

EnergyCite, Inc.

**Mango Project Phase I
Children's Climate book**



Private Placement Offering Memorandum

\$1,000,000.00

\$5,000 to \$1,000,000 @ \$1.00 per Share

February 20, 2020

For Distribution Pursuant to SEC Reg D Rule 504

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<https://energycite.com>
<https://climatecite.com>

Forward

By: Tom D. Tamarkin, January 28, 2020

America is under attack. Our freedom and liberty is at risk. The goal is to displace capitalism with socialism. The mechanism is a very elaborate, ongoing, and evil plot to vastly restrict our energy supplies. In so doing America's political will be destroyed and our beloved country will find itself joining with the European's and other countries in pursuit of a single worldwide government under UN control with a vastly reduced world population; a population no greater than a tenth of today's.

The scheme to accomplish this is based on the very simple harmless, odorless, chemical called carbon dioxide (CO₂). Yes carbon dioxide. The very chemical all animals exhale with each breath. The basis of all life forms on Earth.

The greatest deception ever created by mankind is the notion of Anthropogenic Global Warming now simply called climate change. Without any empirical, demonstrable evidence whatsoever, the media has all but convinced our citizens, along with a significant portion of our politicians, that man produced climate change is real, and is an existential threat to our continued life on Earth. The proposed cure for this nonexistent "crisis" is the vast reduction of the use of fossil fuels and their replacement with unworkable "green or renewable" power schemes. This is described in the [Abstract section](#) of our ClimateCite website.

As pointed out in my essay, "[Funding the Climate-Industrial Complex](#)," the annual worldwide cost of this climate change deception is over 2 trillion dollars. And what is the return on investment? Virtually zero.

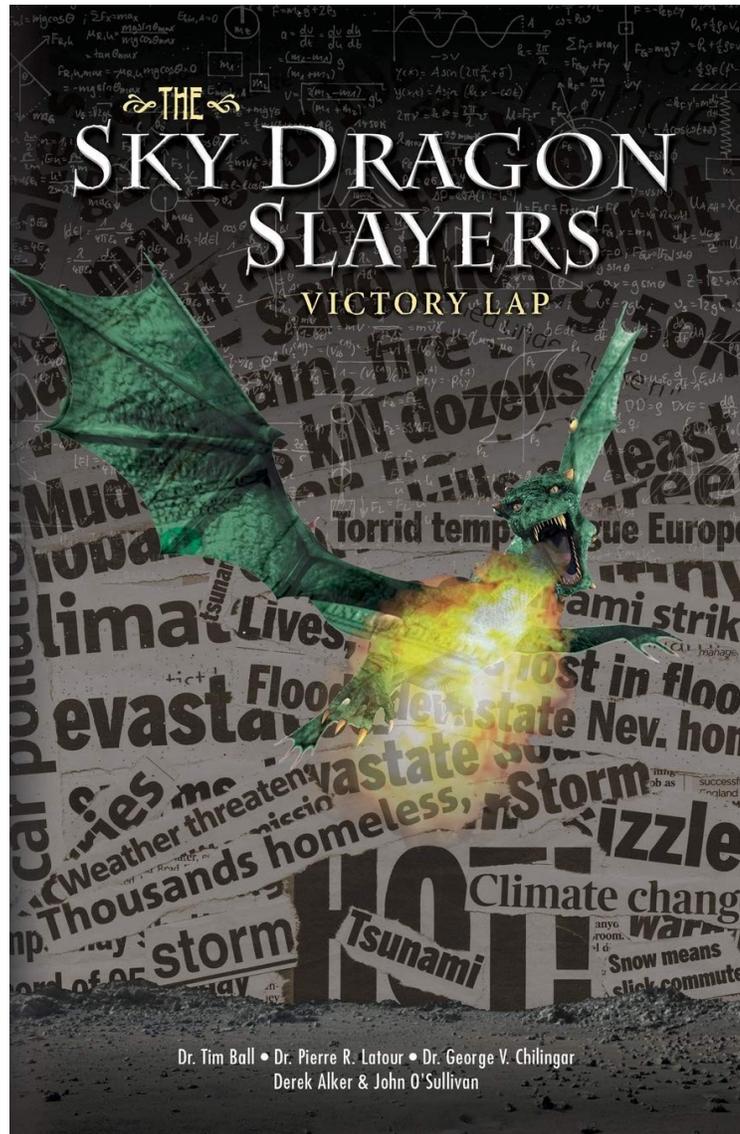
We have a plan to debunk the global warming hoax where it counts the most. Not in the court house ... although cases of RICO clearly exist in the past administration's EPA, DOE, and other groups ... our court is the court of public opinion.

We will create havoc as Americans see global warming really was and is a hoax. At the same time the country's ability to handle real and urgent threats such as immigration, Islamization, addressing the funding of the social security system, paying down the national debt as well as the insurgency of socialism, are stymied due to political infighting and a profits-at-any-cost rabble-rousing media.

EnergyCite's mission is to kill this mammoth beast called the climate change hoax and to expose those who have perpetrated this fraud and unduly profited from it.

Join with us as we produce the [Mango Project](#).

Tom D. Tamarkin, author of Chapter 9 of “The Sky Dragon Slayers; Victor Lap,” page 288 or <https://greatclimatedebate.com/climatic-effects-of-manmade-carbon-dioxide/> for downloadable pdf



The Date of this Memorandum is February 20, 2020

Private Offering Memorandum On-line or by invitation

CONFIDENTIAL PRIVATE OFFERING MEMORANDUM

EnergyCite, Inc.

\$1,000,000

Common Stock

\$5,000 to \$1,000,000 · 1,000,000 Shares @ \$1.00 per Share

Total Offering 1,000,000 Shares

Minimum Unit Investment \$5,000

For Accredited & A Limited Number of Sophisticated Investors Only

EnergyCite, Incorporated is a Nevada Corporation with administrative, engineering and production offices in Carmichael, California, formed in June 2018. Whereas the company has been engaged in the design, development, commercialization and marketing of various electronic products in the field of home automation, energy conservation and electronic utility metering systems for use by electric, gas and water utility customers; EnergyCite's immediate mission is:

To educate the largest number of citizens possible on the fraudulent science, politics, and business of the deceptive anthropogenic global warming hypothesis and the false viability of green renewable energy sources thereby negating the green energy agenda of America's elected leaders resulting in the removal of carbon dioxide (CO₂) from the U.S. EPA's 2015 **Endangerment Ruling** and the elimination of all carbon taxes and trading worldwide.

Tom Tamarkin is the founder of EnergyCite and is the principal inventor of **three granted U.S. patents**, numbers 7,379,791, 8,306,668, and 8,639,390 as well as granted patents issued in Israel, People's Republic of China, and the EU, which have been **assigned** to EnergyCite.

The Company's principal short term business objectives are:

1. The completion, production, and distribution of a children's book and accompanying online authoritative encyclopedia on the history and methodology of the fraudulent Anthropogenic Global Warming theory and the political dogma derived therefrom.
2. The completion of ClimateCite, Corp., a Nevada not for profit corporation formed by Tom Tamarkin, Pat Boone, and Rabbi Avraham Schwartz, and the federal registration and

acceptance by the United States Internal Revenue Service of the entity's 501 (c) (3) nonprofit tax exemption status, as well as the related completion of all sales and marketing tools necessary to raise investor/donor funds for Phase II of the Mango project which is the production and distribution of Mango the Movie.

Investors who purchase shares of EnergyCite pursuant to this offering, may request that part or all of their investment funds be withdrawn from the capital contribution of EnergyCite and paid to the benefit of ClimateCite Corp for the conveyance of the IRS tax benefits accorded to Climate's donors by virtue of its IRS 501 (c) (3) status as a private educational foundation.

The Company is offering 1,000,000 Shares of Common Stock, ("the shares"), for a purchase price of \$1.00 per share which constitutes 37.5% of the company once fully subscribed. See "DESCRIPTION OF CAPITAL STOCK." Forty percent (40%) of EnergyCite's net profits resulting from the sale of all Mango project books and educational materials shall be distributed to all investors in this offering on a prorata basis in perpetuity or until a major of the offering shareholders vote to discontinue such distribution of profits.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS INACCURATE AND CRIMINAL.

