

P2P Cash Inc.

COMMON STOCK PURCHASE AGREEMENT

This Common Stock Purchase Agreement (this “**Agreement**”) is made as of {{Dte_es_:signer:date}}, by and among P2P Cash Inc., a Georgia corporation (the “**Company**”), and the persons and entities (each, an “**Investor**” and collectively, the “**Investors**”) listed on the Schedule of Investors attached hereto as Exhibit A (the “**Schedule of Investors**”).

SECTION 1

Authorization, Sale and Issuance of Common Stock

Authorization. The Company has authorized (a) the sale and issuance of up to 1,000,000 shares (the “**Shares**”) of the Company’s Common Stock, par value \$.0001 per share (the “**Common Stock**”), having the rights, privileges, preferences and restrictions set forth in the Certificate of Incorporation of the Company.

Sale and Issuance of Shares. Subject to the terms and conditions of this Agreement, each Investor agrees, severally and not jointly, to purchase, and the Company agrees to sell and issue to each Investor, the number of Shares set forth in the column designated “Number of Common Shares” opposite such Investor’s name on the Schedule of Investors, at a cash purchase price of \$1.00 per share (the “**Purchase Price**”). The Company’s agreement with each Investor is a separate agreement, and the sale and issuance of the Shares to each Investor is a separate sale and issuance.

SECTION 2

Closing Dates and Delivery

Closing

(a) The purchase, sale and issuance of the Shares shall take place at one or more closings (each of which is referred to in this Agreement as a “**Closing**”). The initial Closing (the “**Initial Closing**”) shall take place at the Company’s offices at 885 Woodstock Rd. Ste. 430-140, Roswell, GA 30075 at 12:00 PM local time on June 15th, or such other date as the Company determines in its sole discretion.

(b) If less than all of the Shares are sold and issued at the Initial Closing, then, subject to the terms and conditions of this Agreement, the Company may sell and issue at one or more subsequent closings (each, a “**Subsequent Closing**”), within 120 days after the Initial Closing, up to the balance of the unissued Shares to such persons or entities as may be approved by the Company in its sole discretion. Any such sale and issuance in a Subsequent Closing shall be on the same terms and conditions as those contained herein, and such persons or entities shall, upon execution and delivery of the relevant signature pages, become parties to, and be bound by, this Agreement, without the need for an amendment except to add such person’s or entity’s name to the

appropriate exhibit to this Agreement, and shall have the rights and obligations hereunder, in each case as of the date of the applicable Subsequent Closing. Each Subsequent Closing shall take place at such date, time and place as shall be approved by the Company in its sole discretion.

(c) Immediately after each Closing, the Schedule of Investors will be amended to list the Investors purchasing Shares hereunder and the number of Shares issued to each Investor hereunder at each such Closing. The Company will furnish to each Investor copies of the amendments to the Schedule of Investors referred to in the preceding sentence.

Delivery. At each Closing, the Company will issue the Shares to the Investors by entering such Shares in each Investor's name as of such date in the books and records of the Company, against payment of the purchase price therefor as set forth in the column designated "Purchase Price" opposite such Investor's name on the Schedule of Investors, by disbursement to the Company of the funds that Investor placed in the allotted escrow account. As promptly thereafter as practicable, the Company will deliver to the each Investor a notice of issuance reflecting the uncertificated Shares, or a stock certificate registered in the name of each such Investor reflecting the Shares.

SECTION 3

Representations and Warranties of the Company

A Schedule of Exceptions, if necessary, shall be delivered to the Investors in connection with each Closing. Except as set forth on the Schedule of Exceptions delivered to the Investors at the applicable Closing, the Company hereby represents and warrants to the Investors as follows:

Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia. The Company has the requisite corporate power and authority to own and operate its properties and assets, to carry on its business as presently conducted, to execute and deliver the Agreement, to issue and sell the Shares and to perform its obligations pursuant to the Agreement and the Restated Certificate. The Company is presently qualified to do business as a foreign corporation in each jurisdiction where the failure to be so qualified could reasonably be expected to have a material adverse effect on the Company's financial condition or business as now conducted (a "**Material Adverse Effect**").

