SYCAMORE VENTURES, INC.
Initial Company Information and Disclosure Statement
MARCH 17, 2011

# Part A General Company Information

#### Item I

The exact name of the issuer and its predecessor (if any)

The name of the issuer is Sycamore Ventures, Inc. (the "Issuer").

The Issuer owns all of the issued and outstanding shares of common stock of Whole in One Products, Inc., a Nevada corporation.

#### Item II

The address of the issuer's principal executive offices

The address of the Issuer's principal executive offices is 1271 Oakridge Road South, Park City, UT 84098

#### Item III

The jurisdiction(s) and date of the issuer's incorporation or organization

The Issuer was incorporated in the State of Delaware on August 10, 2005.

#### Part B Share Structure

#### Item IV

The exact title and class of securities outstanding

The Issuer's only class of outstanding securities is Common Stock, par value \$.0001 per share. The CUSIP number of the Issuer's Common Stock is 87122P 104. The trading symbol of the Issuer's Common Stock is "SYVN."

#### Item V

Par or stated value and description of the security

#### A. Par Value

The Common Stock of the Issuer has a par value of \$.0001 per share.

#### B. Common or Preferred Stock

## 1. Common Equity.

The Issuer is authorized to issue 500,000,000 shares of Common Stock, par value \$.0001 per share. As of date hereof, 459,953,521 shares of Common Stock of the Issuer were

issued and outstanding.

Each shareholder is entitled to one vote for each share of Common Stock owned of record. The holders of shares of Common Stock do not possess cumulative voting rights, which means that the holders of more than fifty percent of the outstanding shares voting for the election of directors can elect all of the directors, and in such event the holders of the remaining shares will be unable to elect any of our directors. Except with respect to the election of directors and provided that appropriate notice has been given in accordance with the Bylaws, action may be taken without a meeting, if a written consent setting forth the action taken is signed by holders of not less than the minimum number of shares necessary to authorize the action at a meeting if all shares entitled to vote were present and voted. If the consent of all shares entitled to vote is not obtained, within ten days of obtaining the consent by a sufficient number of shares to approve the vote, subsequent notice must be given to holders who did not so consent.

Holders of outstanding shares of Common Stock are entitled to receive dividends out of assets legally available therefore at such times and in such amounts as the Board of Directors may from time to time determine. Upon the liquidation, dissolution, or winding up of the Company, the assets legally available for distribution to the shareholders will be distributable ratably among the holders of the shares outstanding at the time. Holders of the shares of Common Stock have no preemptive, conversion, or subscription rights, and shares are not subject to redemption.

#### 2. Preferred Stock.

The Issuer has not authorized any Preferred Stock.

3. Describe any other material rights of common or preferred shareholders.

Except as otherwise described in this Item V, the common stock shareholders have any other material rights at this time.

#### Item VI

The number of shares or total amount of the securities outstanding for each class of securities authorized

#### A. Preferred Stock

I. As of the date hereof, the Issuer has no shares of Preferred Stock authorized.

#### B. Common Stock

- 1. As of the date hereof, the Issuer had 500,000,000 shares of Common Stock, par value \$.000I per share, authorized.
- 2. As of the date hereof, 459,953,52 shares of Common Stock were issued and

outstanding.

- 3. As of the date hereof, there were 34,953,521 freely tradable shares of Common Stock of the Issuer (public float).
- 4. As of the date hereof, there were 242 shareholders of record of the Common Stock of the Issuer.

#### Part C Business Information

#### Item VII

The name and address of the issuer's transfer agent.

The Issuer's transfer agent is Pacific Stock Transfer Co, Inc., 4045 South, Spencer Street Suite 403, Las Vegas, NV 89119. The telephone number of Pacific Stock Transfer Co., Inc. is (702) 361-3033. Pacific Stock Transfer Co., Inc. is registered under the Securities Exchange Act of 1934.

#### Item VIII

#### The nature of the issuer's business

The Company was in various businesses over the years, and in January 2011 acquired Whole in One Products, Inc. Prior to the acquisition, the Company operated as Sycamore Ventures, Inc., with a business focus in real estate and development. The company has altered its model to become a diversified holding company with a core focus in Health, Nutrition and Education. Starting with the acquisition of Whole in One, Inc., a Nevada Corp that manufactures and supplies consumers with healthy, convenient, whole food based meals & snacks and non-toxic personal items.

# A. Business Development

# 1. The form of organization of the Issuer.

The issuer is a Delaware corporation.

