OFFERING MEMORANDUM

Revelation Cellars Inc.

Date:	**August 31, 2016**
The Issuer	
Name:	**REVELATION CELLARS INC.** (the "**Company**")
Head Office:	Address: Suite 800 – 1040 West Georgia Street Vancouver, B.C. V6E 4H1
	Telephone: (604) 499-8900
	Email info@revcellars.com
Currently listed or quoted?	**These securities do not trade on any exchange or market.**
Reporting Issuer?	No
SEDAR filer?	No
THE OFFERING	
Securities Offered:	Up to 1,200,000 Common Shares (the "**Offering**").
Price per share:	$.25 per Common Share ($300,000)
Minimum/Maximum Offering:	**There is no minimum offering. You may be the only purchaser. Funds available under the Offering may not be sufficient to accomplish our proposed objectives.**
Minimum Subscription Amount:	The minimum subscription amount from each investor is $1,000.00
Payment Terms:	Bank draft or certified cheque from a personal or RRSP/RRIF/LIP account payable to Revelation Cellars Inc.
Proposed Closing date:	From time to time and on or before December 31, 2016.
Income Tax Consequences:	There are important tax consequences to these securities. See Item 6.
Selling Agent:	The Company has not engaged a registered dealer, financial advisor or sales person to assist in the sale of this Offering but reserves the right to do so. See Item 7
Resale Restrictions:	**The Company is not a reporting issuer in any jurisdiction and the Common Shares are not listed on any public market at this time. You will be restricted from selling your Common Shares for an indefinite period of time. See Item 10**
Purchaser's Rights:	**You have 2 business days to cancel your agreement to purchase these Securities. If there is a misrepresentation in this Offering Memorandum, you have the right to either sue for damages or to cancel the Agreement. See item 11.**

NO SECURITIES REGULATORY AUTHORITY OR REGULATOR HAS ASSESSED THE MERITS OF THESE SECURITIES OR REVIEWED THIS OFFERING MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS AN OFFENCE. THIS IS A RISKY INVESTMENT. SEE ITEM 8.

Rights of the Company:	The Company reserves the right to accept, reject/return and/or pro-rate any Subscription pursuant to this Offering in its sole discretion. There is no minimum offering and the Company reserves the right to close in respect of individual Subscriptions at any time, as well as the right to terminate the Offering at any time. The Company will hold your subscription funds in trust until midnight on the second business day after the day on which we receive the subscription agreement.

This Offering Memorandum constitutes an offering of securities only in those jurisdictions and to those persons where and to whom they may be lawfully offered for sale. This Offering Memorandum is not, and under no circumstances is to be construed as, a prospectus or advertisement or a public offering of these securities.

This Offering Memorandum is for the confidential use of only those persons to whom it is transmitted in connection with this Offering. By their acceptance of this Offering Memorandum, recipients agree that they will not transmit, reproduce or make available to anyone, other than their professional advisors, this Offering Memorandum or any information contained herein. No person has been authorized to give any information or to make any representation not contained in this Offering Memorandum. Any such information or representation which is given or received must not be relied upon.

Equity Capital Program Summary

The Equity Capital Program is the operating name for the programs operating under the *Small Business Venture Capital Act* of British Columbia ("**SBVC Act**"). The SBVC Act permits a small business in British Columbia ("B.C.") to register as an Eligible Business Company ("**EBC**"). An EBC may receive investments under the Equity Capital Program directly from investors. The Company was issued a Letter of Registration as an EBC on December 3, 2015 for an amount of $2,500,000 for a term expiring February 29, 2017. The Company intends to apply for an additional $2,500,000 as soon as the first $2,500,000 has been subscribed for a total of $5,000,000. The Company must meet the following requirements to qualify as an EBC: (i) not more than 100 employees, (ii) 75% of wages are paid to employees who regularly report to work in B.C., (iii) 80% of its assets must be located in B.C. and more than 50% of its assets and expenses applied to its operations in B.C. and (iv) the Company must maintain a permanent establishment in British Columbia.

As a result, provided that the Company complies with the requirements and intent of the SBVC Act, the Company is entitled to apply on behalf of Purchasers of this offering who are resident in British Columbia for tax credit certificates entitling the Purchasers to a tax credit equal to 30% of the amount invested by the Purchasers. The issuance of tax credit certificates is contingent on available room in the province's budget for the tax credit imposed by the SBVC Act. If a tax credit certificate is issued to the Subscriber, it will entitle the Subscriber to a credit against the Subscriber's provincial income tax payable to the Province of British Columbia for the taxation year. As a condition of receiving the tax credit, the Subscriber will be required to own the purchased securities for 5 years. See Item 6 "Income Tax Consequences and RRSP Eligibility" and Item 8 "Risk Factors".

Subscribers who require further information on the provisions of the SBVC Act and the *Small Business Venture Capital Regulation* made under the SBVC Act ("**SBVC Regulations**") are advised to consult their own professional advisors or contact the Investment Capital Branch of the Province of B.C.

Provincial Government Disclaimers:

In registering the Company under the SBVC Act, the Province of British Columbia makes no representations with respect to any tax considerations discussed in this document other than with respect to those dealing with the British Columbia tax credit available in respect of the purchase of securities of the Company.

The Province of British Columbia in no way guarantees the value of any shares issued by an EBC registered under the SBVC Act nor does it in any way express an opinion as to the financial condition of the issuing company or the merits of an investment in shares of the issuing company. This Offering Memorandum has not been reviewed by the Equity Capital Program staff.

Notice Regarding Forward-Looking Statements

Certain statements in this Offering Memorandum are forward-looking statements, which reflect our management's expectations regarding our future growth, results of operations, performance and business prospects and opportunities. Forward-looking statements consist of statements that are not purely historical, including any statements regarding beliefs, plans, expectations or intentions regarding the future. Such statements are subject to risks and uncertainties that may cause actual results, performance or developments to differ materially from those contained in the statements. No assurance can be given that any of the events anticipated by the forward-looking statements will occur or, if they do occur, what benefits the Company will obtain from them. These forward -looking statements reflect management's current views and are based on certain assumptions and speak only at the date of this Offering Memorandum. These assumptions, which include management's current expectations, estimates and assumptions about our proposed operations, long term objectives, use of proceeds, proposed facility, acquisition targets, the economic environment, the market price and demand for wine and our ability to manage our proposed and future projects and operating costs, may prove to be incorrect. A number of risks and uncertainties could cause our actual results to differ materially from those expressed or implied by the forward-looking statements, including: (1) inability to raise the required financing to carry out the Company's business objectives; (2) the uncertainty of government regulation and politics in British Columbia regarding the sale of wine; (3) unforeseen construction and development costs with respect to finding a location and building a new facility; (4) a possible yearly variation in the quality of wines produced; (5) delays in the start of the proposed operating facility; (6) inability to locate sites to permit and build additional wineries; (7) inability to obtain the necessary permits and consents necessary to carry on the business such as the required liquor licenses; (8) potential negative financial impact from regulatory investigations, claims, lawsuits and other legal proceedings and challenges; (9) adverse public opinion regarding the consumption of alcoholic beverages; and (10) other factors beyond our control.

There is a significant risk that such forward-looking statements will not prove to be accurate. Subscribers are cautioned not to place undue reliance on these forward-looking statements. No forward-looking statement is a guarantee of future results. Except as required by law, we disclaim any intention or obligation to update or revise any forward-looking statements, whether, as a result of new information, future events or otherwise.

Additional information about these and other assumptions, risks and uncertainties are set out in Item 8 "Risk Factors".

This Offering Memorandum includes FOFI, or future -oriented financial information or forward-looking information, about prospective financial performance, financial position or cash flows based on assumptions about future economic conditions and corporate activities. The FOFI contained herein is based upon assumptions that the Company believes are reasonable, as determined and approved by management of the Company, as of the date of this Offering Memorandum and are based upon the accounting policies the Company expects to use to prepare its financial statements for the period covered by the FOFI. The purpose of providing the FOFI is to give additional information as to where proceeds may be allocated if the revenues as stated are realized and, due to the risks that the FOFI may not result in the projections stated, the Company cautions readers that the information may not be appropriate for other purposes.

Future oriented financial information includes the disclosures in sections 1.2, 2.4, 2.5 and 4.4 regarding cash employment, investment time-lines and financial projections for 5 years.

GLOSSARY OF TERMS

"Agency Agreement"	means agency agreements, if, and or when engaged, between the Company and prospective Exempt Market Dealers that may be used for distribution. See Item 7
"Asset Purchase Agreement"	means the asset purchase agreement dated August 2, 2016 between the Company, and Pacific Breeze Winery Ltd. Regarding the acquisition of certain equipment, grapes, glass and fermenting juice, brands, wine club and certain customers.
"BC Tax Act"	means the *Income Tax Act* (British Columbia), as amended.
"**Board**"	means the board of directors of the Company.
"Business Day"	means a day on which Canadian chartered banks in Vancouver, British Columbia are open for the transactions of regular business.
"Closing"	means one or more closing(s) of the purchase and sale of the Offered Securities.
"Closing Date"	means the date on which a Closing of the purchase and sale of the Offered Securities takes place, or such other date or dates designated by the Company, which shall be on or prior to December 31, 2016, unless extended by the Company in its sole discretion.
"Common Shares"	means common shares in the capital of the Company.
"Company"	means Revelation Cellars Inc.
"**Directors**"	means the directors of the Company.
"EBC"	means an "Eligible Business Company" under the SBVC Act.
"Indebtedness"	means the balance of the Purchase Price to be paid to Pacific Breeze Winery in the "Asset Purchase Agreement" which is unpaid and secured by the Promissory Note.
"NI31-103"	means National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations.
"NI45-106"	means National Instrument 45-106 Prospectus and Registration Exemptions.
"Offering"	means the private placement offering of up to an aggregate amount of 1,200,000 Common Shares
"Offering Jurisdictions"	means the Province of British Columbia and as prescribed by NI45-106.
"Offering Memorandum"	means this offering memorandum of the Company dated as at the front page as amended and supplemented from time to time.

"Offered Securities" means the 1,200,000 Common Shares offered under this Offering.

"Operating & Management Services Agreement" means the Operating agreement signed by Revelation Cellars Inc. and Pacific Breeze Winery Ltd. on August 2, 2016 whereby the Company will operate the Pacific Breeze Winery located on Stewardson Way in New Westminster.

"**Pacific Breeze**" means Pacific Breeze Winery Ltd. a B.C. private Company and a brand of wines represented by the Company.

"Person" means an individual, a firm, a company, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency political subdivision thereof and every other form of legal or business entity of whatsoever nature or kind.

"Preferred Shares" means a class of preferred shares intended to be authorized to be issued by the Company at a future time as part of its business plan.

"Purchased Securities" means the Offered Securities purchased by the Subscriber, as set out on the front page of the Subscription Agreement.

"**Purchaser" or Subscriber**" means a person who subscribes for and purchases the Offered Securities.

"Revelation Cellars Inc." means Revelation Cellars Inc., the Offeror of the Offered Securities, a private British Columbia Company.

"RRIF" means a registered retirement income fund.

"RRSP" means registered retirement savings plan.

"SBVC Act" means the Small Business Venture Act (British Columbia).

"Securities Laws" means the securities legislation and regulations of the Offering Jurisdictions, and the instruments, policies, rules, orders, codes, notices and interpretation notes of the applicable securities regulatory authority or applicable securities regulatory authorities related thereto.

"Subscription Agreement" means the agreement between the Subscriber and the Company for the purchase of the Offered Securities.

"Subscription Amount" means those funds received by the Company with respect to the Purchased Securities subscribed for under the Subscription Agreement.

"Subscription Price" means the purchase price of $.25 per Common Share of this Offering.

"Tax Act" means the Income Tax Act (Canada), as amended, re-enacted or replaced from time to time and includes the Regulations made thereunder.

"**TFSA**" means a tax free savings account.

"Transaction" means the contacts by the Company with Pacific Breeze Winery Ltd.

"VCC" means a Venture Capital Company under the SBVC Act.

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ITEM 1.1 USE OF AVAILABLE FUNDS

1. Funds

		Assume no sales ($)	Assume Total Sale of Offering ($)
A	Amount to be raised by this Offering	Nil	$300,000 (1)
B	Selling commissions and fees	Nil	$30,000 (2(4)
C	Estimated balance of Offering cost (e.g. legal, accounting, audit) Marketing expenses up to 5% of Offering total	25,000 Nil	10,000 $15,000 () (4
D	Available funds: A-(B+C)	Nil	$245,000
E	Additional sources of funding required	Nil	Nil
F	Working capital deficiency	($25,000)	Nil
G	Total: G= (D+E) F	Nil	$245,000

(1) The within offering is a first round offering by which the Company intends to launch phase 1 of its development. Through this offering the Company will raise a maximum of $300,000 by the sale of the offered 1,200,000 Common Shares at $.25 per share. The Company intends to raise an additional $4,700,000 in subsequent offerings.

(2) The Company will pay up to a 10% commission or finders fee to Exempt Market Dealers or otherwise qualified persons that result in the sale of the Common Shares of this Offering.

(3) The Company anticipates incurring marketing expenses of an amount of approximately 5% of the maximum amount of the Offering sought.

(4) The Company believes that the combined selling commissions and fees and the marketing costs will not exceed 15% of the Offering as budgeted.

(5) As of June 31, 2016 there in no working capital deficiency.

(6) The Company will have to raise additional funds by debt or equity. See Item 8 "*Risk Factors*".

1.2 Source and Use of Funds - First 12 Months

	Source of Funds	
1	Equity	$5,000,000
2	Wine Sales - Pacific Breeze	$2,818,698
3	Wine Sales - Revelation	$505,440
4	Wine Sales - Urban Winery	$0
5	Wine Sales - Bin 888 (working title)	$975,000
6	Misc. Revenue: Special events, grape sales, etc.	$75,000
	TOTAL SOURCE OF FUNDS	**$9,374,138**
	USE OF FUNDS	
1	COGS - Grapes	$741,000
2	COGS - Bottled Bulk Wine	$76,520
3	COGS - Pacific Breeze	$307,560
4	COGS - Revelation Cellars	$644,400
5	COGS - Bin 888	$63,000
6	COGS - Urban Winery	$257,040
7	Equipment	$730,000
8	Discount -Wine Club Members	$199,448
9	Discount - Wholesale	$703,371
10	Shipping and Distribution	$27,475
11	G&A, Marketing and Sales	$1,367,950
12	Urban Winery - Capex	$750,000
13	Preferred Return to Equity Investors	$165,000
14	Equity Fees and Marketing Costs	$750,000
	TOTAL USE OF FUNDS	$6,782,764
	ENDING CASH BALANCE	$2,591,374

The proceeds of this Offering will not be sufficient to accomplish the Company's near term business objectives and, as a result, the Company will require additional working capital. There will be two major sources of this working capital, namely: (a) revenue from operations, and, (b) the sale of additional Common and Preferred shares.

The Company entered into two agreements with Pacific Breeze dated August 2, 2016 being an Asset Purchase Agreement and an Operating & Management Agreement. In accordance with the terms of the Asset Purchase Agreement the Company is required to apply not less than 25% of equity receipts to the agreement to purchase wine making equipment and input items (grapes, barrels, fermenting equipment, etc) in an aggregate amount of $1,964,759. The purchase will close once the bank debt of Pacific Breeze is retired or assumed by the Company. Total Pacific Breeze bank debt is $532,608 to which the Company must pay not less than $10,000 per month commencing September 30, 2016. Pursuant to the Operating & Management Agreement the Company will run its own business and the business of Pacific Breeze and the Company will be responsible for operating costs of both companies. The Company and Pacific Breeze will operate their businesses in the Pacific Breeze facility with the Company having control over all business aspects including allocation of costs and use of equipment. As an element of the Operating & Management Agreement Pacific Breeze director, Maurice Hamilton will be appointed to the Company board.

In addition to raising the funds set out above, the Company may offer additional equity securities such as Common Shares or Preferred Shares from time to time on terms determined by the Board in its sole discretion.

1.3 Reallocation

The Company intends to spend the available funds as stated. We will reallocate funds only for sound business reasons.

ITEM 2 BUSINESS OF THE COMPANY

2.1 Structure

The Company was incorporated under the *Business Corporations Act* (British Columbia) on July 10, 2015 under the name “Epiphany Vintners Corp.” The company changed its name on November 22, 2015 to Revelation Cellars Inc.. The Company is a British Columbia private company.

