YOURCO INNOVATIONS, INC.

OFFERING OF SERIES A PREFERRED SHARES

MAXIMUM AGGREGATE OFFERING AMOUNT: $5,000,154.32

-CONFIDENTIAL-
NOT FOR PUBLIC DISTRIBUTION

MAY 23, 2025

THE INFORMATION HEREIN IS HIGHLY CONFIDENTIAL AND WAS PREPARED SOLELY FOR USE IN CONNECTION WITH THIS OFFERING. RECIPIENTS OF THIS OFFERING BOOKLET MAY NOT DISTRIBUTE IT OR DISCLOSE THE CONTENTS OF IT TO ANYONE, OTHER THAN TO PERSONS WHO ADVISE POTENTIAL INVESTORS IN CONNECTION WITH THE OFFERING, WITHOUT THE PRIOR WRITTEN CONSENT OF YOURCO INNOVATIONS, INC.

THE OFFERED SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "***ACT***") OR REGISTERED OR QUALIFIED UNDER ANY APPLICABLE STATE SECURITIES LAWS, AND ARE OFFERED IN RELIANCE ON EXEMPTIONS FROM SUCH REGISTRATION AND QUALIFICATION UNDER SECTION 4(A)(2) OF, AND REGULATION D PROMULGATED UNDER, THE ACT AND SIMILAR PROVISIONS OF SUCH STATE LAWS.

THE OFFERED SHARES CANNOT BE OFFERED TO, SOLD, RESOLD, OR TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN THE ACT) UNLESS THEY ARE REGISTERED UNDER THE ACT AND REGISTERED OR QUALIFIED UNDER APPLICABLE STATE SECURITIES LAWS OR EXEMPTIONS FROM SUCH REGISTRATION AND QUALIFICATION ARE AVAILABLE AND CERTAIN CONDITIONS ARE MET.

YOURCO INNOVATIONS, INC.

In addition to this Private Placement Memorandum (the "***Memorandum***"), this offering booklet consists of the below exhibits and ancillary documents (the "***Offering Documents***" or the "***Offering Booklet***"), the contents of which are herein incorporated by this reference. When completed by a subscriber (a "***Subscriber***") in the manner described below, the executed documents and/or signature pages are to be returned to YourCo Innovations, Inc., a Tennessee corporation the "***Company***"), accompanied by a cashier's check (or a request for our wire transfer instructions) made payable to the Company in an amount equal to (x) the number of Series A Preferred Shares (the "***Shares***") of the Company for which the Subscriber is subscribing, multiplied by (y); the purchase price of $44.80 per Share (such amount being hereinafter referred to as the "***Subscription Amount***").

Exhibit A: Subscription Agreement (the "***Subscription Agreement***"). After carefully reviewing the provisions of the Subscription Agreement and Investor Certification (the "***Investor Questionnaire***"), complete it by: (i) inserting the number of Shares subscribed for, the total amount of the subscription and how the Subscriber desires the Shares to be titled, (which must match the identity of the Subscriber set forth in the Investor Questionnaire); (ii) providing the Subscriber's name, address, and other required information; and (iii) executing the Subscription Agreement (please note that if the Subscriber desires to own the Shares as a joint tenant, tenant by the entirety (where permitted under law), or tenant in common, all subscribers must sign).

Exhibit B: Charter (the "***Charter***") and Shareholders Agreement (the "***Shareholders Agreement***"). After carefully reviewing the provisions of the Shareholders Agreement, you may accept its terms by signing and delivering a counterpart signature page thereof.

Exhibit C: Strategic Partnerships.

Where to Send Executed Documents. Please deliver the signed Offering Documents to the following:

YourCo Innovations, Inc.
Attn: William Kizzie, President and CEO
145 Bear Crossing, Suite 132
Mt. Juliet, Tennessee 37122

We may accept or reject subscriptions in whole or in part in our sole and absolute discretion. We will notify you of our acceptance of your subscription upon receipt of the signed Offering Documents, verification of your investment qualifications, and acceptance of your subscription. If requested, we will then send you our wire transfer instructions for the Subscription Amount. If we do not accept your subscription, we will promptly return the Subscription Amount, without interest. Any subscription not accepted within 30 days after we receive your signed Offering Documents shall be deemed rejected.

Upon acceptance by the Company of the subscription for the Shares, a copy of the Subscription Agreement signed by the Company will be returned to the Subscriber for the Subscriber's records. A fully executed copy of the Shareholders Agreement will also be provided to the Subscriber when the Offering is completed.

If you would like a copy of any document incorporated into or attached as an exhibit to these Offering Documents, or have any questions regarding these Offering Documents, please contact William Kizzie, President and CEO, at william@yourcoinnovations.com.

We will provide any additional information or backup documentation upon request and without charge to any person to whom a copy of this Offering Booklet is delivered.

IF ANY PERSON ELECTS NOT TO MAKE AN OFFER TO ACQUIRE SHARES OFFERED HEREBY OR SUCH OFFER IS REJECTED IN WHOLE BY US, SUCH PERSON, BY ACCEPTING DELIVERY OF THIS OFFERING BOOKLET, AGREES TO RETURN THIS OFFERING BOOKLET AND ALL RELATED DOCUMENTS ENCLOSED HEREWITH OR FURNISHED SUBSEQUENTLY TO US AT OUR OFFICES AT:

YourCo Innovations, Inc.
Attn: William Kizzie, President and CEO
145 Bear Crossing, Suite 132
Mt. Juliet, Tennessee 37122

SALES OF THE SHARES CAN BE CONSUMMATED ONLY BY OUR ACCEPTANCE OF OFFERS TO PURCHASE SUCH SECURITIES WHICH ARE TENDERED TO US BY SUBSCRIBERS. NO SOLICITATION OF ANY SUCH OFFER (INCLUDING ANY SOLICITATION WHICH MAY BE CONSTRUED AS AN "OFFER" UNDER FEDERAL AND/OR STATE SECURITIES LAWS) TO SUCH PROSPECTIVE SUBSCRIBERS IS AUTHORIZED WITHOUT OUR PRIOR APPROVAL.

WHO MAY INVEST

The offer and sale of the Shares is being made only to accredited investors and certain other sophisticated investors in reliance on an exemption from the registration requirements of the Securities Act of 1933 (the "***Act***"). We reserve the right, in our sole discretion, to declare you ineligible to purchase Shares based on any information that may become known or available to us concerning your suitability, for any other reason, or for no reason.

Investment in the Shares involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity in this investment. Shares will be sold to you only if you (i) purchase a minimum of 2,232.14 Shares, for a minimum purchase price of approximately $100,000, and (ii) represent to us in writing that you are an "accredited investor" or otherwise are a sophisticated investor and that you satisfy the investor suitability requirements we establish and as may be required under federal or state law.

Your acceptance of Shares shall constitute your affirmative representation and warranty that you meet, among any other requirements set forth in the Offering Documents, all of the following requirements:

(A) You have received, read, and fully understand the Offering Documents and all exhibits and supplements hereto. You are basing your decision to invest solely on the representations set forth in the Memorandum and all exhibits and supplements thereto. You have relied only on the information contained in the Memorandum and the exhibits and supplements hereto and have not relied upon any representations made by any other person or in any other document or medium;

(B) You understand that an investment in the Shares involves substantial risks, and you are fully cognizant of, and understand, all of the risk factors relating to a purchase of the Shares, including without limitation those risks set forth in Section 4 of the Memorandum, entitled "**RISK FACTORS**";

(C) Your overall commitment to investments that are not readily marketable is not disproportionate to your individual net worth, and your investment in the Shares will not cause such overall commitment to become excessive;

(D) You have adequate means of providing for your financial needs, both current and anticipated, and have no need for liquidity in this investment;

(E) You can bear and are willing to accept the economic risk of losing your entire investment in the Shares;

(F) You are acquiring the Shares for your own account and for investment purposes only and have no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of the Shares;

(G) You have such knowledge and experience in financial and business matters that you are capable of evaluating the merits and risk of an investment in the Shares and have the ability to protect your interest in connection with such investment; and

(H) You are an accredited or otherwise sophisticated investor (as described in the Investor Questionnaire).

Restrictions Imposed by USA Patriot Act and Related Acts

The Shares may not be offered, sold, transferred or delivered, directly or indirectly, to any Person who: (a) is a Sanctioned Person, (b) has more than 15% of its assets in Sanctioned Countries or (c) derives more than 15% of its operating income from investments in, or transactions with Sanctioned Persons or Sanctioned Countries.

The term "***Person***" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or other entity or government or any agency or political subdivision thereof.

The term "***Sanctioned Person***" means, at any time:

(i) any Person listed in any Sanctions−related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("***OFAC***") or the U.S. Department of State (including the lists of Specially Designated Nationals and Blocked Persons maintained by OFAC and persons whose property or interests in property are blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001);

(ii) any Person operating, organized or resident in a Sanctioned Country to the extent such Person is the subject of Sanctions; or

(iii) any Person controlled or more than 50% owned by any such Person or Persons.

The term "***Sanctioned Country***" means, at any time, a country or territory which is itself the subject or target of any Sanctions (on the date hereof, Crimea, Cuba, Iran, North Korea, Russia, Sudan, and Syria).

Among other factors, the relative lack of liquidity of the Shares, the long-term nature of the investment, and the federal and state securities law exemptions from registration pursuant to which the Shares are being offered require that prospective investors satisfy these minimum suitability standards before being permitted to acquire Shares.

The investor suitability requirements stated in parts (A) – (H) above represent minimum suitability requirements established by us for investors in the Shares. However, satisfaction of these requirements by you does not necessarily mean that the Shares are a suitable investment for you, or that we will accept you as a subscriber. Furthermore, if appropriate, we may modify such requirements in our sole discretion, and such modifications may raise the suitability requirements for you.

You will be required to make representations with respect to the foregoing and certain other matters in the Investor Questionnaire included in this Offering Booklet. We will rely on the accuracy of your representations set forth in the Investor Questionnaire and Subscription Agreement, and we may require additional evidence that you satisfy the applicable standards at any time prior to the acceptance of your subscription. You are not obligated to supply any information we request, but we may reject your subscription if you fail to do so. Your written representations will be reviewed to determine your suitability for this investment. We have the right, in our sole discretion, to refuse to sell you Shares if we believe that you do not meet the applicable investor suitability requirements or that the Shares are an unsuitable investment for you for any other reason, or for no reason.

IF YOU DO NOT MEET THE REQUIREMENTS DESCRIBED ABOVE, DO NOT READ FURTHER AND IMMEDIATELY RETURN THIS OFFERING BOOKLET TO US. IN THE EVENT YOU DO NOT MEET SUCH REQUIREMENTS, NONE OF THE OFFERING DOCUMENTS SHALL CONSTITUTE AN OFFER TO SELL SHARES TO YOU.

NOTICES TO INVESTORS

NO REPRODUCTION OR DISTRIBUTION OF ALL OR ANY PART OF THIS OFFERING BOOKLET IS PERMITTED. THE OFFERING DOCUMENTS CONSTITUTE AN OFFER TO SELL, OR THE SOLICITATION OF AN OFFER TO BUY, MADE ONLY TO THE PERSON TO WHOM THIS OFFERING BOOKLET IS DISTRIBUTED BY US, AND ONLY IN JURISDICTIONS IN WHICH SUCH OFFER, SOLICITATION OR SALE OF THE SHARES WOULD BE LAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER APPLICABLE SECURITIES LAWS.

EACH OF THE OFFERING DOCUMENTS SHALL BE TREATED AS CONFIDENTIAL. ANY REPRODUCTION OR DISTRIBUTION OF THIS OFFERING BOOKLET, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF ITS CONTENTS TO ANY PERSON, WITHOUT OUR PRIOR WRITTEN CONSENT IS PROHIBITED.

PROSPECTIVE INVESTORS MUST NOT CONSTRUE THE CONTENTS OF THIS OFFERING BOOKLET AS INVESTMENT, LEGAL OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT HIS OR HER OWN INVESTMENT ADVISER, LEGAL COUNSEL AND TAX ADVISER AS TO THE BUSINESS, LEGAL, TAX AND RELATED MATTERS CONCERNING HIS OR HER INVESTMENT.

NO OFFERING LITERATURE OR ADVERTISING IN WHATEVER FORM MAY BE EMPLOYED IN THE OFFERING OF THE SHARES EXCEPT FOR THE OFFERING DOCUMENTS CONTAINED HEREIN. NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATION WITH RESPECT TO THE SHARES EXCEPT THE REPRESENTATIONS CONTAINED HEREIN, NO RELIANCE MAY BE PLACED UPON ANY REPRESENTATIONS, OTHER THAN THOSE SET FORTH IN THE MEMORANDUM. NEITHER THE DELIVERY OF THIS OFFERING BOOKLET, NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE MATTERS SET FORTH HEREIN SINCE THE DATE OF THE MEMORANDUM.

WE CAN WITHDRAW THIS OFFERING AT ANY TIME, AND IT IS SPECIFICALLY MADE SUBJECT TO THE CONDITIONS DESCRIBED IN THE OFFERING DOCUMENTS. IN CONNECTION WITH THE OFFERING AND SALE OF THE SHARES, WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO REJECT ANY SUBSCRIPTION.

STATEMENTS CONTAINED HEREIN AS TO THE CONTENTS OF ANY AGREEMENT OR OTHER DOCUMENTS ARE SUMMARIES AND, THEREFORE, ARE NECESSARILY SELECTIVE AND INCOMPLETE. COPIES OF THE DOCUMENTS REFERRED TO HEREIN MAY BE OBTAINED FROM US AND ARE AVAILABLE FOR INSPECTION AT OUR OFFICES.

OUR OFFICERS AND ADVISORS HAVE AGREED TO PROVIDE, PRIOR TO THE CONFIRMATION OF THE TRANSACTIONS CONTEMPLATED HEREIN, TO EACH OFFEREE OF THE SHARES (OR SUCH OFFEREE'S REPRESENTATIVE, OR BOTH) THE OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, THE OFFICERS AND ADVISORS AND ANY PERSON ACTING ON THEIR BEHALF CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THEY POSSESS SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE, NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION SET FORTH HEREIN.

PROSPECTIVE INVESTORS AND THEIR REPRESENTATIVES, ACCOUNTANTS, AND ATTORNEYS ARE ENCOURAGED TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM US CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ADDITIONAL INFORMATION CONCERNING US AS NECESSARY TO VERIFY THE ACCURACY OF ANY OF THE INFORMATION CONTAINED HEREIN OR IN ANY DOCUMENT REFERRED TO HEREIN OR DELIVERED IN CONNECTION HEREWITH.

FOR RESIDENTS OF ALL STATES

IN MAKING AN INVESTMENT DECISION, YOU MUST RELY ON YOUR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES OFFERED HEREUNDER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

THE SHARES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. YOU SHOULD BE AWARE THAT YOU WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

PART I TO OFFERING BOOKLET:

PRIVATE PLACEMENT MEMORANDUM DATED MAY 23, 2025

YourCo Innovations, Inc.

Series A Preferred Shares

The Company is offering for sale its Series A Preferred Shares at a purchase price of $44.80 per Share on the terms and conditions described in this Memorandum and the other parts of this Offering Booklet. The Shares offered are Series A Preferred Shares, carrying the rights and benefits described in this Private Placement Memorandum. We are offering our Series A Preferred Shares on a "first-come, first served" basis subject to our right to reject subscriptions in whole or in part and certain other conditions. We will terminate this offering on June 23, 2025, or an earlier date upon 10 business days' written notice from the Company. We reserve the right to extend the Offering.

The Company was incorporated to develop and bring to market a down payment investment coverage product for owners of new and certain certified pre-owned vehicles.

Investing in the Company involves risks. Before buying any of the Series A Preferred Shares being offered, you should read the discussion of the risks in the "***Risk Factors***" section found in Section 4 of this Memorandum.

Certain Defined Terms

For ease of reference, certain capitalized terms will be used throughout this Private Placement Memorandum. When capitalized, those terms will have the following meanings:

"***Board***" will be used to reference the board of directors of the Company.

"***Company***", "***we***" or "***us***" will be used to reference YourCo Innovations, Inc.

"***Investor***" or "***you***" will be used to reference each Person who subscribes for the offered Shares and becomes a shareholder owning Series A Preferred Shares of the Company.

"***Memorandum***" will be used to reference this Private Placement Memorandum.

"***Offering***" will be used to reference the offering of Series A Preferred Shares by us, on the terms described in this Memorandum.

"***Shareholders Agreement***" will be used to reference the Shareholders Agreement of the Company, a copy of which is attached to the Offering Booklet as Exhibit B.

CERTAIN NOTICES

Neither the Securities and Exchange Commission nor any other state director or commissioner of securities has passed upon the merits or qualifications of, or recommended or given approval to the Shares, or passed upon the accuracy or adequacy of this Memorandum. Any representation to the contrary is a crime.

This Memorandum is an offer to sell the Shares offered only under the circumstances and in the jurisdictions where it is lawful to do so.

You should not construe the contents of this Memorandum or any prior or subsequent communications from any of our representatives as investment, legal, or tax advice. You should consult your own counsel, accountant, or other professional advisors as to legal, tax, and other related matters concerning your investment.

No statement contained in this Memorandum modifies, supplements, or construes in any way the provisions of any of the documents attached as exhibits to the Offering Booklet. Any statement made in this Memorandum with respect to any such document is qualified by reference to the text of that document.

No one has been authorized to give any information or to make any representations other than those contained in this Memorandum, and, if given or made, such information or representations must not be relied upon as having been authorized by us.

As a prospective purchaser, you agree by accepting delivery of this Memorandum not to disclose and to keep strictly confidential all information contained herein at all times, except as required by law, and to return this Memorandum and all enclosed documents to us if you do not decide to purchase any of the Shares offered hereby. Any reproduction of this Memorandum without our prior consent is strictly prohibited.

This Memorandum and the information contained herein are confidential and proprietary in nature. Distribution of this Memorandum to any person or entity, in whole or in part, or the divulgence of any of its contents other than to your advisors is unauthorized and forbidden.

This Memorandum does not contain all of the information necessary to evaluate an investment in the Shares. You must make your own independent investigation into the merits and risks of an investment in the Shares.

The information contained in this Memorandum is correct only as of its date. Neither the delivery of this Memorandum nor any offer or sale of the Shares implies that our affairs have continued without change since the date of this Memorandum.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these Series A Preferred Shares or passed upon the adequacy or accuracy of this Memorandum. Any representation to the contrary is a crime.

The filing of this Memorandum with the Department of Law of the State of New York does not constitute approval of the issue or sale thereof by the Department of Law or the Attorney General of the State of New York.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS PRIVATE PLACEMENT MEMORANDUM

Certain statements included or incorporated by reference in this Memorandum contain "forward-looking information", including "future oriented financial information" and "financial outlook" and constitutes "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "believe," "expect," "estimate," "anticipate," "intend", "projected," "budget," "may," "will," "would," "should," "could," or other similar words.

Except for statements of historical fact, information contained in this Memorandum constitutes forward-looking statements and includes, but is not limited to, the (i) projected financial performance of the Company; (ii) completion of, and the use of proceeds from, the sale of the Shares being offered hereunder; (iii) the expected development of the Company's business and projects; (iv) execution of the Company's vision and growth strategy; (v) sources and availability of third-party financing for the Company's projects; and (vi) future liquidity, working capital, and capital requirements. Forward-looking statements are provided to allow potential investors the opportunity to understand management's beliefs and opinions in respect of the future so that they may use such beliefs and opinions as one factor in evaluating an investment in the Shares. These statements are not guarantees of future performance and undue reliance should not be placed on them. Such forward-looking statements necessarily involve known and unknown risks and uncertainties, which may cause actual performance and financial results in future periods to differ materially from any projections of future performance or result expressed or implied by such forward-looking statements. Although forward-looking statements contained in this presentation are based upon what management of the Company believes are reasonable assumptions, there can be no assurance that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements.

WE DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN THEIR EXPECTATIONS, OR EVENTS, CONDITIONS, OR CIRCUMSTANCES UPON WHICH SUCH STATEMENTS ARE BASED OCCUR.

SECTION 1 OF PRIVATE PLACEMENT MEMORANDUM

DISCUSSION OF THE TRADITIONAL AUTO INSURANCE INDUSTRY

According to the Federal Reserve Bank of St. Louis, yearly new car retail sales total from 12 million to 17 million from 2021 to the present. About 2.5 million certified pre-owned ("CPO") cars were sold in 2024, with a slightly higher amount sold in 2023. Approximately 75% or more of new car purchases are financed, and the vast majority of these cars are insured through traditional auto insurance policies. Many buyers may also purchase gap insurance, which helps buyers pay off their auto loans if the car suffers a total loss and there exists a difference between the value of the car and the amount of the loan. However, traditional auto insurance and optional gap insurance would not reimburse buyers for the amount of their down payments.

