

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): **November 22, 2019**

(VET ONLINE SUPPLY LOGO)

Vet Online Supply, Inc.

(Exact name of Company as specified in its charter)

Florida (State or other jurisdiction of Incorporation)	000-55787 (Commission File Number)	47-099750 (IRS Employer Identification Number)
6500 Live Oak Drive Kelseyville, CA 95451		
(Address of principal executive offices)		
Phone: 415-756-4057 (Company's Telephone Number)		

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Company under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement

On November 22, 2019, we entered into a Merger Asset Purchase Agreement with BrewBilt Manufacturing, LLC (www.BrewBilt.com; a California Limited Liability Corporation established on May 31, 2016). Pursuant with the Asset Purchase Agreement the Board of Directors has authorized that BrewBilt shall sell, assign and transfer all of its right, title and interest to its IP, fixed assets and “know how” to the Company (collectively, the “Seller’s Assets”). The Company and BrewBilt mutually agree that BrewBilt will assign certain assets, and provide the “Know-How” regarding the designing and building of the finest craft brewing equipment in the industry today. BrewBilt manufactures cannabis systems used for extraction of hemp and CBD. The IP and assets pursuant to schedule are valued at \$5,000,000 based upon 4 years of operations and revenues. Total revenue in 2017 was \$800,000 and 2018 was \$1,700,000, and in 2019 \$1,600,000 YTD as of September 30, with additional new orders pending of \$1,100,000. Further, BrewBilt is manufacturing and has additional commitments for manufacturing CBD/Hemp Extraction systems for major agricultural growers through various suppliers. As consideration for the IP, fixed assets and the “Know -How”, the Company shall issue, or cause to be issued, \$ 5,000,000 worth of Preferred Series A Stock (PAR \$.001) within thirty (30) days from the date of this agreement. The number of Preferred Series A shares to be issued is 500,000 Preferred Series A shares at a price of \$10.00 per share and convertible pursuant the conversion rights as specified in the Articles of Incorporation and certificate of designation for VTNL.

Located in Grass Valley, CA, BrewBilt is one of the only California companies that custom designs, hand crafts, and integrates processing, fermentation and distillation processing systems for the craft beer, cannabis and hemp industries using “Best in Class” American made components integrated with stainless steel processing vessels using only American made steel. Founded in 2014, the company began in a backyard shop by Jeff Lewis with a vision of creating a profitable company in “Rural America” by hiring excellent personnel, designing and fabricating products to exceed customer’s expectations and compensating craftsmen with living wages and profit sharing to financially sustain their families within the community. Mr. Lewis, has 15+ years experience as a craft beer brewer, a custom tank/vessel designer, fabrication and integration expert and business owner who initially founded Portland Kettle Works, a nationally recognized manufacturer of craft beer brewing equipment located in the Northwest. The Company has grown from 3 employees in 2015 to 9 in 2017. Since inception, BrewBilt has successfully grown its business by closing sales of approximately \$350,000 in 2015, \$900,000 in 2016, \$1,500,000 in 2017, \$1,800,000 in 2018 and \$1,600,000 in 2019 YTD ending September 30. BrewBilt has been built by having strong relationships with local suppliers of raw materials, equipment and services in California, an aggressive referral network of satisfied customers nationwide, and an Advisory Board consisting of successful business leaders that provide valuable product feedback and business expertise to management. The craft brewing & spirits industries continue to grow worldwide. California is where craft brewing began and now has over 900 operating breweries – being centrally located in this booming market was a large draw for BrewBilt to locate its manufacturing facility in the Sierra foothills. All BrewBilt products are designed and fabricated as “food grade” quality which enables the company to build vessels for food & beverage processing , the company is now building systems that are pharmaceutical grade for clients involved in distillation for the cannabis and hemp industries, thus making the revenue potential much greater. BrewBilt buys materials and components mostly from California suppliers which enables them to closely monitor quality , while the company’s revenues are generated from sales to customers throughout the country. The company is aggressively pursuing international orders and has held meetings with the Center for International Trade Development and U.S. Commercial Service to develop international opportunities. Presently, a great deal of sales interest in coming from Mexico, Japan, Europe and Australia. BrewBilt competes against a number of companies, most of which are selling mass produced equipment from China made from less costly inferior quality Chinese steel which often neither food or pharmaceutical grade quality. While this broader market is very competitive, there continues to be little competition and strong market demand for higher quality, custom designed, hand crafted and integrated systems that BrewBilt produces. In July of 2016, BrewBilt moved from the small facility in Nevada City, CA to lease an eight thousand (8,000) square foot manufacturing facility in Grass Valley, CA. This facility was purchased by BrewBilt in January, 2018 and upgraded with substantial tenant improvements. BrewBilt is prepared to expand again by leasing an additional seventy six hundred (7,600) square feet in the same facility. BrewBilt obtains the majority of its leads through customer referrals and from online marketplaces. The company’s website is being expanded for online sales to include online educational/marketing videos that feature the company and its expanded

Item 5.02 Departure of Directors of Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

The Board of Directors dismissed Daniel Rushford as an officer and director, specifically as the Chief Executive Officer, Chairman of the Board, and Corporate (President) of the Company effective November 22, 2019. Effective November 22, 2019 Daniel Rushford will have a new revised Employment Agreement which appoints him as Manager of the CBD Pet Supply Division, a non-director/officer position which includes returning to Treasury 1000 Preferred Series B Control Shares, and an annual salary of \$36,000 which can be accumulated at 6% interest and converted to restricted common stock at fair market value at the time of conversion.