Capitalization

(a) Immediately prior to the Initial Closing, the authorized capital stock of the Company will consist of 100,000,000 shares of Common Stock, of which 14,502,409 shares are issued and outstanding. The Common Stock shall have the rights, preferences, privileges and restrictions set forth in the Restated Certificate of Incorporation.

(b) The outstanding shares have been duly authorized and validly issued in compliance with applicable laws, and are fully paid and nonassessable.

(c) The Company has reserved:

- (i) the Shares for issuance pursuant to this Agreement;
- (ii) Shares of Common Stock authorized for issuance to employees, consultants and directors.

(d) The Shares, when issued and delivered and paid for in compliance with the provisions of this Agreement, will be validly issued, fully paid and nonassessable. The Shares will be free of any liens or encumbrances, other than any liens or encumbrances created by or imposed upon the Investors; *provided, however*, that the Shares are subject to restrictions on transfer under U.S. state and/or federal securities laws and as set forth herein. Except as set forth in the Restate Certificate, the Shares are not subject to any preemptive rights or rights of first refusal.

Authorization. All corporate action on the part of the Company and its directors, officers and stockholders necessary for the authorization, execution and delivery of the Agreement by the Company, the authorization, sale, issuance and delivery of the Shares, and the performance of all of the Company's obligations under the Agreement has been taken or will be taken prior to the Initial Closing. The Agreement, when executed and delivered by the Company, shall constitute a valid and binding obligation of the Company, enforceable in accordance with their terms, except (i) as limited by laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) as limited by rules of law governing specific performance, injunctive relief or other equitable remedies and by general principles of equity.

Financial Statements. The Company intellectual property and technology has been developed and significant global contracts signed. 2014 Year End Financial statements are available.

Material Contracts. All of the Company's agreements and contracts in effect as of the date of this Agreement with a value in excess of [\$25,000] and all other contracts deemed material by the Company are as set forth in the Schedule of Exceptions (the "**Material Contracts**"). The Material Contracts are, to the Company's knowledge, valid, binding and in full force and effect in all material respects, subject to the laws of general application relating to bankruptcy, insolvency and the relief of debtors and the rules of law governing specific performance, injunctive relief and other equitable remedies.

Intellectual Property. The Company owns significant intellectual property ("**Intellectual Property**") in the form of pending patent claims and proprietary software. The Company possesses or can obtain on commercially reasonable terms sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses (software or otherwise), information, processes and similar proprietary rights necessary to the business of the Company as presently conducted, the lack of which could reasonably be expected to have a Material Adverse Effect. Except for agreements with its own employees or consultants, standard end-user license agreements,

support/maintenance agreements and agreements entered in the ordinary course of the Company's business, there are no outstanding options, licenses or agreements relating to the Intellectual Property, and the Company is not bound by or a party to any options, licenses or agreements with respect to the Intellectual Property of any other person or entity. The Company has not received any written communication alleging that the Company has violated any of the Intellectual Property of any other person or entity.

Proprietary Information and Invention Assignment. Each technical and senior managerial employee of the Company has executed a confidential information and invention assignment agreement. To the knowledge of the Company, no such employee is in violation of such confidential information and invention assignment agreement.

Title to Properties and Assets; Liens. The Company has good and marketable title to its properties and assets, and has good title to all its leasehold interests, in each case subject to no material mortgage, pledge, lien, lease, encumbrance or charge, other than (i) liens for current taxes not yet due and payable, (ii) liens imposed by law and incurred in the ordinary course of business for obligations not past due, (iii) liens in respect of pledges or deposits under workers' compensation laws or similar legislation, and (iv) liens, encumbrances and defects in title which do not in any case materially detract from the value of the property subject thereto or have a Material Adverse Effect, and which have not arisen otherwise than in the ordinary course of business.

Compliance with Other Instruments. The Company is not in violation of any material term of its Certificate of Incorporation or Bylaws, each as amended to date, or, to the Company's knowledge, in any material respect of any term or provision of any material indebtedness, contract or agreement to which it is party which would have a Material Adverse Effect. To the Company's knowledge, the Company is not in violation of any federal or state statute, rule or regulation applicable to the Company the violation of which would have a Material Adverse Effect. The execution and delivery of the Agreement by the Company, the performance by the Company of its obligations pursuant to the Agreement, and the issuance of the Shares, will not result in any material violation of, or materially conflict with, or constitute a material default under, the Company's Certificate of Incorporation or Bylaws, each as may be amended to date.