2. The year that the Issuer (or any predecessor) was organized.

The Issuer was organized in 2005.

3. The Issuer's fiscal year end date.

The Issuer's fiscal year ends on December 3I.

4. Whether the Issuer (and/or any predecessor) has been in bankruptcy, receivership or any similar proceeding.

# 5. Whether the Issuer has made any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets.

Except as described in this Item VIII above, (the acquisition of Whole in One Products, Inc) the Issuer has not made any material classification, merger, consolidation or purchase or sale of a significant amount of assets during the past three years.

# 6. Any default in the terms of any note, loan, lease or other indebtedness or financing arrangement requiring the Issuer to make payments.

To the knowledge of the present management, the Issuer has not defaulted on any indebtedness or financing arrangements.

# 7. Any change of control of the Issuer.

At the time of the Whole in One acquisition, management control moved to our current CEO Don Tolman.

### 8. Any increase of 10% or more of the same class of outstanding equity

Yes, at the time of the acquisition of Whole in One Products, our outstanding common shares increased over 10%.

# 9. Any past, pending or anticipated stock split, stock dividend, recapitalization, merger, acquisition, spin-off or reorganization.

Except as described in this Item VIII above, there has not been any stock split, stock dividend, recapitalization, merger, acquisition, spin-off or reorganization involving the Issuer during the past three years. To further compliment our business plan and existing assets, it is the intention of management to acquire additional companies and/or business segments that operate in the Health, Nutrition and Education spaces.

# 10. Any delisting of the Issuer's securities by any securities exchange or deletion from the OTC Bulletin Board.

There has not been any delisting of the Issuer's securities by any securities exchange or deletion from the OTC Bulletin Board during the past three years.

11. Any current, past, pending or threatened legal proceedings or administrative actions either by or against the Issuer that could have a material effect on the Issuer's business, financial condition or operations and any current, past or pending trading suspensions by a securities regulator.

The Issuer is not a party to any pending or threatened legal proceedings or administrative

actions either by or against the Issuer that could have a material effect on the Issuer's business, financial condition or operations or result in any trading suspension by a securities regulator.

#### B. Business of Issuer

### Forward Looking Statements

Except for historical information, the matters discussed herein and in the Issuer's press releases and other public pronouncements contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. The words "believe," "expect," "intend," "anticipate," "estimate" and similar expressions identify certain of such forward looking statements. Such forward-looking statements are subject to risks and uncertainties that could cause actual results to be materially different from historical results or from any results expressed or implied by such forward looking statements. Any forward-looking statements speak only as of the date on which such statements are made, are not guarantees of future performance, and involve certain risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may differ materially from what is expressed or implied in such forward looking statements, whether as a result of new information, future events or otherwise.

Factors that could cause such results to differ materially from the results discussed in such forward-looking statements include, without limitation: uncertainty of the Issuer's meeting its operational needs due to current working capital constraints; losses to date; no assurances of and uncertainty of profitability; need for additional equity investment and/or debt capital; no current agreements, arrangements, or understandings for such needed capital; no assurances of the Issuer successfully executing upon its business plan; substantial competition from companies having substantially greater financial, marketing and other resources than the Issuer, including name and brand recognition; the impact of competitive services and pricing; changing consumer tastes and trends; and no assurances of an active or sustained trading market in the Issuer's securities. Many of such factors are beyond the Issuer's control. New factors emerge from time to time and it is not possible for management to predict all of such factors, nor can management assess the impact of each such factor, or combination of factors, which may cause actual results to differ materially from those contained in any forward-looking statements. In light of these risks and uncertainties, there can be no assurance that the results anticipated in these forward-looking statements will in fact occur. The Issuer undertakes no obligation to update any such forward-looking statements.

#### Introduction

The Issuer, through the Subsidiary, Whole in One Products, Inc., a Nevada Corporation,

opened for business in November 2006 with a mission to supply consumers with healthy, convenient, whole food based meals & snacks and non-toxic personal items. To that end, we have blend raw ingredients with spices to keep the food fresh delicious and healthy. The health conscious consumer will also enjoy our salon quality personal care items that offer superior results.

## 1. The Issuer's primary and secondary SIC Codes.

SIC Code: 2000

Secondary Code: 8011

# 2. Whether the Issuer has never conducted operations, is in the development stage or is currently conducting operations.

The Issuer is currently conducting operations and is a revenue producing company.

