No. _____

UNCOMMON GIVING CORPORATION

_____

PRIVATE PLACEMENT MEMORANDUM

_____

UP TO 500,000 SHARES OF COMMON STOCK

AND

WARRANTS TO PURCHASE UP TO 100,000 SHARES OF COMMON STOCK

IN

UNCOMMON GIVING CORPORATION

July 15, 2020

CONFIDENTIAL

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THE OFFERING EVIDENCED BY THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT EXPIRE UNTIL 5:00 P.M. MST ON DECEMBER 31, 2020, UNLESS THE OFFERING PERIOD IS SHORTENED OR EXTENDED AS PROVIDED HEREIN.

UNCOMMON GIVING CORPORATION

CONFIDENTIAL

PRIVATE PLACEMENT MEMORANDUM

IMPORTANT NOTICES

This Private Placement Memorandum (this "***Memorandum***") relates to the offering by Uncommon Giving Corporation, a Delaware corporation (the "***Company***"), of up to 500,000 securities of the Company (the "***Securities***") consisting of the following: (a) one share of common stock of the Company, par value of $.001 per share (the "***Common Stock***") and (b) one warrant (each, a "***Warrant***" and collectively, the "***Warrants***") to purchase 0.2 shares of Common Stock of the Company. For example, if an Investor (as defined below) purchased 10,000 Securities, such Investor would receive 10,000 shares of Common Stock and a Warrant to purchase 2,000 shares of Common Stock. The Warrants will be exercisable on or before December 31, 2025 at $10.00 per share (subject to appropriate adjustment in the event of recapitalization events, stock dividends, stock splits, stock combinations, reclassifications, reorganizations or similar events). The Securities will be offered to certain accredited investors (the "***Investors***") at $10.00 per Security, for maximum aggregate gross proceeds of up to $5,000,000 (the "***Offering***"). There is a minimum subscription requirement of 2,500 Securities per Investor (although the Company may, in its sole discretion, accept a fractional subscription below that amount), which represents a minimum purchase price of $25,000. There is no minimum number of Securities that must be sold in the Offering. All proceeds from the sale of the Securities may be accepted by the Company as received and immediately deposited in the Company's general account.

In examining the Offering, the Investors must rely on their own independent examination of the Company, the Securities and other terms of the Offering, including the merits and risks involved. The Investors and their financial or legal advisors are invited to request further information relating to the Company or the Offering by contacting our Director of Investor Relations at investorrelations@uncommon.today or (480) 590-5231. The information contained in this Memorandum supersedes all preliminary information that may have been provided to the Investors in connection with the Offering or relating to the Company or that the Investors may have received from the Company or any of its respective affiliates, financial advisors or other agents.

This Memorandum may not be reproduced or used for any other purpose. Any person who accepts delivery of this Memorandum agrees to hold it in confidence. This Memorandum is for the exclusive use of the individual or entity receiving this Memorandum and is not to be shown to any person other than such individual's or entity's financial or legal advisors on a confidential basis. The disclosure of any of its contents, in full or in part, is prohibited.

The availability of exemptions from applicable securities laws for the Offering depends in part on the qualifications and investment intent of the Investors. Each Investor will generally be required to represent to the Company, and provide documentation to verify such representation, that such Investor is an "accredited investor," as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "***Securities Act***") and has such knowledge and experience in financial and business matters that he, she or it is capable of evaluating the merits and risks of an investment in the Securities. Each Investor who receives Securities will also be required to represent that such Investor is able to bear the economic risk of this investment for an indefinite period of time and that such Investor is acquiring Securities for his, her or its own account, for investment purposes only and not with a view to any resale or distribution of the Securities. To the extent permitted by applicable law, the Company may waive or modify any of the foregoing eligibility requirements in its discretion.

The Securities will not be registered under the Securities Act or the securities laws of any other jurisdictions. This Memorandum does not constitute an offer to sell or a solicitation of an offer to buy or receive Securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. This Memorandum is not a prospectus or an advertisement, and the Offering is not being made to the general public.

The Securities are speculative securities, and the Offering involves substantial risks and certain actual and

potential material conflicts of interest (*see "RISK FACTORS"* and *"CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS"*) and should be considered only by those persons who can afford the risk of loss of their entire investment. In making an investment decision, the Investors must rely on their own independent examination of the Company and the terms of the Offering, including the merits and risks involved.

The only disclosures that have been approved by the Company, or for which it accepts any responsibility, are those set forth in this Memorandum, the Amended and Restated Certificate of Incorporation of the Company (the "***Certificate of Incorporation***"), the Amended and Restated Bylaws of the Company (the "***Bylaws***"), the Form of Subscription Agreement (as defined herein) and the Form of Warrant (collectively, the "***Offering Documents***"). No person has been authorized by the Company to give any information or to make any representation (written or oral) that is inconsistent with the risk disclosures and other statements made in the Offering Documents. The Investors are cautioned against relying on information or representations from any other source.

Certain documents relating to the Company will be complex or technical in nature, and the Investors may require the assistance of legal counsel to properly assess the implications of the Offering, direct investments in the Company, indirect investments in UGIV, LLC, a Delaware limited liability company ("***UGIV***"), and the Company's future subsidiaries, and the terms and conditions hereof. Legal counsel to the Company and its subsidiaries (and their respective affiliates) will represent the interests solely of the Company and its subsidiaries (and their respective affiliates), as applicable. No legal counsel has been or will be engaged by the Company or its subsidiaries to represent the interests of the Investors. Each Investor is urged to engage and consult with its own legal counsel and other professional advisors in reviewing documents relating to the Offering, the Company or its subsidiaries. The Investors are not to construe the contents of this Memorandum or of any prior or subsequent communications from the Company, its subsidiaries or any of their respective employees, affiliates or agents as investment, legal or tax advice.

This Memorandum is current only as of the date set forth on the cover page hereto, and no representation or warranty is made as to its continued accuracy after such date. Nothing contained herein is, or should be relied upon as, a promise or representation as to the future performance of the Company or its subsidiaries or an investment therein. Nothing in this Memorandum is intended to imply, and no one is or will be authorized to represent, that an investment in the Securities by the Investors will be low risk or risk free.

Each Investor that acquires Securities will become subject to the terms and provisions of the Certificate of Incorporation and the Bylaws. In the event any terms or provisions of the Certificate of Incorporation or the Bylaws conflict with the information contained in this Memorandum, the terms set forth in the Certificate of Incorporation or Bylaws will govern and supersede those in this Memorandum.

Investors in the Securities offered hereby will not be holders of securities of the Company's subsidiaries, will have no direct interest in the Company's subsidiaries, will have no direct voting rights in the Company's subsidiaries, will not be parties to the governing documents of the Company's subsidiaries, and, accordingly, will not have any direct rights thereunder and may not bring an action for any breach thereof against the Company's subsidiaries. The Offering of Securities in the Company does not constitute and should not be considered an offering of interests in the Company's subsidiaries.

The Securities will be subject to restrictions on transferability and resale and may not be sold, pledged or otherwise transferred except as permitted under the Securities Act and the securities laws of other applicable jurisdictions and except in accordance with the requirements and conditions set forth in the Bylaws, which include the prior written consent of the Board of Directors of the Company (the "***Board***") that may be withheld by the Board in its discretion. The Securities will not be listed on any U.S. securities exchange or quoted or traded on or in any U.S. over-the-counter or other market. The Investors should be aware that they may be required to bear the financial risks of an investment in the Company for an indefinite period of time.

The Securities may be acquired solely by eligible Investors, as described herein, and are subject to cancellation or modification of the Offering without notice, and acceptance of the Subscription Documents (as defined herein) and certain further conditions.

The Offering does not expire until 5:00 p.m. MST on December 31, 2020, unless the Offering period is shortened or extended as provided herein.

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CAUTIONARY NOTE
REGARDING FORWARD-LOOKING STATEMENTS

This Memorandum and the documents that are incorporated by reference into this Memorandum contain forward-looking statements. Forward-looking statements are neither historical facts nor assurances of future performance. They are based only on our current beliefs, expectations and assumptions regarding the future of the Company's business, future plans and strategies, anticipated events and trends, the economy and other future conditions. Forward-looking statements can be identified by words such as "aim," "anticipate," "believe," "envision," "estimate," "expect," "future," "goal," "hope," "intend," "likely," "may," "plan," "potential," "project," "seek," "should," "strategy," "will" and similar references to future periods. Examples of forward-looking statements include statements we make regarding:

- the Company's expectations with respect to future financial or business performance;
- statements of the Company's business plan, strategies or objectives for future operations;
- statements regarding the Company's expected use of proceeds from the Offering;
- statements concerning costs, fees, capitalization and anticipated financial effects of the Offering;
- statements and expectations concerning the timing and completion of the Offering; and
- any statement of assumption underlying any of the foregoing.

Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict, and many of which are outside of our control. Our actual results and financial condition may differ materially from those indicated in the forward-looking statements. Therefore, you should not rely on any of these forward-looking statements. Important factors that could cause our actual results and financial condition to differ materially from those indicated in the forward-looking statements include, among others, the following:

- the possibility that the Offering is not completed;
- the possibility that we make changes to our business plan;
- the possibility that we do not obtain necessary regulatory approvals;
- prevailing economic, market and business conditions affecting the Company;
- changes in technology and user demand;
- changes in debt, equity and securities markets;
- potential litigation;
- cost and availability of capital, including interest rates;
- the geographic, social and economic impact of COVID-19 on our business operations; and
- other factors listed in this Memorandum in the section entitled "RISK FACTORS."

We caution that the foregoing list of factors is not exclusive. All subsequent written and oral forward-looking statements concerning the Company, the Offering or other matters, are expressly qualified in their entirety by the cautionary statements above. We do not undertake any obligation to update any forward-looking statement, whether written or oral, relating to the matters discussed in this Memorandum except to the extent required by federal securities laws.

SUMMARY

This summary highlights selected information contained in this Memorandum. Because this is only a summary, it does not contain all of the information that you should consider in making your investment decision. You should read the entire Memorandum carefully, including the information contained under the heading "Risk Factors." Except as otherwise required by the context, references to the "Company," "Uncommon." "we," "us" and "our" are to Uncommon Giving Corporation, a Delaware corporation. All trademarks and registered trademarks are the property of their respective owners.

The Offering

We are offering to sell and issue up to 500,000 Securities, each of which consist of (a) one share of Common Stock and (b) one Warrant to purchase 0.2 shares of Common Stock. For example, if an Investor purchased 10,000 Securities, such Investor would receive 10,000 shares of Common Stock and a Warrant to purchase 2,000 shares of Common Stock. The Warrants will be exercisable on or before December 31, 2025 at $10.00 per share (subject to appropriate adjustment in the event of recapitalization events, stock dividends, stock splits, stock combinations, reclassifications, reorganizations or similar events). The Securities will be sold solely to accredited investors for maximum aggregate gross proceeds of $5,000,000. Each Security will be sold at a price of $10.00 per Security, with a minimum subscription requirement of 2,500 Securities per Investor (although the Company may, in its sole discretion, accept a fractional subscription below that amount), which represents a minimum purchase price of $25,000. *See "HOW TO SUBSCRIBE."*

No Minimum Offering Amount

There is no minimum number of Securities that must be sold in the Offering. All proceeds from the sale of the Securities may be accepted by the Company as received and immediately deposited in the Company's general account.

Our Industry

According to Giving USA 2020: The Annual Report on Philanthropy for the Year 2019, individuals, corporations, and foundations donated $449.64 billion to various charities, nonprofit organizations, churches and ministries. This level of total giving as a percentage of the country's GDP is 2.1%, which has remained relatively flat for the last twenty years. In addition, in 2019, individuals gave $309.66 billion, or 68.9% of the $449.64 billion; this was the second year since 1954 that individuals comprised less than 70% of the total dollars raised for charity.

Despite this stagnant giving rate, our country has simultaneously experienced significant growth in the number of charitable organizations formed in the United States. According to the National Center for Charitable Statistics, in 2016, there were 1.54 million non-profit tax-exempt organizations ("***NPOs***") in the United States and, according to the IRS Data Book, over 80,000 organizations were granted 501(c)(3) status each year between 2016 and 2019. Many of these new NPOs, along with many existing NPOs, lack the resources and infrastructure to market their causes and raise donations efficiently.

We believe that this stalled level of giving reflects a significant gap between traditional donation methods and the expectations of today's donors. We are seeking to address this gap by providing a full-service and integrated solution aimed at increasing giving activity, reducing "donation friction" for NPOs, generating a deeper, more personal commitment to generosity, and ultimately benefiting those in need.

While the number of NPOs to serve those in need has increased, according to the Generosity Commission, a lower percentage of Americans is giving and volunteering:

- In 2015, only 24% of taxpayers reported making a charitable gift, compared to over 30% a decade earlier;
- Households earning less than $100,000 per year represent a smaller percentage of total giving today versus in 2000 (respectively, 25% versus 43%,

respectively); and

- In 2015, the volunteer rate among Americans reached a 12-year low.

We believe that these negative trends, resulting from generational and economic changes in the demographic landscape, can be reversed, in part, by a giving experience and social community that connects and empowers the hearts and resources (including volunteerism) of individuals who want to be generous to those in need. Our Ecosystem is being designed for precisely this purpose.

Our Business

Our mission is to awaken generosity through our proprietary technology and, by doing so, not only generate hope and help for those in need, but also a financial return for our stockholders. We are a for-profit company that aspires to catalyze a movement of generosity by providing a rich online experience for donors ("***Donors***"), initially facilitating Donors' gifts of treasure, testimony and thanks, and eventually encompassing Donors' gifts of time and talent as well. We seek to promote a lifetime of giving to not only our users but also their friends and family. To accomplish this goal, we are working to create a fully integrated Uncommon Generosity Ecosystem (the "***Ecosystem***") to encourage, request, fulfill, transmit, and appreciate gifts by (i) the sharing of numerous inspiring stories and testimonies in uncommon ways, (ii) allowing a Donor to discover a "curated" collection of non-profit organizations and other individuals who can identify critical financial needs and recommend appropriate solutions ("***Caregivers***") that have demonstrable records of success pursuing causes about which that Donor is most passionate, and (iii) streamlining and enhancing the giving process through the aggregation of new and existing technologies.

We intend to roll out the various features of our Ecosystem in phases, which would include the business components described below. We expect that each component will work in conjunction with the others to further our mission. However, as we are in the early stages of building our business, the information below remains subject to further development and may change.

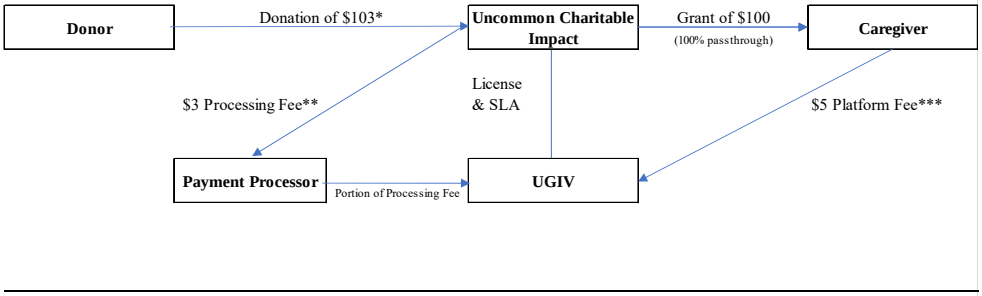
Our initial go-to-market strategy is to host a cause-based kickoff event for our digital giving platform (the "***Uncommon Giving Platform***," or the "***Platform***") in partnership with one or more Caregivers designed to generate excitement for generosity, increase publicity and awareness of our Company, and encourage Donor engagement on the Uncommon Giving Platform. We envision partnering with select Caregivers and causes to generate excitement for giving transactions and encourage profile creations for the Uncommon Giving Platform among the general public. By building brand awareness and demonstrating the effectiveness of the Uncommon Giving Platform as a new and revolutionary solution for both the Donor and Caregiver, we intend for Uncommon to become the "go to" community for generosity.

Uncommon Giving Platform

Our digital Platform for giving, including website and mobile applications, is designed to draw attention to potential recipients of gifts and facilitate giving transactions in an efficient and trustworthy manner. The Platform connects Caregivers who have identified financial needs and recommend appropriate solutions to Donors who have the resources and the willingness to fund those financial needs and solutions.

The Platform allows Donors to create online profiles with basic information, fund their individual deposit/disbursement accounts (each, a "***Digital Wallet***"), identify the charitable causes they would like to support and support such causes through the direction of gifts to Caregivers of their choice from their Digital Wallets or by making contributions from their personal funds maintained outside their Digital Wallets and the Platform. Caregivers with potential giving opportunities are also able to create or claim online

profiles and post information about tangible needs in their spheres of influence. Upon receipt of a Donor's gift, a Caregiver is then able to provide follow-up communications through the Platform, such as a video testimony showing the use of the gift, whereby the Donor can see the impact of his or her generosity and receive any expressions of gratitude. Our method of generating revenues through Platform and processing fees is illustrated below:



* All dollar amounts are for illustrative purposes only. Any tip given by the Donor would be retained by Uncommon Charitable Impact.
** Assume Donor agrees to pay processing fee.
*** The Platform Fee would be paid only by nonprofit organizations that have purchased profiles on the Platform.

Our Uncommon Giving Platform is also intended to serve as a generosity archive of our Donors' and Caregivers' giving activities and expressions of gratitude for the gifts given that could then be promoted and shared within their personal Uncommon network of fellow Donors and on various social media platforms. We publish on our Platform Caregivers' and Donors' social media posts about giving opportunities, inspiring individuals and stories, and giving initiated through our Platform, thus magnifying impact by encouraging further giving.

We are currently seeking to develop a proprietary methodology that suggests potential giving opportunities posted by Caregivers. Each giving transaction is recorded and tied to the individual Donor's profile through his or her Digital Wallet – allowing our Platform to effectively and efficiently tailor additional giving opportunities to such Donor and generate reports for such Donor's donation history to streamline his or her yearly tax return preparation for 501(c)(3) eligible gifts effected through our Platform.

Prior to receiving funds through the Platform, each Caregiver undergoes a verification process by which we review various information, including but not limited to its Guidestar® profile, ACH credentials, website, social media profiles, 501(c)(3) status and contact information. In addition, each Caregiver and Donor is required to agree to our terms of use, which contain provisions designed to foster a trusted relationship between us and our users, including a privacy commitment stating that we will not sell our users' data for unaffiliated third-party marketing or solicitation. The terms of use for Caregivers and Donors outline the obligations of Caregivers and Donors, respectively, including each Caregiver's commitment to use each Donor's donations as recommended by such Donor. By directly connecting Donors with Caregivers whose status is verified, we believe the Uncommon Giving Platform will foster and build a desire to give generously to those in need.

Uncommon Charitable Impact

We utilize a relationship with a separate organization ("***Uncommon Charitable Impact***"), which administers an account created to receive Donor funds and serve as a conduit through which Donors on the Uncommon Giving Platform can receive tax deductibility for their giving activity. Such philanthropic investment vehicles, commonly referred to as

donor-advised funds ("***DAFs***"), have gained significant popularity in recent years. Under the current tax laws in the United States, contributions made to DAFs are irrevocable and immediately qualify as tax-deductible. A Donor may either use our Platform to make a direct donation to one or more Caregivers or contribute funds to his or her DAF account at Uncommon Charitable Impact and later recommend that grants be made to designated 501(c)(3) Caregivers from such DAF. We anticipate that Uncommon Charitable Impact, while not obligated to honor the Donor's recommendation, will generally approve the grant and contribute the money to the designated Caregiver following an onboarding process. The Caregiver in return pays UGIV a Platform fee. This ability of Uncommon Charitable Impact is particularly beneficial for Donors who would like to make tax-deductible charitable contributions as part of their long-term financial planning and are open to setting aside funds for future designation to tax-exempt organizations. In addition, we are able to "democratize" DAFs for a wide range of Donors through our relationship with Uncommon Charitable Impact. In contrast to most DAFs, which require a large up-front minimum contribution amount, Uncommon Charitable Impact will allow Donors to open a DAF account with a minimum contribution account of $10.00.

Existing asset management organizations have become significant charitable entities by offering tax advantaged DAFs to individuals. These asset managers have been successful in delivering a product that provides for current year tax deductibility while delaying the decision of which NPO to give the donation to, but have not fully developed the generosity experience to the extent we intend to do so, and have not captured the total giving solution. Our Platform, and our relationship with Uncommon Charitable, seeks to fill these gaps.

Our relationship with Uncommon Charitable Impact is governed by (a) a License Agreement dated as of May 15, 2020 by and between UGIV (our wholly-owned subsidiary) and Uncommon Charitable Impact (the "***License Agreement***") under which UGIV has granted Uncommon Charitable Impact certain non-exclusive, non-transferable, and non-sublicensable rights and licenses to access and use the Platform and, on a royalty free basis, our tradenames and associated logos and (b) a Master Services Agreement dated as of May 15, 2020 by and between UGIV (our wholly-owned subsidiary) and Uncommon Charitable (the "***MSA***") and the related Statements of Work pursuant to which UGIV provides certain technical, administrative and professional services to Uncommon Charitable Impact. Under the terms of the License Agreement, UGIV and Uncommon Charitable Impact will jointly own the user data generated through the Platform.

Working in collaboration with Uncommon Charitable Impact, we present our Donors with compelling federal tax deductible giving opportunities on local, state, national and international arenas by collaborating with select Caregivers who we believe represent a holistic view of causes we intend to promote. Notably, Uncommon Charitable Impact is also designed to account for direct donations to select Arizona nonprofit organizations, which could allow Donors to take advantage of favorable individual income tax credit treatment offered by Arizona law.

Uncommon Digital Wallet

We have formed and established an online payment processing system ("***Uncommon Digital Wallet***") that is integrated with our Platform to facilitate a seamless giving experience. Through Uncommon Digital Wallet, we make Digital Wallets, or individual deposit/disbursement accounts, available for Donors and Caregivers. Each Donor is able to donate directly to a Caregiver through his or her Digital Wallet, which allows such Donor to house funds and properly disperse monies for charitable giving purposes. Donations through the Platform go directly to a DAF housed under Uncommon Charitable Impact, where they are either immediately granted directly to the Caregiver of the Donor's choice or held in the Donor's Digital Wallet for recommendation of future disbursement to the Caregiver of the Donor's choice. The integrated nature of Uncommon Digital

Wallet with the Uncommon Giving Platform effectively links giving opportunities posted by Caregivers with Donors who have funds specifically set aside for charitable purposes.

We provide our Donors a personalized dashboard that allows them to manage their Digital Wallets, access their giving history, and generate tax receipts on behalf of Uncommon Charitable Impact, all in one virtual location. Uncommon Digital Wallet primarily does business online, with no customer-facing physical locations, thereby minimizing overhead. Its product offerings are simplified and tailored to complement the other components of our Ecosystem.

We plan to incentivize potential Donors to create accounts, customize profiles and open Digital Wallets through several methods, including traditional advertising and marketing strategies, organic and paid search functions, influencers, giving events, and relationships with wealth managers and tax advisors. We currently offer curated "***UGIV Funds***," whereby Donors can give a single donation to help a group of nonprofits centered around a common cause. In addition, we plan to seek partnerships with employers and other organizations to potentially offer direct deposits into Digital Wallets and matching donation programs. We also intend to offer card-issuing services for our Donors and a related affinity program as a facility to generate more generosity, allowing a Donor to "round up" everyday transactions and place the additional funds into his or her Digital Wallet.

Uncommon Investments

In addition to our UGIV Funds, we intend to offer proprietary investment products, including cause-driven exchange-traded funds, environmentally-friendly and sustainable investments, and other vehicles to our Donors via our proposed "***Uncommon Investments***" functionality. This feature would allow our Donors to support causes that align with their values, with the intention of generating a measurable and socially beneficial impact alongside a competitive financial return.

Impact investing has become an increasingly popular way to generate capital for various causes, offering transparency and accountability to investors as they build portfolios that reflect their values. Uncommon Investments would seek to take the guesswork out of impact investing by recommending investments in proprietary mutual funds that are fully integrated into the Ecosystem and aligned with each Donor's risk profile. This component of our Ecosystem would provide funding mechanisms for Donors who wish to make charitable contributions over time and see their funds grow.

Uncommon Investments would operate pursuant to appropriate regulatory oversight and has applied to the SEC for registered investment advisor status. We have also entered into an intellectual property agreement with InvestCloud®, a digital platform for wealth management and turnkey asset management programs, that provides us a facility to acquire, hold, value and report on donor investments held in a DAF. InvestCloud®'s platform houses hundreds of apps for client communication, client automation (digital advice), client management, information warehousing, performance, billing, risk, trading and accounting.

Limitations on Voting or Management Rights

Subject to the provisions of the Company's Amended and Restated Certificate of Incorporation (the "***Certificate of Incorporation***") and Amended and Restated Bylaws (the "***Bylaws***"), holders of the Securities shall be entitled to vote their shares of Common Stock on matters that require the approval or consent of the stockholders of the Company under the Certificate of Incorporation and the Bylaws. Subject to the rights of the stockholders to consent to or approve certain matters, the Company shall be managed by a Board of Directors (the "***Board***"). The Board shall be designated as set forth in the Certificate of Incorporation and the Bylaws. *See* "*MANAGEMENT OF THE COMPANY*."

Transfers	The Securities are subject to resale restrictions under the federal and applicable state securities laws. In addition to these restrictions, there are other transfer restrictions as set out in the Certificate of Incorporation and the Bylaws. *See* "*DESCRIPTION OF CAPITAL STOCK."*
Dividends	Subject to preferences that may be applicable to any then-outstanding preferred stock and any contractual obligations, holders of our Common Stock will be entitled to receive dividends, if any, as may be declared from time to time by our Board out of legally available funds of the Company. The rights of such holders are subject to any senior obligations of Company, including the Company's obligation to prepay any notes issued by the Company. *See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS – Liquidity and Capital Resources – Notes Issued Under Prior Note Offering" and "– Notes Issued Under Current Note Offering."* However, we do not anticipate declaring or paying any dividends on our capital stock in the foreseeable future, as we intend to retain all of our future earnings to finance the expansion of our business. *See* "*DESCRIPTION OF CAPITAL STOCK*." In addition, our loan agreement with InBank includes covenants limiting our ability to pay dividends or distributions on our capital stock. *See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS – Loan Agreements."*
Risk Factors	An investment in the Company involves many significant risks. *See* "*RISK FACTORS*."
Subscription Procedures	To subscribe for Securities, you should deliver to the Company a completed, executed and dated original of each of the Subscription Documents. *See "HOW TO SUBSCRIBE."*
Withdrawal	We may withdraw the Offering at any time prior to the issuance of the Securities in our sole discretion.
Offering Termination Date	The Offering will terminate upon the earlier of (a) the date on which the entire Offering is fully subscribed, or (b) December 31, 2020, provided however, the Board may, in its sole discretion, extend or shorten the Offering past such date.
Supplemental Information	The Company will make available to each potential Investor at a reasonable time prior to purchase of the Securities the opportunity to ask questions and receive answers concerning the terms and conditions of the Offering and to obtain any additional information the Company possesses or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of the information furnished in this Memorandum. A request for information should be directed to: Uncommon Giving Corporation Director of Investor Relations 7033 E. Greenway Parkway, Suite 110 Scottsdale, AZ 85254 investorrelations@uncommon.today (480) 590-5231 If you would like to request additional information, please do so as soon as possible. You should rely only on the information contained in this Memorandum to determine whether to purchase Securities.

Please carefully review this Memorandum in its entirety, since it contains important information of the Company. **In particular, you should review the information in the section entitled "RISK FACTORS."**

NO PERSON (OTHER THAN THE DIRECTOR OF INVESTOR RELATIONS) HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM IN CONNECTION WITH THE OFFERING OR THE COMPANY AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY.

Neither the SEC nor any state securities commission has approved or disapproved of the Securities to be issued in the Offering or determined if this Memorandum is truthful or complete. Any representation to the contrary is a criminal offense.

This Memorandum is dated July 15, 2020.

RISK FACTORS

The purchase of Securities involves a substantial degree of financial risk. Such an investment is intended only for Investors who have no need for liquidity of, or income from, their investment in the Company and who can afford to lose all of their investment. Our business, operating results or financial condition could be adversely affected by any of these risks, as well as other risks not currently known to us or that we currently consider immaterial. In evaluating an investment in the Company, you should carefully consider the risks and uncertainties described below. You should also refer to the other information contained in this Memorandum, and consult with your financial, legal, and tax advisors before deciding to invest.

Risks Related to the Company

Our Company is a high-risk early-stage venture with an untested business model and a limited operating history.

Our Company has a limited operating history. Accordingly, we are subject to risks inherent in the establishment of a new venture with a novel business model, including but not limited to unexpected startup expenses, complications with the development and ongoing maintenance of our software and Platform, uncertainty regarding our ability to obtain necessary regulatory approvals, and difficulties implementing other aspects of our business model and our ability to hire new employees. The initial version of our Platform launched in May 2020. We are currently in the process of developing our business, and our plans are subject to change. Although our management team has experience in the charitable giving, financial and technology industries, they have limited collective experience in combining aspects of those industries into one business plan, and they may not be successful in managing and operating our Company. Furthermore, we cannot anticipate each of the future issues that may arise in the development of our Company. The likelihood of our success must be considered in light of the problems, expenses, difficulties, complications, uncertainties and delays that we may encounter in the formation of our new business. These factors may have an adverse effect on our results of operations, business and financial condition, and you may not receive a return on your investment.

We are dependent on future near-term capital to fund our business plan.

We do not expect positive cash flow from our operations in the near term. We believe that we will need additional capital to fund our business plan in addition to any revenues we may generate in the future until we reach positive sustainable operating cash flow. Such additional capital may include the issuance and sale of additional equity securities and/or commercial borrowing. If we are unable to obtain capital in the amounts and on terms deemed acceptable to us, we may be unable to continue building our business and as a result may be required to scale back or cease operations for our business, the result of which may be that you could lose some or all of your investment.