Tax Returns and Payments. The Company has timely filed all tax returns required to be filed by it with appropriate federal, state and local governmental agencies, except where the failure to do so would not have a Material Adverse Effect. These returns and reports are true and correct in all material respects. All taxes shown to be due and payable on such returns, any assessments imposed, and, to the Company's knowledge, all other taxes due and payable by the Company on or before the Initial Closing have been paid or will be paid prior to the time they become delinquent.

SECTION 4

Representations and Warranties of the Investors

Each Investor hereby, severally and not jointly, represents and warrants to the Company as follows:

No Registration. Such Investor understands that the Shares, have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Investor's representations as expressed herein or otherwise made pursuant hereto.

Investment Intent. Such Investor is acquiring the Shares, for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof, and that such Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. Such Investor further represents that it does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participation to such person or entity or to any third person or entity with respect to any of the Shares.

Investment Experience. Such Investor has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company and acknowledges that such Investor can protect its own interests. Such Investor has such knowledge and experience in financial and business matters so that such Investor is capable of evaluating the merits and risks of its investment in the Company.

Speculative Nature of Investment. Such Investor understands and acknowledges that the Company has a limited financial and operating history and that an investment in the Company is highly speculative and involves substantial risks. Such Investor can bear the economic risk of such Investor's investment and is able, without impairing such Investor's financial condition, to hold the Shares for an indefinite period of time and to suffer a complete loss of such Investor's investment.

Access to Data. Such Investor has had an opportunity to ask questions of, and receive answers from, the officers of the Company concerning the Agreement, the exhibits and schedules attached hereto and the transactions contemplated by the Agreement, as well as the Company's business, management and financial affairs, which questions were answered to its satisfaction. Such Investor believes that it has received all the information such Investor considers necessary or appropriate for deciding whether to purchase the Shares. Such Investor understands that such discussions, as well as any information issued by the Company, were intended to describe certain aspects of the Company's business and prospects, but were not necessarily a thorough or exhaustive description. Such Investor acknowledges that any business plans prepared by the Company have been, and continue to be, subject to change and that any projections included in such business plans or otherwise are necessarily speculative in nature, and it can be expected that some or all of the assumptions underlying the projections will not materialize or will vary significantly from actual results. Such Investor also acknowledges that it is not relying on any statements or representations of the Company or its agents for legal advice with respect to this investment or the transactions contemplated by the Agreement.

Accredited Investor. If the Investor is claiming to be an “accredited investor” within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission under the Securities Act, such investor shall submit to the Company such further assurances of such status as may be reasonably requested by the Company.

Residency. The residency of the Investor (or, in the case of a partnership or corporation, such entity’s principal place of business) is the state of Georgia.

Rule 147. The Shares offered have not been registered under the Securities Exchange Act or under any state’s law. Such securities are subject to the limitations on resales contained in the Invest Georgia Exemption and SEC Rule 147, 17 C.F.R. 230.147. Investor acknowledges that the Shares may only be sold pursuant to the Invest Georgia Exemption, which restricts all sales of such securities as provided by the Securities and Exchange Commission’s Rule 147, 17 C.F.R. 230.147. Such Investor is aware of the provisions of the Invest Georgia Exemption and Rule 147 promulgated under the Securities Act which restricts resale of the securities offered under this Agreement. Such Investor acknowledges that, in the event all of the requirements of the Invest Georgia Exemption and Rule 147 are not met, registration under the Securities Act or an exemption from registration will be required for any disposition of the Shares or the underlying Common Stock. Such Investor understands that, although the Invest Georgia Exemption and Rule 147 are not exclusive, the Securities and Exchange Commission has expressed its opinion that persons proposing to sell restricted securities other than in a registered offering will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.

No Public Market. Such Investor understands and acknowledges that no public market now exists for any of the securities issued by the Company and that the Company has made no assurances that a public market will ever exist for the Company’s securities.

Authorization

(a) Such Investor has all requisite power and authority to execute and deliver the Agreement, to purchase the Shares hereunder and to carry out and perform its obligations under the terms of the Agreement. All action on the part of the Investor necessary for the authorization, execution, delivery and performance of the Agreement, and the performance of all of the Investor’s obligations under the Agreement, has been taken or will be taken prior to the Closing.