The Board of Directors appointed Jeffrey Lewis as the new Chief Executive Officer, Chairman of the Board, and Corporate (President, Secretary, and Treasurer) of the Company effective November 22, 2019. Jeffrey will be provided an Employment Agreement that includes the issuance of 1000 Preferred Series B Control Shares, and an annual salary of \$200,000 which can be accumulated at 6% interest and converted to restricted common stock at fair market value at the time of conversion.

Jeffrey Lewis is 46 years old. Founder of BrewBilt Manufacturing LLC, a multiple million dollar sales and manufacturing company, has 15 years of experience managing engineering, design and fabrication teams that custom design and fabricate integrated stainless steel distillation and brewing systems for the beverage, pharmaceutical, cannabis and hemp industries. Mr. Lewis has been a part of the design team which builds CBD Cold-Water and Alcohol based extraction systems in the US, and he will take charge of VTNL and continue to drive his products into both the cannabis and brewing markets.

Item 9 Financial Statements and Exhibits

Exhibit No.	Description
10.1	Merger Asset Purchase Agreement Dated 11/22/2019
10.2	Board Resolution Dated 11/22/2019
10.3	Employment Agreement for Jeffrey Lewis
10.4	Employment Agreement for Daniel Rushford

FORWARD LOOKING STATEMENTS

Certain statements in this Current Report on Form 8-K may contain forward-looking statements that involve numerous risks and uncertainties which may be difficult to predict. The statements contained in this Current Report on Form 8-K that are not purely historical are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Exchange Act, including, without limitation, the management of the Company and the Company's expectations, beliefs, strategies, objectives, plans, intentions and similar matters. All forward-looking statements included in this Form 8-K are based on information available to the Company on the date hereof. In some cases, you can identify forward-looking statements by terminology such as "may," "can," "will," "should," "could," "expects," "plans," "anticipates," "intends," "believes," "estimates," "predicts," "potential," "targets," "goals," "projects," "outlook," "continue," "preliminary," "guidance," or variations of such words, similar expressions, or the negative of these terms or other comparable terminology.

Forward-looking statements involve a number of risks and uncertainties, and actual results or events may differ materially from those projected or implied in those statements.

Although we believe that the assumptions underlying the forward-looking statements are reasonable, any of the assumptions could prove to be inaccurate. We can give no assurance that the results contemplated in the forward-looking statements will be realized. The inclusion of this forward-looking information should not be construed as a representation by the Company, or any person that the future events, plans, or expectations contemplated by our company will be achieved.

We caution against placing undue reliance on forward-looking statements, which contemplate our current beliefs and are based on information currently available to us as of the date a particular forward-looking statement is made. Any and all such forward-looking statements are as of the date of this Form 8-K. We undertake no obligation to revise such forward-looking statements to accommodate future events, changes in circumstances, or changes in beliefs, except as required by law. In the event that we do update any forward-looking statements, no inference should be made that we will make additional updates with respect to that particular forward-looking statement, related matters, or any other forward-looking statements. Any corrections or revisions and other important assumptions and factors that could cause actual results to differ materially from forward-looking statements may appear in the Company's public filings with the SEC, which are available to the public at the SEC's website at www.sec.gov.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Vet Online Supply Inc.

Date: November 22, 2019

By: /s/ Jeffrey Lewis
Jeffrey Lewis
Chairman and CEO

EX-10.1 2 ex10-1.htm MERGER ASSET PURCHASE AGREEMENT DATED 11/22/2019

Exhibit 10.1

MERGER ASSET PURCHASE AGREEMENT

BrewBilt Manufacturing LLC
And
Vet Online Supply Inc.

This Merger Asset Purchase Agreement (the "Agreement") is made as of the 22nd day of November 2019 by and between, Vet Online Supply Inc. ("VTNL"), a Florida corporation ("Buyer"), and BrewBilt Manufacturing LLC, a California Limited Liability Corporation ("Seller").

RECITALS

WHEREAS, The Buyer desires to acquire, and the Seller desires to sell Intellectual Property and fixed assets owned by the Seller, and the Seller desires to provide continued business operations, staffing, tooling, and 'Know-How' regarding that Intellectual Property under the terms and conditions stated below.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. ACQUISITION OF THE ASSETS AND OTHER ACTIONS

1.01 ACQUISITION OF THE SELLER'S ASSETS.

Subject to and upon the terms and conditions of this Agreement, at the closing of the transactions contemplated by this Agreement (the "Closing"), the Seller shall sell, assign and transfer all of its right, title and interest to its IP, fixed assets and "know how" to the Buyer (collectively, the "Seller's Assets"). The Buyer and the Seller mutually agree that Seller will assign certain assets, and provide the "Know-How" of manufacturing, designing and building of the finest craft brewing equipment in the industry today, and the manufacturing of cannabis extraction systems used for extraction of hemp and CBD. The IP and assets pursuant to schedule 3.03 are valued at \$5,000,000. As consideration for the IP, fixed assets and the "Know-How", the Buyer shall issue, or cause to be issued, \$ 5,000,000 worth of Preferred Series A Stock (PAR \$.001) within thirty (30) days from the date of this agreement. The number of shares to be issued is 500,000 shares of the Preferred Series A stock at a price of \$10.00 per share and convertible pursuant the conversion rights as specified in the Articles of Incorporation for VTNL. BrewBilt has designated that the said stock be issued in the name of its President, Jeffrey Lewis.

1.02 CONDITIONS PRECEDENT AND COLLATERAL

The Merger Asset Purchase Agreement will only be of force and effect once the Conditions Precedent have been satisfied.