(1) This offering will terminate on February 20, 2020, unless extended by the Company for up to an additional 180 days (the Sales Termination Date). There is no requirement that any minimum number of shares be sold and therefore no escrow will be established for subscription funds. Subscription funds may be deposited by the Company directly into its operating account for use as described in this Memorandum. See "TERMS OF OFFERING" and "USE OF PROCEEDS."

(2) The shares will be offered on a "best-efforts" basis by the officers, employees, directors, and shareholders of the Company, and may be offered by independent referral sources and through broker-dealers selected by the Company who are registered members of the National Association of Securities Dealers, Inc. ("NASD"). Referral fees may be paid to finders and selling commissions may be paid to registered broker-dealers, in the form of cash, stock options, warrants and shares of the Company's common Stock, for sales of Shares made through or by them. The Company will indemnify participating broker-dealers, if any, with respect to disclosures made in this Memorandum. See "PLAN OF DISTRIBUTION."

(3) The amounts shown are before deducting organizational and offering costs to the Company, which include legal, accounting, printing, due diligence, marketing, selling, and other costs incurred in the offering and sales of the Shares.

(4) The shares will be sold only to accredited and a limited number of non-accredited but sophisticated investors as those terms are used in Regulation D rule 504 promulgated under the Securities Act of 1933, as amended. The Company has the option at its sole discretion to accept

less than the minimum investment from a limited number of subscribers. The Company also has the option in its sole discretion to increase the maximum amount of this initial offering of shares by up to an additional \$500,000 for a total maximum offering of \$1,500,000 consistent with the extension provision of paragraph one above.

STATE NOTICE REQUIREMENTS

NOTICE REQUIREMENTS IN STATES WHERE SHARES MAY BE SOLD ARE AS FOLLOWS:

1. **FOR CALIFORNIA RESIDENTS:** THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS OFFERING HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND IS BEING MADE PURSUANT TO THE EXEMPTION FROM QUALIFICATION UNDER THE NATIONAL SECURITIES MARKET IMPROVEMENT ACT OF 1996 OR, IN THE ALTERNATIVE, PURSUANT TO THE EXEMPTION AVAILABLE IN SECTION 25102(f) OF THE CALIFORNIA CORPORATIONS CODE FOR PRIVATE PLACEMENTS.
2. **FOR FLORIDA RESIDENTS:** THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE FLORIDA DIVISION OF SECURITIES. EACH FLORIDA RESIDENT WHO SUBSCRIBES FOR THE PURCHASE OF SECURITIES HEREIN HAS THE RIGHT, PURSUANT TO SECTION 517.061(11)(a)(5) OF THE FLORIDA SECURITIES ACT, TO WITHDRAW SUCH SUBSCRIPTION FOR SUCH PURCHASE AND RECEIVE A FULL REFUND OF ALL MONIES PAID WITHIN THREE BUSINESS DAYS AFTER THE EXECUTION OF THE SUBSCRIPTION AGREEMENT OR PAYMENT FOR THE PURCHASE HAS BEEN MADE, WHICHEVER IS LATER. WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, A SUBSCRIBER NEED ONLY SEND A LETTER OR TELEGRAM TO THE COMPANY AT ITS ADDRESS SET FORTH IN THE TEXT OF THIS MEMORANDUM INDICATING THE SUBSCRIBER'S INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED THIRD BUSINESS DAY. IT IS ADVISABLE TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO ENSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME IT WAS MAILED. IF THE REQUEST IS MADE ORALLY (IN PERSON OR BY TELEPHONE TO THE COMPANY AT THE NUMBER LISTED IN THE TEXT OF THIS MEMORANDUM, A WRITTEN CONFIRMATION THAT THE REQUEST HAS BEEN RECEIVED SHOULD BE REQUESTED.

SEE THE SUBSCRIPTION AGREEMENT FOR OTHER STATE NOTICES, IF APPLICABLE.

THE OFFER AND SALE OF THE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). NO SHARES MAY BE RESOLD, ASSIGNED OR OTHERWISE TRANSFERRED UNLESS A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT, OR THE COMPANY HAS RECEIVED EVIDENCE SATISFACTORY TO IT THAT SUCH TRANSFER DOES NOT INVOLVE A TRANSACTION REQUIRING REGISTRATION UNDER THE ACT AND IS IN COMPLIANCE WITH THE ACT.

THE SHARES HAVE NOT BEEN QUALIFIED UNDER CERTAIN STATE SECURITIES LAWS IN RELIANCE UPON THE APPLICABLE EXEMPTIONS FROM REGISTRATION FOR PRIVATE OFFERS AND SALES OF SECURITIES. NO SHARES MAY BE SOLD, ASSIGNED OR OTHERWISE TRANSFERRED UNLESS THE COMPANY HAS RECEIVED EVIDENCE SATISFACTORY TO IT THAT SUCH TRANSFER DOES NOT INVOLVE A TRANSACTION REQUIRING QUALIFICATION UNDER SAID STATE SECURITIES LAWS AND IS IN COMPLIANCE WITH SUCH LAWS.

THIS MEMORANDUM IS NOT KNOWN TO CONTAIN AN UNTRUE STATEMENT OF A MATERIAL FACT, NOR TO OMIT MATERIAL FACTS WHICH IF OMITTED, WOULD MAKE THE STATEMENTS HEREIN MISLEADING. IT CONTAINS A FAIR SUMMARY OF THE MATERIAL TERMS OF DOCUMENTS PURPORTED TO BE SUMMARIZED HEREIN. HOWEVER, THIS IS A SUMMARY ONLY AND DOES NOT PURPORT TO BE COMPLETE. ACCORDINGLY, REFERENCE SHOULD BE MADE TO THE CERTIFICATION OF RIGHTS, PREFERENCES AND PRIVILEGES AND OTHER DOCUMENTS REFERRED TO HEREIN, COPIES OF WHICH ARE ATTACHED HERETO OR WILL BE SUPPLIED UPON REQUEST, FOR THE EXACT TERMS OF SUCH AGREEMENTS AND DOCUMENTS.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION WOULD BE UNLAWFUL. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS CONCERNING THE COMPANY OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM, OR OF ANY PRIOR OR SUBSEQUENT COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES, AS INVESTMENT, LEGAL, FINANCIAL OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT THE INVESTOR'S OWN COUNSEL, ACCOUNTANT AN OTHER PROFESSIONAL ADVISORS AS TO LEGAL, TAX AND OTHER RELATED MATTERS CONCERNING THE INVESTOR'S INVESTMENT.

THE PRIVATE PLACEMENT OF THESE SECURITIES IS BEING MADE IN RELIANCE ON THE EXEMPTION FROM REGISTRATION AVAILABLE IN RULE 504 OF REGULATION D OF THE FEDERAL SECURITIES ACT OF 1933 AS AMENDED AND PURSUANT TO THE NATIONAL SECURITIES MARKET IMPROVEMENT ACT OF 1996.

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Energycite Incorporated

PRIVATE PLACEMENT OFFERING MEMORANDUM

February 20, 2020

THE SECURITIES OFFERED BY THIS PRIVATE OFFERING CIRCULAR ARE OFFERED IN RELIANCE UPON EXEMPTION FROM REGISTRATION PURSUANT TO REGULATION D, RULE 504 OF THE FEDERAL SECURITIES ACT OF 1933 AS AMENDED. THEREFORE, THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, THE SECURITIES ACT OF THE STATE OF NEVADA, OR THE SECURITIES LAW OF ANY OTHER STATE.

This private offering memorandum represents one of a limited number of counterparts prepared by Energycite, Inc. for qualified investors.

No person has been authorized to give any information or to make any representation to the contrary of that which is contained in this private offering memorandum. If given or made, such information or representation must not be relied upon as having been authorized unless, at the company's consent, additional information is furnished to the offeree or representative thereof.

This memorandum is intended solely for the use of the person to whom it is addressed. Its reproduction or circulation to other persons or parties has not been authorized. The receipt of this memorandum constitutes the agreement of the offeree to return it to the company in the event the offer is not accepted within 30 days or immediately upon the company's request.

The Project & Company:

Energycite, Inc. is a Nevada Corporation which has been engaged in the business of developing, manufacturing, and marketing a proprietary residential and small business energy management system meant to help consumers and small business reduce electricity and in the future, gas and water bills. The company's founder, Tom D. Tamarkin, <https://tamarkin.us> is the principal inventor of granted U.S. patents number 7,379, 791, 8,306,668, and 8,639,390 as well as like patents granted in the State of Israel, the EU and The People's Republic of China. These patents have been assigned to Energycite, Inc., <https://energycite.com/patents/>.