The Company is indebted and may borrow additional funds and leverage its assets.

On April 10, 2020, we entered into a loan agreement for a United States Small Business Administration loan pursuant to the Paycheck Protection Program promulgated by the Coronavirus Aid, Relief and Economic Security (CARES) Act in the amount of $192,797.50. On June 30, 2020, the Company believes it met the requirements to have $182,797.50 of the loan forgiven and recorded the forgiveness of the loan. In addition, on May 27, 2020, we entered into a senior secured credit agreement with InBank pursuant to which loans or other extensions of credit have been made to the Company in an aggregate principal amount of up to $1,500,000. In addition, the Company issued $2,525,140 in aggregate principal amount of 12.0% non-convertible unsecured promissory notes due 2024 in a private placement which closed on July 14, 2020 (the "***Prior Note Offering***") and is currently offering and selling up to $2,500,000 in aggregate principal amount of 12.0% non-convertible unsecured promissory notes due 2025 in a currently ongoing private placement (the "***Current Note Offering***").

We may also engage in additional borrowings to finance our operations and future expansion. A decrease in our present or future asset values, an increase in interest rates, a significant increase in other carrying costs and operating expenses, any combination of the foregoing or any other number of factors may result in our inability to repay the principal and interest of any borrowed funds. A portion of our cash flow will be used to repay the principal and interest on our indebtedness. Our loan agreements also contain restrictive covenants, which may impair our

operating flexibility. Such loan agreements also provide for default under certain circumstances, such as failure to meet certain financial covenants or ratios. A default under a loan agreement could result in the loan becoming immediately due and payable and, if unpaid, a judgment in favor of such lender which would be senior to the rights of our stockholders. A judgment creditor would have the right to foreclose on any of our assets, resulting in a material adverse effect on our business, operating results or financial condition. Any such foreclosure may also have substantial adverse consequences for our stockholders. In addition, lenders may require restrictions on future borrowings, distributions and operating policies. Our ability to meet any debt obligations will depend upon our future performance and will be subject to financial, business and other factors affecting our business and operations, including general economic conditions. We cannot assure you that we will be able to meet any such debt obligations, which could adversely affect our financial condition.

We are dependent on Uncommon Charitable Impact to successfully carry out our business plan.

We will depend upon a contractual relationship with Uncommon Charitable Impact, a newly-organized entity that is currently in the process of obtaining its own 501(c)(3) status, in order to successfully pursue our business plan. Until such status is obtained, in order to ensure that Donors receive tax deductibility for their giving activity, Uncommon Charitable Impact will be treated as a subordinate organization under another tax-exempt nonprofit organization, Partners in Action, Inc. ("***PIA***"), and is eligible to receive charitable donations as a member of PIA's group exemption. Any failure or delay of Uncommon Charitable Impact to obtain tax-exempt status, or any issues with Uncommon Charitable Impact's relationship with PIA or with us, could have an adverse effect on our ability to carry out our business plan. If we are unable to offer tax deductibility to our Donors, we may be subject to material adverse effects on our business, results of operations and financial condition.

We depend on certain key individuals.

Our success is largely dependent upon the efforts, direction and guidance of Ron Baldwin, our Chief Executive Officer, Gene Baldwin, our Chairman, and Dave McMaster, our President and General Counsel. In addition, our success is dependent upon our ability to attract and retain qualified employees, on the ability of our executive officers and key employees to manage our operations successfully. The loss of any of the individuals listed above, or the inability of the Company to attract and retain key management, technical or professional personnel in the future, could have a material adverse effect on the Company's results of operations and financial condition.

We face risks associated with family relationships among our management team.

Significant family relationships exist among our management team. Individuals with such relationships include Mr. Ron Baldwin, our Chief Executive Officer, Mr. Gene Baldwin, our Chairman (and Mr. Ron Baldwin's brother), Mr. David McMaster, our President and General Counsel (and Mr. Ron Baldwin's son-in-law), and Mr. Steve Anderson, our Chief Technology Officer (and Mr. Gene Baldwin's son-in-law). Companies with multiple family members serving on the same management team can be predisposed to unique issues such as internal conflicts, nepotism and/or strategic family alliances. Such issues may arise among our management team. In addition, in light of the family relationships within our management team, certain prospective investors may be unwilling to purchase our Common Stock, which may have a negative effect on our financial condition.

We could be adversely affected by future acquisitions or divestitures.

We may, selectively, evaluate potential acquisition, merger and affiliation opportunities on a continuing basis as part of our overall strategic planning and business development process. Discussions with respect to affiliation, merger, acquisition, disposition, or change of use are held on an intermittent and confidential basis with other parties. As a result, our corporate structure and assets could change from time to time. Any completed affiliations may not be permanent, even when they are originally intended to be, and any future acquisitions or divestitures could adversely affect our financial condition or results of operations.

We could become subject to the requirements of the Company Act, which would limit our business operations and require us to spend significant resources to comply with such Act.

The Investment Company Act of 1940, as amended (the "***Company Act***"), defines an "investment company" as an issuer that is engaged in the business of investing, reinvesting, owning, holding or trading in securities and owns investment securities having a value exceeding 40 percent of the issuer's unconsolidated assets, excluding cash items and securities issued by the federal government. While we believe that a reasonable investor would not conclude that we are engaged primarily in investing in securities based on our business plan focused on creating and operating a fully integrated generosity ecosystem, UGC Investment Holding LLC holds certain investment securities by which the Holding Note is secured. Although as of now the value of such investment securities falls below the 40% threshold, they may increase in value such that they exceed the 40% threshold, which could contribute to a conclusion that we meet the threshold definition of an investment company. While the Company Act also has several exclusions and exceptions upon which we would seek to rely to avoid being deemed an investment company, our reliance upon any such exclusions or exceptions may be misplaced, resulting in violation of the Company Act, the consequences of which can be significant. For example, investment companies that fail to register under the Company Act are prohibited from conducting business in interstate commerce, which includes selling securities or entering into other contracts in interstate commerce. Section 47(b) of the Company Act provides that a contract made, or whose performance involves, a violation of the Company Act is unenforceable by either party unless a court finds that enforcement would produce a more equitable result than non-enforcement. Similarly, a court may not deny rescission to any party seeking to rescind a contract that violates the Company Act, unless the court finds that denial of rescission would produce more equitable result than granting rescission.

If an increase in the value of the investment securities leads to our being deemed an investment company under the Company Act, we will have to rely upon Rule 3a-2 of the Company Act, which provides that inadvertent or transient investment companies will not be treated as investment companies subject to the provisions of the Company Act, provided the issuer has the requisite intent to be engaged in a non-investment business, evidenced by the issuer's business activities and an appropriate resolution of the issuer's board of directors, within one year from the commencement of the earlier of (1) the date on which the issuer owns securities and/or cash having a value exceeding 50% of the value of such issuer's total assets on either a consolidated or unconsolidated basis, or (2) the date on which an issuer owns or proposes to acquire investment securities (as defined in section 3(a) of the Company Act) having a value exceeding 40% of the value of such issuer's total assets (exclusive of government securities and cash items) on an unconsolidated basis.

To comply with the "transient investment company" safe harbor, we would have to reduce our holdings of the investment securities to not more than 40% of our total assets within this one-year period. This reduction could be attempted in a number of ways, including the disposition of the investment securities and the acquisition of other assets that would not constitute investment securities for purposes of the Company Act. If we are required to sell the investment securities, we may sell them sooner than we otherwise would, the sales may be at depressed prices, and we may never realize anticipated benefits from, or may incur losses on, those investments. We may also incur tax liabilities from selling the investment securities. As Rule 3a-2 is available to a company no more than once every three years, and assuming no other exclusion were available to us, we would have to keep within the 40% limit for at least three years after we cease being an inadvertent investment company. This may limit our ability to make certain investments or enter into joint ventures that could otherwise have a positive impact on our earnings.

If the Company becomes an inadvertent investment company, and fails to meet the requirements of the transient investment company exemption under Rule 3a-2 of the Company Act, then we will be required to register as an investment company with the SEC. The ramifications of becoming a registered investment company, both in terms of the restrictions it would have on our company and the cost of compliance, would be significant. For example, in addition to expenses related to initially registering as an investment company, the Company Act also imposes various restrictions with regard to our ability to enter into affiliated transactions, the diversification of our assets and our ability to borrow money. If we became subject to the Company Act at some point in the future, our ability to continue pursuing our business plan would be severely limited.

Risks Related to Our Business and Industry

Our business depends on our ability to obtain new users.

In order for us to develop our business and generate revenues, it is imperative that we obtain users for our Platform. Any users that we do obtain will have no obligation to continue to use our Platform after they have created a profile and may choose not to continue to use our Platform at the same or higher level of service in the future, if at all. Moreover, our users will have the right to cancel their use of our Platform for any reason.

In the future, our retention rates for users may fluctuate as a result of a number of factors, including the level of our users' satisfaction with our Platform, transaction fees, the availability of competing services, the overall health of the economy and level of charitable giving affecting our user base or reductions in our users' spending levels. If our users do not continue to use our Platform or renew on less favorable terms, or if we fail to obtain new users, our business, operating results or financial condition would be adversely affected.

The market for software platforms for our target users might not grow, and our target users might not adopt our Platform.

Many of our target users have not traditionally used an integrated and comprehensive software platform for their giving needs. We cannot be certain that the market for our Platform will continue to develop and grow or that our target users will elect to adopt our Platform rather than continue to use traditional, less automated methods. Additionally, target users such as NPOs that have already invested substantial resources in other fundraising methods or other non-integrated software solutions might be reluctant to adopt our Platform to supplement or replace their existing systems or methods. If demand for and market acceptance of our Platform does not exist and/or increase, we might not be able to establish or grow our business.

We may experience delays in the development of our technology.

We depend upon certain vendors for strategic advice, software and technology services and products in order to successfully pursue our business plan. Delays in the development of our software could have an adverse effect on our ability to carry out our business plan. In addition, the loss of our vendors' strategic advice, services and products could result in complications in the development and continued maintenance of our Platform until equivalent strategic advice and technology, if available, are identified, procured and integrated, and these complications could result in lost revenues. Further, to the extent that the vendors from whom we source these products and services increase their prices, our gross margins are likely to be negatively impacted. If we are unable to continue to access those persons, consultants, contractors, service providers and their representative products and services, we may be subject to material adverse effects on our business, results of operations and financial condition.

The continued spread of the novel coronavirus could have a negative impact on both demand for our services and day-to-day business operations.

The ongoing novel coronavirus ("***COVID-19***") pandemic has had a nearly unprecedented impact on the U.S. economy. The full impact of COVID-19 is yet to be seen, but both the virus and the measures used to fight it, such as travel restrictions, mandatory stay-at-home orders and the shutdown of many businesses, have had a drastic impact on the global economy. Our business model depends on the generosity of our Donors. The widespread economic hardship and uncertainty resulting from COVID-19 may lead to a significant decline in charitable donations. Additionally, the Caregivers with whom we hope to partner may be too overwhelmed by requests for aid to establish relationships with the Company and "claim" their profiles, which could reduce Donor engagement. A reduction in Donor engagement and donations could have a material adverse effect on our ability to generate revenue.

As a result of the pandemic, all or part of our workforce may need to work remotely. Disruptions resulting from a decentralized workplace, and potential interruptions to infrastructure caused by COVID-19, could impair our ability to manage our business effectively. Increased reliance upon home technology systems for work by employees may increase the risk of hacking, phishing, and other threats to our IT systems that could endanger sensitive Donor information, such as personal financial records. Further, we depend on third-party vendors for software development

and maintenance and data storage, and the effects of COVID-19 could interrupt these vendors. This could delay updates to, and maintenance of, our IT systems, which could lead to Platform failures that could jeopardize the Company's financial position and reputation. These disruptions and risks could have a material adverse effect on our business operations and financial position and harm our reputation.

Damage to our reputation could negatively impact our business.

Companies engaged in activities related to donations often experience increased reputational risk, as they are subject to intense scrutiny regarding their financial practices and procedures. Because we plan to emphasize the trusted nature of our Platform, maintaining a positive reputation will be critical to our ability to attract and retain users, marketing relationships, Investors and employees. In particular, adverse perceptions regarding our reputation could make it difficult for us to attract users to our Platform and may lead to decreases in the number of users.

Harm to our reputation could arise from many sources, including misuse of our Platform by our users, employee misconduct, misconduct by persons with whom we have marketing relationships, outsourced service providers or other counterparties, litigation or regulatory actions, any failure by us to meet minimum standards of service and quality, inadequate protection of our users' information and compliance failures. In addition, we could be negatively affected by negative publicity regarding us or others engaged in a similar business or activities, whether or not accurate. Any damage to our reputation could have a material adverse effect on our business, results of operations and financial condition.

We may be vulnerable to information technology failures and outside attacks resulting in harm to our business reputation and a negative impact on operating results.

We are heavily dependent on the performance of our information technology ("***IT***") systems, as well as the IT systems of our business partners. Our Platform involves the collection and transmission of our users' confidential proprietary information, including certain personal or identifying information and federal income tax information. Any IT system failure could result in the loss of information, litigation, indemnity obligations or adversely affect operations, our business reputation, or delay the collection of revenues. Additionally, even though we have implemented network security and disaster recovery measures, we and our business partners could be vulnerable to computer viruses, hacking, break-ins, security breaches, employee errors or similar occurrences. Any actual or perceived breach of security could damage our reputation, cause users to discontinue the use of our Platform, prevent us from attracting users, result in loss of funds, or subject us to third-party lawsuits, regulatory fines or other action or liability, which could adversely affect our business, operating results or financial condition. The occurrence of any of these events could result in interruptions, delays, the loss or corruption of data, or cessations in the availability of systems, all of which could have a material adverse effect on our financial position and results of operations and harm our business reputation.

Increasing government regulation could affect our business.

We could be subject not only to laws and regulations applicable to businesses generally, but also to laws and regulations directly applicable to electronic commerce. State, federal and foreign governments may adopt new laws and regulations applicable to our business, including but not limited to those in the following areas:

- the pricing and taxation of goods and services offered over the internet;
- the content of websites;
- intellectual property;
- tax deductions for charitable contributions;
- Section 501(c)(3) status of various vehicles and entities, including but not limited to donor-advised giving funds;
- campaign finance;
- financial services;
- the online distribution of specific material or content over the internet; and
- the characteristics and quality of applications offered over the internet.

Any new or existing laws or regulations could adversely affect our business by increasing our costs, decreasing demand for our Platform, restricting our ability to operate as expected, dampening our growth, or discouraging users from using our Platform.

Evolving domestic and international government regulation in the area of consumer data privacy or data protection could adversely affect our business and operating results.

Governments in some jurisdictions have enacted or are considering enacting consumer data privacy or data protection legislation, including laws and regulations applying to the solicitation, collection, transfer, processing and use of personal data. This legislation could reduce the demand for our Platform if we fail to design or enhance our Platform to comply with the privacy and data protection measures required by the legislation. Moreover, we may be exposed to liability under existing or new consumer privacy or data protection legislation. Even technical violations of these laws may result in penalties that are assessed for each non-compliant transaction.

More recently, the European Union ("***EU***") General Data Protection Regulation ("***GDPR***"), which became effective in May 2018, extends the scope of the EU data protection law to any company that is processing data of EU residents, regardless of such company's location. The law requires companies to meet new requirements regarding the handling of personal data, including new rights such as the portability of personal data. Our efforts to comply with GDPR and other privacy and data protections laws may entail substantial expenses, may divert resources from other initiatives and projects, and could limit the services and features we are able to offer through our Platform. Furthermore, actions and investigations by regulatory authorities related to data security incidents and privacy violations continue to increase, which could impact us through increased costs or restrictions on our business, and noncompliance could result in significant regulatory penalties and legal liability.

If we are found to be subject to and in violation of any privacy or data protection laws or regulations in the future, our business may be materially and adversely impacted and we would likely have to change our business practices. In addition, these laws and regulations could impose significant costs on us and make it more difficult for our Donors to effect giving transactions through our Platform, all of which could have a material adverse effect on our financial position and results of operations and harm our business reputation.

If we are not able to obtain market adoption of our Platform, develop enhancements to our Platform, keep pace with technological developments or respond to future disruptive technologies, our business could be adversely affected.

Our success will depend on our ability to obtain market adoption of our Platform. If we do obtain users for our Platform in the future, then in order to attract new users and increase revenue from Donors that use our Platform, we will need to continually adapt, innovate, enhance, add new features, and improve upon our Platform. The success of our Platform and any enhancements or new features in the future will depend on several factors, including timely completion, introduction and market acceptance of our Platform and such enhancements and new features. We may expend significant time and resources developing and pursuing users that may not result in revenues in our anticipated time frame or at all, or may not result in revenue growth sufficient to offset any increased expenses due to enhancements or new features. If we are unable to successfully develop enhancements or new features to meet our users' needs in the future, our business and operating results could be adversely affected.

In addition, because our Platform will be designed to operate on a variety of network, hardware and software platforms using internet tools and protocols, we will need to continuously modify and enhance our Platform to keep pace with changes in internet-related hardware, software, communication, browser and database technologies. If we are unable to respond in a timely and cost-effective manner to these rapid technological developments, our Platform may become less marketable and less competitive or even obsolete.

If our Platform fails to perform properly due to undetected errors or similar problems, our business could suffer.

Complex software such as the software that will be used for our Platform often contains undetected errors or bugs. Such errors are frequently found after introduction of updates or enhancements to existing applications. We plan to continually introduce updates to our Platform. If we detect any errors before we launch an update, we might have

to delay the launch of such update for an extended period of time while we address the problem. In the future, we might not discover software errors that affect our Platform until after updates are deployed, and we may need to provide enhancements to correct such errors. Therefore, it is possible that, despite testing by us and/or our vendors, errors may occur in the software. These errors could result in:

- harm to our reputation;
- lost opportunities for charitable giving transactions;
- delays in commercial release;
- delays in or loss of market acceptance of our Platform; and
- unexpected expenses and diversion of resources to remedy errors.

Furthermore, our users may use our Platform together with applications from other companies, such as Visa, Mastercard, American Express, Discover, PayPal or Venmo. As a result, when problems occur, it might be difficult to identify the source of the problem. Even when our Platform does not cause these problems, the existence of these errors might cause us to incur significant costs, divert the attention of our personnel from our development efforts, impact our reputation and cause significant problems in our relationship with our users, all of which could negatively impact our business and financial position.

We might not be able to manage any future growth efficiently or profitably.

If we are able to complete, introduce and gain market acceptance of our Platform, then future growth will be required to address potential market opportunities. For example, we will need to expand the size of our staff and operations, as well as our financial and accounting controls, in order to develop our business plan. Our infrastructure may not be sufficiently scalable to manage the growth of our Company in the future. If we are unable to sufficiently address these demands on our resources, our profitability might suffer. Also, our management team might not be effective in building and expanding our operations, and our systems, procedures or controls might not be adequate to support such expansion. Our inability to manage any future growth could harm our business and financial condition.

Any expansion in the operations of the Company beyond those described in this Memorandum may negatively impact the profitability of the Company.

We may expand our business beyond the services described in this Memorandum. Any such expansion of operations the Company may undertake will entail risks. Such actions may involve specific operational activities, which may negatively impact the profitability of the Company. Consequently, our Investors must assume the risk that (i) such expansion may ultimately involve expenditures of the Company beyond the resources available to the Company at that time, and (ii) the coordination of such expanded operations may divert our management's attention and resources away from its existing operations, all of which factors may have a material adverse effect on the Company's present and prospective business activities.

Our financial success depends in part on general economic conditions in the United States that are outside of our control.

Our financial success may be subject to adverse changes in general economic conditions in the United States, such as recession, inflation, unemployment, currency rates, and interest rates. Such changing conditions could reduce the appetite for charitable giving, as well as demand in the marketplace for our Platform, which could adversely affect our results of operations and financial condition.

If we do not effectively expand and train our team, we may be unable to add new users and retain existing users.

Our Company will need to expand its team in order to grow our user base and generate revenues. Identifying and recruiting qualified personnel and training them in the buildout and use of our Platform will require significant time, expense and attention, and it may take a substantial amount of time before our personnel are fully trained and productive. We may be unable to hire or retain sufficient numbers of qualified individuals in the markets where we do business, and our hires may not achieve desired productivity levels in a reasonable period of time or become as

productive as we expect. If these expansion efforts are unsuccessful or do not generate a corresponding increase in revenues, our business, operating results or financial condition could be adversely affected.

We will face competition across all of the components of our business.

The market for donations is competitive and increasingly dynamic as emerging technologies enter the marketplace. Under our current business plan, most of our competitors can be categorized as (a) crowdfunding sources; (b) credit card form providers; (c) giving systems; (d) donor management systems; (e) other direct payment methods; (f) DAFs; and (g) online donations processing companies. Our success will depend on our ability to attract and retain users and generate engagement with our Platform by them. In the future, we expect that our Platform may face increased competition from current competitors or others who introduce or embrace disruptive technology that significantly changes the online donation and payment industries. We will compete for users and their engagement with our Platform based on a number of factors, including fees, offerings of features and services, incentives and user services. If new technologies emerge that are able to deliver a Platform similar to ours with lower fees, more efficiently or more conveniently, such technologies could adversely impact our ability to compete. In addition, some of our competitors in certain components of our business are substantially larger than we are, which may give those competitors advantages, including a more diversified product and user base, the ability to reach out to more users and potential users, operational efficiencies, more versatile technology platforms and lower-cost funding. In addition, some of our competitors may not be subject to the same regulatory requirements to which we are subject, which also could place us at a competitive disadvantage. User attrition from our Platform or any reductions in fees related to our Platform in order to retain users could reduce any future revenues and therefore our earnings. If we are unable to compete effectively, our business and results of operations could be materially adversely affected.

Our success depends in part on our ability to secure, protect and enforce our intellectual property rights.

Our success is dependent in part upon the intellectual property that we own, in addition to the intellectual property licensed to us. The steps we have taken to protect our intellectual property may be inadequate. We will not be able to protect our intellectual property if we are unable to enforce our rights or if we do not detect unauthorized use of our intellectual property. Despite our precautions, it may be possible for unauthorized third parties to copy our Platform and use information that we regard as proprietary to create applications or services that compete with ours.

We may be required to spend significant resources to monitor and protect our intellectual property. In addition, litigation may be necessary in the future to protect and enforce our intellectual property rights and to protect our trade secrets, and such litigation could be costly, time-consuming and distracting to management and could result in the impairment or loss of portions of our intellectual property. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the validity and enforceability of our intellectual property rights. If we are not able to secure, protect and enforce our intellectual property rights or control access to, and the distribution of, our Platform and proprietary information, our business could be adversely affected.

Our revenues may be affected by seasonal factors which could cause fluctuations in our operating results and financial metrics.

Because a significant portion of donations to charitable causes is made in the last several months of the calendar year, we may experience seasonality in our revenues. This potential seasonality may cause fluctuations in certain of our operating results and financial metrics, and thus make such results and metrics difficult to predict.

Risks Related to Uncommon Digital Wallet

Fraudulent activity associated with our Platform could negatively impact our operating results, brand and reputation and cause the use of our Platform to decrease and our fraud losses to increase.

Uncommon Digital Wallet will be subject to the risk of fraudulent activity by users, employees and third parties due to primarily doing business online. Fraudulent activity is typically higher as a percentage of online transactions and through mobile channels than in retail locations. If Uncommon Digital Wallet offers additional capabilities in the future, we could be susceptible to additional types of fraud, and depending on our future offerings

of features and services, we may experience variations in, or levels of, fraud-related expense that are different from or higher than that experienced by some of our competitors or the industry generally. We do not currently have cybersecurity insurance to mitigate these risks.

The risk of fraud continues to increase for the fintech industry in general. Credit card fraud, hacking, identity theft and related crimes are likely to continue to be prevalent, and perpetrators are growing more sophisticated. Our resources, technologies and fraud prevention tools may be insufficient to accurately detect and prevent fraud. High-profile fraudulent activity also could negatively impact our brand and reputation, which could negatively impact the use of our Platform and thereby have a material adverse effect on our results of operations. In addition, significant increases in fraudulent activity could lead to regulatory intervention (such as increased user notification requirements), which could increase our costs, negatively impact our operating results, brand and reputation, and lead us to take steps to reduce fraud risk, which could result in additional expenses.

Uncommon Digital Wallet may be affected by certain restrictive covenants.

Uncommon Digital Wallet and certain members of our management team may be affected by certain restrictive covenants and other provisions in currently existing agreements, including but not limited to covenants requiring the written consent of a previous employer prior to directly or indirectly engaging in or acquiring any ownership interest or control in any entity that would interfere with customer or employee relationships of such prior employer, or non-solicitation covenants precluding us or our management from soliciting, directly or indirectly, customers and employees of a prior employer.

Although we do not intend to conduct our business in such a way that would violate any existing restrictive covenants, a prior employer that is party to such restrictive covenants may interpret such provisions as being violated by us. As a result, our management's attention could be diverted from our business, we may decide not to pursue certain business opportunities, our prospects for growing the Company and developing our proposed business components could be limited, or we could be subject to litigation. Even if ultimately resolved in our favor, any dispute or litigation associated with such restrictive covenants could be time-consuming, costly and distracting. If a court were to conclude that a violation of a restrictive covenant had occurred, we and our management could be subject to remedies at law or at equity that could materially harm our business. Furthermore, if any restrictions are imposed on us or our management under any restrictive covenants, we may be unable to complete our proposed business plan as described herein, which could affect the value of your investment.

Risks Related to the Offering

The Securities are a speculative investment.

If you purchase Securities in the Offering, you may not realize your investment objectives or realize a return on your investment. You may lose your entire investment in the Company and you should not invest if you cannot bear this risk.

There is no public market for the Securities.

Your ability to resell or transfer the Securities is limited. As a condition of the Offering, we are requiring Investors to purchase the Securities for investment only and not with a view toward resale or distribution. No public market for the Securities exists or is likely to develop, and we do not intend to list our shares for at least three years. Your ability to resell your Securities will also be restricted by the Certificate of Incorporation and the Bylaws, and federal and state securities laws. As a result, Investors must be prepared to bear the economic risk of holding such Securities for an indefinite period of time and without any assurance that the Securities will generate any investment return.

The issuance of stock appreciation rights and any additional securities in connection with any future offering may dilute your investment in the Company.

Our Certificate of Incorporation authorizes us to issue up to 13 million shares of Common Stock and two million shares of preferred stock with such rights and preferences as may be determined by our Board. Subject to

compliance with applicable rules and regulations, we may issue all of these shares that are not already outstanding without any action or approval by our stockholders. We may also increase the number of authorized shares with the approval of our stockholders pursuant to a stockholder vote. In addition to making offerings of Company securities in the future, we anticipate awarding stock appreciation rights to our current and future employees and independent contractors. Any future issuance of the Company's securities could dilute the percentage ownership held by Investors who purchase Securities in this Offering.

Our existing stockholders may seek to cause us to issue additional securities.

We notified our existing stockholders of certain changes regarding the terms of the offering described in the Company's private placement memorandum dated October 11, 2018. As an incentive to encourage early investment, the Company planned to issue (i) a warrant to purchase 0.2 shares of Common Stock for every share of Common Stock purchased prior to November 15, 2018, (ii) a warrant to purchase 0.15 shares of Common Stock for every share of Common Stock purchased between November 16, 2018 and December 15, 2018, and (iii) a warrant to purchase 0.1 shares of Common Stock for every share of Common Stock purchased between December 16, 2018 and January 15, 2018. The Board subsequently agreed to extend the opportunity to receive a warrant to purchase 0.2 shares of Common Stock for every share of Common Stock until July 14, 2020. Such change could result in minor dilution to the expected position of certain stockholders that purchased securities under such private placement memorandum. Accordingly, investors in the Company may, under certain circumstances, seek to cause us to issue additional securities, or their economic equivalent, to such stockholders to account for such changes, which could cause minor dilution of the percentage ownership held by Investors who purchase Securities under this Memorandum.

We may modify the use of proceeds from the description of the Estimated Use of Proceeds contained in this Memorandum.

While the Board has set forth its plan regarding the estimated use of proceeds from the Offering, the Board reserves the right to modify the estimated use of proceeds based on changing market conditions and opportunities, and the development and future performance of the Company. The estimated use of proceeds set forth in this Memorandum, or as subsequently modified, as applicable, may not be beneficial to the Company.

The offering price of the Securities has been determined by the management of the Company and may not be indicative of the actual value of the Securities.

The offering price per Share has been determined by the management of the Company and may not be indicative of the actual value of the Securities. The offering price should not be considered as an indication of the Company's actual value or the value of the Securities.

Periodic valuations of our assets may affect the value of the Securities.

We may conduct periodic valuations of our net assets in accordance with generally accepted accounting principles in the United States. Such valuations as they relate to our assets may or may not be indicative of the actual values of such assets due to the nature of the assets and thus, may affect the value of the Securities.

This Offering has not been registered under applicable federal and state securities laws.

The Securities are being offered, and will be sold in reliance upon, an exemption from registration for private offerings under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D thereunder. If we fail to comply with the requirements of the exemptions, Investors may have the right to rescind their purchase of the Securities. This might also occur under the applicable state securities or "Blue Sky" laws and regulations in states where the Securities will be offered without registration or qualification pursuant to a private offering or other exemption. If a number of Investors were successful in seeking rescission, we would face severe financial demands that would adversely affect the Company as a whole and, thus, the investment in the Securities by the remaining Investors.

There has been no independent "due diligence" review of our affairs or financial condition.

The statements contained in this Memorandum are solely those of the management of the Company. Although we have engaged a third-party audit firm to prepare audited financial statements for the Company, there has been no independent "due diligence" review of our affairs or financial condition as reflected in this Memorandum, nor has any independent party verified the statements contained in this Memorandum. Prospective Investors are urged to contact our Director of Investor Relations directly for additional information about the operations of the Company.

There is no minimum amount of the Securities that must be sold for the Company to accept and utilize your funds.