As a Condition Precedent, VTNL will have 30 days from the signing of this agreement to meet the Conditions Precedent outlined in this document. The condition being the issuance of the Preferred Series A Stock to Jeffrey Lewis.

1.03 CONSIDERATION FOR THE SELLER'S ASSETS.

In consideration for the sale and transfer of the Seller's Assets, and subject to the terms and conditions of this Agreement, Buyer shall on the Closing Date:

- (a) Provide full set of accounts in order for Seller to perform due diligence on Buyer; and
- (b) As consideration for the IP, fixed assets and "know how", the Buyer shall issue, or cause to be issued, to Seller and/or its designated parties Preferred Series-A Shares of VTNL Preferred Stock; par value \$0.001.

1.04 ORIGINAL ASSET AND OUTSTANDING CONVERTIBLE DEBT EXCHANGE.

There is no convertible debt being exchanged. Both parties have mutually agreed to maintain the operations of VTNL as a wholly owned subsidiary of the public company. The operations as defined in schedule 3.02.

1.05 MUTUAL COOPERATION

All parties involved in this transaction, and under the terms and conditions of this Agreement, at all times, shall cooperate, one with the other, to facilitate the liquidation of the stock as mentioned above. The company will cooperate, one with the other, provide, to the best of its ability, any paperwork necessary to facilitate the liquidation, in a timely and efficient manner.

1.06 SERIES B PREFERRED VOTING SHARES

In further consideration of the purchase of the IP, fixed assets and "know how", BrewBilt and VTNL have appointed Jeffrey Lewis to be issued 1000 Series B Preferred Voting Shares pursuant an Employment Agreement.

1.07 CLOSING.

The Closing shall take place at the offices of VTNL, at 17:00 hours on November 22, 2019, or at such other place, time or date as may be mutually agreed upon in writing by the parties, once the Conditions Precedent have been met (the "Closing Date").

1.08 CONSENT TO ASSIGNMENT.

This Agreement may not be assigned, hypothecated, transferred or contracted to another party without the express written consent of both parties.

1.09 ADDITIONAL UNDERSTANDINGS & COMMITMENTS

Additional to all other clauses and commitments in this Agreement, both parties acknowledge and agree to the following –

- BrewBilt Financial Statements have been reviewed by both parties.
- VTNL Financial Statements have been reviewed by both parties.

2. REPRESENTATIONS OF THE SELLER REGARDING THE SELLER'S ASSETS.

The Seller represents and warrants to the Buyer as follows:

- (a) The Seller has good and marketable title to the Seller's Assets, free and clear of any and all covenants, conditions, restrictions, voting trust arrangements, liens, charges, encumbrances, options and adverse claims or rights whatsoever.
- (b) The Seller is not a party to, subject to or bound by any agreement or any judgment, order, writ, prohibition, injunction or decree of any court or other governmental body which would prevent the execution or delivery of this Agreement by the Seller, or the transfer, conveyance and sale of the Seller's Assets to the Buyer pursuant to the terms hereof.
- (c) No broker or finder has acted for the Seller in connection with this agreement or the transactions contemplated hereby, and no broker or finder is entitled to any brokerage or finder's fee or other commissions in respect of such transactions based upon agreements, arrangements or understandings made by or on behalf of the Seller.

(d) Seller is not in default under any of the Seller Contracts, and, to the Seller's knowledge, no third party is in default under any of the Seller's Assets. The Seller's Assets, together with the assets held by the Company, constitutes all of the assets necessary to operate the business of the Seller and the Company as currently

conducted.

3. REPRESENTATIONS OF THE SELLER REGARDING THE SELLER.

The Seller represents and warrants to the Buyer as follows:

3.01 ORGANIZATION.

The Seller is a limited liability corporation duly organized, validly existing and in good standing under the laws of the State of California, and has all requisite power and authority (corporate and other) to own its properties, to carry on its business as now being conducted, to execute and deliver this Agreement and the agreements contemplated herein, and to consummate the transactions contemplated hereby and thereby.

3.02 THE COMPANY.

Schedule 3.02 attached hereto sets forth: (i) the name of the Company; (ii) the jurisdiction of incorporation of the Company; (iii) the names of the officers and directors of each Company; and (iv) the jurisdictions in which the Company is qualified or holds licenses to do business. The Company was incorporated on May 31, 2016 as a California Limited Liability Corporation organized and validly existing and in good standing under the laws of California and has all requisite power and authority to own its properties and carry on its business as now being conducted.

3.03 AUTHORIZATION.

The execution and delivery by the Seller of this Agreement and the agreements provided for herein, and the consummation by the Seller of all transactions contemplated hereunder and thereunder by the Seller, have been duly authorized by all requisite corporate action. This Agreement has been duly executed by the Seller. This Agreement and all other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby to which the Seller is a party constitute the valid and legally binding obligations of the Seller, enforceable against it in accordance with their respective terms. The execution, delivery and performance by the Seller of this Agreement and the agreements provided for herein, and the consummation by the Seller of the transactions contemplated hereby and thereby, will not, with or without the giving of notice or the passage of time or both, (a) violate the provisions of any law, rule or regulation applicable to the Seller; (b) violate the provisions of the Certificate of Incorporation or Bylaws of the Seller; (c) violate any judgment, decree, order or award of any court, governmental body or arbitrator; or (d) conflict with or result in the breach or termination of any term or provision of, or constitute a default under, or cause any acceleration under, or cause the creation of any lien, charge or encumbrance upon the properties or assets of the Company pursuant to, any indenture, mortgage, deed of trust, security agreement or other instrument or agreement to which any of the Companies is a party or by which any of the Companies or any of its properties is or may be bound.