However, the company has made the determination based on the founder's many years of industry experience that it must successfully execute on its short term mission before it

begins the long term commitments of product manufacturing, sales and service. The company's short term mission is:

To educate policy makers, elected leaders, collective nationwide media, and the largest number of citizens possible on the fraudulent science, politics, and business of the deceptive anthropogenic global warming hypothesis and the false viability of green renewable energy sources thereby negating the green energy agenda of America's elected leaders resulting in the removal of carbon dioxide (CO₂) from the U.S. EPA's 2015 **Endangerment Ruling** and the elimination of all carbon taxes and trading worldwide.

The company refers to this phase of its operation as the **Mango Project**

Mango Project Phase One

- Organize and hold expert scientists team meeting. This includes the specific scientists identified in the Mango Executive Summary, physiologist, media members, and Avi Schwartz, our screenwriter and movie producer. At: <https://greatclimatedebate.com/mango-summary/> Passcode required. Use: 18ognam36
- Team review of our climate change tutorial. At: <https://greatclimatedebate.com/tutorial-anthropogenic-global-warming-agw/>
- Group agreement and statement on the scientifically correct definition of the effect of man produced atmospheric carbon dioxide (CO₂) on average global temperature.
- Conceptual discussion of "children's" book for adults on the climate deception and fraud. The children's book syllabus is at: <https://greatclimatedebate.com/childrens-book-syllabus/> Passcode required. Use: 18ognam36.
- Conceptual discussion of the detailed text book on the science, politics, and business fraud of the climate deception.
- Buy off by all the team members that they will be listed as contributing authors of the two books. This first choice list includes over 10 Ph.D.s including the co-founder of Greenpeace and President Trump's former NCCS presidential climate committee designated Chairman, William Happer, Ph.D.
- Preparation of the book drafts.
- Team review.
- Production of books. Detailed text book online only for Phase 1.
- Delivery of the children's book to all US. Government senior executives, Senators, House of Representative members, appropriate staff in the EPA, DOE, NOAA, NASA, and others involved with the AGW matter. Delivery of children's books to

key executives, editors, senior reporters at CBS, NBC, ABC, CNN, major news magazines, and all newspapers in the U.S.

- Completion of the Mango the Movie treatment and synopsis.
- Nationwide rollout of Children's book after first release to federal and state politicians and the news organizations nationwide. That generates tremendous marketing at very little cost and opens up distribution. This will be highly profitable and enable Mango the Movie funding syndication as well as eliminating lack of distribution for negative politically incorrectness reasons.
- The entire phase 1 process will be documented by excellent quality video production hosted by a high caliber journalist with name recognition with multiple international remote site locations. Coincident with the dissemination of the children's book, it is anticipated that a 1 to 1.5 hour documentary production will be aired on One America Network News or the like.
- Who is Tom Tamarkin and why is he taking this on is explained at: <https://greatclimatedebate.com/tom-tamarkins-story/> Use 180gnam36 for passcode.
- Mango the Movie Executive Summary at: <https://greatclimatedebate.com/mango-landing/> Use 180gnam36 for passcode; chose English or German

Executive Summary

Confidential and sensitive

Introduction

Climate treaty tariffs, carbon cap payments, climate research, climate abatement procedures, climate litigation, higher energy prices, and unworkable green energy projects collectively are costing taxpayers worldwide over 2 trillion dollars annually. Furthermore a group of world elitists are using climate change as the reason to restrict abundant, inexpensive, energy to force population reduction and the creation of a single worldwide socialistic government. The sole enabling proposition is the scientifically incorrect theory that carbon dioxide produced by man gives rise to statistically relevant climate change. Disprove the proposition that increased carbon dioxide creates climate change and all this financial waste and political turmoil disappears. The plan presented here debunks the connection between carbon dioxide and climate, and exposes the associated corruption and illegal activities. The end game is the declassification of carbon dioxide as a pollutant by the United States Environmental Protection Agency and swift resolution of the inevitable litigation. We intend to make this happen and prevent the socialist's movement in the U.S. from gaining further traction. The House and Senate will flatly reject unworkable green and renewable projects advertised to provide baseload power and fuels for the transportation industry. Government tax credits and subsidies for green and renewable equipment and projects will be removed.

Problem:

The fraudulent deception known as Anthropogenic Global Warming (AGW,) and often referred to as climate change, is costing taxpayers over two trillion dollars annually

worldwide. There is no real world evidence of a climate crisis and the investments will result in no measurable change in climate. Moreover it is disrupting the availability of abundant economical energy both in America and abroad. As part of the deception, the United States Environmental Protection Agency (EPA) was induced to incorrectly define the simple chemical carbon dioxide (CO₂) as a pollutant. The United States Supreme Court has upheld the EPA's power to enforce that in rules and standards. As a result of this classification, a business scheme known as carbon cap & trade is costing tax payers tens of billions of dollars annually. In the U.S. a political movement is gathering force to attempt to enact "The Green New Deal" at the federal level. This must be stopped and the American people must be made aware of the magnitude of the AGW deception, fraud, and international political scheme. In so doing, the American people will see just how out of contact with the real issues and facts most politicians are, and how they grasp at thin air...literally. See: <https://greatclimatedebate.com/>

Solution

In order to reach the maximum number of Americans possible, we propose to produce and distribute a hit "blockbuster" movie as well as an auto-biographical sub-plot movie based on the real life of a leading American climate scientist. Two books will also be written for distribution to both to the public and all members of the House, Senate, and, executive department members of the federal government. The movie aims to expose the AGW/climate change deception once and for all. The movie will be based on scientific authority, deep due diligence detective research, common sense logic, and takes the form of an entertaining love story with detective and thriller components. The movie is intended to be of such high quality and drama that it will be a box-office hit and capture the imagination of tens of millions of Americans leading them to discover the fraud and deception that has been spawned from the AGW misconception.

Scientific Consensus

The global warming community and its proponents claim that there is a 97% consensus of scientists that global warming/climate change is real and caused by man. This is far from true. But there is much less consensus of the real scientific cause and affect relationships by scientists skeptical or dismissive of global warming. The reason is that the Earth's climate is a very complex system and subject to naturally occurring variations that are both terrestrial and extraterrestrial in origin. Furthermore many highly acclaimed "climate scientists" simply don't have a high level of understanding of concepts that require advance study in the areas of thermodynamics, optics, and physical chemistry. Thus, when the top five "non-warming" climate scientists are interviewed, the interviewer receives five different answers to seemingly simple questions. The opposition warming community uses this in ad homonym attacks.

Furthermore many of the skeptical scientists have little knowledge of the vast financial and legal damage the warming community is doing through the various manifestation of the global warming climate-industrial complex and in fact the majority of these scientists do not like to hear terms such as AGW hoax, deception and fraud. Even fewer of these scientists understand the origins of the elaborate and ongoing AGW based plan for