# 3. Whether the Issuer is or has at any time been a "shell company."

The Issuer is not a "shell company" as that term is defined in Rule 405 promulgated by the Securities and Exchange Commission.

4. State the names of any parent, subsidiary or affiliate of the Issuer and its business purpose, its method of operation, its ownership and whether it is included in the financial statements attached to this Disclosure Statement.

At present, the Issuer has one wholly owned subsidiary, Whole in One Products, Inc. A description of the business purpose and method of operation of the Subsidiary is set forth in this Item VIII.B, above. No financial statements are attached to this Disclosure Statement.

# 5. The effect of existing or probable governmental regulations on the business.

Our manufacturing facility is subject to regulation by various state and local health, sanitation, safety, fire and other governmental agencies in the jurisdiction in which they are located. We are also subject to USDA regulations. We are subject to the Fair Labor Standards Act and various state laws governing such matters as minimum wages, overtime and other working conditions. We are subject to the Americans with Disabilities Act, which prohibits discrimination in employment and public accommodations on the basis of disability, and the Occupational Safety and Health Act, which requires that manufacturing plants and other operations maintain safe and healthful working conditions. We are subject to the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act"). In order to ensure compliance with the Patriot Act, we will ask each of our licensees to confirm for us that they, and their directors, officers, shareholders, partners, members, employees, or agents, are not suspected terrorists, persons associated with suspected terrorists, or under investigation by the U.S. government for criminal

activity. Further federal, state and local government initiatives, such as mandatory health insurance coverage, "living wages" or other proposed increases in minimum wage rates, could adversely affect us if enacted into law.

# 6. An estimate of the amount spent during each of the last two fiscal years on research and development activities and, if applicable, the extent to which the cost of such activities are borne directly by customers.

During the past two fiscal years, minimal time and money was expended by the Issuer on research and development activities.

# 7. Costs and effects of compliance with environmental laws (federal, state and local).

The costs and effects of our compliance with applicable environmental laws are not material to our business or operations.

# 8. The number of total employees and the number of full-time employees.

At present, we have 5 full time employees.

# Item IX The nature of products or services offered.

### A. Principal products or services and their markets

Whole in One Products opened for business in November 2006 with a mission to supply healthy, convenient, whole food based meals & snacks, non-toxic personal care items, and to educate the public regarding a preventative based lifestyle.

Over the past century, we've seen enormous advances in medical technology. We have more doctors, more pharmaceutical medicines, and more hospitals than ever before. We also have the sickliest generation of Americans in history. The number one culprit: THE AMERICAN DIET.

The processed food and fast food industries are serving it up, Americans are gulping it down, and wide spread obesity and chronic disease is the result. From there, the masses are driven into the "waiting hands" of the highly profitable pharmaceutical industry. We're offered pills that alleviate our symptoms while the simple underlying causes are ignored. What incentive does the pharmaceutical industry have to focus on prevention? If disease rates decreased, so would their profits.

The ingredients to health, happiness, vitality, and longevity are no secret. Every major non-profit health organization in the world has been offering the same advice for many years. Eat more fruits and veggies, drink more water, exercise on a daily basis, lose weight if you need to, don't smoke, avoid toxins, & reduce stress

To that end, we have combined delicious, healthy foods, with convenience and affordability. Our salon quality personal care items offer superior results without the

toxic chemicals. Nothing short of a consumer based, grass roots return to healthy choices and lifestyles can steer our children, and future generations, in a healthier direction. If you're ready to improve your health and join us as part of the solution, click on ORDER NOW.

"Let food be thy medicine and letmed is ine be thy food" Hippocrates, the Father of Medicine (460-377 B.C.)

Whole in One Products opened its doors in November 2006 with a Mission to Educate and Inspire people to embrace the "Seven Principles of Health" which are the foundations of a preventative based lifestyle.

### The Seven Principles of Health

- Fresh Air & Sunshine
- Water
- Whole Foods
- Physical Activity
- Loving Relationships
- Passion
- A Good Night's Sleep

To that end, Whole in One offers healthy, convenient whole food based meals & snacks, non-toxic personal care items, and a website dedicated to "self-care" and a preventative based life style.

#### **Our Products**

#### WHOLE FOODS

**Appulse** is the healthiest food in the world. It is a synergistic combination of all natural whole food ingredients including nuts, seeds, grains, fruits, vegetables, berries, herbs, oils, & spices. It is specifically designed to support and enhance all seven systems of the body. Western medicine calls these 7 centers of the body NervePlexi and their attendant Neuro-endocrine glands. This pure raw food is a delicious snack and a superb meal replacement. Eat your way to "inner balance", health, and closer to your Healthy Weight.