3.04 ABSENCE OF UNDISCLOSED LIABILITIES.

Except as and to the extent (a) reflected and reserved against in the Current Balance Sheets, or (b) incurred in the ordinary course of business after the date of the Current Balance Sheets and not material in amount, either individually or in the aggregate, none of the Company has any liability or obligation, secured or unsecured, whether accrued, absolute, contingent, unasserted or otherwise, which, either individually or in the aggregate, is material to the condition (financial or otherwise) of the assets, properties, business or prospects of such Company.

3.05 LITIGATION.

There is no action, suit or proceeding to which the Seller is a party (either as a plaintiff or defendant) pending or threatened before any court or governmental agency, authority, body or arbitrator and, to the best knowledge of the Seller, there is no basis for any such action, suit or proceeding; (b) the Seller, to the best of its knowledge, no officer, director or employee of the Seller, has been permanently or temporarily enjoined by any order, judgment or decree of any court or any governmental agency, authority or body from engaging in or continuing any conduct or practice in connection with the business, assets, or properties of the Seller; and (c) there is not in existence on the date hereof any order, judgment or decree of any court, tribunal or agency enjoining or requiring the Seller to take any action of any kind with respect to its business, assets or properties.

3.06 COMPLIANCE WITH AGREEMENTS AND LAWS.

The Seller has all requisite licenses, permits and certificates from all local authorities necessary to conduct its respective business and to own and operate its assets (collectively, the "Permits"). The Seller is not in violation in any material respect of any law, regulation or ordinance relating to its properties. The Seller has not violated, and on the date hereof will not violate any local or foreign laws, regulations or orders (including, but not limited to, any of the foregoing relating to employment discrimination, immigration, occupational safety, or corrupt practices), the enforcement of which would have a Material Adverse Effect.

3.07 FULL DISCLOSURE.

There are no materially misleading misstatements in any of the representations and warranties made by Seller in this Agreement, the Exhibits or Schedules to this Agreement, or any certificates delivered by Seller pursuant to this Agreement and Seller has not omitted to state any fact necessary to make statements made herein or therein not materially misleading.

4. REPRESENTATIONS OF THE BUYER REGARDING THE BUYER

The Buyer represents and warrants to the Seller that:

4.01 ORGANIZATION AND AUTHORITY.

The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, and has all requisite power and authority (corporate and other) to own its properties and to carry on its business as now being conducted. The Buyer has full power to execute and deliver this Agreement and the agreements contemplated herein, and to consummate the transactions contemplated hereby and thereby.

4.02 CAPITALIZATION OF THE BUYER

On the date hereof, the Buyer's authorized capital stock consists of 5,000,000,000 shares of Common Stock, US \$0.001 par value, of which 1,943,350 shares are issued and outstanding, with 30,000,000 Preferred A stock authorized with no shares issued and outstanding, and 20,000 Preferred B stock authorized with 1000 shares issued and outstanding. All of the outstanding shares of capital stock of the Buyer have been and on the Closing Date will be duly and validly issued and are fully paid and non-assessable.

4.03 AUTHORIZATION.

The execution and delivery of this Agreement by the Buyer, and the agreements provided for herein, as well as the transactions contemplated herein, have been duly authorized by all requisite corporate action. This Agreement and all such other agreements and written obligations entered into and undertaken in connection with the transactions contemplated hereby constitute the valid and legally binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms. The execution, delivery and performance of this Agreement and the agreements provided for herein, and the consummation by the Buyer of the transactions contemplated hereby and thereby, will not, with or without the giving of notice or the passage of time or both, (a) violate the provisions of any law, rule or regulation applicable to the Buyer; (b) violate the provisions of the Buyer's Certificate of Incorporation or Bylaws; (c) violate any judgment, decree, order or award of any court, governmental body or arbitrator; or (d) conflict with or result in the breach or termination of any term or provision of, or constitute a default

under, or cause any acceleration under, or cause the creation of any lien, charge or encumbrance upon the properties or assets of the Buyer pursuant to, any indenture, mortgage, deed of trust or other agreement or instrument to which the Buyer is a party or by which the Buyer is or may be bound.

4.04 LITIGATION.

There is no judgment, suit, proceeding, action, or legal administrative, arbitration or order, or governmental investigation pending or, to the knowledge of the Buyer, threatened, to which the Buyer is a party which, considered individually or in the aggregate, would reasonably be expected to materially impair the Buyer's ability to perform its obligations under this Agreement.

4.05 BROKER'S FEE.

No broker or finder has acted for the Buyer in connection with this Agreement or the transactions contemplated hereby, and no broker or finder is entitled to any brokerage or finder's fee or other commissions in respect of such transactions based upon agreements, arrangements or understandings made by or on behalf of the Buyer.

5. CONFIDENTIALITY.

The Seller recognizes and acknowledges that by reason of the terms contemplated in this Agreement, has had access to confidential information relating to the Buyer's business, including, without limitation, information and knowledge pertaining to products and services offered, innovations, ideas, plans, trade secrets, proprietary information, advertising, sales methods and systems, sales and profit figures, customer and client lists, and relationships with dealers, customers, clients, suppliers and others who have business dealings with the Business ("Confidential Information"). The Seller acknowledges that such Confidential Information is a valuable and unique asset and covenants that it will not disclose any such Confidential Information after Closing to any person for any reason whatsoever, unless such information is (a) within the public domain through no wrongful act of the Seller, (b) has been rightfully received from a third party without restriction and without breach of this Agreement, (c) is required by law to be disclosed or is disclosed for purposes of defending claims related to the Seller in a manner designed to protect the confidentiality of the Confidential Information; or (d) represents historical information reasonably required by a prospective purchaser of the Seller.