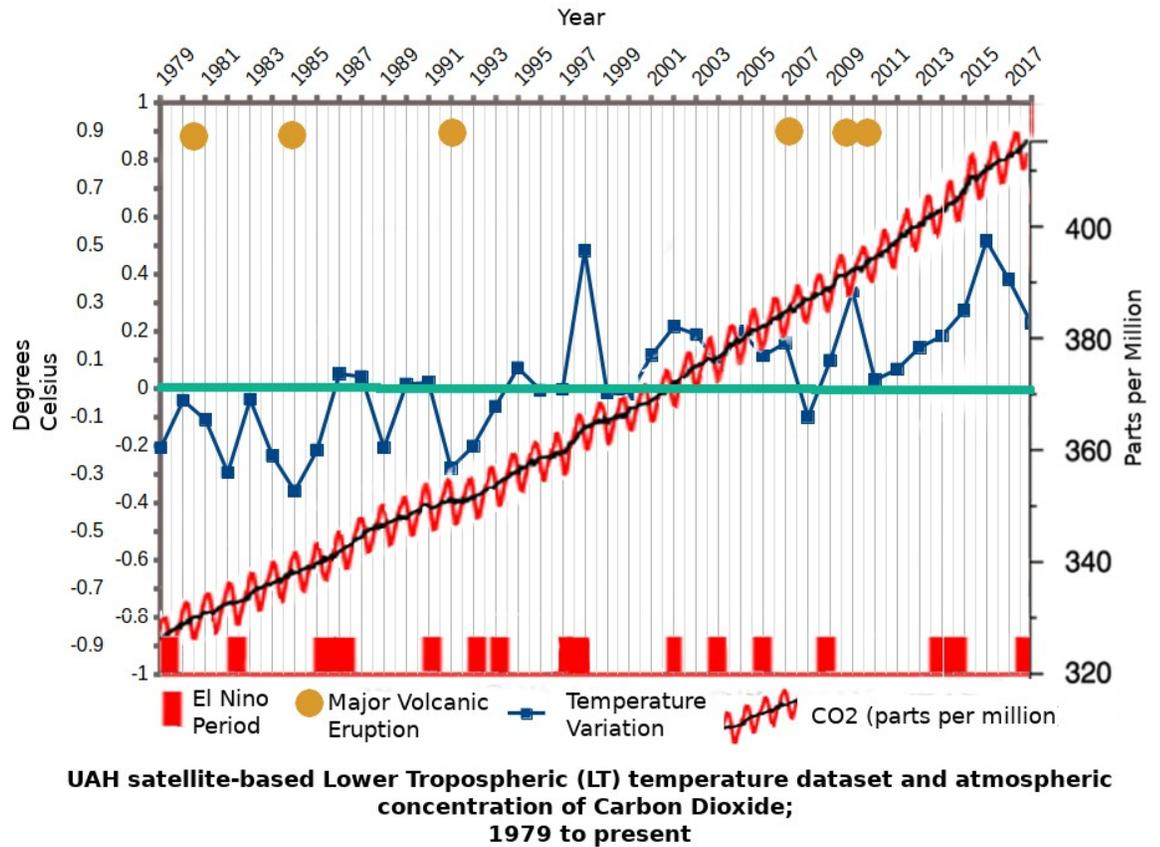
certain groups to push an agenda of worldwide population reduction forced by the restriction of abundant inexpensive energy and the creation of socialistic single worldwide government intent on destroying capitalism. Most scientists and lay people today would likely dismiss this as conspiracy theory.

We plan to address these issues by holding a two to three day seminar with top climate scientists, some of whom have the ear of the President. Through presentations by climate scientists plus physicists, chemists, mathematicians, geologists, astrophysicists, petrophysicists, nuclear physicists, the media, and psychologists, a greater consensus will be reached concerning all the issues. The fundamental goal is to have a rather precise universal position on climate change and whether or not carbon dioxide has any net dangerous effect on climate. Furthermore, the energy needs of the future will be discussed. Generally speaking we need more energy in the future, not less.

Method:

- We have produced a chart that both scientists and non-scientists can easily understand demonstrating no correlation between atmospheric CO₂ levels and

temperature change.



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The temperature data is that of UAH6 and weighted by a 30 year average. This gives a sharp peak for each year. No mathematical correlation can be computed showing any causal affect between the two separate curves. The CO₂ is virtually a straight line regardless of beginning and endpoints. However we can mathematically demonstrate there is no logical correlation. The next step is to define natural variations that occurred on each of the years contributing to temperature swings. For example the 1991 eruption of Mt. Pinatubo is followed by three years of temperature decline. Chart details at: <https://greatclimatedebate.com/yearly-temperature-variation-and-atmospheric-co2-levels-1979-2018/>

- We have produced a scientifically comprehensive tutorial which explains climate changes and disproves the idea that the trace amount of CO₂ in the atmosphere

has a measurable and statistically meaningful effect on the climate. See: <https://greatclimatedebate.com/tutorial-anthropogenic-global-warming-agw/>

- We plan to organize an expert team review of the issues with the top real scientists (sometimes called skeptics and even deniers) to share information and perspectives leading to a reasonably broad consensus of how to succinctly present the information to lay people; at least two of these scientists have served President Trump as science advisors. The daft list of team members is presented below. Several have agreed to participate; others will be contacted in the upcoming weeks.
- The key goal here is to develop a “consensus” of what the most significant drivers of climate change are. Bringing in the top scientists representing various disciplines with emphasis on physics, chemistry, astrophysics, geology, mathematics, and climatology, will alter the views of these top skeptical scientists and provide more focus on the drivers of climate change. By including representatives in psychoanalysis and media, a comprehensive approach will be developed to most accurately and succinctly present the facts to the media and lay people using a children’s book and two movies as the principal vehicles. A critical issue is the function of carbon dioxide and “greenhouse gases” and the scientifically inaccurate term “atmospheric greenhouse effect.”
- After the conclusion of the expert team member’s presentations and discussion session, the current tutorial will be reviewed and agreed changes will be made based on the team’s assessment.

Immediate Plan

- Locate initial financial sponsor and private location for the expert team meeting
- Develop frame work of meeting objectives and structure; produce package for team member solicitation
- Extend invitations to scientists, writers, movie resources, and staff
- Organize travel arrangements, lodging and expert team event preparations
- Hold expert team meeting event
- Create consensus and focus on the plan and constituent elements
- Summarize any needed changes, omissions, and additions to tutorial for subsequent incorporation
- Rigorous post meeting follow-up.

Proposed invitees

- George Chilingar, Ph.D. Professor Emeritus, USC, and Chief Science Officer, Climate Cite, Inc, EnergyCite, Inc’s sister company organized as a not for profit with U.S. IRS 501(C)(3) status requested in process.

- **[Patrick Moore](#), Ph.D.** Co-founder Greenpeace and former President Greenpeace Canada. Strong advocate for the use of fossil fuels and nuclear power having reversed his previous “Greenpeace” views.
- **[Lara Logan](#)**, Journalist. Past CBS Sixty Minutes and [CBS News chief foreign affairs correspondent](#) (2006–2018)
- **[Ralf D. Tscheuschner](#)**, Ph.D, *Falsification Of The Atmospheric CO₂ Greenhouse Effects Within The Frame Of Physics,*” and *“Reply to “Comment on ‘Falsification Of The Atmospheric CO₂ Greenhouse Effects Within The Frame Of Physics’”* by Joshua B. Halpern, et al.
- **[Roy W. Spencer](#), Ph.D.**, Second leading character in Mango, and the subject of the autobiography film, “AGW Skeptical Scientist in Chief,” researcher, UAH
- **[Willie H. Soon](#), Ph.D.**, researcher at the Solar and Stellar Physics Division Harvard-Smithsonian Center
- **[William Happer](#), Ph.D.**, Science Advisor to President
- **[Richard Lindzen](#), Ph.D.**, Science Advisor to President Trump
- **[John Christy](#), Ph.D.**, Science Advisor to EPA
- **[Ian Plimer](#), Ph.D.**, Professor emeritus of earth sciences at the University of Melbourne, previously professor of mining geology at the University of Adelaide, author of “Heaven and Earth,” and “Climate Change Delusion and the Great Electricity Rip-Off.” Dr. Plimer was a personnel contributor to the current tutorial.
- **[Ed Phiel](#), Ph.D.** Nuclear physicists, Chief Technology Officer & co-founder Elysium Industries LTD.
- **[Michael Brown](#), MSc**, Past UK Atomic Energy Authority, articles upon request. (mostly classified under AEA, UK), administrator of several Scientists Skeptical of AGW websites
- **[Judith Curry](#), Ph.D.**, “Thermodynamics of Atmospheres and Oceans,” co-editor of “Encyclopedia of Atmospheric Sciences” (2002), as well as over 140 scientific papers. Current Climate Etc., [web blog](#).
- **[W. Jackson Davis](#), Ph. D.**, Biology, Postdoctoral, Neuroscience, Stanford, “The Relationship between Atmospheric Carbon Dioxide Concentration and Global Temperature for the Last 425 Million Years” , CV, <http://www.environmentalstudiesinstitute.org/W-Jackson-Davis.pdf>
- **[Josepha Postma](#), MS** astrophysics, “*In The Cold Light of Day*,” UVIT Research Analysts
- **[Jeffrey Foss](#)**, Ph.D. philosopher of science, Professor Emeritus at the University of Victoria, Canada, author of Beyond Environmentalism: A Philosophy of Nature
- **[Jeffrey Satinover](#)**, Ph.D., holds degrees from MIT, Harvard, Yale, the University of Texas and the University of Nice where he earned a Ph.D. in physics (complex systems theory) in 2009 with highest honors. He is the author of 50 articles, chapters, and books.