#### **BATH & BEAUTY**

**Shampoo** is an all-natural shampoo that invigorates your hair with a soft silky shine. Awaken, renew, revive, and revitalize your hair with a bouncy, smooth, fresh feeling that is irresistibly alluring.

Please note: We have recently upgraded our shampoo to a Castile formula because some even safer shampoo ingredients have become available. Our goal is to offer the safest shampoo possible in the interest of the wellbeing of our customers. Because this shampoo is free of any toxic chemicals it will seem different than typical commercial

brands. Some people have commented that this shampoo may not be appropriate for long hair or dry hair. We are in the process of exploring other alternatives and will likely update the shampoo formula in the near future so that it will offer superior results for all types of hair.

**Lip Balm** is made from Beeswax and Almond Oil. Beeswax is a natural wax produced in the bee hive of honey bees and has been used throughout the ages as a natural protective coating - the most popular use is coating cheese with a protective layer for safe, long term storage. Almond Oil is a wonderful emollient that moisturizes and nourishes the skin. Whole in One's Natural Lip Balm combines two of nature's best in one convenient, nontoxic and safe lip balm that offers superior results.

**Congest Ease** Congest Ease is an absolutely wonderful decongestant. The essential oils and healing butters that are used support and help eliminate congestion in the respiratory system. By rubbing it on your back, chest, and the bottom of your feet, Congest Ease will quiet most coughs as well as break up congestion in the body.

**Breathe Easy** is a 100% natural and drug-free solution formulated to moisturize and sooth irritated nasal passages.

**Divine** is the world's finest hand crafted, 100% cold processed, non-chemical, non-preservative wholefood body skin care cream. It has been known to reduce wrinkles, age lines on the face and body, and eliminate age spots. It leaves your skin silky smooth, revitalized and nurtured.

**Tooth Fairy** is not only good for cleaning our teeth, but is safe for the rest of your body as well. It contains 100% all natural ingredients and pure peppermint essential oil which is a germ killer to clean and freshen your breath like no toothpaste can. And best of all it is chemical and aluminum free. Tooth Fairy is an all natural whole food cleanser, deodorizer, and breath freshener that cleans and freshens without the chemicals.

#### **Present Situation**

The Company currently is developing an affiliate program for individuals to purchase products and also build a source of income. The Whole in One Affiliate program allows you to use your websites, email lists or blogs to help spread the word of better health through whole foods and wellness education. If you have a website, email list or blog you can drive traffic to your Whole in One affiliate website to earn commissions.

#### Our Affiliate Program Agreement & Terms and Conditions

1. Affiliate hereby warrants that they are of legal age in their state of their residency and competent to enter into this agreement. If the affiliate is an organization, business entity, unincorporated association or any other type of entity, the individual creating the affiliate account represents that he or she is duly authorized to enter into this agreement on behalf of that organization or entity and that organization or entity is qualified to conduct business and is in good standing in its state of organization. Affiliate agrees that he/she/it, in their capacity as an affiliate, is an independent contractor, not an agent, joint

venturer, partner or employee of Whole in One, and as such, is responsible for determining the affiliate's own business activities and practices, is responsible for the payment of all federal and state self-employment taxes and any other tax required under any federal, state or regulatory agency. Affiliate further agrees that participation in this affiliate program is a voluntary act on affiliate's part and does not constitute the sale of a franchise or distributorship and that no fee, no sales aids purchase, no purchase of services, or purchase of products has been requested or required as a condition of participation in the affiliate program.