The Company will accept subscriptions for the Securities as they are received. None of the proceeds received for subscriptions will be held in escrow and there is no minimum number of Securities that must be sold in the Offering. As a result, the Company may not raise sufficient funds in the Offering to carry out its business plan as currently proposed, and the net proceeds from the initial subscriptions for the Securities may not be in an amount sufficient to enable the Company to continue operations in any meaningful manner. In the event that an adequate number of subscriptions are not received and accepted by the Company, the Company may be forced to curtail or cease its activities, which may result in a total loss of your investment in the Securities.

We may never pay dividends.

We do not intend to pay cash dividends on our Securities for the foreseeable future, and currently intend to retain any future earnings to fund the development and growth of our business. The payment of cash dividends, if any, on the Securities will rest solely within the discretion of the Board and will depend, among other things, upon our earnings, capital requirements, financial condition, and other relevant factors. In addition, our loan agreement with InBank includes covenants limiting our ability to pay dividends or distributions on our capital stock. *See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS – Loan Agreements."* We currently intend to use any revenues, as well as proceeds from any financings, to assist us in obtaining our business objectives, and not for the payment of any dividends upon our Securities.

You should consult your own tax and legal advisors concerning income tax risks.

We urge each prospective Investor to consult with his, her or its own representatives, including his, her or its own tax and legal advisors, with respect to the federal (as well as state and local) income tax consequences of this investment before purchasing any Securities. Prospective Investors should not construe the information set forth in this Memorandum as providing any tax advice, and this Memorandum is not intended to be a complete or definitive summary of the tax consequences of an investment in the Securities.

The Company is required to indemnify directors and officers against certain claims, liabilities, damages, losses, costs and expenses.

Our Bylaws provide that the directors and officers of the Company and, in the sole judgment of the Board, the affiliates of the directors and officers, and their respective partners, members, officers, directors, managers, employees, agents and stockholders, shall be held harmless and indemnified by the Company from and against any and all claims, liabilities, damages, losses, costs and expenses that are incurred by such persons that arise out of or in connection with the affairs of the Company or in connection with the Company's business. A successful claim for indemnification could have a material adverse effect on the financial position of the Company.

In the event of a liquidation and dissolution of the Company, assets will first be distributed to creditors of the Company, and you may not recover all or any portion of your investment from the distribution of the remaining assets.

In the event of a liquidation and dissolution of the Company, the proceeds realized from the liquidation of the assets of the Company will be distributed only after the satisfaction of the claims of creditors of the Company, including its lenders, management, employees, advisors and holders of the notes issued by the Company. Your ability to recover all or any portion of your investment under such circumstances will, accordingly, depend on the amount of

net proceeds realized from such liquidation and the amount of claims to be satisfied therefrom. As a result, we may not distribute any assets to the Company's stockholders upon liquidation.

THE FOREGOING RISK FACTORS DO NOT PURPORT TO BE A COMPLETE EXPLANATION OF THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE COMPANY. INVESTORS SHOULD READ THIS MEMORANDUM AND ITS APPENDICES IN THEIR ENTIRETY BEFORE MAKING ANY INVESTMENT DECISIONS. INVESTORS ARE ALSO URGED TO CONSULT WITH THEIR OWN LEGAL AND TAX ADVISORS BEFORE MAKING ANY INVESTMENT DECISIONS. IN ADDITION, AS THE COMPANY DEVELOPS AND CHANGES OVER TIME, AN INVESTMENT IN THE COMPANY MAY BE SUBJECT TO ADDITIONAL AND DIFFERENT RISK FACTORS.

BUSINESS OF THE COMPANY

Our mission is to awaken generosity through our proprietary technology and, by doing so, not only generate hope and help for those in need, but also a financial return for our stockholders.

Overview

We are a for-profit company that aspires to catalyze a movement of generosity by providing a rich online experience for donors ("***Donors***"), initially facilitating Donors' gifts of treasure, testimony, and thanks, and eventually encompassing Donors' gifts of time and talent as well. We seek to promote a lifetime of giving to not only our users but also their friends and family by making giving not only rewarding but convenient, providing a one-stop shop for generosity at all levels. To accomplish this goal, we are working to create a fully integrated Uncommon Generosity Ecosystem (the "***Ecosystem***") to encourage, request, fulfill, transmit, and appreciate gifts by (i) the sharing of numerous inspiring stories and testimonies in uncommon ways, (ii) allowing a Donor to discover a "curated" collection of verified non-profit organizations and other individuals who can identify critical financial needs and recommend appropriate solutions ("***Caregivers***") that have demonstrable records of success pursuing causes about which that Donor is most passionate, and (iii) simplifying and enhancing the giving process through the aggregation of new and existing technologies.

We intend to earn fees and revenues for the provision of the Ecosystem to individuals, wealth managers, businesses and Caregivers. We will seek to attract Donors by pricing our services at rates at or below the level of our traditional and digital competitors. We will also seek to earn revenues from Caregivers by addressing their pressing need to increase the level and frequency of donations through facilitating donations to those Caregivers at a much lower cost than traditional third-party fund raising.

We have designed the features and benefits on the Ecosystem to offer younger generations technology that is compatible with their lifestyles and consumer preferences. These features take the complexity out of philanthropy, lowering barriers to those who want to give back through sophisticated vehicles such as donor-advised funds ("***DAFs***").

Our initial go-to-market strategy is to host a cause-based kickoff event for our digital giving platform (the "***Uncommon Giving Platform***" or the "***Platform***") in partnership with one or more Caregivers designed to generate excitement for generosity, increase publicity and awareness of our Company, and encourage Donor engagement on the Uncommon Giving Platform. We envision partnering with select charities and causes to generate excitement for giving transactions and encourage profile creations for the Uncommon Giving Platform among the general public. By building brand awareness and demonstrating the effectiveness of the Uncommon Giving Platform as a new and revolutionary solution for both the Donor and Caregiver, we intend for Uncommon to become the "go to" community for generosity.

Our Opportunity

According to Giving USA 2020: The Annual Report on Philanthropy for the Year 2019, individuals, corporations, and foundations donated $449.64 billion to various charities, nonprofit organizations, churches and ministries. This level of total giving as a percentage of the country's GDP is 2.1%, which has remained relatively flat for the last twenty years. In addition, in 2019, individuals gave $309.66 billion, or 68.9% of the $449.64 billion; this was the second year since 1954 that individuals comprised less than 70% of the total dollars raised for charity.

Despite this stagnant giving rate, our country has simultaneously experienced significant growth in the number of charitable organizations formed in the United States. According to the National Center for Charitable Statistics, in 2016, there were 1.54 million non-profit 501(c)(3) tax exempt organizations ("***NPOs***") in the United States and, according to the IRS Data Book, over 80,000 organizations were granted 501(c)(3) status each year between 2016 and 2019. Many of these new NPOs, along with many existing NPOs, lack the resources and infrastructure to market their causes and raise donations efficiently.

We believe that this stalled level of giving reflects a significant gap between traditional donation methods and the expectations of today's donors who may be more comfortable with Venmo than with charity drives. We are seeking to make it easy to give by providing a full-service and integrated solution aimed at increasing giving activity, reducing "donation friction" for NPOs, generating a deeper, more personal commitment to generosity, and ultimately benefiting those in need.

While the number of NPOs to serve those in need has increased, according to the Generosity Commission, a lower percentage of Americans is giving and volunteering:

- In 2015, only 24% of taxpayers reported making a charitable gift, compared to over 30% a decade earlier;
- Households earning less than $100,000 per year represent a smaller percentage of total giving today versus 2000 (respectively, 25% versus 43%); and
- In 2019, the volunteer rate among Americans reached a 10-year low.

We believe that these negative trends, resulting from generational and economic changes in the demographic landscape, can be reversed, in part, by a giving experience and social community that connects and empowers the hearts and resources (including volunteerism) of individuals who want to be generous to those in need. Our Ecosystem is being designed for precisely this purpose.

We believe that we provide the following key strengths:

Fully Integrated Platform. Our giving platform provides a unique and secure virtual giving experience, enabling us to connect our Donors with our over 1.5 million Caregivers seamlessly and in a meaningful way. Through our Platform, we facilitate donations to fulfill a variety of giving opportunities. We will encourage Caregivers to use video testimonials to motivate people to give and receive an increase in generosity.

Giver Engagement. Our fully integrated Platform would work to facilitate engagement between Donors and Caregivers pursuant to tailored follow-up communications. We intend for these personalized messages and testimonial videos to joyfully enhance the giving experience for Donors, who would be able to see first-hand the impact of their gifts.

Discovery and Education. Our Platform serves as a venue for discovery of giving opportunities, promoting generosity through our Donors' social networks. By utilizing tools such as accounts established within the Platform to receive and disburse funds (each, a "***Digital Wallet***"), Uncommon Investments and Uncommon Charitable Impact, our Donors would be able to make intelligent and tax-efficient financial decisions about their donation activity. Through our Platform, Donors can better inform themselves about donation candidates by reviewing information provided by such Caregivers, as well as each Caregiver's Guidestar report. We would also provide educational opportunities for our Donors, helping them achieve a balance between stewardship of their resources and generosity, to create a sustainable, fulfilling, and positive giving experience for everyone involved.

Our Value Proposition

We expect the benefits of our innovative business model and service offering to be attractive to multiple stakeholders, including our Donors, Caregivers and stockholders. Our goal is to produce a fulfilling, unique and integrated user experience that we believe is not available elsewhere. We intend to create a "community of generosity," utilizing social media, whereby Donors can access our "generosity feed" to learn more about causes and individual charities.

Donors. We plan to seek to encourage broad-scale generosity through our integrated Platform by creating a fun and rewarding experience for Donors, including inspiring videos and stories, access to communities of other like-minded Donors, and centralized communications about current needs. Our Platform will feature a consolidated "dashboard," where Donors can view past gifts, access tax receipts, and review the amount of funds in their Digital Wallet or invested in shares of our common stock purchased.

Caregivers. We aim to help Caregivers increase Donor engagement and generosity on a large scale by using our Platform to create and facilitate our giving Ecosystem, serving as a thought leader and promoter of best practices

in the charitable giving space. We also plan to provide an infrastructure aimed at helping Caregivers attract, facilitate and receive gifts.

Stockholders. We will work to create returns for our investors by generating Platform and processing fees through our Platform and advisory fees through Uncommon Investments. In addition, we may invest funds processed through Uncommon Investments and Uncommon Charitable Impact (while such funds await ultimate transfer to designated Caregivers). Our stockholders will be invited to give funds and word-of-mouth testimonies regarding their giving experiences.

Uncommon Generosity Ecosystem

We have, and will continue to introduce, the various features of our Ecosystem in phases, which include the business components described below. As we are in the early stages of building our business, however, the information below remains subject to further development and may change.

Uncommon Giving Platform

Our digital Platform for giving, including website and mobile applications, is designed to draw attention to potential recipients of gifts and facilitate giving transactions in an efficient and trustworthy manner. The Platform connects Caregivers who have identified financial needs and recommend appropriate solutions to Donors who have the resources and the willingness to fund those financial needs and solutions.

The Platform allows Donors to create online profiles with basic information, fund their Digital Wallets, identify the charitable causes they would like to support and support such causes through the direction of gifts to Caregivers of their choice from their Digital Wallets or by making contributions from their personal funds maintained outside their Digital Wallets and the Platform. Caregivers with potential giving opportunities are also able to create or claim online profiles and post information about tangible needs in their spheres of influence. Upon receipt of a Donor's gift, a Caregiver is then able to provide follow-up communications through the Platform, such as a video testimony showing the use of the gift, whereby the Donor can see the impact of his or her generosity and receive any expressions of gratitude. After the donation is complete, the Donor is asked to rate the donation experience and the gift recipient on a one- to five-star scale, lending credibility and accountability to the entire process.

Our Uncommon Giving Platform is also intended to serve as a generosity archive of our Donors' and Caregivers' giving activities and expressions of gratitude for the gifts given that could then be promoted and shared within their personal Uncommon network of fellow Donors and on various social media platforms. We publish on our Platform Caregivers' and Donors' social media posts about giving opportunities, inspiring individuals and stories, and giving initiated through our Platform, thus magnifying impact by encouraging further giving.

We are currently seeking to develop a proprietary methodology that suggests potential giving opportunities posted by Caregivers. Each giving transaction is recorded and tied to the individual Donor's profile through his or her Digital Wallet – allowing our Platform to effectively and efficiently tailor additional giving opportunities to such Donor and generate reports for such Donor's donation history to streamline his or her yearly tax return preparation for 501(c)(3) eligible gifts effected through the Platform.

Prior to receiving funds through the Platform, each Caregiver undergoes a verification process by which we review various information, including but not limited to its Guidestar® profile, ACH credentials, website, social media profiles, 501(c)(3) status and contact information. In addition, each Caregiver and Donor is required to agree to our terms of use, which contain provisions designed to foster a trusted relationship between us and our users, including a privacy commitment stating that we will not sell our users' data for unaffiliated third-party marketing or solicitation. The terms of use for Caregivers and Donors also outline the obligations of Caregivers and Donors, respectively, including each Caregiver's commitment to use each Donor's donations as recommended by such Donor. By directly connecting Donors with Caregivers whose status is verified, we believe the Uncommon Giving Platform will foster and build a desire to give generously to those in need.

Uncommon Charitable Impact

We utilize a relationship with a separate organization ("***Uncommon Charitable Impact***"), which administers an account created to receive Donor funds and serve as a conduit through which Donors on the Uncommon Giving Platform can receive tax deductibility for their giving activity. Such philanthropic investment vehicles, commonly referred to as DAFs, have gained significant popularity in recent years. Under the current tax laws in the United States, contributions made to DAFs are irrevocable and immediately qualify as tax-deductible. A Donor may either use our Platform to make a direct donation to one or more Caregivers or contribute funds to his or her DAF account at Uncommon Charitable Impact and later recommend that grants be made to designated 501(c)(3) Caregivers from such DAF. We anticipate that Uncommon Charitable Impact, while not obligated to honor the Donor's recommendation, will generally approve the grant and contribute the money to the designated Caregiver following an onboarding process. The Caregiver in return pays UGIV a Platform fee. This ability of Uncommon Charitable Impact is particularly beneficial for Donors who would like to make tax-deductible charitable contributions as part of their long-term financial planning and are open to setting aside funds for future designation to tax-exempt organizations. In addition, we are able to "democratize" DAFs for a wide range of Donors through our relationship with Uncommon Charitable Impact. In contrast to most DAFs, which require a large up-front minimum contribution amount, Uncommon Charitable Impact will allow Donors to open a DAF account with a minimum contribution account of $10.00.

Existing asset management organizations have become significant charitable entities by offering tax advantaged DAFs to individuals. These asset managers have been successful in delivering a product that provides for current year tax deductibility while delaying the decision of which NPO to give the donation to, but have not fully developed the generosity experience to the extent we intend to do so, and have not captured the total giving solution. Our Platform, and our relationship with Uncommon Charitable, seeks to fill these gaps.

Our relationship with Uncommon Charitable Impact is governed by (a) a License Agreement dated as of May 15, 2020 by and between UGIV (our wholly-owned subsidiary) and Uncommon Charitable Impact (the "***License Agreement***") under which UGIV has granted Uncommon Charitable Impact certain non-exclusive, non-transferable, and non-sublicensable rights and licenses to access and use the Platform and, on a royalty free basis, our tradenames and associated logos and (b) a Master Services Agreement dated as of May 15, 2020 by and between UGIV (our wholly-owned subsidiary) and Uncommon Charitable (the "***MSA***") and the related Statements of Work pursuant to which UGIV provides certain technical, administrative and professional services to Uncommon Charitable Impact. Under the terms of the License Agreement, UGIV and Uncommon Charitable Impact will jointly own the user data generated through the Platform.

Under both agreements, UGIV is entitled to certain compensation. Under the License Agreement, UGIV is entitled to a license fee (the "***License Fee***") equal to a fixed percentage of the dollar amount of each gift transacted on the Platform in each month; *provided* that the License Fee will not exceed for the subject month monies received by Uncommon Charitable Impact from normal operations (excluding donations) less (a) third party payment processor fees, (b) insurance premiums for business related coverages, (c) Form 990 preparation costs, (d) legal fees, (e) personnel costs, and (f) other operating costs (capped at $3000 per month). Under the MSA, UGIV is entitled to a services fee (the "***Services Fee***") equal to a fixed percentage of the dollar amount of the donations transacted on the Platform each month; *provided* that the Services Fee will not exceed for the subject month monies received by Uncommon Charitable Impact from normal operations (excluding donations) less (a) third party payment processor fees, (b) insurance premiums for business related coverages, (c) Form 990 preparation costs, (d) legal fees, (e) personnel costs, (f) other operating costs (capped at $3000 per month), and (g) the monthly License Fee.

The term of each of the MSA and License Agreement is 10 years, subject to automatic renewal for consecutive 10-year renewal term unless either party gives at least six months' prior written notice of non-renewal. The MSA will automatically terminate upon termination or expiration of the License Agreement. Either party may terminate the MSA or License Agreement if the other party (a) materially breaches such agreement and such breach is not cured within 30 days after notice of breach or (b) is or becomes insolvent, is unable to pay its debts as they become due, or files (or has filed or commenced against it) a bankruptcy petition. In addition, UGIV may terminate the License Agreement and MSA for convenience on no less than six months' prior written notice. Both agreements provide for mutual (a) confidentiality, (b) non-solicitation of the other party's employees or independent contractors and (c) indemnification for liability resulting from the indemnifying party's gross negligence or willful misconduct related to the agreement, from the indemnifying party's material breach of any of its representations, warranties or

obligations under such agreement and, in the case of the License Agreement, certain other limited circumstances. Our liability to Uncommon Charitable Impact is limited to the aggregate amount actually received from Uncommon Charitable Impact under the License Agreement and MSA during the 12 months immediately prior to the date of the first indemnification claim made by Uncommon Charitable Impact.

Working in collaboration with Uncommon Charitable Impact, we present our Donors with compelling federal tax deductible giving opportunities on local, state, national and international arenas by collaborating with select Caregivers who we believe represent a holistic view of causes we intend to promote. Notably, Uncommon Charitable Impact is also designed to account for direct donations to select Arizona nonprofit organizations, which could allow Donors to take advantage of favorable individual income tax credit treatment offered by Arizona law.

Uncommon Digital Wallet

We have formed and established an online payment processing system ("***Uncommon Digital Wallet***") that is integrated with our Platform to facilitate a seamless giving experience. Through Uncommon Digital Wallet, we make Digital Wallets, or individual deposit/disbursement accounts, available for Donors and Caregivers. Each Donor is able to donate directly to a Caregiver through his or her Digital Wallet, which allows such Donor to house funds and properly disperse monies for charitable giving purposes. Donations through the Platform go directly to a DAF housed under Uncommon Charitable Impact, where they are either immediately granted directly to the Caregiver of the Donor's choice or held in the Donor's Digital Wallet for recommendation of future disbursement to the Caregiver of the Donor's choice. The integrated nature of Uncommon Digital Wallet with the Uncommon Giving Platform effectively links giving opportunities posted by Caregivers with Donors who have funds specifically set aside for charitable purposes.

We provide our Donors a personalized dashboard that allows for them to manage their Digital Wallets, access their giving history, and generate tax receipts on behalf of Uncommon Charitable Impact, all in one virtual location. Uncommon Digital Wallet primarily does business online, with no customer-facing physical locations, thereby minimizing overhead. Its product offerings are simplified and tailored to complement the other components of our Ecosystem.

We plan to incentivize potential Donors to create accounts, customize profiles and open Digital Wallets through several methods, including traditional advertising and marketing strategies, organic and paid search functions, influencers, giving events, and relationships with wealth managers and tax advisors. We currently offer curated "UGIV Funds," whereby Donors can give a single donation to help a group of nonprofits centered around a common cause. In addition, we plan to seek partnerships with employers and other organizations to potentially offer direct deposits into Digital Wallets and matching donation programs. We also intend to offer card-issuing services for our Donors and a related affinity program as a facility to generate more generosity, allowing a Donor to "round up" everyday transactions and place the additional funds into his or her Digital Wallet.

Uncommon Investments

In addition to our UGIV Funds, we intend to offer proprietary investment products, including cause-driven exchange-traded funds, environmentally-friendly and sustainable investments, and other vehicles to our Donors via our proposed "***Uncommon Investments***" functionality. This feature would allow our Donors to support causes that align with their values, with the intention of generating a measurable and socially beneficial impact alongside a competitive financial return.

Impact investing has become an increasingly popular way to generate capital for various causes, offering transparency and accountability to investors as they build portfolios that reflect their values. Uncommon Investments would seek to take the guesswork out of impact investing by recommending investments in proprietary mutual funds that are fully integrated into the Ecosystem and aligned with each Donor's risk profile. This component of our Ecosystem would provide funding mechanisms for Donors who wish to make charitable contributions over time and see their funds grow.

Uncommon Investments would operate pursuant to appropriate regulatory oversight and has applied to the SEC for registered investment advisor status. We have also entered into an agreement with InvestCloud®, a digital platform for wealth management and turnkey asset management programs, that provides us a facility to acquire, hold,

value and report on donor investments held in a DAF. InvestCloud®'s platform houses hundreds of apps for client communication, client automation (digital advice), client management, information warehousing, performance, billing, risk, trading and accounting.

Our relationship with InvestCloud® is governed by a Master Services Agreement, effective as of June 30, 2020, by and between the Company and InvestCloud (the "***InvestCloud Agreement***"), under which the Company, Uncommon Charitable Impact and each of the Company's affiliates and customers (excluding any wealth management acquisitions or mergers) are granted a nonexclusive, nontransferable license to access and use the InvestCloud System Platform (the "***IC-SP***"), a proprietary electronic portal that provides access to various proprietary and third-party services, data and information. InvestCloud will also provide certain technology-related services as agreed to in separate Service Schedule Agreements ("***SSA***"), the first of which is described below, and, upon request, will perform professional services including expert consulting, software development, customization, testing, maintenance, documentation and integration services. All information and data submitted via the services described in the InvestCloud Agreement by or on behalf of us or our users will remain owned by us, as will certain customized visual elements of the user interface elements that may be developed pursuant to an SSA or professional services work order. InvestCloud is entitled to certain compensation in the form of the fees calculated in accordance with any applicable SSA or professional services work order, plus any expenses for which the Company has agreed to reimburse InvestCloud, reasonably incurred in connection with the InvestCloud Agreement.

The initial term of the InvestCloud Agreement is 10 years, subject to automatic renewal for consecutive 10-year terms unless we give at least 120 days' prior written notice of non-renewal. Either party may terminate the InvestCloud Agreement if: (a) the other party materially breaches such agreement and such breach is not cured within 10 days after notice of breach, (b) an order is made or an effective resolution is passed for the dissolution or winding up of the other party, except for the purposes of an amalgamation, merger or restructuring, (c) a trustee takes possession or is appointed over the whole or any part of the undertaking or assets of the other party, (d) the other party becomes insolvent or makes any special arrangements or special assignments for the benefit of its creditors, or files (or has filed or commenced against it) a bankruptcy or insolvency petition, or (e) any regulatory body of which the other party is a member determines that the other party is no longer a member in good standing. Additionally, either party may terminate the InvestCloud Agreement on 30 days' prior written notice if there are no SSAs or service attachments in effect. The InvestCloud Agreement provides for mutual confidentiality. InvestCloud will indemnify us and our affiliates for any liability incurred in connection with any third-party claim to the extent based on: (a) the products, services, or other items or materials provided by InvestCloud infringing any third party's intellectual property rights, or (b) InvestCloud's violation of applicable laws in performance of the services.

Each party's liability under the InvestCloud Agreement is limited with respect to each event or series of connected events to the amount actually received by InvestCloud for the services giving rise to such liability during the twelve months prior to such event or series of events, provided, however, that this limitation does not apply to liabilities resulting from (a) a breach of confidentiality, (b) personal injury or property damage, (c) willful misconduct or gross negligence or (d) InvestCloud's indemnity obligations.

The first SSA (the "***Initial SSA***") is effective as of June 30, 2020, and has an initial term of three years, subject to automatic renewal for additional one-year terms unless (i) the parties enter into an addendum changing such term, or (ii) the Company provides 60 days' notice of nonrenewal. We may terminate the Initial SSA if InvestCloud fails to meet certain service benchmarks.

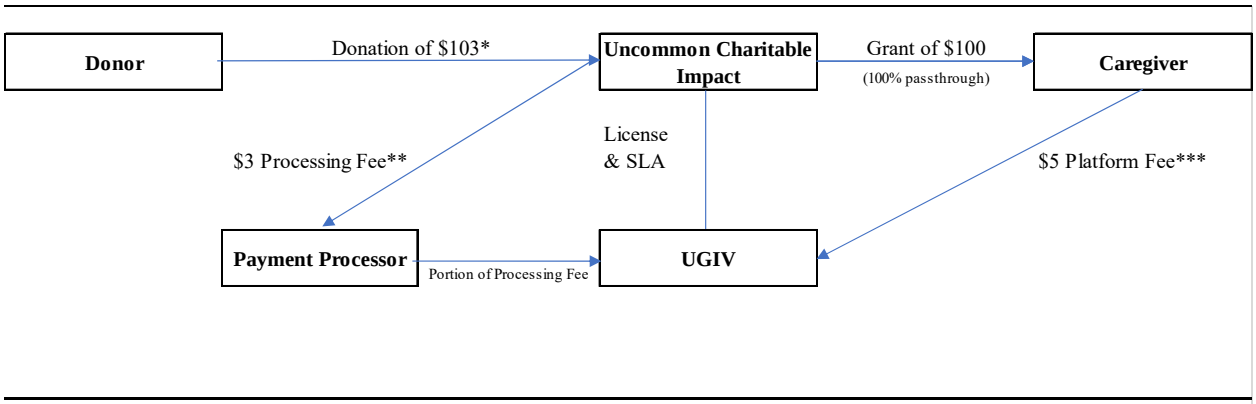
Pursuant to the terms of the Initial SSA, InvestCloud will provide access to the IC-SP in accordance with a certain configuration of apps, as specified in the Initial SSA, and will provide certain support services in connection with the IC-SP. In exchange, we will pay InvestCloud a fixed monthly fee at the following rates: $15,000 per month for the first six months, $17,500 per month for the next six months and $20,000 per month thereafter.

Sources of Revenues

Our revenues will consist of Platform and processing fees generated through the Platform and in the future, we anticipate the receipt of advisory fees generated through Uncommon Investments. In addition, we may derive

revenues and invest funds processed through Uncommon Investments and Uncommon Charitable Impact (while such funds await ultimate transfer to designated Caregivers).

Our method of generating revenues through Platform and processing fees is set forth below:



* All dollar amounts are for illustrative purposes only. Any tip given by the Donor would be retained by Uncommon Charitable Impact.
** Assume Donor agrees to pay processing fee.
*** The Platform Fee would be paid only by nonprofit organizations that have purchased profiles on the Platform.

Uncommon Charitable Impact is a newly-organized entity that is currently in the process of obtaining its own 501(c)(3) status. Until such status is obtained, in order to ensure that Donors' gifts are tax deductible, Uncommon Charitable Impact will be treated as a subordinate organization to another tax-exempt nonprofit organization, Partners in Action, Inc. ("***PIA***"), an Arizona non-profit corporation, and is eligible to receive charitable donations as a member of PIA's group exemption.

Employees

We currently employ a total of 18 persons, including 11 full-time employees.

Competition

We believe we will compete primarily on the basis of the following:

- our ability to attract, retain and engage Donors;
- profile personalization;
- engendering confidence on the part of Donors that their funds are being delivered in accordance with their instructions;
- the integration of Uncommon Digital Wallet, Uncommon Investments and Uncommon Charitable Impact;
- simplicity, transparency and cost effectiveness of our fee structure;
- customer service for our users;
- the onboarding, ease-of-use, speed, availability, and dependability of our Platform;
- focus on the Donor experience; and
- development of our technology, system reliability, data security, and ability to facilitate giving transactions.

The following section describes the competitive landscape for our business.

Uncommon Giving Platform

The market for individual donations is competitive and rapidly evolving. Although a few of our competitors offer charitable giving platforms with a variety of services, most of our competitors can be categorized as (a) crowdfunding sources; (b) credit card form providers; (c) giving systems; (d) donor management systems; or (e) other direct payment methods. In addition, new and existing companies could enter the markets in which we operate in the future, or we may not be able to continue to compete effectively within those markets. Our competitors range from small companies to large, well-established companies with multiple product offerings. Many of our competitors have significant advantages over us, including greater financing, marketing resources, and larger donor bases.

Crowdfunding Sources. Our significant competitors consist of donation-based crowdfunding sources, such as GoFundMe, Frontstream, Pinkaloo, Alma, and Mightycause. Donation-based crowdfunding sources create virtual networks where donation opportunities originate from individuals who identify, fundraise, and seek donations for causes and people they wish to support. Most crowdfunding sources charge a fee ranging from 5% to 8% of each total transaction amount to cover processing and operational costs. The industry is continually evolving, specifically with consolidation including GoFundMe's acquisition of donor-based, charity-focused crowdfunding sites like CrowdRise, YouCaring, and Generosity. While other crowdfunding companies may not currently compete with us directly, some companies, such as Kickstarter, one of the largest and most popular crowdfunding sources in the country, could develop a donation-based portion of their businesses and cause disruption in our target market. Key competitive factors in the donation-based crowdfunding market include reputation, ease of use, transparency, efficiency in use of funds, pricing, and donor engagement.

Credit Card Form Providers. Credit card form providers make available to NPOs a simple credit card form to process donations for a small fee per transaction and in certain cases, other ancillary fees. Certain of the larger providers in this field are PayPal, Vanco, Cornerstone Payments, WePay and Sage.