- [Andy May, BS](#), Geology, “Climate Catastrophe, Science or Science Fiction?”
- [Bud Bromley, BSc](#), Retired chemist, international scientific instrument sales and marketing manager.
- [Penelope Arcana Copeland](#), Lead character base in Mango, FL State licensed massage therapist
- [Paul Driessen, ESQ](#), Lawyer and author on the climate-industrial complex
- [Rabbi Avi Schwartz](#), writer-director, VP ClimateCite
- [Pat Boone](#), To portray Dr. Roy W. Spencer in both films, actor, recording artist, and author
- [Sam Schain](#), Thirty year CBS and NBC News veteran
- [Lynn Provencio](#), ClimateCite IT director, webmaster and graphics art
- [Chuck Wilkerson MSE](#), Original lead author of the AGW/climate change tutorial, El Segundo, CA.
- [Lord Christopher Monckton of Brenchley](#)
- [Tomer \(Tom\) Tamarkin](#), President, EnergyCite & ClimateCite, Inc. and Executive producer of Mango project. [Great Climate Debate website](#)

Current Status

- AGW/Climate Change tutorial, 75 page presentation complete. Pending final science review final interactive online will be available in 8 weeks.
- Mango premise and story line completed; synopsis and full treatment available 8 weeks after funding.

Books:

Two books will be written

1. A Children’s Guide to Climate. This will be an exquisitely illustrated child’s book similar in style and format to books written by Lynnette Estes Friess. The theme of the book is freedom and liberty and will walk people through the story of how the “global elites” and greedy businessmen created the AGW/climate deception. The goal of the deception is to establish the need to form a one world socialist’s government with an accompanying population reduction of tenfold. The restriction of cheap abundant energy is the means. At the same time greedy business people developed the carbon credit tax scheme and legitimized it with the EPA’s definition of CO₂ as a pollutant and a Supreme Court ruling the EPA’s has the ability to enforce that rule.

The book provides a very simple scientifically accurate proof that carbon dioxide (CO₂) resulting from man’s use of fossil fuels does not contribute to “global warming” or climate change. In the style of Frederick Windsor’s famous “*The Space Childs Mother Goose*” and its story “*The Theory That Jack Built,*” the theory of Anthropogenic Global Warming will be deconstructed and debunked. The Theory That Jack Built.at:

<https://greatclimatedebate.com/the-theory-that-jack-built/>

Although the book will be written in the style of a children's book its initial principal audience will be adults. It is written to be a very quick read using simple language and a minimum amount of scientific terms and phrases.

Copies of the book will be distributed to all members of the U.S. House of Representatives, Senate, and various executive department members including the President and Vice President, as well as appropriate staff in the EPA, DOE, NOAA, NASA, and other agencies involved with the AGW matter. Additionally the books will be distributed to all senior executives and news editors of television and print news organizations, CEOs of all utility companies, and select energy related businesses in the United States.

The children's book will present concepts in language an eighth grader can understand but will have annotated references of each point and concept to a second far more comprehensive book which provides voluminous proofs and details. The second book will be available online for quick reference.

2. The second book will be an extremely authoritative text, documenting the origins of the global warming deception, the deceptive formation of carbon cap and trade, the use of the climate change deception in pursuit of a socialistic one world government, and the complete trail of the fraudulent science used to support it. Moreover it will provide the most comprehensive discussion of the science which invalidates the atmospheric greenhouse effect. This will be the most authoritative "climate change" book yet written and will be used as the basis of fact for the Mango movie which will be subjected to major ad hominem attack by the climate change alarmists community, green industries, the media, and the democrat political party. Additionally this book aims to become the handbook for much future legal litigation and discovery investigations surrounding the enormous deceit and fraud within the EPA and other government entities under the previous administration.

Movies

Two movies will be produced.

- **Climate deception documentary. To track and follow the climate text online book**

To track and follow the climate text online book.

- **Mango, the Movie**

The abstract describing the issues and events Mango will teach is presented on the Great Climate Debate website at: <https://greatclimatedebate.com/prosecutorial-abstract/>

Throughline and plot

Penelope was a very high IQ gifted child and is now a licensed massage therapist and she has numerous other vocational certifications including private investigators certification, tax preparer licenses and a private pilot's license. Her passion is to acquire a mango farm. However, she lives in an area in central Florida that is slightly too cold to grow mangos. Thinking that global warming may fix her inability to grow mangos, she researches 20 years of U.S. Federal FDA "plant hardiness guides" and sees there has been no changes in localized temperatures. Being conditioned to all the media rhetoric about global warming she begins to study and question the science as well as the history of the "global warming movement." She meets and falls in love with the black sheep of the famous "Rothschild" family, Daniel, who explains to her the nefarious interworkings of "The Club of Rome," the CFR, the Trilateral Commission, Davos World Economic Forum and the World Bank. And connections are made with the carbon cap trading mafia and the entire skullduggery within the U.S. federal government leading to the EPA's classification of carbon dioxide as a pollutant. In her search for the truth, Penelope and Daniel met and interview all the leading climate skeptical scientists throughout the world and they attend various "The Club of Rome," CFR, Trilateral Commission, Davos World Economic Forum and the World Bank meetings. Penelope and Daniel hatch a plan to expose the fraud and deceit known as the climate change hoax. However, a leak occurs and the carbon cap trade mafia finds out and orders a "takeout" of Penelope and Daniel. Major high tension actions scenes take place ending with Penelope and Daniel in the middle of a small commercial aviation field. Penelope is able to hotwire an unlocked airplane and she and Daniel take off for his primary home in Israel. There they manage their secret plan to expose the hoax to the American people and their elected leaders. They bring down the climate change hoax with what becomes a widely famous and sought after children's book that was delivered by various ingenious and comical means to all elected leaders in America as well as all TV stations, magazines and newspapers. Online at: <https://greatclimatedebate.com/mango-the-movie-throughline-and-plot>.

Distribution risks

In today's current liberal and business climate it is doubtful that a movie such as Mango could be distributed by the traditional movie distribution network. However once the children's book is released and the political climate in Washington DC is in total disarray over the climate change issue, the Mango movie becomes topical and no longer "politically incorrect."

Funding Vehicle

Early stage funding will be equity in EnergyCite< Inc pursuant to the terms of this private placement offering memorandum and ClimateCite, Inc., a new clean NV not for profit corporation whose current Director/Trustees are Pat Boone of Beverly Hills, CA, Tom Tamarkin of Carmichael, CA and Rabbi Avraham Schwartz of First round private equity voting shares will be priced at \$1.00 per share.

1. A film treatment is a piece of prose, typically the step between scene cards and the first draft of a screenplay for a motion picture, television program, or radio play. It is generally longer and more detailed than an outline, and it may include details of directorial style that an outline omits
2. A screenplay synopsis summarizes a screenplay for an agent, director or producer. Unlike a treatment, which is a narrative of everything that happens in a screenplay, a synopsis includes only the most important or interesting parts of the story.

TERMS OF THE OFFERING:

Entity: Energycite, Inc. is a Nevada Corporation in good standing incorporated on June 16, 2018. The company has been engaged in the design, development, manufacture, and sales of various electronic products since inception.

Amount of Subscriptions: The securities offered consist of shares of Energycite, Inc.’s Class A voting Common Stock. The maximum aggregate of this offering will be \$1,000,000.00 unless extended as described above.

The Purchase Price: The purchase price will be \$1.00 per share.

Subscription Period: The subscription will begin on February 20, 2020 and close on February 20, 2021. Energycite, Inc., reserves the right to close the subscription period any time before February , 2021.

Determination of Offering Price: The \$1.00 per share offering price is based on Energycite, Inc.’s current internally calculated valuation. The total number of shares offered is based upon the best estimate of the projected costs to successfully complete Phase I of the Mango project which is the Children’s book and online encyclopedia with sufficient traction to sustain business operations and future financing for Phase II of the Mango project which is Mango the Movie.