(b) The Agreement, when executed and delivered by the Investor, will constitute a valid and legally binding obligation of the Investor, enforceable in accordance with its terms except: (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors’ rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies or by general principles of equity.

(c) No consent, approval, authorization, order, filing, registration or qualification of or with any court, governmental authority or third person is required to be obtained by the Investor in connection with the execution and delivery of the Agreement by the Investor or the performance of the Investor's obligations hereunder.

Agents or Finders. Investor has not engaged any brokers, finders, or agents. Company has engaged Finance Georgia, Inc. to act as its technology agent for purposes of raising funds pursuant to the Invest Georgia Exemption. Finance Georgia, Inc. will receive a finders' fee or agents' commission in connection with this offering.

Tax Advisors. Such Investor has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by the Agreement. With respect to such matters, such Investor relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Investor understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment or the transactions contemplated by the Agreement.

Legends. Such Investor understands and agrees that any notice of issuance referencing the Shares, or certificate evidencing the Shares, or any other securities issued in respect of the Shares upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall bear the following legend (in addition to any legend required under applicable state securities laws):

“THE SHARES REFERENCED HEREIN OR REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER SUCH ACT AND/OR APPLICABLE STATE SECURITIES LAWS, OR UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.”

SECTION 5

Conditions to Investors' Obligations to Close

Each Investor's obligation to purchase the Shares at a Closing is subject to the fulfillment on or before the Closing of each of the following conditions, unless waived in writing by the applicable Investor purchasing the Shares in such Closing:

Representations and Warranties. The representations and warranties made by the Company in Section 3 (as modified by the disclosures on the Schedule of Exceptions) shall be true and correct in all material respects as of the date of such Closing.

Covenants. All covenants, agreements and conditions contained in this Agreement to be performed by the Company on or prior to the Closing shall have been performed or complied with in all material respects.

Blue Sky. The Company shall have obtained all necessary Blue Sky law permits and qualifications, or have the availability of exemptions therefrom, required by any state for the offer and sale of the Shares.

SECTION 6

Conditions to Company's Obligation to Close

The Company's obligation to sell and issue the Shares at each Closing is subject to the fulfillment on or before such Closing of the following conditions, unless waived in writing by the Company:

Representations and Warranties. The representations and warranties made by the Investors in such Closing in Section 4 shall be true and correct when made and shall be true and correct in all material respects as of the date of such Closing.

Covenants. All covenants, agreements and conditions contained in the Agreement to be performed by Investors on or prior to the date of such Closing shall have been performed or complied with in all material respects as of the date of such Closing.

Compliance with Securities Laws. The Company shall be satisfied that the offer and sale of the Shares shall be qualified or exempt from registration or qualification under all applicable federal and state securities laws (including receipt by the Company of all necessary blue sky law permits and qualifications required by any state, if any).

SECTION 7

Miscellaneous

Amendment. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Company and the Investors holding a majority of the Common Stock issued pursuant to this Agreement; *provided, however*, that Investors purchasing shares in a Closing after the Initial Closing may become parties to this Agreement in accordance with Section 2.1 without any amendment of this Agreement pursuant to this paragraph or any consent or approval of any other Investor. Any such amendment, waiver, discharge or termination effected in accordance with this paragraph shall be binding upon each holder of any securities purchased under this Agreement at the time outstanding (including securities into which such securities have been converted or exchanged or for which such securities have been exercised) and each future holder of all such securities. Each Investor acknowledges that by the operation of this

paragraph, the holders of a majority of the Common Stock issued pursuant to this Agreement will have the right and power to diminish or eliminate all rights of such Investor under this Agreement.

Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail or otherwise delivered by hand or by messenger addressed:

(a) if to an Investor, at the Investor's address, facsimile number or electronic mail address as shown in the Company's records, as may be updated in accordance with the provisions hereof;

(b) if to any other holder of any Shares, at such address, facsimile number or electronic mail address as shown in the Company's records, or, until any such holder so furnishes an address, facsimile number or electronic mail address to the Company, then to and at the address of the last holder of such Shares for which the Company has contact information in its records; or

(c) if to the Company, one copy should be sent to 885 Woodstock Rd. Ste 430-140, Roswell, GA 30075 or by email to: Meredith@p2pcash.com, Attn: Chief Executive Officer, or at such other address as the Company shall have furnished to the Investors.