Giving System Providers. Giving system providers utilize specialized giving software for donations and typically offer a customizable credit card form with a "back office application" used mostly by nonprofit organizations for donation tracking. Certain giving systems offer other features such as landing page builders and campaign management functionality. The primary competitors in this field include Blackbaud, Classy, Click and Pledge, Kimbia, Network for Good, and Webconnex.

Donor Management Systems. Donor management systems consist of customer relationship management systems for NPOs that house donor data. While there are large numbers of providers, the majority of them are small niche companies with a very small market share. Certain large donor management companies, including Blackbaud, Donor Perfect (through a partnership with Network for Good) and Bloomerang (through a partnership with Firespring), also have the capability to process credit card payments.

Other Direct Payment Methods. Other direct payment methods that consumers could use instead of our Platform include new and emerging payment technologies, such as Apple Pay, Venmo, Chase Pay, and Samsung Pay. We may also face increased competition from current competitors or others who introduce or embrace disruptive technology that significantly changes the fundraising industry.

DAFs. Uncommon Charitable Impact will also serve as a supplemental component to our Platform. Although few other DAF providers allow a low minimum contribution amount, DAFs with higher contribution amounts are widely available in the United States. Nevertheless, Uncommon Charitable Impact may compete with several different types of DAF providers, including DAFs sponsored by large independent philanthropic organizations such as the National Philanthropic Trust and the American Endowment Foundation, public and community foundations such as the Peace Development Fund and the Communities Foundation of Texas, and charitable arms of for-profit financial services institutions, such as Fidelity Charitable Gift Fund, the Schwab Charitable, and the Vanguard Charitable Endowment Program.

Uncommon Digital Wallet. Uncommon Digital Wallet adds a supplemental money-transfer element to our Platform. Given the tailored nature of Uncommon Digital Wallet and its services, there are few, if any, direct competitors. Consumers have numerous financing and payment options available to them, and many of these

providers have substantial positions nationally or in the markets in which they operate. Some may have lower cost structures and lower costs of capital.

Intellectual Property

Our ability to protect our intellectual property rights, including our proprietary technology and our Donor data, will be an important factor in the continued growth and success of our business. We will seek to protect our intellectual property rights through a combination of trademark, copyright and trade secret protection, and other intellectual property protections under applicable law. We have registered domain names, trademarks and service marks in the United States, and we have sought to protect and avoid disclosure of our intellectual property through appropriate agreements. In addition, we plan to apply for a process patent to protect our intellectual property rights in our Platform.

Government Regulation and Supervision

This section summarizes some relevant provisions of the principal statutes, regulations, and other laws that may apply to us. The descriptions, however, are not complete and are qualified in their entirety by the full text and judicial or administrative interpretations of those laws and other laws that may affect us.

We will likely be subject to an array of regulatory frameworks in the United States affecting the services that we may offer and the manner in which we may offer them, the risks that we may take, the ways in which we may operate, and our corporate and financial actions. In addition, state, federal and foreign governments may adopt new laws and regulations applicable to our business. Existing and new laws or regulations could affect our business, including but not limited to those in the following areas:

- the pricing and taxation of goods and services offered over the internet;
- the content of websites;
- e-commerce;
- intellectual property;
- Section 501(c)(3) status of various vehicles and entities;
- financial services;
- investment advisory services;
- the online distribution of specific material or content over the internet; and
- the characteristics and quality of applications offered over the internet.

Facilities

Our principal executive offices are located at 7033 E. Greenway Parkway, Suite 110, Scottsdale, AZ 85254, where we lease office space.

Legal Proceedings

We are not currently a party to any material legal proceedings. From time to time, we may be subject to various legal proceedings and claims that arise in the ordinary course of our business activities. Regardless of the outcome, litigation can have a material adverse impact on us because of defense and settlement costs, diversion of management resources, and other factors.

Our director and Chairman of the Board, Gene Baldwin, currently serves on the board of directors of and has an investment in Garden Fresh Restaurants LLC ("***Garden Fresh***"). Garden Fresh filed for Chapter 7 bankruptcy on May 14, 2020 amid a prolonged shutdown of Garden Fresh's restaurants due to the COVID-19 pandemic.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read together with our financial statements and the related notes appearing elsewhere in this Memorandum. This discussion contains forward-looking statements reflecting our current expectations that involve risks and uncertainties. Actual results and the timing of events could differ materially from those discussed in our forward-looking statements as a result of many factors, including those set forth under "*Risk Factors*" and elsewhere in this Memorandum. This Management's Discussion and Analysis and the financial statements and comparative information have been prepared in accordance with accounting principles generally accepted in the United States of America ("***U. S. GAAP***").

The preparation of the financial statements, including the accompanying notes, is the responsibility of management. Management has the responsibility of selecting the accounting policies used in preparing the financial statements. In addition, management's judgment is required in preparing estimates contained in the financial statements.

The Company is a pre-revenue business, which requires upfront cash expenditures to grow, including acquiring customers, with the expectation that the Company will generate revenue over a long period of time. The ongoing working capital requirements of the Company's business model are material and will require additional capital infusions to continue with management's forecasted growth.

Basis of Accounting

The Company's financial statements are prepared in conformity with U.S. GAAP. Any reference to applicable guidance is meant to refer to U.S. GAAP as found in the Accounting Standards Codification and Accounting Standards Updates of the Financial Accounting Standards Board.

Use of Estimates

The preparation of the Company's financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of expenses during the reporting period.

On an ongoing basis, the Company evaluates its estimates using historical experience and other factors, including the current economic environment. Significant items subject to estimates are assumptions used for purposes of determining the useful lives of property and equipment and intangible assets, other-than-temporary impairment of equity investment, the fair value of deferred tax assets and accounting for research and development activities. Management believes its estimates to be reasonable under the circumstances. Actual results could differ from those estimates.

Results of Operations

The Company was incorporated on September 25, 2018. We launched a beta release of our Platform in May 2020 and generated revenues of $572 as of June 30, 2020. The Company recorded no revenues for the year ended December 31, 2019 and the period from inception to December 31, 2018.

Operating Expenses

Loss from operations for the year ended December 31, 2019 and the period from inception to December 31, 2018 amounted to $2,757,153 and $306,937, respectively. Loss from operations for the six months ended June 30, 2020 amounted to $1,374,529. Expenses for the Company included selling, and general and administrative expenses, including but not limited to costs of personnel, consultants, marketing, professional fees, travel, and human resources related, office and other expenses as we developed our business plan and built our Platform.

Net Income (Expense)

Net income (expense) for the year ended December 31, 2019 and the period from inception to December 31, 2018 amounted to $(4,487,200) and $(514,059), respectively. The increase in net expense was primarily a result of a full year of operations in 2019 and the recording of allocated losses on the Company's equity investment in its Strategic Partner, which equity investment was spun off from the Company in March 2020 (*see "Spinoff of Strategic Partner Units" below*).

Net income (expense) for the six months ended June 30, 2020 totaled ($1,914,497). The decrease in net expense is primarily a reduction in operating expenses and the change from the equity method to the cost method of accounting for the Company's equity investment in its Strategic Partner, which equity investment was spun off from the Company in March 2020 as described above, partially offset by an increase in interest expense resulting from the Company's issuance of notes under the Prior Note Offering.

Liquidity and Capital Resources

As of June 30, 2020, the Company's assets consisted of approximately: (a) $2,128,603 in cash; (b) $325,984 in other current assets (primarily, subscription receivables and prepaid expenses), (c) $5,038,563 in fixed and intangible assets (including capitalized Platform costs, capitalized website costs, trademarks and website domains); and (d) $2,654,358 in other assets (including minority investment in private securities and lease deposits). Such assets were funded by (i) $300.00 paid by Messrs. Ron Baldwin and Gene Baldwin (the "***Founders***") to purchase their Founders' Shares (as defined herein), equal to the par value of such Founders' Shares and (ii) $16,019,850 in funds raised as of the date of this Memorandum in private placements. We expect that our capital resources in the near future will be provided primarily by the net proceeds from this Offering.

Notes Issued Under Prior Note Offering

The Company issued $2,525,140 in aggregate principal amount of 12.0% non-convertible unsecured promissory notes due 2024 in the Prior Note Offering, a private placement which closed on July 14, 2020. As consideration for the purchase of each note issued under the Company's Prior Note Offering, the Company issued to each purchaser a warrant to purchase one share of the Company's Common Stock for each $100.00 principal amount of notes issued to such purchaser. Such warrants will be exercisable on or before March 31, 2025 at $10.00 per share (subject to appropriate adjustment in the event of recapitalization events, stock dividends, stock splits, stock combinations, reclassifications, reorganizations or similar events).

The interest on the notes issued under the Prior Note Offering accrues at a rate of 12.0% per annum starting on the date of issuance and is payable in quarterly installments. The first interest payment was made on January 2, 2020, the second interest payment was made on April 1, 2020, and the third interest payment was made on July 1, 2020. The notes will mature on December 31, 2024, unless prepaid earlier. Following the second anniversary of the date of any note, the Company may prepay the outstanding principal balance of such notes, in whole or in part, at any time and from time to time, without premium or penalty. Any such prepayment must be made together with payment of interest accrued on the amount of principal being prepaid through the date of such prepayment. Unless otherwise directed by the Company in writing, each payment will be applied first to accrued unpaid interest and then to principal.

Notes Issued Under Current Note Offering

The Company is currently offering and selling up to $2,500,000 aggregate principal amount of 12.0% non-convertible unsecured promissory notes due 2025 in the Current Note Offering, a currently ongoing private placement. The interest on the notes issued under the Current Note Offering accrues at a rate of 12.0% per annum starting on the date of issuance and will be payable in quarterly installments beginning October 1, 2020. Such notes will mature on December 31, 2025, unless prepaid earlier.

After October 31, 2022, the Company may prepay the outstanding principal balance of such notes, in whole or in part, at any time and from time to time, without premium or penalty. Any such prepayment must be made together with payment of interest accrued on the amount of principal being prepaid through the date of such prepayment. Unless otherwise directed by the Company in writing, each payment will be applied first to accrued unpaid interest and then to principal.

Spinoff of Strategic Partner Units

Prior to March 31, 2020, the Company owned 865,942 Series A Preferred Units (the "***Units***") in a strategic partner (the "***Strategic Partner***"), representing an approximately 16.1% fully diluted interest in the Strategic Partner. The holders of the Company's former Class B common stock were eligible to receive additional dividend preferences, as compared to the holders of the Company's former Class A common stock, after the Company's receipt of funds upon, with respect to the Strategic Partner, (1) any direct or indirect sale, transfer, or other disposition of all or substantially all of the Strategic Partner assets; (2) any direct or indirect merger, acquisition, consolidation, reorganization, recapitalization or other transaction or series of transactions, regardless of form, the result of which is that the persons or entities currently holding or controlling fifty percent (50%) or more of any voting securities of the Strategic Partner no longer holds or controls fifty percent (50%) or more of the voting securities of the Strategic Partner; (3) any public offering and sale of securities of the Strategic Partner pursuant to an effective registration statement or other comparable form filed under the Securities Act of 1933, as amended; or (4) any voluntary or involuntary liquidation, dissolution, or winding up of the affairs of the Strategic Partner (each, a "***Liquidation Event***").

On March 31, 2020, the Company transferred all of the Units to UGC Investment Holding LLC ("***Holding***"), its wholly-owned subsidiary. As consideration for such transfer, Holding issued a secured promissory note to the Company in the principal amount of $5 million (the "***Holding Note***"). The Holding Note, dated as of March 31, 2020, provides for a five-year term and is secured against the Units. Interest on the Holding Note (a) accrues at a rate equal to the lesser of (i) the rate of interest per annum equal to eight percent (8%) or (ii) the maximum rate of interest which may be charged, contracted for, taken, received or reserved by the Company in accordance with applicable state law, and (b) shall be capitalized and added to the outstanding principal balance of the Holding Note on the first day of each calendar quarter ("***PIK Interest***"). Upon being capitalized and added to the then-aggregate outstanding principal balance of the Holding Note, the PIK Interest will be treated as principal of the Holding Note.

Immediately after the transfer and the issuance of the Holding Note, the Company declared a special dividend of one Class A Unit of Holding and one Class B Unit of Holding per share of Common Stock of the Company (whether Class A common stock or Class B common stock, but excluding any unissued shares underlying any outstanding warrants issued by the Company) held by each of the holders of record of the Company's Common Stock as of the close of business on March 31, 2020 (collectively, the "***Spinoff***").

The rights of the Holding units virtually mirror the rights of the Company's former Class A common stock and Class B common stock, except that the Class B Special Dividend (as defined in Holding's limited liability company agreement, the "***Holding Class B Special Dividend***") is immediately payable to the holders of Class B units of Holding after the satisfaction in full of Holding's debt obligations to the Company and any other liabilities (including the repayment of the Holding Note).

The Company does not own an equity interest in Holding. Nevertheless, the financial statements of Holding have been consolidated with the financial statements of the Company under the principles of variable interest entity accounting. The only assets of Holding are the Units. Accordingly, in the unlikely event that a Liquidation Event does not occur, or if Holding receives less than $5 million as a result of a Liquidation Event, Holding would be unable to pay all or a portion of the principal and interest due under the Holding Note, and the Company would ultimately bear a loss to the extent of such shortfall.

In light of the Spinoff and the Holding Class B Special Dividend, the Company solicited and received the written consent of its stockholders to reclassify all of its authorized shares of former Class A common stock and Class B common stock into a single class of Common Stock.

Loan Agreements

Paycheck Protection Program Loan Agreement

On April 10, 2020, we entered into a loan agreement with InBank (the "***Lender***") for a United States Small Business Administration loan pursuant to the Paycheck Protection Program promulgated by the Coronavirus Aid, Relief and Economic Security (CARES) Act in the amount of $192,797.50. On June 30, 2020, the Company believes it met the requirements to have $182,797.50 of the loan forgiven and recorded the forgiveness of the loan.

Senior Secured Loan Agreement

On May 27, 2020, we entered into a senior secured business loan agreement (the "***Loan Agreement***") by and among the Company, Ron Baldwin as guarantor, and the Lender pursuant to which loans or other extensions of credit would be made to the Company in an aggregate principal amount of up to $1,500,000.

The full borrowing capacity under the Credit Agreement was available to the Company as of the date of this Memorandum. Our obligations under the Loan Agreement are guaranteed by our Chief Executive Officer, Mr. Ron Baldwin, and secured by a pledge in the Holding Note. The promissory note pursuant to the Credit Agreement matures on May 26, 2021 and bears a variable interest rate subject to change from time to time based on the prime rate as published in the Wall Street Journal Money, computed on a 365/360 basis.

The Loan Agreement contains customary affirmative and negative covenants, including covenants limiting our ability to, among other things, grant liens, incur debt, sell with recourse any of our accounts (except to the Lender), engage in business activities substantially different than those in which we are presently engaged, enter into certain transactions, cease operations, liquidate, merge or restructure, pay dividends or distributions on our capital stock, and enter into transactions with affiliates. As of the date of this Memorandum, we were in compliance with all covenants set forth in the Loan Agreement.

Plan of Operations

We launched the Uncommon Giving Platform in May 2020. Our initial go-to-market strategy is to partner with Caregivers and generate excitement for generosity, increase publicity and awareness of our Company, and encourage Donor engagement on the Uncommon Giving Platform. We envision continuing to partner with select Caregivers and causes to generate excitement for giving transactions and encourage profile creations for the Uncommon Giving Platform among the general public. By building brand awareness and demonstrating the effectiveness of the Uncommon Giving Platform as a new and revolutionary solution for both the Donor and Caregiver, we intend for Uncommon to become the "go to" community for generosity.

Recent Trends

According to the *Wall Street Journal*, many NPOs have experienced adverse effects as a result of the COVID-19 pandemic, due to cancellation of fundraisers, increased demand for services, increased costs and potential reduction in government funding, among other reasons.[1] The full effect of the COVID-19 pandemic on the charitable giving and the related generosity industry is unknown.

[1] Betsy Morris, "Nonprofits Face Bleak Future as Revenue Dries Up Amid Coronavirus," *Wall Street Journal*, May 11, 2020, https://www.wsj.com/articles/nonprofits-face-bleak-future-as-revenue-dries-up-amid-coronavirus-11589223487.

ELIGIBILITY REQUIREMENTS

Only accredited investors are eligible to participate in the Offering. The Securities will not be registered under the Securities Act or the securities laws of any other applicable jurisdictions in reliance upon exemptions contained in the Securities Act and other applicable laws for transactions not involving any public offering. The Company will not register as an "investment company" under the Company Act, pursuant to one or more exclusions provided from that definition under the Company Act.

Accredited Investors

Each of the following persons, among others, generally will qualify as an "accredited investor":

Institutions. Any bank, savings and loan association, registered broker or dealer, insurance company, registered investment company or business development company. In addition, any employee benefit plan established and maintained by a state (or its subdivisions or agencies) if the plan has over $5,000,000 in total assets, as well as any employee benefit plan within the meaning of the U.S. Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder, if the investment decision is made by a plan fiduciary which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the plan has total assets in excess of $5,000,000, or if the plan is a self-directed plan, with investment decisions made solely by accredited investors.

Corporations, Partnerships, Limited Liability Companies, Charitable Organizations and Other Entities and Organizations. Any organization described in Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended, a corporation, trust, partnership, limited liability company or other organization or entity that was not formed for the specific purpose of acquiring Securities and has total assets in excess of $5,000,000.

Natural Persons/Net Worth Test. Any natural person who has an individual net worth, or joint net worth with that person's spouse, at the time of purchase of the Securities that exceeds $1,000,000. As used in this item, "***net worth***" means the excess of total assets at fair market value, including home furnishings and automobiles, over total liabilities; provided that (a) the person's primary residence will not be included as an asset, (b) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the issuance of the Securities, will not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the issuance of the Securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess will be included as a liability), and (c) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of the Securities will be included as a liability.

Natural Persons/Income Test. Any natural person who had an individual income in excess of $200,000 in each of the two most recent years, or joint income with that person's spouse in excess of $300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year.

Trusts. Any trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring Securities, whose purchase is directed by a sophisticated person (*i.e.*, someone who has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of the prospective investment).

Entity Owned Solely by Accredited Investors. Any entity in which all of the equity owners are accredited investors.

The satisfaction of the foregoing eligibility requirements does not necessarily mean that an investment in the Company is a "suitable" investment for a potential Investor. Each potential Investor should consult with his, her or its own independent financial, legal and tax advisors to determine whether or not an investment in the Company is a suitable investment. The eligibility information contained herein is qualified in its entirety by the information set forth in the Offering Documents.

THE OFFERING

We are offering to sell and issue up to 500,000 Securities, each of which consist of (a) one share of Common Stock and (b) one Warrant to purchase 0.2 shares of Common Stock. For example, if an Investor purchased 10,000 Securities, such Investor would receive 10,000 shares of Common Stock and a Warrant to purchase 2,000 shares of Common Stock. The Warrants will be exercisable on or before December 31, 2025 at $10.00 per share (subject to appropriate adjustment in the event of recapitalization events, stock dividends, stock splits, stock combinations, reclassifications, reorganizations or similar events). The Securities will be sold solely to accredited investors for maximum aggregate gross proceeds of $5,000,000. Each Security will be sold at a price of $10.00 per Security, with a minimum subscription requirement of 2,500 Securities per Investor (although the Company may, in its sole discretion, accept a fractional subscription below that amount), which represents a minimum purchase price of $25,000.

The Offering will terminate on the earlier of (a) the date on which the entire Offering is fully subscribed, or (b) December 31, 2020, provided however, the Board may, in its sole discretion, extend or shorten the offering past such date. If fully subscribed, the Securities will constitute 21.9% of the ownership of the Company on a fully diluted basis, assuming the Securities are sold entirely on or before December 31, 2020.

Sales Materials

No person has been authorized by us to make any representations or furnish any information with respect to the Company or the Securities other than as set out in this Memorandum. This Memorandum has been prepared solely for the benefit of persons to whom the Securities are being offered. Any reproduction or distribution of this Memorandum or the disclosure of any of its contents without our prior written consent is prohibited. This Memorandum is not a prospectus or an advertisement, and the Offering is not being made to the general public. By accepting delivery of this Memorandum, you agree to return it and all documents furnished with it to us or our representatives, if any, immediately upon request if the recipient does not purchase any of the Securities.

Best Efforts Offering

Offers and sales of the Securities will be made on a "best efforts" basis by the officers of the Company, which will not receive any compensation for such services. **None of the proceeds received for subscriptions will be held in escrow and there is no minimum number of Securities that must be sold in the Offering.** The Company will accept subscriptions for Securities as they are received. As a result, we cannot assure that the Company will raise sufficient funds in the Offering to carry out its business plan as currently proposed, or that the net proceeds from the initial subscriptions for the Securities will be in an amount sufficient to enable the Company to continue its plans for growth in any meaningful manner. In the event that an adequate amount of subscriptions is not received and accepted by the Company, the Company will likely be forced to curtail its plans for growth, which may result in the total loss of your investment in the Securities.

Limitation of Offering

The Offering is made in reliance upon applicable exemptions from registration under the Securities Act and state securities laws. Accordingly, distribution of this Memorandum has been strictly limited to persons satisfying the investor suitability requirements of the Offering, and this Memorandum does not constitute an offer to sell or a solicitation of an offer to buy with to any person not satisfying those qualifications.

Access to Information

You are invited to meet with or contact our Director of Investor Relations at investorrelations@uncommon.today or (480) 590-5231 to review any written materials or documents relating to the Offering that the Company possesses or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of the information furnished in this Memorandum. We will answer all inquiries from you relating to the Offering and will provide copies of all documents or agreements referenced in the Memorandum, and not otherwise provided with the Offering Documents, upon request.

SELECTED FINANCIAL INFORMATION OF THE COMPANY

Uncommon Giving Corporation
Consolidated Balance Sheets (Unaudited)
December 31, 2018, December 31, 2019 & June 30, 2020

	December 31,		
Assets	**2018**	**2019**	**June 30, 2020**
Current Assets			
Cash and Cash Equivalents	$368,835	$1,969,076	$2,128,603
Accounts Receivable	0	0	342
Other Receivables	0	0	200,284
Prepaid Expenses	5,082	107,417	125,358
Total Current Assets	373,917	2,076,493	2,454,587
Property and Equipment			
Furniture & Equipment	2,807	2,807	2,807
Less Accumulated Depreciation	(156)	(1,053)	(1,521)
Property and Equipment	2,651	1,754	1,286
Intangible Assets			
Trademarks	0	4,516	4,516
Domain Names	30,000	42,700	48,208
Licenses	500,000	500,000	0
Platform Software - WIP	215,653	3,430,356	4,835,492
Website - WIP	0	105,635	170,320
Website	0	5,250	5,250
Less Accumulated Amortization	(25,500)	(128,447)	(6,509)
Intangible Assets	720,153	3,960,010	5,057,277
Other Assets			
Minority Equity Investment	3,922,377	2,870,832	2,646,835
Investment in UGIV, LLC	0	459	0
Deposits	0	7,523	7,523
Total Assets	**$5,019,098**	**$8,917,071**	**$10,167,508**
Liabilities & Stockholders' Equity			
Liabilities			
Current Liabilities			
Accounts Payable	$285,806	$246,066	$390,525
Accrued Payroll Expenses	7,672	74,054	13,003
Accrued Interest Payable	0	0	53,713
Accrued License Fee Payable	500,000	250,000	0
Bank Line of Credit	0	0	1,500,000
Notes Payable - Short Term	0	0	50,340
Other Current Liabilities	25,774	132	0
Total Current Liabilities	819,252	570,252	2,007,581
Long-Term Liabilities	0	1,616,357	2,394,122
Total Liabilities	**819,252**	**2,186,609**	**4,401,703**
Stockholders' Equity			
Preferred Stock, $0.001 par value; 2,000,000 shares authorized; no shares issued and outstanding	0	0	0
Common Stock, voting, $0.001 par value; 13,000,000 shares authorized; 1,649,471 shares issued and outstanding	800	1,507	1,607
Additional Paid in Capital	4,713,105	11,730,214	12,679,954
Accumulated Earnings (Deficit)	(514,059)	(5,001,259)	(6,915,756)
Total Equity	**4,199,846**	**6,730,462**	**5,765,805**
Total Liabilities & Stockholders' Equity	**$5,019,098**	**$8,917,071**	**$10,167,508**

Uncommon Giving Corporation
Consolidated Statement of Income (Loss) (Unaudited)
For the Years Ended December 31, 2018 & 2019, and
For the Six Months Ended June 30, 2020

	Years Ended December 31,		6 Months Ended
	2018	2019	June 30, 2020
Revenue	**$0**	**$0**	**$572**
Cost of Goods Sold	0	0	58,457
Gross Profit	**0**	**0**	**(57,885)**
Expenses			
Personnel Costs	94,940	987,929	553,608
Consultants	62,553	485,182	71,066
Insurance	0	20,747	19,290
IT Expense	47,228	65,445	39,009
Marketing	633	382,534	96,339
Occupancy	0	84,400	66,478
Professional Fees	17,278	455,018	408,200
Product Development	0	15,715	0
Travel & Meetings	74,772	202,056	31,122
Franchise Tax	0	0	21,378
Grants	0	0	20,000
Conferences	0	23,347	2,779
HR Administration	0	0	37,213
Office Expense	4,619	22,500	4,946
Other Expense	4,914	12,280	3,101
HR Related, Office and Other Expense	9,533	58,127	48,039
Total Expenses	306,937	2,757,153	1,374,529
Net Operating Income	**(306,937)**	**(2,757,153)**	**(1,432,414)**
Other Income (Expense)			
Interest Income	0	0	108
Conditional Grant Income	0	0	192,798
Gain (Loss) on Equity Investment	(181,466)	(1,599,256)	(223,997)
Interest Expense	0	(26,897)	(109,962)
Loss on Disposal of License	0	0	(329,167)
Amortization & Depreciation	(25,656)	(103,844)	(11,863)
Income Tax Expense	0	(50)	0
Total Other Income (Expense)	(207,122)	(1,730,047)	(482,083)
Net Income	**($514,059)**	**($4,487,200)**	**($1,914,497)**

Uncommon Giving Corporation
Statement of Changes in Shareholders' Equity (Unaudited)
For the Years Ended December 31, 2018 & 2019, and
For the Six Months Ended June 30, 2020

	Shares	Common Stock	Additional Paid in Capital	Accumulated Deficit	Total
Balance at September 25, 2018	0	$ -	$ -	$ -	$ -
Issuance of common shares	800,000	800	4,999,500	-	5,000,300
Cost of issuance of common shares		-	(286,395)	-	(286,395)
Net loss		-	-	(514,059)	(514,059)
Balance at December 31, 2018	800,000	$ 800	$ 4,713,105	$ (514,059)	$ 4,199,846
Issuance of common shares	707,000	707	7,069,293	-	7,070,000
Issuance of warrants	0	-	44,801	-	44,801
Cost of issuance of common shares	0	-	(96,985)	-	(96,985)
Net loss	0	-	-	(4,487,200)	(4,487,200)
Balance at December 31, 2019	1,507,000	$ 1,507	$ 11,730,214	$ (5,001,259)	$ 6,730,462
Issuance of common shares	99,971	100	999,610	-	999,710
Cost of issuance of warrants		-	11,530	-	11,530
Cost of issuance of common shares		-	(61,400)	-	(61,400)
Net Loss				(1,914,497)	(1,914,497)
Balance at June 30, 2020	**1,606,971**	**$ 1,607**	**$ 12,679,954**	**$ (6,915,756)**	**$ 5,765,805**

Uncommon Giving Corporation

Consolidated Statement of Cash Flows (Unaudited)

For the Years Ended December 31, 2018 & 2019, and

For the Six Months Ended June 30, 2020

	Years Ended December 31,		6 Months Ended
	2018	2019	June 30, 2020
CASH FLOWS FROM OPERATING ACTIVITIES			
Net Loss	**($514,059)**	**($4,487,200)**	**($1,914,497)**
Adjustments to reconcile Net Loss to Net cash from operations activities:			
Amortization Expense	25,500	100,180	9,772
Depreciation Expense	156	3,664	2,091
Amortization & Depreciation Expense	25,656	103,844	11,863
Net Change in:			
Accounts Receivable	0	0	(342)
Other Receivables	0	0	(200,284)
Prepaid Expenses	(5,082)	(102,335)	(17,941)
Accounts Payable	285,806	(39,740)	144,459
Accrued Payroll Expenses	7,672	66,382	(61,051)
Accrued Interest Payable	0	0	53,713
Other Accrued Expenses	25,774	(25,642)	(132)
Net cash from operating activities	**(174,233)**	**(4,484,691)**	**(1,984,212)**
CASH FLOWS INVESTING ACTIVITIES			
Purchase of property and equipment	(2,807)	0	0
Investment in Trademarks	0	(4,516)	0
Investment in Domain Names	(30,000)	(12,700)	(5,508)
Investment in Platform Software - WIP	(215,653)	(3,214,703)	(1,405,136)
Investment in Website - WIP	0	(105,635)	(64,685)
Investment in Website	0	(5,250)	0
Investment in Technology License	0	(250,000)	116,667
Investment in Minority Equity	(2,672,377)	1,051,086	224,456
Deposits	0	(7,523)	0
Net cash from investing activities	**(2,920,837)**	**(2,549,241)**	**(1,134,206)**
CASH FLOWS FROM FINANCING ACTIVITIES			
Bank Line of Credit	0	0	1,500,000
Other Short Term Loans	0	0	50,340
Long Term Debt	0	1,616,357	777,765
Sale of Common Stock	3,750,300	7,070,000	999,710
Capital Raise Costs	(286,395)	(52,184)	(49,870)
Net cash from financing activities	**3,463,905**	**8,634,173**	**3,277,945**
Net cash increase for period	**368,835**	**1,600,241**	**159,527**
Cash at beginning of period	0	368,835	1,969,076
Cash at end of period	**$368,835**	**$1,969,076**	**$2,128,603**

Supplemental noncash disclosures	
Non-cash Investing Activities	$500,000
Non-cash Financing Activities	
Stock contributed in lieu of cash for issurance of common shares	$1,250,000

HOW TO SUBSCRIBE

Subscription Documents

Each person desiring to acquire Securities must complete, execute and return originals of the Subscription Documents (as defined below) to the Company. By executing the Subscription Agreement, you are agreeing that, in the event that the Company accepts your subscription, you will be obligated to purchase the number of Securities specified in the Subscription Agreement and that the Company is strictly relying upon your responses, representations and warranties contained in the Subscription Agreement. You are also acknowledging that the Securities will be subject to the terms and conditions of the Certificate of Incorporation, the Bylaws and the Warrant.