6. NOTICES.

Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent by telex, federal express, registered or certified mail, postage prepaid, addressed as follows or to such other address of which the parties may have given notice:

To the Buyer:

Daniel Rushford, CEO and Chairman
Vet Online Supply Inc.
6500 Live Oak Drive
Kelseyville, CA 95451
To the Seller:

Jeffrey Lewis, President
BrewBilt Manufacturing LLC
110 Spring Hill Drive Suite 10
Grass Valley, Ca 95945
530-802-5023

Unless otherwise specified herein, such notices or other communications shall be deemed received (a) on the date delivered, if delivered personally, or (b) three business days after being sent, if sent by registered or certified mail.

7. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Buyer, on the one hand, and the Seller, on the other hand, may not assign their respective obligations hereunder without the prior written consent of the other party; provided, however, that the Buyer may assign this Agreement, and its rights and obligations hereunder, to a subsidiary or Affiliate of the Buyer. Any assignment in contravention of this provision shall be void. No assignment shall release the Buyer or the Seller from any obligation or liability under this Agreement.

8. ENTIRE AGREEMENT; AMENDMENTS; ATTACHMENTS

(a) This Agreement, all Schedules and Exhibits hereto, and all agreements and instruments to be delivered by the parties pursuant hereto represent the entire understanding and agreement between the parties with respect to the subject matter hereof and supersede all prior oral and written and all contemporaneous oral negotiations, commitments and understandings between such parties. The Buyer, by the consent of its Directors or officers, and the Seller may amend or modify this Agreement, in such manner as may be agreed upon, by a written instrument executed by the Buyer and the Seller.

(b) If the provisions of any Schedule or Exhibit to this Agreement are inconsistent with the provisions of this Agreement, the provisions of the Agreement shall prevail. The Exhibits and Schedules attached hereto or to be attached hereafter are hereby incorporated as integral parts of this Agreement.

9. SEVERABILITY.

Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

10. INVESTIGATION OF THE PARTIES.

All representations and warranties contained herein which are made to the best knowledge of a party shall require that such party make reasonable investigation and inquiry with respect thereto to ascertain the correctness and validity thereof.

11. EXPENSES.

Except as otherwise expressly provided herein, the Buyer, on the one hand, and the Seller, on the other hand, will pay all fees and expenses (including, without limitation, legal and accounting fees and expenses) incurred by them in connection with the transactions contemplated hereby. All fees or expenses incurred in connection with this transaction by the Seller shall be allocated to and borne by the Seller.

12. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. SECTION HEADINGS.

The section headings are for the convenience of the parties and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

14. MODIFICATIONS.

This Agreement can be modified only by a written agreement duly signed by each party.

15. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

16. DEFAULT

In the event that either Party(s) defaults on this Agreement, defaulting Party shall have 30 days to cure the default. In the event that the default is not cured within 30 days, this Agreement may be terminated by either party hereto with 90 days prior notice. In the event the default is found to be incurable, the transaction contemplated under this Agreement shall “unwind” in accordance in accordance with applicable law and regulations.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of and on the date first above written.

Buyer: Vet Online Supply Inc.

/s/ Daniel Rushford 11/22/2019
Daniel Rushford, CEO Date

Seller: BrewBilt Manufacturing LLC

/s/ Jeffrey Lewis 11/22/2019
Jeffrey Lewis, President Date

EX-10.2 3 ex10-2.htm BOARD RESOLUTION DATED 11/22/2019

Exhibit 10.2

**CORPORATE RESOLUTION OF THE BOARD OF DIRECTORS
OF
Vet Online Supply Inc.**

We, the undersigned, do hereby certify that at a meeting of the Board of Directors (the “Board”) of Vet Online Supply Inc., a corporation incorporated under the laws of the State of Florida (the “Corporation”), duly held on November 22, 2019, at which said meeting no less than a majority of the directors were present and voting throughout, the following resolution, upon motions made, seconded and carried, was duly adopted and is now in full force and effect:

WHEREAS, the Board of Directors has approved the Merger Asset Purchase of BrewBilt Manufacturing LLC and has caused to appoint Jeffrey Lewis as the new Chief Executive Officer, Chairman of the Board, and Corporate (President, Secretary, and Treasurer) of the Company effective November 22, 2018. Mr. Lewis will be provided an Employment Agreement that includes the issuance of 1000 Preferred Series B Control Shares, and an annual salary of \$200,000 which can be accumulated at 6% interest and converted to restricted common stock at fair market value at the time of conversion.

Jeffrey Lewis is 46 years old. Founder of BrewBilt Manufacturing LLC, a multiple million dollar sales and manufacturing company, has 15 years of experience managing engineering, design and fabrication teams that custom design and fabricate integrated stainless steel distillation and brewing systems for the beverage, pharmaceutical, cannabis and hemp industries. Mr. Lewis has been a part of the design team which builds CBD Cold-Water and Alcohol based extraction systems in the US, and he will take charge of VTNL and continue to drive his products into both the cannabis and brewing markets.