- 2. Whole in One will provide affiliates with a free affiliate website to link to as a participant in the affiliate program. Whole in One will process and ship all orders and provide customer service relating to all products, orders and shipping related issues on Whole in One products. Affiliate website addresses (URLs) that are inactive or that do not produce sales for a period of one year are subject to cancellation and/or reassignment to a different affiliate in Whole in One's sole discretion.
- 3. Whole in One will pay affiliates 7% commission on orders placed through accounts created on the affiliate's Whole in One's affiliate website. Commission checks will be mailed to the affiliate's address of record on the 15th of each month for the prior month during which the sales occurred. Earnings of \$10.00 or less will be held on account and added to subsequent earnings. When earnings exceed \$10.00 the check will be mailed on the next scheduled monthly mailing date. Commission checks expire if not cashed or deposited within 90 days. A \$20 fee applies for replacement of lost checks or checks not cashed within that period which may be deducted from any subsequent check issued to affiliate. After 120 days, unclaimed commission checks are permanently forfeited. Affiliates are subject to commission adjustments or reductions of commissions' payable and/or paid for returned merchandise.
- 4. Affiliate will disclose to Whole in One either the Social Security number or Tax ID number applicable for the affiliate, upon request once year-to-date affiliate earnings exceed \$600. Affiliate understands and agrees that earnings in excess of \$600 can not be paid until affiliate's Social Security number or Tax ID number has been received and is on file with Whole in One.
- 5. Affiliate is granted permission to use the graphic images and text appearing on their Whole in One affiliate website solely for the purpose of use in advertising to generate sales of Whole in One products. Whole in One reserves all rights to any graphic image, text, trade names and trademarks appearing on affiliate's Whole in One website and further reserves all claims or causes of action from the unauthorized user or such items.
- 6. Affiliate will not make false or misleading statements about Whole in One or its products, including but not limited to, claims that the products treat, diagnose, cure, mitigate or prevent disease. Affiliates will, at all times, conduct themselves in a courteous, fair and ethical manner whenever acting in conjunction with the affiliate program or otherwise in representing the Whole in One products through this affiliate program.

- 7. Customer related data is owned by Whole in One and shall not be used by any affiliate for any purpose other than generating sales of Whole in One products.
- 8. The acceptable forms of advertising for affiliates are solicited emails, banner ads, blogs, text links, radio, TV, print media and word-of-mouth provided that affiliate complies with all laws, rules and regulations pertaining to the particular media type. Affiliate in any advertising will not make false or misleading statements about Whole in One products, including but not limited to claims that the products treat, diagnose, cure, mitigate or prevent disease. Affiliates will, at all times, conduct themselves in a courteous, fair and ethical manner whenever acting in conjunction with this affiliate AFFILIATES' ACCOUNTS SHALL BE TERMINATED program. IMMEDIATELY, WITHOUT WARNING, AND ALL EARNINGS FOREITED SHOULD THEY USE ANY TYPE OF BULK EMAIL (SPAM), CAMPAIGN TO GENERATE TRAFFIC TO THEIR WHOLEFOOD FARMACY AFFILIATE WEBSITE AND / OR TO GENERATE SALES. Affiliates may also be subject to fines and legal actions as a result of bulk email promotion. Whole in One will cooperate with law enforcement regarding investigation of alleged violations to bulk emailing laws and other laws regarding the conduct of an Internet business.
- 9. Derogatory remarks or verbal abuse with respect to the Whole in One, other Whole in One affiliates, the Whole in One products, the WIO affiliate program, or the Whole in One directors, officers, or employees will not be tolerated and constitute a material breach of this agreement.
- 10. Whole in One does not represent, warrant, guarantee or predict any level of sales or profit or response as a result of participating in its affiliate program. Affiliate agrees to hold Whole in One harmless from and against any and all losses, claims, causes of action, expenses (including reasonable attorney fees), suits, damages, costs, demands or liabilities, joint or several, of whatever kind or nature resulting from and affiliate's participation in the Whole in One affiliate program. Whole in One will not be liable to any affiliate for any damages, monetary or otherwise, incurred or suffered by an affiliate, whether indirect, special, incidental, exemplary, or consequential, including, by not limited to, loss of data or service interruptions, lost profits, out of pocket expense or loss of data or information regardless of the party responsible or the party who is at fault. WHOLE IN ONE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE AFFILIATE PROGRAM OR SERVICES ITS SUBCONTRACTORS AND AFFILIATES PROVIDE YOU. WHOLE IN ONE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE AFFILATE PROGRAM FOR A PARTICULAR PURPOSE.
- 11. If Whole in One becomes aware of a breach of this affiliate program agreement, possible breach or reason to believe there is a violation hereof, Whole in One will attempt to notify affiliate and advise of the nature of the breach or violation. If affiliate does not take immediate remedial action which is satisfactory to Whole in One, in its sole discretion, or in the event of a material breach or violation of this agreement, Whole in One reserves the right to terminate affiliate's account immediately. Whole in One will

make a reasonable effort to inform affiliate prior to affiliate's account termination, and to re-establish the account upon receiving such representations from affiliate as Whole in One deems appropriate under the circumstances. In addition, Whole in One reserves the right to terminate affiliate's account for violation of this agreement, promoting Whole in One in a manner that is unethical or inappropriate, or for any other reason in Whole in One sole discretion.