SUMMARY OF THE ORGANIZATION

The following information summarizes information contained elsewhere in this Private Placement Memorandum and is qualified in its entirety by reference to that information.

YOURCO INNOVATIONS, INC.

The Company was incorporated to develop and bring to market a down payment investment coverage product for owners of new and certain certified pre-owned vehicles.

Our Management Team

The Company was founded by William Kizzie, our President and CEO.

William Kizzie

William is the founder of the Company and serves as President and CEO. William is a natural-born leader and visionary who has excelled across diverse industries—including politics, corporate sales, education, marketing and promotions, insurance, and entrepreneurship. A lifelong learner, he continuously seeks growth and improvement, always recognizing the value of surrounding himself with professionals who offer expertise in areas beyond his own.

With a Bachelor of Science in Business Management and a Master's in Education, William has consistently brought innovative and strategic thinking to every endeavor. As the founder and operator of three companies, he has identified and addressed distinct gaps in three separate markets. Through creative problem-solving and a consumer-first approach, William has delivered solutions that had previously gone unexplored—providing both value and peace of mind to those he serves.

Today, he stands at the helm of the Company, preparing to launch its revolutionary product in Q3–Q4 of 2025. Under William's leadership, the Company has evolved from concept to reality. He personally secured the initial $200,000 in funding, built foundational industry partnerships, and recruited a team of talented professionals and expert advisors. His forward-thinking leadership has positioned the company to not only impact the American market but to expand globally.

A seasoned and strategic serial entrepreneur, William has ensured his first two companies are structured for sustained success while dedicating his focus to bringing the Company to life. He understands that visionary ideas are only as powerful as the discipline and execution behind them.

Now approaching his fifties, William is a grounded family man who knows that nothing great is accomplished alone. When asked about the most important lessons he has learned through building the Company, he simply states: patience and humility—two qualities that continue to define his leadership and guide the Company's future.

Dario Hodge

Dario Hodge serves as the Company's Director of Sales/Dealer Liaison. He brings over two decades of deep, hands-on automotive dealership experience to the Company. He has a proven track record of transforming underperforming stores into thriving, profitable operations. As both a dealer partner and executive manager, Dario has spent his entire professional life inside the car business—literally rising through the ranks from the wash bay to the boardroom.

Born and raised in the dealership world, Dario has worked in every corner of the business. He spent 10 foundational years in the accounting office, giving him a full grasp of dealership financials before going on to lead every major department. His well-rounded operational knowledge is matched by his passion for leadership and performance.

Dario is a graduate of NADA Academy, one of the most prestigious dealer training programs in the country, and holds a Bachelor's degree in Business Administration from the University of Alabama.

Today, Dario is a partner in two dealership locations and serves as the Executive Manager of a third—proof of both his leadership value and his ability to deliver results at scale. Some of his most notable achievements include:

- Doubling sales at his first store within two years
- Turning a non-profitable store profitable in just 12 months
- Growing sales by 80% at a Cadillac store, leading to it becoming the #1 store for year-over-year growth within two years
- Doubling fixed operations gross at two separate stores
- Increasing fixed gross by $75K/month on average at the Cadillac location

Known for his sales-oriented, results-driven mindset, Dario has trained numerous management teams on how to extract more value from their existing operations. He is a strong believer in listening to employees at all levels, and in leading by example—never afraid to jump in and do the work himself, regardless of the role.

His leadership philosophy is shaped by years of exposure to diverse management styles across dealerships nationwide. By extracting the best qualities from each, Dario has developed a leadership style that is both respected and highly effective.

At the Company, Dario serves as the critical bridge between our product and the dealerships we aim to serve, bringing unmatched credibility, operational insight, and sales execution strategies that are key to market adoption and sustained growth.

Talibah Bayles

Taliba Bayles, a Birmingham native and esteemed leader, serves as the Company's part-time Chief Financial Officer. She is the Founder and CEO of TMB Tax & Financial Services Benefit Corporation, a Certified B Corp headquartered in Birmingham, Alabama. With over 18 years of federal experience, including pivotal roles on U.S. Capitol Hill and at the Department of Justice, Talibah is not just a

visionary—she is a proven executor who has spent decades turning policies into tangible solutions. With deep-rooted experience in federal policy, corporate tax and accounting strategy, and hands-on financial advocacy, she doesn't just talk about small business growth and empowerment—she has built real systems that make it happen.

Talibah's passion for small business success is deeply personal—she comes from a long line of entrepreneurs. She has witnessed firsthand both the triumphs and challenges of building and sustaining a business. She understands the struggles that come with access to capital, navigating tax complexities, and securing financial stability—because she's seen them play out in her own family. This generational perspective fuels her commitment to ensuring today's business owners don't just survive, but thrive.

A 2021 graduate of the Small Business Administration (SBA) Emerging Leaders Class, Talibah's advocacy for minority-owned small businesses reached a national stage in July 2020 when she testified before the U.S. Senate Committee on Small Business & Entrepreneurship, advocating for equitable access to capital during the COVID-19 pandemic. This testimony laid the foundation for the Get Bankable™ CEO Coaching Program, which provides business owners with the financial literacy, tools, and confidence to secure funding through accurate financial reporting, budgeting, and payroll solutions.

Expanding on this mission, Talibah launched Bankably™, an innovative financial readiness platform designed to prepare small businesses for funding success. Unlike traditional lender-matching services, Bankably™ ensures that businesses are truly "fundable" before they apply for capital, integrating tax and accounting compliance, AI-powered financial tracking, tax and accounting literacy training, and lender-preferred financial documentation. To date, Talibah has helped small businesses secure over $8.5 million in funding, making her efforts a game-changer in capital formation and small business investment access.

In recognition of her expertise in tax and financial advocacy, Talibah was recently selected to serve as the Alabama Representative to the National Taxpayer Advocacy Panel (TAP), a Federal Advisory Committee to the Internal Revenue Service (IRS). In this role, she helps identify tax issues of importance to taxpayers, provides a taxpayer perspective on key IRS programs and services, and makes recommendations to the IRS and the National Taxpayer Advocate to improve tax policy and administration for individuals and small businesses.

Her leadership extends beyond her advocacy work. She was appointed to the Board of Directors of Small Business Majority in May 2024, where she contributes to national policies that support America's diverse entrepreneurs. Additionally, she serves as an Instructor at the Miles College Women's Business Center, the Birmingham Business Coach for the SBA T.H.R.I.V.E Emerging Leadership Program, and holds key leadership positions, including PTO Board Treasurer of John Carroll Catholic High School and Board Treasurer of Davenport & Harris Funeral Home, Inc.

With a unique blend of federal policy experience, deep-rooted small business heritage, and hands-on advocacy, Talibah continues to break barriers in financial accessibility, economic inclusion, and sustainable small business success—all while ensuring that entrepreneurs don't just apply for funding, but truly get funded.

Charles Mitchell

Mr. Mitchell serves as the Company's Chief Marketing Officer. He brings over a decade of creative and strategic marketing experience to the Company, with a background that uniquely blends artistic vision, brand development, and commercial execution.

Holding a BA in Photography from the University of North Georgia, Charles quickly gained recognition as an artist, winning a prestigious collegiate award in the arts and earning an internship offer from world-renowned photographer Annie Leibovitz. This early acclaim laid the foundation for a career built around creating compelling visual narratives and shaping brand identities.

Charles began by working with musicians and record labels in Atlanta, Georgia, crafting and marketing their image across digital platforms and album releases. He offered a deep understanding of brand positioning, audience engagement, and cultural relevance.

This evolved into a successful career as a commercial photographer and creative brand consultant for global corporations, where he was trusted to collaborate directly with executive teams, marketing directors, and creative departments to define the look and feel of national campaigns.

Career highlights include brand and marketing contributions to:

- 3M, Coca-Cola, Pepsi, Whole Foods, Hermes of Paris, Hanes, Champion, Alternative Apparel, Intercontinental Hotel Group, Holiday Inn, Floor & Decor, StitchFix, Rooms 2 Go, Sharpie, and Chick-fil-A
- Entertainment and Government brands like The Atlanta Braves, Janelle Monáe's "Wonderland Arts Society", The Stacey Abrams for Governor Campaign, Atlantic Records, Def Jam Records, Bad Boy Records, and Black Campaign School
- Video Editorial features, including Garden & Gun Magazine, where Charles created its first-ever video cover, "ELDER", a documentary shot for Atlanta Public Schools, Freedom Park Conservancy, and the City of Atlanta, Department of Parks & Recreation

This level of creative leadership across such diverse, high-profile clients has equipped Charles with a rare ability to bridge aesthetic excellence with commercial strategy—an essential asset to the Company as it introduces a first-of-its-kind product to a competitive and image-sensitive industry.

At the Company, Charles has led all aspects of brand development, including:

- Strategic market positioning
- Investor-facing, dealership-facing, and agent-facing materials
- Website and digital media creation
- Marketing assets and content systems
- Industry-specific messaging for dealers, agents, and consumers

His track record of helping shape recognizable brands and working at the intersection of culture and commerce makes Charles instrumental in establishing the Company's identity, market credibility, and long-term positioning as an industry leader.

SUMMARY OF OPERATIONS

The Company believes that it has developed a new product: Down Payment Investment Coverage ("***DPIC***"). In the event a buyer experiences a total vehicle loss during the first five years of ownership, DPIC will reimburse the buyer's down payment, placing the buyer in a comparable financial position to before the vehicle purchase.

The Company expects to sell DPIC through three primary pipelines: (i) through vehicle dealers at the time of sale, generally financed within the vehicle financing contract; (ii) direct purchase via web sales as a single payment; and (iii) as an endorsement to the customer's automobile physical damage coverage.

The Company and the DPIC product are insured by a contractual liability insurance policy ("***CLIP***") issued by Lexington National Insurance Corporation. Lexington National was founded in 1989 and is "A" rated by AM Best. Lexington National is licensed to issue CLIPs across the country.

SECTION 2 OF PRIVATE PLACEMENT MEMORANDUM

SUMMARY OF THE OFFERING

The following is a summary of certain matters regarding the Company, the Offering, and certain provisions of the Memorandum. This summary does not contain information on all aspects of the Company or the Offering and is intended for general reference only and is qualified in its entirety by the more complete information set forth in the Memorandum. Each prospective Investor should read and understand the entire Memorandum. **Investors are urged to consult with their professional advisors and to ask questions of representatives of the Company in connection with their proposed investment**.

THE COMPANY	The Company is a corporation formed under the Tennessee Business Corporation Act on December 10, 2021.
INCOME TAX STATUS	The Company is taxed as a corporation under subchapter "C" of the Internal Revenue Code for federal income tax purposes.
OWNERSHIP OF THE COMPANY	The Company is currently owned by William Kizzie, Charles Mitchell, and Dario Hodge. The Company's ownership will be updated to reflect new shareholders, including the Investors and current SAFE holders, who will acquire equity interests in the Company upon the Closing of this Offering subject to the Company's Shareholders Agreement. Those equity interests in the Company are represented by one class of common shares and one class of preferred shares. This Offering will offer ownership of preferred "Shares."
MANAGEMENT OF COMPANY	The day-to-day corporate function of the Company is managed by the President and CEO under the ultimate direction and management of the Company's Board of Directors and not the shareholders of the Company. The Shareholders Agreement describes the extent of and any limitations on his authority.
INVESTMENT OBJECTIVES	Our objective is to use the proceeds from this Offering to bring the Company's products to market and to provide working capital for the Company's operational needs. Our investment decisions will be made with a focus on generating an attractive rate of return for Investors in the Company.
OFFERING	The Company is offering 111,610.59 Series A Preferred Shares, representing 96.13% of the fully-diluted Series A Preferred Shares issued and outstanding as of Closing and approximately 10% of the total fully-diluted shares of the Company. The Series A Preferred Shares are being offered at an offering price of $44.80 per Share. Thus, if an investor purchases all 111,610.59 Series A Preferred Shares being offered for a purchase price of approximately $5,000,000, then such investor will own approximately 10% of the total fully-diluted shares of the Company. Similarly, if an investor purchases 55,805.3 Series A Preferred Shares being offered for a purchase

price of approximately $2,500,000, then such investor will own approximately 5% of the total fully-diluted shares of the Company.

WHO MAY INVEST	The Series A Preferred Shares are being offered on a private placement basis to accredited and certain other sophisticated investors in the United States pursuant to Section 4(a)(2) of the Act and Rule 504 of Regulation D promulgated thereunder. The Offering will be managed by the Company, and the Series A Preferred Shares will only be sold by the Company. No underwriter, agent or broker has been engaged by the Company in connection with the Offering.
CLOSING DATE	The Company will cease the Offering activities no later than June 23, 2025.
MINIMUM REQUIRED INVESTMENT	Investors must purchase at least 2,232.14 Series A Preferred Shares, or invest at least $100,000. In certain cases, the Company may allow smaller investments in the Series A Preferred Shares, in the President and CEO's sole and absolute discretion.
CESSATION OF OFFERING	The Offering will not be closed until at least a minimum of 22,321.43 Series A Preferred Shares have been subscribed for or until June 23, 2025, or earlier upon 10 business days' written notice from the Company (whichever occurs first). When and only when the minimum number of Series A Preferred Shares have been subscribed for or on June 23, 2025, or earlier upon 10 business days' written notice from the Company (whichever occurs first), the Company may proceed to a cessation of the Offering (being the "***Offering Closing***"). The Company will not accept any additional subscriptions after the Offering Closing. We reserve the right to extend the Offering Closing.
PAYMENT OF SUBSCRIPTION AMOUNT	Upon acceptance of an Investor's subscription by the Company, the Investor must deliver the applicable subscription price to the Company. Subscriptions for Series A Preferred Shares will not be accepted unless and until the Investor has deposited the entire amount of the Share purchase price with the Company.
FEES PAID TO AFFILIATED AND THIRD PARTIES	The Company will pay William Kizzie, Charles Mitchell, and Dario Hodge each a monthly stipend in amounts to be determined.
USE OF OFFERING PROCEEDS	We intend to use the proceeds from this Offering to: First, to continue marketing the Company's products, for operational purposes, and to use as working capital. Second, to pursue our investment objectives and to pay for the operating expenses of the Company, including the Company's legal fees incurred in connection with this Offering.

INVESTMENT REPRESENTATIVE	We are making this offering on a “best efforts” basis, meaning that no one has committed or is obligated to purchase any of our Series A Preferred Shares, but we will use our best efforts to sell our Series A Preferred Shares. We have not retained a broker or dealer nor is any broker or dealer under any obligation to purchase any of the Series A Preferred Shares we are offering.

SECTION 3 OF PRIVATE PLACEMENT MEMORANDUM

THE CHARTER AND SHAREHOLDERS AGREEMENT

The following is a summary of the terms of our Charter and our Shareholders Agreement and does not purport to be complete. Because this is only a summary, it may not contain all of the information that is important to you. You should carefully review our Charter and our Shareholders Agreement before you decide to invest. Our Charter and our Shareholders Agreement are attached to the Offering Booklet as Exhibit B.

SHARES	As of the date of this Offering, there are two (2) classes of shares in the Company: Common Shares and Series A Preferred Shares. The Board of Directors may cause the Company to issue additional Shares or classes of Shares to other persons in its discretion (but subject to the preemptive right described below).
COMMON SHARES	The Common Shares were issued as "capital stock" and have rights and privileges as set forth in the Charter.
SERIES A PREFERRED SHARES	The Series A Preferred Shares will also be issued as "capital stock" and have rights and privileges as set forth in the Charter. Except as provided by the Shareholders Agreement, the Series A Preferred Shares do not have voting rights and do not have rights to appoint Directors.
MANAGEMENT	The business and affairs of the Company are managed through the Board of Directors. Except for the election of certain Directors by certain shareholders as described below, the Board of Directors has complete authority and control over the management of the Company's affairs. The Company's governing documents currently provide for a five (5) member Board of Directors, which number is subject to change by the Board of Directors. Pursuant to the Shareholders Agreement, any single holder, if any, of at least 55,805.3 shares of Series A Preferred Stock and at most 111,610.58 shares of Series A Preferred Stock, has the right to appoint one (1) Director. Any single holder, if any, of at least 111,610.59 shares of Series A Preferred Stock, has the right to appoint two (2) Directors. William Kizzie has the right to appoint the remaining Directors making up the Board of Directors.
PREEMPTIVE RIGHT	If the Board of Directors determines that we need additional capital, it may decide to raise the additional capital through the issuance of additional Shares. In raising additional capital, the Board of Directors will determine the terms of such offering. As provided by the Shareholders Agreement, you have a preemptive right to preserve your percentage interest in the Company by purchasing additional Shares.
PREFERRED DIVIDEND	Your Series A Preferred Shares will accrue a 10% annual preferred dividend. Dividends that have accrued on outstanding shares of Series A Preferred Stock but have not been paid shall cumulate. The Company shall

pay such dividends in cash as soon as possible after it becomes lawful to do so.

RESTRICTIONS ON TRANSFER

In general, no shareholder may directly or indirectly, voluntarily or involuntarily, assign, sell, exchange or transfer such shareholders Shares, in whole or in part, or pledge, hypothecate, mortgage or subject such shareholder's Shares or any part of them to any lien or otherwise dispose of them.

However, as an exception to the general prohibition on transfers of Shares, a shareholder who is a natural person may transfer his or her Shares to an entity whose owners are limited to the shareholder and certain of his or her family members, or a trust under which the distribution of Shares may be made only to such shareholder and/or certain family members of such Shareholder.

These permitted transferees (other than existing owners) are required to executing a counterpart of our Shareholders Agreement.

REFUSAL RIGHTS

Pursuant to the Shareholders Agreement, each shareholder grants to the Company a right of first refusal to purchase all or any portion of shares that such shareholder may propose to transfer to a prospective transferee, at the same price and on the same terms and conditions as those offered to the prospective transferee.

If the Company does not exercise its refusal right detailed above with respect to all of the shares that a shareholder proposes to transfer, each shareholder also grants to each other shareholder a secondary refusal right to purchase all or any portion of the Shares not purchased by the Company.

DRAG-ALONG RIGHT

In the event that the holders of a majority of the Company's issued and outstanding capital stock (including both Common Shares and the Series A Preferred Shares) desire to cause a Sale of the Company (as defined in the Stockholders Agreement), all remaining shareholders may be required to participate in such transaction (to effect a Sale of the Company) on the same terms as those offered to the majority shareholder or group of shareholders.

SECTION 4 OF PRIVATE PLACEMENT MEMORANDUM

RISK FACTORS

Prospective Subscribers should consider carefully, among other factors, the matters described below, each of which could have an adverse effect on the value of the Shares. As a result of these factors, as well as all other risks inherent in any investment or set forth elsewhere in the Offering Booklet. The Company's returns, if any, may be unpredictable and, accordingly, the Company is not suitable as the primary investment vehicle for any investor. A Subscriber should only invest in the Company as part of an overall investment strategy and only if the Subscriber is able to withstand a total loss of investment. Subscribers should not construe the past investment performance of shareholders as providing any assurances regarding the future performance of the Company. Subscribers should also be aware that certain statements contained in this Offering Booklet are forward-looking statements and that the Company's actual results could differ materially from these forward-looking statements.

This Offering involves a high degree of risk. You should carefully consider the risks described below before you decide to purchase the Shares. If any of the following risks occur, our business, results of operations, and financial condition are likely to suffer. In that case, the market value of the Shares could decline, and you could lose all or part of your investment.

This Offering Booklet includes "forward looking statements" within the meaning of Section 27A of the Act and Section 21E of the Exchange Act. Although the Company believes that its plans, intentions, and expectations reflected in such forward-looking statements are reasonable, it can give no assurance that such plans, intentions, or expectations will be achieved. Important factors that could cause actual results to differ materially from the Company's forward-looking statements are set forth below and elsewhere in this Memorandum. All forward-looking statements attributable to the Company or persons acting on its behalf are expressly qualified in their entirety by the cautionary statements set forth below.