With respect to any notice given by the Company under any provision of the Georgia Business Corporation Code or the Company's charter or bylaws, each Investor agrees that such notice may be given by facsimile or by electronic mail.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given when delivered if delivered personally, or, if sent by mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid or, if sent by facsimile, upon confirmation of facsimile transfer or, if sent by electronic mail, upon confirmation of delivery when directed to the electronic mail address set forth on the Schedule of Investors.

Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of Georgia.

Expenses. The Company and the Investors shall each pay their own expenses in connection with the transactions contemplated by this Agreement.

Successors and Assigns. This Agreement, and any and all rights, duties and obligations hereunder, shall not be assigned, transferred, delegated or sublicensed by any Investor without the prior written consent of the Company. Any attempt by an Investor without such permission to assign, transfer, delegate or sublicense any rights, duties or obligations that arise under this Agreement shall be void. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

Entire Agreement. This Agreement, including the exhibits attached hereto, constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof. No party shall be liable or bound to any other party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein or therein.

Delays or Omissions. Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

Severability. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

Telecopy Execution and Delivery. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

SECTION 8

Offer Made Pursuant to the Invest Georgia Exemption

Offering Is not Registered. The securities being offered have not been registered with the Securities Exchange Commission or the Georgia Secretary of State's Securities Division. These

securities are being offered pursuant to the Invest Georgia Exemption (Rule 590-4-2-.08; Georgia Secretary of State). This offering and any documents connected with this offering have not been filed with, or reviewed by, state or federal regulators. No government authority has expressed an opinion on the merits of this offering.

Offer Is Made to Georgia Residents Only. Because this offering is made pursuant to the Invest Georgia Exemption, only residents of Georgia may participate in this offering. No offer or solicitation is being made to anyone who is not a resident of Georgia. Anyone who participates in this offering represents and warrants that they are a resident of Georgia.

Limitations on Investment. No single purchaser may purchase more than \$10,000 of securities unless the purchaser is an Accredited Investor. An Accredited Investor must meet certain income or net-worth requirements. Generally, an Accredited Investor must have income over \$200,000 or a net worth over \$1,000,000, excluding the value of that individual's primary residence. If you feel you qualify as an Accredited Investor, please contact us.

Restrictions on Transferability. Any securities offered are subject to limitations on transferability pursuant to Securities Exchange Commission Rule 147(e) (17 C.F.R. 230.147(e)). Generally, the securities being offered are meant to be held to maturity. No secondary market exists for these securities and we do not plan on creating a secondary market. If you intend to transfer or resell securities you purchase, the provisions of Rule 147(e) require you to hold those securities for a specific period of time. Any transfers you do make may only be made to residents of Georgia. We cannot provide guidance in this case and you should consult an independent investment professional.

Investments Are Risky. All investments carry the risk of loss. While we make every reasonable effort to ensure we have made accurate representations, there is always a chance we will default on our obligations. On the Platform, we have provided and will continue to provide important information on the Notes we offer and the assets that underlie those Notes. We encourage you read that information and ask us any questions you might have. If you cannot bear the risk of loss of your entire investment, you should not invest.

(signature page follows)

IN WITNESS WHEREOF, this Agreement is executed as of the date first written above.

P2P Cash Inc.
a Georgia corporation

(Signature)

Thomas Meredith CEO

(Name and Title of Signatory)

[INVESTOR NAME]

{{SigB_es_:signer:signatureblock}}

(Signature)

{{*N_es_:signer:fullname}} {{*Ttl_es_:signer:title}}

(Name and Title of Signatory, if applicable)

EXHIBIT A
SCHEDULE OF INVESTORS

Initial Closing Investors

Investor	Number of Common Shares	Purchase Price
<hr/>	<hr/>	<hr/>
<i>[name of Investor]</i> {{*N_es_:signer:fullname }} <i>[address]</i> {{*address_es_:signer1 }} <i>[phone number]</i> {{*phone }}		\$

[Add Subsequent Closing(s), as appropriate]