within one or more of the following categories (Please initial one or more, as applicable):

_____ (1) a bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; an insurance company as defined in Section 2(13) of the Securities Act; an 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; a 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; a 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; an 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 the investment decisions made solely by persons that are Accredited Investors (as defined below);



APRIL 1, 2017

_____ (2) a private business development company as defined in Section 202(a)(22) of the Investment Adviser Act of 1940;

_____ (3) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, 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;

_____ (4) a natural person whose individual net worth³, or joint net worth with that person's spouse, at the time of such person's purchase of the Securities exceeds \$1,000,000;

_____ (5) a 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;

_____ (6) a 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) of Regulation D;

_____ (7) an entity in which all of the equity owners are accredited investors; and

_____ (8) a natural person who can bear the economic risk of losing its entire investment in the Company; its overall commitment to investments that are not readily marketable is not disproportionate to its net worth, and its investment in the Securities will not cause such overall commitment to become excessive; the value of its investment does not exceed --% of its net worth; it has adequate means of providing for its current needs and personal contingencies and has no need for liquidity in its investment; it has such knowledge and experience in financial, business and tax matters that it is capable of evaluating the merits of the prospective investment in the Company and making an investment decision with respect to the Company; and it has had substantial experience in previous private and public purchases of speculative securities.

_____ (9) not a U.S. Person (as such term is defined in Regulation S) but either falls within one of the categories in (1) through (7) above or satisfies the following tests: (a) is not acquiring the Shares for the account or benefit of any U.S. Person; (b) the offer and sale of the Shares has not taken place (and is not taking place) within the United States of America or its territories or

³As used in this Questionnaire, the term "net worth" means the excess of total assets over total liabilities. In computing net worth for the purpose of subsection (4), the principal residence of the investor should not be included. In determining income, the investor should add to the investor's adjusted gross income any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depreciation, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.



APRIL 1, 2017

possessions; (c) has not engaged in any hedging transactions with regard to the Securities; (d) agrees that, pursuant to Regulation S, the Shares may not be sold, assigned, transferred, conveyed, pledged or otherwise disposed of to any U.S. Person or within the United States of America or its territories or possessions for a period of one year from and after the relevant Closing, unless such shares are registered for sale in the United States pursuant to an effective registration statement under the Securities Act or another exemption from such registration is available; (e) acknowledges that the Shares are “restricted securities” within the meaning of Regulation S and Rule 144; (f) is not a “distributor” (as that term is defined in Regulation S) or dealer of securities; and (g) consents to the placement of a legend on any certificate evidencing the Shares and understands that the Company must refuse to register any transfer of Shares not made in accordance with applicable U.S. securities laws.

C. FINRA Membership

The undersigned is a Registered Representative of a FINRA member firm (Please initial as applicable):

_____ YES

_____ NO



APRIL 1, 2017

D. Representations

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

1. Any purchase of the Securities would be solely for the account of the undersigned and not for the account of any other person or with a view to any resale, fractionalization, division, or distribution thereof.

2. The information contained herein is complete and accurate and may be relied upon by the Company and the undersigned will notify the Company immediately of any material change in any of such information occurring prior to the closing, if any, with respect to the purchase of Securities by the undersigned or any co-purchaser.

IN WITNESS WHEREOF, the undersigned has executed this Questionnaire this _____ day of _____, 20__, and declares under oath that it is truthful and correct.

[Name of Investor]

By: _____

Signature

Title: _____

(required for any purchaser that is a corporation, limited liability company, partnership, trust or other entity)



APRIL 1, 2017

FINANCIAL PROJECTIONS

APRIL 1, 2017





APRIL 1, 2017

FINANCIAL SECTION