We May Be Deemed to Be an Insurance Company in Certain Jurisdictions. If We are Deemed to Be an Insurance Company, We Will be Subject to a Variety of Complex Laws and Regulation.
The legislatures of Alabama, Colorado, Florida, Missouri, North Carolina, Oklahoma, Texas, and Utah (the "***Approved Jurisdictions***") have enacted laws exempting companies offering products like our down payment investment product from being regulated as insurance companies in those jurisdictions, and there are efforts in numerous jurisdictions to pass similar legislation. While the Company maintains that it is not an insurance company and does not have plans to expand outside of the Approved Jurisdictions and any future jurisdiction that passes similar legislation, should the Company expand its business outside of the Approved Jurisdictions, insurance regulators outside the Approved Jurisdictions may disagree. The Company provides financial protection for its customers against the loss of a downpayment on a vehicle purchased via financing by accepting the risk of such loss on behalf of its customers in exchange for payment. This arrangement is similar to arrangements which have been categorized as the business of insurance by certain jurisdictions.

Insurance businesses operate in highly regulated environments. Insurance companies are subject to regulation and supervision by state insurance departments in all 50 states and foreign jurisdictions. Each jurisdiction has a unique and complex set of laws and regulations. In addition, certain United States federal laws impose additional requirements on businesses, including insurers, in a wide range of areas, such as the use of credit information, methods of customer communications, employment practices, and the reimbursement of certain medical costs incurred by the government. Should we be deemed to be an insurance company by a jurisdiction outside the Approved Jurisdictions, our ability to implement business plans and remain competitive while complying with these laws and regulations, and to obtain necessary regulatory action in a timely manner, would likely be critical to our success.

The actual or alleged failure to comply with this complex variety of laws and regulations by us also could result in actions or investigations by regulators, state attorneys general, federal officials, or other law enforcement officials. Such actions and investigations, and any determination that we have not complied with an applicable law or regulation, could potentially lead to significant monetary payments, fines and penalties, adverse publicity and damage to our reputation in the marketplace or our brand, and in certain cases, revocation of our ability to do business in one or more jurisdictions. In addition, we could face individual and class action lawsuits by customers and other parties for alleged violations of certain of these laws or regulations.

New legislation or regulations may be adopted in the future that could materially adversely affect our operations, our growth, our competitive position, or our ability to conduct business profitably in one or more jurisdictions.

We May Choose Not to Expand Our Business Beyond the Approved Jurisdictions.
To avoid potentially being deemed an insurance company and becoming subject to the complex law and regulations discussed above, we may choose not to expand our business beyond the Approved Jurisdictions and any future jurisdiction that passes similar legislation. Such a decision may limit our growth potential and profitability and have a material adverse impact on our financial condition, cash flows, and results of operations.

Our Success Depends on Our Ability to Price Risks Accurately and to Charge Adequate Rates to Customers.
Our financial condition, cash flows, and results of operations depend on our ability to set rates accurately for a full spectrum of risks. A primary role of the pricing function is to ensure that rates are adequate to generate sufficient payments from customers to pay losses, operating expenses, and to earn a profit.

Pricing involves the acquisition and analysis of historical data regarding vehicle accidents, other insured events, and associated losses, and the projection of future trends for such accidents and events, loss costs, expenses, and inflation, among other factors, for our product. Our ability to price accurately is subject to a number of risks and uncertainties, including, without limitation:

- the availability of sufficient, reliable data
- our ability to conduct a complete and accurate analysis of available data
- uncertainties inherent in estimates and assumptions, generally
- our ability to timely recognize changes in trends and to predict both the severity and frequency of future losses with reasonable accuracy
- our ability to predict changes in operating expenses with reasonable accuracy
- our ability to reflect changes in our own insurance costs in a timely manner
- the development, selection, and application of appropriate pricing methodologies
- our ability to innovate with new pricing strategies and the success of those strategies
- unanticipated court decisions, legislation, or regulatory actions
- our ability to understand the impact of ongoing changes in our practices of dealing with customer loss events

- changing vehicle usage and driving patterns, which may be influenced by epidemics, pandemics, other widespread health risks, or changes in oil and gas prices, among other factors, changes in residential occupancy patterns, and the sharing economy
- advancements in vehicle or home technology or safety features, such as accident and loss prevention technologies or the development of autonomous or partially autonomous vehicles
- unforeseen disruptive technologies and events
- the ability to understand the risk profile of significant customers, such as transportation network companies
- unanticipated changes in auto repair costs, auto parts prices, used car prices, construction requirements, labor and materials costs, and the imposition and impacts of tariffs

The realization of one or more of these risks may result in our pricing being based on inadequate or inaccurate data or inappropriate analyses, assumptions, or methodologies, and may cause us to estimate incorrectly future changes in the frequency or severity of customer loss events. As a result, we could underprice risks, which would negatively affect our profit margins, or we could overprice risks, which could reduce our competitiveness and growth prospects. In either event, our financial condition, cash flows, and results of operations could be materially adversely affected.

Our Success Depends on Our Ability to Establish Accurate Loss Reserves.
We maintain loss reserves, which represent our best estimate of the amounts that we ultimately will pay based on customer loss events. There is inherent uncertainty in the process of establishing our loss reserves, which can arise from a number of factors which are, or can be, affected by both internal and external events including:

- the availability of sufficient, reliable data
- the difficulty in predicting the rate and direction of changes in frequency and severity trends, including the effects of inflationary pressures or other factors
- unexpected changes in medical costs, auto repair costs, or the costs of construction labor and materials
- the imposition and impacts of tariffs
- labor shortages, which can impact loss expenses directly through higher labor costs, and indirectly through delays in services or through lower quality, as companies hire less experienced workers to perform services
- unanticipated changes in governing statutes and regulations
- the outcome of lawsuits against companies who operate in adjacent industries, including unanticipatedly high jury verdicts or punitive damage awards
- the effects of changes in our practices of dealing with customer loss events
- our ability to recognize fraudulent or inflated claims of customer loss events
- the accuracy and adequacy of our techniques used in estimating loss reserves
- the accuracy of the modeling tools that we use, which rely on the assumption that past loss development patterns will persist into the future and vary in the rate at which they incorporate changes in data

The ultimate paid losses may deviate, perhaps substantially, from point-in-time estimates of such losses and expenses, as reflected in our loss reserves. Consequently, ultimate losses paid could materially exceed reported loss reserves and have a material adverse effect on our financial condition, cash flows, or results of operations.

Our Success Will Depend on Our Ability to Continue to Accurately Predict Our Own Insurance Needs, Obtain Sufficient Insurance Coverage for Our Property and Other Business at Reasonable Cost, and Collect Under Our Insurance Arrangements.

Our business relies on insurance arrangements to reduce our exposure to certain catastrophe events. Insurance arrangements are often subject to a threshold below which insurance does not apply (often called the deductible), so that we are responsible for all losses below the threshold from a covered event. Also, insurance policies typically have an aggregate dollar coverage limit, and, therefore, we are further exposed to the extent that our liabilities for customer loss events exceed our insurance coverage. In addition, although our insurers are liable to us to the extent of the contractual insurance coverage, we remain liable under our product to our customers directly on all risks which we attempt to pass on to our own insurers. As a result, we are subject to the risk that our insurers will be unable to pay, or will dispute, our insurance claims. Further, the availability and cost of insurance are subject to prevailing insurance market conditions, which have been, and in the future could be, adversely impacted by the underwriting capacity of the insurance industry. That underwriting capacity can be influenced by several factors, including industry losses, changes in legal and regulatory guidelines, and the occurrence of significant insured events, such as weather-related catastrophes, among other things. Depending on the impact of any of these factors, we may not be able to obtain insurance coverage in the future at all or with commercially reasonable rates, terms, and conditions. The unavailability and/or increased cost of insurance could adversely affect our business volume, profitability, or financial condition.

Lawsuits Challenging Our Business Practices May Be Filed in the Future.

Litigation may be filed against us in the future challenging our business practices or operations. In addition, lawsuits have been filed against our competitors and other businesses or entities, and other such lawsuits may be filed in the future, and even though we are not a party to such litigation, the results of those lawsuits nevertheless may create additional risks for, and/or impose additional costs and/or limitations on, our business practices or operations.

Lawsuits against us may seek significant monetary damages and injunctive relief. The potential for injunctive relief can threaten our use of important business practices. In addition, the resolution of individual or class actions, collective actions, and representative action litigation in insurance, in related fields, or in matters broadly applicable to business operations, may lead to the development of judicial regulation, resulting in material increases in our costs of doing business.

Litigation is inherently unpredictable. Adverse court decisions, or significant settlements of future cases, could have a material adverse effect on our financial condition, cash flows, and results of operations.

Our Business Is Subject to Risks Related to the Larger Automotive Ecosystem, Including Consumer Demand, Global Supply Chain Challenges, and Other Macroeconomic Issues.

Our business is affected by industry and economic conditions. Purchases of new and used vehicles are typically discretionary for consumers and have been, and may continue to be, affected by negative trends in the economy. Consumer purchases of new and used vehicles generally decline during recessionary periods and other periods in which disposable income is adversely affected. Inflationary impacts on labor, materials, fuel, and other vehicle costs and services, as well as scarcity of certain products, have caused increased vehicle prices, which have adversely affected, and may continue to adversely affect, the market for used vehicles.

Adverse conditions affecting one or more automotive manufacturers could also impact the supply of vehicles, change consumer car purchasing behaviors, and have a material adverse effect on our sales and results of operations. Further adverse conditions, including labor disruptions at manufacturer facilities, may affect the market for new vehicles, thereby affecting the number of customers seeking to purchase our product.

Our business may also be negatively affected by challenges to the larger automotive ecosystem, including global health crises, such as the past COVID-19 pandemic, which may impact workforces, operations, and consumer behavior; increase in urbanization, which may decrease demand for vehicles due to the popularity of rideshare services such as Uber and Lyft; global supply chain challenges; military conflicts, such as the conflict in Ukraine and the Middle East, or changes in relations between countries, such as between the United States, China, and Taiwan; and other macroeconomic issues. New technologies such as autonomous driving software and the increasing popularity of electric vehicles also have the potential to change the dynamics of vehicle ownership in the future. In addition, technology related to generative AI is advancing rapidly, and its future impact on the automotive ecosystem is unknown. Finally, any new or increased tariffs or other trade restrictions implemented by the U.S. federal government or other countries may change vehicle supply or the supply of important vehicle parts and components, as well as customer vehicle purchasing behavior. Any of the foregoing could have a material adverse effect on our business, results of operations and financial condition.

Our Business Is Sensitive to Changes in the Prices of New and Used Vehicles.
Any significant changes in prices for new or used vehicles could have a material adverse effect on our revenues and results of operations. An overall increase in prices or monthly payments for new or used vehicles, including as a result of increased interest rates customers face when financing a vehicle, makes it difficult for certain customers to afford to purchase a vehicle.

We May Not Be Able to Meet All of our Financial Obligations
Should we not raise adequate capital pursuant to the Offering, the Company may not be able to make all required payments to its vendors, insurers, and/or other obligors. In such a scenario, the Company would be at risk of default on its contractual obligations.

An Investment in the Company Must be Considered Speculative.
We cannot assure you that you will realize a return on your investment or that our shareholders will not lose their investments in the Company in their entirety. In the event we are forced to dissolve or commence insolvency proceedings, any proceeds from the liquidation of our assets will be distributed to our shareholders only after the satisfaction of the claims of our creditors. Your ability to recover all or any portion of an investment in our capital stock will depend upon the amount of the dissolution proceeds.

Past Performance Not Indicative of Future Results.
The prior investment and operational performance of the Company is not indicative of the future operating results of the Company. There can be no assurance that the historical operating results achieved by the Company, or its affiliates will be achieved by the Company, and the Company's performance may be materially different.

Financial Projections May Prove Materially Inaccurate or Incorrect.
The Company's financial estimates, projections and other forward-looking information or statements included in this Memorandum are based on assumptions of future events that may or may not occur, which assumptions may not be disclosed in this Memorandum. Shareholders should inquire of the Company and become familiar with the assumptions underlying any estimates, projections or other forward-looking information or statements. Projections are inherently subject to varying degrees of uncertainty and their achievability depends on the timing and probability of a complex series of future events. There is no

assurance that the assumptions upon which these projections are based will be realized. Actual results may differ materially from projected results for a number of reasons including increases in operation expenses, changes or shifts in regulatory rules, undiscovered and unanticipated adverse industry and economic conditions, and unanticipated competition. Accordingly, the shareholders should not rely on any projections to indicate the actual results the Company might achieve.

The Company is Privately Held and There Is No Public Market for Its Preferred Shares. Our Pricing was arbitrarily Determined.

There is currently no public market for the Shares. There can be no assurance that an active market will develop or, if one does develop, that it will be sustained. Therefore, investors may not be able to liquidate their investment in the Company. Our price for the Shares in this offering has been arbitrarily determined by us and is not necessarily related to our asset value, net worth, or other established criteria of value.

Transfers of the Shares purchased pursuant to this offering must be made in strict accordance with all limitations upon transfer imposed by the federal and applicable state securities laws. To ensure total compliance, the Company may require the opinion of counsel with respect to the applicability of such laws to a transfer. The books and records of the Company will include respective "stop transfer" notations to the effect that no transfer of any of the Shares shall be effective unless strict compliance with the applicable securities laws has been made, the determination of which will be at the absolute discretion of the Company. Accordingly, the purchase of the Shares should be considered only as a long-term investment.

Because Certain Existing Stockholders Own a Large Percentage of Our Voting Stock, Other Stockholders' Voting Power May Be Limited.

William Kizzie owns and/or controls a majority of the outstanding shares of our common stock as of the date of this offering and will continue to own and/or control in excess of 75% of our common stock. As a result, Mr. Kizzie will have the ability to control all matters submitted to our stockholders for approval, including the election and removal of at least a majority of the directors and the approval of any merger, consolidation, or sale of all or substantially all of our assets. This stockholder may make decisions that are adverse to your interests.

We Have Broad Discretion in the Using of The Offering Proceeds.

Other than for general product development, the net proceeds of this offering are not allocated for specific purposes. Thus, our management has broad discretion over how to use these proceeds and could spend most of them in ways with which our shareholders may not agree. The proceeds may be invested in ways that do not yield favorable returns.

Our Performance May Be Affected by Current Economic Conditions in the U.S.

Declining economic conditions may have a negative impact on our ability to develop and market our planned motor vehicle products. Overall demand for our planned products could be reduced as a direct result of an economic recession.

An Overall Decline in Economic Activity Could Have a Material Adverse Effect on the Financial Condition and Results of Operations of Our Business.

Factors, such as business revenue, economic conditions, including adverse conditions resulting from uncertainty concerning government shutdowns, debt ceilings or funding, the volatility and strength of the capital markets, increased rates of inflation, uncertain levels of interest rates and public health emergencies can affect the business and economic environment. For example, in 2024, the global economic environment was characterized by continued market uncertainty, inflationary pressures, high interest rates, weak housing markets, natural disasters and extreme weather events, recessionary fears, and geopolitical uncertainty regarding the ongoing conflict in Ukraine, tensions across the Taiwan Strait, the Israel-Hamas conflict and other hostilities in the Middle East and their impact on global security and markets.

The economic activity that impacts property and casualty insurance, to which our product is similar, is most closely correlated with employment levels, corporate revenue and asset values. In addition, an increase in consumer preference for car- and ride-sharing services, as opposed to automobile ownership, may result in a long-term reduction in the number of vehicles per capita, and consequently the automobile insurance industry, to which we are adjacent. Additionally, some of our customers or potential customers may experience liquidity problems or other financial difficulties in the event of a prolonged deterioration in the economy, which could have an adverse effect on our collectability of receivables or our clients may have less need for insurance-like coverage. A decline in economic activity could have a material adverse effect on our business, financial condition and results of operations.

Furthermore, a material portion of our operating expenses refers to employee compensation and benefits, which are sensitive to inflation. To maintain our ability to successfully compete for the best talent, rising inflation rates may require us to provide compensation increases beyond historical increases, which may significantly increase our compensation costs. Consequently, inflation is expected to increase our operating expenses over time and may adversely impact our results of operating cash flow.

At This Time There Is No Market Acceptance of Our Proposed Product.
We cannot assure you that we will be successful in continuing to bring our down payment investment product to market, or that, if market acceptance is obtained by us, our operations will be profitable. We are seeking strategic alliances and other distribution and marketing channels; however, we cannot assure you that any degree of market acceptance will result, and that acceptance, if achieved, will be sustained for any significant period to permit the Company to recover start-up and other associated costs. Our goal is to achieve or sustain market acceptance and failing to do so would have a material adverse effect on our business, financial conditions, and results of operations.

We Have an Unproven Business Strategy.
The Company plans to expand its operations and staff to meet the requirements of its business initiatives. The development of products and commercial response to the product offerings is still uncertain, and although the Company believes that its strategy incorporates advantages compared to other companies offering similar or adjacent products, if potential strategic partners or consumers do not respond favorably to the Company's products or if it takes longer to develop its products or establish its customer base or it proves to be more costly than currently anticipated to develop its businesses, revenues may be adversely affected.

We Compete in Markets That Are Highly Competitive.
The markets in which we sell our product are highly competitive. While we are currently not aware of any competitors offering a similar product and we maintain that we are not an insurance company, since our product is similar to products offered by the insurance industry, we may in the future face competition from large, well-capitalized national and international companies, as well as smaller regional insurers. Other companies, potentially including existing insurance companies, vehicle manufacturing companies, "insurtech" companies, and other well-financed companies seeking new opportunities, or new competitors with technological or other innovations, may also enter these markets. Many of our potential competitors have substantial resources, experienced management, and strong marketing, underwriting, pricing, and technological capabilities. The property and casualty insurance industry is a relatively mature industry, in which brand recognition, marketing skills, innovation, operational effectiveness, pricing, scale, and cost control are major competitive factors. If our potential competitors begin to offer similar products at lower prices, offer such products bundled with other products or services that we do not offer, or engage in other successful competitive initiatives, our ability to generate new business could be compromised.

The highly competitive nature of the marketplace could result in consolidation within the industry, or in the failure of one or more potential competitors. The concentration of insurance and non-insurance business in a reduced number of major potential competitors in the future could significantly increase the level of competition in a manner that may not be favorable to us. In addition, in the event of a failure of a major insurer or a state-sponsored catastrophe fund and if we are deemed to be an insurance company, our company and other insurance companies may be required by law to absorb the losses of the failed insurer or fund, resulting in a potentially significant increase in our costs. We might also be faced with an unexpected surge in new business from a failed competitor's former customers. Such events could materially adversely affect our financial results, brand, and future business prospects.

Our Success Depends on Our Ability to Innovate Effectively and Respond to Any Future Competitors' Initiatives.

Our ability to develop and implement innovative products and services, which may include technological advances, that are accepted and valued by our customers is critical to maintaining and enhancing our competitive position. Innovations must be implemented in compliance with applicable regulations and may require extensive modifications to our systems and processes and extensive coordination with and reliance on the systems of third parties. Technological and societal changes may lead to changes in customers' preferences as to how they want to interact with us. As a result, if we do not handle these transitions effectively and bring such innovations to market with the requisite speed and agility, the quality of our products and services, our relationships with our customers, and our business prospects, may be materially adversely affected. In addition, innovations by any future competitors or other market participants may increase the level of competition in the industry. If we fail to respond appropriately in a timely manner to those innovations and also to the evolving customer preferences, our competitive position and results may be materially adversely affected.

We Cannot Predict Whether We Will Meet Internal or External Expectations of Future Performance.

We believe that our future success depends on our ability to develop revenue from our operations, of which we have limited operating history. Accordingly, our prospects must be considered in light of the risks, expenses and difficulties frequently encountered by companies with limited operating history. These risks include our ability to:

- maintain contracts to aid in development of our products
- attract a large number of customers for our products
- increase awareness of our brand and attempt to build customer loyalty
- attract advertisers and marketers
- respond effectively to competitive pressures
- attract and retain qualified management and employees
- upgrade our products to remain competitive and expand applications for these products

Our future success, not to mention our ability to generate revenues, depends on our ability to successfully deal with these risks, expenses, and difficulties.

Limited Market Data and Difficulty to Forecast Because, To Our Knowledge, Our Product Has Never Been Offered at the Level We are Offering.

As a result of a lack of very similar products, the market data available is limited and unreliable. Therefore, the Company must rely largely on its own market research to forecast sales as detailed forecasts are not generally obtainable from other sources at this early stage of this type of product. Market research and

projections by the Company of estimated total retail sales, demographics, demand, and similar consumer research are based on assumptions from limited and unreliable market data and generally represent the personal opinions of the Company's management team as of the date they are made. A failure in the demand for its products to materialize as a result of competition, technological change or other factors could have a material adverse effect on the business, results of operations, financial condition or prospects of the Company.

We are Reliant on Management.
The success of the Company is dependent upon the ability, expertise, judgment, discretion, and good faith of its senior management. We cannot guarantee the continued services of such individuals. Any loss of the services of such individuals could have a material adverse effect on the Company's business, operating results, financial condition, or prospects.