Dilution:

<u>% Of Company:</u>	<u>Shares:</u>	<u>Shareholder:</u>
31.25%	833,334	Tom & Emily Tamarkin
13.89%	370,370	Pat Boone
6.95%	185,185	Don London
5.59%	148,148	Lynn Provencio
4.17%	111,111	Rabbi Avi Schwartz
0.69 %	18,519	Pre Offering Investors
37.50%	1,000,000	Current Offering Investors

Pre-purchased Shares: Fifteen thousand shares of the total 1,000,000 shares have been pre-purchased in 2019 and are held by Thomas Harke of Mülheim, Germany 10,000 shares, and Foster & Lynette Freiss of Jackson hole WY, USA, 5,000 shares.

Use of Proceeds: The net proceeds of this offering will be used for phase I of the Mango project. This phase will generate a substantial profit. The following pro forma illustrates EnergyCite, Inc.'s estimates of the use of the offering proceeds based on the full funding of this offering:

Children's Climate Book Project Simplified Statement of Operations (P&L)

Book Sales	<u>\$3,600,000</u>
Project COGS	
NRI:	
Children's Book story development ¹	100,000
Illustrations, focus group, proof ²	50,000
Set up/proof	10,000
Online AGW encyclopedia Development ³	250,000
Scientists Seminar ⁴	<u>125,000</u>
Total Development NRI	<u>535,000</u>
Qt. 200,000 Books ⁵	185,000
Shipping of books from PRC ⁶	10,000
Government leaders/Media Shipment ⁷	75,000
Total Project COGS	794,000
Gross Profit	2,796,000
Sales & Marketing ⁸	9000,000
G&A ⁹	400,000

Net Profit

\$1,496,000

Expense & Margin Assumptions:

- ¹ Onetime payment to principal children's book author.**
- ² Estimated \$35,000 to illustrator, \$10,000 for focus group panels, 5,000 for final proof**
- ³ Development of comprehensive AGW encyclopedia, \$50,000 to lead editor and \$25,000 to \$50,000 payments to key known name contributors**
- ⁴ Honorarium payments, travel, per diem, and conference rental with media support for scientists seminar**
- ⁵ Served market of 200,000 books based on 0.5% total U.S. available market of 40 million children between ages of 6-18. Book printing in China; total cost per book of \$0.925.**
- ⁶ Shipping 200,000 books from PRC, 4,500 via air, balance container ship**
- ⁷ Approximately 4,000 books delivered to government leaders and key media nationwide signature required from all recipients; negotiated bulk contract**
- ⁸ ClimateCite will market books leverage on media buzz and media advertising**
- ⁹ G&A includes salaries, rent, legal, communication & data expenses, accounting, operating expenses, travel & per diem, consulting, office expenses, shipping/postage**

Share Repurchase Commitments: There are no outstanding commitments by Energycite, Inc. to repurchase any shares offered under the terms and conditions of this security.

Payment of Subscription: Subscriptions are a firm commitment to contribute to the capital of Energycite, Inc. and are payable in full pursuant to the terms of the Subscription Agreement or by special arrangements approved by the Chief Executive Officer of Energycite, Inc.

Plan of Distribution: The common stock will be offered by Energycite, Inc. by its officers, certain employees, the Company Spokesperson and the Director of Investor Relations; if any. A shareholder referral plan allows the company to compensate existing shareholders resulting from this offering in shares to the extent an investment is made by an outsider referred by an existing shareholder. Such compensation will be made by common stock at \$1.00 per share based on a 6% compensation rate. A finder's fee of 10% of funds raised may be paid to outsiders who have no employment basis with EnergyCite or equity holdings. In the case of licensed securities dealers/brokers, the traditional Lehman formula will apply.

Investor Suitability: This memorandum is being provided, and offers and sales of Common Stock will be made to persons selected by Energycite, Inc. who, by virtue of their investment experience, wealth, sophistication, state of residence, and other criteria, are to be considered qualified investors. Energycite, Inc. has not authorized the use of any promotional material or sales literature in connection with the offer or sale of the Common Stock other than this Private Placement Offering Memorandum, the exhibits included by reference herein and the company's secure websites of: <https://climatecite.com> & <https://energycite.com>. In addition,

no person(s) has been authorized to give any information or make any representations other than contained in this memorandum or its exhibits.

SUBSCRIPTION TERMS:

Subscriptions for the class A voting common stock will be offered for a minimum investment unit of \$5,000 at a purchase price of \$1.00 per share from \$5,000 to \$1,000,000. A minimum investment of \$10,000 is required once the company has sold \$500,000 in shares. At the sole discretion of Energycite, Inc., half units may be offered for sale. Additional investments may be made by an existing stockholder with a minimum investment of \$1,000.00.

The subscription commences February 20, 2020 and will terminate on February 20, 2021 subject to the right to close the subscription period at any time prior to February 20, 2021. Subscription proceeds received prior to the close of the subscription period will be placed in an account at a federally insured lending institution and Energycite, Inc. has the right to use the proceeds of the offering. Additional subscriptions to this offering will not be received after the subscription period is closed. The Common Stock will not be subject to additional assessments.

A subscription is a firm commitment to contribute the amount thereof to the capital of Energycite, Inc.

Suitability Standards: The offering described herein is being made as an exempt offering under the Securities Act of 1933, as amended, and on Regulation D, Rule 504, promulgated thereunder. These laws impose limitations on the persons to whom offers of the Common Stock of USCL Corporation can be made and from whom Subscriptions can be accepted. The Company will require compliance with all conditions necessary to establish the availability of the applicable exemptions, and may impose disclosure requirements on certain investors in addition to those stated herein.

Participation in Energycite, Inc. is intended only for those investors of substantial means who can assume the risk of a speculative investment on a long-term basis. Investments in this offering will be accepted from no more than 35 non-accredited investors. All other investors must meet the qualifications of an accredited investor or from those selected persons or entities deemed by Energycite, Inc. as otherwise qualified to analyze and make an investment of this nature. All non-accredited investors must be sophisticated in terms of their ability to judge this investment based on this offering memorandum and other courses of due diligence.

Method of Subscribing: A qualified investor to whom this offering is made may subscribe to this offering by executing duplicate copies of the Class A Common Stock subscription Agreement to be furnished by Energycite, Inc., a copy of which is included with the exhibits to this Memorandum, and paying the full amount of the subscription. Energycite, Inc. may reject any subscription, in whole or in part, for any reason. After an investor's subscription

is received and approved, Energycite, Inc will provide each investor a Common Stock certificate evidencing the number of shares subscribed for by the investor as well as the class of shares. Energycite, Inc. will notify each investor of the total number of shares sold through the offering, after the offering has been closed.

Sales of Common Stock may be made in some states by registered broker-dealers who will earn cash commissions. Such commissions will be paid out of the proceeds of the offering.

MANAGEMENT:

As of February 20, 2020 the following are the executive officers of EnergyCite Corporation.:

<u>Name:</u>	<u>Age:</u>	<u>Position:</u>
Tom D. Tamarkin	66	CEO, President
Avraham Schwartz	56	Vice President
Emily J. Tamarkin	67	Corporate Secretary

Bios at: <https://energycite.com/about-energycite/>

Management Contracts:

Tom D. Tamarkin, founder, President & CEO has a five-year employment contract with Energycite, Inc. commencing on January 28, 2020. The contract automatically renews at the end of its term unless terminated by either party for cause. The material provisions of the contract are:

- 1.0 All of Mr. Tamarkin's intellectual work product, patents, copyrights, designs, ideas, etc., developed during his term of employment with the Corporation, and which relate to Energycite, Inc.'s line of business shall be pledged to Energycite on a royalty free perpetual basis.
- 2.0 Mr. Tamarkin's salary shall be proportional to that published by the American Electronics Association for his position in similar business with similar sales revenues.
- 3.0 Mr. Tamarkin shall be entitled to a yearly bonus based on a percentage of net earnings (profits) and as approved by Energycite, Inc.'s Board of Directors.

BOARD OF DIRECTORS:

Tom D. Tamarkin, Chairman	Founder & CEO EnergyCite, Inc. Past president and CEO, USCL Corporation, past president & CEO Tamar Corporation.
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Carmichael, CA
66 <https://tamarkin.us>

Past VP & COO, Datamatic, Inc., author of “The Complete Handbook of Automatic Meter Reading” and developer of SAMREIM, Software for Automatic Meter Reading Economic Impact Measurement, for Electric, Gas and Water utilities. Granted 7 patents worldwide on the EMS-2020 system.