The Company reserves the right to and may reduce the subscription amount you request by any amount down to the minimum subscription required or may reject in its entirety your requested subscription for any reason. Subscriptions will be rejected, in whole or in part, for failure to conform to the suitability requirements described in this Memorandum under the heading "*Eligibility Requirements*," insufficient documentation, over-subscription to the Offering or such other reason as we determine in our sole discretion to be in the best interest of the Company. In the event of rejection, your check (or the amount thereof) and related Subscription Documents will be returned and in the event of a partial rejection, a pro rata amount will be returned. Any such return of funds will be made without interest.

How to Subscribe Online

To subscribe for Securities online, you should:

- Verify your accredited investor status by visiting the website of our technology partner and vendor, Colonial Stock Transfer Company, Inc. ("***Colonial***"): www.colonialstock.com/investorcheck.
    - Enter offering code 353535.
- Provide the requested information, including personal information and the amount you would like to invest.
    - You will be asked to upload documents to verify that you are eligible to invest in the Offering as an accredited investor (*see* "*ELIGIBILITY REQUIREMENTS*").
- Once you receive confirmation of your accredited investor status via email, go to www.uncommon.today (the "***Site***") and click "Invest Now."
- Enter the Accredited Investor Confirmation Number that has been provided to you and continue the process of completing required information for your investment.

When you click on "Invest Now," Colonial will ask that you:

- Carefully review this entire Memorandum and the other documents on the Site, including the Subscription Documents; and
- Execute (electronically) the Subscription Documents, which are available for download on the Site.

If you need assistance with subscribing for Securities online, please contact our Director of Investor Relations at investorrelations@uncommon.today or (480) 590-5231.

How to Subscribe Offline

To subscribe for Securities offline, rather than through the Site, you should deliver to:

Uncommon Giving Corporation
Director of Investor Relations
7033 E. Greenway Parkway, Suite 110
Scottsdale, AZ 85254
investorrelations@uncommon.today
(480) 590-5231

the following items (the "***Subscription Documents***"):

- one completed, executed and dated original of the Subscription Agreement;
- one of the following forms of documentation to verify your accredited investor status:
  - if you are an accredited investor on the basis of income (individual income in excess of $200,000 for individuals, or joint income in excess of $300,000 for spouses), any Internal Revenue Service form that reports your income for the two most recent years, along with your written representation that you have a reasonable expectation of reaching the income level necessary to qualify as an accredited investor during the current year;
  - if you are an accredited investor on the basis of net worth (net worth in excess of $1 million), one of the following types of documents dated within the past three months, along with your written representation that all liabilities necessary to make a determination of net worth have been disclosed: bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, appraisal reports issued by independent third parties, or a consumer report from at least one nationwide consumer reporting agency; or
  - written confirmation from one of the following persons or entities that such person or entity has taken reasonable steps to verify that you are an accredited investor within the prior three months and has determined that you are an accredited investor: (a) a registered broker-dealer; (b) an investment advisor registered with the Securities and Exchange Commission; (c) a licensed attorney in good standing under the laws of his or her jurisdiction; or (d) a certified public accountant, duly registered and in good standing under the laws of the place of his or her residence or principal office.
- one completed, executed and dated original of the Warrant;
- the amount of the subscription in immediately available United States funds at the wire instructions to be provided by our Director of Investor Relations upon request; and
- such other exhibits to the Subscription Agreement and other documents as we may require, depending upon your circumstances.

Subscription Payments Not Held in Escrow

None of the proceeds received for subscriptions will be held in escrow, and there is no minimum number of Securities that must be sold in the Offering in order for the Company to utilize your subscription proceeds. The Company will accept subscriptions for Securities as they are received. As a result, we cannot assure that the Company will raise sufficient funds in the Offering to carry out its business plan as currently proposed, or that the net proceeds from the subscriptions for Securities will be in an amount sufficient to enable the Company to continue operations in any meaningful manner. Among other risks, in the event that an adequate number of subscriptions are not received and accepted by the Company, the Company would likely be forced to curtail or cease its activities, which may result in a total loss of your investment in the Securities.

ESTIMATED USE OF PROCEEDS

Generally

Set forth below is an estimated use of proceeds assuming we receive gross proceeds of $5,000,000 from the Offering. We reserve the right, in our sole discretion, to raise up to $5,000,000 in gross proceeds in this Offering. *See* "*THE OFFERING*." We reserve the right to change the use of funds from the Offering based on changing market and business conditions as determined by our management. The following is the current planned use of proceeds from the Offering.

The gross proceeds obtained from the Offering will be applied first against any expenses incurred in the Offering and then to the planned uses listed below to the extent funds are available:

No.	Description of Planned Use	Estimated Amount ($5 million)
1.	Fund the development and growth of Uncommon	$4.3 million
2.	Establish cash reserves	$0.2 million
3.	Other general corporate purposes	$0.5 million

Our management team will have broad discretion in the application of the net proceeds we receive from the Offering, and Investors will be relying on the judgment of our management regarding the application of the net proceeds. In the event that the Offering raises less than $5,000,000, we will reduce the use of funds for each item proportionally.

Expenses of the Board and Officers

We intend to pay for or reimburse our directors and officers for all reasonable out-of-pocket expenses incurred in connection with the Offering. Other than such reimbursements and compensation paid to our executive officers, no payments will be made to directors and officers from the proceeds of this Offering.

DIVIDEND POLICY

Subject to preferences that may be applicable to any then-outstanding preferred stock and any contractual obligations, holders of our Common Stock will be entitled to receive dividends, if any, as may be declared from time to time by our Board out of legally available funds. The rights of such holders are subject to the rights of any senior obligations issued by the Company, including the Company's obligation to prepay any notes issued by the Company. *See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS – Liquidity and Capital Resources – Notes Issued Under Prior Note Offering" and "– Notes Issued Under Current Note Offering."* In addition, our loan agreement with InBank includes covenants limiting our ability to pay dividends or distributions on our capital stock. *See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS – Loan Agreements."* However, we do not anticipate declaring or paying any dividends on our capital stock in the foreseeable future, as we intend to retain all of our future earnings to finance the expansion of our business.

CAPITALIZATION

We are offering to sell and issue up to 500,000 Securities, each of which consist of (a) one share of Common Stock and (b) one Warrant to purchase 0.2 shares of Common Stock. For example, if an Investor purchased 10,000 Securities, such Investor would receive 10,000 shares of Common Stock and a Warrant to purchase 2,000 shares of Common Stock. The Warrants will be exercisable on or before December 31, 2025 at $10.00 per share (subject to appropriate adjustment in the event of recapitalization events, stock dividends, stock splits, stock combinations, reclassifications, reorganizations or similar events). The Securities will be sold solely to accredited investors for maximum aggregate gross proceeds of $5,000,000. We may issue additional Securities to our directors, officers, contractors and employees as consideration for their services to the Company. There is no minimum number of Securities that must be sold in the Offering. All proceeds from the sale of the Securities may be accepted by the Company as received and immediately deposited in our general account.

Prior to the date of this Memorandum, we issued 300,000 shares of Common Stock to the Founders (consisting of 225,000 shares of Common Stock to Ron Baldwin and 75,000 shares of Common Stock to Gene Baldwin) for par value in consideration for their work in founding the Company (the "***Founders' Shares***"). We also issued 1,349,471 shares of Common Stock to investors in our private offering of Common Stock and warrants which closed on July 14, 2020 (the "***Prior Equity Offering***").

As of June 30, 2020, the Company's assets consisted of approximately: (a) $2,128,603 in cash; (b) $325,984 in other current assets (primarily, subscription receivables and prepaid expenses), (c) $5,038,563 in fixed and intangible assets (including capitalized Platform costs, capitalized website costs, trademarks and website domains); and (d) $2,654,358 in other assets (including minority investment in private securities and lease deposits). Such assets were funded by (i) $300.00 paid by the Founders to purchase their Founders' Shares (as defined herein), equal to the par value of such Founders' Shares and (ii) $16,019,850 in funds raised as of the date of this Memorandum in private placements.

The following table sets forth information regarding the ownership of the Company immediately after the Offering:

	SHARES OUTSTANDING AFTER THE OFFERING	
	Fully Subscribed	
Share Class	**Number of Shares**	**Percent Ownership of Company***
Founders' Shares	300,000	13.96%
Investors' Shares (Prior Equity Offering & this Offering)	1,849,471	86.04%
Total	**2,149,471**	**100.00%**

	SHARES OUTSTANDING AFTER THE OFFERING ON A FULLY DILUTED BASIS**	
Founders' Shares	300,000	10.93%
Shares Issued under LTIP	200,000	7.29%
Warrant Shares (Prior Equity Offering)	269,894	9.83%
Warrant Shares (Prior Notes Offering)	25,251	0.92%
Warrant Shares (this Offering)	100,000	3.64%
Investors' Shares (Prior Equity Offering & this Offering)	1,849,471	67.39%
Total	**2,744,616**	**100.00%**

* Any stock-settled vesting of our SARs awards, issuances of equity awards under our LTIP and issuances in connection with future offerings will dilute the percentage ownership held by Investors who purchase Securities in this Offering.

** This chart shows the capitalization structure of the Company after the exercise of Warrants issuable through the Offering representing the maximum amount of shares available for issuance under this Offering, the Company's prior private placements, and the distribution of equity awards should all of the Securities in this Offering be purchased prior to December 31, 2020, which would include Warrants to purchase 0.2 shares of Common Stock.

DESCRIPTION OF CAPITAL STOCK

General

As of the date of this Memorandum, our authorized capital stock includes 13 million shares of Common Stock, par value $0.001 per share, and 2 million shares of preferred stock, par value $0.001 per share.

Common Stock

Dividend Rights

Subject to preferences that may be applicable to any then-outstanding preferred stock and any contractual obligations, holders of our Common Stock will be entitled to receive dividends, if any, as may be declared from time to time by our Board out of legally available funds. The rights of such holders are subject to the rights of any senior obligations issued by the Company, including the Company's obligation to prepay any notes issued by the Company. *See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS – Liquidity and Capital Resources – Notes Issued Under Prior Note Offering" and "– Notes Issued Under Current Note Offering."* In addition, our loan agreement with InBank includes covenants limiting our ability to pay dividends or distributions on our capital stock. *See "MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS – Loan Agreements."*

Voting Rights

Except as required by law or matters relating solely to the terms of preferred stock, each outstanding share of Common Stock will be entitled to one vote on all matters submitted to a vote of stockholders. Holders of shares of our Common Stock will have no cumulative voting rights. Except with respect to matters relating to the election and removal of directors on our Board and as otherwise provided in our Certificate of Incorporation, our Bylaws or required by law, all matters to be voted on by our stockholders will require the approval of a majority of the shares present in person or by proxy at the meeting and entitled to vote on the subject matter. Directors will be elected by a plurality of the shares present in person or by proxy at the meeting and entitled to vote on the election of directors.

Liquidation

In the event of the liquidation, dissolution or winding up of the Company, holders of our Common Stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities and the satisfaction of any liquidation preference granted to the holders of any then-outstanding shares of preferred stock.

Rights and Preferences

Holders of our Common Stock will have no preemptive, conversion, subscription or other rights, and there will be no redemption or sinking fund provisions applicable to our Common Stock. The rights, preferences and privileges of the holders of our Common Stock will be subject to, and may be adversely affected by, the rights of the holders of shares of any series of our preferred stock that we may designate in the future.

Undesignated Preferred Stock

The Board may, without further action by our stockholders, from time to time, direct the issuance of shares of preferred stock in series and may, at the time of issuance, determine the designations, powers, preferences, privileges, and relative participating, optional or special rights as well as the qualifications, limitations or restrictions thereof, including, but not limited to:

- the designation of the series;
- the number of shares of the series, which the Board may, except where otherwise provided in the preferred stock designation, increase or decrease, but not below the number of shares then outstanding;
- whether dividends, if any, will be cumulative or non-cumulative and the dividend rate of the series;
- the dates at which dividends, if any, will be payable;

- the redemption rights and price or prices, if any, for shares of the series;
- the terms and amounts of any sinking fund provided for the purchase or redemption of shares of the series;
- the amounts payable on shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Company;
- whether the shares of the series will be convertible into shares of any other class or series, or any other security, of the Company or any other entity, and, if so, the specification of the other class or series or other security, the conversion price or prices or rate or rates, any rate adjustments, the date or dates as of which the shares will be convertible and all other terms and conditions upon which the conversion may be made;
- restrictions on the issuance of shares of the same series or of any other class or series; and
- the voting rights, if any, of the holders of the series.

Satisfaction of any dividend preferences of outstanding shares of preferred stock would reduce the amount of funds available for the payment of dividends on shares of our Common Stock. Holders of shares of preferred stock may be entitled to receive a preference payment in the event of our liquidation before any payment is made to the holders of shares of our Common Stock. Under specified circumstances, the issuance of shares of preferred stock may render more difficult or tend to discourage a merger, tender offer or proxy contest, the assumption of control by a holder of a large block of our securities or the removal of incumbent management. We may issue shares of preferred stock with voting and conversion rights which could adversely affect the holders of shares of our Common Stock and the market value of our Common Stock. Upon consummation of this Offering, there will be no shares of preferred stock outstanding, and we have no present intention to issue any shares of preferred stock.

Anti-Takeover Effects of Our Certificate of Incorporation and Bylaws and Certain Provisions of Delaware Law

Our Certificate of Incorporation and Bylaws contain provisions that may delay, defer or discourage another party from acquiring control of our Company. We expect that these provisions, which are summarized below, will discourage coercive takeover practices or inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of our Company to first negotiate with the Board, which we believe may result in an improvement of the terms of any such acquisition in favor of our stockholders. However, they also give the Board the power to discourage acquisitions that some stockholders may favor.

Undesignated Preferred Stock

The ability to authorize undesignated preferred stock under our Certificate of Incorporation will make it possible for our Board to issue preferred stock with super majority voting, special approval, dividend or other rights or preferences on a discriminatory basis that could impede the success of any attempt to acquire us or otherwise effect a change in control of our Company. These and other provisions may have the effect of deferring, delaying or discouraging hostile takeovers, or changes in control or management of our Company.

Requirements for Advance Notification of Stockholder Meetings, Nominations and Proposals

Our Certificate of Incorporation and Bylaws provide that special meetings of the stockholders may be called only by the majority of our Board, the president or by the secretary at the request of the holders of 50% or more of the outstanding shares of Common Stock. Our Bylaws prohibit the conduct of any business at a special meeting other than as specified in the notice for such meeting. These provisions may have the effect of deferring, delaying or discouraging hostile takeovers, or changes in control or management of our Company.

Our Bylaws include advance notice procedures with respect to stockholder proposals and the nomination of candidates for election as directors, other than nominations made by or at the direction of the Board or a committee of the Board. In order for any matter to be "properly brought" before a meeting, a stockholder will have to comply with advance notice requirements and provide us with certain information. Vacancies and newly created directorships may be filled only by a vote of a majority of the directors then in office, even though less than a quorum, and not by the stockholders. Our Bylaws allow the chairman of a meeting of the stockholders to adopt rules and regulations for the conduct of meetings which may have the effect of precluding the conduct of certain business at a meeting if the

rules and regulations are not followed. These provisions may also defer, delay or discourage a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our Company.

Our Certificate of Incorporation provides that the Board is expressly authorized to make, alter, or repeal our Bylaws by the affirmative vote of a majority of the directors and that our stockholders may only adopt, amend or repeal our Bylaws with the approval of not less than a majority of the total voting power of all outstanding securities of the Company entitled to vote generally in the election of directors.

No Cumulative Voting

The Delaware General Corporation Law provides that stockholders are not entitled to the right to cumulate votes in the election of directors unless our Certificate of Incorporation provides otherwise, and our Certificate of Incorporation expressly provides that there will be no cumulative voting.

Action by Written Consent

Pursuant to Section 228 of the Delaware General Corporation Law, any action required to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares of our stock entitled to vote thereon were present and voted, unless the Company's Certificate of Incorporation provides otherwise. Our Certificate of Incorporation provides that stockholders may only act by written consent until the effective date of any registration statement for the sale of shares of stock in the Company (the "***Trigger Date***").

Amendment Provisions

The Delaware General Corporation Law provides generally that the affirmative vote of a majority of the shares entitled to vote on any matter is required to amend a corporation's certificate of incorporation or bylaws, unless a corporation's certificate of incorporation or bylaws, as the case may be, requires a greater percentage. Our Bylaws will be able to be amended or repealed by a majority vote of our Board or the affirmative vote of the holders of a majority of the total voting power of all outstanding securities of the Company entitled to vote in an annual election of directors. In addition, the affirmative vote of the holders of a majority of the total voting power of all outstanding securities of the Company entitled to vote in an annual election of directors will be required to amend certain provisions of our Certificate of Incorporation prior to the Trigger Date. From and after the Trigger Date, the affirmative vote of the holders of at least 66 2⁄3% of the total voting power of all outstanding securities of the Company entitled to vote in annual election of directors will be required to amend certain provisions of our Certificate of Incorporation.

Authorized but Unissued Shares

The authorized but unissued shares of Common Stock and preferred stock are available for future issuance without stockholder approval, subject to any limitations imposed by the national securities exchange. These additional shares may be used for a variety of corporate finance transactions, acquisitions and employee benefit plans. The existence of authorized but unissued and unreserved Common Stock and preferred stock could make more difficult or discourage an attempt to obtain control of the Company by means of a proxy contest, tender offer, merger or otherwise, and thereby protect the continuity of our management and possibly deprive the stockholders of opportunities to sell their shares at prices higher than prevailing market prices.

Section 203 of the Delaware General Corporation Law

In our Certificate of Incorporation, we have elected not to be governed by Section 203 of the Delaware General Corporation Law. However, our Certificate of Incorporation contains provisions that are similar to Section 203. Specifically, our Certificate of Incorporation provides that we may not engage in certain "business combinations" with any "interested stockholder" for a three-year period following the time that the person became an interested stockholder, unless:

- prior to the time the person became an interested stockholder, our Board approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the Company outstanding at the time the transaction commenced, excluding certain shares; or
- at or subsequent to the time the person became an interested stockholder, the business combination is approved by our Board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder.

Generally, a business combination includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. Subject to certain exceptions, an interested stockholder is a person who, together with affiliates and associates, owns or, within the previous three years owned, 15% or more of our voting stock. This provision could delay mergers or other takeover or change in control attempts with respect to us and, accordingly, may discourage attempts to acquire us.

DESCRIPTION OF THE WARRANTS

The following summary of certain terms and provisions of the Warrants is not complete and is subject to, and qualified in its entirety by reference to, the terms and provisions set forth in the form of Warrant attached as an exhibit to this Memorandum, which is incorporated herein by reference.

Issuance

The Warrants will be issued and delivered concurrently with the Shares.

Exercisability and Duration

The Warrants will be exercisable during the period beginning on the issuance date and ending on the earlier of (i) December 31, 2025, (ii) a Change of Control (as defined in the Warrant) or (iii) an IPO (as defined in the Warrant). Each Warrant will be exercisable, at the option of a holder, in whole or in part, by delivery of a written notice of the holder's election to exercise the Warrant. In connection with an exercise of a Warrant, the holder thereof shall deliver payment of an amount equal to the exercise price in effect on the date of such exercise multiplied by the number of warrant shares as to which the Warrant was so exercised in cash or via wire transfer of immediately available funds. As an alternative to payment in cash or immediately available funds, the holder may elect to exercise the Warrant through a net share exercise, in which case the holder would receive upon such exercise the net number of shares of Common Stock determined according to the formula set forth in the Warrant.

Fractional Shares

No fractional shares of Common Stock are to be issued upon exercise of the Warrants. The Company will pay cash in lieu of issuing fractional shares.

Exercise Price

The exercise price per share of Common Stock purchasable upon the exercise of the Warrants is $10.00 per share (subject to appropriate adjustment in the event of recapitalization events, stock dividends, stock splits, stock combinations, reclassifications, reorganizations or similar events).

Charges, Taxes, and Expenses

Issuance and delivery of shares of Common Stock upon exercise of the Warrants shall be made without charge to the holder for any documentary, stamp, transfer or similar taxes.

No Rights as a Stockholder

Except by virtue of such holders' ownership of shares of Common Stock, the holders of Warrants do not have the rights or privileges of a holder of shares of Common Stock, including any voting rights, until such holders exercise the Warrants.

MANAGEMENT OF THE COMPANY

Board of Directors

Ron Baldwin. Ron Baldwin, our Chief Executive Officer, has more than 45 years of experience building, acquiring and growing companies. He serves as Founder and Chairman Emeritus of CrossFirst Bank, a commercial bank that grew to $3.5 billion in assets under his leadership. As Chairman, Chief Executive Officer and President of CrossFirst Bankshares, Inc., Mr. Baldwin raised more than $350 million in capital to support banks in Kansas City, Wichita, Oklahoma City, Tulsa and Dallas.

In 2005, Mr. Baldwin became Managing Member of The Standard, LLC, dba Standard Style Boutique and Baldwin Denim, founded and run by his son and daughter-in-law. With the Baldwin family's vision and entrepreneurism, the company thrived and has developed a national presence in the fashion industry. Before founding CrossFirst Bank, Mr. Baldwin spent the majority of his banking career in leadership at Fourth Financial Corporation/BANK IV which grew from $200 million to $8 billion in assets before being acquired by Bank of America. He then became President and Chief Operating Officer at Kansas-based Intrust Bank which increased assets from $1.2 billion to $3.2 billion during his nearly 10-year term. Mr. Baldwin's banking career began in 1972 when he started work filing checks for Fourth National Bank while earning his business degree at Wichita State University. He also obtained a CPA designation. Over the course of his long career, Mr. Baldwin has led the acquisition of more than 60 banks.

Mr. Baldwin is a current board member of Kanakuk Ministries, a Christian athletic camp based in Branson, Missouri with more than 20,000 campers each year, the Kanakuk Institute, a biblical and theological education program intended to train young men and women for a lifetime of ministry, and for The Signatry: A Global Christian Foundation. He is a past chairman of the Wichita State Foundation, which had assets totaling $150 million. Mr. Baldwin has served on numerous other community and banking-related boards and works to instill a culture of serving others in the companies he leads.

Mr. Baldwin attended Wichita State University and has obtained a CPA designation.

Gene Baldwin. Gene Baldwin, our Chairman of the Board, is currently a member of CR3 Partners, LLC, a Dallas, TX based turnaround consulting firm serving middle market companies. His career includes more than 40 years of accounting, finance, senior management and advisory experience. Mr. Baldwin is a proven business leader with a well-established reputation for his ability to assess, develop and implement operational and financial improvement initiatives that enhance enterprise value for stakeholders.

Mr. Baldwin has served in various senior-executive roles, including managing companies through complex operational and financial restructurings as well as advising several companies though complex out-of-court and Chapter 11 restructurings. Mr. Baldwin's recent roles includes: Interim Chief Executive Officer for Garden Fresh, a 97-unit soup and salad cafeteria chain; Interim Chief Restructuring Officer and Chief Financial Officer for Real Mex restaurants, a privately held 129-unit Mexican casual dining chain; Chief Financial Officer for a 130-unit fast food franchisee of Pizza Hut, Long John Silver's and Grandy's; Interim Chief Financial Officer for Benihana, a 100-unit publicly held Japanese-themed casual dining chain; Interim Chief Executive Officer for Fazoli's, a 350+ unit privately held quick service chain; Interim Chief Operating Officer for Furr's Cafeterias; and Interim President and Chief Restructuring Officer for American Restaurant Group, a privately held 82-unit steakhouse. In addition, Mr. Baldwin served as Chief Financial Officer and a member of the board of directors for a $300 million diversified holding company whose affiliated companies operated the energy and real estate industries.

Currently, Mr. Baldwin serves as Chairman of the Board of Directors of JR Canada Restaurant Group, Ltd (a Johnny Rockets franchisee) and is the operating partner for Rackson Restaurants (a 45-unit Burger King franchisee). Mr. Baldwin also serves on the board of directors of, and has an investment in, Garden Fresh, which filed for Chapter 7 bankruptcy on May 14, 2020 amid a prolonged shutdown of Garden Fresh's restaurants due to the COVID-19 pandemic.

Mr. Baldwin attended Pittsburg State University and was granted an accounting degree. He is a Certified Public Accountant (CPA), and a Certified Turnaround Professional (CTP). He has been a speaker at restaurant industry

and professional conferences. He is also the author of numerous articles about operational and financial management of multi-unit retail businesses.

Debbie Haynes, MD. Debbie Haynes, MD retired in 2015 from the full-time practice of family medicine in Wichita, Kansas, where she cared for patients for 33 years. In addition to her medical career, Dr. Haynes held numerous leadership positions in her field. She was the first female president of the Kansas Academy of Family Physicians and served on the board of directors for the American Academy of Family Physicians. She achieved the position of clinical professor at the University of Kansas School of Medicine. In 2012, Dr. Haynes was honored as the Kansas Family Physician of the Year.

Before earning her Doctor of Medicine degree at the University of Kansas School of Medicine, Dr. Haynes was a Gore Scholar at Wichita State University, where she was elected student body president. A champion for Wichita State University, Dr. Haynes is current chair of the Wichita State University Foundation board of directors and an avid supporter of WSU sports. In 1987, she and her husband, Dr. Larry Beamer, established a faculty fund in WSU's Fairmount College of Liberal Arts and Sciences to provide instructional and research related resources. Six years later, they created a general scholarship to help students with unmet financial needs.

Dr. Haynes was named a Best Doctor in America for five consecutive years (2010-2015) and was honored by the Wichita Business Journal as a 2013 Women in Business award recipient. Active in the community, Dr. Haynes has served in leadership roles for numerous organizations including the Via Christi Regional Medical Center's board of directors, Wichita Collegiate School's board of trustees, and the board of directors for the Kansas Society for Children with Challenges.

Steve Hovde. Steve Hovde is Chairman and CEO of Hovde Group, a leading boutique investment bank focused exclusively on the financial services sector. Mr. Hovde oversees the firm's strategic growth initiatives and takes an active role in many of the firm's key client relationships. He also plays an integral role in assisting the firm's clients with important business transactions such as issuing capital or pursuing M&A.

In addition to his role as an investment banker, Mr. Hovde and his brother own a controlling interest in Sunwest Bank, headquartered in Irvine, California, which has approximately $1.3 billion in assets and $145 million in equity. In this role, they see the issues bank management and board members wrestle with daily. Mr. Hovde also serves on the board of directors of a $1.9 billion community bank in the Chicago area and an $850 million publicly traded bank in the Seattle area, as well as for a publicly traded mortgage REIT headquartered in Walnut Creek, California. He serves as a trustee of several charitable foundations. Before co-founding Hovde Group in 1987, Mr. Hovde was Regional General Counsel and Vice President of a national commercial real estate development firm, Vantage Companies. Previously, he served as an attorney specializing in real estate law with a 200-member law firm based in Chicago and practiced as a Certified Public Accountant with a former "Big Eight" public accounting firm, Touche Ross LLP, which is now Deloitte & Touche LLP.

Mr. Hovde graduated with distinction earning a Bachelor of Business Administration in accounting from the School of Business at the University of Wisconsin, Madison. He also earned a law degree, cum laude, at Northwestern University in Chicago, Illinois.

Scott Reed. Scott Reed, Partner, Director and co-founder of BankCap Partners, has nearly 20 years of experience in financial services and strategic consulting. He serves on the boards of Silvergate Capital Corp. and Vista Bancshares, both BankCap portfolio companies. In his partner role, Mr. Reed focuses on transaction sourcing, structuring and processing, capital raising activities and oversight of BankCap's portfolio investments.

Mr. Reed began his career as a derivatives trader with Swiss Bank Corporation. After graduating from business school, he worked for Bain & Company as a consultant and later at Bear Stearns as an investment banker in its financial institutions group. Before founding BankCap Partners, Mr. Reed was Senior Vice President, Director of Corporate Strategy and Planning for Carreker Corporation.

A graduate of the University of Virginia with a B.S. in commerce and a B.A. in history, Mr. Reed received an MBA from the Amos Tuck School of Business at Dartmouth College, where he was an Edward Tuck Scholar.

Born and raised in the San Diego area, Mr. Reed also has citizenship in Ireland and New Zealand, the birthplace of his mother and father, respectively. He resides in Dallas.

DeForest Soaries. The Reverend Dr. DeForest B. Soaries, Jr. has served as the Senior Pastor of First Baptist Church of Lincoln Gardens (FBCLG) in Somerset, New Jersey since November 1990. His pastoral ministry focuses on spiritual growth, educational excellence and economic empowerment. As a pioneer of faith-based community development, Dr. Soaries' impact on First Baptist Church of Lincoln Gardens (FBCLG) and the community has been tremendous. In 1992, he founded the Central Jersey Community Development Corporation (CJCDC): a 501(c)(3) non-profit organization that specializes in revitalizing distressed neighborhoods. In 1996, Soaries founded the Harvest of Hope Family Services Network, Inc. (HOH). This organization develops permanent solutions for children in the foster care system.