Our Success Depends on Retaining Our Current Key Personnel and Attracting Additional Key Personnel.
The Company is dependent on the services of key personnel, including William Kizzie, Dario Hodge, Talibah Bayles, and Charles Mitchell. In addition, the Company's success depends to a significant degree upon its ability to attract, retain and motivate highly skilled and qualified personnel. Failure to attract and retain necessary technical personnel, sales and marketing personnel and skilled management could adversely affect the Company's business. If the Company fails to attract, train, and retain sufficient numbers of these highly qualified people, its prospects, business, financial condition and results of operations will be materially and adversely affected.

Fraudulent or Illegal Activity by Employees, Contractors, and Consultants.
The Company is exposed to the risk that its employees, independent contractors and consultants may engage in fraudulent or other illegal activity. Misconduct by these parties could include intentional, reckless and/or negligent conduct or disclosure of unauthorized activities to the Company that violates: (i) federal and state government regulations; (ii) consumer protection laws; or (iv) laws that require the true, complete, and accurate reporting of financial information or data. It may not always be possible for the Company to identify and deter misconduct by its employees and other third parties, and the precautions taken by the Company to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting the Company from governmental investigations or other actions or lawsuits stemming from a failure to be in compliance with such laws or regulations. If any such actions are instituted against Company, and it is not successful in defending itself or asserting its rights, those actions could have a significant impact on the Company's business, including the imposition of civil, criminal and administrative penalties, damages, monetary fines, contractual damages, reputational harm, diminished profits and future earnings, and curtailment of the Company's operations, any of which could have a material adverse effect on the Company's business, financial condition, results of operations or prospects.

Our business could be materially adversely affected by a security breach or other attack involving our technology systems or the systems of one or more of our vendors.
We rely on third-party systems and applications, to run our operations and to store the data that we acquire, including the personal information of our customers and employees and our intellectual property, trade secrets, and other sensitive business and financial information. All of these systems are subject to "cyberattacks" by third parties with substantial computing resources and capabilities, which are becoming more frequent and more sophisticated, and to unauthorized or illegitimate actions by employees, consultants, agents, and other persons with legitimate access to our systems. Such attacks or actions may include attempts to:

- access our systems

- improperly use, steal, sell, corrupt, or destroy data or information, including our intellectual property, financial data, or the personal information of our customers, employees, or other individuals
- misappropriate funds or extract ransom payments
- commit fraud
- disrupt or shut down our systems
- deny customers, employees, or others access to our systems
- infect our systems with viruses or malware

Some of our systems and operations rely on third-party vendors, through either a connection to, or an integration with, those third parties' systems or contracted personnel. This approach has increased, and may continue to increase, the risk of loss, corruption, or unauthorized access to or inappropriate disclosure of our data or information or the confidential information of our customers and employees, or other cyberattacks. Although we may review and assess third-party vendor cybersecurity controls, our efforts may not be successful in preventing or mitigating the effects of such events. Third-party risks may include, among other factors, the vendor's lax security measures, data location uncertainty, and the possibility of data and information storage in inappropriate jurisdictions where laws or security measures may be inadequate.

Our systems are being threatened on a regular basis and our efforts to deter such threats may be insufficient to prevent or defend against an attack. There can be no assurance that we, or any vendor, will be successful in preventing future attacks or incidents or detecting and stopping them once they have begun. Cybersecurity risks rapidly evolve and are complex, so we must continually adapt and enhance our processes and technological defenses. As we do this, we must make judgments about where to invest resources to most effectively protect ourselves from cybersecurity risks. These are inherently challenging judgements, and we can provide no assurance that processes and technological defenses that we implement will be effective.

Our business could be significantly damaged by a security breach, data loss or corruption, or cyberattack. In addition to the potentially high costs of investigating and stopping such an event and implementing necessary fixes, we could incur substantial liability if confidential customer or employee information is stolen. In addition, such an event could cause a significant disruption of our ability to conduct our operations, adversely affect our competitive position if material trade secrets or other confidential information are stolen, and have severe ramifications on our reputation and brand, potentially causing customers to refrain from buying our product or other businesses to refrain from doing business with us. Therefore, the occurrence of a security breach, data loss or corruption, or cyberattack, if sufficiently severe, could have a material adverse effect on our business results, prospects, and liquidity.

Our business and results of operations could be adversely affected by epidemics, pandemics, or other widespread health risks.

Beginning with its emergence in 2020, COVID-19 increased many of the risks described above and impacted our business, operations, and financial results in several ways. We believe that the existing risks and impacts of COVID-19 are not currently material to our business. Any future epidemic, pandemic, or other widespread health risk, including a new variation of the COVID-19 virus, could exacerbate the impacts of many of the other risk factors described above and adversely affect our business. Depending on the duration and severity of any such epidemic, pandemic, or other widespread health risk, and the nature and extent of governmental responses to it, our business, our operations, and our financial results could be negatively impacted.

We May Require Additional Capital to Pursue Our Business Objectives and Respond to Business Opportunities, Challenges, or Unforeseen Circumstances. If Such Capital Is Not Available to Us, Our Business, Operating Results, and Financial Condition May Be Harmed.

We may require additional capital to pursue our business objectives and respond to business opportunities, challenges, or unforeseen circumstances, including to increase our marketing expenditures to improve our brand awareness, develop new products or services, further improve existing products and services, enhance our operating infrastructure, fund our growth or expansion into new markets, implement strategic initiatives, or acquire complementary businesses and technologies. Accordingly, we may need to engage in equity or debt financings to secure additional capital. However, additional capital may not be available when we need it, on terms that are acceptable to us, or at all. In addition, any debt financing that we secure in the future could involve restrictive covenants which may make it more difficult for us to obtain additional capital and to pursue business opportunities.

Volatility in the credit markets may also have an adverse effect on our ability to obtain debt financing. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to continue to pursue our business objectives and to respond to business opportunities, challenges or unforeseen circumstances could be significantly limited, and our business, operating results, financial condition and prospects could be adversely affected.

Litigation.

The Company may become threatened by a party, or otherwise become party to litigation from time to time in the ordinary course of business which could adversely affect its business. Should any litigation in which the Company becomes involved be determined against the Company, such a decision could adversely affect the Company's ability to continue operating and its financial results. Even if the Company is involved in litigation and is successful, such litigation could redirect significant company resources.

Certain Risks Relating to Investors Subject to ERISA.

Persons investing the assets of employee benefit plans should consider ERISA risks of investing in the Shares. ERISA and Code Section 4975 prohibit certain transactions that involve (i) certain pension, profit-sharing, employee benefit, or retirement plans or individual retirement accounts and Keogh plans, and (ii) any person who is a "party-in-interest" or "disqualified person" with respect to such a plan. Consequently, the fiduciary of a plan contemplating an investment in our Shares should consider whether we, any other person associated with the issuance of our Shares, or any of their affiliates is or might become a "party-in-interest" or "disqualified person" with respect to the plan and, if so, whether an exemption from such prohibited transaction rules is applicable. In addition, the Department of Labor's plan asset regulations, or DOL Regulations, provide that, subject to certain exceptions, the assets of an entity in which a plan holds an equity interest may be treated as assets of an investing plan, in which event the underlying assets of such entity (and transactions involving such assets) would be subject to the prohibited transaction provisions. We intend to take such steps as may be necessary to qualify us for one or more of the exemptions available, and thereby prevent our assets as being treated as assets of any investing plan.

In addition, if you are investing the assets of an individual retirement plan, or IRA, or a pension, profit sharing, 401(k), Keogh or other employee benefit plan, you should satisfy yourself that your investment (i) is consistent with your fiduciary obligations under ERISA and other applicable law, (ii) is made in accordance with the documents and instruments governing your plan or IRA, including your plan's investment policy, and (iii) satisfies the prudence and diversifications requirements of Sections 404(a)(1)(B) and 404(a)(1)(C) of ERISA. You should also satisfy yourself that you will be able to value the assets of the plan annually in accordance with ERISA requirements, and your investment will not constitute a prohibited transaction under Section 406 of ERISA or Code Section 4975.

SECTION 5 OF PRIVATE PLACEMENT MEMORANDUM

UNITED STATES INCOME TAX MATTERS

The following discussion is a general summary of the material U.S. federal income tax considerations that are applicable to the Company and to an investment in the Shares by a U.S. stockholder. This summary does not purport to be a complete description of the income tax considerations applicable to such an investment. For example, the following discussion does not describe income tax consequences that are assumed to be generally known by U.S. stockholders or certain considerations that may be relevant to certain types of U.S. stockholders subject to special treatment under U.S. federal income tax laws, including tax-exempt organizations, pension plans and trusts and financial institutions. This summary assumes that U.S. stockholders hold the Shares as capital assets (within the meaning of the Internal Revenue Code of 1986, as amended (the "***Code***").

This discussion is based upon the Code, Treasury regulations, and administrative and judicial interpretations, each as of the date of this offering memorandum and all of which are subject to change, possibly retroactively, which could affect the continuing validity of this discussion. We have not and will not seek any ruling from the IRS regarding this offering. This summary does not discuss any aspects of U.S. estate or gift tax or foreign, state or local tax and does not discuss any tax consequences to investors that are not U.S. stockholders.

Tax matters are very complicated and the tax consequences to a U.S. stockholder of an investment in the Shares will depend on the facts of his, her or its particular situation. We encourage investors to consult their own tax advisors regarding the specific consequences of such an investment, including tax reporting requirements, the applicability of federal, state, local and foreign tax laws and the effect of any possible changes in the tax laws.

IN COMPLIANCE WITH IRS CIRCULAR 230, POTENTIAL INVESTORS ARE HEREBY NOTIFIED THAT THE DISCUSSION OF TAX MATTERS SET FORTH IN THIS MEMORANDUM WAS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING BY THE COMPANY. IT IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY ANY PERSON, FOR THE PURPOSE OF AVOIDING ANY PENALTIES UNDER FEDERAL, STATE, OR LOCAL TAX LAWS OR REGULATIONS. IN VIEW OF THE COMPLEXITIES OF THE TAX LAWS, EACH PROSPECTIVE INVESTOR SHOULD CONSULT HIS OR HER OWN TAX ADVISOR WITH RESPECT TO THE FEDERAL, STATE, AND LOCAL TAX CONSEQUENCES OF AN INVESTMENT IN THE COMPANY.

The Company will be treated as a C corporation for U.S. federal income tax purposes. Thus, we will compute and pay federal income tax on our taxable income. Currently, the maximum marginal regular federal income tax rate for a corporation is 21%. The Company may be subject to a 15% federal alternative minimum tax on its federal alternative minimum taxable income to the extent that the Company's alternative minimum tax exceeds its regular federal income tax.

If the Company makes a distribution on the Shares, the distribution will be treated as a taxable dividend to a U.S. stockholder to the extent of its current or accumulated earnings and profits. If the distribution exceeds the Company's current or accumulated earnings and profits, the distribution will be treated as a tax-free return of capital to the U.S. stockholder, to the extent of the U.S. stockholder's adjusted tax basis in its common shares, and then as capital gain. Generally, earnings and profits are computed based upon taxable income, with certain specified adjustments. Under current law, dividends received by non-corporate holders of the Shares will be taxed on such dividend income at a maximum rate of 20%.

Upon a sale or exchange of the Shares, a U.S. stockholder will recognize a taxable gain or loss depending upon his, her or its basis in the Shares. Such gain or loss will be treated as long-term capital gain or loss if the Shares have been held for more than one year. All or a portion of any loss recognized on a sale or exchange of the Shares generally will be disallowed if other of the Shares are purchased (whether through reinvestment of distributions or otherwise) within a 61-day period beginning 30 days before and ending 30 days after the date of the sale or exchange. In such a case, the basis of the Shares acquired will be adjusted to reflect the disallowed loss. Long-term capital gains recognized by individuals are taxable under current law at a maximum capital gains tax rate of 20%. If investors hold the Shares for one year or less, the capital gain or loss will be short-term. Short-term capital gains are taxed at a maximum rate equal to the maximum rate applicable to ordinary income of the investor.

.

The Company may be required to withhold U.S. federal income tax ("backup withholding") at a 28%-rate from all taxable distributions to any non-corporate U.S. stockholder (i) who fails to furnish a correct taxpayer identification number or a certificate that such stockholder is exempt from backup withholding, or (ii) with respect to whom the IRS has notified us that such stockholder has failed to properly report certain interest and dividend income to the IRS and to respond to notices to that effect. An individual's taxpayer identification number is his or her social security number. Any amount withheld under backup withholding is allowed as a credit against the U.S. stockholder's U.S. federal income tax liability, provided that proper information is provided to the IRS.

State and Local Taxes

In addition to the federal income tax consequences described herein, prospective investors should consider the state tax consequences of an investment in the Company. A stockholder's distributions generally will be required to be included in determining his or her reportable income for state and local tax purposes. This Memorandum does not summarize the state and local tax consequences to prospective investors. We urge you to consult your own tax advisor on all matters relating to state and local taxation.

The foregoing summary is only a brief overview of applicable tax principles. Each prospective owner is strongly urged to consult its tax advisors for more comprehensive advice, taking into account its particular facts and circumstances.

THE FOREGOING SUMMARY OF UNITED STATES TAX CONSEQUENCES IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED UNDER THE INTERNAL REVENUE CODE. THE FOREGOING SUMMARY WAS WRITTEN IN SUPPORT OF THE PROMOTION AND MARKETING OF THE SERIES A PREFERRED SHARES. INVESTORS SHOULD SEEK ADVICE BASED ON THEIR OWN PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

ERISA CONSIDERATIONS

The fiduciary responsibility standards and prohibited transaction restrictions of ERISA apply to most employee retirement and welfare benefit plans maintained by private corporate employers ("***ERISA Plans***"). Similar rules may apply under state law with respect to plans maintained by state and local governments. Although ERISA does not (with certain exceptions) apply to certain types of plans, such as individual retirement accounts ("***IRAs***"), plans covering only self-employed individuals (i.e., sole proprietors and partners) and their respective spouses, or corporate plans covering only a corporation's sole stockholder and his or her spouse, these plans (as well as ERISA Plans) are subject to the prohibited transaction excise tax provisions of Section 4975 of the Code, which are substantially similar to the prohibited transaction restrictions of ERISA. Neither ERISA nor Section 4975 of the Code applies to

employee benefit plans established or maintained by government entities, plans established and maintained by churches or certain entities associated with churches, foreign plans covering nonresident aliens, and certain other plans excluded by statute.

The appropriate fiduciary of an employee benefit plan proposing to invest in us should consider whether the investment would be consistent with the terms of the plan's governing documents and the fiduciary responsibility requirements of ERISA or other applicable law. A fiduciary of an ERISA plan, for example, should give appropriate consideration to, among other things, the role that an investment in us would play in the plan's portfolio, taking into consideration whether the investment is designed reasonably to further the plan's purposes, the risk and return factors associated with the investment, the composition of the plan's total investment portfolio with regard to diversification, the liquidity and current return of the plan's portfolio relative to its anticipated cash flow needs, and the projected return of the plan's portfolio relative to its objectives.

In addition, the prohibited transaction restrictions of ERISA prohibit an ERISA Plan fiduciary from causing the plan to engage in a transaction if the fiduciary knows or should know the transaction would involve a "party in interest" of the plan. "Parties in interest" of an ERISA Plan include, among others, persons providing fiduciary or other services to the plan, and certain affiliates of such persons. Prohibited transactions with parties in interest include, among others, a direct or indirect sale or exchange of property between the plan and a party in interest, and a transfer of plan assets to, or use of plan assets by or for the benefit of, a party in interest. (The parallel prohibited transaction provisions of Section 4975 of the Code prohibit substantially similar transactions between plans subject to that Section and "disqualified persons" of such plans, defined to include substantially the same persons as parties in interest for ERISA purposes.)

Because the application of ERISA (and Section 4975 of the Code) depends upon the particular facts and circumstances of each plan, the appropriate fiduciary should consult its own advisors to determine the application of the prohibited transaction rules (and relevant exemptions) to the ERISA Plan.

Our assets will be invested in accordance with the investment policies and objectives described in this Memorandum. The appropriate fiduciary of a plan is responsible for ensuring that an investment in us meets all requirements of ERISA or other applicable laws in the specific context of the particular plan. The plan fiduciary also should consider the implications arising from the possible (although unexpected) treatment of our assets as "plan assets" for ERISA purposes (as discussed below), limitations on the right of the plan to redeem or transfer its Shares, and whether an investment in us may generate UBTI that is not exempt from income tax under the Code. Plans should consult their own advisors regarding these matters before investing in us.

Neither ERISA nor the Code defines the term "plan assets" as applied to entities in which a plan invests, such as the Company. However, the Department of Labor ("DOL") has issued the DOL Regulations defining this term. As here relevant, the DOL Regulations provide that, when an ERISA-covered plan acquires an equity interest (such as the Shares) in an entity that is neither a publicly offered security nor a security issued by an investment company registered under the 1940 Act (such as the Company), the assets of the ERISA-covered plan include not only such interest, but also include an undivided interest in each of the underlying assets of the entity, unless it is established that (i) the entity is an "operating company" (as defined in the DOL Regulations), or (ii) that ownership of each class of equity interest in the entity by "benefit plan investors" (which generally include benefit plans of all kinds, whether or not subject to ERISA, and other entities that are deemed to hold plan assets by reason of a plan's investment) has a value in the aggregate of less than 25% of the total value of such class or classes of equity interests that are outstanding (not including any interests owned by any person who has discretionary authority or control with respect to the assets of the entity or provides investment advice for a fee with respect to such assets, or by certain affiliates of such persons).

The DOL Regulations provide that an "operating company" is an entity that is engaged primarily, directly or through a majority owned subsidiary or subsidiaries, in the production or sale of a product or service other than the investment of capital. The DOL Regulations also provide that the term "operating company" includes an entity qualifying as a "real estate operating company" or a "venture capital operating company".

WE ARE NOT RESPONSIBLE FOR DETERMINING WHETHER A PURCHASE OF SHARES IS A PRUDENT INVESTMENT FOR ANY EMPLOYEE BENEFIT PLAN INVESTOR.

FIDUCIARIES OF EMPLOYEE BENEFIT PLAN INVESTORS SHOULD CONSULT WITH THEIR OWN COUNSEL AS TO THE CONSEQUENCES UNDER ERISA, SECTION 4975 OF THE CODE, OR OTHER APPLICABLE LAW OF AN INVESTMENT IN THE COMPANY.

THE SALE OF SHARES TO AN EMPLOYEE BENEFIT PLAN INVESTOR IS IN NO RESPECT A REPRESENTATION BY THE COMPANY THAT SUCH INVESTMENT MEETS RELEVANT LEGAL REQUIREMENTS WITH RESPECT TO INVESTMENTS BY, OR THAT THE INVESTMENT IS APPROPRIATE FOR, EMPLOYEE BENEFIT PLAN INVESTORS GENERALLY OR ANY PARTICULAR EMPLOYEE BENEFIT PLAN INVESTOR.

SECTION 6 OF PRIVATE PLACEMENT MEMORANDUM

AFFILIATE TRANSACTIONS

The Company will pay William Kizzie, Charles Mitchell, and Dario Hodge each a monthly stipend in amounts to be determined to manage the day-to-day affairs of the Company.

The law firm of Spencer Fane LLP represents us in connection with the offering described in this Private Placement Memorandum and also, from time to time on a variety of different matters, and, from time to time, represent certain of our shareholders and directors. Spencer Fane LLP may act as counsel to certain of our shareholders, directors, or any entity affiliated with any of them in connection with transactions on behalf of us or other matters related or unrelated to us.

ADDITIONAL INFORMATION

Prior to completing this offering, we will provide you and your representatives and advisors, if any, the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information which we may possess or can obtain without unreasonable effort or expense that is necessary to verify the accuracy of the information furnished to you. Any such questions should be directed to William Kizzie (william@yourcoinnovations.com) during normal business hours. No other person has been authorized to give information or to make any representations concerning this offering, and if given or made, such other information or representations must not be relied upon as having been authorized by us.

This Memorandum is intended to present a general outline of our policies and our structure. You should thoroughly review our Charter and our Shareholders Agreement, which together specify the rights and obligations of our owners.

Statements in this Memorandum are made as of the date set forth on the cover page of this Memorandum unless stated otherwise and neither the delivery of this Memorandum at any time, nor any sale hereunder, under any circumstances creates an implication that the information contained herein is correct at any time subsequent to such date.

[End of Private Placement Memorandum; Continue to Exhibits.]

EXHIBIT A

Subscription Agreement

[Attached.]