Pat Boone, Beverly Hills,
CA, 85

Author, singer, entertainer, and business person. As a recording artist he still holds the Billboard Magazine record for spending 220 consecutive weeks on the charts. The Pat Boone Chevy Showroom aired for 115 episodes when Pat was just 23 years old. He is the author of many books including the number one bestseller, “Twixt Twelve and Twenty” and the star of many films. Pat has written extensively on the future of fossil fuels and power generation with a focus on the need for the development and commercialization of fusion energy.

Don London Somerset ,
CA, 71

Don London is the founder, owner, and operator of Capitol Ace Hardware located in downtown Sacramento, California. As such, Don is very familiar with the various commercially available “smart thermostats”, load control devices, and energy conservations products. Prior to the organization of Capitol Ace Hardware, Don owned and operated London Construction, a successful home building company of higher end residential properties in the Sacramento and Elk Grove areas.

Avraham Schwartz,
Coral Springs, FL, 56.

Rabbi Avi Schwartz is an experienced digital and multimedia producer with strong skills in social media advertising. He is also an accomplished public speaker, filmmaker, and motivational leader. Rabbi Avi serves as a member of the “Truth in Textbooks” Academic Advisory Board. He attended The Bronx High School of Science graduating with honors in 1982. He received his BA degree from Queens College, CUNY, in 1988 and his MA degree from Queens College, CUNY in 1991. Rabbi Avi obtained his rabbinical education at Yeshiva, Mesivta Tifereth Yerusalem in New York and became an ordained orthodox rabbi in 1997. In 2001 Rabbi Avi obtained a filmmaking degree in writing & directing from the prestigious New York Film Academy.

Bios at:
<https://energycite.com/about-energycite/>

DESCRIPTION OF COMMON STOCK:

As of the date of commencement of this offering, Energycite, Inc. shall be authorized to issue 1,000,000 shares of new Class A, voting Common Stock.

Holders of Class A Voting Common Stock are entitled to one vote per share and may not accumulate votes for the election of directors. In the event of liquidation, dissolution or winding up of the affairs of Energycite, Inc., holders of both Class A and Class B Common Stock will be entitled to share ratably in the assets of Energycite, Inc. legally available to them. Holders of both class of Common Stock have equal rights, share for share, to receive dividends if declared by the Board of Directors. The Common Stock is not redeemable, convertible or entitled to preemptive rights. Energycite, Inc.'s Common Stock may not be sold, transferred, assigned or otherwise disposed of unless a registration statement under the Security Act of 1933 with respect to such disposition shall then be in effect or unless the person requesting the transfer of such shares shall furnish, with respect to such transfer, an opinion of counsel (both counsel and opinion to be satisfactory to the Company) to the effect that such sale, transfer, assignment or disposition will not involve any violation of the Act or any superseding statute or any applicable state law. Energycite, Inc. reserves the right to convert all of its Common Stock to Class A Voting Common Stock at its sole discretion.

Corporate Identification: The Company plans to unify its marketing plan to take advantage of the unique EnergyCite name and its related ClimateCite, EnergyCite, & UtilityCite Internet domains. All marketing programs and materials will feature EnergyCite.

Employees: The Company currently uses the services of various independent subcontractors, part time and full time employees. As the company closes out this offering and prepares for the next round of financing, it will begin the recruitment, identification, and interviewing of talent to build its operating management team.

Securities to be sold: Shares of Class A voting Common Stock. All shares sold hereunder have voting rights. These shares are exempt pursuant to the regulations of the Securities and Exchange Commission and are not readily marketable. Upon purchase of the securities, a standard buy/sell agreement will be executed by the acquiring shareholder as part of the purchase transaction.

Terms of eligibility: This offer is limited to accredited and sophisticated investors, as required by Federal Securities Law. Participation is offered on a private basis and only to a limited number of selected persons. Persons who do not meet certain standards are precluded from participation by Federal Rules and Regulations; therefore investors must complete the financial information questionnaire which accompanies this private placement memorandum or warrant their level of sophistication and level of accreditation.

Subscription to purchase units: Common stock will be offered to prospective investors that Energycite, Inc. believes meet the qualifications described above under "Terms of Eligibility". Any qualified person desiring to subscribe to the purchase of stock should execute the Subscription Agreement attached to this Private Placement Offering Memorandum and tender such document to the company with payment for said shares.

Such payment shall be made by check or bank transfer, payable to Energycite, Inc. at the stated cost of \$3.00 per share. A unit shall consist of 10,000 shares and 10,000 shares shall be the minimum number of shares that an investor may purchase except as previously provided in the case of approved one half units. The minimum share purchase requirement for existing shareholders shall be 333 shares for the sum of One Thousand Dollars. The company maintains the right to accept or reject any investment subscription by any prospective investor, including previous investors of the company, at the sole discretion of the company.

GENERAL:

Conversion of EnergyCite Offering Investment into ClimateCite a 501(c)(3) compliant nonprofit Nevada Corporation Educational Nonprofit:

Investors who purchase shares of EnergyCite pursuant to this offering, may request that part or all of their investment funds be withdrawn from the capital contribution of EnergyCite and paid to the benefit of ClimateCite Corp for the conveyance of the IRS tax benefits accorded to Climate's donors by virtue of its IRS 501(c)(3) status as a private educational foundation. Such conversion must be requested no sooner than 180 days from the initial investment in this EnergyCite offering and no later than 2 calendar years.

Distribution of EnergyCite Net Profits to Offering Investors:

Forty percent (40%) of EnergyCite's net profits resulting from the sale of all Mango project books and educational materials shall be distributed to all investors in this offering on a prorata basis in perpetuity or until a majority of the offering shareholders vote to discontinue such distribution of profits. Shares converted to the ClimateCite 501(c)(3) are not eligible to receive this distribution. An exemplary P&L statement titled "Children's Climate Book Project Simplified Statement of Operations" is provided on page 12 & 13 herein.

Ownership in Competitive Entities: Except as otherwise described herein, to the best of Energycite, Inc.'s knowledge and belief, none of the officers, directors, or significant shareholders of EnergyCite, Inc. or their respective spouses or relatives, owns directly or indirectly or collectively, a material interest in any entity that is a competitor, customer, or supplier of Energycite, Inc.

Business of the Company: Energycite, Inc. is an ongoing business and Energycite, Inc. has no knowledge or belief that (i) there is pending or threatened any claim or litigation against or affecting Energycite, Inc. contesting its right to produce, manufacture, sell or use any product, process, method, substance, part or other material presently produced, or planned to be produced, manufactured, sold or used by Energycite, Inc. in connection with the operations of Energycite, Inc. ; or (ii) there exists, or there is pending or planed, any patent, invention, device, application or principle, or any statute, rule, law, regulation, standard or code which would materially adversely affect the condition, financial or otherwise, or the operations of Energycite, Inc.; or (iii) there is any other factor (force majeure notwithstanding) that is likely to materially adversely affect the condition, financial or

otherwise, or the operations of Energycite, Inc. Energycite, Inc. is currently engaged in the business as set forth on the company's website at: <https://energycite.com>.

Franchises, Licenses, Trademarks, Patents, Proprietary and Other Rights: To the best of EnergyCite, Inc.'s knowledge and belief, the franchises, permits, licenses and other similar authority which Energycite, Inc. currently possess or intends to possess after the close of this offering, constitute all of the franchises, permits, licenses and other similar authority necessary for the conduct of Energycite, Inc.'s business. Energycite, Inc. possess or shall apply for all patents, patent rights, trademarks, trademark rights, trade names, trade name rights and copy rights necessary to conduct its business without conflict or infringement upon any valid rights of others and, has not received any notice or is otherwise aware of infringement upon or conflict with the asserted rights of others or of any basis upon which infringement of or conflict with such rights could so be asserted.

Employees: To the best of Energycite, Inc.'s knowledge and belief, no employee of Energycite, Inc. is, or is expected to be, in violation of any enforceable term of any employment contract, proprietary information agreement, non-competition agreement, or any other contract or agreement or any restrictive covenant or any other common law obligation to a former employer relating to the right of any such employee to be employed by Energycite, Inc. or to the use of trade secrets or proprietary information of others, and the employment of Energycite, Inc.'s employees does not subject Energycite, Inc. or its investors to any liability with respect thereto. There is neither pending nor threatened, any actions, suits, proceedings or claims with respect to the preceding sentence.