From 1999 to 2002, Dr. Soaries served as New Jersey's Secretary of State, making him the first African-American male to do so. He also served as the former chairman of the United States Election Assistance Commission, which was established by Congress to implement the "Help America Vote Act" of 2002. In 2005, Dr. Soaries launched the dfree® Financial Freedom Movement. The dfree® strategy teaches people how to break free from debt as a first step toward financial freedom and it is currently being used across the country by over 3,000 churches and organizations. dfree® was featured in a 90-minute CNN documentary entitled "Almighty Debt." He is author of the books "Say Yes to No Debt: 12 Steps to Financial Freedom", "Meditations for Financial Freedom - Volumes 1&2" and "Say Yes When Life Says No." Dr. Soaries currently serves as an independent director at three companies: Independence Realty Trust, Federal Home Loan Bank of New York and Ocwen Financial Corporation.

Dr. Soaries earned a Bachelor of Arts Degree from Fordham University, a Master of Divinity Degree from Princeton Theological Seminary, and a Doctor of Ministry Degree from United Theological Seminary.

Phil Swatzell. Phil Swatzell most recently served as a Senior Advisor at CrossFirst Bank, a $4 billion commercial and private bank with locations in Dallas, Kansas City, Wichita, Oklahoma City and Tulsa. Prior to joining CrossFirst Bank, Mr. Swatzell was a Managing Director at Credit Suisse where he oversaw the Southwest Region of Credit Suisse Private Banking USA. Under Mr. Swatzell's leadership for nine years, assets under management more than tripled and annual revenues grew from $11 million to $85 million.

Mr. Swatzell was a Managing Director of US Trust from 2004 to 2007. From 1998 to 2004, he was a Managing Director and Partner of a start-up investment management firm, Dearborn Partners in Chicago. Assets grew to almost $1 billion before Mr. Swatzell sold his interest and moved back to Texas. Mr. Swatzell joined Salomon Brothers in 1978 where he spent 15 years working in both Dallas and Chicago. He began his career at Salomon Brothers in institutional securities sales before teaming up with Lewis Ranieri in 1982 to start the mortgage securities business in Dallas. He moved to Chicago in 1987 with Salomon Brothers and later joined First Boston Corporation as a Director and Head of their Private Client Investment Group in Chicago.

Mr. Swatzell received a B.A. in Finance from Texas Tech University. He serves on the board of several charitable organizations including The Salvation Army North Texas Advisory Board, Marketplace Chaplains, and The Southwestern Seminary Foundation in Fort Worth.

Management Team of the Company

Ron Baldwin. Ron Baldwin serves as the Company's Chief Executive Officer. See above for his biographical information.

Gene Baldwin. Gene Baldwin serves as the Company's Chairman of the Board. See above for his biographical information.

Robert Kennedy. Robert Kennedy serves as the Company's Chief Financial Officer and Secretary. With 20 years of executive management experience, Mr. Kennedy is Managing Partner of MatchPoint Associates LLC, a consultancy firm he established in 2011 to provide executive management services to early stage companies. He provides a unique blend of entrepreneurism, private equity/venture capital, business development, mergers and acquisitions, corporate finance, operations, and general corporate experience to his clients.

Previously, Mr. Kennedy held director and/or executive management positions in both public and private companies including as Chief Financial Officer and Board Manager of iDonate LLC, a Dallas-based SaaS software company that provides online giving solutions for over 750 ministries & non-profit organizations; Director of Immunologix, Inc., which was acquired by Intrexon Corporation in 2011; Chief Financial Officer of Galena Biopharma, Inc. ("***Galena***"), an oncology-focused biotech company; Chief Financial Officer and Director of Apthera, Inc., a biotech company he co-founded in 2005 and sold to Galena in 2011; Chief Financial Officer and Director of Blue Dot Services, Inc., a $450 million subsidiary of a NYSE company; Managing Director/Chief Financial Officer of Koch Ventures, Inc., the venture capital arm of Koch Industries, Inc.; VP-Business Development and Strategic Planning of Sterling House Corporation (acquired by Alterra Healthcare, Inc. in 1997); and VP-Finance of Rent-A-Center, Inc.

Mr. Kennedy currently serves on the boards of UGC Investment Holding LLC and Uncommon Charitable Impact, Inc., a nonprofit organization. He earned his bachelor's degree in Business Administration at Wichita State University and began his career as a Certified Public Accountant.

Dave McMaster. Dave McMaster serves as the Company's President and General Counsel. Mr. McMaster most recently served as Vice President of Business Development and Director of Currency Brand Management for Scottsdale Mint, LLLP where he led efforts to open new international wholesale markets and sales channels globally through wholesale distribution. Dave negotiated licensing, purchasing and sales agreements with domestic and international suppliers, distributors and Fortune 500 companies and collaborated on corporate marketing campaigns to communicate new product releases and product price changes with The Mint's international and domestic distribution partners.

An experienced negotiator and counselor for individual clients and corporate employers, Dave previously served as an attorney at Wagstaff & Cartmell, LLP in Kansas City. He was also Vice President, Municipal Government Affairs/Vice President - Member Services for Home Builders Association of Central Arizona. Dave's career began in Washington, DC where he held positions as Associate Director, White House Liaison Office at the U.S. State Department; Deputy Regional Political Director, Southwest Region for Bush-Cheney Campaign and Presidential Inaugural Committee; and Political Coordinator, Office of Political Affairs at The White House. Dave earned his J.D. at the University of Kansas School of Law and a bachelor's degree in political science with an emphasis in international security at Arizona State University.

John Pileggi. John Pileggi serves as the Company's Chief Investment Officer. Mr. Pileggi has more than 30 years of experience as an operating executive in the financial services industry. Mr. Pileggi is the Managing Member of RangeEagle Strategies LLC, a New York–based registered investment adviser. He was previously Chief Executive of Manifold Fund Advisors, LLC and Managing Partner of American Independence Financial Services LLC, each an investment manager and sponsor of mutual funds and separately managed accounts.

His experience also includes service as President and CEO of numerous divisions of ING Group, where he was a member of the U.S. Financial Services Executive team responsible for the direction and implementation of U.S. initiatives. Mr. Pileggi joined ING through its acquisition of Furman Selz LLC, an NYSE-member firm. At Furman Selz, he was a Senior Managing Director responsible for various initiatives which diversified the firm from its traditional brokerage roots.

During his career Mr. Pileggi has led bank trust departments, retail and institutional brokerage operations and other financial enterprises, and has served as a director and officer of numerous registered mutual funds. He attended Brooklyn College of the City University of New York and holds FINRA Series 7, Series 24, and Series 63 licenses.

Steve Anderson. Steve Anderson serves as the Company's Chief Technology Officer. Mr. Anderson has 25 years of experience in information technology, consulting and systems integration. He has served in various leadership roles, most recently working with enterprise customers and vendors to identify how new cloud technologies can improve their competitive position.

Mr. Anderson spearheaded the modernization effort for Neiman Marcus, envisioning and executing a plan to

virtualize their core systems, enable their sales teams with CRM devices and move to a modern digital infrastructure. With VCE, a division of Dell EMC, he was on the ground level development of Converged Infrastructure, reaching a $3 billion revenue run-rate in less than three years and changing how enterprises and service providers purchase technology. Mr. Anderson developed a patent for this venture and helped sell and deliver technology projects ranging from $500K to $30 million in multiple industry verticals including healthcare, finance, insurance, government, entertainment and education.

Additionally, Mr. Anderson has served in a variety of roles creating consulting-led services, developing industry certification curriculum, conducting training sessions and building blended teams of domestic and international personnel to drive value and cost efficiency for customers. Mr. Anderson holds a bachelor's degree in telecommunications management from DeVry University along with multiple industry certifications including VMware Certified Professional, Microsoft Certified Professional, VCE-CIIEv, ITIL, VTSP and VCP-Cloud.

Laura Graham. Laura Graham serves as the Company's Chief Marketing Officer. With 30 years of experience in marketing communications, Ms. Graham is proficient in marketing strategy, brand development and corporate messaging. Growing up along side her family's 40-year advertising firm, it was natural to fall into the same line of business. After a short time in public relations at Lane Marketing Group, Inc., Ms. Graham joined BANK IV/Fourth Financial where she became Assistant Vice President, Advertising Manager for the bank's network of more than 100 locations with $8 billion in assets throughout Kansas and Oklahoma. After the company was acquired by Bank of America in 1997, Ms. Graham moved to $3 billion INTRUST Bank where she served as Vice President, Director of Marketing until 2005.

In 2007, Ms. Graham became a founding team member for CrossFirst Bank, a de novo bank that grew to $3.5 billion in assets in Kansas City, Wichita, Oklahoma City, Tulsa and Dallas. As Director, Marketing & Brand Management, she created the bank's name and built its exclusive brand identity program over an 11-year time span.

Ms. Graham received a master's degree in advertising/strategic communications from the University of Kansas and a BBA in marketing from Wichita State University. She achieved a Certified Financial Marketing Professional (CFMP) designation from the American Bankers Association and recently earned an executive certificate in digital marketing strategies at Northwestern University's Kellogg School of Management.

Family Relationships

Messrs. Ron Baldwin and Gene Baldwin are brothers. In addition, Mr. Dave McMaster is Mr. Ron Baldwin's son-in-law, and Mr. Steve Anderson is Mr. Gene Baldwin's son-in-law.

Ron Baldwin Employment Agreement

On June 29, 2020, we entered into an employment agreement with Mr. Ron Baldwin, effective as of that date. The summary of the employment agreement below does not contain complete descriptions of all provisions of this employment agreement.

Under the employment agreements, Mr. Baldwin receives an annual base salary of $250,000, effective as of January 1, 2021. The compensation committee of the Board (the "***Compensation Committee***") may assess and adjust this base salary upward on an annual basis in its sole discretion. Mr. Baldwin is eligible to receive an annual bonus equal to 40% of his base salary, with the amounts of such bonuses to be determined by the Compensation Committee on an annual basis in its sole discretion.

The employment agreement also provides that Mr. Baldwin is eligible to participate in, or receive benefits under, any group health insurance plan, 401k plan, disability plan, group life plan and any other benefit or welfare program or policy that is made generally available, from time to time, to other employees of the Company, on a basis consistent with such participation and subject to the terms of the documents governing such plan, program or policy, as such plans, programs or policies may be modified, amended, terminated, or replaced from time to time by the Company, in its sole discretion.

In connection with the employment agreement, Mr. Baldwin agreed to confidentiality, non-competition, and intellectual property protection provisions. Mr. Baldwin has retained the right to certain copyrighted material, but has granted the Company a perpetual, royalty-free license of such copyrighted material.

Gene Baldwin Employment Agreement

On June 29, 2020, we entered into an employment agreement with Mr. Gene Baldwin, effective as of that date. The summary of the employment agreement below does not contain complete descriptions of all provisions of this employment agreement.

Under the employment agreements, Mr. Baldwin receives an annual base salary of $125,000, effective as of January 1, 2021. The Compensation Committee may assess and adjust this base salary upward on an annual basis in its sole discretion. Mr. Baldwin is eligible to receive an annual bonus equal to 40% of his base salary, with the amounts of such bonuses to be determined by the Compensation Committee on an annual basis in its sole discretion.

The employment agreement also provides that Mr. Baldwin is eligible to participate in, or receive benefits under, any group health insurance plan, 401k plan, disability plan, group life plan and any other benefit or welfare program or policy that is made generally available, from time to time, to other employees of the Company, on a basis consistent with such participation and subject to the terms of the documents governing such plan, program or policy, as such plans, programs or policies may be modified, amended, terminated, or replaced from time to time by the Company, in its sole discretion.

Uncommon Giving Corporation 2020 Long-Term Incentive Plan

The following is a summary of the material terms of the Uncommon Giving Corporation 2020 Long-Term Incentive Plan (the "***LTIP***").

Purpose

The LTIP permits us to grant an array of equity-based incentive awards to key employees, key contractors and outside directors. The purpose of the LTIP is to:

- increase the interests of recipients of awards under the LTIP in the Company's welfare;
- advance the Company's interests by attracting and retaining qualified employees, outside directors and other persons providing services to us and/or our related companies; and
- provide a means through which we may attract able persons as employees, contractors and outside directors.

Administration

The LTIP is generally administered by the Compensation Committee. Membership on the Compensation Committee is limited to independent directors, at least two of whom shall be "non-employee directors" in accordance with Rule 16b-3 under the Exchange Act and "outside directors" in accordance with Code Section 162(m). The Compensation Committee determines the recipients of awards, the types of awards to be granted and the applicable terms, provisions, limitations and performance requirements of such awards. The Compensation Committee also has the authority to conclusively interpret the LTIP and any award agreements under the LTIP, establish and revise rules and regulations relating to the LTIP and make any other determinations that it believes necessary for the administration of the LTIP. The Compensation Committee may delegate certain duties to one or more of our officers as provided in the LTIP.

Share Authorization

Subject to certain adjustments, the maximum number of shares of Common Stock that may be issued pursuant to awards under the LTIP is one million (1,000,000) shares. As of the date of this Memorandum, 800,000 shares of Common Stock remained available for issuance pursuant to awards under the LTIP. Shares to be issued may be made available from authorized but unissued shares of Common Stock, shares held by the Company in its treasury, or shares purchased by the Company on the open market or otherwise. During the term of the LTIP, the Company will at all times reserve and keep enough shares available to satisfy the requirements of the LTIP. To the extent an award under the LTIP is cancelled, forfeited or expires, in whole or in part, the shares subject to such forfeited, expired or cancelled

award may again be awarded under the LTIP. In the event that previously acquired shares are delivered to the Company in full or partial payment of the option price for the exercise of a stock option granted under the LTIP, the number of shares available for future awards under the LTIP shall be reduced only by the net number of shares issued upon the exercise of the stock option. Awards that may be satisfied either by the issuance of Common Stock or by cash or other consideration shall be counted against the maximum number of shares that may be issued under the LTIP only during the period that the award is outstanding or to the extent the award is ultimately satisfied by the issuance of shares. Awards will not reduce the number of shares that may be issued pursuant to the LTIP if the settlement of the award will not require the issuance of shares, as, for example, a stock appreciation right that can be satisfied only by the payment of cash.

Eligibility

Any employee (including an employee who is also a director or an officer), contractor or outside director of the Company whose judgment, initiative and efforts contributed or may be expected to contribute to the successful performance of the Company or its subsidiaries is eligible to receive awards under the LTIP. The Committee, upon its own action, may grant, but shall not be required to grant, an Award to any Employee, Contractor or Outside Director. Awards may be granted by the Committee at any time and from time to time to new Participants, or to then Participants, or to a greater or lesser number of Participants, and may include or exclude previous Participants, as the Committee shall determine. The Compensation Committee will, in its sole discretion, select the employees, contractors, and outside directors who will participate in the LTIP. As of the date of this Memorandum, the Company employed a total of 18 persons, including 11 full-time employees, and had five outside directors.

Types of Awards

The LTIP provides for grants of nonqualified stock options ("***NQSOs***"), stock appreciation rights ("***SARs***"), restricted stock, restricted stock units ("***RSUs***"), performance awards, dividend equivalent rights, and other awards.

- *Stock Options*. A stock option is a contractual right to purchase shares at a future date at a specified exercise price. The per share exercise price of a stock option is determined by our Compensation Committee and many not be less than the fair market value of a share of our Common Stock on the grant date. The Compensation Committee will determine the terms of each stock option at the time of grant, including without limitation, the methods by or forms in which shares will be delivered to participants, the expiration date of each option (which may not exceed ten years from the grant date), the times at which each option will be exercisable, and provisions requiring forfeiture of unexercised options at or following termination of employment or service.

- *SARs*. A SAR represents a contractual right to receive, in cash or shares, an amount equal to the appreciation of one share of our Common Stock from the grant date. The grant price of a SAR cannot be less than the fair market value of a share of our Common Stock on the grant date. The Compensation Committee will determine the terms of each SAR at the time of the grant, including without limitation, the methods by or forms in which the value will be delivered to participants (whether made in shares of Common Stock, in cash or in a combination of both), the expiration date of each SAR (which may not exceed 10 years from the grant date), the times at which each SAR will be exercisable, and provisions requiring forfeiture of unexercised SARs at or following termination of employment or service.

- *Restricted Stock*. Restricted stock is an award of shares of our Common Stock that are subject to restrictions on transfer and a substantial risk of forfeiture because of termination of service or failure to achieve certain performance conditions. Shares of restricted stock may be subject to restrictions that do not permit the holder to sell, transfer, pledge or assign his shares. The Compensation Committee determines the eligible participants to whom, and the time or times at which, grants of restricted stock will be made, the number of shares to be granted, the price to be paid, if any, the time or times within which the shares covered by such grants will be subject to forfeiture, the time or times at which the restrictions will terminate, and all other terms and conditions of the grants. Restrictions or conditions could include, but are not limited to, the attainment of performance goals (as described below), continuous service with the Company, the passage of time or other restrictions or conditions.

- *RSUs*. RSUs represent a contractual right to receive the value of shares of our Common Stock at a future date, subject to specified vesting and other restrictions determined by the Compensation Committee. The Compensation Committee determines the eligible participants to whom, and the time or times at which, grants of RSUs will be made, the number of units to be granted, the price to be paid, if any, the time or times within which the units will be subject to forfeiture, the time or times at which the restrictions will terminate, and all other terms and conditions of the grants. Restrictions or conditions could include, but are not limited to, the attainment of performance goals (as described below), continuous service with the Company, the passage of time or other restrictions or conditions. The value of the RSUs may be paid in shares of Common Stock, cash, or a combination of both, as determined by the Compensation Committee.
- *Performance Awards*. Performance awards, which may be denominated in cash or shares, are earned on the satisfaction of performance conditions specified by our Compensation Committee at the end of a specified performance period. The Compensation Committee determines the length of the performance period, the maximum payment value of an award, and the minimum performance goals required before payment will be made, so long as such provisions are not inconsistent with the terms of the LTIP, and to the extent an award is subject to Code Section 409A, are in compliance with the applicable requirements of Code Section 409A and any applicable regulations or guidance.
- *Dividend Equivalent Rights*. Dividend equivalent rights represent the right of the participant to receive cash or stock equal in value to the dividends that would have been paid on the shares of Common Stock specified in the award if such shares were held by the participant. The terms and conditions of the dividend equivalent right shall be specified by the grant. Dividend equivalent rights may be settled in cash or shares of Common Stock, or a combination thereof.
- *Other Awards*. Our Compensation Committee is authorized to grant other forms of awards, based upon, payable in, or otherwise related to, in whole or in part, shares of Common Stock if the Compensation Committee determines that such other form of award is consistent with the purpose and restrictions of the LTIP.

Performance Measures

Awards of restricted stock, RSUs, performance awards and other awards under the LTIP may be made subject to the attainment of "performance goals" relating to one or more business criteria used to measure the performance of the Company as a whole or any business unit of the Company, which may consist of one or more or any combination of the following criteria: cash flow; cost; revenues; sales; ratio of debt to debt plus equity; net borrowing, credit quality or debt ratings; profit before tax; economic profit; earnings before interest and taxes; earnings before interest, taxes, depreciation and amortization; gross margin; earnings per share (whether on a pre-tax, after-tax, operational or other basis); operating earnings; capital expenditures; expenses or expense levels; economic value added; ratio of operating earnings to capital spending or any other operating ratios; free cash flow; net profit; net sales; net asset value per share; the accomplishment of mergers, acquisitions, dispositions, public offerings or similar extraordinary business transactions; sales growth; price of the Company's Common Stock; return on assets, equity or Stockholders' equity; market share; inventory levels, inventory turn or shrinkage; or total return to stockholders ("***Performance Criteria***"). Any Performance Criteria may be used to measure the performance of the Company as a whole or any business unit of the Company and may be measured relative to a peer group or index. Any Performance Criteria may include or exclude (i) extraordinary, unusual and/or non -recurring items of gain or loss, (ii) gains or losses on the disposition of a business, (iii) changes in tax or accounting regulations or laws, (iv) the effect of a merger or acquisition, as identified in the Company's quarterly and annual earnings releases, or (v) other similar occurrences. In all other respects, Performance Criteria shall be calculated in accordance with the Company's financial statements, under generally accepted accounting principles, or under a methodology established by the Compensation Committee prior to the issuance of an award which is consistently applied and identified in the audited financial statements, including footnotes, or the Compensation Discussion and Analysis section of the Company's annual report or proxy statement.

Capital Adjustments

In the event that any extraordinary dividend or other extraordinary distribution (whether in the form of cash, Common Stock, other securities, or other property), recapitalization, stock split, reverse stock split, rights offering, reorganization, merger, consolidation, split-up, spin-off, split-off, combination, subdivision, repurchase, or exchange of Common Stock or other securities of the Company, issuance of warrants or other rights to purchase Common Stock

or other securities of the Company, or other similar corporate transaction or event affects the fair value of an award, the Compensation Committee shall adjust any or all of the following so that the fair value of the award immediately after the transaction or event is equal to the fair value of the award immediately prior to the transaction or event:

- the number of shares and type of Common Stock (or other the securities or property) which thereafter may be made the subject of awards;
- the number of shares and type of Common Stock (or other securities or property) subject to outstanding awards;
- the number of shares and type of Common Stock (or other securities or property) specified as the annual per-participant limitation specified in the LTIP;
- the option price of each outstanding award;
- the amount, if any, the Company pays for forfeited shares of Common Stock; and
- the number of, or SAR price of, shares of Common Stock then subject to outstanding SARs previously granted and unexercised under the plan, to the end that the same proportion of the Company's issued and outstanding shares of Common Stock in each instance shall remain subject to exercise at the same aggregate SAR price, provided that the number of shares of Common Stock (or other securities or property) subject to any award shall always be a whole number.

Notwithstanding the foregoing, no adjustment shall be made or authorized to the extent that such adjustment would cause the LTIP or any award to violate Code Section or Code Section 409A. All such adjustments must be made in accordance with the rules of any securities exchange, stock market, or stock quotation system to which the Company is subject.

Vesting; Termination of Service

The Compensation Committee, in its sole discretion, may determine that an award will be immediately vested in whole or in part, or that all or any portion may not be vested until a date, or dates, subsequent to its grant date, or until the occurrence of one or more specified events, subject in any case to the terms of the LTIP. If the Compensation Committee imposes conditions upon vesting, then, except as otherwise provided below, subsequent to the grant date the Compensation Committee may, in its sole discretion, accelerate the date on which all or any portion of the award may be vested.

Change in Control

Except as otherwise provided by the following provision, or as may be required to comply with Section 409A of the Code and the regulations or other guidance issued thereunder, in the event of any merger, consolidation or share exchange pursuant to which the Company is not the surviving or resulting corporation, there shall be substituted for each share of Common Stock subject to the unexercised portions of outstanding Incentives, that number of shares of each class of stock or other securities or that amount of cash, property, or assets of the surviving, resulting or consolidated company which were distributed or distributable to the stockholders of the Company in respect to each share of Common Stock held by them, such outstanding Incentives to be thereafter exercisable for such stock, securities, cash, or property in accordance with their terms.

Cancellation of Incentives

Notwithstanding the foregoing, and except as may be required to comply with Section 409A of the Code and the regulations or other guidance issued thereunder, all Incentives granted hereunder may be canceled by the Company, in its sole discretion, as of the effective date of any Change in Control, merger, consolidation or share exchange, or any issuance of bonds, debentures, preferred or preference stocks ranking prior to or otherwise affecting the Common Stock or the rights thereof (or any rights, options, or warrants to purchase same), or of any proposed sale of all or substantially all of the assets of the Company, or of any dissolution or liquidation of the Company, by either:

(a) giving notice to each holder thereof or his personal representative of its intention to cancel those Incentives for which the issuance of shares of Common Stock involved payment by the Participant for such shares, and permitting the purchase during the thirty (30) day period next preceding such effective date of any or all of the shares of Common Stock subject to such outstanding Incentives, including in the Board's

discretion some or all of the shares as to which such Incentives would not otherwise be vested and exercisable; or

(b) in the case of Incentives that are either (i) settled only in shares of Common Stock, or (ii) at the election of the Participant, settled in shares of Common Stock, paying the holder thereof an amount equal to a reasonable estimate of the difference between the net amount per share payable in such transaction or as a result of such transaction, and the price per share of such Incentive to be paid by the Participant (hereinafter the "***Spread***"), multiplied by the number of shares subject to the Incentive. In cases where the shares constitute, or would after exercise, constitute Restricted Stock, the Company, in its discretion, may include some or all of those shares in the calculation of the amount payable hereunder. In estimating the Spread, appropriate adjustments to give effect to the existence of the Incentives shall be made, such as deeming the Incentives to have been exercised, with the Company receiving the exercise price payable thereunder, and treating the shares receivable upon exercise of the Incentives as being outstanding in determining the net amount per share. In cases where the proposed transaction consists of the acquisition of assets of the Company, the net amount per share shall be calculated on the basis of the net amount receivable with respect to shares of Common Stock upon a distribution and liquidation by the Company after giving effect to expenses and charges, including but not limited to taxes, payable by the Company before such liquidation could be completed.

Transferability

Awards under the LTIP generally may not be transferred, assigned, pledged, hypothecated or otherwise conveyed or encumbered other than by will or the laws of descent and distribution, provided that the Compensation Committee may permit transfers to or for the benefit of the participant's immediate family members.

Indemnification

No member of the Board or the Compensation Committee, nor any officer or employee of the Company acting on behalf of the Board or the Compensation Committee, shall be personally liable for any action, determination, or interpretation taken or made in good faith with respect to the LTIP, and all members of the Board and the Compensation Committee, each officer of the Company, and each employee of the Company acting on behalf of the Board of Directors or the Compensation Committee will, to the extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, determination, or interpretation.

Effective Date and Expiration; Termination and Amendment

The LTIP became effective on June 23, 2020, and will terminate on June 23, 2030, unless it is terminated earlier by the Board. No awards may be made under the LTIP after its expiration date, but awards made prior thereto will continue to be effective in accordance with their terms and conditions. The Board may at any time and from time to time, without the consent of the participants, alter, amend, revise, suspend, or discontinue the LTIP in whole or in part. Our Board of Directors does not need stockholder approval to amend our LTIP unless required by any securities exchange or inter-dealer quotation system on which the Common Stock is listed or by applicable law. Unless required by law, no action by our Board of Directors regarding amendment or discontinuance of the LTIP may adversely affect any rights of any participants or obligations of the Company to any participants with respect to any outstanding award under the LTIP without the consent of the affected participant.

Federal Income Tax Consequences

The following is a brief summary of certain federal income tax consequences relating to the transactions described under the LTIP as set forth below. This summary does not purport to address all aspects of federal income taxation and does not describe state, local or foreign tax consequences. This discussion is based upon provisions of the Code and the treasury regulations issued thereunder, and judicial and administrative interpretations under the Code and treasury regulations, all as in effect as of the date hereof, and all of which are subject to change (possibly on a retroactive basis) or different interpretation.

- *Law Affecting Deferred Compensation*. In 2004, Section 409A was added to the Code to regulate all types of deferred compensation. If the requirements of Code Section 409A are not satisfied, deferred compensation and earnings thereon will be subject to tax as it vests, plus an interest charge at the underpayment rate plus 1% and a 20% penalty tax. Certain performance awards, stock options, stock

appreciation rights, restricted stock units and certain types of restricted stock are subject to Code Section 409A.

- *Non-qualified Stock Options.* A participant generally will not recognize income at the time a NQSO is granted. When a participant exercises a NQSO, the difference between the exercise price and any higher market value of the shares on the date of exercise will be treated as compensation taxable as ordinary income to the participant. The participant's tax basis for the shares acquired under a NQSO will be equal to the exercise price paid for such shares, plus any amounts included in the participant's income as compensation. When a participant disposes of shares acquired by exercise of a NQSO, any amount received in excess of the participant's tax basis for such shares will be treated as short-term or long-term capital gain, depending upon how long the participant has held the shares. If the amount received is less than the participant's tax basis for such shares, the loss will be treated as short-term or long-term capital loss, depending upon how long the participant has held the shares.

- *Special Rule if Exercise Price is Paid for in Shares of Common Stock*. If a participant pays the exercise price of a NQSO with previously-owned shares of the Company's Common Stock, the shares received equal to the number of shares surrendered are treated as having been received in a tax-free exchange. The participant's tax basis and holding period for these shares received will be equal to the participant's tax basis and holding period for the shares surrendered. The shares received in excess of the number of shares surrendered will be treated as compensation taxable as ordinary income to the participant to the extent of their fair market value. The participant's tax basis in these shares will be equal to their fair market value on the date of exercise, and the participant's holding period for such shares will begin on the date of exercise.

- *Restricted Stock.* A participant who receives restricted stock generally will recognize as ordinary income the excess, if any, of the fair market value of the shares granted as restricted stock at such time as the shares are no longer subject to forfeiture or restrictions, over the amount paid, if any, by the participant for such shares. However, a participant who receives restricted stock may make an election under Code Section 83(b) within 30 days of the date of transfer of the shares to recognize ordinary income on the date of transfer of the shares equal to the excess of the fair market value of such shares (determined without regard to the restrictions on such shares) over the purchase price, if any, of such shares. If a participant does not make an election under Code Section 83(b), then the participant will recognize as ordinary income any dividends received with respect to such shares. At the time of sale of such shares, any gain or loss realized by the participant will be treated as either short-term or long-term capital gain (or loss) depending on the holding period. For purposes of determining any gain or loss realized, the participant's tax basis will be the amount previously taxable as ordinary income, plus the purchase price paid by the participant, if any, for such shares.

- *Stock Appreciation Rights*. Generally, a participant who receives a SAR will not recognize taxable income at the time the SAR is granted, provided that the SAR is exempt from or complies with Code Section 409A. If a participant receives the appreciation inherent in the SARs in cash, the cash will be taxed as ordinary income to the recipient at the time it is received. If a participant receives the appreciation inherent in the SARs in stock, the spread between the then current market value and the grant price, if any, will be taxed as ordinary income to the employee at the time it is received. In general, there will be no federal income tax deduction allowed to the Company upon the grant or termination of SARs. However, upon the exercise of a SAR, the Company will be entitled to a deduction equal to the amount of ordinary income the recipient is required to recognize as a result of the exercise.