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "***Agreement***") is made and entered into by and between YourCo Innovations, Inc., a Tennessee corporation (the "***Company***"), and the undersigned subscriber hereto (the "***Subscriber***").

RECITAL

Subscriber desires to purchase from the Company, and the Company desires to sell to Subscriber, the number of Company Series A Preferred Shares indicated on the signature page hereof (the "***Securities***").

AGREEMENT

In consideration of the mutual agreements and understandings set forth herein, the Company and Subscriber agree as follows:

1. Subscription. Subscriber hereby agrees to purchase from the Company (the "***Subscription***") that number of Securities for which the Company accepts, as set forth on the signature page hereto, a subscription (which number may not be more than the number of Securities (such Securities being the "***Subscribed Securities***") entered by Subscriber under Subscriber's signature on the signature page hereto). Subscriber understands that this Subscription is not binding on the Company unless and until (and to the extent) it is accepted by the Company in the Company's sole and absolute discretion. If the Company accepts some or all of the Subscription, the Company will provide Subscriber with a counter-signed copy of this Agreement. The Company reserves the right, prior to the issuance of any Securities, to cancel any previously-accepted subscription for any reason.

2. Payment. The price per Security is $44.80. Subscriber must agree to purchase at least 2,232.14 Series A Preferred Shares. In certain cases, the Company may allow smaller investments, in the Company's sole and absolute discretion. Simultaneously with the execution of this Agreement, Subscriber agrees to pay to the Company an amount equal to the product of the number of Subscribed Securities multiplied by $44.80.

3. Subscription Irrevocable; Company's Discretion. This Subscription is irrevocable until thirty (30) days following the date Subscriber submits his Subscription, at which point it becomes null and void if not previously accepted, but is not binding on the Company unless and until accepted in writing by the Company in its sole and absolute discretion as provided in Section 1 and not subsequently cancelled. If accepted, the Subscription (a) will be binding upon Subscriber's heirs, executors, administrators, successors, legal representatives and assigns and (b) may not be canceled, terminated or revoked by Subscriber.

4. Indemnification. Subscriber hereby agrees to indemnify and hold harmless the Company and all of its shareholders, directors, officers, affiliates, employees, agents and attorneys, and each of their respective heirs, executors, administrators, successors, legal representatives and assigns (the Company and each such other party collectively being the "***Company Parties***"), from and against any and all damages, losses, costs and expenses (including reasonable attorney's fees) which any of the Company Parties might incur by reason of Subscriber's failure to fulfill all of the terms and conditions of this Agreement or by reason of Subscriber's breach of any of Subscriber's representations, warranties or covenants contained herein.

5. Representations and Warranties. Subscriber hereby makes the following representations and warranties to the Company.

(a) Truthfulness. Subscriber understands and acknowledges that the Company will rely on the truthfulness of the information Subscriber provides, and the representations and warranties Subscriber makes, in this Agreement.

(b) Legal Power. If a natural person, Subscriber is 21 or more years of age. If a corporation, limited liability company, partnership, trust or other entity, Subscriber is authorized, empowered and qualified to execute this Agreement and to make an investment in the Company as herein contemplated. This Agreement is valid, binding and enforceable against Subscriber in accordance with its terms.

(c) Private Placement Memorandum. Subscriber has received and read a copy of the Company's Private Placement Memorandum dated May 23, 2025, as it might have been supplemented prior to the date hereof (the "***Offering Materials***") and this Agreement, and Subscriber has relied on nothing other than the Offering Materials and this Agreement in deciding whether to make an investment in the Company.

(d) Accredited Investor Status. If Subscriber has represented to the Company that Subscriber is an Accredited Investor, then Subscriber is, in fact, an "***Accredited Investor***" (as that term is defined in Rule 501 of Regulation D under the Securities Act of 1933).

(e) Purpose of the Company. Subscriber is familiar with and understands the purposes for which the Company was incorporated and the transactions to be undertaken by the Company.

(f) Information. Subscriber acknowledges that Subscriber has been given the opportunity to (i) ask questions and receive satisfactory answers concerning the terms and conditions of this offering, (ii) obtain additional information in order to evaluate the merits and risks of an investment in the Company and to verify the accuracy of the information presented, and (iii) examine all information Subscriber deems to be material to an understanding of the Company and the business of the Company.

(g) Printed Material. No statement, printed material, or other information that, in the case of any of the foregoing in this Section 5(g), is contrary to the information contained in the Offering Materials or this Agreement has been made (as to any such statement) or delivered (as to any such printed material or any such other information) by or on behalf of the Company to Subscriber.

(h) Advisors. Subscriber has consulted with his own financial, tax, accounting and legal advisors as to his investment in the Company, the consequences thereof, and the risks associated therewith. Subscriber understands that the Company has not engaged separate counsel to represent Subscriber.

(i) Exemption From Registration Under Securities Laws. Subscriber understands that the Securities have not been and will not be registered under federal securities laws or any state securities laws, and are being offered and sold in reliance upon federal and state exemptions for transactions not involving any public offering. Subscriber recognizes that reliance upon such exemptions is based in part upon the representations of Subscriber contained herein. Subscriber understands that the Securities cannot be sold unless subsequently registered under the federal securities laws and any applicable state securities laws or unless an exemption from registration is available.

(j) Own Account. The Securities are being acquired by Subscriber solely for the account of Subscriber for investment purposes only and not with a view to the distribution thereof.

(k) Risk of Loss. Subscriber (i) is a sophisticated investor with such knowledge and experience in business and financial matters as will enable Subscriber to evaluate the merits and risks of investment in the Company, (ii) is able to bear the economic risk and lack of liquidity of an investment in the Company, and (iii) is able to bear the risk of loss of Subscriber's entire investment in the Company. Subscriber has adequate net worth and means of providing for Subscriber's current needs and personal

contingencies to sustain a complete loss of Subscriber's investment in the Company. Subscriber's investment in the Securities will not cause Subscriber's overall commitment to investments which are not readily marketable to become excessive.

(l) Risks. Subscriber recognizes that (i) an investment in the Company involves certain risks and (ii) the marketability of the Securities will be severely limited.

(m) Transferability. Subscriber agrees that Subscriber will not transfer, sell, or otherwise dispose of the Securities in any manner that will violate the Securities Act of 1933 or any state securities laws or subject the Company to regulation under the Investment Company Act of 1940, the rules and regulation of the Securities and Exchange Commission or the laws and regulations of the State of Missouri, or any other state or municipality having jurisdiction thereof.

(n) Regulatory Review. Subscriber is aware that (i) no federal, state, local or foreign agency has passed upon the Securities or made any finding or determination as to the fairness of this investment and (ii) Subscriber is not entitled to cancel, terminate or revoke this subscription or any of the powers conferred herein.

(o) No Conflict. The execution and delivery of this Agreement by Subscriber, the consummation of the transactions contemplated to be consummated hereby by Subscriber and the performance of Subscriber's obligations hereunder will not conflict with, or result in any violation of or default under, any provision of any governing instrument applicable to Subscriber, or any agreement or other instrument to which Subscriber is a party or by which Subscriber or any of its properties are bound, or any foreign or domestic permit, franchise, judgment, decree, statute, rule or regulation applicable to Subscriber or Subscriber's business or properties.

(p) Untrue Representations. If at any time prior to acceptance of the Subscription any of the representations or warranties contained in this Agreement are no longer true, Subscriber will promptly notify the Company.

(q) Complete Information. All information provided by Subscriber herein is complete, accurate, and correct.

(r) No Market. Subscriber acknowledges that there is no public or other market for the Securities nor is any such market likely to develop in the foreseeable future.

(s) Sole Decision. Subscriber has made the decision to purchase the Securities independent of any other member of the Company and independent of any statements, disclosures, or judgments as to the properties, business, prospects, or condition (financial or otherwise) of the Company which may have been made or given by any other member or potential member of the Company.

(t) Projections. Subscriber acknowledges and agrees that any financial projections or forecasts with respect to the Company are only forecasts prepared by management, which are subject to many assumptions and factors beyond management's and the Company's control. Subscriber acknowledges and agrees that (i) there are no assurances that any such forecasts will be realized and (ii) actual results may be materially different from any projections.

6. Confidentiality. Subscriber agrees that Subscriber will not disclose to any person other than Subscriber's advisors and will keep strictly confidential the existence of any and all information contained herein and in the Offering Materials.

7. Miscellaneous.

(a) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(b) This Agreement and those documents expressly referred to herein (including the Offering Materials) embody the complete agreement and understanding among the parties with respect to the subject matter hereof and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

(c) This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(d) All provisions of this Agreement are binding upon, inure to the benefit of, and are enforceable by or against, the parties and their respective heirs, executors, administrators, successors or other legal representatives and assigns.

(e) The law of the State of Tennessee shall govern all questions concerning the relative rights of the Company and its members. All questions concerning the construction, validity, enforcement, and interpretation of this Agreement and the exhibits hereto shall be governed by the internal law, and not the law of conflicts, of the State of Tennessee.

(f) The failure of the Company to exercise any right or remedy under this Agreement or any other agreement between the Company and Subscriber, or otherwise, or any delay by the Company in exercising any of the same, will not operate as a waiver thereof. No waiver by the Company will be effective unless and until it is in writing and is signed by the Company.

(g) Each of the parties to this Agreement shall be entitled to enforce its rights under this Agreement specifically, to recover damages and costs (including reasonable attorney's fees) caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages would not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction for injunctive relief in order to prevent any violations of the provisions of this Agreement.

(h) Captions contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

(i) This Agreement may not be amended, modified, supplemented, or terminated unless the same is in writing and is signed by all the parties hereto. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

(j) Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular and vice versa; (ii) references to any person include such person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement; (iii) references to one gender include all genders; (iv) "including" is not limiting; (v) "or" has the inclusive meaning represented by the phrase "and/or"; (vi) the words "hereof", "herein", "hereby", "hereunder" and

similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement; (vii) section, clause, Exhibit and Schedule references are to this Agreement unless otherwise specified; (viii) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; and (ix) general or specific references to any law mean such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, unless the effect thereof is to reduce, limit or otherwise prejudicially affect any obligation or any right, power or remedy hereunder, in which case such amendment, modification, codification or reenactment will not, to the maximum extent permitted by law, form part of this Agreement and is to be disregarded for purposes of the construction and interpretation hereof.

[The remainder of this page is blank intentionally. Proceed to the next page.]

FOR COMPLETION BY SUBSCRIBERS WHO ARE NATURAL PERSONS:
(i.e., individuals)

Subscriber's Name:_____
(print or type)

Subscriber's Signature:_____
(signature)

Date:_____, 20___

Subscriber's Social Security No.:_____

FOR COMPLETION BY SUBSCRIBERS WHO ARE NOT NATURAL PERSONS:
(i.e., corporations, partnerships, limited liability companies, trusts or other entities)

Subscriber's Name:_____
(print or type)

By:_____
(signature of authorized representative)

Its:_____
(name and title of authorized representative)

Date:_____, 20___

Subscriber's Tax Identification No.:_____

Amount Enclosed Herewith: **$_____**
(must be $44.80 multiplied by number of Subscribed Securities)

Accountholder Name of Account From Which Payment Originated:_____

Subscriber's ACH information **Checking _____** **Savings _____** **[check only one]**

Banking Institution: _____

Routing: _____

Account: _____

[Subscribers: Do not write below this line.]

YOURCO INNOVATIONS, INC.

By: _____
William Kizzie, President and CEO

Acceptance Date:_____, 20___ **Number of Accepted Securities:_____**

Investor Questionnaire

This Questionnaire is being distributed to the investor identified as Subscriber under the Subscription Agreement to which this Investor Questionnaire is attached (the "***Investor***") by YourCo Innovations, Inc., a Tennessee corporation (the "***Issuer***"), to enable the Issuer to determine whether the Investor is qualified to invest in the Series A Preferred Shares (the "***Securities***") of the Issuer. To be qualified to invest in the Securities, the Investor must be an "accredited investor" (as that term is defined in Rule 501(a) of Regulation D promulgated under Section 4(a)(2) of the Securities Act of 1933, as amended (the "***Securities Act***")).

The Issuer will rely upon the accuracy and completeness of the information provided in this Questionnaire in establishing that the issuance of the Securities is exempt from the registration requirements of the Securities Act.

ACCORDINGLY, THE INVESTOR IS OBLIGATED TO READ THIS QUESTIONNAIRE CAREFULLY AND TO ANSWER THE QUESTIONS CONTAINED HEREIN COMPLETELY AND ACCURATELY.

ALL INFORMATION CONTAINED IN THIS QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY. However, the Investor understands and agrees that the Issuer may present, upon giving prior notice to the Investor, this Questionnaire to such parties as the Issuer deems appropriate if called upon to establish that the issuance of the Securities (i) is exempt from the registration requirements of the Securities Act or (ii) meets the requirements of applicable state securities laws; provided however that the Issuer need not give prior notice to the Investor of its presentation of this Questionnaire to the Issuer's regularly employed legal, accounting and financial advisors.

The Investor understands that this Questionnaire is merely a request for information and is not an offer to sell, a solicitation of an offer to buy, or a sale of the Securities. The Investor also understands that the Investor may be required to furnish additional information.

PLEASE NOTE THE FOLLOWING INSTRUCTIONS BEFORE COMPLETING THIS INVESTOR QUESTIONNAIRE:

Unless instructed otherwise, the Investor should answer each question on the Questionnaire. If the answer to a particular question is "None" or "Not Applicable," please so state. If the Questionnaire does not provide sufficient space to answer a question, please attach a separate schedule to your executed Questionnaire that indicates which question is being answered therein. Persons having questions concerning any of the information requested in this Questionnaire should consult with their representatives, lawyer, accountant or broker or may contact William Kizzie at william@yourcoinnovations.com.

Please return one signed and dated copy of this Questionnaire to YourCo Innovations, Inc. with the Investor's executed Subscription Agreement by mail or email to:

YOURCO INNOVATIONS, INC.
145 Bear Crossing, Suite 132, Mt. Juliet, Tennessee 37122
Attn: William Kizzie, President and CEO
william@yourcoinnovations.com

Please retain another copy for the Investor's files.

[Investors who are natural persons should continue to Part I of this Questionnaire on the next page, page 2. Entity or organizational investors should continue to Part II of this Questionnaire on page 5.]

PART I—FOR INDIVIDUALS

1. Investor Personal Data, Employment, and Business Experience

Name: _____

Residence Address: _____

Business Address: _____

State of residence, if different from Residence Address: _____

Personal Telephone: _____ Business Telephone: _____

Age: _____ Citizenship: _____ Social Security or Taxpayer No.: _____

E-mail Address: _____

Send all correspondence to: ☐ Residence Address ☐ Business Address

Present occupation: _____

Salary: _____ Are you: ☐ owner of your own business, or ☐ otherwise employed

Name of owned business/employer: _____

2. Accredited Investor Status. To be qualified to invest in the Securities, the Investor must be an Accredited Investor. Please check the appropriate Accredited Investor representation that applies to you below.

I, the undersigned individual, am an Accredited Investor (as defined in Rule 501 of Regulation D promulgated under the Securities Act) because (check all appropriate descriptions that apply):

☐ I am a natural person whose individual net worth, or joint net worth with my spouse or spousal equivalent, exceeds $1,000,000. For purposes of this Section 6, "net worth" means the excess of total assets at fair market value (including personal and real property, but excluding the estimated fair market value of a person's primary home) over total liabilities. "Total liabilities" excludes any mortgage on the primary home in an amount of up to the home's estimated fair market value as long as the mortgage was incurred more than 60 days before the Securities are purchased, but includes (i) any mortgage amount in excess of the home's fair market value and (ii) any mortgage amount that was borrowed during the 60-day period before the closing date for the sale of Securities for the purpose of investing in the Securities. "Spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse. "Joint net worth" can be the aggregate net worth of a person and spouse or spousal equivalent; assets do not need to be held jointly to be included in the calculation.

☐ I am a natural person who had individual income exceeding $200,000 in each of the last two calendar years and I have a reasonable expectation of reaching the same income level in the current calendar year. For purposes of this Section 6, "income" means annual adjusted gross income, as reported for federal income tax purposes, plus (i) the amount of any tax-exempt interest income received; (ii) the amount of losses claimed as a limited partner in a limited partnership; (iii) any deduction claimed for depletion; (iv) amounts contributed to an IRA or Keogh retirement plan; and (v) alimony paid; and (vi) any gains excluded from the calculation of adjusted gross income pursuant to the provisions of Section 1202 of the Internal Revenue Code of 1986, as amended.

☐ I am a natural person who had joint income with my spouse or spousal equivalent exceeding $300,000 in each of the last two calendar years and I have a reasonable expectation of reaching the same income level in the current calendar year, as defined above.

☐ I am a director, executive officer or general partner of the Issuer, or a director, executive officer or general partner of a general partner of the Issuer. (For purposes of this Section 6, "executive officer" means the president; any vice president in charge of a principal business unit, division or function, such

as sales, administration or finance; or any other person or persons who perform(s) similar policymaking functions for the Issuer.)

☐ I am a natural person who holds, in good standing, one of the following professional licenses: General Securities Representative license (Series 7), Private Securities Offerings Representative license (Series 82), or Investment Adviser Representative license (Series 65).

☐ I am a natural person who is a "knowledgeable employee," as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940, of the Issuer.

3. Representations. I, the undersigned individual, represent that:

a. I have sufficient knowledge and experience in similar investments to evaluate the merits and risks of an investment in YourCo Innovations, Inc., or I have retained an attorney, accountant, financial advisor or consultant as my purchaser representative. If applicable, the name, employer, address, and telephone number of my purchaser representative follows:

b. I and, if applicable, my purchaser representative have received the confidential private placement memorandum relating to this offering (the "**Private Placement Memorandum**"); and I and, if applicable, my purchaser representative understand the Private Placement Memorandum and the risks involved in this offering. I and, if applicable, my purchaser representative have been given the opportunity to ask questions and obtain material and relevant information from the Issuer enabling me to make an informed investment decision. All data that I and, if applicable, my purchaser representative have requested has been furnished to me.

c. Any Securities I may acquire will be for my own account for investment and not with any view to the distribution thereof, and I will not sell, assign, transfer or otherwise dispose of any of the Securities, or any interest therein, in violation of the Securities Act or any applicable state securities law.

d. I understand that (i) any Securities I may acquire will not be registered under the Securities Act or any applicable state securities law and may not be sold or otherwise disposed of unless it is registered or sold or otherwise disposed of in a transaction that is exempt from such registration and (ii) the certificates representing the Securities will bear appropriate legends restricting the transferability thereof.

e. If applicable, I have not incurred any debt secured by my primary residence for the purpose of inflating my net worth to qualify as an accredited investor or for the purpose of raising funds to invest in the Securities. Between the date I complete this Questionnaire and the date the Securities are sold, I do not intend to, and will not, incur any debt to be secured by my primary residence for the purpose of either inflating my net worth to qualify as an accredited investor or raising funds to invest in the Securities.

f. I understand that the Issuer will rely upon the completeness and accuracy of the Investor's responses to the questions in this Questionnaire in establishing that the contemplated transactions are exempt from the Securities Act and hereby affirm that all such responses are accurate and complete. I will notify the Issuer immediately of any changes in any of such information occurring prior to the acceptance of my subscription.

4. Investor's Signature. Please sign and date this Questionnaire below.

Investor's Signature: _____ Date: _____

Print Investor's Name: _____

Please return one signed and dated copy of this Questionnaire to YourCo Innovations, Inc. with the Investor's executed Subscription Agreement by mail or email to:

YOURCO INNOVATIONS, INC.

145 Bear Crossing, Suite 132, Mt. Juliet, Tennessee 37122
Attn: William Kizzie, President and CEO
william@yourcoinnovations.com

Please retain another copy for the Investor's files.

PART II—PURCHASERS WHO ARE NOT INDIVIDUALS

1. General and Business Information

Name of Entity: _____

Address of Principal Office: _____

Type of Entity or Organization: _____

Date and Jurisdiction of Entity's or Organization's Formation: _____

Major Segments of Operation: _____

_____

Is the entity a reporting entity under the Securities Exchange Act of 1934, as amended? ☐ Yes ☐ No

2. Accredited Investor Status. To be qualified to invest in the Securities, the Investor must be an Accredited Investor. Please check the appropriate Accredited Investor description which applies to the Investor below.

The undersigned entity is an Accredited Investor (as defined in Rule 501 of Regulation D promulgated under the Securities Act) because it is (check all appropriate descriptions that apply):

☐ A bank, as defined in Section 3(a)(2) of the Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in an individual or a fiduciary capacity.

☐ A broker or dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended.

☐ An investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state.