2.2 Our Business

2.2.1 Introduction

The Company was incorporated in July 2015 to produce top quality wines. The Company has entered into an arrangement to purchase equipment and to begin manufacturing subject to the acquisition of the license of an operating winery, Pacific Breeze or acquisition of its own license. The Company entered into two agreements with Pacific Breeze dated August 2, 2016 being an Asset Purchase Agreement and an Operating & Management Agreement (the “Pacific Breeze Contracts”). In accordance with the terms of the Asset Purchase Agreement the Company is required to apply not less than 25% of equity receipts to the agreement to purchase wine making equipment and input items (grapes, barrels, fermenting equipment, etc) in an amount of $1,964,759. The purchase will close once the bank debt of Pacific Breeze is retired or assumed by the Company. Total Pacific Breeze bank debt is $532,608 to which the Company must pay not less than $10,000 per month commencing September 30, 2016. On closing the Company will pay the residual by a promissory note due July 1, 2018 (estimated at $1,432,151). Pursuant to the Operating & Management Agreement the Company will run its own business and the business of Pacific Breeze and the Company will be responsible for operating costs of both companies, as to the costs of Pacific Breeze such will commence September 30, 2016. The Company and Pacific Breeze will operate their businesses in the Pacific Breeze facility with the Company having control over all business aspects, including allocation of costs and use of equipment, until the above referenced promissory note is paid. As an element of the Operating & Management Agreement Pacific Breeze director, Maurice Hamilton will be appointed to the Company board. The Company will be paid a fee of 5% of Pacific Breeze gross sales and after payment of Pacific Breeze bank debt plus shareholder loans and dividends of an aggregate of $1,600,000 the Company shall receive all revenue and assets of Pacific Breeze. The Company has an option to acquire the wine license of Pacific Breeze, failing which the Company has an option to acquire Pacific Breeze or its assets for $10. See item 2.7 for further details.

The Company will market and distribute its products under multiple brands. The primary brand for the company's top quality wines will be Revelation Cellars. The company will hire marketing and branding professionals in the wine and spirits industry to ensure that other brands are attractive to the intended audience. In general terms, there will be a brand for our mid-range wines currently known as 'Pacific Breeze'; a new brand for a line of ice wines and specialty wines meant primarily for the Chinese market; and each urban winery may also develop its own brand for each location. In addition, the Company has acquired some existing brands and customers that will produce income in the near term.

The Company is managed by Robert Fraser, Maurice Hamilton and Gary Symons with the advisory services of Renan Cabrera and Greg Burnett, all of whom are founders and have received founders shares. Mr. Fraser is the CEO of the company. Mr. Hamilton is in charge of overall wine production. Mr. Symons is the Chief Operating Officer of the Company whose expertise will allow the company to build out an online and national media presence that will see the Company expand its sales through an online subscription to its wine club.

In addition, the company is finalizing agreements with some veteran senior industry executives to become members of its Advisory Board.

The most substantial asset of the Company at this time is the Pacific Breeze Contracts and the intellectual property of the Company including brand names and wine making skills. The Company and its wine makers have spent many years perfecting their wine making skills. The Company believes this intellectual property allows the Company to use its equipment to make significantly greater amounts of quality wine than the industry average. This in turn reduces the cost of goods sold in the production and pricing of its wines.

2.2.2 The First Phase

The Company is negotiating long term buying contracts for grapes with top vineyards in Napa Valley, Sonoma County, Lake County and other vineyards and wineries in Oregon, Washington State, Chile, Italy, Argentina and Spain as well as British Columbia. From these grapes the Company will manufacture a range of wines starting with 10 traditional grape varietals targeted to produce extremely high quality wines and additionally three to four fruit wines and a line of Ice Wine. The company has entered into the Pacific Breeze Contracts to purchase much of the Company's required initial inventory and equipment in order to fulfill its initial business plan at the Pacific Breeze Urban Winery Location on Stewardson Way in New Westminster. In addition, the Company has agreed to acquire some of the Brands, Customers and the "Wine Club" of Pacific Breeze. The Company entered into the "Operating and Services Agreement" for the management of Pacific Breeze as an additional business opportunity whereby the Company will earn 5% of gross sales of Pacific Breeze and acquire its assets after managing the payment of Pacific Breeze debts and providing an exit for Pacific Breeze shareholders through a put/option with the Company. The Company is required to maintain the purchased equipment and inventory of the Asset Purchase Agreement and operate its business from the premises of Pacific Breeze until the purchase price of the Asset Purchase Agreement is fully paid. Pacific Breeze Winery is currently producing approximately 3,000 cases of lower-priced and mid-priced wines from BC produced to the VQA standard, and of wines produced from grapes grown in other jurisdictions under its commercial licence. The Company, under its Operating and Management Agreement, will continue to produce and sell Pacific Breeze wines for not less than the the term to July 31, 2018 while at the same time producing it own wines at the Pacific Breeze facilities. Upon fulfillment of its obligations to Pacific Breeze the Company may then elect to re-locate to another location.

The Company's acquisition of grapes and partially fermented juice from Pacific Breeze, along with other grapes that it currently owns, and grapes to be purchased, will fulfill the Company's requirements of quantity and quality of product to meet the production requirement needs projected for 2017 and 2018. The acquisition of the brands; Killer Cab, Can't Remember, Obsidian Ridge Cabernet Sauvignon, PB Sauvignon Blanc and PB Chardonnay service an existing customer base with established branding and sales which will enhance the Company's launch, branding and marketing and provide a strong customer base with which to sell its higher end products. The acquisition of the "Pacific Breeze Wine Club" and its 800 members, while producing anticipated short term cash flow, will further solidify the Company's entrance into the market and provide the base with which it will launch its national and international sales to a much expanded Wine Club. The Company will spend most of the first year building its inventory and will sell fruit wines and Ice Wine that can be manufactured quickly in addition to the existing grape wine inventory currently available. This will happen in conjunction with the Company building larger volumes of its expanded varietals inventory. As many of the varietals are red wines and take as much as two years to bring to market the Company will start manufacturing and selling ice and fruit wines, which can be ready for market in approximately 90 days.

The Company has had extensive comparisons made with top international brands and has had its sample wines selected for quality against those top brands in blind taste tests. The Company anticipates it will have these quality wines available for sale in mid-2018. In addition, Pacific Breeze winery won the Winery of the Year of Canada in 2010 for the quality of some of its brands, specifically Killer Cab, PB Chardonnay and the Obsidian Ridge Cabernet Sauvignon. The acquisition of these brands will immediately bring recognition to the Company.

As the Company is buying grapes from the same Vineyards that are also supplying the grapes used to make some of the top wines from Napa and has years of wine making achievements from its wine makers, the end product is believed to be a known, measurable product perfected for commercialization.

2.2.3 Phase 2 - Winery Construction

Once the Company has created enough inventory to fulfill its business plan and has grown its "Wine Club" subscription base it intends to build a high profile downtown Urban Winery in Vancouver. Some of the wine currently being manufactured at the Pacific Breeze facility in New Westminster will be used as the starting inventory in the new facility it plans on building in 2017. The new Urban Winery will be targeted to be built in a high traffic and tourist location that will create high walk-in traffic. Pacific Breeze currently sells 60 per cent of its inventory onsite in the average year. The remainder is sold to 'trade' customers such as liquor stores and restaurants. The Company believes it will sell 60 to 70 percent of its production through retail sales on site. Direct retail sales are by far the most profitable part of a winery's operations, because the BC government charges far lower taxes for wine that is sold on premises at a BC winery. Because of the Company's wine intellectual property the Company believes this will allow the company to be more efficient than traditional wine manufacturing facilities. The Company has devised a way of using a small amount of wine making equipment year-round, unlike a traditional estate winery that usually has a few weeks to pick grapes and then a few days to destem and crush the grapes which are then fermented for about 30 days. Often the tanks are then left unused for the balance of the year and the process is repeated during harvest the next year. While the footprint for the facility will be approximately 7,500 square feet, it will have the capability of producing quantities of wines associated with much larger facilities.

The total capital development budget for the Company's new Urban Winery (including engineering permits consultants, insurance, site servicing, construction and equipment) is projected at about $750,000. This figure is not an exact figure as it is subject to adjustment depending on changes to construction requirements and unforeseen circumstances. See Item 8 "*Risk Factors*" regarding the risks associated with raising the projected budget of $5,000,000 to achieve the Company's business plan.

In addition, the Company through the "Asset Purchase Agreement" with Pacific Breeze expects to have enough equipment to build a Urban Wine facility in a high traffic area in the central part of Vancouver. As at the date of this Offering Memorandum no site has been selected, but the Company is diligently working through a site selection process and has engaged qualified professionals to assist in the process. Completion of the facility is subject to the success of this Offering, which is not assured. See Item 8 "*Risk Factors*".

2.2.4 The Urban Winery concept and roll out

Once the Company has inventory ready for sale, the Company will look to build a winery of approximately 7,500 square feet. The Company will also purchase approximately $200,000 of equipment which will allow the Company to make more than 10,000 cases of wine per year. The construction cost of a facility of this size is expected to be approximately $500,000 if the Company is constructing lease hold improvements or $2,000,000 if the Company is buying a warehouse type of facility in an urban setting. The Company can operate a smaller facility with smaller production and supplement the manufactured product with additional product from the Pacific Breeze operating facility if it makes better economic sense. The new facility will contain a retail area, a production cellar with tanks and a barrel aging room, a tasting area, a limited commercial kitchen, an educational area and a members' area.

The following processes will be completed on site;

- Crushing, pressing, juicing
- Tank and barrel fermentation
- Temperature controlled and humidified barrel storage
- Temperature controlled stainless storage
- Wide ranging barrel services
- Micro-flex and plate/frame filtration
- Custom blending
- Reverse osmosis
- Comprehensive wine laboratory services

Public and retail facilities: Upon completion of the Urban Wine facility the public will be able to access the wine retail area, members will have access to a luxurious member's area and there will be story walls with video, education presentation/board room and a commercial kitchen which will produce high quality tapas that will match with and bring out the quality of the wines. There will be two distinctive areas for the high quality wines and the distinctive fruit wines.

All of this is the template for a long term growth which will see the Company build similar facilities in large cities in North America and other parts of the world. The idea is to bring quality wine making to people instead of having to make people travel to wine areas to visit, taste and purchase our wineries' brands. The overall experience of visiting the Urban Winery will compare with the experience of visiting an estate winery in a destination wine area. This will be accomplished by projecting on the walls of the Urban Winery the Vineyards that the Company purchases its grapes from and the visitor can tour virtually through a time lapse growing season.

The Company's management notes the success of three facilities in the Malibu area of Los Angeles. These wineries, although estate and traditional, will have as many as 2,000 people on a weekend evening year-round. The Company plans on using their unique wine making style to bring top quality wines to market with manufacturing facilities in redeveloping parts of large urban centers. This facility will bring the wine making to the customer rather than making the high-end wine customer go to the destination winery.

2.2.5 Production Capacity

The size of the production facilities of 10,000+ cases annually was determined based on the capacity necessary to have a cost efficient operation. Additionally this allows the Company to take advantage of the Company's wine making process so that the facility can be used year-round to maintain constant manufacture. This constant use allows the Company to fully utilize a much smaller amount of equipment rather than the traditional method of crushing and fermenting once a year after harvest.

2.2.6 Operating and Management Services Agreement

Effective August 2, 2016 the Company entered into an "Operating & Management Services Agreement" with Pacific Breeze which will allow the Company to manage the business of Pacific Breeze and to employ its facilities to manufacture the Company's high quality wines, fruit wines and ice wines while at the same time taking over some of the brands and customers that have been built by Pacific Breeze. The Company has also entered into the Asset Purchase Agreement to buy $1,964,759 of the required equipment, grapes, glass, corks and other materials from Pacific Breeze. The agreements allow the Company to build its inventory and brands while producing cash flow from the already established brands and customers to service its obligations to Pacific Breeze and to jump-start its own business..

A. Brands

The Company will have multiple brands of wine: "Revelation Cellars" and its various varietals will become its premium brand. There will be brands for its fruit and ice wine brand targeted at Asian distribution, which tentatively has been named the 'Bin 888' brand as a working title. Note this trademark has not been acquired and the company may change the name of the brand on the advice of marketing and branding professionals. The two brands will be operated and distributed independently. The Company is in the process of launching a new brand that will be the trade mark of the brands purchased from Pacific Breeze. These brands would include Killer Cab, Obsidian Ridge Cabernet Sauvignon existing Chardonnay and Sauvignon Blanc wines. The Revelation Cellars brand and varietals will be competing with the most expensive and highest quality brands in Canada and management expects the Revelation Cellars wines to be the top wines produced in Canada. They will have international appeal and compete at medium price points internationally against higher priced established brands of the same quality. Over the course of time Revelation will bring its price points up.

B. Sales Outlets

The brands will be sold in British Columbia directly to consumers, private retailers, and on premise sales. See Item 2.2.8 "*Sales and Marketing Strategy*". Once the Asset Purchase Agreement closes the Company will have acquired more than 100 retail distribution outlets through the acquisition of the Pacific Breeze brands and more than 60 restaurant customers.

The brands will also be sold across Canada where premium wines are sold. The Revelation Cellars brands are expected to be sold throughout the world through distribution channels of premium wines. The Company has already shipped samples to duty free locations that sell premium brands. Bin 888 varietals have been targeted to appeal to the emerging Chinese wine market.

2.2.7 Grape Purchasing and Wine Production

In the first year of operations, the Company is planning to purchase 170 tons of grapes at an estimated cost of $741,000. These grapes are projected to be processed into 12,770 cases of wine with an estimated retail value of $6,525,422.

Tons of Grapes Purchased

	Year 1	Year 2	Year 3	Year 4	Year 5
Urban Wineries	90	99	109	120	132
Revelation Cellars					
Cabernet Sauvignon	5	6	7	8	9
Cab Sauv Premium	10	11	12	13	14
Blend 1	10	11	12	13	14
Blend 2	5	6	7	8	9
Merlot	5	6	7	8	9
Zinfandel	5	6	7	8	9
Syrah	5	6	7	8	9
Super Tuscan	10	11	12	13	14
Pinot Noir	5	6	7	8	9
White Blend	10	11	12	13	14
Specialty Wine (Bin 888)	10	11	12	13	14
TOTAL	**170**	**190**	**211**	**233**	**256**

Grapes Purchased over first five years: Cost/Ton

	Year 1	Year 2	Year 3	Year 4	Year 5
Urban Wineries	$2,553	$2,604	$2,656	$2,710	$2,764
Revelation Cellars					
Cabernet Sauvignon	$9,600	$9,762	$9,988	$10,188	$10,391
Cab Sauv Premium	$8,640	$8,813	$8,989	$9,169	$9,352
Blend 1	$9,120	$9,302	$9,488	$9,678	$9,872
Blend 2	$9,120	$9,302	$9,488	$9,678	$9,872
Merlot	$6,000	$6,120	$6,242	$6,367	$6,495
Zinfandel	$5,400	$5,508	$5,618	$5,731	$5,845
Syrah	$6,000	$6,120	$6,242	$6,367	$6,495
Super Tuscan	$6,000	$6,120	$6,242	$6,367	$6,495
Pinot Noir	$5,400	$5,508	$5,618	$5,731	$5,845
White Blend	$4,800	$4,896	$4,994	$5,094	$5,196
Specialty Wine (Bin 888)	$1,800	$1,836	$1,873	$1,910	$1,948
TOTAL COST/ YEAR	**$741,000**	**$852,577**	**$970,978**	**$1,096,483**	**$1,229,383**

Cases of Wine Manufactured

	Year 1	Year 2	Year 3	Year 4	Year 5
Urban Wineries	6,480	7,128	7,848	8,640	9,504
Revelation Cellars					
Cabernet Sauvignon	360	432	504	576	648
Cab Sauv Premium	720	792	864	936	1,008
Blend 1	720	792	864	936	1,008
Blend 2	360	432	504	576	648
Merlot	360	432	504	576	648
Zinfandel	360	432	504	576	648
Syrah	360	432	504	576	648
Super Tuscan	720	792	864	936	1,008
Pinot Noir	360	432	504	576	648
White Blend	720	792	864	936	1,008
Specialty Wine (Bin 888)	1,250	1,375	1,500	1,625	1,750
TOTAL COST/YEAR	**12,770**	**14,263**	**15,828**	**17,465**	**19,174**

Cases of Wine Sold

	Year 1	Year 2	Year 3	Year 4	Year 5
Urban Wineries	2,249	6,642	7,308	8,046	8,856
Revelation Cellars					
Cabernet Sauvignon	0	180	432	504	576
Cab Sauv Premium	0	360	792	864	936
Blend 1	0	360	792	864	936
Blend 2	0	180	432	504	576
Merlot	0	180	432	504	576
Zinfandel	0	180	432	504	576
Syrah	360	432	504	576	648
Super Tuscan	0	360	792	864	936
Pinot Noir	0	180	432	504	576
White Blend	720	792	864	936	1,008
Specialty Wine (Bin 888)	1,250	1,375	1,500	1,625	1,750
Total Cases Sold	**4,579**	**11,221**	**14,712**	**16,295**	**17,950**

2.2.8 Sales and Marketing Strategy

As some of the wines will be manufactured in BC and not VQA the wines made by the Company will not have the benefit of tax breaks that are given to BC wines made with BC grapes. VQA stands for British Columbia Vintners Quality Alliance. The VQA is an “appellation of origin” system similar to the AOC and DOC systems utilized in France and Italy respectively. Established in 1990, BC VQA certified wines must meet specific standards with respect to origin, vintage and varietals. Management expectations are that the quality of the grapes and resulting wines will more than make up for the tax incentives with the sales prices of comparable quality wines. Additionally, the higher taxation rate associated with non-VQA wines only exists in two Canadian provinces, those being British Columbia and Ontario. Urban wineries in other provinces, such as Alberta, Saskatchewan, Manitoba, or Quebec do not charge higher taxes for the sale of non-VQA wines, and so the company will enjoy additional profit margins in some jurisdictions as it expands its operations.