- 12. All notices, requests, demands, and other communications under this agreement shall be in writing and shall be deemed to have been given on the date of delivery: if delivered personally to the party to whom notice is to be given; if sent by electronic mail with a cc: to sender; if sent by fax; or on the third day after mailing by first class mail.
- 13. If any portion of this agreement is found invalid or unenforceable, that portion shall be severed and the remainder of this agreement shall remain in full force and effect. This agreement constitutes the entire agreement between Whole in One and affiliate pertaining to its subject matter and supersedes any prior agreements, representations, and /or understandings, whether oral or in writing. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing by both parties.
- 14. Affiliate accounts and earnings can be inherited or bequeathed, but cannot be transferred or assigned during affiliate's lifetime without the prior written consent of Whole in One, which consent shall not be unreasonably withheld. In order to maintain a viable marketing program and to comply with changes to federal, state or local laws or changes in economic conditions, Whole in One may in its discretion modify this agreement and provide additional policies and procedures for affiliates from time to time or modify the affiliate program. Such modifications and additions to this agreement or affiliate program modifications, and all changes thereto, shall become a binding part of this agreement upon publication on the official Whole in One website.
- 15. Affiliate agrees that this agreement is governed under the laws of the State of Utah. Affiliate further agrees that any claim, dispute or other difference between them and Whole in One that cannot be otherwise amicably resolved shall be exclusively resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association with the arbitration to occur in Salt Lake City, Utah. By creating a Whole in One affiliate website affiliate hereby certifies that the affiliate meets the requirements set forth to become an affiliate, that the affiliate has read, understands, and agrees to all of the terms, conditions, policies, and procedures contained herein, and that this agreement shall be in effect upon creating the affiliate's Whole in One website.

# **License Agreements**

Qualified applicants with whom we enter into a License & Distribution Agreement are granted the right to establish and operate a specified distribution network within a designated area.

#### Customer Service

It is our goal to provide you with world-class customer service. If you need assistance,

please contact us at <u>info@wholeinoneorganics.com a</u>nd we will respond very quickly during our business hours:

Monday to Friday: 10:00 AM to 10:00 PM (Eastern)

Saturdays: 9:00 AM to 1:00 PM

Sunday: Closed

# **Return and Refund Poilcy**

**Product Returns:** Whole in One is UNABLE to accept product returns for a **refund** or **exchange**, because returned products, even if unopened, cannot be placed back in our inventory due to the nature of the product.

**Defective Products:** A defective product purchased from Whole in One may be returned within the first 10 calendar days from the date of receipt for an exchange of like product. You must obtain a Return Authorization Number and return instructions within this 10 calendar day period by calling Whole in One Order Line at **435-647-1602** Mon-Fri 8am-5pm Eastern time.

Damaged Products: Sometimes products purchased from Whole in One may be damaged en route. If a package has been damaged in shipping DO NOT OPEN THE PACKAGE, since the carrier is responsible for the damage. In order to make a claim against the carrier, Whole in One Affiliate must act quickly. If there is uncertainty as to the condition of the product, but you suspect it may be damaged, feel free to call The Whole in One Order Line for help. Do not return carrier-damaged merchandise to Whole in One, as this will void any claim against the carrier! If there is no visible damage on the outside of the box, but upon opening the package, an Affiliate finds that the product has been damaged, call the carrier immediately. Do not open individual containers. The carrier will arrange an inspection at the premises. Do not destroy or dispose of any packing material or boxes until after inspection.

**Cancelled/Changed Orders:** All orders cancelled/changed prior to shipping will be assessed a 15% (fifteen percent) cancellation/changed and processing fee.

**Refused Orders:** There is no refund for refused orders. This policy applies to all carrier returned or refused shipments. The merchandise will be re-shipped upon payment of a \$25 shipping and handling fee.

#### Insurance

We maintain insurance policies against claims for personal injury, death, property damage, or any loss, liability or expense related to or connected with the operation of our

Workers comp: Bodily injury or disease - \$500,000 Personal & advertizing injury limit: \$1,000,000

Medical expense: \$10,000

# **Proprietary Technology**

The Company owns or controls proprietary recipes for all of its food and body care products. By virtue of assignments, licenses and trade secrets, Whole in One owns or controls all elements of the production process for its product lines.