☐ An investment adviser relying on the exemption from registering with the SEC under Section 203(l) or (m) of the Investment Advisers Act of 1940.

☐ An insurance company, as defined in Section 2(a)(13) of the Securities Act.

☐ An investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that act.

☐ A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

☐ A Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act.

☐ A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if the plan has total assets in excess of $5 million.

☐ An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment decision is being made by a plan fiduciary, as defined in Section 3(21) of such act, and the plan fiduciary is either a bank, a savings and loan association, an insurance company, or a registered investment adviser, or if the employee benefit plan has total assets in excess of $5 million, or if the employee benefit plan is a self-directed plan in which investment decisions are made solely by persons that are accredited investors.

☐ A private business development company, as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

☐ A corporation, Massachusetts or similar business trust, partnership, or limited liability company or an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that was not formed for the specific purpose of acquiring the Securities, and that has total assets in excess of $5 million.

☐ A trust with total assets in excess of $5 million not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the Securities Act.

☐ An entity in which all of the equity owners (whether entities themselves or natural persons) are accredited investors and meet the criteria listed in either this Section 5 or Part I, Section 6 of this Questionnaire. Please also see "Additional Questions for Certain Accredited Investors" below.

☐ An entity of a type not listed in clauses (a) through (n) above, that is not formed for the specific purpose of acquiring the Securities and owns investments in excess of $5 million. For purposes of this clause, "investments" means investments as defined in Rule 2a51-1(b) under the Investment Company Act of 1940.

☐ A family office, as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, that (i) has assets under management in excess of $5 million; (ii) is not formed for the specific purpose of acquiring the Securities and (iii) has a person directing the prospective investment who has such knowledge and experience in financial and business matters so that the family office is capable of evaluating the merits and risks of the prospective investment.

☐ A family client, as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, of a family office meeting the requirements of clause (p) above and whose prospective investment in the Issuer is directed by that family office pursuant to clause (p)(iii) above.

3. Additional Questions for Certain Accredited Investor Entities. If the undersigned entity has selected the box in Section 3 above for "*an entity in which all of the equity owners (whether entities themselves or natural persons) are accredited investors and meet the criteria listed in either this Section 5 or Part I, Section 6 of this Questionnaire*," please complete items (1), (2), and (3) below.

(1) What type of entity is the undersigned entity? _____

(2) List all equity owners of the undersigned entity (whether entities themselves or natural persons):

_____

_____

_____

(3) Have each equity owner that is a natural person respond individually to Part I, Section 2 of this Questionnaire. Have each equity owner that is an entity respond separately to Part II, Section 2 of this Questionnaire. Please attach these additional pages to the back of this Questionnaire.

4. Representations. The undersigned entity represents that:

a. The entity has, and if applicable, its officers, employees, directors or equity owners have, sufficient knowledge and experience in similar investments to evaluate the merits and risks of an investment in YourCo Innovations, Inc., or the entity has retained an attorney, accountant, financial advisor or consultant as its purchaser representative. If applicable, the name, employer, address, and telephone number of the purchaser representative follows:

b. The entity and, if applicable, its purchaser representative have received the confidential private placement memorandum relating to this offering (the "***Private Placement Memorandum***"); and the entity and, if applicable, its purchaser representative, understand the Private Placement Memorandum and the risks involved in this offering. The entity and, if applicable, its purchaser representative have

been given the opportunity to ask questions and obtain material and relevant information from the Issuer enabling it to make an informed investment decision. All data that the entity and, if applicable, its purchaser representative have requested has been furnished to it.

c. Any Securities the entity may acquire will be for its own account for investment and not with any view to the distribution thereof, and it will not sell, assign, transfer or otherwise dispose of any of the Securities, or any interest therein, in violation of the Securities Act or any applicable state securities law.

d. The entity understands that (i) any Securities it may acquire will not be registered under the Securities Act or any applicable state securities law and may not be sold or otherwise disposed of unless it is registered or sold or otherwise disposed of in a transaction that is exempt from such registration, and (ii) the certificates representing the Securities will bear appropriate legends restricting the transferability thereof.

e. The entity understands that the Issuer will rely upon the completeness and accuracy of the Investor's responses to the questions in this Questionnaire in establishing that the contemplated transactions are exempt from the Securities Act, and hereby affirms that all such responses are accurate and complete. The entity will notify the Issuer immediately of any changes in any of such information occurring prior to the acceptance of its subscription.

5. Investor's Signature. Please sign and date this Questionnaire below.

Print Investor's Name: _____ Date: _____

Signature by Investor: _____

Print Signing Party's Name and Title: _____

Please return one signed and dated copy of this Questionnaire to YourCo Innovations, Inc. with the Investor's executed Subscription Agreement by mail to:

YOURCO INNOVATIONS, INC.
145 Bear Crossing, Suite 132, Mt. Juliet, Tennessee 37122
Attn: William Kizzie, President and CEO
william@yourcoinnovations.com

Please retain another copy for the Investor's files.

EXHIBIT B

Charter and Shareholders Agreement

[Attached.]

001262721

ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

SS-4270

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: $50.00 per member
(minimum fee = $300.00, maximum fee = $3,000.00)

For Office Use Only
-FILED-
Control # 001262721

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.

1. The name of the Limited Liability Company is: YourCo Insurance LLC

(Note: Pursuant to the provisions of T.C.A. §48-249-106, each Limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. Name Consent: (Written Consent for Use of Indistinguishable Name)
☐ This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: None

4. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:
NORTHWEST REGISTERED AGENT INC.
STE B
5810 SHELBY OAKS DR
MEMPHIS, TN 38134-7315
SHELBY COUNTY

5. Fiscal Year Close Month: December

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
Jan 1, 2022 12:00AM (Not to exceed 90 days)

7. The Limited Liability Company will be:
☑ Member Managed ☐ Manager Managed ☐ Director Managed

8. Number of Members at the date of filing: 2

9. Period of Duration: Perpetual

10. The complete address of the Limited Liability Company's principal executive office is:
9574 LEBANON RD
MOUNT JULIET, TN 37122-5509
WILSON COUNTY

ARTICLES OF ORGANIZATION
LIMITED LIABILITY COMPANY

SS-4270

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: $50.00 per member
(minimum fee = $300.00, maximum fee = $3,000.00)

For Office Use Only
-FILED-
Control # 001262721

The name of the Limited Liability Company is: YourCo Insurance LLC

11. The complete mailing address of the entity (if different from the principal office) is:
651 S MOUNT JULIET RD # 1177
MOUNT JULIET, TN 37122-6319

12. Non-Profit LLC (required only if the Additional Designation of "Non-Profit LLC" is entered in section 3.)
☐ I certify that this entity is a Non-Profit LLC whose sole member is a nonprofit corporation, foreign or domestic, incorporated under or subject to the provisions of the Tennessee Nonprofit Corporation Act and who is exempt from franchise and excise tax as not-for-profit as defined in T.C.A. §67-4-2004. The business is disregarded as an entity for federal income tax purposes.

13. Professional LLC (required only if the Additional Designation of "Professional LLC" is entered in section 3.)
☐ I certify that this PLLC has one or more qualified persons as members and no disqualified persons as members or holders.
Licensed Profession:

14. Series LLC (optional)
☐ I certify that this entity meets the requirements of T.C.A. §48-249-309(a) & (b)

15. Obligated Member Entity (list of obligated members and signatures must be attached)
☐ This entity will be registered as an Obligated Member Entity (OME) Effective Date: (none)
☐ I understand that by statute: THE EXECUTION AND FILING OF THIS DOCUMENT WILL CAUSE THE MEMBER(S) TO BE PERSONALLY LIABLE FOR THE DEBTS, OBLIGATIONS AND LIABILITIES OF THE LIMITED LIABILITY COMPANY TO THE SAME EXTENT AS A GENERAL PARTNER OF A GENERAL PARTNERSHIP. CONSULT YOUR ATTORNEY.

16. This entity is prohibited from doing business in Tennessee:
☐ This entity, while being formed under Tennessee law, is prohibited from engaging in business in Tennessee.

17. Other Provisions:

Electronic	Nashville
Signature	Title/Signer's Capacity
Tracey A Kinslow	Dec 10, 2021 12:24PM
Printed Name	Date

State of Tennessee

Department of State
Corporate Filings
312 Rosa L. Parks Ave.
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CERTIFICATE OF CONVERSION
(LLC into another Business Entity)

For Office Use Only

Pursuant to the provisions of §48-249-704 of the Tennessee Revised Limited Liability Company Act, the undersigned Limited Liability Company submits this certificate of conversion:

1. The current name of the of the domestic limited liability company (hereinafter referred to as the domestic LLC) is: YourCo Insurance LLC .

   If different, the name of the domestic LLC under which its articles of organization were originally filed is: _____ .

2. The date of filing of the original articles of organization of the domestic LLC was: 12/10/2021 (month/day/year).

3. The name of the other business entity into which the domestic LLC is to be converted is YourCo Insurance, Inc., its jurisdiction of formation is Tennessee, and its business type is a C-Corporation .

4. All required approvals of the conversion have been obtained by the domestic limited liability company.

5. If the conversion is not to be effective upon the filing of the certificate of conversion, then the future effective date or time of the conversion is:
   Date: _____ , _____ Time _____

6. The following box must be checked and the mailing address provided if the domestic LLC is converting to a foreign entity:

☐ The foreign entity agrees that it may be served with process in this State in any proceeding for the enforcement of any obligation of the domestic LLC arising prior to the date of the conversion, irrevocably appointing the Secretary of State as its agent to accept service of process in any such proceeding. The address (including zip code) to which a copy of such process shall be mailed to it by the Secretary of State is:

_____ .

5/12/22	[signature]
Signature date	Signature
Owner / President	William Kizzie
Signer's capacity	Name (typed or printed)

SS-4269 (Rev. 06/07) Filing Fee $20 RDA 2458

CHARTER FOR-PROFIT CORPORATION (ss-4417)

Business Services Division
Tre Hargett, Secretary of State
State of Tennessee
312 Rosa L. Parks AVE, 6th Fl.
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: $100.00

For Office Use Only

The undersigned, acting as incorporator(s) of a for-profit corporation under the provisions of the Tennessee Business corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: YourCo Insurance , Inc.

(NOTE: Pursuant to the provisions of T.C.A. § 48-14-101(a)(1), each corporation name must contain the words "corporation", "incorporated", or "company" or the abbreviation "corp.", "inc.", or "co.")

2. Name Consent: (Written Consent for Use of Indistinguishable Name)

☐ This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: _____

4. The name and complete address of the initial registered agent and office located in the state of Tennessee is:

Name: Northwest Registered Agent Inc.

Address: 5810 Shelby Oaks Dr., Suite B

City: Memphis State: TN Zip Code: 38134-7315 County: Shelby

5. Fiscal Year Close Month: December **Period of Duration:** ☒ Perpetual ☐ Other ___/___/___ (Month / Day / Year)

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:

(Not to exceed 90 days) Effective Date: ___/___/___ (Month / Day / Year) Time: _____

7. The corporation is for profit.

8. The number of shares of stock the corporation is authorized to issue is: 1,000,000

9. The complete address of its principal executive office is:

Address: 9574 Lebanon Road

City: Mount Juliet State: TN Zip Code: 37122-5509 County: Wilson

Business Email: wkizzie@yourcoinsurance.com

Note: Pursuant to T.C.A. § 10-7-503 all information on this form is public record.

Submitter Information: Name: Tracey Kinslow Phone #: (615) 300-1623

CHARTER FOR-PROFIT CORPORATION (ss-4417)

For Office Use Only

Business Services Division
Tre Hargett, Secretary of State
State of Tennessee
312 Rosa L. Parks AVE, 6th Fl.
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: $100.00

The name of the corporation is: YourCo Insurance, Inc.

10. The complete mailing address of the entity (if different from the principal office) is:

Address: 651 S Mount Juliet Road, #1177

City: Mount Juliet State: TN Zip Code: 37122-6319

11. List the name and complete address of each incorporator:

Name	Business Address	City, State, Zip
William Kizzie	9574 Lebanon Road	Mount Juliet, TN 37122-5509
Tracey Kinslow	810 Dominican Drive	Nashville, TN 37228

12. Professional Corporation: (required if the additional designation of "Professional Corporation" is entered in section 3.)

☐ I certify that this is a Professional Corporation.

Licensed Profession: _____

13. Other Provisions:

Note: Pursuant to T.C.A. § 10-7-503 all information on this form is public record.

5/12/22
Signature Date

Incorporators's Signature

William Kizzie
Incorporator's Name (printed or typed)

ARTICLES OF AMENDMENT TO THE CHARTER FOR-PROFIT CORPORATION (ss-4421)

Business Services Division
Tre Hargett, Secretary of State
State of Tennessee
312 Rosa L. Parks Ave., 6th Fl.
Nashville, TN 37243
(615) 741-2286

Filing Fee: $20.00

For Office Use Only

Pursuant to the provisions of T.C.A. § 48-24-106 the undersigned corporation adopts the following articles of amendment to its charter:

1. Please insert the name of the corporation as it appears on record: YourCo Insurance, Inc.

   If Changing the name, insert the new name: YourCo Innovations, Inc.

   Secretary of State control number (If known): 001262721

2. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:

   (Not to exceed 90 days) Effective Date: 5 (Month) 6 (Day) 24 (Year) Time: _____

3. Please insert any changes that apply:

   A. Principal Street Address: 651 S Mt Juliet Rd

   City: Mount Juliet State: TN Zip Code: 37122 County: Wilson

   B. Registered Agent: _____

   C. Registered Address: _____

4. Other Provisions:

5. The amendment was duly adopted on: 1 (Month) 1 (Day) 24 (Year)

   - [X] The incorporators without shareholder action, as such was not required.
   - [ ] The board of directors without shareholder action, as such was not required.
   - [ ] The shareholders.

Note: Pursuant to T.C.A. § 10-7-503 all information on this form is public record.

5/6/2024
Signature Date

Signature

Incorporator
Signer's Capacity (if other than individual capacity)

William Kizzie
Name (printed or typed)

ARTICLES OF AMENDMENT
TO THE
CHARTER
OF
YOURCO INNOVATIONS, INC.

The undersigned, YourCo Innovations, Inc., a Tennessee corporation (the "**Corporation**"), adopts the following articles of amendment to its Charter pursuant to applicable provisions of the Tennessee Business Corporation Act (the "**Act**"):

2. Name. The name of the Corporation is:

YOURCO INNOVATIONS, INC.

3. Article 8 of the Corporation's Charter is hereby amended and fully restated as follows:

8. Capital Stock.

(a) Classes. The aggregate number and designation of the classes of shares of capital stock that the Corporation shall have authority to issue are as follows:

Class	*Number of Shares Authorized*	*Par Value*
Common Stock	1,500,000	$0.0001
Preferred Stock	500,000	$0.0001

(b) Common Stock. The Board of Directors is authorized to issue Common Stock from time to time. The holders of Common Stock are entitled to receive dividends, when, as and if declared by the Board of Directors of the Corporation out of funds legally available therefor. The holders of outstanding Common Stock shall be entitled to one (1) vote for each share of Common Stock standing in his or her name on the books of the Corporation on all matters submitted to a vote of the Corporation's shareholders. In the event of the voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, the holders of outstanding Common Stock shall be entitled to be paid out of the net assets of the Corporation, after payment to the holders of the outstanding Preferred Stock of the amount to which such holders are entitled, the balance of such assets according and subject to the respective rights of holders of Preferred Stock as may be established by the Corporation's board of directors from time to time. Holders of shares of Common Stock are not entitled to redemption or conversion rights.

(c) Preferred Stock. The Board of Directors is authorized to issue Preferred Stock from time to time in one or more series and to provide for the designation, preferences, limitations and relative rights of the shares of each series by the adoption

Articles of Amendment to the Charter of the Corporation setting forth:

(i) the maximum number of shares in the series and the designation of the series, which designation shall distinguish the shares thereof from the shares of any other series or class;

(ii) whether shares of the series shall have special, conditional or limited voting rights, or no right to vote, except to the extent prohibited by law;

(iii) whether shares of the series are redeemable or convertible (A) at the option of the Corporation, a shareholder or another person or upon the occurrence of a designated event, (B) for cash, indebtedness, securities or other property and (C) in a designated amount or in an amount determined in accordance with a designated formula or by reference to extrinsic data or events;

(iv) any right of holders of shares of the series to distributions, calculated in any manner, including the rate or rates of dividends, and whether dividends shall be cumulative, non-cumulative or partially cumulative;

(v) the amount payable upon the shares of the series in the event of voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation;

(vi) any preference of the shares of the series over the shares of any other series or class with respect to distributions, including dividends, and with respect to distributions upon the liquidation, dissolution or winding up of the affairs of the Corporations; and

(vii) any other preferences, limitations or specified rights now or hereafter permitted by the laws of the State of Tennessee and not inconsistent with the provisions of the paragraph.

All shares of each series shall have preferences, limitations, and relative rights identical with those of other shares of the same series and, except to the extent otherwise provided in the description of the series, of those of other series of the same class. Before the issuance of any shares of a series with respect to the Preferred Stock, Articles of Amendment establishing such series shall be filed with and made effective by the Secretary of State of Tennessee, as required by law.

(d) Series A Preferred Stock. The Corporation shall have the authority to issue up to 100,000 shares of Series A Preferred Stock with the following preferences and rights:

(i) Dividends. From and after the date of the issuance of any shares of Series A Preferred Stock, dividends at the rate per annum equal to ten percent (10%) shall accrue on such shares of Series A Preferred Stock (the "**Accruing Dividends**") subject to proration for partial years on the basis of a 365 day year and

the actual number of days elapsed in such year. Accruing Dividends that have accrued on outstanding shares of Series A Preferred Stock but have not been paid shall cumulate and shall be paid in cash as soon as possible after it becomes lawful to do so. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in this Charter) the holders of the Series A Preferred Stock then outstanding shall first receive, or simultaneously receive, the Accruing Dividends to which they are entitled.

(ii) Liquidation Rights. In the event of a liquidation, dissolution and winding up of Corporation whether voluntary or involuntary, the registered holders of shares of Series A Preferred Stock then outstanding shall be entitled to receive out of the assets of the Corporation, before any distributions to the holders of Common Stock or any other junior security of the Corporation, an amount equal to the "Liquidation Preference" with respect to such shares of Series A Preferred Stock. The "**Liquidation Preference**" for the Series A Preferred Stock shall be equal to $102.95 per share, plus an amount equal to all Accruing Dividends thereon (whether or not declared) accrued and unpaid through the date of final distribution. After receipt of the Liquidation Preference, the remaining assets of the Corporation shall be distributed among the holders of the shares of Common Stock, pro rata based on the number of shares held by each such holder. For the avoidance of doubt, a holder of Series A Preferred Stock shall not have the right to receive the Liquidation Preference and then convert to Common Stock to receive a subsequent distribution to the holders of shares of Common Stock. If, upon any such liquidation, dissolution and winding up of the Corporation, the assets of the corporation are insufficient to make full payment to the holders of shares of the Series A Preferred Stock and to the holders of any Preferred Stock ranking as to liquidation, dissolution and winding up, on a parity with the Series A Preferred Stock, then such assets will be distributed pro rata among the holders of shares of Series A Preferred Stock and any other series of Preferred Stock of equal rank in proportion to the amounts of their respective Liquidation Preferences.

(iii) Conversion. One share of Series A Preferred Stock may, at the option of the holder thereof, at any time be converted into one (1) share of Common Stock of the Corporation (on a fully-diluted basis) by delivering, duly endorsed in blank, the certificates representing the Series A Preferred Stock to be converted to the Secretary of the Corporation at its office, and at the same time notifying the Secretary in writing over the holder's signature and that he desires to convert such stock into Common Stock pursuant to these provisions. The Secretary shall deliver to such holder a certificate in due form for the Common Stock. The conversion ratio will be adjusted upon the occurrence of any (i) dividend in respect to Common Stock that is paid in shares of Common Stock or securities convertible into shares of Common Stock; (ii) any expansion or contraction of the number of outstanding common shares of Common Stock by means of any stock split, reverse stock split, or similar transaction; (iii) any dividend in respect to Series A Preferred Stock that

is paid in shares of Series A Preferred Stock or securities convertible into shares of Preferred Stock; or (iv) any expansion or contraction of the number of shares outstanding of Preferred Stock by means of any stock split, reverse stock split or similar transaction.

***

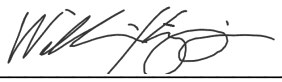
3. The amendments contained in these Articles of Amendment were duly adopted by the Corporation's incorporator without shareholder action as shareholder action was not required under the Act.

[Remainder of this page is intentionally blank.
Signature page follows.]