The Company is unaware of any reason why its growth would not match the overall industry growth.

The objective of the Company is to over-deliver from both a quality and value perspective. The Company plans to produce ultra-premium and specialty wines while at the same time delivering exceptional value.

Having identified the primary and secondary targets for each of the Revelation brands, the Company believes that it has targeted the most profitable areas of the wine market. The Company has developed individual marketing and sales strategies for each brand but in the overall marketing thrust, outside of the Company’s Urban Wine locations, the key focuses locally will be both retail (private retail stores) and licensees (restaurants), while selling mostly to the profitable export markets.

The Company will launch significant marketing campaigns to expand upon the Pacific Breeze wine club base of 800 members. It is management’s belief that subscription fees and sales from a national and international wine club will be the fastest way to grow the business. With this in mind the Company intends to quickly launch online social media market processes to build out this channel.

The Company’s winery location, when built, will allow for the hosting of special events and will focus on wine education, which will give the winery and brands a better sense of place and credibility and, in the Company’s view, allow it to conduct consumer experiences second to none. Management believes the urban winery concept (making the wine where people are) will quickly garner public notoriety. Here the Company will focus on winery client sales and the development of wine club membership as both of these deliver the highest profit margins.

2.2.9 Additional Wineries and the Long Term (The 3rd Phase)

Upon completion of the Vancouver Urban Winery facility the Company plans on building out similar facilities in other large urban centers. The Company has identified many jurisdictions where it would be possible to get a commercial winery licence that would have a large enough population base to economically warrant a similar business plan. The Company has had numerous inquiries to joint venture, take investment or franchise similar facilities. The Company is currently working on a long term business plan to further the plan to build out based on the success and furtherance of the existing business plan.

2.3 Development of Business

The Company was incorporated under the *Business Corporations Act* (British Columbia) on July 10, 2015. Subsequent to that date, the Company changed its name Nov 23, 2015 from Epiphany Vintners Ltd. to Revelation Cellars Inc. for trademark purposes. The Company was initially capitalized by the founder group being Robert Fraser, Greg Burnett and Renan Cabrera. The Company has only recently commenced business with the first substantial business being applications under the SBVC Act and entering into the “Asset Purchase Agreement” and “Operating and Services Agreement” on August 2, 2016 with Pacific Breeze See Item 2.2.7 “*Material Agreements*”. The Company is now managing the operations of Pacific Breeze.

2.4 Long Term Objectives

There are the significant events that must occur to accomplish the Company's long term objectives, the time periods in which each event is expected to occur and the anticipated costs related to each event:

Long Term Objectives	**Time Period**	**Anticipated Cost ($)**
Completion of Vancouver Urban Winery	2017	$ 750,000
Completion of another Urban Winery in a major center	2018	$1,500,000
Construction of third and fourth wineries	Between 36 months and 60 months	$3,750,000
Inventory build- up	Now and 60 months	$5,000,000
Total		$11,000,000

The $11,000,000 anticipated cost of financing the long term objectives will come from equity raised and profits. It is anticipated the company will need to raise between 5 million dollars of equity and the rest is anticipated to come from profits.

2.5 Short Term Objectives and How We Intend to Achieve Them

The following sets out an estimate of costs involved in meeting the Company's objectives for the next 12 months:

What we must do and how we will do it	Target completion date, or if not known, number of months to complete	Our cost to complete ($)
Winery design and construction	12 months	600,000
Additional Equipment	12 months	350,000
Sales & Marketing	12 months	650,000
Lease payments	12 months	240,000
Soft costs – (legal, accounting, audit, staff training, insurance)	12 months	50,000
start-up operations	12 months	80,000
Management fees	12 months	240,000
Inventory build up (Grapes)	12 months	741,000
General and Administrative	12 months	194,000
Distribution (warehousing and shipping)	12 months	132,889
Total		3,277,889

The Company must raise funds in addition to this offering to meet its short and long term objectives and there is no assurance that additional financing will be available. See Item 8 “*Risk Factors*”.

2.6 Insufficient Funds

The proceeds of the Offering will not be sufficient to accomplish the Company’s business objectives and, as a result, the Company will require additional equity or debt and profit to meet its short and long term objectives. The within offering is a first round offering by which the Company intends to launch phase 1 of its development. Through this offering the Company will raise a maximum of $300,000 by the sale of the offered 1,200,000 Common Shares at $.25 per share. The Company subsequently intends to raise an additional $4.7 million to meet its business objectives. See Item 8 “*Risk Factors*”.

2.7 Material Agreements

The Company has entered into the following material agreements:

2.7.1 “Asset Purchase Agreement” dated August 2, 2016, among the Company and Pacific Breeze. The material terms of that agreement are:

(i) At closing the Company is purchasing $1,964,759 of wine equipment and production inventory from Pacific Breeze, and

(ii) Closing will occur within 10 days of the Company paying (including by payment from Pacific Breeze revenue) or assuming the bank debt of Pacific Breeze. Bank debt is approximately $532,608. The remainder of the consideration to be paid ($1,432,151) will be paid by a promissory note due July 1, 2018. Commencing September 30, 2016 the Company must pay towards the bank debt (indirectly to the promissory note) not less than 25% of capital subscriptions and not less than $10,000 per month.

2.7.2 “Operating and Management Services Agreement” dated August 2, 2016 between the Company and Pacific Breeze. The material terms of that agreement are:

(i) The Company is to act as exclusive manager and with the authority equivalent to President and COO for all matters of the business of Pacific Breeze;

(ii) The Company is to effect the following goals:

A. To segregate the Company’s assets purchased from Pacific Breeze and Pacific Breeze’s assets and to provide a mutually agreeable allocation of costs for the two operations;
B. To manage Pacific Breeze’s finished goods inventory for preservation, marketing and sales;
C. To use the proceeds of sales of Pacific Breeze finished goods and the proceeds of sales of assets to the Company to pay Pacific Breeze bank debt servicing and pay-out, secondly, pay-out of Pacific Breeze shareholder loans, thirdly payment of dividends or other mutually agreed distributions to a total of $1,600,000 to the shareholders (including payment of shareholder loans, such that total receipts of shareholders of loan repayment and dividends totals $1,600,000);
D. Until such time as the bank debt of Pacific Breeze is discharged the Company will allocate all revenue of Pacific Breeze to such debt and the Company shall subsidize all costs and overhead of Pacific Breeze commencing September 30, 2016;
E. In the event the licenses of Pacific Breeze are transferable to the Company, to windup Pacific Breeze;

(iii) In compensation for the Company's services the Company and its managers shall be paid the following:

A. Appointed managers shall be paid a reasonable market rate;

B. The Company shall receive a fee of five percent (5%) of gross sales effected for Pacific Breeze; and

C. After payment of the aggregate of the amounts of section (ii)C above the Company shall receive all revenue of sales and wind-up and value of the disposal of remaining assets of Pacific Breeze or may buy the remaining assets for the sum of $10.

(vi) Additional terms of Pacific Breeze are:

A. Appoint Maurice Hamilton of Pacific Breeze as a director of the Company within 10 days of the execution date;

B. Within 10 days of the execution date the Company will assume the responsibility for the BDC loan in the amount of $162,608 plus interest by:

(I) negotiating the transfer of the BDC loan to the Company; or

(II) service the BDC loan and pay-out the same from capital subscriptions or revenue of the Company;

but that such transferred loan, or such amount of the debt as is paid from capital or cash of the Company shall become a debt of Pacific Breeze or shall be calculated as payment of consideration in any purchase of assets by the Company;

C. The Company will fund all operating costs of Pacific Breeze until the Purchase Price of the Asset Purchase Agreement is paid and while such payments may be regarded as a debt owed to the Company, no amount of operating costs paid by the Company shall be applied as payment of any portion of the Purchase Price.

D. Within 10 days of the execution date grant unto all the shareholders of Pacific Breeze a put/option having the following terms:

(I) An aggregate option, and put to the Company, for the Optionees to purchase 1,200,000 common shares of the Company at $0.50 per share;

(II) An aggregate option, and put to the Company, for the Optionees to purchase 600,000 common shares of the Company at $1.00 per share;

(III) The Company may not exercise the aforesaid put except to the extent that the Pacific Breeze shareholders have received repayment of shareholder loans and distributions sufficient to pay the amount of the put exercised;

(IV) The shares acquired by the Optionees in the Company shall be subject to such pooling, escrow or other restriction as required of shareholders generally, required by law or regulation or required by a stock exchange;

(V) The Company shall effect reasonable best efforts to qualify as an eligible business corporation and cause the exercise of the options by the Optionees to be registered for the small business venture tax credit under the

Small Business Venture Capital Act of British Columbia; and

(VI) At the election of the Company the Company may cause promissory note payments to Pacific Breeze to be credited to Optionee loans and thereafter credited to the exercise of options by the Optionees on a pro rata basis, subject to assurance that such may be effected without negative consequences to the small business venture tax credit.

(v) During the period that the Company's promissory note ("PN") to Pacific Breeze is unpaid, as to any part, the assets (of the Asset Purchase Agreement) reflecting the unpaid amount of PN shall be maintained at the premises of Pacific Breeze and warehoused therein as security for Pacific Breeze At no time shall production equipment be removed while the PN is unpaid as to any part. The Company shall be able to employ such assets to conduct its wine business on the premises of Pacific Breeze, together with the business of Pacific Breeze. In the event the PN is in unremedied default the Parties hereto shall cooperatively sell the assets (or return the same to Pacific Breeze at their cost if so elected by Pacific Breeze) and apply proceeds (or return values) to payment of the PN.

2.7.3 – Management Agreement of Robert Fraser dated August 1, 2016. The material terms of the agreement are as follows:

(i) Mr. Fraser is engaged as President and CEO of the Company for a term of one year renewable for one year;

(ii) Compensation is $8000 per month fee with incentive fee of 1% of sales and discretionary bonuses;

(iii) At the termination of the agreement a severance fee of one month fee will be payable;

(iv) Mr. Fraser and other company personnel are the beneficiaries of of an indemnity provision in the event they incur liability in the service of the Company covering their costs and any liability other than fraud or criminal activity.

2.74 – Management Agreement of Gary Symons dated August 1, 2016. The material terms of the agreement are as follows:

(i) Mr. Symons is engaged as Chief Operating Officer of the Company for a term of one year renewable for one year;

(ii) Compensation is $6000 per month fee with discretionary bonuses;

(iii) At the termination of the agreement a severance fee of one month fee will be payable;

(iv) Mr. Symons and other company personnel are the beneficiaries of of an indemnity provision in the event they incur liability in the service of the Company covering their costs and any liability other than fraud or criminal activity.

ITEM 3 INTERESTS OF DIRECTORS, MANAGEMENT, PROMOTERS AND PRINCIPAL HOLDERS

3.1 Compensation and Securities Held

The following table sets out information about each director, officer and promoter of the Company and each person who, directly or indirectly, beneficially owns or controls 10% or more of any class of voting securities of the Company (each, a "**principal shareholder**") as of the date hereof:

Name and municipality of principal residence	Positions held and date of obtaining that position	Compensation paid since inception and to August, 2016 and anticipated to be paid in the current fiscal year.	Number, type and percentage of securities of the Company held if no Common Shares are sold (1)	Number, type and percentage of securities of the Company held after the completion of the maximum Offering (1)
Robert Fraser Anmore, BC	President, CEO and Director.	$8,000 per month plus bonuses based on performance	5,301,000 Common Shares	5,301,000 Common Shares
Gary Symons West Kelowna, BC	COO	$6,000 per month plus bonuses based on performance	400,000 Common Shares	400,000 Common Shares
Greg Burnett West Vancouver, BC	Director	2,000 per month from bonuses based on performance.	5,301,000 Common Shares	5,301,000 Common Shares
Maurice Hamilton Delta, BC	Winemaking Consultant	0	0	0
Lino DeMarchi Vancouver, B.C.	Executive VP, Investor Relations	3,000 per month plus bonuses based on performance (Verbal agreement.)	0	0

3.2 Management Experience

The following table discloses the principal occupations of the Directors and executive officers of the Company over the past 5 years:

Name	Principal occupation and related experience
Robert Fraser, Chief Executive Officer, President and Director	Robert Fraser has a strong business background holding senior management positions for more than 30 years. During his career Mr. Fraser has built several companies in various industry sectors. Prior to joining the Company, Mr. Fraser was the Business Development Officer of Encore Vineyards Ltd. a wine producer located in Summerland BC. Before joining Encore Mr. Fraser was the Chief Executive Officer of Syntaris Power Corp. a position he held for several years. Syntaris is a well-known independent power producer in Western Canada. From 2006 to 2013. Mr. Fraser was the President of Galaxy Telecom Ltd., a VoIP services provider supplying services across Canada. From 1998 – 2004 Mr. Fraser was the COO of Corinex Communications Corp. Corinex is a software, firmware and hardware and research development technology company with more than 200 development staff. Mr. Fraser brings a strong sales and marketing background to any organization and has lead financings in many of the companies he has been associated with. Mr. Fraser started his career and held a variety of positions during fifteen-year tenure at Dun & Bradstreet Canada Ltd, culminating in senior management. Dun & Bradstreet is considered the world leader of business information.

Gary Symons - COO	Gary Symons spent most of his professional life as an award winning investigative journalist and broadcaster, including nine years at CBC News. Mr. Symons left CBC to become co-founder and CTO at VeriCorder Technology (now Voddio Inc.) in 2008, raising $6.5 million for that company, developing all of its software, and running a 30 person development and sales team. Mr. Symons has worked with several companies since then as a management consultant and media relations specialist. Mr. Symons' core skills are in the areas of project management, media relations, technology development, marketing, financing, research and analysis.
Maurice Hamilton - Wine Consultant, Director	Maurice Hamilton is the founder of Pacific Breeze Winery and has been making wine for more than 35 years. Mr. Hamilton started as an amateur winemaker and was listed by the Amateur Winemakers of Canada as one of the top 100 winemakers in Canada. Mr. Hamilton turned his passion for wine into a successful business in 2005, launching Pacific Breeze, and winning more than 60 medals from international wine competitions. Pacific Breeze was named Winery of the Year by Intervin in the first year it entered the competition.
Greg Burnett - Director	Mr. Burnett, who holds an MBA from the University of British Columbia and Bachelor of Science degree in Civil Engineering, brings to the company more than 18 years of diversified experience in corporate finance and administration. He presently serves as the President and principal shareholder of Carob Management Ltd., a private management consulting company specializing in due diligence, business plan development, structuring and financing and management of venture capital projects. Mr. Burnett is also the Director of a number of Canadian resource companies.
Lino Demarchi – VP Business Development	Lino DeMarchi comes from an extensive background that includes 10 years as a Commercial Real Estate Broker in Vancouver with HQ Real Estate Services Inc. a prominent Boutique Firm. Transacting close to 100 million dollars across Canada which earned him a top designation. Lino discovered his passion for the financial markets and spent 5 years as a Proprietary Trader for Patak Trading Partners, a well known firm from Chicago. The combination of experience has lead Lino to join Revelation Cellars as Executive Vice President and to lead the sales force.

3.3 Penalties, Sanctions and Bankruptcy

No director, executive officer or control person of the Company, or an issuer of which a director, executive officer or control person of the Company has served, has, within the 10 years prior to the date of this Offering Memorandum, been subject to any penalty or sanction, or cease trade order that has been in effect for a period of more than 30 consecutive days during the past 10 years or been declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or been subject to or instituted any proceeding, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets during the last 10 years.

3.4 Loans

Other than as described herein arising from the agreements with Pacific Breeze (see item 2.7 – Material Agreements), as at the date hereof, the Company has no debentures or loans outstanding.