- *Other Awards.* In the case of an award of RSUs, performance awards, dividend equivalent rights or other stock or cash awards, the recipient will generally recognize ordinary income in an amount equal to any cash received and the fair market value of any shares received on the date of payment or delivery, provided that the award is exempt from or complies with Code Section 409A. In that taxable year, the Company will receive a federal income tax deduction in an amount equal to the ordinary income which the participant has recognized.

- *Federal Tax Withholding*. Any ordinary income realized by a participant upon the exercise or grant of an award under the LTIP is subject to withholding of federal, state and local income tax and to withholding of the participant's share of tax under the Federal Insurance Contribution Act and the

Federal Unemployment Tax Act. To satisfy federal income tax withholding requirements, the Company will have the right to require that, as a condition to delivery of any certificate for shares, the participant remit to the Company an amount sufficient to satisfy the withholding requirements. Alternatively, the Company may withhold a portion of the shares (valued at fair market value) that otherwise would be issued to the participant to satisfy all or part of the withholding tax obligations or may, if the Company consents, accept delivery of shares with an aggregate fair market value that equals or exceeds the required tax withholding payment. Withholding does not represent an increase in the participant's total income tax obligation, since it is fully credited toward his or her tax liability for the year. Additionally, withholding does not affect the participant's tax basis in the shares. Compensation income realized and tax withheld will be reflected on Forms W-2 supplied by the Company to employees by January 31 of the succeeding year. Deferred compensation that is subject to Code Section 409A will be subject to certain federal income tax withholding and reporting requirements.

- *Tax Consequences to the Company*. To the extent that a participant recognizes ordinary income in the circumstances described above, the Company will be entitled to a corresponding deduction provided that, among other things, the income meets the test of reasonableness, is an ordinary and necessary business expense, is not an "excess parachute payment" within the meaning of Code Section 280G and is not disallowed by the $1,000,000 limitation on certain executive compensation under Code Section 162(m).

- *Million Dollar Deduction Limit and Other Tax Matters*. The Company may not deduct compensation of more than $1,000,000 that is paid to an individual who, on the last day of the taxable year, is either the Company's principal executive officer or an individual who is among the three highest compensated officers for the taxable year (other than the principal executive officer or the principal financial officer). The limitation on deductions does not apply to certain types of compensation, including qualified performance-based compensation, and only applies to compensation paid by a publicly-traded corporation (and not compensation paid by non-corporate entities). To the extent that the Company determines that Code Section 162(m) will apply to any awards granted pursuant to the LTIP, the Company intends that such awards will be constructed so as to constitute qualified performance-based compensation and, as such, will be exempt from the $1,000,000 limitation on deductible compensation.

If an individual's rights under the LTIP are accelerated as a result of a change in control and the individual is a "disqualified individual" under Code Section 280G, then the value of any such accelerated rights received by such individual may be included in determining whether or not such individual has received an "excess parachute payment" under Code Section 280G, which could result in (i) the imposition of a 20% Federal excise tax (in addition to Federal income tax) payable by the individual on the value of such accelerated rights, and (ii) the loss by the Company of a compensation deduction.

Material Terms of SARs

We have awarded a total of 175,000 SARs to the following directors and executive officers under the LTIP:

Name	**SARs**
DeForest Soaries	10,000
Deborah Haynes	10,000
Phil Swatzell	10,000
Scott Reed	10,000
Steve Hovde	10,000
Dave McMaster	25,000
Robert Kennedy	25,000
Steve Anderson	25,000
Laura Graham	25,000
John Pileggi	25,000

SARs issued to directors and executive officers are subject to certain specified vesting conditions under the LTIP, as follows:

(a) Twenty percent (20%) of the total SARs (rounded down to the nearest whole share) shall vest and become exercisable on the first anniversary of the Date of Grant, provided the Participant is employed by (or, if the Participant is a Contractor or an Outside Director, is providing services to) the Company or a Subsidiary on that date.

(b) An additional twenty percent (20%) of the total SARs (rounded down to the nearest whole share) shall vest and become exercisable on the second anniversary of the Date of Grant, provided the Participant is employed by (or, if the Participant is a Contractor or an Outside Director, is providing services to) the Company or a Subsidiary on that date.

(c) An additional twenty percent (20%) of the total SARs (rounded down to the nearest whole share) shall vest and become exercisable on the third anniversary of the Date of Grant, provided the Participant is employed by (or, if the Participant is a Contractor or an Outside Director, is providing services to) the Company or a Subsidiary on that date.

(d) An additional twenty percent (20%) of the total SARs (rounded down to the nearest whole share) shall vest and become exercisable on the fourth anniversary of the Date of Grant, provided the Participant is employed by (or, if the Participant is a Contractor or an Outside Director, is providing services to) the Company or a Subsidiary on that date.

(e) The remaining total SARs shall vest and become exercisable on the fifth anniversary of the Date of Grant, provided the Participant is employed by (or, if the Participant is a Contractor or an Outside Director, is providing services to) the Company or a Subsidiary on that date.

(f) Notwithstanding the foregoing, in the event that (i) a Change in Control occurs or (ii) the Participant incurs a Termination of Service (A) due to his death or Total and Permanent Disability or (B) with the Company's consent, for any other reason other than for Cause, provided that such Termination of Service occurs at least three years following the Date of Grant, then immediately prior to the effective date of such Change in Control or Termination of Service, as applicable, the total SARs not previously vested shall thereupon immediately become fully vested and exercisable, if not previously so exercisable.

The SARs may be settled in stock or cash in accordance with their terms. Prior to the vesting of such SARs, the holders thereof will have no rights as stockholders with respect to such SARs, including voting rights or the right to receive dividends, dividend equivalents or distributions. Any stock-settled vesting of such SARs will affect the capitalization of the Company. *See "CAPITALIZATION."*

Maximum Share Authorization Policy

The number of shares available for issuance under the LTIP shall at no time exceed 20% of the Company's authorized and outstanding Common Stock, determined on a fully diluted basis. The number of shares of Common Stock that may be satisfied by the issuance of shares of Common Stock shall only be counted against the maximum number of shares that may be issued under the LTIP during the period that any such award is outstanding or to the extent such award is satisfied by the issuance of shares. If the settlement of an award does not require the issuance of shares, such award shall not reduce the number of shares that may be issued pursuant to the LTIP.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

We are party to various related-party transactions with certain directors, officers and various companies or entities affiliated with such directors and officers. A description of the material terms of the relationships are described below.

Current Relationship with Uncommon Charitable Impact

Robert Kennedy currently serves as our Chief Financial Officer. He also serves on the board of directors of Uncommon Charitable Impact. His role in both companies may create a conflict of interests in connection with our strategic relationship with Uncommon Charitable Impact.

Current Relationship with UGC Investment Holding LLC

Robert Kennedy, who currently serves as our Chief Financial Officer, Scott Reed, who currently serves on our Board, and Phil Swatzell, who currently serves on our Board, each also serve as a Manager of UGC Investment Holding LLC. Their roles in both companies may create a conflict of interests in connection with our contractual relationship with UGC Investment Holding LLC.

Cash Payment and Indemnification Agreement

In order to satisfy the conditions to the Lender's entry into the Loan Agreement, Mr. Ron Baldwin personally guaranteed the repayment of the Company's indebtedness to the Lender in accordance with the terms of the Loan Agreement and related documents (the "***Baldwin Guaranty***"). As consideration for providing the Lender with a personal guaranty, the Company agreed to issue cash payments to Mr. Baldwin in an annual aggregate amount of $30,000.00 per year until the expiration or earlier termination of the Loan Agreement, to be paid to Mr. Baldwin in monthly installments in the amount of $2,500.00 beginning on the first day of each calendar month immediately following the Lender's extension of loans or other credit pursuant to the Loan Agreement (it being understood that, upon the expiration or earlier termination of the Loan Agreement, such monthly payments shall immediately cease, and the Company shall not be required to pay the remainder of the annual aggregate amount for the then-current calendar year). The Company also entered into an indemnification agreement whereby the Company would indemnify Mr. Baldwin when and if the Baldwin Guaranty is invoked by the Lender.

Indemnification of Directors and Officers

Our Certificate of Incorporation and Bylaws require us to indemnify our directors and officers to the fullest extent permitted by Delaware law.

INDEPENDENT AUDITORS

Commencing with the fiscal year ended December 31, 2018, the financial statements of the Company will be audited by a registered independent auditor.

WHERE YOU CAN FIND MORE INFORMATION

This Memorandum is not intended to constitute a complete disclosure document under any federal or state securities laws. You and your authorized representative(s) may ask questions concerning the terms and conditions of the Offering and the business of the Company thereafter, and you may also obtain additional information to the extent that we possess such information or can acquire it without unreasonable effort or expense.

You may obtain additional information from the Company by requesting it at the following address:

Uncommon Giving Corporation
Director of Investor Relations
7033 E. Greenway Parkway, Suite 110
Scottsdale, AZ 85254
investorrelations@uncommon.today
(480) 590-5231

If you would like to request documents from the Company, please do so as soon as possible. You should rely only on the information contained in this Memorandum to determine whether to invest in the Company.

This Memorandum is dated July 15, 2020. You should not assume that the information in this document is accurate as of any other date than such date, and the mailing of this document will not create any implication to the contrary.

APPENDIX A

Form of Subscription Agreement

[See attached.]

UNCOMMON GIVING CORPORATION

OFFERING OF COMMON STOCK

SUBSCRIPTION AGREEMENT

Reference is made to the July 15, 2020 Private Placement Memorandum (the "***Memorandum***") of Uncommon Giving Corporation, a Delaware corporation (the "***Company***") with respect to the offering of Securities (as defined below) in the Company (the "***Offering***").

A. By signing and submitting this subscription agreement (the "***Subscription Agreement***"), you represent and agree, and intend that the Company rely on your representations and agreements, as follows:

1. **Subscription.** This is a subscription for _____ securities of the Company (the "***Securities***"), each consisting of one (1) share of common stock of the Company, par value $0.001 per share (the "***Common Stock***") and one (1) warrant (each, a "***Warrant***" and collectively, the "***Warrants***") to purchase 0.2 shares of Common Stock at $10.00 per Security in the Company for a total investment of **$_____** (the "***Subscription Amount***"), payable in immediately available United States dollars. You understand that the Securities Act of 1933, as amended (the "***Securities Act***"), provides for certain required minimum suitability standards for any prospective investor to qualify as an "***Accredited Investor***," as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act; and the satisfaction of such minimum suitability standards does not necessarily mean that an investment in the Company is a suitable investment for any particular Accredited Investor. You understand that your subscription is strictly subject to the acceptance or rejection, in whole or in part, by the Company, in the Company's sole discretion, and that your subscription shall not be binding on the Company unless and until this Subscription Agreement has been countersigned by the Company; and, that in determining whether a subscription is acceptable, the Company will rely on the responses, representations, and warranties and agreements made by you in this Subscription Agreement.

2. **Sophistication / Purchaser Representative(s).** You acknowledge that the Company strongly encourages all subscribers to this Subscription Agreement to retain a professional financial and/or investment advisor(s) to advise and counsel them with respect to the legal, tax and other related financial matters with regard to this investment ("***Purchaser Representative(s)***"). However, the Company defers to your sole judgment and discretion whether or not you elect to do so. Mark the appropriate item below acknowledging: a) your **election not to retain a Purchaser Representative(s)** to advise and counsel you with respect to this investment by reason of your personal knowledge and experience in financial and business matters; or, b) your **election to retain a Purchaser Representative(s)** to advise and counsel you with respect to this investment:

   ☐ You have **elected not to retain a Purchaser Representative** to advise you with respect to this investment; or,

   ☐ You have **elected to retain the Purchaser Representative(s)** listed on Exhibit A to this Subscription Agreement, to advise you with respect to this investment.

3. **Private Placement Memorandum.** You acknowledge receipt of a copy of the Memorandum, which describes the terms and conditions of the Offering, as well as such other information as you and any Purchaser Representative(s), if retained, deem necessary or appropriate. You acknowledge that you and your Purchaser Representative(s), if retained, have carefully read and understand the Memorandum, and that in reaching the conclusion that you desire to purchase the Securities, you are not relying on information or representations from any source other than the Memorandum. You acknowledge that we have made available to you and any Purchaser Representative(s), if retained, the opportunity to obtain additional information to verify the accuracy of the information contained in the Memorandum or to evaluate the merits and risks of this investment. You acknowledge that you and any Purchaser

Representative(s), if retained, had the opportunity to ask questions of the Board of Directors, officers or other personnel of the Company, and, to the extent you or your Purchaser Representative(s), if retained, requested information, he received satisfactory answers concerning the terms and conditions of the Offering and the information in the Memorandum.

4. **Full Understanding and Acceptance of Risk.** You acknowledge that you, alone or together with any Purchaser Representatives(s), if retained, have such knowledge and experience in financial and business matters that you are capable of evaluating the merits and risks of this investment and acknowledge such your full understanding that there can be no assurance that the Company will be able to successfully achieve the investment objectives stated in the Memorandum. Further, you accept the risk of a complete loss of your total investment in the Company.

   You and any Purchaser Representative(s), if retained, agree that no statement or inducement was made to you contrary to the statements contained in the Memorandum. In reaching the conclusion that you desire to acquire the Securities, you have carefully evaluated your financial resources and investment position, and the risk associated with this investment and acknowledge that you are able to bear the economic risks of this investment. You are aware that the purchase of the Securities is speculative and involves a high degree of risk, and that you are able to bear the tax and economic risks of the investment in the Securities and can afford the complete loss of your investment in the Company.

5. **No Distribution or Resale.** You represent, warrant and agree that you are acquiring the Securities solely for your own account, for investment, and not with a view to the distribution or resale. You further represent that your financial condition is such that you are not under any present necessity, or constraint, to dispose of such Securities to satisfy any existing or contemplated debt or undertaking.

6. **No Registration.** You are aware of the fact that the Securities have not been registered, nor is registration contemplated, under the Securities Act, and accordingly, that the Securities must be held indefinitely unless they are subsequently registered under the Securities Act or unless, in an opinion of counsel satisfactory to the Company, a sale or transfer may be made without registration. You are further aware that you may not be entitled to make any sales or transfers of the Securities pursuant to the exemption afforded by Rule 144 under the Securities Act. You acknowledge that the transfer of the Securities may also be restricted in accordance with the terms of the Amended and Restated Bylaws (the "***Bylaws***") and the Amended and Restated Certificate of Incorporation (the "***Certificate of Incorporation***") of the Company. You agree that if any certificates evidencing shares of Common Stock of the Company are issued to you, such certificates may bear a legend restricting their transfer and that a notation may be made in the records of the Company restricting the transfer of such shares containing substantially the following language:

   THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, HAVE NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAW, AND ARE SUBJECT TO A SUBSCRIPTION AGREEMENT. THEY MAY NOT BE SOLD, OFFERED FOR SALE, OR TRANSFERRED IN THE ABSENCE OF EITHER AN EFFECTIVE REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND UNDER THE APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL FOR THE COMPANY THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND UNDER THE APPLICABLE STATE SECURITIES LAWS. TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY ALSO BE RESTRICTED IN ACCORDANCE WITH THE TERMS OF THE AMENDED AND RESTATED BYLAWS AND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF THE COMPANY.

7. **No Oversight or Review.** You understand that no federal or state securities commission has approved, disapproved, endorsed or recommended the Offering. No independent person has confirmed the accuracy or truthfulness of the Memorandum, or whether it is complete. You understand that any representation to the contrary is illegal.

8. **Investor Questionnaire.** Please verify that you are an Accredited Investor by indicating as follows:

   a. ***Verification of status as an Accredited Investor under Regulation D for individual persons (entities and trusts need not answer).*** You represent and warrant that you are an Accredited Investor and further represent and warrant as follows (please INITIAL or CHECK all applicable items):

      i. You will be the sole party owner of the Securities, are at least 21 years of age and a bona fide resident and domiciliary (not a temporary or transient resident) of the state listed opposite your signature on this Subscription Agreement;

      _____ **Yes** **or** _____ **No;**

      ii. You have a net worth, or joint net worth with your spouse, in excess of $1,000,000.00[1] excluding the fair market value of your primary residence;

      _____ **Yes** **or** _____ **No;**

      iii. You had an individual annual income[2] (exclusive of any income attributable to your spouse) in excess of $200,000.00 in each of the past two years, and reasonably expect to have an individual annual income in excess of $200,000.00 in the current year;

      _____ **Yes** **or** _____ **No;**

      iv. You had joint annual income[3] with your spouse in excess of $300,000.00 in each of the past two years, and reasonably expect to have joint annual income in excess of $300,000.00 in the current year;

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[1] As used in this item, "***net worth***" means the excess of total assets at fair market value, including home furnishings and automobiles, over total liabilities; provided that, (i) the investor's primary residence shall not be included as an asset, (ii) indebtedness that is secured by the investor's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of the interest, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of the interest exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability), and (iii) indebtedness that is secured by the investor's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of the interest shall be included as a liability.

[2] For purposes of this item, "***individual annual income***" means adjusted gross income as reported for U.S. federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any interest income received which is tax-exempt under Section 103 of the Internal Revenue Code of 1986, as amended (the "***Code"),*** (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040), (iii) any deduction claimed for depletion under Section 611 *et seq.* of the Code, and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Code prior to its repeal by the Tax Reform Act of 1986.

[3] For purposes of this item, "***joint annual income***" means adjusted gross income as reported for U.S. federal income tax purposes, including any income attributable to a spouse or to property owned by a spouse increased by the following amounts (including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any interest income received which is tax-exempt under Section 103 of the Code, (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040), (iii) any deduction claimed for depletion under Section 611 *et seq.* of the Code, and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Code prior to its repeal by the Tax Reform Act of 1986.

_____ **Yes** **or** _____ **No;**

v. You are a director or executive officer of the Company;

_____ **Yes** **or** _____ **No.**

b. ***Verification of status as an Accredited Investor under Regulation D for trusts (individuals and non-trust entities need not respond).*** You represent that you are an Accredited Investor which was not formed for the specific purpose of acquiring the Securities and further represent as follows:

i. You are a trust that (a) has total assets in excess of $5,000,000.00 and (b) the purchase of an interest is being directed by a "sophisticated person." *As used in the foregoing sentence, a "sophisticated person" means a person who has such knowledge and experience in financial and business matters that he/she/it is capable of evaluating the merits and risks of the prospective investment. If you answer "Yes" to this item, please provide the full legal name of the sophisticated person below:*

_____

_____ **Yes** **or** _____ **No;**

ii. You are: (a) a "bank" as defined in Section 3(a)(2) of the Securities Act, a savings and loan association, or other institution as described in Section 3(a)(5)(A) of the Securities Act; (b) acting in a fiduciary capacity; and (c) subscribing for an interest on behalf of a trust account or accounts.

_____ **Yes** **or** _____ **No;**

iii. You are a revocable trust that may be amended or revoked at any time by the grantor(s) *(i.e.,* settlor(s)) thereof, and each grantor is an Accredited Investor, as described in Section 9(a). *If you answer "Yes" to this item, please list the full legal name(s) of each grantor below and describe the basis upon which each grantor qualifies as an Accredited Investor:*[4]

_____ **Yes** **or** _____ **No;**

_____

_____

[4] For purposes of this item, "***Accredited Investor***" includes any individual that (i) has a net worth, or joint net worth with his or her spouse, in excess of $1,000,000.00 excluding the fair market value of his or her primary residence; (ii) has an individual annual income (exclusive of any income attributable to his or her spouse) in excess of $200,000.00 in each of the past two years, and reasonably expects to have an individual annual income in excess of $200,000.00 in the current year; (iii) had joint annual income with his or her spouse in excess of $300,000.00 in each of the past two years, and reasonably expect to have joint annual income in excess of $300,000.00 in the current year; or (iv) is a director or executive officer of the Company.

c. ***Verification of status as an Accredited Investor under Regulation D for entities (individuals and trusts need not respond).*** You represent that you are an Accredited Investor which was not formed for the specific purpose of acquiring the Securities and further represent as follows:

i. You are an entity that has total assets in excess of $5,000,000.00;

_____ **Yes** **or** _____ **No;**

ii. You are an "employee benefit plan" within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***"), and the decision to invest in the Company was made by a plan fiduciary (as defined in Section 3(21) of ERISA) that is a bank, savings and loan association, insurance company or investment adviser registered with the U.S. Securities and Exchange Commission (the "***SEC***"). The name of the plan fiduciary is:

_____

_____ **Yes** **or** _____ **No;**

iii. You are an "employee benefit plan" within the meaning of ERISA and have total assets in excess of $5,000,000.

_____ **Yes** **or** _____ **No;**

iv. You are 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, and has total assets in excess of $5,000,000.00.

_____ **Yes** **or** _____ **No;**

v. You are an individual retirement account, Keogh Plan or other self-directed defined contribution plan in which a participant may exercise control over the investment of assets credited to his or her account and the investing participant is an Accredited Investor, as described in Section 9(a). *If you answer "Yes" to this item, please list the full legal name of the investing participant below and describe the basis upon which such participant qualifies as an Accredited Investor:*[5]

_____ **Yes** **or** _____ **No;**

_____

_____

vi. You are an organization described in Section 501(c)(3) of the Internal Revenue Code (the "***Code***") which was not formed for the specific purpose of acquiring an interest and has total assets in excess of $5,000,000.00.

[5] For purposes of this item, "***Accredited Investor***" includes any individual that (i) has a net worth, or joint net worth with his or her spouse, in excess of $1,000,000.00 excluding the fair market value of his or her primary residence; (ii) has an individual annual income (exclusive of any income attributable to his or her spouse) in excess of $200,000.00 in each of the past two years, and reasonably expects to have an individual annual income in excess of $200,000.00 in the current year; (iii) had joint annual income with his or her spouse in excess of $300,000.00 in each of the past two years, and reasonably expect to have joint annual income in excess of $300,000.00 in the current year; or (iv) is a director or executive officer of the Company.

_____ **Yes** **or** _____ **No;**

vii. You are a "bank" as defined in Section 3(a)(2) of the Securities Act or a savings and loan association, or other institution described in Section 3(a)(5)(A) of the Securities Act acting in its individual capacity.

_____ **Yes** **or** _____ **No;**

viii. You are an insurance company as defined in Section 2(13) of the Securities Act.

_____ **Yes** **or** _____ **No;**

ix. You are a broker or dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934, as amended (the ***"Exchange Act"***).

_____ **Yes** **or** _____ **No;**

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

_____ **Yes** **or** _____ **No;**

xi. You are 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.

_____ **Yes** **or** _____ **No;**

xii. You are 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.

_____ **Yes** **or** _____ **No;**

xiii. Each beneficial owner of your equity interests is an Accredited Investor *(i.e.*, can qualify as an Accredited Investor under one or more of the foregoing categories in Section 9(b) or (c)). *If you answer "Yes" to this item only, please list the full legal name(s) of each of your beneficial owners below and describe the basis upon which each equity owner qualifies as an Accredited Investor:* [6]

_____ **Yes** **or** _____ **No;**

_____

d. ***Investor Representative.*** You represent and warrant that if you are acting as agent, trustee, nominee, custodian, investment manager, administrator or otherwise (for such purpose, you are an "***Investor Representative***") for or with respect to one or more persons (with respect to each such person, the "***Beneficial Holder***"), you understand, acknowledge and agree that the

[6] For purposes of this item, "***Accredited Investor***" includes (a) any individual that (i) has a net worth, or joint net worth with his or her spouse, in excess of $1,000,000.00 excluding the fair market value of his or her primary residence; (ii) has an individual annual income (exclusive of any income attributable to his or her spouse) in excess of $200,000.00 in each of the past two years, and reasonably expects to have an individual annual income in excess of $200,000.00 in the current year; (iii) had joint annual income with his or her spouse in excess of $300,000.00 in each of the past two years, and reasonably expect to have joint annual income in excess of $300,000.00 in the current year; or (iv) is a director or executive officer of the Company; or (b) any trust or entity described in Sections 9(b)-(c).

representations, warranties and covenants made herein are made by you (i) with respect to the Beneficial Holder, and (ii) with respect to you. You represent and warrant that you have all requisite power and authority from the Beneficial Holder to execute and perform the obligations under this Subscription Agreement. You also agree to indemnify the Company from and against any and all costs, fees, expenses and losses (including legal fees and disbursements) incurred by the Company and resulting (directly or indirectly) from your misrepresentation or misstatement contained herein or the assertion of your lack of proper authorization from the Beneficial Holder to enter into this Subscription Agreement or perform the obligations hereof or related hereto. If you are acting as Investor Representative for a Beneficial Holder, you acknowledge that any reference to "***Subscriber***" or "***you***" herein shall be deemed, where applicable, to refer to both you and the Beneficial Holder. You have delivered the Memorandum and this Subscription Agreement to such Beneficial Holder and you shall promptly deliver to such Beneficial Holder any supplements or amendments to such documents that are delivered to you or to which you have been provided access. If you are acting as Investor Representative with respect to one or more Beneficial Holder(s), you agree to provide any additional documents and information that the Company reasonably requests.

e. ***Suitability and Sophistication.*** You represent and warrant that:

i. You have such knowledge and experience in financial and business matters such that you are capable of evaluating the merits and risks associated with an investment in the Company and are able to bear such risks, and have obtained, in your judgment, sufficient information from the Company to evaluate the merits and risks of an investment in the Company. You have evaluated the risks of an investment in the Company, understand there are substantial risks of loss incidental to the purchase of an interest and have determined that an interest is a suitable and appropriate investment for you. You have carefully reviewed and understand the various risks and conflicts of interest.

_____ **Yes** **or** _____ **No;**

ii. You have previously invested in membership units, stock, investment partnerships, venture capital or real estate funds or purchased non-marketable or restricted securities *(i.e.,* those which were sold in reliance upon the private offering exemption under the Securities Act):

_____ **Yes** **or** _____ **No;**

iii. You understand that this investment provides limited liquidity since the Securities are not freely transferable:

_____ **Yes** **or** _____ **No.**

9. **Bad Actor Representations**

Please select the "**True**" box if any of the following statements is true with respect to the Subscriber or any beneficial owner of the Subscriber that has, or shares, the power to vote or dispose of an interest in the Company[7] or the "**False**" box if it is not true.

a. _____ (True) Has been convicted, within the prior ten years, of any felony or misdemeanor: (A) in connection with the

[7] The holder of Securities in the Company should answer the questions with respect to itself and each other person that has, or shares, directly or indirectly, the power to vote or dispose of such Securities as interpreted by Rule 13d-3 under the Securities Act.

_____ (False) purchase or sale of any security; (B) involving the making of any false filing with the SEC; or (C) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities.

b. _____ (True)
_____ (False) Is or ever has been subject to any order, judgment or decree of any court of competent jurisdiction, entered within the prior five years, that restrains or enjoins it or him/her from engaging or continuing to engage in any conduct or practice: (A) in connection with the purchase or sale of any security; (B) involving the making of any false filing with the SEC; or (C) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities.

c. _____ (True)
_____ (False) Is or ever has been subject to a final order of a U.S. state securities commission (or an agency or officer of a U.S. state performing like functions); a U.S. state authority that supervises or examines banks, savings associations, or credit unions; a U.S. state insurance commission (or an agency or officer of a state performing like functions); an appropriate U.S. federal banking agency; the U.S. Commodity Futures Trading Commission (the "***CFTC***"); or the U.S. National Credit Union Administration that: (A) bars it or him/her from: (1) association with an entity regulated by such commission, authority, agency, or officer; (2) engaging in the business of securities, insurance or banking; or (3) engaging in savings association or credit union activities; or (B) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within the last ten years.

d. _____ (True)
_____ (False) Is or ever has been subject to an order of the SEC entered pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act of 1940, as amended (the "***Advisers Act***"), that, (A) suspends or revokes its or his/her registration as a broker, dealer, municipal securities dealer or investment adviser; (B) places limitations on its or his/her activities, functions or operations; or (C) bars it or his/her from being associated with any entity or from participating in the offering of any penny stock.

e. _____ (True)
_____ (False) Is or ever has been subject to any order of the SEC entered within the last five years that orders it or him/her to cease and desist from committing or causing a violation or future violation of: (A) any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, and

		17 CFR 240.10b-5, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Advisers Act, or any other rule or regulation thereunder; or (B) Section 5 of the Securities Act.
f.	_____ (True) _____ (False)	Is or ever has been suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade.
g.	_____ (True) _____ (False)	Has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within the prior five years, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued.
h.	_____ (True) _____ (False)	Is or ever has been subject to a United States Postal Service false representation order entered within the last five years, or a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

10. **Term of Offering / No Escrow of Subscription.** The Offering will terminate on the earlier of: (i) the date on which the entire Offering is subscribed, or (ii) December 31, 2020 (subject to the right of the Company to extend the Offering). **You acknowledge that: (a) there is no minimum number of the Securities that must be sold in the Offering or prior to the acceptance by the Company of your subscription, (b) the offering is being made on a "best efforts no minimum" basis and all proceeds from the sale of such Securities shall be deposited in the Company's general account upon its acceptance of each subscription, and (c) no proceeds from the sale of Securities shall be placed in an escrow account upon receipt. The Company is free to reject any subscription in whole or in part.**

11. **Irrevocable Subscription.** You understand and agree that this subscription is irrevocable and that the representations and warranties made in this Subscription Agreement will survive the subscription's being accepted.

12. **Indemnification. You acknowledge that the Company and its Board of Directors are relying on the representation, and agreements you are making in this Subscription Agreement as the basis, in part, for the determination that the offer and sale of the Securities are not subject to the registration requirements of the Securities Act or any applicable state securities laws.** Accordingly, you agree to indemnify and hold the Company harmless from any and all liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) which the Company may incur by reason of your failure to fulfill any of the terms, conditions and requirements of you under this Subscription Agreement, or by reason of your breach of any of your representations or warranties contained in it. This Subscription Agreement and the representations contained in it shall be binding upon your heirs, executors, administrators, successors and assigns. The agreements and representations

made in this Subscription Agreement shall become effective and binding upon your heirs, legal representatives, successors and assigns upon the Company's written acceptance of this Subscription Agreement in the space provided below.