[Signature Page to the Articles of Amendment to the Charter of YourCo Innovations, Inc.]

These Articles of Amendment shall be effective immediately when filed in the Office of the Tennessee Secretary of State.

DATED: May 22, 2025.



William Kizzie, Incorporator

ARTICLES OF AMENDMENT
TO THE
CHARTER
OF
YOURCO INNOVATIONS, INC.

The undersigned, YourCo Innovations, Inc., a Tennessee corporation (the "**Corporation**"), adopts the following articles of amendment to its Charter pursuant to applicable provisions of the Tennessee Business Corporation Act (the "**Act**"):

1. Name. The name of the Corporation is:

YOURCO INNOVATIONS, INC.

2. Article 8(d) of the Corporation's Charter is hereby amended and fully restated as follows:

(d) Series A Preferred Stock. The Corporation shall have the authority to issue up to 150,000 shares of Series A Preferred Stock with the following preferences and rights:

(i) Dividends. From and after the date of the issuance of any shares of Series A Preferred Stock, dividends at the rate per annum equal to ten percent (10%) shall accrue on such shares of Series A Preferred Stock (the "**Accruing Dividends**") subject to proration for partial years on the basis of a 365 day year and the actual number of days elapsed in such year. Accruing Dividends that have accrued on outstanding shares of Series A Preferred Stock but have not been paid shall cumulate and shall be paid in cash as soon as possible after it becomes lawful to do so. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in this Charter) the holders of the Series A Preferred Stock then outstanding shall first receive, or simultaneously receive, the Accruing Dividends to which they are entitled.

(ii) Liquidation Rights. In the event of a liquidation, dissolution and winding up of Corporation whether voluntary or involuntary, the registered holders of shares of Series A Preferred Stock then outstanding shall be entitled to receive out of the assets of the Corporation, before any distributions to the holders of Common Stock or any other junior security of the Corporation, an amount equal to the "Liquidation Preference" with respect to such shares of Series A Preferred Stock. The "**Liquidation Preference**" for the Series A Preferred Stock shall be equal to $44.80 per share, plus an amount equal to all Accruing Dividends thereon (whether or not declared) accrued and unpaid through the date of final distribution. After receipt of the Liquidation Preference, the remaining assets of the Corporation

shall be distributed among the holders of the shares of Common Stock, pro rata based on the number of shares held by each such holder. For the avoidance of doubt, a holder of Series A Preferred Stock shall not have the right to receive the Liquidation Preference and then convert to Common Stock to receive a subsequent distribution to the holders of shares of Common Stock. If, upon any such liquidation, dissolution and winding up of the Corporation, the assets of the corporation are insufficient to make full payment to the holders of shares of the Series A Preferred Stock and to the holders of any Preferred Stock ranking as to liquidation, dissolution and winding up, on a parity with the Series A Preferred Stock, then such assets will be distributed pro rata among the holders of shares of Series A Preferred Stock and any other series of Preferred Stock of equal rank in proportion to the amounts of their respective Liquidation Preferences.

(iii) Conversion. One share of Series A Preferred Stock may, at the option of the holder thereof, at any time be converted into one (1) share of Common Stock of the Corporation (on a fully-diluted basis) by delivering, duly endorsed in blank, the certificates representing the Series A Preferred Stock to be converted to the Secretary of the Corporation at its office, and at the same time notifying the Secretary in writing over the holder's signature and that he desires to convert such stock into Common Stock pursuant to these provisions. The Secretary shall deliver to such holder a certificate in due form for the Common Stock. The conversion ratio will be adjusted upon the occurrence of any (i) dividend in respect to Common Stock that is paid in shares of Common Stock or securities convertible into shares of Common Stock; (ii) any expansion or contraction of the number of outstanding common shares of Common Stock by means of any stock split, reverse stock split, or similar transaction; (iii) any dividend in respect to Series A Preferred Stock that is paid in shares of Series A Preferred Stock or securities convertible into shares of Preferred Stock; or (iv) any expansion or contraction of the number of shares outstanding of Preferred Stock by means of any stock split, reverse stock split or similar transaction.

(iv) Voting Rights. Except as provided by any applicable shareholders agreement, the holders of Series A Preferred Stock shall not have any voting rights.

***

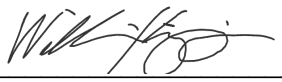
3. The amendments contained in these Articles of Amendment were duly adopted by the Corporation's incorporator without shareholder action as shareholder action was not required under the Act.

[Remainder of this page is intentionally blank.
Signature page follows.]

[Signature Page to the Articles of Amendment to the Charter of YourCo Innovations, Inc.]

These Articles of Amendment shall be effective immediately when filed in the Office of the Tennessee Secretary of State.

DATED: May 23, 2025.



William Kizzie, Incorporator

SHAREHOLDERS AGREEMENT

This Shareholders Agreement (this "**Agreement**"), dated as of May 23, 2025 (the "**Effective Date**"), is entered into among YourCo Innovations, Inc., a Tennessee corporation (the "**Company**"), each Person identified on **Schedule A** hereto (each, an "**Initial Shareholder**" and collectively, the "**Initial Shareholders**"), and each other Person who after the date hereof acquires Shares of the Company and becomes a party to this Agreement by executing a Joinder Agreement (such Persons, collectively with the Initial Shareholders, the "**Shareholders**").

RECITALS

A. The Company has authorized one million five hundred thousand (1,500,000) shares of common stock and five hundred thousand (500,000) shares of preferred stock (collectively defined below as the "**Shares**").

B. As of the date hereof, each Shareholder owns the number of the issued and outstanding Shares set forth opposite the Shareholder's name on **Schedule A** hereto.

C. The Initial Shareholders and the other parties hereto deem it in their best interests and in the best interests of the Company to set forth in this Agreement their respective rights and obligations in connection with their investment in the Company.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.
DEFINITIONS

Capitalized terms used herein and not otherwise defined shall have the meanings specified or referenced in this Article I.

"**Acceptance Notice**" has the meaning set forth in Section 4.01(c).

"**Affiliate**" means with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, "control," when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms "controlling" and "controlled" shall have correlative meanings.

"**Agreement**" has the meaning set forth in the preamble.

"**Applicable Law**" means all applicable provisions of: (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

"**Articles of Incorporation**" means the articles of incorporation of the Company, as filed on December 10, 2021, with the Secretary of State of the State of Tennessee, and as amended, modified, supplemented, or restated from time to time in accordance with the terms of this Agreement.

"**Board**" has the meaning set forth in Section 2.01(a).

"**Business Day**" means a day other than a Saturday, Sunday, or other day on which commercial banks in Nashville, Tennessee are authorized or required to close.

"**Bylaws**" means the bylaws of the Company, as amended, modified, supplemented, or restated from time to time in accordance with the terms of this Agreement.

"**Company**" has the meaning set forth in the preamble.

"**Company Notice**" means written notice from the Company notifying the selling Shareholders and each other Shareholder that the Company intends to exercise its Right of First Refusal as to some or all of the Shares with respect to any Proposed Transfer.

"**Confidential Information**" has the meaning set forth in Section 5.01(a).

"**Director**" has the meaning set forth in Section 2.01(a).

"**Effective Date**" has the meaning set forth in the preamble.

"**Exercise Period**" has the meaning set forth in Section 4.01(c).

"**Family Member**" means with respect to any Shareholder that is a natural person, such Shareholder's Spouse, parent, sibling, descendant (including adoptive relationships and stepchildren), and the Spouses of each such natural persons.

"**Family Trust**" means a trust under which the distribution of Shares may be made only to such Shareholder and/or any Family Member of such Shareholder.

"**Fiscal Year**" means, for financial accounting purposes, January 1 to December 31.

"**GAAP**" means United States generally accepted accounting principles in effect from time to time.

"**Government Approval**" means any authorization, consent, approval, waiver, exception, variance, order, exemption, publication, filing, declaration, concession, grant, franchise, agreement, permission, permit, or license of, from, or with any Governmental Authority, the giving of notice to, or registration with, any Governmental Authority, or any other action in respect of any Governmental Authority.

"**Governmental Authority**" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

"**Governing Documents**" means the Articles of Incorporation and the Bylaws.

"**Initial Public Offering**" means any offering of Shares pursuant to a registration statement filed in accordance with the Securities Act.

"**Initial Shareholders**" has the meaning set forth in the preamble.

"**Issuance Notice**" has the meaning set forth in Section 4.01(b).

"**Joinder Agreement**" means the joinder agreement in form and substance of **Exhibit A** attached hereto.

"**Lien**" means any lien, claim, charge, mortgage, pledge, security interest, option, preferential arrangement, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

"**Marital Relationship**" means a civil union, domestic partnership, marriage, or any other similar relationship that is legally recognized in any jurisdiction.

"**New Securities**" has the meaning set forth in Section 4.01(a).

"**Permitted Transferee**" means with respect to any Shareholder who is an individual: (a) a corporation, partnership, or limited liability company, the Shareholders, partners, or members of which are only such Shareholder and/or Family Members of such Shareholder; or (b) a Family Trust.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

"**Preemptive Pro Rata Portion**" has the meaning set forth in Section 4.01(c).

"**Preferred Shares**" means shares of that class of preferred equity as defined in the Company's Articles of Incorporation.

"**Proposed Transfer**" means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of or any other like transfer or encumbering of any Shares (or any interest therein) proposed by any of the Shareholders.

"**Proposed Transfer Notice**" means written notice from a Shareholder setting forth the terms and conditions of a Proposed Transfer.

"**Prospective Purchaser**" has the meaning set forth in Section 4.01(b).

"**Prospective Transferee**" means any Person who, immediately prior to the contemplated transaction: (a) does not, directly or indirectly, own or have the right to acquire any outstanding Shares; or (b) is not a Permitted Transferee of any Person who, directly or indirectly, owns or has the right to acquire any Shares.

"**Related Party Agreement**" means any agreement, arrangement, or understanding between the Company and any Shareholder or any Affiliate of a Shareholder or any Director, officer, or employee of the Company, as such agreement may be amended, modified, supplemented, or restated in accordance with the terms of this Agreement.

"**Representative**" means, with respect to any Person, any and all directors, managers, members, partners, officers, employees, consultants, financial advisors, counsel, accountants, and other agents of such Person.

"**Right of First Refusal**" means the right, but not an obligation, of the Company, or its permitted transferees or assigns, to purchase some or all of the Shares with respect to a Proposed Transfer, on the terms and conditions specified in the Proposed Transfer Notice.

"**Secondary Notice**" means written notice from the Company notifying the Shareholders and the selling Shareholder that the Company does not intend to exercise its Right of First Refusal as to all shares of any Shares with respect to a Proposed Transfer, on the terms and conditions specified in the Proposed Transfer Notice.

"**Secondary Refusal Right**" means the right, but not an obligation, of each Shareholder to purchase up to its pro rata portion (based upon the total number of Shares then held by all Shareholders) of any Shares not purchased pursuant to the Right of First Refusal, on the terms and conditions specified in the Proposed Transfer Notice.

"**Securities Act**" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

"**Series A Preferred Stock**" means shares of that class of preferred equity as defined in the Company's Articles of Incorporation.

"**Shares**" means shares of common stock and/or preferred stock both as defined in the Articles of Incorporation of the Company and any securities issued in respect thereof, or in substitution therefor, in connection with any share split, dividend, or combination, or any reclassification, recapitalization, merger, consolidation, exchange, or similar reorganization.

"**Shareholders**" has the meaning set forth in the preamble.

"**Shareholder Notice**" means written notice from any Shareholder notifying the Company and the selling Shareholder(s) that such Shareholder intends to exercise its Secondary Refusal Right as to a portion of the Shares with respect to any Proposed Transfer.

"**Spouse**" means a spouse, a party to a civil union, a domestic partner, a same-sex spouse or partner, or any individual in a Marital Relationship with a Shareholder.

"**Spousal Consent**" has the meaning set forth in Section 8.18.

"**Subsidiary**" means with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

"**Transfer**" means to, directly or indirectly, sell, transfer, assign, gift, pledge, encumber, hypothecate, or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, gift, pledge, encumbrance, hypothecation, or similar disposition of, any Shares owned by a Person or any interest (including a beneficial interest) in any Shares owned by a Person. "Transfer" when used as a noun shall have a correlative meaning.

"**Undersubscription Notice**" means written notice from a Shareholder notifying the Company and the selling Shareholder that such Shareholder intends to exercise its option to purchase all or any portion of the Shares not purchased pursuant to the Right of First Refusal or the Secondary Refusal Right.

ARTICLE II.
MANAGEMENT AND OPERATION OF THE COMPANY

Section 2.01. Board of Directors.

(a) The Shareholders agree that the business and affairs of the Company shall be managed through a board of directors (the "**Board**"). The number and term of the directors (each, a "**Director**") shall be as set forth in the Bylaws or the applicable resolution of the Board.

(b) The following individuals or entities shall have the right to appoint Directors to the Board, as specified:

(i) *Series A Preferred Shareholder Appointments*.

1. Any single holder, if any, of at least 55,805.3 shares of Series A Preferred Stock and at most 111,610.58 shares of Series A Preferred Stock, has the right to appoint one (1) Director.

2. Any single holder, if any, of at least 111,610.59 shares of Series A Preferred Stock, shall appoint two (2) Directors.

(ii) *Founder Appointments.* William Kizzie shall appoint the remaining Directors making up the Board.

(c) Each Shareholder shall vote all Shares over which such Shareholder has voting control and shall take all other necessary or desirable actions within such Shareholder's control (including in its capacity as Shareholder, director, member of a board committee, or officer of the Company, or otherwise, and whether at a regular or special meeting of the Shareholders or by written consent in lieu of a meeting) to elect to the Board any individual designated by a Shareholder pursuant to Section 2.01(b).

(d) Each Shareholder (the "**Designating Shareholder**") shall have the right at any time to remove (with or without cause) any Director designated by the Designating Shareholder for election to the Board and each other Shareholder shall vote all Shares over which such Shareholder has voting control and shall take all other necessary or desirable actions within such Shareholder's control (including in its capacity as Shareholder, director, member of a board committee, or officer of the Company, or otherwise, and whether at a regular or special meeting of the Shareholders or by written consent in lieu of a meeting) to remove from the Board any individual designated by the Designating Shareholder that the Designating Shareholder desires to remove pursuant to this Section 2.01(d). Except as provided in the preceding sentence, unless a Designating Shareholder otherwise consents in writing, no other Shareholder shall take any action to cause the removal of any Directors designated by the Designating Shareholder.

(e) In the event a vacancy is created on the Board at any time and for any reason (whether as a result of death, disability, retirement, resignation, or removal pursuant to Section 2.01(d)), the Designating Shareholder that designated such Director shall have the right to designate a different individual to replace such Director and each other Shareholder shall vote all Shares over which such Shareholder has voting control and shall take all other necessary or desirable actions within such Shareholder's control (including in its capacity as Shareholder, director, member of a board committee, or officer of the Company, or otherwise, and whether at a

regular or special meeting of the Shareholders or by written consent in lieu of a meeting) to elect to the Board such individual designated by the Designating Shareholder.

(f) Any committee of Directors established by the Board pursuant to the Bylaws shall be composed of the same proportion of Directors as the Shareholders shall then be entitled to appoint to the Board pursuant to Section 2.01(b).

Section 2.02. Subsidiaries. With respect to any Subsidiary of the Company that is established in accordance with the terms of this Agreement, the Shareholders shall have the same management, voting, and board of director representation rights with respect to such Subsidiary as the Shareholders have with respect to the Company. The Shareholders shall, and shall cause their Director designees to, take all such actions as may be necessary or desirable to give effect to this provision.

ARTICLE III.
TRANSFER OF INTERESTS

Section 3.01. General Restrictions on Transfer.

(a) Except as permitted pursuant to Section 3.01(b) or in accordance with the procedures described in Section 3.02 and Section 3.03, each Shareholder agrees that such Shareholder will not, directly or indirectly, voluntarily or involuntarily, Transfer any of its Shares.

(b) The provisions of Section 3.01(a) and Section 3.02 shall not apply to Transfers by any Shareholder of any of its Shares to a Permitted Transferee.

(c) Prior notice shall be given to the Company by a Shareholder of any Transfer of Shares, including Transfers to a Permitted Transferee. Prior to consummation of any Transfer by any Shareholder of any of its Shares, including a Transfer to a Permitted Transferee or a Prospective Transferee, such Shareholder shall cause: (i) any transferee who is not already a party to this Agreement to execute and deliver to the Company a Joinder Agreement in which such transferee agrees to be bound by the terms and conditions of this Agreement; and (ii) if the transferee is an individual, any Spouse of such transferee to execute and deliver to the Company a Spousal Consent. Upon any Transfer of Shares by any Shareholder, in accordance with this Section 3.01(c) and the other terms of this Agreement, the transferee thereof shall be substituted for, and shall assume all the rights and obligations under this Agreement of, the transferor thereof.

(d) Notwithstanding any other provision of this Agreement, each Shareholder agrees that it will not, directly or indirectly, Transfer any of its Shares: (i) except as permitted under the Securities Act and other applicable federal or state securities laws, and then, if requested by the Company, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act; (ii) if it would cause the Company or any of its Subsidiaries to be required to register as an investment company under the Investment Company Act of 1940, as amended; or (iii) if it would cause the assets of the Company or any of its Subsidiaries to be deemed plan assets as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company. In any event, the Board may refuse the Transfer to any Person if such Transfer would have a material adverse effect on the Company as a result of any regulatory or other restrictions imposed by any Governmental Authority.

(e) Any Transfer or attempted Transfer of any Shares in violation of this Agreement shall be null and void, no such Transfer shall be recorded on the Company's books, and the purported transferee in any such Transfer shall not be treated (and the purported transferor shall continue be treated) as the owner of such Shares for all purposes of this Agreement and the Governing Documents of the Company.

(f) This Agreement shall cover all of the Shares now owned or hereafter acquired by the Shareholders while this Agreement remains in effect.

Section 3.02. Right of First Refusal.

(a) Grant. Each Shareholder hereby unconditionally and irrevocably grants to the Company a Right of First Refusal to purchase all or any portion of Shares that such Shareholder may propose to transfer in a Proposed Transfer, at the same price and on the same terms and conditions as those offered to the Prospective Transferee.

(b) Notice. Each Shareholder proposing to make a Proposed Transfer must deliver a Proposed Transfer Notice to the Company and each other Shareholder not later than forty-five (45) days prior to the consummation of such Proposed Transfer. Such Proposed Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed Transfer, the identity of the Prospective Transferee and the intended date of the Proposed Transfer. To exercise its Right of First Refusal under this Section 3.02, the Company must deliver a Company Notice to the selling Shareholder and the other Shareholders within fifteen (15) days after delivery of the Proposed Transfer Notice specifying the number of shares of Shares to be purchased by the Company.

(c) Grant of Secondary Refusal Right to the Shareholders. Each Shareholder hereby unconditionally and irrevocably grants to the other Shareholders a Secondary Refusal Right to purchase all or any portion of the Shares not purchased by the Company pursuant to the Right of First Refusal, as provided in this Section 3.02(c). If the Company does not provide the Company Notice exercising its Right of First Refusal with respect to all Shares subject to a Proposed Transfer, the Company must deliver a Secondary Notice to the selling Shareholder and to each other Shareholder to that effect no later than fifteen (15) days after the selling Shareholder delivers the Proposed Transfer Notice to the Company. To exercise its Secondary Refusal Right, a Shareholder must deliver a Shareholder Notice to the selling Shareholder and the Company within ten (10) days after the Company's deadline for its delivery of the Secondary Notice as provided in the preceding sentence.

(d) Undersubscription of Shares. If options to purchase have been exercised by the Company and the Shareholders pursuant to Section 3.02(b) and (c) with respect to some but not all of the Shares by the end of the ten (10) day period specified in the last sentence of Section 3.02(c) (the "**Shareholder Notice Period**"), then the Company shall, within five (5) days after the expiration of the Shareholder Notice Period, send written notice (the "**Company Undersubscription Notice**") to those Shareholders who fully exercised their Secondary Refusal Right within the Shareholder Notice Period (the "**Exercising Shareholders**"). Each Exercising Shareholder shall, subject to the provisions of this Section 3.02(d), have an additional option to purchase all or any part of the balance of any such remaining unsubscribed shares of Shares on the terms and conditions set forth in the Proposed Transfer Notice. To exercise such option, an Exercising Shareholder must deliver an Undersubscription Notice to the selling Shareholder and the Company within ten (10) days after the expiration of the Shareholder Notice Period. In the event there are two (2) or more such Exercising Shareholders that choose to exercise the last-

mentioned option for a total number of remaining shares in excess of the number available, the remaining shares available for purchase under this Section 3.02(d) shall be allocated to such Exercising Shareholders pro rata based on the number of shares of Shares such Exercising Shareholders have elected to purchase pursuant to the Secondary Refusal Right (without giving effect to any shares of Shares that any such Exercising Shareholder has elected to purchase pursuant to the Company Undersubscription Notice). If the options to purchase the remaining shares are exercised in full by the Exercising Shareholders, the Company shall immediately notify all of the Exercising Shareholders and the selling Shareholder of that fact.