ITEM 4 CAPITAL STRUCTURE

4.1 Share Capital

Description of Security	**Number authorized to be issued**	**Number outstanding at the date of this Offering Memorandum**	**Number outstanding assuming no further sales**	**Number Outstanding assuming completion of offering**
Founders Shares	12,003,000	12,003,000	12,003,000	
Common Shares @ $0.10	550,000	550,000	12,553,000	
Common Shares @ $0.25	1,200,000	140,000	12,693,000	13,753,000[2][3][4]

(1) The authorized capital of the Company includes an unlimited number of Common and Preferred Shares. Refer to the disclosure under Item 5.1 “Terms of Securities” for a description of the rights and restrictions of the Common Shareholders. The Company has sold 550,000 Common Shares at a price of $0.10 each and 140,000 Common Shares at a price of $.25 each.

(2) Does not include any Common Shares that the Board may issue from time to time in its sole discretion simultaneous to the Offering described herein.

(3) All of the Common Shares of the Company rank equally as to voting rights, participation in a distribution of the assets of the Company on the liquidation, dissolution or winding-up of the Company and the entitlement to dividends. The holders of the Common Shares are entitled to receive notice of all meetings of shareholders and to attend and vote such Common Shares at the meetings. Each Common Share carries with it the right to one vote. The Common Shares do not have pre-emptive rights and are not subject to redemption. Holders of the Common Shares are entitled to receive such dividends as may be declared by the Board out of funds legally available therefore. In the event of dissolution or winding up of the affairs of the Company, holders of the Common Shares would be entitled to share pro-rata in all assets of the Company remaining after payment of all amounts due to creditors.

(4) Pursuant to the Operating and Management Services Agreement with Pacific Breeze the Company has granted the shareholders of Pacific Breeze a pro rata option to purchase the stated number of Common Shares at the stated price. The Company also has a put to cause the Pacific Breeze shareholders to exercise the options subject to the shareholders having received an aggregate return from Pacific Breeze of $1,500,000. The option or put will also require that the shareholders receive a designation under the Company’s registration under the SBVC Act See item 2.7.2 Material Agreements

4.3 Prior Sales

The Company has issued Common Shares to the Founders and raised $55,000 at $.10 and $35,000 at $.25.

4.4 Forward Looking Financial Information - Summary

	2017	2018	2019	2020	2021
Gross Revenue	$4,384,066	$6,358,018	$7,914,134	$9,140,103	$10,110,182
COGS	$1,862,055	$2,632,787	$3,217,006	$3,727,832	$4,062,885
Gross Profit	$2,522,061	$3,725,231	$4,697,125	$5,412,270	$6,047,297
G&A	$1,239,990	$2,325,314	$2,560,083	$2,753,550	$2,855,654
EBITDA	$1,282,160	$1,399,916	$2,137,046	$2,658,720	$3,191,643

"COGS" means 'cost of goods sold'
"G&A" means 'general and administrative costs'
"EBITDA" means 'earnings before interest, taxes, depreciation and amortization'

THE READER IS CAUTIONED THAT ALL OF THE INFORMATION IN THIS SECTION 4.4 IS FORWARD LOOKING FINANCIAL INFORMATION> PLEASE READ THE CAUTIONARY LANGUAGE IN THE SECTION OF THE COVER PAGES ENTITLED: "NOTICE REGARDING FORWARD-LOOKING STATEMENTS".

ITEM 5 SECURITIES OFFERED

5.1 Terms of Securities

The Common Shares consist of an unlimited number of shares. All of the Common Shares of the Company rank equally as to voting rights, participation in a distribution of the assets of the Company on the liquidation, dissolution or winding-up of the Company and the entitlement to dividends. The holders of the Common Shares are entitled to receive notice of all meetings of shareholders and to attend and vote such Common Shares at the meetings. Each Common Share carries with it the right to one vote.

As a consequence of the SBVC Act, during the period from the date of issuance of any Common Shares receiving designation and acquiring the 30% tax credit to 5 years from such date (the "Five Year Period"), the holders of such Common Shares shall not be able to sell their shares without adverse tax consequences, being repayment of any acquired tax credit. Subject to law (the availability of exemptions if not a reporting issuer) after the Five Year Period, the holders of the Common Shares shall be able to sell or other-wise do as they see fit.

Adjustments to Common Shares:

If the common shares are adjusted by, for example, a consolidation or subdivision of the common shares or the issue of additional Common Shares by dividend, the number of Common Shares issued shall be adjusted immediately after the effective date of such subdivision, re-division, change, reduction, combination, consolidation or such issuance of Common Shares or convertible securities, by multiplying the number of Common Shares issued and outstanding by a fraction of which the numerator shall be the total sum of Common Shares outstanding immediately after such date and the denominator shall be the total number of Common Shares outstanding immediately prior to such date, and such adjustment shall be made successively whenever any event referred to in this subsection shall occur.

5.2 Subscription Procedure

Common Shares may only be issued to Subscribers who purchase the Common Shares as principal, and on the condition that at the same time or before the subscriber signs the Subscription Agreement, the Company delivers this Offering Memorandum to the Subscriber, and the Company obtains the applicable signed Risk Acknowledgement Form from the Subscriber.

You may subscribe for the Common Shares by returning the following documents to the Company at Suite 800 – 1040 West Georgia Street, Vancouver, BC, V6E 4H1:

1. a completed subscription agreement in the form accompanying this Offering Memorandum;

2. A completed Risk Acknowledgement in the form attached to the subscription agreement (Form 45-106F4) - you must keep a signed copy of this form;

3. A Share Purchase report for submission under the SBVC Act for allocation of tax credits;

4. A certified cheque or bank draft from a personal or RRSP/RRIF/LIP account payable to "Revelation Cellars Inc."

The Company will hold your subscription funds in trust until midnight on the second business day after the day on which the Company accepts your signed subscription agreement. If funds are paid to legal counsel of the Company, you irrevocably authorize such legal counsel to transfer such funds to the Company following expiration of the second business day after the day on which the Company accepts your signed subscription agreement.

The Company reserves the right to accept or reject subscriptions in whole or in part at its sole and absolute discretion and to close the subscription books at any time without notice. Any subscription funds for subscriptions that the Company does not accept will be returned promptly after the Company has determined not to accept the funds.

This Offering will commence immediately. Closings will occur from time to time as subscriptions are received and it is expected that the offering will fully close on or before December 31, 2016. Notwithstanding the foregoing, the Company may in its sole discretion elect to extend the period of this Offering if the Board determines that the proposed business plan of the Company would not be jeopardized by such delay or, alternatively, close this Offering after the sale of any number of the Common Shares. As this Offering is not subject to any minimum subscription level, it may be completed upon the sale of such number of Common Shares as the Company, in its sole discretion, determines. You may be the only Purchaser.

From time to time, the Company will deliver copies of investor share certificates representing fully paid Common Shares, provided the subscription price has been paid in full. The original share certificate will remain with the Company and can be delivered to the subscriber upon request.

ITEM 6 INCOME TAX CONSEQUENCES AND RRSP ELIGIBILITY

6.1 Income Tax Consequences

You should consult your own professional advisers to obtain advice on the income tax consequences that apply to you of your subscription to Common Shares of the Company.

The following summary of significant income tax consequences of an investment in the Common Shares has been prepared by management of the Company. The following summary is of a general nature only and is not intended to be a complete analysis of the income tax consequences and should not be interpreted or used as a substitute for legal or tax advice to any particular subscriber.

The income tax consequences will vary depending on the particular circumstances of each subscriber.

6.2 Tax Credit Pursuant to SBVC Act

(a) The Company will apply on behalf of each Subscriber who is an individual resident in British Columbia at the date they subscribe for the Common Shares or a Company with a permanent establishment in British Columbia, or on behalf of the annuitant where the Subscriber is an RRSP, RRIF or LIP, for a tax credit certificate entitling the Subscriber or annuitant to a tax credit equal to 30% of the amount received by the Company from the Subscriber for the purchase of the Common Shares. Tax credit certificates may only be issued if the Company complies with the requirements and intent of the SBVC Act. The Company intends to do so and believes it can comply but there is always risk that circumstances or government changes place eligibility or credit availability in jeopardy.

A Subscriber who is an individual investor must deduct the lesser of his or her tax credit or $60,000 against tax otherwise payable under the B.C. Tax Act for that taxation year. To the extent that the tax credit of the individual exceeds the amount of provincial taxes payable, the individual will be entitled to a refund of the difference between the lesser of $60,000 or his or her tax credit and the tax otherwise payable, after deducting certain other credits available under the B.C. Tax Act.

In administering the refund process, the refund must first apply to offset other amounts payable, including arrears under both the Tax Act and the B.C. Tax Act. An individual shareholder may claim a tax credit in respect of the prior taxation year if the shares of an EBC are purchased within the first 60 days of the next ensuing taxation year.

If an individual Purchaser resides in British Columbia at the date of the subscription for shares but resides outside the province at the end of the year, this may affect the individual's ability to claim the tax credit. Individual shareholders who plan to move outside of British Columbia before year-end are urged to consult with their professional advisors about their eligibility to claim the tax credit.

A Purchaser that is a company must deduct the tax credit earned in the taxation year from tax otherwise payable by the company under the B.C. Tax Act; there is no annual limit on the tax credit for companies. A company is not entitled to a refund in respect of a taxation year if the amount of the tax credit exceeds the amount of its tax otherwise payable under the B.C. Tax Act for the taxation year.

A tax credit not so utilized by a company may be carried forward for up to four subsequent taxation years and may be utilized to the extent that there is tax otherwise payable under the B.C. Tax Act in such taxation years.

In order for a Subscriber to the Company to retain the tax credit, the Subscriber must hold the Common Shares for a period of five years from the date of issuance. If the Subscriber sells, transfers, redeems or otherwise disposes of the Common Shares prior to the expiry of five years, the Subscriber will be liable to repay the tax credit.

Before an EBC, such as the Company, can raise equity capital and issue shares with tax credit availability it must have an authorization from the Equity Capital Program to do so. In order to obtain the authorization, the Company must be substantially engaged in a Qualifying Activity from the time of registration to five years after the date of the last investment for which an investor received a tax credit. The Company is substantially engaged in the Qualifying Activity of "manufacturing and processing of goods produced in British Columbia". The equity capital raised under this authorization must not be used for any Prohibited Purposes. Prohibited Purposes are defined as lending, investments outside British Columbia, investment in land unless incidental to an investment in a small business, acquiring securities, purchasing goods and services from an eligible investor or an associate of an eligible investor other than goods or services sold at fair market value, payment for all or part of a debt obligation, purchase or redemption of previously issued shares of the EBC or its affiliates, retirement of any part of a liability to a shareholder of the EBC, payment of dividends, except in prescribed circumstances the funding of all or a part of the purchase by an EBC of all or substantial assets of a proprietorship, partnership, joint venture, trust or corporation and purchase of any assets above fair market value.

All authorizations granted to EBCs are specific both with respect to the maximum amount of capital the EBC can raise and with respect to the length of time in which this raising of funds can occur. The Company was granted an initial authorization allowing it to raise capital of up to $2,500,000 on or before February 29, 2016. The Administrator of the SBVC Act has extended the authorization period to March 1, 2017.

Furthermore, the total amount of venture capital tax credits that may be issued each year to investors is limited by Section 29.1 of the SBVC Act and Section 21 of the SBVC Regulations. When the venture capital tax credit budget is reached, the Company's equity authorization will be suspended, and further investments in Common Shares will not qualify for tax credits under the SBVC Act.

No tax credits will be issued to Subscribers who purchase shares in an EBC that does not have a valid authorization to raise equity capital or where the authorization has expired or is suspended prior to the Subscriber's purchase of the Common Shares.

6.3 Eligibility for Registered Plans

Pursuant to the Tax Act, a share of the capital stock of a company not listed on a prescribed stock exchange in Canada would generally be a qualified investment for a trust governed by a registered retirement savings plan, registered retirement income fund or tax-free savings account (in any case, a "Registered Plan") at a particular time provided that at that time the following conditions are satisfied:

(i) The company was a Canadian company which was not controlled by one or more non-residents.

(ii) Substantially all of the fair market value of the company's assets at that time is attributable to assets that are used principally in an active business carried on primarily in Canada by the company, or a related company, shares or indebtedness of such a company, or a combination of such assets.

If the company subsequently ceases to satisfy the foregoing conditions at any time, the shares will be deemed to be a "prohibited investment" for all Registered Plans, regardless of the number of shares owned, unless they are a qualified investment at that time under another relevant provision of the Tax Act. Penalty taxes will apply where a Registered Plan holds shares that are a prohibited investment.

Notwithstanding that shares of the capital stock of a company may otherwise be a qualified investment as described above, such shares will not be a qualified investment for a particular Registered Plan if they are a "prohibited investment" for that Registered Plan at the time of acquisition. In general terms, such shares will be a prohibited investment for a particular Registered Plan if the annuitant or holder of the Registered Plan (the "Plan-holder") does not deal at arm's length with the company, or has a "significant interest" in the company for the purposes of the Tax Act. Generally, a Plan-holder will have a significant interest in a company if the Registered Plan, the Plan-holder, and other persons not at arm's length with the Plan-holder together, directly or indirectly, own more than 10% of the shares of any class of shares of the company.

Not all securities are eligible for investment in a registered retirement savings plan ("RRSP"). You should consult your own professional advisers to obtain advice on the RRSP eligibility of these securities and the tax consequences of such a transfer. * The above disclosure was prepared by management of the company. It was reviewed by Bill Grossholz, CPA/CA, who opined that the disclosure is a complete and accurate representation of the acts and their regulations. In particular he reviewed the particular provisions of the *Income Tax Act* (Canada), the *Income Tax Act* (British Columbia) and the *Small Business Venture Act* (British Columbia) and regulations. Mr. Grossholz also

made inquiries with the *Investment Capital Branch* of the Province of British Columbia, administrator of the *Capital Equity Program*.

ITEM 7 COMPENSATION PAID TO SELLERS AND FINDERS

The Common Shares are being offered for sale by the Company directly through directors, officers, employees and other duly authorized persons of the Company in reliance upon exemptions from the registration and prospectus requirements of applicable securities legislation. See Item 1.1 "*Net Funds*".

No non-arm's length person will be paid a commission or fee for the sale of Common Shares.

The Company may appoint one or more registered dealers to serve, on an exclusive or non-exclusive basis, as the Company's agents to offer the Common Shares for sale to eligible Subscribers on a best efforts basis. The Company has not currently retained a registered dealer

Should the Company engage one or more registered dealers the Company proposes to negotiate that the dealer will receive (i) a one-time fee as a due diligence fee of not more than $5000, and (ii) will receive a cash commission of up to 10% of the amount of the Common Shares sold by the dealer. Exempt Market Dealers may, at their option assign some portion of the Commissions to other qualified syndicate partners or dealing representatives.

Exempt Market Dealers will be arms- length to the Company and its directors, officers and employees.

Save and except as disclosed herein, there are no payments in cash, securities or other consideration being-made, or to be made, to a promoter, finder or any other person or company in connection with this Offering.

ITEM 8 RISK FACTORS

This is a speculative offering. The purchase of Common Shares involves a number of significant risk factors and is suitable only for investors who have no immediate need for liquidity and are prepared to lose the entirety of their investment. Prospective Subscribers of Common Shares should consider the following risks in connection with purchasing Common Shares in addition to the factors set forth elsewhere in this Offering Memorandum. Any, all or a portion of these risks, or other as yet unidentified and unforeseen risks, may have a materially adverse effect on all or any of the Company, the Common Shares, the potential tax benefits of an investment in the Common Shares and the business of the Company. The Company strongly advises that prospective investors should consult with their own legal, tax and financial advisers with respects to these matters. Subscribers should consider the following:

Investment Risk

Speculative Nature of Investment
This is a highly speculative Offering. There is no assurance of a positive, or any, return on an investment in the Common Shares. The purchase of the Common Shares involves a number of significant risks and is suitable only for investors who are able to risk a total loss of their investment and who have no immediate need for liquidity. The Company strongly recommends that prospective investors consult with their own independent legal, tax, investment and financial advisors to assess the appropriateness of an investment in the Common Shares given their particular financial circumstances and investment objectives prior to purchasing any Common Shares.

No Market for the Shares
There is no market through which the Common Shares may be sold and there are no assurances that any

market will develop in the future. It may be difficult or impossible to resell the Common Shares or to pledge the Common Shares as collateral for a loan. Accordingly, an investment in the shares should only be considered by investors who are able to bear the economic risk of a long-term investment and do not require liquidity. The Common Shares are subject to restrictions on trading both because the SBVC Act requires a five year hold (a trade in that time period requires refund of the tax credit) and because any sale would require an exemption from trading prohibitions under securities laws and additionally no suitable purchaser may be found. Moreover the Common Shares will be subordinate to all loan facilities, creditors, preferred shares and other claimants to the assets of the Company.