### **Competitive Summary**

Whole in One is in direct competition with mainstream retailers and wholesale suppliers of specialty, organic food and body care items. Due to increased awareness and education to the detriments associated with processed foods and fast food diets, the specialized segment that we operate in is becoming one of the fastest growing segments in the food industry

### B. Distribution methods of the products or services

The Company utilizes an affiliate program for its sales and marketing efforts in the U.S domestic market. It has developed a licensing/distribution agreement for International distribution. Seminars, web casts, email campaigns, social networking sites, Internet web site and banner ads are several of the methods used for advertising to current and potential customers.

# C. Status of any publicly announced new product or service

In the past three years, the issuer announced a release of the following new products: Whole in One energy bars, Appulse, Lip Balm, Breathe Easy, Tooth Fairy and Divine.

# **D.** Competitive business conditions, the Issuer's competitive position in the industry and methods of competition

The products of Whole in One have primary direct competition with mainstream food retail, fast food service and other specialty food retailers. As the consuming public becomes more educated and aware of the products they ingest and apply to their bodies we feel our market segment will continue to be one of the fastest market segments.

# **Pricing Matrix**

Our pricing strategy must support profitable, explosive growth that establishes Whole in One as the dominant organic food and body care supplier in the marketplace – one which is easy and cost effective to consumers and delivers exceptional products and savings to end users. This strategy must define pricing for affiliates and customers that serve the entire market.

#### **Retail Pricing**

At this time we aren't supplying our products to mainstream retail. We are offering our products through direct marketing and our affiliate program. These programs offer quantity discounts for our products to all affiliate members.

# Major Retailers

The Company does not currently service or supply to any of the major retail chains. At this time the business model is to reach customers through direct marketing of our products via our web site and our affiliate program. We have a direct price saving advantage over the retail markets by selling direct to the consumer

# **Shipping Cost**

At the time of processing a customer order, shipping charges are applied. We primarily use UPS as our carrier for product delivery. All charges vary from the size of the order and the time required to deliver to the customer.

E. Sources and availability of raw materials and the names of principal suppliers Our access to the raw materials is in abundance. At this time we utilize our relationship with WholeFood2u for our manufacturing and packaging.

# F. Dependence on one or a few major customers

We are not dependent on one or a few major customers for sales in Whole in One.

# G. Patents, trademarks, licenses, franchises, concessions, royalty agreements or labor contracts, including their duration

We rely on a combination of trademarks, copyright and trade secrets in regards to our recipes for our products and our advertising and marketing material.

**Patents** - The Company does not currently own any patents.

**Copy right/Trade mark** - The Company owns trademarks on its corporate logo and other images that it uses for branding and corporate identity.

**Trade Secrets** - The Company owns trade secrets related to its proprietary formulas for processing and manufacturing its food and body care products. It has chosen not to file for process patent protection as a means of keeping its formulations 100% secret.

# H. The need for governmental approval of principal products or services and the status of any governmental approvals

Our manufacturing facility is a fully licensed, approved, and certified USDA food manufacturing facility. Our manufacturing process meets or exceeds all safety requirements necessary for a UDSA licensed manufacturing facility. The USDA conducts regular inspections of our facility to ensure compliance on a regular and ongoing basis.

# Item X The nature and extent of the issuer's facilities Executive Office

Our principal executive offices are located in an office building located at 1271 Oakridge South, Park City, UT 84098

### Part D Management Structure and Financial Information

#### Item XI

The name of the Chief Executive Officer, members of the Board of Directors, as well as control persons

#### A. Officers and Directors

Our director and officers are as follows:

#### Don Tolman, Chief Executive Officer

Don Tolman is an author, public speaker, trainer, imaginist, entertainer and experimental nutritional-eating researcher. He has written multiple books on a variety of skill-specific mental functions and self-improvement topics. He has been a coach and mentor for key personnel with Xerox, General Motors, and Pitney Bowes corporations.

Don has spoken to more than 1,000 audiences in all 50 states and in 7 foreign countries. His media credits include more than 50 radio and TV talk show appearance per year. He has been a return guest on the Donahue Show, Entertainment Tonight, ABC Talk Radio, and he's a regular guest on The Aware Show in Los Angeles, CA, as well as many newspapers & magazines. The late Earl Nightingale said, "If George Carlin and Albert Einstein had a son, it would be Don Tolman." TV talk show host Phil Donahue said, "Like what he says or not; it's people like Don Tolman who, in their own unique way, will impact social change." Don Tolman has addressed audiences on the same speaker-platform with Brian Tracy, Les Brown, Joe Montana, Patch Adams and Olympic gymnastic gold medalist Peter Vidmar. Don is a distinguished communications facilitator and vocabulary-enhancement trainer. He has studied in-depth in the areas of applied behavioral and cognitive science, as well as neurology, semiotics, operant conditioning and Gestalt Theorem. His real passion is creating applied technique curriculums of accelerated academics for children, which include nutritional eating, as well as arcane and esoteric approaches to enhancing mental capacities.