Disclosure: To the best knowledge and belief of EnergyCite, Inc., this Private Placement Offer Memorandum, and the Exhibits scheduled herein, when read together, do not contain an untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading in the light of circumstances under which they were made, provided that it is understood that Energycite, Inc.'s business plan contains projections and estimates made by Energycite, Inc. based on various assumptions that may or may not prove to be correct and that absolutely no warranty or guarantee of such estimates or projections is hereby expressly or by implication made.

Accounts and Records: Energycite, Inc. will keep true books and records of account in which full, true, and correct entries will be made of all dealings and transactions in relation to its business and affairs in accordance with generally accepted accounting principles applied on a consistent basis. As a privately held company EnergyCite, Inc.'s policy is not to make copies of its financial statements for shareholders holding less than 5% of the outstanding shares, however, any shareholder may call the company and ask to set a time for said shareholder to come to Energycite, Inc.'s office and review the financial statements.

Compliance with Requirements of Governmental Law: Energycite, Inc. and all its subsidiaries, if any, shall dully observe and conform to all valid requirements of governmental authorities relating to the conduct of Energycite, Inc.'s business, properties, and assets.

Maintenance of Corporate Existence, etc.: Energycite, Inc. shall maintain in full force and effect its corporate existence, rights, franchises, licenses, and other rights to use patents, processes, licenses, trademarks, trade names or copyrights owned or possessed by it or any subsidiary and deemed by Energycite, Inc. to be necessary to conduct Energycite, Inc.'s business.

RISK FACTORS:

The purchase of the Common Stock offered hereby involves risks. Each prospective investor should carefully consider the following risk factors in addition to any other risks associated with this investment and should consult with the investor's own legal and financial advisors.

Cautionary Statements: The following are cautionary statements made pursuant to the Private Securities Litigation Reform Act of 1995 in order for the Company to avail itself of the "safe harbor" provisions of the Reform Act. The discussions and information in this Memorandum may contain both historical and forward-looking statements. To the extent that the Memorandum contains forward-looking statements regarding the financial condition, operating results, business prospects or any other aspect of the Company, please be advised that the Company's actual financial condition and operating results may vary from such forward-looking statements. The differences may be caused by a variety of factors, including but not limited to, adverse economic conditions, intense competition, including entry of new competitors, adverse government regulation, inadequate capital, unexpected costs and operating deficits, lower sales and revenues than forecast, inability to develop or market any commercial products, patent infringement, failure to obtain or enforce patents or other proprietary rights, inability to license the Energycite, Inc. technology, or any other technology, lack of public acceptance of the Energycite, Inc.'s Energy Management System, failure to obtain customers, the risk of litigation and administrative proceedings involving the Company and its employees, the possible acquisition of new businesses that do not perform as anticipated, the possible fluctuation and volatility of the Company's operating results and financial condition, adverse publicity and news coverage, inability to carry out marketing and sales plans, changes in interest rates, inflationary factors, and other specific risks that may be alluded to in this Memorandum or in other reports issued by the Company.

No Market for the Securities - Lack of Liquidity: The Shares are not registered under the Securities Act of 1933, as amended, and may not be resold unless such securities are subsequently registered thereunder or an exemption from such registration is available. The Shares are being offered pursuant to Rule 504 promulgated under Regulation D of the Securities Act of 1933, as amended. There is no assurance that any public market for the Shares will develop. There is no assurance that the Company's stock will eventually be accepted for trading on the pink sheets, the OTC Bulletin Board, a NASDAQ market or on any other stock exchange. The Company will not initially be a public reporting company under the Securities Exchange Act of 1934, as amended, and there is no assurance as to if or when it will become a public reporting company. In order to become a public reporting

company, the Company must have audited financial statements and must file a Form 10 with the Securities Exchange Commission. The Company must become a public reporting company in order to be listed for trading on the OTC Bulletin Board, and must satisfy additional financial standards to be listed on the NASDAQ Small Capital Market. The Company may eventually attempt to have its stock traded on the “pink sheets.” Nevertheless, shareholders may not be able to liquidate their investments in the event of emergency or for any other reason. The Shares may not be acceptable as collateral for a loan. A purchase of Shares should be considered only as a long-term investment.

No Assurance of Profit: The Company’s business is dependent upon the development and acceptance of the Company’s products and services. There is no assurance as to whether the Company will be successful or result in revenue or profit, or develop any commercial products. There is no assurance that the Company will earn significant revenues or that investors will not lose their entire investment.

Determination of Offering Price: The offering price of the Shares were determined by the Company and represent to the best of the Company’s knowledge and belief a fair and accurate valuation of the Company based on the assets, results of operations and proprietary intellectual work product developed and owned by the Company.

Reliance on Management and Key Executives: The Company’s success is substantially dependent on the performance of its executive officers and key employees. The loss of an officer or director of the Company would have a material adverse impact on the Company. In the short term, the Company will generally be dependent upon Tom Tamarkin for the direction, management and daily supervision of the Company’s operations. (See “management”)

HOW TO SUBSCRIBE AND PURCHASE SHARES:

- I. Execute two copies of the Subscription Agreement. This means completing the bottom section of the Agreement by filling in all blank lines and signing. One copy of the Agreement is bound and follows this page; the second copy was provided in an envelope along with the Private Placement Offering Memorandum. The bound copy must remain attached to the Private Placement Memorandum.
- II. Complete the loose copy of the Purchaser Information Sheet; the bound copy following this page must remain with the Private Placement Offering Memorandum.
- III. Mail check, Offeree Questionnaire, Investor’s/Shareholder Agreement, and Subscription Agreement to Energycite, Inc. at:

Energycite Incorporated
5545 El Camino Avenue
Carmichael, California 95608, USA

- VII. Energycite, Inc. will return your Stock Certificate and a countersigned copy of the Subscription Agreement to you at the address provided on the Purchaser Information Sheet within 7 business days of receipt of your Purchase Agreements and payment.**
- VIII. If for any reason Energycite, Inc. is unable to accept your purchase offer, your payment will be returned to you along with a letter of explanation, within 7 business days of receipt of your purchase Agreements and payment.**
- V. Make check payable to EnergyCite, Inc. for number of shares purchased times the one dollar (\$1.00) purchase price per share.**

Energycite Incorporated
COMMON STOCK PURCHASER
INFORMATION SHEET

Name: _____

Address: _____

City: _____

State & Zip: _____

Home Telephone: _____

Business Telephone: _____

How do you want your stock titled: This means the name the stock is in:

Social Security or Tax Payer ID Number:

Primary:

Spouse:

Energycite, Incorporated

**5545 El Camino Avenue
Carmichael, California 95608
SUBSCRIPTION AGREEMENT**

I desire to participate in the Energycite, Inc.'s private placement stock offering. Please accept my application for the purchase of _____ shares.

I have hereby remitted the sum of \$ _____ (at the rate of the current per share price of \$1.00 per share) for payment of the company's common stock as set out in the Private Placement Offering Memorandum dated January 28, 2020.

I REPRESENT:

I have, either myself, or together with my advisor, sufficient knowledge and experience in financial, business and tax matters to evaluate the risks and merits of this investment.

I understand that this is a speculative venture and I am able to bear the economic risk of this investment.

I have read the Private Placement Offering Memorandum carefully and understand it. I am purchasing this interest for my own account and not for resale. I hereby state that no other promises or inducements, either oral or written, were made to induce me to sign this application other than my own investigation.

By executing this Subscription Agreement, I empower Energycite, Inc. to: (1) collect and disburse any and all payments for services and production made in my behalf; (2) deduct all proper operating and maintenance charges and taxes therefrom, and; (3) execute the necessary and/or standard operation contracts and agreements in accordance with Energycite, Inc.'s Private Placement Offering Memorandum dated August 20, 2018. The Private Placement Offering Memorandum is made part of this agreement by reference.

I (we) have read and understand the terms, conditions and statements set forth in the Private Placement Memorandum and by signing this Subscription Agreement am in effect agreeing to the terms, conditions and statement of that Private Placement Offering Memorandum.

Name _____

Phone Number

Address _____

Social Security or Tax Identification

Date: _____

X _____

Accepted _____

Subscriber's Signature

Energycite Incorporated