No Review by Regulatory Authorities
This Offering Memorandum constitutes a private offering of the Common Shares by the Company only in those jurisdictions where and to those persons whom they may be lawfully offered for sale under exemptions under applicable securities legislation. This Offering Memorandum is not, and under no circumstances is to be construed as, a prospectus. Subscribers to this Offering Memorandum will not have the benefit of a review of the material by any regulatory authority.

Arbitrary Determination of Price
The offering price for the Common Shares was arbitrarily determined by the Company and is based on management's criteria of value from their industry experience. Quite specifically, it should be recognized that, as there is no existing market for the Common Shares it is impossible, except for the results of the sale of such Common Shares under this Offering, to determine at what price, if anything, the Common Shares would sell if a market did exist. In addition, the price per Common Share paid by Subscribers may be less or greater than the Common Share net asset value of the Company at the time of purchase.

Risk of No Return on Investment
There is no assurance that the business of the Company will be operated successfully, or that the business will generate sufficient income to allow Subscribers to recoup their investment. There is no assurance that an investment in the Common Shares will earn a specified rate of return or any return over the life of the Company. There is no assurance that any dividends will be authorized and paid.

Uncertainty of Additional Financing
This Offering is not subject to any minimum subscription level. The monies raised hereunder will not be sufficient to permit the Company to execute its business plan or objectives as contemplated herein. The Company requires substantially more capital, loans and/or revenue to have the opportunity to achieve its business plan. The Company does not have any commitments to obtain additional financing and there is no assurance that the Company will be able to arrange for such financing, or that such financing will be available on commercially reasonable terms. The failure to obtain such financing on a timely basis will have a material adverse effect on the Company, including default of the Pacific Breeze Contracts missed acquisition opportunities and reduced or terminated operations. The additional issuance of equity securities will result in the substantial dilution to the investor and the Company's existing shareholders.

Equity Capital Authorizations
No tax credits will be issued to Subscribers who purchase shares in an EBC that does not have a valid authorization to raise equity capital or where the authorization has expired or is suspended prior to the subscriber's purchase of shares. There is a risk that the Company will not comply with the requirements of the SBVC Act and a Subscriber would not receive a tax credit equal to 30% of the amount paid by the Subscriber for the Common Shares.

Tax-Related
A decision to purchase the Common Shares should be based primarily on an appraisal of the merits of the investment and on a subscriber's ability to bear a possible loss and not on any tax benefits that may be obtained. Subscribers acquiring the Common Shares with a view to obtaining potential tax advantages

from the Common Shares should obtain independent tax advice from a tax advisor who is knowledgeable in the relevant areas of income tax law. Federal and provincial income tax legislation may be amended, or their interpretation changed.

Change in Qualified Investment Status

Common Shares that are a qualified investment for an RRSP, RRIF, LIP or TFSA at the time of acquisition based on the Company's assets, ownership and activities at that time meeting the requirements for a specified Canadian controlled small business company may become a "prohibited investment" for all such plans if a change in the Company's assets or activities causes it to cease to meet those requirements. If the Common Shares become a prohibited investment, penalty taxes will be applicable to Holders continuing to hold Common Shares in their RRSP, RRIF or TFSA.

Risks Specific to the Company

Lack of Operating History

The Company is a start-up company with no history of business operations or earnings record. The Company currently has signed an agreement to operate the assets of Pacific Breeze and to purchase some of the assets of Pacific Breeze including equipment, grapes, glass, brands, customers and other required inputs. Pacific Breeze has operated successfully for 10 years and markets such brands as Killer Cab, Can't Remember and the Pacific Breeze named brands such as Obsidian Ridge Cabernet Sauvignon, Chardonnay or Sauvignon Blanc. There is no assurance that the new Revelation Cellars varietals will have a market or that the public will continue to buy the existing Pacific Breeze brands being acquired. There is no assurance that the Company will be able to complete its financing and construction of the new winery or operate profitably over the short or long term. There is no assurance that the Company will earn profits, or that profitability, if achieved, will be sustained. There is no assurance that the Company will be permitted to acquire the Pacific Breeze winery license or acquire its own license. There is no assurance that some or all of the activities conducted by the Company qualify for SBVS Act acceptance and that accordingly the tax credit allocations may fail. Subscribers will have to rely on the expertise and good faith of management to raise additional financing, and develop the business of the Company. No assurance can be given that the Company's efforts will result in the successful development of the proposed business. If the Company's efforts are unsuccessful over a prolonged period, the Company may have insufficient working capital to continue to meet its ongoing obligations and its ability to obtain additional financing necessary to continue operations may also be adversely affected. Even if the Company is successful in developing its proposed business, there is no assurance that production will be profitable.

Reliance on the Directors and Officers

The Company has a small management team and the unexpected loss of any of these individuals would have a serious impact on the business. Specifically, the Company is dependent upon the skills of the management team listed in item 3 for the successful operation of its business. At present, there is no key-man insurance in place for any members of the management team. The loss of services of any of these personnel could have a material adverse effect on the business of the Company. Subscribers must also rely on the directors' ability to develop the business and make appropriate decisions in respect of the management thereof. Subscribers who are not willing to rely on the sole discretion and judgment of the directors and officers of the Company should not subscribe for the Common Shares. The Company also relies on a team of consultants to carry out its business objectives and the unexpected loss of any of these consultants could have a serious impact on the business. Subscribers must be prepared to rely solely on the director's and officer's ability to develop the proposed business and contract vineyards to grow the business successfully.

Conflicts of Interest

The directors and officers of the Company are not in any way limited or affected in their ability to carry on other transactions or business ventures for their own account or for the account of others, and may be engaged in the ownership, acquisition and operation of businesses which compete with the Company. Investment in the Company will not carry with it the right for either the Company or any subscriber to invest in any other property or venture of the directors and officers of the Company, or to any profit therefrom or to any interest therein. The directors and officers have a responsibility to identify and acquire suitable acquisition targets on behalf of the Company. To the extent that an opportunity arises to enter into such an agreement, the directors of the Company have the discretion to determine whether the Company will avail itself of the investment opportunity and, if it does not, any of the directors and officers of the Company shall be able to decide amongst themselves whether to pursue the opportunity for their respective accounts. If the investment opportunity did not arise solely from their activities on behalf of the Company, the directors and officers of the Company have no obligation to offer an investment opportunity to the Company. Future conflicts of interest will be dealt with in accordance with applicable laws, statutes and regulations.

Inability to Manage Growth
If the Company is unable to effectively manage its planned growth and expansion, its growth strategy could be negatively affected. Any inability to manage growth effectively could have a material adverse effect on the business, results of operations and financial condition of the Company.

Inability to Fulfill the Pacific Breeze Contracts and Obligations
In the event the Company cannot assume or pay the bank debt of Pacific Breeze the Asset Purchase Agreement will not close, the promissory note therein provided will not issue, the purchase of the Company's initial assets will not occur and the Company may or will not be able to commence business. In the event the promissory note due July 1, 2018 is not paid then the Company may be or will be subject to debt proceedings by Pacific Breeze.

Industry Risk
Government Regulation and Administrative Practices
In the event that government policies change affecting the Company's ability to qualify for SBVC Act registration or for wine license registration or for transfer of the Pacific Breeze license then the Company may be adversely affected in a material manner. Under such circumstances, the Company may not receive approval to obtain required liquor licenses to carry on its proposed business, develop other wineries or receive permits to sell its or other brands. Operations may be affected from time to time in varying degrees by political and environmental developments, such as restrictions on production, price controls, tax increases, expropriation of property, cancellation of licenses or permits, pollution controls and changes in conditions under which alcoholic beverages may be produced, marketed and sold. There is no assurance that the laws, regulations, policies or current administrative practices of any government body, organization or regulatory agency at the municipal, provincial and federal levels will not be changed, applied or interpreted in a manner which will fundamentally alter the ability of the Company to develop, operate, produce or market its products, facilities or operations. This includes the possibility of adverse public opinion, inter-provincial disputes, changes to regulations, policies or practices relating to prices, protectionist or other types of duties or tariffs, road access, land use, expropriation, environmental protection, or other protection of lands. The effect of these factors on the Company cannot be accurately predicted but they may have an adverse effect on the return to Subscribers. The actions, policies or regulations, or changes thereto, of any government body or regulatory agency, or other special interest group or groups, may have a detrimental effect on the business of the Company. Any or all of these situations may have a negative impact on the Company's ability to operate and its profitability, and hence the return to Subscribers.

Building, Occupancy Permit and Facilities
The commercial success of the Company is dependent upon the Company being able to acquire or lease facilities, receive occupancy and business permits, install production, develop the Urban Winery, conduct marketing and sales, acquire the necessary permits and acquire the necessary financing for all such matters. Any failure to achieve any of those factors would negatively affect the Company's business or pre-

vent it altogether. It is difficult to project the exact costs of developing and constructing the first Urban Winery and any future facilities due to the inherent uncertainties of identifying and securing suitable sites, governmental regulations, environmental controls and other factors beyond the control of the Company. In addition to construction risks, there are inherent risks in obtaining necessary permits to commence development of a wine facility, including permits related to water, land, road access, transmission lines and other necessary approvals. Moreover, if such acquisitions are identified, the Company may determine that current markets, terms of acquisition and participation or pricing conditions make such acquisitions uneconomic.

Insurance
The Company, through its Operating and Management Services Agreement with Pacific Breeze, currently has insurance policies commensurate to industry standards. There are certain risks to the Company becoming subject to liability for pollution, property damage, personal injury, death or other hazards. In addition, such risks and others such as fire may not, in all circumstances be insurable or, in certain circumstances, the Company may elect not to obtain insurance to deal with specific risks due to the high premiums associated with such insurance or other reasons. The payment of such uninsured liabilities would reduce the funds available to the Company. The occurrence of a significant event that the Company is not fully insured against, or the insolvency of the insurer of such event, could have a material adverse effect on the Company's financial position, results of operations or prospects.

Environmental Risks
Although the Company intends to purchase grapes from vineyards that employ reasonable farming and vinicultural processes, farming could present environmental risks and hazards and is subject to environmental regulation pursuant to a variety of international conventions and federal, provincial and municipal laws and regulations. It is possible that the company's suppliers could be adversely affected by environmental legislation or accidents. This could adversely affect a specific varietal and or production run, affect grape availability and affect cost, which could affect the Company in the short term.

Weather and Growing Conditions
Uncharacteristic droughts or rainfall and flooding could have detrimental effects over the growing season and may affect soil microorganisms. Wine composition is largely dependent on the mesoclimate and the microclimate and this means that for high quality wines to be produced, a climate-soil-variety equilibrium has to be maintained. The interaction between climate-soil-variety could affect the quality, quantity and cost of grapes from year to year. The suppliers to the Company are subject to weather and growing conditions risks that could affect the quality and prices or profit of the Company's products. Of all environmental factors, temperature seems to have the most profound effect on viticulture as the temperature during the winter dormancy affects the budding for the following growing season. Prolonged high temperature can have a negative impact on the quality of the grapes as well as the wine as it affects the development of grape components that give colour, aroma and accumulation of sugar, the loss of acids through respiration as well as the presence of other flavour compounds that give grapes their distinctive traits. Again the company is subject to the adverse conditions of its suppliers.

Competition
Competition within the wine industry is intense, and like most other profitable industries, competition is expected to increase in the future. Such competitors could materially and adversely affect the Company's business, results of operations and financial condition. The Company can offer no assurance that it will be able to respond effectively to various competitive factors affecting the wine industry. The Company will compete for available sales channels and brand and market share and year to year quality could affect sales and financial performance of the Company. The Company's ability to successfully bid on and acquire other properties could depend on outside factors beyond the Company's control.

Possible Change in Consumer Demand
There is always the risk of a reduction by consumers in consumption of alcoholic products and wine in

particular. Such a reduction would have a negative effect on the financial operations of the Company. Current trends show increased consumption of wine but that could change if consumer spending on disposable items is negatively impacted by economic conditions.

Each prospective Subscriber of the Common Shares should carefully consider the foregoing risk factors and consult his own professional advisors to assess income tax, legal and other aspects of an investment in the Common Shares.

ITEM 9 REPORTING OBLIGATIONS

The Company is not a reporting issuer as that term is defined in applicable securities legislation nor it is it presently intended to become a reporting issuer in any jurisdiction in Canada or elsewhere following the completion of the Offering of Common Shares by this Offering Memorandum. As a result, the Company will not be subject to the continuous disclosure requirements of such securities legislation, including requirements relating to the preparation and filing of audited annual financial statements and other financial information, the dissemination of news releases disclosing material changes in the business and affairs of the Company and the filing of material change reports. The Company is subject to the provisions of the Business Corporations Act (BC) and accordingly is required to provide annual financial statements and call annual meetings.

The Company will complete audited financial statements on an annual ongoing basis.
The Company's year-end is December 31. Each year the Company will audit its year-end financial statements for the period ending December 31.

ITEM 10 RESALE RESTRICTIONS

10.1 General Statement

The Common Shares sold to residents of British Columbia will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, you will not be able to trade the securities unless you comply with an exemption from the prospectus and registration requirements under securities legislation.

In addition to the securities law restrictions set out above, the SBVC Act requires that, as a condition of a Subscriber obtaining a tax credit of 30% of the purchase price for the Common Shares, the Subscriber must agree to hold the Common Shares for a period of not less than five years from the date of issue. Therefore, regardless of whether the Common Shares become eligible for trading under applicable securities laws prior to the expiry of five years, a Subscriber who purchases the Common Shares will nonetheless be prohibited from selling or transferring the Common Shares or having them redeemed or repurchased by the Company for a period of five years from the date of issue unless the subscriber is willing to accept the negative tax consequences of a refund of the tax credit and any penalties or interest thereof.

10.2 Restricted Period

Unless permitted under securities legislation, you cannot trade the securities before the date that is four months and a day after the date the Company becomes a reporting issuer in any province or territory of Canada. **The Company does not currently propose to become a reporting issuer and consequently, this restriction on trading may never expire**.

ITEM 11 PURCHASER'S RIGHTS

If you purchase these securities you will have certain rights, some of which are described below. For information about your rights, you should consult a lawyer.

1. **Two-Day Cancellation Right**

You can cancel your agreement to purchase these securities. To do so, you must send a notice to us by midnight on the second business day after you sign the agreement to buy the securities.

2. **Statutory Rights of Action in the Event of a Misrepresentation**

If there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

(a) the Company to cancel your agreement to buy the Offered Securities; or

(b) for damages against the Company, and any legally responsible person who was legally responsible for the misrepresentation.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have the right to sue. In particular, the Company would have a defence if you knew of the misrepresentation when you purchased the Offered Securities.

In British Columbia, under the Security Act, if you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action for recission of the Subscription Agreement within 180 days from the date of the transaction. In any case other than recission you must commence your action for damages within the earlier of 180 days after learning of the misrepresentation or three years after the date of the transaction that gave rise to the cause of action. The British Columbia Limitation Act was recently amended to provide for a two year limitation from the date of knowledge of the cause of action. This may serve to reduce the period for an action.

ITEM 12 FINANCIAL STATEMENTS

The following audited and unaudited financial statements of the Company are included in this Offering Memorandum:

Audited Financial Statements for the fiscal period to December 31, 2015;

Unaudited quarterly financial statement of the Company for the six months ended June 30, 2016.

Shannon & Company
CHARTERED PROFESSIONAL ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Shareholders of Revelation Cellars Inc.:

We have audited the accompanying financial statements of Revelation Cellars Inc. ("the Company"), which comprise the Statement of financial position as at December 31, 2015 and the statements of loss and comprehensive loss, changes in shareholders' equity and cash flows for the period from incorporation on July 10, 2015 to December 31, 2015.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with Canadian auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained in our audit is sufficient and appropriate to provide a basis for our audit opinion.

Basis for Qualified Opinion
We were initially appointed auditors on June 13, 2016 which was subsequent to the end of the Company's fiscal year. As a consequence we were not present for the December 31, 2015 year end inventory count. Accordingly, we were not able to determine the accuracy of the count conducted and the accuracy of the year end inventory balance. Since inventory enters into the determination of the results of the operations, we were unable to determine whether adjustments related to the year end count were necessary for inventory, cost of sales, net loss for the year and closing retained deficit.

Qualified Opinion
In our opinion, except for the effects of the matters described in the Basis for Qualified Opinion paragraph, the financial statements present fairly, in all material respects, the financial position of the Company as at December 31, 2015, and their financial performance and their cash flows for the period ended December 31, 2015 in accordance with International Financial Reporting Standards.