#### **Employment Agreements**

At this time we haven't entered into any agreements with our employees or officers. The issuer has plans to enter into an employment agreement with all of its employees by June of 2011.

# Stock Ownership

Don Tolman is the beneficial owner of 417,586,000 shares of Common Stock of the Issuer, that constitutes approximately 90.7% of the number of issued and outstanding shares of Common Stock of the Issuer.

# B. Legal/Disciplinary History

None of the Issuer's executive officers, directors or control persons have in the last five years, been the subject of:

- 1. A conviction in a criminal proceeding or named as defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);
- 2. The entry of an order, judgment or decree not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended, or otherwise limited such person's involvement in any type of business, securities, commodities or banking activities;
- 3. A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodities Futures Trading Commission or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended or vacated; or
- 4. The entry of an order by a self-regulatory organization that permanently or temporarily barred, suspended or otherwise limited such person's involvement in any type of business or securities activities.

## C. Disclosure of Family Relationships

At this time our Secretary is Amber Tolman who is the wife of our CEO Don Tolman. There are no other family relationships, by blood, marriage or adoption, among or between any of our directors, officers or beneficial owners of more than five percent of our outstanding shares of Common Stock.

#### **D.** Disclosure of Related Party Transactions

There have been no related party transactions.

#### E. Disclosure of Conflicts of Interest

#### Item XII

#### Financial information for the issuer's most recent fiscal period

Financial statements of the Issuer are being prepared at present. No financial statements of the Issuer are being supplied at this time.

#### Item XIII

Similar financial information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence

Financial statements of the Issuer are being prepared at present. No financial statements of the Issuer are being supplied at this time.

# Item XIV Beneficial Owners

The following table sets forth information regarding the beneficial ownership of each person known by the Issuer to beneficially own more than five percent of the outstanding shares of Common Stock of the Issuer as of the date hereof:

# Name and Address of Beneficial Owner Number of Shares

Don Tolman 1271 Oakridge South Park City, UT 84098 417,586,000

#### Item XV

The name, address, telephone number and email address of each of the following outside providers that advise the issuer on matters relating to the operations, business development and disclosure:

1. Investment Banker: Not Applicable

2. Promoters: Not Applicable

3. Counsel:

Winderweedle, Haines, Ward & Woodman, P.A. 390 North Orange Avenue, suite 1500 Orlando, Florida 3280 I (407) 423-4246

4. Auditor:

We are Interviewing Auditors at this time

5. Public Relations Consultant(s): Not Applicable

6. Investor Relations Consultant: Not Applicable

7. Other Advisor(s): Not Applicable

#### Item XVI

#### Management's Discussion and Analysis or Plan of Operations

Since appropriate financial statements of the Issuer have not yet been prepared, it is not

possible at present to prepare a management's discussion and analysis of financial condition and results of operation.

# Part E Issuance History

#### Item XVII

## List of securities offerings and shares issued for services in the past two years

Reference is made to Item XVIII above.

#### Part F Exhibits

#### Item XVIII

#### **Material Contracts**

The Company has not entered into any exclusive or material contracts.

#### Item XIX

# **Articles of Incorporation and Bylaws**

The Amended and Restated Articles of Incorporation of the Issuer are attached as Attachment E.

The Amended and Restated Bylaws of the Issuer are attached as Attachment F.

# Item XX

# **Purchases of Equity Securities by the Issuer and Affiliated Purchasers**

Except as set forth in Item VIII above, the Issuer has not purchased any equity securities of the Issuer.

#### Item XXI

#### **Issuer's Certifications**

- I, Don Tolman, certify that:
- 1. I have reviewed the Initial Company Information and Disclosure Statement dated March 17, 2011 of Sycamore Ventures, Inc., a Delaware corporation;
- 2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and
- 3. Based on my knowledge, the financial statements, and other information included or incorporated by reference in this disclosure statement, fairly present in all material

respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

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Don Tolman President/CEO