Located in Grass Valley, CA, BrewBilt is one of the only California companies that custom designs, hand crafts, and integrates processing, fermentation and distillation processing systems for the craft beer, cannabis and hemp industries using “Best in Class” American made components integrated with stainless steel processing vessels using only American made steel. Founded in 2014, the company began in a backyard shop by Jeff Lewis with a vision of creating a profitable company in “Rural America” by hiring excellent personnel, designing and fabricating products to exceed customer’s expectations and compensating craftsmen with living wages and profit sharing to financially sustain their families within the community. Mr. Lewis, has 15+ years experience as a craft beer brewer, a custom tank/vessel designer, fabrication and integration expert and business owner who initially founded Portland Kettle Works, a nationally recognized manufacturer of craft beer brewing equipment located in the Northwest. The Company has grown from 3 employees in 2015 to 9 in 2017. Since inception, BrewBilt has successfully grown its business by closing sales of approximately \$350,000 in 2015, \$900,000 in 2016, \$1,500,000 in 2017, \$1,800,000 in 2018 and \$1,600,000 in 2019 YTD ending September 30. BrewBilt has been built by having strong relationships with local suppliers of raw materials, equipment and services in California, an aggressive referral network of satisfied customers nationwide, and an Advisory Board consisting of successful business leaders that provide valuable product feedback and business expertise to management. The craft brewing & spirits industries continue to grow worldwide. California is where craft brewing began and now has over 900 operating breweries – being centrally located in this booming market was a large draw for BrewBilt to locate its manufacturing facility in the Sierra foothills. All BrewBilt products are designed and fabricated as “food grade” quality which enables the company to build vessels for food & beverage processing , the company is now building systems that are pharmaceutical grade for clients involved in distillation for the cannabis and hemp industries, thus making the revenue potential much greater. BrewBilt buys materials and components mostly from California suppliers which enables them to closely monitor quality , while the company’s revenues are generated from sales to customers throughout the country. The company is aggressively pursuing international orders and has held meetings with the Center for International Trade Development and U.S. Commercial Service to develop international opportunities. Presently, a great deal of sales interest in coming from Mexico, Japan, Europe and Australia. BrewBilt competes against a number of companies, most of which are selling mass produced equipment from China made from less costly inferior quality Chinese steel which often neither food or pharmaceutical grade quality. While this broader market is very competitive, there continues to be little competition and strong market demand for higher quality, custom designed, hand crafted and integrated systems that BrewBilt produces. In July of 2016, BrewBilt moved from the small facility in Nevada City, CA to lease an eight thousand (8,000) square foot manufacturing facility in Grass Valley, CA. This facility was purchased by BrewBilt in January, 2018 and upgraded with substantial tenant improvements. BrewBilt is prepared to expand again by leasing an additional seventy six hundred (7,600) square feet in the same facility. BrewBilt obtains the majority of its leads through customer referrals and from online marketplaces. The company’s website is being expanded for online sales to include online educational/marketing videos that feature the company and its expanded integrated product line for the cannabis and hemp industries. BrewBilt has also created distribution sales agreements with individuals and companies to represent BrewBilt in both the domestic and international markets.

WHEREAS, the Board of Directors has cause to dismiss Daniel Rushford as an officer and director, specifically as the Chief Executive Officer, Chairman of the Board,

and Corporate (President) of the Company effective November 22, 2019. Mr. Rushford will be provided an Employment Agreement that includes returning to Treasury 1000 Preferred Series B Control Shares, and an annual salary of \$36,000 which can be accumulated at 6% interest and converted to restricted common stock at fair market value at the time of conversion.

NOW, THEREFORE, BE IT:

RESOLVED, the Board of Directors has approved the Merger Asset Purchase of BrewBilt Manufacturing LLC and has cause to appoint Jeffrey Lewis as the new Chief Executive Officer, Chairman of the Board, and Corporate (President, Secretary, and Treasurer) of the Company effective November 22, 2018. Mr. Lewis will be provided an Employment Agreement that includes the issuance of 1000 Preferred Series B Control Shares, and an annual salary of \$200,000 which can be accumulated at 6% interest and converted to restricted common stock at fair market value at the time of conversion.

Jeffrey Lewis is 46 years old. Founder of BrewBilt Manufacturing LLC, a multiple million dollar sales and manufacturing company, has 15 years of experience managing engineering, design and fabrication teams that custom design and fabricate integrated stainless steel distillation and brewing systems for the beverage, pharmaceutical, cannabis and hemp industries. Mr. Lewis has been a part of the design team which builds CBD Cold-Water and Alcohol based extraction systems in the US, and he will take charge of VTNL and continue to drive his products into both the cannabis and brewing markets.

WHEREAS, the Board of Directors has cause to dismiss Daniel Rushford as an officer and director, specifically as the Chief Executive Officer, Chairman of the Board, and Corporate (President) of the Company effective November 22, 2019. Mr. Rushford will be provided an Employment Agreement that includes returning to Treasury 1000 Preferred Series B Control Shares, and an annual salary of \$36,000 which can be accumulated at 6% interest and converted to restricted common stock at fair market value at the time of conversion.

RESOLVED, that any executive officer of the Corporation be, and hereby is, authorized, empowered and directed, from time to time, to take such additional action and to execute, certify and deliver to the transfer agent of the Corporation, as any appropriate and/or proper way to implement the provisions of the foregoing resolutions:

The undersigned, do hereby certify that we are members of the Board; that the attached is a true and correct copy of resolutions duly adopted and ratified at a meeting of the Board duly convened and held in accordance with its by-laws and the laws of the Corporation's state of incorporation, as transcribed by us from the minutes; and that the same have not in any way been modified, repealed or rescinded and are in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands as Members of the Board of Directors of the Corporation.