Shannon & Company

North Vancouver, British Columbia

September 12, 2016

Shannon & Company

Chartered Professional Accountants

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REVELATION CELLARS INC.

West Vancouver, BC

FINANCIAL STATEMENTS

December 31, 2015

REVELATION CELLARS INC.

STATEMENT OF LOSS AND COMPREHENSIVE LOSS
For the fiscal period from incorporation on July 10, 2015 to December 31, 2015

	December 31, 2015 $
Expenses	
Advertising	**2,825**
Bank charges	**119**
Dues and subscriptions	**788**
Meals and entertainment	**2,226**
Occupancy costs	**105**
Office	**1,068**
Professional fees	**10,000**
	17,131
Net loss and comprehensive loss	**(17,131)**

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

REVELATION CELLARS INC.

STATEMENT OF RETAINED EARNINGS
For the fiscal period from incorporation on July 10, 2015 to December 31, 2015

	2015 $
Balance (deficit), beginning	-
Net loss and comprehensive loss	(17,131)
Deficit, ending	(17,131)

REVELATION CELLARS INC.

STATEMENT OF FINANCIAL POSITION

As at December 31, 2015

	December 31, 2015 $
Assets	
Current	
Cash	**56**
Inventory (Note 4)	**30,000**
	30,056
Liabilities	
Current	
Accounts payable and accrued liabilities (Note 5)	**5,787**
Due to shareholders (Note 6)	**1,391**
	7,178
Shareholders' Equity	
Share capital (Note 7)	**40,009**
Deficit	**(17,131)**
	22,878
	30,056

Approved by Director:

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

REVELATION CELLARS INC.

STATEMENT OF CASH FLOWS
For the fiscal period from incorporation on July 10, 2015 to December 31, 2015

	December 31, 2015 $
Cash provided by (used in):	
Operating activities	
Net loss and comprehensive loss	**(17,131)**
Changes in non-cash working capital balances	
Inventory	**(30,000)**
Accounts payable	**5,787**
	(41,344)
Cash flows related to financing activities	
Issue of common shares	**40,009**
Advances from shareholders (net)	**1,391**
	41,400
Net increase in cash	**56**
Cash, ending	**56**
Cash represented by:	
Cash on hand and balances with banks	**56**

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

REVELATION CELLARS INC.

NOTES

For the fiscal period from incorporation on July 10, 2015 to December 31, 2015

Note 1 Nature of Operations

Revelation Cellars Inc. ("the Company") was incorporated on July 10, 2015 under the Business Corporations Act of British Columbia and produces and markets grapes and wines. The Company's head office is located at 5759 Westport Road, West Vancouver, BC.

These financial statements have been approved and authorized for issue by the Board of Directors on August 24, 2016.

Note 2 Basis of presentation

These financial statements have been prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board ("IASB").

The Company's functional and presentation currency is the Canadian dollar.

The preparation of financial statements in compliance with IFRS requires management to make certain critical accounting estimates. It also requires management to exercise judgment in applying the Company's accounting policies. The areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the financial statements are disclosed in Note 3.

Basis of measurement

These financial statements have been prepared under the historical cost convention.

Going Concern of operations

The application of the going concern basis of presentation assumes that the company will continue in operation for the foreseeable future and be able to realize their assets and discharge their liabilities and commitments in the normal course of business. Based on management's assessment, the company will be able to continue as a going concern for the foreseeable future; the accompanying financial statements have been prepared on a going concern basis.

The Company's continuing operations as intended and going concern ability are dependent upon its ability to raise sufficient capital from its equity raise to complete its business plan and from the acquisiton of the assets of an existing operating winery. If sufficient capital is not raised from the equity raise the current majority shareholders of the Company will contribute the required capital to maintain operations while the Company continues to raise equity.

Note 3 Summary of significant accounting policies

Cash and cash equivalents

Cash and cash equivalents includes cash on hand, deposits with banks, other short-term highly liquid investments with original maturities of three months or less. Bank overdrafts are shown within bank indebtedness in current liabilities on the statement of financial position.

Note 3 Summary of significant accounting policies (Continued)

Inventory

The cost of inventory comprises all costs of purchase, costs of conversion and other costs incurred in bringing the inventories to their present location and condition. The costs of purchase comprise the purchase price, import duties, non-recoverable taxes, transport, handling and other costs directly attributable to the acquisition.

The costs of conversion include costs directly related to units of production and other costs incurred to convert grapes into bulk wine and bottled wine.

Inventories are measured at the lower of cost and net realizable value, with cost being determined using the weighted-average cost method. Net realizable value is the estimated selling price in the ordinary course of business less estimated costs sell.

Inventories are written down to net realizable value when the cost of inventories is not estimated to be recoverable. The cost of inventories may not be recoverable if those inventories have been damaged, become obsolete, selling prices have declined or their estimated costs of completion or the estimated costs to be incurred to make the sale have increased.

The amount of any write-downs of inventories to net realizable value and all losses of inventories are recognized as an expense, and included in cost of sales, in the period the write-down or loss occurs.

When the circumstances that previously caused the inventories to be written down below cost no longer exist or when there is clear evidence of an increase in net realizable value because of a changed economic circumstance, the amount of write-down is reversed in the period of change.

The amount of any reversal of write-down of inventories, arising from an increase in net realizable value, is recognized as a reduction in the amount of inventories expense in the period in which the reversal occurs. The reversal is limited to the amount of the original write-down.

Financial instruments

The Company classifies its financial instruments into the following categories: loans and receivables, liabilities at amortized cost, available-for-sale investments and financial assets and liabilities at fair value through profit or loss.

The Company classifies accounts payables and accruals, bank indebtednes and bank loans as liabilities at amortized cost. Accounts payables and accruals are initially measured at the amount to be paid, which approximates fair value because of the short-term nature of these liabilities. Subsequently, they are measured at amortized cost. Bank indebtedness and bank loans are measured initially at fair value, net of transaction costs incurred, and subsequently at amortized costs using the effective interest method.

Receivables and due from shareholders' are classified as loans and receivables. Receivables are primarily amounts due from customers from the sale of goods or the rendering of services. The Company maintains an allowance for doubtful accounts to record an estimate of credit losses. When no recovery of an amount owing is possible, the receivable is reduced directly.

Transaction costs related to loans are netted against the carrying value of the liability and are then amortized over the expected life of the instrument using the effective interest method. The Company recognizes financial instruments when it becomes a party to the terms of the instrument and has elected to use "trade date" accounting for regular way purchases and sales of financial assets.

Note 3 Summary of significant accounting policies (Continued)

Financial instruments - Continued

Embedded derivatives (elements of contracts whose cash flows move independently from the host contract similar to a stand-alone derivative) are required to be separated and measured at fair values if certain criteria are met. Management reviewed its contracts and determined that the Company does not currently have any embedded derivatives in these contracts that require separate accounting and disclosure.

Shareholders' equity

Share capital represents the nominal value of shares that have been issued. Any transaction costs associated with the issuing of shares are deducted from share capital.

Income taxes

Tax expense comprises current and deferred tax. Current tax and deferred tax are recognized in profit or loss except to the extent that it relates to a business combination or other items recognized directly in equity or in other comprehensive income.

Current tax is the expected tax payable or receivable on taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years.

Deferred taxes are calculated using the liability method on temporary differences between the carrying amounts of assets and liabilities and their tax bases. However, deferred tax is not recognized on the initial recognition of goodwill, on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss at the time of the transaction, and on temporary differences relating to investments in subsidiaries and jointly controlled entities where the reversal of these temporary differences can be controlled by the Company and it is probable that reversal will not occur in the foreseeable future.

Deferred tax assets and liabilities are measured, without discounting, at the tax rates that are expected to apply when the assets are recovered and the liabilities settled, based on tax rates that have been enacted or substantively enacted by the reporting date.

A deferred tax asset is recognized for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow the related tax benefit to be utilized.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to set off current tax assets against current tax liabilities, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different taxable entities which intend either to settle current tax liabilities and assets on a net basis, or to realize the assets and settle the liabilities simultaneously, in each future period in which significant amounts of deferred tax liabilities and assets are expected to be settled or recovered.

Note 3 Summary of significant accounting policies (Continued)

Provisions

Provisions are recognized when present obligations as a result of a past event will probably lead to an outflow of economic resources from the Company and amounts can be estimated reliably. Timing or amount of the outflow may still be uncertain. A present obligation arises from the presence of a legal or constructive commitment that has resulted from past events, for example, legal disputes or onerous contracts. Provisions are not recognized for future operating losses.

Provisions are measured at the estimated expenditure required to settle the present obligation, based on the most reliable evidence available at the reporting date, including the risks and uncertainties associated with the present obligation.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. Provisions are discounted to their present values, where the time value of money is material.

Any reimbursement that the Company can be virtually certain to collect from a third party with respect to the obligation is recognized as a separate asset. However, this asset may not exceed the amount of the related provision.

All provisions are reviewed at each reporting date and adjusted to reflect the current best estimate.

Estimates

When preparing the financial statements, management undertakes a number of estimates and assumptions about the recognition and measurement of assets, liabilities, income and expenses. Estimates and assumptions are continually evaluated based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Information about significant estimates and assumptions that have the most significant effect on the recognition and measurement of assets, liabilities, income and expense are discussed below. In the future, actual experience may differ from these estimates and assumptions.

- Financial instruments

Financial assets and liabilities are designated upon inception to various classifications. The designation determines the method by which the financial instruments are carried on the statement of financial position subsequent to inception and how changes in value are recorded. The designation may require the Company to make certain judgments, taking into account management's intention of the use of the financial instruments.

- Inventory

Management estimates the net realizable values of inventory, taking into account the most reliable evidence available at each reporting date. The future realization of the inventory may be affected by future technology or other market-driven changes that may reduce future selling prices.

REVELATION CELLARS INC.

NOTES

For the fiscal period from incorporation on July 10, 2015 to December 31, 2015

Note 4 Inventory

	2015 $
Raw Materials - Grapes	30,000

Note 5 Accounts payable and accrued liabilities

	2015 $
Trade payables	787
Accrued liabilities	5,000
	5,787

Note 6 Due to shareholders

	2015 $
Due to shareholders	
Robert Fraser	1,391

Amounts due from/ to shareholders are unsecured, non-interest bearing and without specific terms of repayment.

Note 7 Share capital

Authorized: Unlimited common shares without par value

			2015 $
Issued:	12,003,000	common shares	40,009

Note 8 Financial instruments classification and fair values

The following provides an analysis of financial instruments that are measured, subsequent to initial recognition, at fair value, grouped into Levels 1 to 3 based on the degree to which the fair value is observable:

- Level 1 fair value measurements are those derived from quoted prices (unadjusted) in active markets for identical assets or liabilities using the last bid price;
- Level 2 fair value measurements are those derived from inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and
- Level 3 fair value measurements are those derived from valuation techniques that include inputs for the asset or liability that are not based on observable market data (unobservable inputs).

The level in the fair value hierarchy within which the financial asset or financial liability is categorized is determined on the basis of the lowest level of input that is significant to the fair value measurement. Financial assets and financial liabilities are classified in their entirety into only one of three levels.

As at December 31, 2015, there are no financial instruments carried at fair value and consequently, no financial instruments categorized into Level's 1, 2 or 3 or transfers between Level 1 and 2 for the period then ended.

Note 9 Financial instruments risk management

The Company is exposed to various risks in relation to its financial instruments. The Company's financial assets and liabilities are summarized by category in Note 3. The main risks the Company is exposed to through its financial instruments are credit risk, liquidity risk and market risk.

Credit risk

Credit risk is the risk of loss resulting from the failure of a borrower or counter party to honour its financial or contractual obligation to the Company. Credit risk primarily arises from receivables and due from shareholders. The Company's policy is to deal only with creditworthy counterparties.

The maximum exposure of the Company to credit risk is the carrying amount of the receivables and due from shareholders disclosed on the statement of financial position.

Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting the obligations associated with its financial liabilities. The Company is exposed to this risk mainly in respect of its accounts payables and accruals, and due to shareholders.

Market risk

Market risk is the risk that the fair value or expected future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: currency risk, interest rate risk and other price risk.

Note 10 Capital management

The Company's objective when managing capital is to safeguard the Company's ability as a going concern, to provide an adequate return to shareholders and to meet external capital requirements.

The Company's capital consists of cash, due to shareholders and shareholders' equity. The primary uses of capital are to make increases to non-cash working capital and fund maintenance and growth related capital expenditures. In order to meet the Company's objectives in managing capital, the Company prepares annual budgets of cash, earnings and capital expenditures that are updated during the year as necessary. The annual budget is approved by the Board of Directors.

Note 11 Related party transactions

The Company's related parties include key management, as those persons having authority and responsibility for planning, directing and controlling the activities of the Company, including directors and management. Unless otherwise stated, none of the transactions incorporate special terms and conditions and no guarantees were given or received.

The Company entered into the following transactions with related parties, which are defined by IAS 24 *Related party disclosure*.

	2015 $
Robert Fraser - expense reimbursements	1,391
Fernandez Young LLP - professional fees accrued payable to a company owned by a shareholder	5,000

These transactions are in the normal course of operations and have been recorded at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

Note 12 Subsequent events

The Company has signed a "Letter of Intent" to acquire a portion of the assets of an existing winery located in New Westminster British Columbia. The Company will acquire a portion of the existing wineries equipment, grapes, fermenting juice, barrels, bottles, brands, and customers allowing the Company to not only execute its own business plan but also accelerate the time to market its wine brands.

REVELATION CELLARS INC.

West Vancouver, BC

FINANCIAL STATEMENTS

March 31, 2016

UNAUDITED INTERIM FINANCIAL STATEMENTS

In accordance with National Instrument 51-102 Part 4, subsection 4.3(3)(a) released by the Canadian Securities Administrators, the Company discloses that its auditors have not reviewed the unaudited interim financial statements for the three months ended March 31, 2016.

The accompanying unaudited interim financial statements of the Company have been prepared by, and are the responsibility of, the Company's management.

REVELATION CELLARS INC.

STATEMENT OF LOSS AND COMPREHENSIVE LOSS

For the three month period ended March 31, 2016

	January 1, 2016 to March 31, 2016 (3 months) $
Expenses	
Interest and bank charges	**73**
Loss before other expense	**(73)**
Other expense	**(19)**
Net loss and comprehensive loss	**(92)**

The Company was incorproated on July 10, 2015 and accordingly, no coresspinding comparative nformation is presented.

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

REVELATION CELLARS INC.

STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY

For the fiscal period from incorporation on July 10, 2015 to December 31, 2015
and for the period of January 1, 2016 to March 31, 2016

	Share Capital	Deficit	Total
Balance at beginning of period	**$ -**	**$ -**	**$ -**
Issue of common shares	40,009	-	**40,009**
Net loss and comprehensive loss	-	(17,131)	**(17,131)**
Balance at December 31, 2015	**$ 40,009**	**$ (17,131)**	**$ 22,878**
Issue of common shares	-	-	**-**
Net loss and comprehensive loss	-	(92)	**(92)**
Balance at March 31, 2016	**$ 40,009**	**$ (17,223)**	**$ 22,786**

The accompanying notes are an integral part of these financial statements

REVELATION CELLARS INC.

STATEMENT OF FINANCIAL POSITION

As at March 31, 2016 and December 31, 2015

	March 31, 2016 $	December 31, 2015 $
Assets		
Current		
Cash	**-**	56
Inventory (Note 4)	**30,000**	30,000
	30,000	30,056
Liabilities		
Current		
Bank indebtedness	**3**	-
Accounts payable and accrued liabilities (Note 5)	**5,787**	5,787
Due to shareholders (Note 6)	**1,424**	1,391
	7,214	7,178
Shareholders' Equity		
Share capital (Note 7)	**40,009**	40,009
Deficit	**(17,223)**	(17,131)
	22,786	22,878
	30,000	30,056

Approved by Director:

____

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

REVELATION CELLARS INC.

STATEMENT OF CASH FLOWS

For the three month period ended March 31, 2016

	March 31, 2016 $
Cash provided by (used in):	
Operating activities	
Net loss and comprehensive loss	**(92)**
Cash flows related to financing activities	
Advances from shareholders	**33**
Net increase in cash	**(59)**
Cash, beginning	**56**
Cash, ending	**(3)**
Cash represented by:	
Bank indebtedness	**(3)**

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

Note 1 Nature of Operations

Revelation Cellars Inc. (“the Company”) was incorporated on July 10, 2015 under the Business Corporations Act of British Columbia and produces and markets grapes and wines. The Company’s head office is located at 5759 Westport Road, West Vancouver, BC.

These financial statements have been approved and authorized for issue by the Board of Directors on September 13, 2016.