(e) Consideration; Closing. If the consideration proposed to be paid for the Shares is in property, services or other non-cash consideration, the fair market value of the consideration shall be as determined in good faith by the Board of Directors and as set forth in the Company Notice. If the Company or any Shareholder cannot for any reason pay for the Shares in the same form of non-cash consideration, the Company or such Shareholder may pay the cash value equivalent thereof, as determined in good faith by the Board of Directors and as set forth in the Company Notice. The closing of the purchase of Shares by the Company and the Shareholders shall take place, and all payments from the Company and the Shareholders shall have been delivered to the selling Shareholder, by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Transfer; and (ii) forty-five (45) days after delivery of the Proposed Transfer Notice.

Section 3.03. Drag-Along Right.

(a) Definitions. A "**Sale of the Company**" shall mean either: (a) a transaction or series of related transactions in which a Person, or a group of related Persons, acquires from Shareholders of the Company shares representing more than fifty-one percent (51%) of the outstanding voting power of the Company (a "**Stock Sale**"); (b) a sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company; or (c) a merger or consolidation (other than one in which Shareholders of the Company own a majority by voting power of the outstanding shares of the surviving or acquiring corporation).

(b) Actions to be Taken. Subject to compliance with Section 3.02 (Right of First Refusal), in the event that (i) the holders of at least fifty-one percent (51%) of the Shares then issued (the "**Drag-Along Sellers**") (collectively, the "**Electing Holders**") approve a Sale of the Company in writing, specifying that this Section 3.03 shall apply to such transaction, then, subject to satisfaction of each of the conditions set forth in Section 3.03(c) below, each Shareholder and the Company hereby agree:

(i) if such transaction requires Shareholder approval, with respect to all Shares that such Shareholder owns or over which such Shareholder otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Shares in favor of, and adopt, such Sale of the Company and to vote in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Sale of the Company;

(ii) if such transaction is a Stock Sale, to sell the same proportion of Shares beneficially held by such Shareholder as is being sold by the Drag-Along Sellers to the Person to whom the Drag-Along Sellers propose to sell their Shares, and, except as permitted in Section 3.03(c) below, on the same terms and conditions as the other Shareholders of the Company;

(iii) to execute and deliver all related documentation and take such other action in support of the Sale of the Company as shall reasonably be requested by the Company or the Drag-Along Sellers in order to carry out the terms and provision of this Section 3.03, including, without limitation, executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, any associated indemnity agreement, or escrow agreement, any associated voting, support, or joinder agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances), and any similar or related documents;

(iv) not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Shares of the Company owned by such party or Affiliate in a voting trust or subject any Shares to any arrangement or agreement with respect to the voting of such Shares, unless specifically requested to do so by the acquirer in connection with the Sale of the Company;

(v) to refrain from (i) exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Sale of the Company, or (ii); asserting any claim or commencing any suit (x) challenging the Sale of the Company, or (y) alleging a breach of any fiduciary duty of the Drag-Along Sellers or any affiliate or associate thereof (including, without limitation, aiding and abetting breach of fiduciary duty) in connection with the evaluation, negotiation or entry into the Sale of the Company, or the consummation of the transactions contemplated thereby; and

(vi) if the consideration to be paid in exchange for the Shares pursuant to this Section 3.03(b) includes any securities and due receipt thereof by any Shareholder would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Shareholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**"), the Company may cause to be paid to any such Shareholder in lieu thereof, against surrender of the Shares which would have otherwise been sold by such Shareholder, an amount in cash equal to the fair value (as determined in good faith by the Board) of the securities which such Shareholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares.

(c) Conditions. Notwithstanding anything to the contrary set forth herein, a Shareholder will not be required to comply with Section 3.03 above in connection with any proposed Sale of the Company (the "**Proposed Sale**"), unless:any representations and warranties to be made by such Shareholder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Shares, including, but not limited to, representations and warranties that (i) the Shareholder holds all right, title and interest in and to the Shares such Shareholder purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Shareholder in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Shareholder have been duly executed by the Shareholder and delivered to the acquirer and are enforceable (subject to customary limitations) against the Shareholder in accordance with their respective terms; and (iv) neither the execution and delivery of documents to be entered into by the Shareholder in connection with the transaction, nor the performance of the Shareholder's obligations

thereunder, will cause a breach or violation of the terms of any agreement to which the Shareholder is a party, or any law or judgment, order or decree of any court or governmental agency that applies to the Shareholder; and

(ii) the Shareholder is not liable for the breach of any representation, warranty or covenant made by any other Person in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any Shareholder of any of identical representations, warranties and covenants provided by all Shareholders).

ARTICLE IV.
PREEMPTIVE RIGHTS; ISSUANCE OF ADDITIONAL PREFERRED SHARES; CONSENT FOR EQUITY COMPENSATION PLAN

Section 4.01. Preemptive Rights.

(a) The Company hereby grants to each Shareholder the right to purchase its pro rata portion of any new Shares (the "**New Securities**") that the Company may from time to time propose to issue or sell to any party.

(b) The Company shall give written notice (an "**Issuance Notice**") of any proposed issuance or sale described in Section 4.01(a) to the Shareholders within five (5) Business Days following any meeting of the Board at which any such issuance or sale is approved. The Issuance Notice shall, if applicable, be accompanied by a written offer from any prospective purchaser (a "**Prospective Purchaser**") seeking to purchase New Securities and set forth the material terms and conditions of the proposed issuance, including:

(i) the number and description of New Securities proposed to be issued and the percentage of the outstanding Shares, on a fully diluted basis, that such issuance would represent;

(ii) the proposed issuance date, which shall be at least twenty (20) days from the date of the Issuance Notice; and

(iii) the proposed purchase price per share.

(c) Each Shareholder shall for a period of fifteen (15) days following the receipt of an Issuance Notice (the "**Exercise Period**") have the right to elect irrevocably to purchase, at the purchase price set forth in the Issuance Notice, the amount of New Securities equal to the product of: (i) the total number of New Securities to be issued by the Company on the issuance date; and (ii) a fraction determined by dividing (A) the number of Shares owned by such Shareholder immediately prior to such issuance by (B) the total number of Shares outstanding on such date immediately prior to such issuance (the "**Preemptive Pro Rata Portion**") by delivering a written notice to the Company (an "**Acceptance Notice**"). Such Shareholder's election to purchase New Securities shall be binding and irrevocable. The failure of a Shareholder to deliver an Acceptance Notice by the end of the Exercise Period shall constitute a waiver of its rights under this Section 4.01(e) with respect to the purchase of such New Securities, but shall not affect its rights with respect to any future issuances or sales of New Securities.

(d) No later than five (5) Business Days following the expiration of the Exercise Period, the Company shall notify each Shareholder in writing of the number of New Securities that each Shareholder has agreed to purchase (including, for the avoidance of doubt, where such number is zero) (the "**Allotment Notice**").

(e) The Company shall be free to complete the proposed issuance or sale of New Securities described in the Issuance Notice with respect to any New Securities not elected to be purchased pursuant to Section 4.01(c) and Section 4.01(d) above in accordance with the terms and conditions set forth in the Issuance Notice (except that the amount of New Securities to be issued or sold by the Company may be reduced), *provided*, such issuance or sale is closed within thirty (30) days after the Allotment Notice.

(f) The closing of any purchase by any Shareholder shall be consummated concurrently with the consummation of the issuance or sale described in the Issuance Notice. Upon the issuance or sale of any New Securities in accordance with this Section 4.01(f), the Company shall deliver share certificates (if any) evidencing the New Securities, which New Securities shall be issued free and clear of any Liens (other than those arising hereunder and those attributable to the actions of the purchasers thereof), and the Company shall so represent and warrant to the purchasers thereof, and further represent and warrant to such purchasers that such New Securities shall be, upon issuance thereof to the exercising Shareholders and after payment therefor, duly authorized, validly issued, fully paid, and non-assessable. Each exercising Shareholder shall deliver to the Company the purchase price for the New Securities purchased by it by certified or bank check or wire transfer of immediately available funds. Each party to the purchase and sale of New Securities shall take all such other actions as may be reasonably necessary to consummate the purchase and sale, including entering into such additional agreements as may be necessary or appropriate.

ARTICLE V.
CONFIDENTIALTIY AGREEMENT; CORPORATE OPPORTUNITIES

Section 5.01. Confidentiality.

(a) Each Shareholder acknowledges that during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information, and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements, and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists, or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic, or any other form or medium) (collectively, "**Confidential Information**"). In addition, each Shareholder acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense, and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed or made available to the public. Without limiting the applicability of any other agreement to which any Shareholder is subject, each Shareholder shall, and shall cause its Representatives to, keep confidential and not, directly or indirectly, disclose or use (other than solely for the purposes of such Shareholder monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial, or proprietary advantage or profit, either during its association with the Company or thereafter, any Confidential Information of which such Shareholder is or becomes

aware. Each Shareholder in possession of Confidential Information shall, and shall cause its Representatives to, take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss, and theft.

(b) Nothing contained in Section 5.01(a) shall prevent any Shareholder from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Shareholder; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories, or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to other Shareholders; (vi) to such Shareholder's Representatives who, in the reasonable judgment of such Shareholder, need to know such Confidential Information and agree to be bound by the provisions of this Section 5.01 as if a Shareholder; or (vii) to any potential Permitted Transferee in connection with a proposed Transfer of Shares from such Shareholder, as long as such potential Permitted Transferee agrees in writing to be bound by the provisions of this Section 5.01 as if a Shareholder before receiving such Confidential Information; *provided*, that in the case of clause (i), (ii), or (iii), such Shareholder shall notify the Company and other Shareholders of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Shareholders) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of Section 5.01(a) shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Shareholder or any of its Representatives in violation of this Agreement; (ii) is or has been independently developed or conceived by such Shareholder without use of Confidential Information; or (iii) becomes available to such Shareholder or any of its Representatives on a non-confidential basis from a source other than the Company, the other Shareholders, or any of their respective Representatives, *provided*, that such source is not known by the receiving Shareholder to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Shareholder under this Section 5.01 shall survive: (i) the termination, dissolution, liquidation, and winding up of the Company; and (ii) such Shareholder's Transfer of its Shares.

Section 5.02. Corporate Opportunities. No Shareholder or any of its permitted transferees or any of their respective Representatives shall have any duty to communicate or present an investment or business opportunity or prospective economic advantage to the Company or to any other Shareholder in which the Company or other Shareholder may, but for the provisions of this Section, have an interest or expectancy (a "**Corporate Opportunity**"); and no Shareholder or any of its permitted transferees or any of their respective Representatives (even if such Person is also an officer or Director of the Company) shall be deemed to have breached any fiduciary or other duty or obligation to the Company or any other Shareholder by reason of the fact that any such Person pursues or acquires a Corporate Opportunity for itself or its Permitted Transferees or directs, sells, assigns, or transfers such Corporate Opportunity to another Person or does not communicate information regarding such Corporate Opportunity to the Company or any other Shareholder; *provided*, that the Company does not renounce any interest or expectancy it may have in any Corporate Opportunity that is offered to an officer or Director of the Company, if such opportunity is expressly offered to such Person in his or her capacity as an officer or Director of the Company. The Shareholders hereby recognize that the Company reserves such rights.

ARTICLE VI.
REPRESENTATIONS AND WARRANTIES

Section 6.01. Representations and Warranties. Each Shareholder, severally and not jointly, represents and warrants to the Company and each other Shareholder that:

(a) For each such Shareholder that is not an individual, such Shareholder is duly organized, validly existing, and in good standing under the laws of its state of formation, organization, or incorporation (as applicable).

(b) Such Shareholder has full capacity and, for each such Shareholder that is not an individual, corporate or limited liability company power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. For each such Shareholder that is not an individual, the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate or limited liability company action of such Shareholder. Such Shareholder has duly executed and delivered this Agreement.

(c) This Agreement constitutes the legal, valid, and binding obligation of such Shareholder, enforceable against such Shareholder in accordance with its terms. The execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby require no action by, or in respect of, or filing with, any Governmental Authority.

(d) The execution, delivery, and performance by such Shareholder of this Agreement and the consummation of the transactions contemplated hereby do not: (i) conflict with or result in any violation or breach of any provision of any of the governing documents of such Shareholder; (ii) conflict with or result in any violation or breach of any provision of any Applicable Law; or (iii) require any consent or other action by any Person under any provision of any material agreement or other instrument to which the Shareholder is a party.

(e) Except for this Agreement, such Shareholder has not entered into or agreed to be bound by any other agreements or arrangements of any kind with any other party with respect to the Shares, including agreements or arrangements with respect to the acquisition or disposition of the Shares or any interest therein or the voting of the Shares (whether or not such agreements and arrangements are with the Company or any other Shareholder).

(f) Subject to the other provisions of this Agreement, the representations and warranties contained herein shall survive the date of this Agreement and shall remain in full force and effect for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation, or extension thereof).

ARTICLE VII.
TERM AND TERMINATION

Section 7.01. Termination. This Agreement shall terminate upon the earliest of:

(a) the consummation of an Initial Public Offering;

(b) the consummation of a merger or other business combination involving the Company whereby the Shares become listed or admitted to trading on the Nasdaq Stock Market, the New York Stock Exchange, or another national securities exchange;

(c) the date on which none of the Shareholders holds any Shares;

(d) the termination, dissolution, liquidation, or winding up of the Company; or

(e) the agreement of the Shareholders holding all of the issued and outstanding Shares, acting together and by written instrument.

Section 7.02. Effect of Termination.

(a) The termination of this Agreement shall terminate all further rights and obligations of the Shareholders under this Agreement except that such termination shall not effect:

(i) the existence of the Company;

(ii) the obligation of any party to this Agreement to pay any amounts arising on or prior to the date of termination, or as a result of or in connection with such termination;

(iii) the rights which any Shareholder may have by operation of law as a Shareholder of the Company; or

(iv) the rights contained herein which by their terms are intended to survive termination of this Agreement.

(b) The following provisions shall survive the termination of this Agreement: Section 5.01 (as and to the extent provided in Section 5.01(d)), this Section 8.02, Section 8.04, Section 8.12, Section 8.14, Section 8.15, and Section 8.16.

ARTICLE VIII.
MISCELLANEOUS

Section 8.01. Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors, and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 8.02. Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Shareholder hereby agrees, at the request of the Company or any other Shareholder, to execute and deliver such additional documents, certificates, instruments, conveyances, and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 8.03. Release of Liability. Except as otherwise provided herein, in the event any Shareholder Transfers all the Shares held by such Shareholder in compliance with the provisions of this Agreement without retaining any interest therein, then such Shareholder shall cease to be a party to this

Agreement and shall be relieved and have no further liability arising hereunder for events occurring from and after the date of such Transfer.

Section 8.04. Notices.

(a) All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

(b) Such communications in Section 9.04(a) must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.04):

(i) if to the Company, at its principal office address;

(ii) if to a Shareholder, at the address on file with the Company;

(iii) if to a Permitted Transferee of Shares or any other Shareholder other than the Initial Shareholders (A) at the address set forth on the respective Joinder Agreement executed by such party; or (B) if an address is neither set forth on such Joinder Agreement nor provided to the Company in a notice given in accordance with this Section 9.04, at such party's last known address; and

(iv) if to the Spouse of a Shareholder: (A) if applicable, in care of the Spouse's attorney of record at the attorney's address; or (B) if the Spouse is unrepresented, at the Spouse's last known address.

Section 8.05. Agreement Prepared by Company Counsel. Each Shareholder has read this Agreement and acknowledges that:

(a) counsel for the Company prepared this Agreement on behalf of the Company and not on behalf of any Shareholder;

(b) such Shareholder has been advised that a conflict may exist between such Shareholder's interests, the interests of the other Shareholders, and/or the interests of the Company;

(c) this Agreement may have significant legal, financial planning, and/or tax consequences to the Shareholder;

(d) such Shareholder has sought, or has had the full opportunity to seek, the advice of independent legal, financial planning, and/or tax counsel of its choosing regarding such consequences; and

(e) counsel for the Company has made no representations to the Shareholder regarding such consequences.

Section 8.06. Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Exhibits, and Schedules mean the Articles and Sections of, and Exhibits and Schedules attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.07. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 8.08. Entire Agreement. This Agreement and the Governing Documents constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency or conflict between this Agreement and any Governing Document, the Shareholders and the Company shall, to the extent permitted by Applicable Law, amend such Governing Document to comply with the terms of this Agreement.

Section 8.09. Successors and Assigns; Assignment. Subject to the rights and restrictions on Transfers set forth in this Agreement, this Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This Agreement may not be assigned by any Shareholder except as permitted in this Agreement (or as otherwise consented to in writing by all the other Shareholders prior to the assignment) and any such assignment in violation of this Agreement shall be null and void.

Section 8.10. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.11. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by the Company and the Shareholders holding all of the issued and outstanding Shares.

Section 8.12. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 8.13. Governing Law. This Agreement, including all Exhibits and Schedules hereto, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

Section 8.14. Submission to Jurisdiction.

(a) The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the state courts in Tennessee.

(b) Each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding which is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by certified or registered mail to the address set forth in Section 8.04 shall be effective service of process for any suit, action, or other proceeding brought in any such court.

Section 8.15. Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 8.16. Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

Section 8.17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 8.18. Spousal Consent. Each Shareholder who has a Spouse on the date of this Agreement shall cause such Shareholder's Spouse to execute and deliver to the Company a spousal consent in the form of **Exhibit B** hereto (a "**Spousal Consent**"), pursuant to which the Spouse

acknowledges that he or she has read and understood the Agreement and agrees to be bound by its terms and conditions. If any Shareholder should marry or engage in a Marital Relationship following the date of this Agreement, such Shareholder shall cause his or her Spouse to execute and deliver to the Company a Spousal Consent within five (5) days thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

The Company:

YOURCO INNOVATIONS, INC., a Tennessee corporation

By: _____
William Kizzie, President/CEO

The Shareholders:

_____
William Kizzie

_____
Charles Mitchell

_____
Dario Hodge

SCHEDULE A

INITIAL SHAREHOLDERS

Name	**Common Stock**	**Preferred Stock**	**Total**
William Kizzie	850,000		850,000
Charles Mitchell	100,000		100,000
Dario Hodge	50,000		50,000
Total:	1,000,000	0	1,000,000

EXHIBIT A

FORM OF JOINDER AGREEMENT

Reference is hereby made to the Shareholders Agreement, dated as of May 23, 2025 (as amended from time to time, the "**Shareholders Agreement**"), by and among William Kizzie, Charles Mitchell, Dario Hodge, and YourCo Innovations, Inc., a Tennessee corporation (the "**Company**"). Pursuant to and in accordance with Section 3.01(c) of the Shareholders Agreement, the undersigned hereby agrees that upon the execution of this Joinder Agreement, it shall become a party to the Shareholders Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Shareholders Agreement as though an original party thereto and shall be deemed to be a Shareholder of the Company for all purposes thereof.

Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Shareholders Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _____, 20__.

[TRANSFEREE STOCKHOLDER]

By: _____
Name: _____
Title: _____

EXHIBIT B

FORM OF SPOUSAL CONSENT

I, the undersigned, hereby certify that:

1. I am the spouse of _____.

2. I am a resident of the State of _____.

3. I have read the Shareholders Agreement (the "**Agreement**"), by and among YourCo Innovations, Inc. (the "**Company**"), and my spouse.

4. I have had the opportunity to consult independent legal counsel regarding the contents of the Agreement and I understand the terms and conditions of the Agreement.

5. I hereby consent to the terms of the Agreement and to its application to and binding effect upon any community property or other interest I may have in the Shares owned by my spouse (it being understood that this Spousal Consent shall in no way be construed to create any such interest).

6. I agree that I will take no action at any time to hinder the operation of the transactions contemplated in and by the Agreement.

IN WITNESS WHEREOF, this Spousal Consent has been executed as of the date set forth below.

SPOUSE:

_____
(sign)

_____
(print)

_____
(date)

EXHIBIT C

Strategic Partnerships

[Attached.]

YOURCO INNOVATIONS INC: PARTNERSHIPS & AFFILIATES