<u>/s/ Daniel Rushford</u> Daniel Rushford, Chairman (Dismissed)	<u>11/22/2019</u> Date
<u>/s/ Samuel Berry</u> Samuel Berry, Director	<u>11/22/2019</u> Date
<u>/s/ Jeffrey Lewis</u> Jeffrey Lewis, Chairman and CEO (Appointed)	<u>11/22/2019</u> Date

EX-10.3 4 ex10-3.htm EMPLOYMENT AGREEMENT FOR JEFFREY LEWIS

Exhibit 10.3

EMPLOYMENT AGREEMENT

This Agreement is dated this 22nd day of November, 2019 by and between Jeffrey Lewis (Employee) whose principal address is located at 110 Spring Hill Drive, Grass Valley, Ca 95945, and Vet Online Supply Inc. ("Company"), a Florida Corporation, located at 6500 Live Oak Drive, Kelseyville, CA 95451; and is hereinafter referred to as the ("Company").

I RECITALS

A. COMPANY desires to enter into an employment agreement with EMPLOYEE wherein EMPLOYEE will serve as the Chief Executive Officer, Chairman of the Board, Corporate (President, Secretary and Treasurer) for Vet Online Supply Inc.

B. COMPANY and EMPLOYEE have reviewed this agreement and any documents delivered pursuant hereto, and have taken such additional steps and reviewed such additional documents and information as deemed necessary to make an informed decision to enter into this Agreement.

C. Each of the parties hereto desires to make certain representations, warranties and agreements in connection herewith and also to describe certain conditions hereto.

II AGREEMENT

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Job Description:** Employee will be responsible for the overall management of the Company.
2. **Term:** The term of this agreement is for a period of one year; renewable with mutual consent.
3. **Compensation:**
 - a. **Salary:** EMPLOYEE will receive an annual salary of \$200,000.00 to be paid in equal monthly installments. Amounts unpaid will accrue annual interest of 6% and may be converted to restricted common stock at fair market value at time of conversion at the option of the employee. Employee will be issued 1000 Preferred Series B Control Shares upon execution of this agreement.
 - b. **Expenses:** The COMPANY will not pay the costs and expenses of EMPLOYEE directly related to his performance of his position or tasks herein, unless those expenses are submitted to the COMPANY and approved in writing in advance.
 - c. **Errors and Omissions Insurance:** The Company will provide liability insurance for its officers and directors within 90 days upon execution of this agreement.
4. **Confidentiality:**
 - a. **This Agreement.** The provisions of this Agreement are confidential and private and are not to be disclosed to outside parties (except on a reasonable need to know basis only) without the express, advance consent of all parties hereto or by order of a court of competent jurisdiction.

- b. **Proprietary Information.** EMPLOYEE agrees and acknowledges that during the course of this agreement in the performance of his duties and responsibilities that he will come into possession or knowledge of information of a confidential nature and/or proprietary information of COMPANY.

Such confidential and/or proprietary information includes but is not limited to the following of COMPANY, its agents, contractors, employees and all affiliates: corporate and/or financial information and records of COMPANY or any client, customer or associate of COMPANY; information regarding artists or others under contract, or in contact with, COMPANY; customer information; client information; shareholder information; business contacts, investor leads and contacts; employee information; documents regarding COMPANY's website and any COMPANY product, including intellectual property.

EMPLOYEE represents and warrants to COMPANY that he will not divulge confidential, proprietary information of COMPANY to anyone or anything without the advance, express consent of COMPANY, and further will not use any proprietary information of COMPANY for his or anyone else's gain or advantage during and after the term of this agreement.

5. Further Representations and Warranties: EMPLOYEE acknowledges that this is an employment position and represents that he will perform his duties and functions herein in a timely, competent and professional manner. EMPLOYEE represents and warrants that he will be fair in his dealing with COMPANY and will not knowingly do anything against the interests of COMPANY.

6. Survival of Warranties and Representations: The parties hereto agree that all warranties and representations of the parties survive the closing of this transaction.

7. Termination: This agreement is expressly not "at will." It can be terminated by COMPANY only for cause, after reasonable notice and opportunity to correct any alleged deficiencies. EMPLOYEE may request a hearing of the full Board of Directors to defend himself against any attempt of COMPANY to terminate this Agreement. Any final determination of termination must be made by majority vote of the COMPANY Board of Directors (after such a hearing, if requested). EMPLOYEE must give at least a 30 day notice if he intends to resign.

III MISCELLANEOUS PROVISIONS

1. Expenses: Each party shall bear its respective costs, fees and expenses associated with the entering into or carrying out its obligations under this Agreement.

2. Indemnification: Any party, when an offending party, agrees to indemnify and hold harmless the other non-offending parties from any claim of damage of any party or non-party arising out of any act or omission of the offending party arising from this Agreement.

3. Notices: All notices required or permitted hereunder shall be in writing and shall be deemed given and received when delivered in person or sent by confirmed facsimile, or ten (10) business days after being deposited in the United States mail, postage prepaid, return receipt requested, addressed to the applicable party as the address as follows:

Company:

Vet Online Supply Inc.
6500 Live Oak Drive
Kelseyville, CA 95451

Employee:

Jeffrey Lewis, President
BrewBilt Manufacturing LLC
110 Spring Hill Drive Suite 10
Grass Valley CA 95945

4. Breach: In the event of a breach of this Agreement, ten (10) days written notice (from the date of receipt of the notice) shall be given. Upon notice so given, if the breach is not so corrected, the non-breaching party may take appropriate legal action per the terms of this Agreement.

5. Assignment: This Agreement is assignable only with the written permission of COMPANY.

6. Amendment: This Agreement is the full and complete, integrated agreement of the parties, merging and superseding all previous written and/or oral agreements and representations between and among the parties, and is amendable in writing upon the agreement of all concerned parties. All attachments hereto, if any, are deemed to be a part hereof.