Note 2 Basis of presentation

These financial statements have been prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (“IASB”).

The Company’s functional and presentation currency is the Canadian dollar.

The preparation of financial statements in compliance with IFRS requires management to make certain critical accounting estimates. It also requires management to exercise judgment in applying the Company’s accounting policies. The areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the financial statements are disclosed in Note 3.

Basis of measurement

These financial statements have been prepared under the historical cost convention.

Going Concern of operations

The application of the going concern basis of presentation assumes that the company will continue in operation for the foreseeable future and be able to realize their assets and discharge their liabilities and commitments in the normal course of business. Based on management’s assessment, the company will be able to continue as a going concern for the foreseeable future; the accompanying financial statements have been prepared on a going concern basis.

The Company's continuing operations as intended and going concern ability are dependent upon its ability to raise sufficient capital from its equity raise to complete its business plan and from the acquisition of the assets of an existing operating winery. If sufficient capital is not raised from the equity raise the current majority shareholders of the Company will contribute the required capital to maintain operations while the Company continues to raise equity.

Note 3 Summary of significant accounting policies

Cash and cash equivalents

Cash and cash equivalents includes cash on hand, deposits with banks, other short-term highly liquid investments with original maturities of three months or less. Bank overdrafts are shown within bank indebtedness in current liabilities on the statement of financial position.

Note 3 Summary of significant accounting policies (Continued)

Inventory

The cost of inventory comprises all costs of purchase, costs of conversion and other costs incurred in bringing the inventories to their present location and condition. The costs of purchase comprise the purchase price, import duties, non-recoverable taxes, transport, handling and other costs directly attributable to the acquisition.

The costs of conversion include costs directly related to units of production and other costs incurred to convert grapes into bulk wine and bottled wine.

Inventories are measured at the lower of cost and net realizable value, with cost being determined using the weighted-average cost method. Net realizable value is the estimated selling price in the ordinary course of business less estimated costs sell.

Inventories are written down to net realizable value when the cost of inventories is not estimated to be recoverable. The cost of inventories may not be recoverable if those inventories have been damaged, become obsolete, selling prices have declined or their estimated costs of completion or the estimated costs to be incurred to make the sale have increased.

The amount of any write-downs of inventories to net realizable value and all losses of inventories are recognized as an expense, and included in cost of sales, in the period the write-down or loss occurs.

When the circumstances that previously caused the inventories to be written down below cost no longer exist or when there is clear evidence of an increase in net realizable value because of a changed economic circumstance, the amount of write-down is reversed in the period of change.

The amount of any reversal of write-down of inventories, arising from an increase in net realizable value, is recognized as a reduction in the amount of inventories expense in the period in which the reversal occurs. The reversal is limited to the amount of the original write-down.

Financial instruments

The Company classifies its financial instruments into the following categories: loans and receivables, liabilities at amortized cost, available-for-sale investments and financial assets and liabilities at fair value through profit or loss.

The Company classifies accounts payables and accruals as liabilities at amortized cost. Accounts payables and accruals are initially measured at the amount to be paid, which approximates fair value because of the short-term nature of these liabilities. Subsequently, they are measured at amortized cost.

Receivables are classified as loans and receivables. Receivables are primarily amounts due from customers from the sale of goods or the rendering of services.

Embedded derivatives (elements of contracts whose cash flows move independently from the host contract similar to a stand-alone derivative) are required to be separated and measured at fair values if certain criteria are met. Management reviewed its contracts and determined that the Company does not currently have any embedded derivatives in these contracts that require separate accounting and disclosure.

Note 3 Summary of significant accounting policies (Continued)

Shareholders' equity

Share capital represents the nominal value of shares that have been issued. Any transaction costs associated with the issuing of shares are deducted from share capital.

Income taxes

Tax expense comprises current and deferred tax. Current tax and deferred tax are recognized in profit or loss except to the extent that it relates to a business combination or other items recognized directly in equity or in other comprehensive income.

Current tax is the expected tax payable or receivable on taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years.

Deferred taxes are calculated using the liability method on temporary differences between the carrying amounts of assets and liabilities and their tax bases. However, deferred tax is not recognized on the initial recognition of goodwill, on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss at the time of the transaction, and on temporary differences relating to investments in subsidiaries and jointly controlled entities where the reversal of these temporary differences can be controlled by the Company and it is probable that reversal will not occur in the foreseeable future.

Deferred tax assets and liabilities are measured, without discounting, at the tax rates that are expected to apply when the assets are recovered and the liabilities settled, based on tax rates that have been enacted or substantively enacted by the reporting date.

A deferred tax asset is recognized for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow the related tax benefit to be utilized.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to set off current tax assets against current tax liabilities, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different taxable entities which intend either to settle current tax liabilities and assets on a net basis, or to realize the assets and settle the liabilities simultaneously, in each future period in which significant amounts of deferred tax liabilities and assets are expected to be settled or recovered.

Note 3 Summary of significant accounting policies (Continued)

Provisions

Provisions are recognized when present obligations as a result of a past event will probably lead to an outflow of economic resources from the Company and amounts can be estimated reliably. Timing or amount of the outflow may still be uncertain. A present obligation arises from the presence of a legal or constructive commitment that has resulted from past events, for example, legal disputes or onerous contracts. Provisions are not recognized for future operating losses.

Provisions are measured at the estimated expenditure required to settle the present obligation, based on the most reliable evidence available at the reporting date, including the risks and uncertainties associated with the present obligation.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. Provisions are discounted to their present values, where the time value of money is material.

Any reimbursement that the Company can be virtually certain to collect from a third party with respect to the obligation is recognized as a separate asset. However, this asset may not exceed the amount of the related provision.

All provisions are reviewed at each reporting date and adjusted to reflect the current best estimate.

Estimates

When preparing the financial statements, management undertakes a number of estimates and assumptions about the recognition and measurement of assets, liabilities, income and expenses. Estimates and assumptions are continually evaluated based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Information about significant estimates and assumptions that have the most significant effect on the recognition and measurement of assets, liabilities, income and expense are discussed below. In the future, actual experience may differ from these estimates and assumptions.

- Financial instruments

Financial assets and liabilities are designated upon inception to various classifications. The designation determines the method by which the financial instruments are carried on the statement of financial position subsequent to inception and how changes in value are recorded. The designation may require the Company to make certain judgments, taking into account management's intention of the use of the financial instruments.

- Inventory

Management estimates the net realizable values of inventory, taking into account the most reliable evidence available at each reporting date. The future realization of the inventory may be affected by future technology or other market-driven changes that may reduce future selling prices.

Note 4 Inventory

	March 31, 2016 $	December 31, 2015 $
Raw Materials - Grapes	**30,000**	30,000

Note 5 Accounts payable and accrued liabilities

	March 31, 2016 $	December 31, 2015 $
Trade payables	**787**	787
Accrued liabilities	**5,000**	5,000
	5,787	5,787

Note 6 Due to shareholders

	March 31, 2016 $	December 31, 2015 $
Due to shareholders		
Robert Fraser	**1,124**	**1,391**

Amounts due from/ to shareholders are unsecured, non-interest bearing and without specific terms of repayment.

Note 7 Share capital

Authorized: Unlimited common shares without par value

			March 31, 2016 $	December 31, 2015 $
Issued:	12,003,000	common shares	**40,009**	40,009

Note 8 Financial instruments classification and fair values

The following provides an analysis of financial instruments that are measured, subsequent to initial recognition, at fair value, grouped into Levels 1 to 3 based on the degree to which the fair value is observable:

- Level 1 fair value measurements are those derived from quoted prices (unadjusted) in active markets for identical assets or liabilities using the last bid price;

- Level 2 fair value measurements are those derived from inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and

- Level 3 fair value measurements are those derived from valuation techniques that include inputs for the asset or liability that are not based on observable market data (unobservable inputs).

The level in the fair value hierarchy within which the financial asset or financial liability is categorized is determined on the basis of the lowest level of input that is significant to the fair value measurement. Financial assets and financial liabilities are classified in their entirety into only one of three levels.

As at March 31, 2016, there are no financial instruments carried at fair value and consequently, no financial instruments categorized into Level's 1, 2 or 3 or transfers between Level 1 and 2 for the period then ended.

Note 9 Financial instruments risk management

The Company is exposed to various risks in relation to its financial instruments. The Company's financial assets and liabilities are summarized by category in Note 3. The main risks the Company is exposed to through its financial instruments are credit risk, liquidity risk and market risk.

Credit risk

Credit risk is the risk of loss resulting from the failure of a borrower or counter party to honour its financial or contractual obligation to the Company. Credit risk primarily arises from receivables and due from shareholders. The Company's policy is to deal only with creditworthy counterparties.

The maximum exposure of the Company to credit risk is the carrying amount of the receivables and due from shareholders disclosed on the statement of financial position.

Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting the obligations associated with its financial liabilities. The Company is exposed to this risk mainly in respect of its accounts payables and accruals, and due to shareholders.

Market risk

Market risk is the risk that the fair value or expected future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: currency risk, interest rate risk and other price risk.

Note 10 Capital management

The Company's objective when managing capital is to safeguard the Company's ability as a going concern, to provide an adequate return to shareholders and to meet external capital requirements.

The Company's capital consists of cash, due to shareholders and shareholders' equity. The primary uses of capital are to make increases to non-cash working capital and fund maintenance and growth related capital expenditures. In order to meet the Company's objectives in managing capital, the Company prepares annual budgets of cash, earnings and capital expenditures that are updated during the year as necessary. The annual budget is approved by the Board of Directors.

Note 11 Related party transactions

The Company's related parties include key management, as those persons having authority and responsibility for planning, directing and controlling the activities of the Company, including directors and management. Unless otherwise stated, none of the transactions incorporate special terms and conditions and no guarantees were given or received.

The Company entered into the following transactions with related parties, which are defined by IAS 24 *Related party disclosure*.

	March 31, 2016 $	December 31, 2015 $
Robert Fraser - expense reimbursements	**31**	1,391
Fernandez Young LLP - professional fees	**-**	**5,000**

These transactions are in the normal course of operations and have been recorded at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

Note 12 Subsequent events

Subsequent to the date of these financial statements the Company has entered into the following material agreements:

1. "Asset Purchase Agreement" dated August 2, 2016, between the Company and Pacific Breeze Winery Ltd.

The material terms of that agreement are:

(i) At closing the Company is purchasing $1,964,759 of wine equipment and production inventory from Pacific Breeze, and

(ii) Closing will occur within 10 days of the Company paying (including by payment from Pacific Breeze revenue) or assuming the bank debt of Pacific Breeze. Bank debt is approximately $532,608. The remainder of the consideration to be paid ($1,432,151) will be paid by a promissory note due July 1, 2018. Commencing September 30, 2016 the Company must pay towards the bank debt (indirectly to the promissory note) not less than 25% of capital subscriptions and not less than $10,000 per month.

Note 12 Subsequent events (Continued)

2. "Operating and Management Services Agreement" dated August 2, 2016 between the Company and Pacific Breeze Winery Ltd. The material terms of that agreement are:

(i) The Company is to act as exclusive manager and with the authority equivalent to President and COO for all matters of the business of Pacific Breeze;

(ii) The Company is to effect the following goals:

a. To use the proceeds of sales of Pacific Breeze finished goods and the proceeds of sales of assets to the Company to pay Pacific Breeze bank debt servicing and pay-out, secondly, pay-out of Pacific Breeze shareholder loans, thirdly payment of dividends or other mutually agreed distributions to atotal of $1,600,000 to the shareholders (including payment of shareholder loans, such that total receipts of shareholders of loan repayment and dividends totals $1,600,000);

b. Until such time as the bank debt of Pacific Breeze is discharged the Company will allocate all revenue of Pacific Breeze to such debt and the Company shall subsidize all costs and overhead ofPacific Breeze commencing September 30, 2016;

c. In the event the licenses of Pacific Breeze are transferable to the Company, to windup the Company

(iii) In compensation for the Company's services the Company shall receive a fee of five percent (5%) of gross sales effected for Pacific Breeze after payment of the aggregate of the amounts of section (ii)A above the Company shall receive all revenue of sales and wind-up and value of the disposal of remaining assets of Pacific Breeze or may buy the remaining assets for the sum of $10.

(vi) Additional terms of Pacific Breeze are:

a. Appoint Maurice Hamilton of Pacific Breeze as a director of the Company

b. The Company will assume the responsibility for the Pacific Breeze BDC loan in the amount of $162,608 plus interest but that such transferred loan, or such amount of the debt as is paid shall become a debt of Pacific Breeze or shall be calculated as payment of consideration in the purchase of assets by the Company;

c. The Company will fund all operating costs of Pacific Breeze until the Purchase Price of the AssetPurchase Agreement is paid and while such payments may be regarded as a debt owed to the Company, no amount of operating costs paid by the Company shall be applied as payment of anyportion of the Purchase Price.

d. Grant unto all the shareholders of Pacific Breeze a put/option having the following terms:
(i) A put/option, for the Optionees to purchase an aggregate 1,200,000 common shares of the Company at $0.50 per share;

(ii) A put/option, for the Optionees to purchase an aggregate 600,000 common shares of the Company at $1.00 per share;

(iii) The Company may not exercise the aforesaid put except to the extent that the Pacific Breeze shareholders have received repayment of shareholder loans and distributions sufficient to pay the amount of the put exercised;

(iv) The Company shall effect reasonable best efforts to cause the exercise of the options by the Optionees to be registered for the small business venture tax credit under the Small Business Venture

Note 12 Subsequent events (Continued)

Capital Act of British Columbia; and

(v) At the election of the Company the Company may cause promissory note payments to Pacific Breeze to be credited to Optionee loans and thereafter credited to the exercise of options by the Optionees on a pro rata basis, subject to assurance that such may be effected without negative consequences to the small business venture tax credit.

(v) During the period that the Company's promissory note ("PN") to Pacific Breeze is unpaid, as to any part, the assets reflecting the unpaid amount of PN shall be maintained at the premises of Pacific Breeze and warehoused therein as security for Pacific Breeze. At no time shall production equipment be removed while the PN is unpaid as to any part. The Company shall be able to employ such assets to conduct its wine business on the premises of Pacific Breeze, together with the business of Pacific Breeze. In the event the PN is in unremedied default the Parties hereto shall cooperatively sell the assets (or return the same to Pacific Breeze at their cost if so elected by Pacific Breeze) and apply proceeds (or return values) to payment of the PN.

3. – Management Agreement of Robert Fraser dated August 1, 2016. The material terms of the agreement are as follows:

- Mr. Fraser is engaged as President and CEO of the Company for a term of one year renewable for one year;
- Compensation is $8000 per month fee with incentive fee of 1% of sales and discretionary bonuses;
- At the termination of the agreement a severance fee of one month fee will be payable;
- Mr. Fraser and other company personnel are the beneficiaries of of an indemnity provision in the event they incur liability in the service of the Company covering their costs and any liability other than fraud or criminal activity.

4. – Management Agreement of Gary Symons dated August 1, 2016. The material terms of the agreement are as follows:

- Mr. Symons is engaged as Chief Operating Officer of the Company for a term of one year renewable for one year;
- Compensation is $6000 per month fee with discretionary bonuses;
  - At the termination of the agreement a severance fee of one month fee will be payable;
  - Mr. Symons and other company personnel are the beneficiaries of of an indemnity provision in the event they incur liability in the service of the Company covering their costs and any liability other than fraud or criminal activity.

REVELATION CELLARS INC.

West Vancouver, BC

FINANCIAL STATEMENTS

June 30, 2016

UNAUDITED INTERIM FINANCIAL STATEMENTS

In accordance with National Instrument 51-102 Part 4, subsection 4.3(3)(a) released by the Canadian Securities Administrators, the Company discloses that its auditors have not reviewed the unaudited interim financial statements for the six months ended June 30, 2016.

The accompanying unaudited interim financial statements of the Company have been prepared by, and are the responsibility of, the Company's management.

REVELATION CELLARS INC.

STATEMENT OF LOSS AND COMPREHENSIVE LOSS

For the six month period ended June 30, 2016

	April 1, 2016 to June 30, 2016 (3 months) $	January 1, 2016 to June 30, 2016 (6 months) $
Expenses		
Advertising and promotion	**17,214**	**17,214**
Dues and subscriptions	**440**	**440**
Interest and bank charges	**169**	**242**
Management fees	**15,500**	**15,500**
Meals and entertainment	**1,561**	**1,561**
Occupancy costs	**6,000**	**6,000**
Office and miscellaneous	**557**	**557**
Professional fees	**9,810**	**9,810**
Telephone and utilities	**665**	**665**
Travel and automotive	**1,303**	**1,303**
	53,219	**53,292**
Loss before other expense	**(53,219)**	**(53,292)**
Other expense	**(29)**	**(48)**
Net loss and comprehensive loss	**(53,248)**	**(53,340)**

The Company was incorporated on July 10, 2015 and accordingly, no corresponding comparative information is presented.

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

REVELATION CELLARS INC.

STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY

For the fiscal period from incorporation on July 10, 2015 to December 31, 2015
and for the period of January 1, 2016 to June 30, 2016

	Share Capital	Deficit	Total
Balance at beginning of period	**$ -**	**$ -**	**$ -**
Issue of common shares	40,009	-	**40,009**
Net loss and comprehensive loss	-	(17,131)	**(17,131)**
Balance at December 31, 2015	**$ 40,009**	**$ (17,131)**	**$ 22,878**
Issue of common shares	53,000	-	**53,000**
Net loss and comprehensive loss	-	(53,340)	**(53,340)**
Balance at June 30, 2016	**$ 93,009**	**$ (70,471)**	**$ 22,538**

The accompanying notes are an integral part of these financial statements

REVELATION CELLARS INC.

STATEMENT OF FINANCIAL POSITION

As at June 30, 2016 and December 31, 2015

	June 30, 2016 $	December 31, 2015 $
Assets		
Current		
Cash	**9,588**	56
Goods and services tax receivable	**835**	-
Inventory (Note 4)	**25,381**	30,000
	35,804	30,056
Liabilities		
Current		
Accounts payable and accrued liabilities (Note 5)	**5,787**	5,787
Due to shareholders (Note 6)	**7,479**	1,391
	13,266	7,178
Shareholders' Equity		
Share capital (Note 7)	**93,009**	40,009
Deficit	**(70,471)**	(17,131)
	22,538	22,878
	35,804	30,056

Approved by Director:

____

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

REVELATION CELLARS INC.

STATEMENT OF CASH FLOWS

For the six month period ended June 30, 2016

	June 30, 2016 $
Cash provided by (used in):	
Operating activities	
Net loss and comprehensive loss	**(53,340)**
Changes in non-cash working capital balances	
Goods and services tax receivable	**(834)**
Inventory	**4,619**
	(49,555)
Cash flows related to financing activities	
Issue of common shares	**53,000**
Advances from shareholders	**6,087**
	59,087
Net increase in cash	**9,532**
Cash, beginning	**56**
Cash, ending	**9,588**
Cash represented by:	
Cash on hand and balances with banks	**9,588**

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

Note 1 Nature of Operations

Revelation Cellars Inc. (“the Company”) was incorporated on July 10, 2015 under the Business Corporations Act of British Columbia and produces and markets grapes and wines. The Company’s head office is located at 5759 Westport Road, West Vancouver, BC.

These financial statements have been approved and authorized for issue by the Board of Directors on September 13, 2016.

Note 2 Basis of presentation

These financial statements have been prepared in accordance with International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (“IASB”).

The Company’s functional and presentation currency is the Canadian dollar.

The preparation of financial statements in compliance with IFRS requires management to make certain critical accounting estimates. It also requires management to exercise judgment in applying the Company’s accounting policies. The areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the financial statements are disclosed in Note 3.

Basis of measurement

These financial statements have been prepared under the historical cost convention.

Going Concern of operations

The application of the going concern basis of presentation assumes that the company will continue in operation for the foreseeable future and be able to realize their assets and discharge their liabilities and commitments in the normal course of business. Based on management’s assessment, the company will be able to continue as a going concern for the foreseeable future; the accompanying financial statements have been prepared on a going concern basis.

The Company's continuing operations as intended and going concern ability are dependent upon its ability to raise sufficient capital from its equity raise to complete its business plan and from the acquisition of the assets of an existing operating winery. If sufficient capital is not raised from the equity raise the current majority shareholders of the Company will contribute the required capital to maintain operations while the Company continues to raise equity.

Note 3 Summary of significant accounting policies

Cash and cash equivalents

Cash and cash equivalents includes cash on hand, deposits with banks, other short-term highly liquid investments with original maturities of three months or less. Bank overdrafts are shown within bank indebtedness in current liabilities on the statement of financial position.

Note 3 Summary of significant accounting policies (Continued)

Inventory

The cost of inventory comprises all costs of purchase, costs of conversion and other costs incurred in bringing the inventories to their present location and condition. The costs of purchase comprise the purchase price, import duties, non-recoverable taxes, transport, handling and other costs directly attributable to the acquisition.

The costs of conversion include costs directly related to units of production and other costs incurred to convert grapes into bulk wine and bottled wine.

Inventories are measured at the lower of cost and net realizable value, with cost being determined using the weighted-average cost method. Net realizable value is the estimated selling price in the ordinary course of business less estimated costs sell.

Inventories are written down to net realizable value when the cost of inventories is not estimated to be recoverable. The cost of inventories may not be recoverable if those inventories have been damaged, become obsolete, selling prices have declined or their estimated costs of completion or the estimated costs to be incurred to make the sale have increased.

The amount of any write-downs of inventories to net realizable value and all losses of inventories are recognized as an expense, and included in cost of sales, in the period the write-down or loss occurs.

When the circumstances that previously caused the inventories to be written down below cost no longer exist or when there is clear evidence of an increase in net realizable value because of a changed economic circumstance, the amount of write-down is reversed in the period of change.

The amount of any reversal of write-down of inventories, arising from an increase in net realizable value, is recognized as a reduction in the amount of inventories expense in the period in which the reversal occurs. The reversal is limited to the amount of the original write-down.

Financial instruments

The Company classifies its financial instruments into the following categories: loans and receivables, liabilities at amortized cost, available-for-sale investments and financial assets and liabilities at fair value through profit or loss.

The Company classifies accounts payables and accruals as liabilities at amortized cost. Accounts payables and accruals are initially measured at the amount to be paid, which approximates fair value because of the short-term nature of these liabilities. Subsequently, they are measured at amortized cost.

Receivables are classified as loans and receivables. Receivables are primarily amounts due from customers from the sale of goods or the rendering of services.

Embedded derivatives (elements of contracts whose cash flows move independently from the host contract similar to a stand-alone derivative) are required to be separated and measured at fair values if certain criteria are met. Management reviewed its contracts and determined that the Company does not currently have any embedded derivatives in these contracts that require separate accounting and disclosure.

Note 3 Summary of significant accounting policies (Continued)

Shareholders' equity

Share capital represents the nominal value of shares that have been issued. Any transaction costs associated with the issuing of shares are deducted from share capital.

Income taxes

Tax expense comprises current and deferred tax. Current tax and deferred tax are recognized in profit or loss except to the extent that it relates to a business combination or other items recognized directly in equity or in other comprehensive income.

Current tax is the expected tax payable or receivable on taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years.

Deferred taxes are calculated using the liability method on temporary differences between the carrying amounts of assets and liabilities and their tax bases. However, deferred tax is not recognized on the initial recognition of goodwill, on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss at the time of the transaction, and on temporary differences relating to investments in subsidiaries and jointly controlled entities where the reversal of these temporary differences can be controlled by the Company and it is probable that reversal will not occur in the foreseeable future.

Deferred tax assets and liabilities are measured, without discounting, at the tax rates that are expected to apply when the assets are recovered and the liabilities settled, based on tax rates that have been enacted or substantively enacted by the reporting date.

A deferred tax asset is recognized for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that sufficient taxable profit will be available to allow the related tax benefit to be utilized.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to set off current tax assets against current tax liabilities, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different taxable entities which intend either to settle current tax liabilities and assets on a net basis, or to realize the assets and settle the liabilities simultaneously, in each future period in which significant amounts of deferred tax liabilities and assets are expected to be settled or recovered.

Note 3 Summary of significant accounting policies (Continued)

Provisions

Provisions are recognized when present obligations as a result of a past event will probably lead to an outflow of economic resources from the Company and amounts can be estimated reliably. Timing or amount of the outflow may still be uncertain. A present obligation arises from the presence of a legal or constructive commitment that has resulted from past events, for example, legal disputes or onerous contracts. Provisions are not recognized for future operating losses.

Provisions are measured at the estimated expenditure required to settle the present obligation, based on the most reliable evidence available at the reporting date, including the risks and uncertainties associated with the present obligation.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. Provisions are discounted to their present values, where the time value of money is material.

Any reimbursement that the Company can be virtually certain to collect from a third party with respect to the obligation is recognized as a separate asset. However, this asset may not exceed the amount of the related provision.

All provisions are reviewed at each reporting date and adjusted to reflect the current best estimate.

Estimates

When preparing the financial statements, management undertakes a number of estimates and assumptions about the recognition and measurement of assets, liabilities, income and expenses. Estimates and assumptions are continually evaluated based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Information about significant estimates and assumptions that have the most significant effect on the recognition and measurement of assets, liabilities, income and expense are discussed below. In the future, actual experience may differ from these estimates and assumptions.

- Financial instruments

Financial assets and liabilities are designated upon inception to various classifications. The designation determines the method by which the financial instruments are carried on the statement of financial position subsequent to inception and how changes in value are recorded. The designation may require the Company to make certain judgments, taking into account management's intention of the use of the financial instruments.

- Inventory

Management estimates the net realizable values of inventory, taking into account the most reliable evidence available at each reporting date. The future realization of the inventory may be affected by future technology or other market-driven changes that may reduce future selling prices.

Note 4 Inventory

	June 30, 2016 $	December 31, 2015 $
Raw Materials - Grapes	**25,381**	30,000

Note 5 Accounts payable and accrued liabilities

	June 30, 2016 $	December 31, 2015 $
Trade payables	**787**	787
Accrued liabilities	**5,000**	5,000
	5,787	5,787

Note 6 Due to shareholders

	June 30, 2016 $	December 31, 2015 $
Due to shareholders		
Robert Fraser	**7,479**	**1,391**

Amounts due from/ to shareholders are unsecured, non-interest bearing and without specific terms of repayment.

Note 7 Share capital

Authorized: Unlimited common shares without par value

			June 30, 2016 $	December 31, 2015 $
Issued:	12,533,000	common shares	**93,009**	40,009

Note 8 Financial instruments classification and fair values

The following provides an analysis of financial instruments that are measured, subsequent to initial recognition, at fair value, grouped into Levels 1 to 3 based on the degree to which the fair value is observable:

- Level 1 fair value measurements are those derived from quoted prices (unadjusted) in active markets for identical assets or liabilities using the last bid price;
- Level 2 fair value measurements are those derived from inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and
- Level 3 fair value measurements are those derived from valuation techniques that include inputs for the asset or liability that are not based on observable market data (unobservable inputs).

The level in the fair value hierarchy within which the financial asset or financial liability is categorized is determined on the basis of the lowest level of input that is significant to the fair value measurement. Financial assets and financial liabilities are classified in their entirety into only one of three levels.

As at June 30, 2016, there are no financial instruments carried at fair value and consequently, no financial instruments categorized into Level's 1, 2 or 3 or transfers between Level 1 and 2 for the period then ended.

Note 9 Financial instruments risk management

The Company is exposed to various risks in relation to its financial instruments. The Company's financial assets and liabilities are summarized by category in Note 3. The main risks the Company is exposed to through its financial instruments are credit risk, liquidity risk and market risk.

Credit risk

Credit risk is the risk of loss resulting from the failure of a borrower or counter party to honour its financial or contractual obligation to the Company. Credit risk primarily arises from receivables and due from shareholders. The Company's policy is to deal only with creditworthy counterparties.

The maximum exposure of the Company to credit risk is the carrying amount of the receivables and due from shareholders disclosed on the statement of financial position.

Liquidity risk

Liquidity risk is the risk that the Company will encounter difficulty in meeting the obligations associated with its financial liabilities. The Company is exposed to this risk mainly in respect of its accounts payables and accruals, and due to shareholders.

Market risk

Market risk is the risk that the fair value or expected future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: currency risk, interest rate risk and other price risk.

Note 10 Capital management

The Company's objective when managing capital is to safeguard the Company's ability as a going concern, to provide an adequate return to shareholders and to meet external capital requirements.

The Company's capital consists of cash, due to shareholders and shareholders' equity. The primary uses of capital are to make increases to non-cash working capital and fund maintenance and growth related capital expenditures. In order to meet the Company's objectives in managing capital, the Company prepares annual budgets of cash, earnings and capital expenditures that are updated during the year as necessary. The annual budget is approved by the Board of Directors.

Note 11 Related party transactions

The Company's related parties include key management, as those persons having authority and responsibility for planning, directing and controlling the activities of the Company, including directors and management. Unless otherwise stated, none of the transactions incorporate special terms and conditions and no guarantees were given or received.

The Company entered into the following transactions with related parties, which are defined by IAS 24 *Related party disclosure*.

	June 30, 2016 $	December 31, 2015 $
Robert Fraser - expense reimbursements	**6,087**	1,391
NRG Power Corp. - management fees paid	**15,500**	-

These transactions are in the normal course of operations and have been recorded at the exchange amount, which is the amount of consideration established and agreed to by the related parties.

Note 12 Subsequent events

Subsequent to the date of these financial statements the Company has entered into the following material agreements:

1. "Asset Purchase Agreement" dated August 2, 2016, between the Company and Pacific Breeze Winery Ltd.

The material terms of that agreement are:

(i) At closing the Company is purchasing $1,964,759 of wine equipment and production inventory from Pacific Breeze, and

(ii) Closing will occur within 10 days of the Company paying (including by payment from Pacific Breeze revenue) or assuming the bank debt of Pacific Breeze. Bank debt is approximately $532,608. The remainder of the consideration to be paid ($1,432,151) will be paid by a promissory note due July 1, 2018.

Note 12 Subsequent events (Continued)

Commencing September 30, 2016 the Company must pay towards the bank debt (indirectly to the promissory note) not less than 25% of capital subscriptions and not less than $10,000 per month.

2. "Operating and Management Services Agreement" dated August 2, 2016 between the Company and Pacific Breeze Winery Ltd. The material terms of that agreement are:

(i) The Company is to act as exclusive manager and with the authority equivalent to President and COO for all matters of the business of Pacific Breeze;

(ii) The Company is to effect the following goals:

a. To use the proceeds of sales of Pacific Breeze finished goods and the proceeds of sales of assets to the Company to pay Pacific Breeze bank debt servicing and pay-out, secondly, pay-out of Pacific Breeze shareholder loans, thirdly payment of dividends or other mutually agreed distributions to atotal of $1,600,000 to the shareholders (including payment of shareholder loans, such that total receipts of shareholders of loan repayment and dividends totals $1,600,000);

b. Until such time as the bank debt of Pacific Breeze is discharged the Company will allocate all revenue of Pacific Breeze to such debt and the Company shall subsidize all costs and overhead ofPacific Breeze commencing September 30, 2016;

c. In the event the licenses of Pacific Breeze are transferable to the Company, to windup the Company

(iii) In compensation for the Company's services the Company shall receive a fee of five percent (5%) of gross sales effected for Pacific Breeze after payment of the aggregate of the amounts of section (ii)A above the Company shall receive all revenue of sales and wind-up and value of the disposal of remaining assets of Pacific Breeze or may buy the remaining assets for the sum of $10.

(vi) Additional terms of Pacific Breeze are:

a. Appoint Maurice Hamilton of Pacific Breeze as a director of the Company

b. The Company will assume the responsibility for the Pacific Breeze BDC loan in the amount of $162,608 plus interest but that such transferred loan, or such amount of the debt as is paid shall become a debt of Pacific Breeze or shall be calculated as payment of consideration in the purchase of assets by the Company;

c. The Company will fund all operating costs of Pacific Breeze until the Purchase Price of the AssetPurchase Agreement is paid and while such payments may be regarded as a debt owed to the Company, no amount of operating costs paid by the Company shall be applied as payment of anyportion of the Purchase Price.

d. Grant unto all the shareholders of Pacific Breeze a put/option having the following terms:

(i) A put/option, for the Optionees to purchase an aggregate 1,200,000 common shares of the Company at $0.50 per share;

(ii) A put/option, for the Optionees to purchase an aggregate 600,000 common shares of the Company at $1.00 per share;

(iii) The Company may not exercise the aforesaid put except to the extent that the Pacific Breeze shareholders have received repayment of shareholder loans and distributions sufficient to pay the amount of the put exercised;

Certificate

The below signatory directors and promoters certify that this offering memorandum contains all material information of the company and does not contain material misrepresentation.

In Witness whereof, the Undersigned have executed this Offering Memorandum Agreement this 31st day of August, 2016.

Signature: ______________________

Robert Fraser, President and Director

c/o 800-1040 West Georgia St.
Vancouver, BC
V6E 4H1

Signature: ______________________

Greg Burnett, Director

c/o 800-1040 West Georgia St.
Vancouver, BC
V6E 4H1