7. Interpretation: This Agreement shall be interpreted as if jointly drafted by the parties. It shall be governed by the laws of the State of California applicable to contracts made to be performed entirely therein.

8. Enforcement: If the parties cannot settle a dispute between them in a timely fashion, either party may file for arbitration within Nevada County, California. Arbitration shall be governed by the rules of the American Arbitration Association. The arbitrator(s) may award reasonable attorney(s) fees and costs to the prevailing party. Either party may apply for injunctive relief or enforcement of an arbitration decision in a court of competent jurisdiction within Nevada County, California.

9. Counterparts: This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures shall be considered as valid and binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

/s/ Jeffrey Lewis
Jeffrey Lewis, Employee

November 22, 2019
Date

/s/ Jeffrey Lewis
Jeffrey Lewis, CEO and Chairman

November 22, 2019
Date

I RECITALS

A. COMPANY desires to enter into an employment agreement with EMPLOYEE wherein EMPLOYEE will serve as the Manager of the CBD Pet Products Division for Vet Online Supply Inc.

B. COMPANY and EMPLOYEE have reviewed this agreement and any documents delivered pursuant hereto, and have taken such additional steps and reviewed such additional documents and information as deemed necessary to make an informed decision to enter into this Agreement.

C. Each of the parties hereto desires to make certain representations, warranties and agreements in connection herewith and also to describe certain conditions hereto.

II AGREEMENT

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Job Description:** Employee will be responsible for the overall management of the CBD Pets Product Division for the Company.
2. **Term:** The term of this agreement is for a period of one year; renewable with mutual consent.
3. **Compensation:**
 - a. **Salary:** EMPLOYEE will receive an annual salary of \$36,000.00 to be paid in equal monthly installments. Amounts unpaid will accrue annual interest of 6% and may be converted to restricted common stock at fair market value at time of conversion at the option of the employee. Employee will return to Treasury 1000 Preferred Series B Control Shares upon execution of this agreement.
 - b. **Expenses:** The COMPANY will not pay the costs and expenses of EMPLOYEE directly related to his performance of his position or tasks herein, unless those expenses are submitted to the COMPANY and approved in writing in advance.
 - c. **Errors and Omissions Insurance:** The Company will provide liability insurance for its officers and directors within 90 days upon execution of this agreement.
4. **Confidentiality:**
 - a. **This Agreement.** The provisions of this Agreement are confidential and private and are not to be disclosed to outside parties (except on a reasonable need to know basis only) without the express, advance consent of all parties hereto or by order of a court of competent jurisdiction.
 - b. **Proprietary Information.** EMPLOYEE agrees and acknowledges that during the course of this agreement in the performance of his duties and responsibilities that he will come into possession or knowledge of information of a confidential nature and/or proprietary information of COMPANY.

Such confidential and/or proprietary information includes but is not limited to the following of COMPANY, its agents, contractors, employees and all affiliates: corporate and/or financial information and records of COMPANY or any client, customer or associate of COMPANY; information regarding artists or others under contract, or in contact with, COMPANY; customer information; client information; shareholder information; business contacts, investor leads and contacts; employee information; documents regarding COMPANY's website and any COMPANY product, including intellectual property.

EMPLOYEE represents and warrants to COMPANY that he will not divulge confidential, proprietary information of COMPANY to anyone or anything without the advance, express consent of COMPANY, and further will not use any proprietary information of COMPANY for his or anyone else's gain or advantage during and after the term of this agreement.

5. Further Representations and Warranties: EMPLOYEE acknowledges that this is an employment position and represents that he will perform his duties and functions herein in a timely, competent and professional manner. EMPLOYEE represents and warrants that he will be fair in his dealing with COMPANY and will not knowingly do anything against the interests of COMPANY.

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III MISCELLANEOUS PROVISIONS

1. Expenses: Each party shall bear its respective costs, fees and expenses associated with the entering into or carrying out its obligations under this Agreement.

2. Indemnification: Any party, when an offending party, agrees to indemnify and hold harmless the other non-offending parties from any claim of damage of any party or non-party arising out of any act or omission of the offending party arising from this Agreement.

3. Notices: All notices required or permitted hereunder shall be in writing and shall be deemed given and received when delivered in person or sent by confirmed facsimile, or ten (10) business days after being deposited in the United States mail, postage prepaid, return receipt requested, addressed to the applicable party as the address as follows:

Company:

Vet Online Supply Inc.
6500 Live Oak Drive
Kelseyville, CA 95451

Employee:

Daniel Rushford
6500 Live Oak Drive
Kelseyville, CA 95451

4. Breach: In the event of a breach of this Agreement, ten (10) days written notice (from the date of receipt of the notice) shall be given. Upon notice so given, if the breach is not so corrected, the non-breaching party may take appropriate legal action per the terms of this Agreement.

5. Assignment: This Agreement is assignable only with the written permission of COMPANY.

6. Amendment: This Agreement is the full and complete, integrated agreement of the parties, merging and superseding all previous written and/or oral agreements and representations between and among the parties, and is amendable in writing upon the agreement of all concerned parties. All attachments hereto, if any, are deemed to be a part hereof.

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9. Counterparts: This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Facsimile signatures shall be considered as valid and binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

/s/ Daniel Rushford
Daniel Rushford, Employee

November 22, 2019
Date

/s/ Jeffrey Lewis
Jeffrey Lewis, CEO and Chairman

November 22, 2019
Date