13. **Non-Natural Persons.** If you are an entity, you (i) are duly organized, validly existing and in good standing under the laws of your jurisdiction of organization, (ii) have all requisite power and authority to execute and deliver and perform your obligations under this Subscription Agreement, and (iii) were not formed for the purpose of investing in the Securities. The execution, delivery and performance of this Subscription Agreement have been duly authorized by all necessary action on your part of and no other proceeding on your part is necessary to authorize the execution and delivery of this Subscription Agreement and the consummation by you of the transactions contemplated herein.

14. **Forward-Looking Information.** The Subscriber understands that information concerning the Company or its business in the Memorandum may contain forward-looking information. The Subscriber represents that the Subscriber has viewed any forward-looking information with a critical frame of mind and if appropriate, the Subscriber has discussed the information with the officers and other personnel of the Company in order to form a better judgment regarding the information. The Subscriber acknowledges and understands that any information provided about the Company's future plans and prospects is uncertain and subject to all of the uncertainties inherent in future predictions. The Subscriber is not relying on any of the Company's financial projections or forward-looking statements in making an investment decision to purchase the Securities.

15. **Value of Securities.** The Subscriber understands that the Company makes no assurances whatsoever concerning the present or prospective value of the Securities, the price of which has been arbitrarily determined.

16. **Residency.** The Subscriber is a resident of the state and country set forth on the signature page hereto.

17. **Not Subject to Backup Withholding.** The Subscriber certifies, under penalty of perjury, that the Subscriber is not subject to the backup withholding provisions of the Code. (Note: The Subscriber is subject to backup withholding if: (i) the Subscriber fails to furnish its Social Security Number or Taxpayer Identification Number herein; (ii) the Internal Revenue Service notifies the Company that the Subscriber furnished an incorrect Social Security Number or Taxpayer Identification Number; (iii) the Subscriber is notified that it is subject to backup withholding; or (iv) the Subscriber fails to certify that it is not subject to backup withholding or the Subscriber fails to certify the Subscriber's Social Security Number or Taxpayer Identification Number.)

18. **Legal Representation.** The Subscriber understands that: (i) the Company has engaged legal counsel to provide assistance to the Company in connection with the offer and sale of the Securities; (ii) legal counsel engaged by the Company does not represent the Subscriber or the Subscriber's interests; (iii) this legal counsel has conducted only nominal due diligence in connection with the offering of the Securities and the Company; and (iv) the Subscriber is not relying on legal counsel engaged by the Company. The Subscriber has had the opportunity to engage, and obtain advice from, the Subscriber's own legal counsel with respect to the investment contemplated herein.

19. **Up to 180-Day Restriction on Transfer After a Public Offering of the Securities.** The Subscriber understands that the Company at a future date may file a registration or offering statement with the SEC to facilitate a public offering of its securities. The Subscriber agrees, for the benefit of the Company, that should such an initial public offering be made and should the managing underwriter of such offering require all one percent (1%) or greater equity holders to enter into a lock-up agreement not to exceed 180 days in length, the undersigned will enter into such lock-up agreement and will not, without the prior written consent of the Company and such underwriter, sell, transfer or otherwise dispose of, or agree to sell, transfer, pledge, option or otherwise dispose of any securities of the Company.

20. **Stop Transfer Order.** The Subscriber agrees that the Company may place a stop transfer order with its registrar and transfer agent (if any) covering the Securities.

21. **No Public Information**. The Subscriber understands and acknowledges that the Company currently does not file periodic reports with the SEC pursuant to the requirements of Sections 13 or 15(d) of the Exchange Act, and may not be obligated to file such reports at any time in the future.

22. **Relationship to Brokerage Firms.** (Please answer the following questions by initialing or checking the appropriate response, or if answer to each is no, circle "NO" here):

____ YES ____ NO	Is the Subscriber a director, officer, partner, branch manager, registered representative, employee, stockholder of, or similarly related to or employed by, a brokerage firm?
____ YES ____ NO	Is the Subscriber's spouse, father, mother, father-in-law, mother-in-law, or any of the Subscriber's brothers, sisters, brothers-in-laws, sisters-in-law or children, or any relative which the Subscriber supports, a director, officer, partner, branch manager, registered representative, employee, stockholder of, or similarly related to or engage by, a brokerage firm?
____ YES ____ NO	Does the Subscriber own voting securities of any brokerage firm?

(If the Subscriber answered YES to any of the foregoing questions, please contact the Company to provide additional information before the subscription can be considered.)

23. **Arbitration.** The Subscriber further agrees that any dispute regarding this Subscription Agreement or the Subscriber's investment in the Company (including without limitation claims pursuant to federal or state securities laws), including any claim which is made against any agent or broker-dealer involved in the offer or sale of the Securities, will be resolved by arbitration which will be the sole forum for resolution of any such disputes. Unless otherwise agreed by the parties, any such proceedings shall be brought in the State of Arizona, County of Maricopa, pursuant to the Rules and Code of Arbitration of the American Arbitration Association, except that if a bona fide claim is made against the Company, and an agent or broker-dealer is named in connection with the claim, then the claim must be brought pursuant to the Rules and Code of Arbitration of the Financial Industry Regulatory Authority.

24. **Counterparts.** This Subscription Agreement may be executed by the Company and by the Subscriber in separate counterparts, each of which will be deemed an original.

25. **Acceptance.** This Subscription Agreement is not binding on the Company until accepted in writing by an authorized officer of the Company.

26. **Anti-Money Laundering Representations.** The Subscriber hereby represents, warrants and certifies to the Company and hereby agrees, as follows:

The Subscriber should check the website of the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") at http://www.treas.gov/officesienforcementiofac/ (the "OFAC Website") before making the following representations and agreements.

a. The Subscriber acknowledges that the Company prohibits investments in the Company by or on behalf of the following persons or entities (each, a ***"Prohibited Investor"***) and represents that none of it, any person controlling or controlled by it, or any of its beneficial owners, is a Prohibited Investor:

i. A country, territory, individual or entity whose name appears on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC, which is available through the OFAC Website;

ii. An individual who resides in or is a citizen of, or an entity that maintains a place of business in, or any person whose funds are transferred from or through a country subject to any sanctions program administered by OFAC, a list of which is available through the OFAC Website; and

iii. A "***Foreign Shell Bank***" as defined in the U.S. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, as amended, which generally means a non-U.S. bank that does not conduct banking operations at a physical location.

b. The investment was not, is not and will not directly or indirectly be derived from, or related to, any activities that contravene or may contravene applicable laws and regulations, including applicable anti-money laundering laws and regulations. No consideration that the Subscriber has contributed or will contribute to the Company shall cause the Company or any entity that maintains a bank account for the Company to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Act of 1986 or the United States International Money Laundering Abatement and Anti-Terrorism Financing Act of 2001.

c. The Subscriber shall promptly on demand provide any information and execute and deliver any documents as the Company or any of its respective affiliates or agents may request to verify the identity and source of funds of the Subscriber in accordance with applicable legal and regulatory requirements relating to anti-money laundering including, without limitation, the Subscriber's anti-money laundering policies and procedures, background documentation relating to the Subscriber's directors, trustees, settlors, beneficial owners and/or control persons, and audited financial statements, if any.

d. None of the Subscriber, any of its affiliates, or any of their beneficial owners is a person or entity listed in Executive Order 13224 Blocking Terrorist Property And Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism or the Annex thereto (the "***Annex***"), as published at http://treas.gov/offices/enforcement/ofac/programs/ on the date hereof, and as updated from time to time by OFAC. Furthermore, neither the Subscriber nor any of its affiliates is an agent or intermediary for any entity or person listed in the Annex. The Subscriber will also take reasonable steps to ensure that its affiliates and any parties for which it is acting as an agent or intermediary are not listed in the Annex.

e. The Subscriber acknowledges that United States federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals identified on the OFAC Website.[8] In addition, the programs administered by OFAC ("***OFAC Programs***") prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists. The Subscriber represents and warrants that, to the best of its knowledge and belief, none of (i) the Subscriber; (ii) any person controlling or controlled by the Subscriber; (iii) if the Subscriber is a privately held entity, any person having beneficial ownership of the Subscriber; or (iv) any person for whom the Subscriber is acting as agent or nominee in connection with this subscription (collectively, the

[8] These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

"***Investor Parties***") is a country, territory, individual or entity named on an OFAC list, and none of the Investor Parties is a person or entity prohibited under the OFAC Programs.

f. None of the Investor Parties is (A) a senior foreign political figure[9] or an immediate family member[10] or close associate[11] of a senior foreign political figure, (B) a politically exposed person[12] (as such term is defined in the rules of the Financial Action Task Force on Money Laundering) or (C) a person or entity resident in or whose investment or other payments are transferred from or through an account in any foreign country or territory that has been designated as noncooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization ceases to concur.

g. If the Subscriber is a non-U.S. banking institution (a "***Non-U.S. Bank***"), or if the Subscriber receives deposits from, makes payments on behalf of or handles other financial transactions related to a Non-U.S. Bank:

   i. the Non-U.S. Bank has a fixed address, other than solely an electronic address, in a country in which the Non-U.S. Bank is authorized to conduct banking activities;

   ii. the Non-U.S. Bank employs one or more individuals on a full-time basis;

   iii. the Non-U.S. Bank maintains operating records related to its banking activities;

   iv. the Non-U.S. Bank is subject to inspection by the banking authority that licensed the Non-U.S. Bank to conduct banking activities; and

   v. the Non-U.S. Bank does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a regulated affiliate.

h. The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in the Bylaws, the Certificate of Incorporation, any side letter or any other agreement, to the extent required by any anti-money laundering law or regulation or by OFAC or otherwise, the Company may prohibit additional investments, restrict dividends or take any other reasonably necessary or advisable action with respect to the Subscriber or its interest, and the Subscriber shall have no claim, and shall not pursue any claim, against the Company, its agents or any other person in connection therewith. The Company or its agents may disclose the Subscriber's identity to OFAC or other governmental or regulatory authorities.

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[9] A "***senior foreign political figure***" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether or not elected), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[10] "***Immediate family***" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[11] A "***close associate***" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on behalf of the senior foreign political figure.

[12] "***Politically Exposed Person***" means individuals who are or have been entrusted with prominent public functions in a foreign country, including heads of state or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials, and family members or close associates of any of the foregoing.

i. The Subscriber understands and agrees that any distribution or other payment made by the Company will be paid to the same account from which the Subscriber's investment was originally remitted, unless the Company, in its sole discretion, agrees otherwise.

j. The Subscriber understands and agrees that the Company will only accept wire transfers from, or pay any distribution proceeds or other amounts to, an account maintained in the name of the Subscriber at a banking institution that is located in the United States or another country that is a member of the Financial Action Task Force on Anti-Money Laundering.

k. If the Subscriber is a private entity, it has conducted reasonable and appropriate due diligence with respect to all persons having beneficial ownership of the Subscriber in order to: (i) identify all persons having beneficial ownership of the Subscriber and (ii) verify the identity of all persons having beneficial ownership of the Subscriber. The Subscriber agrees that it will retain evidence of any such due diligence, persons having beneficial ownership interests of the Subscriber and source of funds.

l. If the Subscriber has retained a Purchaser Representative, it shall provide a copy of such Purchaser Representative's anti-money laundering policies ("***AML Policies***"), to the extent applicable, to the Company. The Subscriber represents that it and its Purchaser Representative are in compliance with the AML Policies, the AML Policies have been approved or reviewed by counsel or internal compliance personnel reasonably informed of anti-money laundering policies and their implementation, and the Purchaser Representative has not received a deficiency letter, negative report or any similar determination regarding the AML Policies from independent accountants, internal auditors or some other person responsible for reviewing compliance with the AML Policies.

27. **Miscellaneous.**

a. This Subscription Agreement is not assignable. It is and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

b. This Subscription Agreement shall be governed by laws of the State of Delaware, without regard to conflict of laws principles. The parties to it consent to personal jurisdiction and venue exclusively in the State of Delaware with respect to any action or proceeding brought with respect to this Subscription Agreement.

c. This Subscription Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set out in it. No modification, waiver or amendment of any of the provisions of this Subscription Agreement shall be effective unless in writing and signed by both parties to it.

d. No waiver of any breach of any terms of this Subscription Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

e. If any provision or portion of this Subscription Agreement or the application of it to any person or party or circumstances is found to be invalid or unenforceable under applicable law, the remainder of it will remain in effect.

f. Each of the parties to this Subscription Agreement will cooperate and take such actions, and execute such other documents, at the execution of it or subsequently, as may be reasonably requested by the other in order to carry out its provisions and purposes.

B. **Capitalization of the Company**. The Company hereby represents and warrants to the Subscriber as of the date hereof that immediately following the consummation of the transactions contemplated by this Subscription Agreement, the Subscriber will hold the Securities in the Company set forth on Exhibit B hereto. Immediately following the consummation of the transactions contemplated by this Subscription Agreement and the other subscription agreements by and between the Company and the subscriber parties thereto (including those subscription agreements, note and warrant purchase agreements or note purchase agreements executed pursuant to the Company's private placement memoranda (collectively, the "***PPM***")), except as contemplated by such agreements, this Subscription Agreement, the PPM or any amendments to the Certificate of Incorporation, and other than up to 1,000,000 shares of Common Stock reserved for use as part of the Company's management incentive plans and 300,000 shares of Common Stock issued to the Founders prior to the Offering, there will be no existing options, warrants, calls, pre-emptive rights, subscriptions, profit or equity appreciation rights, phantom equity or other similar rights, or other rights, agreements, arrangements or commitments of any character, relating to the issued or unissued Common Stock of the Company or any other equity security of, or equity interest in, the Company obligating the Company to issue, transfer or sell or cause to be issued, transferred or sold any equity security or equity interest or voting debt of, or other debt interest in, the Company or securities convertible into or exchangeable for such equity securities or interests, or obligating the Company to grant, extend or enter into any such option, warrant, call, subscription or other right, agreement, arrangement or commitment, and there will be no outstanding statutory or contractual obligations of the Company to repurchase, redeem or otherwise acquire any Securities or equity securities of the Company.

[Remainder of page intentionally left blank.]

UNCOMMON GIVING CORPORATION

SUBSCRIPTION AGREEMENT INVESTOR INFORMATION PAGE

Investor Name(s): _____

Individual Investors

Date of Birth: _____ Nationality: _____

Place of Birth: _____ Occupation: _____

Residential Address: _____

Social Security Number: _____

Entity Investors

Address of Investor for Fund Records:

_____

_____

Registered Office Address of Investor:

_____

_____

U.S. Tax Identification Number:

_____

Approximate number of beneficial or equity owners:

_____

Type of Legal Entity:

_____

Date of Formation:

_____

Jurisdiction of Formation:

_____

Name and Title of Authorized Person Completing the Questionnaire:

_____

Primary Contact:

Address: _____
_____
City: _____ State: ____ Zip:_____

Cell phone: _____
Fax: _____
E-mail: _____

Mailing Address (if different from street address):

Address: _____
_____
City: _____ State: ____ Zip:_____

Copies of all correspondence should also be sent to the following person:

Name: _____
Address: _____
_____
City: _____ State: ____ Zip:_____

Cell phone: _____
Fax: _____
E-mail: _____

Investor Type:

❑	Individual	❑ Individual Retirement Plan	❑ Estate
❑	Limited Liability Company	❑ Partnership	❑ Foundation
❑	Trust	❑ Corporation	❑ Endowment
❑	Community Property	❑ Charitable Remainder Trust	❑ Other
❑	Tenants in Common		Specify:

❑ Joint Tenants (with rights of survivorship)

If "Joint Tenants," are the parties that comprise the joint tenancy married to one another?

❑ Yes ❑ No

UNCOMMON GIVING CORPORATION

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

The Subscriber hereby: (1) tenders the Subscription Amount and subscribes for the number of Securities indicated above and (2) acknowledges that the Company may issue fewer than the number of Securities you subscribed for in its sole discretion.

INDIVIDUALS

Signature	Spouse Signature
Date:	Date:
Print Name:	Print Name:

ENTITIES

Signature	Signature
Print Name of Trustee or Other Fiduciary	Print Name of Co-Trustee or Other Fiduciary
Title (if applicable)	Title (if applicable)
Date	Date

Signature of Grantor

Print Name of Grantor

Date

FOR INTERNAL USE ONLY

ACCEPTANCE PAGE
TO
SUBSCRIPTION AGREEMENT

The Company acknowledges receipt of, and accepts, the Subscription Agreement and payment of the Subscription Amount.

Uncommon Giving Corporation

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT A

PURCHASER REPRESENTATIVE(S)

EXHIBIT B

SUBSCRIBER'S SECURITIES

Subscriber	Common Stock	Warrants	Purchase Price

APPENDIX B

Certificate of Incorporation of the Company

[See attached.]

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:06 PM 05/04/2020
FILED 03:06 PM 05/04/2020
SR 20203412298 - File Number 7034648

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF UNCOMMON GIVING CORPORATION

May 4, 2020

(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)

IT IS HEREBY CERTIFIED:

1. The name of the corporation is Uncommon Giving Corporation (the "***Corporation***"), and the Corporation was originally incorporated pursuant to the General Corporation Law of the State of Delaware on September 25, 2018 under the name Uncommon Giving Corporation (the "***Original Certificate***").

2. The Original Certificate was amended and restated and an Amended and Restated Certificate of Incorporation was filed with the Secretary of State of Delaware on July 22, 2019 (the "***First Amended and Restated Certificate***").

3. The First Amended and Restated Certificate is hereby amended and restated by substituting, in lieu thereof, the Amended and Restated Certificate of Incorporation attached hereto as Annex A.

3. The provisions of the Corporation's certificate of incorporation, as herein amended, are hereby restated and integrated into the single instrument that is attached hereto as Annex A and entitled "Amended and Restated Certificate of Incorporation of Uncommon Giving Corporation."

4. The following Amended and Restated Certificate of Incorporation has been duly adopted by the stockholders of the Corporation in the manner prescribed by Sections 242 and 245 of the General Corporation Law of the State of Delaware.

5. The certificate of incorporation of the Corporation, as amended and restated herein, shall at the effective time of this Amended and Restated Certificate of Incorporation read as set forth on Annex A hereto.

/s/ Ron Baldwin
Ron Baldwin
Chief Executive Officer

Annex A

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

UNCOMMON GIVING CORPORATION

ARTICLE I

NAME

Section 1.1. Name. The name of the corporation is Uncommon Giving Corporation (the "***Corporation***").

ARTICLE II

REGISTERED OFFICE AND AGENT

Section 2.1. Address. The address of its registered office in the State of Delaware is 16192 Coastal Hwy., Lewes, Sussex County, DE 19958. The name of its registered agent at such address is Harvard Business Services, Inc.

ARTICLE III

PURPOSE AND POWERS

Section 3.1. Purpose. The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended (the "***DGCL***").

ARTICLE IV

CAPITAL STOCK

Section 4.1. Capitalization. The total number of shares of stock that the Corporation shall have authority to issue is fifteen million (15,000,000) shares, consisting of thirteen million (13,000,000) shares of common stock, par value $0.001 per share (the "***Common Stock***"), and two million (2,000,000) shares of preferred stock, par value $0.001 per share (the "***Preferred Stock***").

Section 4.2. Common Stock. The Common Stock shall have the rights, powers, qualifications and limitations as set forth in this Section 4.2.

(a) Voting Rights. Each holder of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote; provided, that except as otherwise required by the DGCL, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding classes of Common Stock or series of Preferred Stock if the holders of such affected class or series are entitled, either separately or together with the holders of one or more other such class or series, to vote thereon pursuant to this Certificate of Incorporation (including any certificate of designations relating to any series of Preferred Stock) or pursuant to the DGCL.

(b) Dividends and Distributions.

(i) Subject to the rights of the holders of Preferred Stock, holders of Common Stock shall be entitled to receive such dividends and other distributions in cash, securities or other property of the Corporation as may be declared thereon by the Board of Directors (the "***Board***") from time to time out of the assets or funds of the Corporation legally available therefor and shall share equally on a per share basis in all such dividends and other distributions.

(c) Conversion Rights. Except as provided in Sectin 4.2(c)(ii) and (e) below, the Common Stock shall not be convertible into, or exchangeable for, shares of any other class or classes of the Corporation's capital stock.

(d) Liquidation, Dissolution or Winding Up. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, after payment or provision for payment of the debts and other liabilities of the Corporation and subject to the rights of the holders of shares of any series of Preferred Stock upon such liquidation, dissolution or winding up, if any, the holders of all outstanding shares of Common Stock shall be entitled to receive the remaining assets of the Corporation available therefor and shall share equally on a per share basis in all such distributions. A merger or consolidation of the Corporation with or into any other corporation or entity, or a sale, lease, exchange, conveyance or other disposition of all or any part of the assets of the Corporation shall not be deemed to be a voluntary or involuntary liquidation, dissolution or winding up of the Corporation within the meaning of this Section 4.2(d).

(e) Reclassification of Common Stock. Upon this Amended and Restated Certificate of Incorporation becoming effective pursuant to the DGCL (the "***Effective Date***"), (i) each authorized share of the Corporation's existing Class A common stock, par value of $0.001 (the "***Class A Common Stock***") and any shares of Class A Common Stock issuable pursuant to any warrants granted by the Company prior to the Effective Date shall automatically and without any action on the part of the holder thereof be reclassified as and converted into one share of Common Stock and (ii) authorized share of the Corporation's existing Class B common stock, par value of $0.001 shall automatically and without any action on the part of the holder thereof be reclassified as and converted into one share of Common Stock.

Section 4.3. Preferred Stock. Shares of Preferred Stock may be issued from time to time in one or more series. The Board is authorized, to provide by resolution or resolutions from time to time for the issuance, out of the authorized but unissued shares of Preferred Stock, of all or any of the shares of Preferred Stock in one or more series, and to establish the number of shares to be included in each such series, and to fix the voting powers (full, limited or no voting powers), designations, powers, preferences, and relative, participating, optional or other rights, if any, and any qualifications, limitations or restrictions thereof, of such series, including, without limitation, that any such series may be (i) subject to redemption at such time or times and at such price or prices, (ii) entitled to receive dividends (which may be cumulative or non-cumulative) at such rates, on such conditions, and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or series of capital stock, (iii) entitled to such rights upon the liquidation, dissolution or winding up of, or upon any distribution of the assets of, the Corporation or (iv) convertible into, or exchangeable for, shares of any other class or classes of capital stock, or of any other series of the same class of capital stock, of the Corporation at such price or prices or at such rates and with such adjustments; all as may be stated in such resolution or resolutions, which resolution or resolutions shall be set forth on a certificate of designations filed with the Secretary of State of the State of Delaware in accordance with the DGCL. Except as otherwise provided in this Certificate of Incorporation, no vote of the holders of Preferred Stock or Common Stock shall be a prerequisite to the designation or issuance of any shares of any series of Preferred Stock authorized by and complying with the conditions of this Certificate of Incorporation. Notwithstanding the provisions of Section 242(b)(2) of the DGCL, the number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the outstanding shares of capital stock of the Corporation entitled to vote, without the separate vote of the holders of the Preferred Stock as a class. Subject to Section 4.1 of this Article IV, the Board is also expressly authorized to increase or decrease the number of shares of any series of Preferred Stock subsequent to the issuance of shares of that series, but not below the number of shares of such series then outstanding. Unless otherwise expressly provided in the certificate of designations in respect of any series of Preferred Stock, in case the number of shares of such series shall be decreased in accordance with the foregoing sentence, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series.

ARTICLE V

AMENDMENTS

Section 5.1. Bylaws. The Board shall have the power to adopt, alter, amend, change or repeal the Bylaws of the Corporation (the "***Bylaws***") solely by resolution adopted by the affirmative vote of a majority of the directors then in office. The stockholders may adopt, amend or repeal the Bylaws only with the affirmative vote of the holders of not less than a majority of the total voting power of all outstanding securities of the Corporation then entitled to vote generally in the election of directors (the "***Voting Stock***"), voting together as a single class.

Section 5.2. Certificate of Incorporation. The Corporation reserves the right at any time from time to time to alter, amend, change or repeal any provision contained in this Certificate of Incorporation, and to adopt any other provision authorized by the

DGCL, in the manner now or hereafter prescribed herein and by the DGCL, and all rights conferred upon stockholders herein are granted subject to this reservation. Notwithstanding anything to the contrary contained in this Certificate of Incorporation or the Bylaws, and notwithstanding that a lesser percentage or vote may be permitted from time to time by applicable law, no provision of this Article V, Article VI, Article VII, Article VIII, Article IX, Article X or Article XI may be altered, amended, changed or repealed in any respect, nor may any provision of this Certificate of Incorporation or of the Bylaws inconsistent therewith be adopted, unless in addition to any other vote required by this Certificate of Incorporation or otherwise required by law, (i) prior to the Trigger Date (as defined below), such alteration, amendment, repeal or adoption is approved by the affirmative vote of the holders of a majority of the Voting Stock, voting together as a single class and (ii) from and after the Trigger Date, such alteration, amendment, repeal or adoption is approved at a meeting of the stockholders called for that purpose by the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the Voting Stock, voting together as a single class.

ARTICLE VI

BOARD OF DIRECTORS

Section 6.1. Board of Directors. The business and affairs of the Corporation shall be managed by or under the direction of the Board, which shall consist of not less than three (3) directors, with the exact number of directors to be determined from time to time solely by resolution adopted by the affirmative vote of a majority of the directors then in office.

Section 6.2. Composition. Each initial director of the Board shall hold office until the first annual meeting of stockholders and until his successor has been duly elected and qualified, or until such director's earlier death, resignation or removal. Thereafter, each director who is elected at an annual meeting of stockholders, and each director who is elected in the interim to fill a vacancy or a newly created directorship, shall hold office until the next annual meeting of stockholders and until his successor has been duly elected and qualified, or until such director's earlier death, resignation or removal. A majority of the directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board and, except as otherwise expressly required by law or by this Certificate of Incorporation, the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board. Election of directors need not be by written ballot unless the Bylaws so provide.

Section 6.3. Cumulative Voting. There shall be no cumulative voting in the election of directors.

Section 6.4. Board Vacancies. Vacancies on the Board resulting from death, resignation, removal or otherwise and newly created directorships resulting from any increase in the number of directors shall, except as otherwise provided by law, be filled solely by a majority of the directors then in office or by the sole remaining director.

Section 6.5. Removal. (i) Prior to the Trigger Date, any director may be removed from office at any time with or without cause by the affirmative vote of the holders of at least a majority of the Voting Stock, voting together as a single class and (ii) after the Trigger Date, any director may be removed from office at any time with or without cause, at a meeting called for that purpose, by the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the Voting Stock, voting together as a single class.

Section 6.6. Class. Notwithstanding anything else contained herein, whenever the holders of one or more classes or series of Preferred Stock shall have the right, voting separately as a class or series, to elect directors, the election, term of office, filling of vacancies, removal and other features of such directorships shall be governed by the terms of the resolution or resolutions adopted by the Board pursuant to Article IV applicable thereto, and such directors so elected shall not be subject to the provisions of this Article VI unless otherwise provided therein.

ARTICLE VII

MEETINGS OF STOCKHOLDERS

Section 7.1. Annual Meetings. An annual meeting of stockholders for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting shall be held at such place, on such date, and at such time as the Board shall determine (or the Chairman in the absence of a designation by the Board). Advance notice of stockholder nominations for the election of directors of the Corporation and of business to be brought by stockholders before any meeting of stockholders of the Corporation will be given in the manner provided in the Bylaws.

Section 7.2. Special Meetings. Special meetings of the stockholders may be called only by (i) the Board acting pursuant to a resolution adopted by a majority of the directors then in office, or by the President or Chief Executive Officer of the Corporation and

may not be called by any other person, (ii) prior to the Trigger Date, by the Secretary of the Corporation at the request of the holders of fifty percent (50%) or more of the outstanding shares of Common Stock, and shall not be called by the stockholders, or (iii) from and after the Trigger Date, by the Secretary of the Corporation at the request of the holders of ten percent (10%) or more of the outstanding shares of Common Stock, and shall not be called by the stockholders. Any business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting. Notwithstanding the foregoing, whenever holders of one or more classes or series of Preferred Stock shall have the right, voting separately as a class or series, to elect directors, such holders may call, pursuant to the terms of the resolution or resolutions adopted by the Board pursuant to Article IV, special meetings of holders of such Preferred Stock.

Section 7.3. Action by Written Consent. Any action required or permitted to be taken by stockholders at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than a majority of the shares entitled to vote, or, if greater, not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted; provided, that from and after the Trigger Date, any action required or permitted to be taken by the stockholders of the Corporation may be effected only at a duly called annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders.

ARTICLE VIII

INDEMNIFICATION

Section 8.1. Limitation of Liability. To the fullest extent permitted by the DGCL, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Without limiting the effect of the preceding sentence, if the DGCL is hereafter amended to authorize the further elimination or limitation of the liabilities of a director, then the liability of a director of the Corporation will be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. No amendment to, modification of or repeal of this Section 8.1 shall apply to have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

Section 8.2. Indemnification. The Corporation shall have the power to indemnify, advance expenses, and hold harmless to the fullest extent permitted by the DGCL any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director, officer, employee or agent of the Corporation, any predecessor of the Corporation or any subsidiary or affiliate of the Corporation, or serves or served at any other enterprise as a director, officer, employee or agent at the request of the Corporation or any predecessor to the Corporation. The Corporation shall indemnify any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director or officer of the Corporation or any predecessor of the Corporation, or serves or served at any other enterprise as a director or officer at the request of the Corporation, any predecessor to the Corporation or any subsidiary or any affiliate of the Corporation as and to the extent (and on the terms and subject to the conditions) set forth in the Bylaws or in any contract of indemnification entered into by the Corporation and any such person. Any amendment, repeal or modification of this Section 8.2 shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

Section 8.3. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the DGCL.

Section 8.4. Non-Exclusivity. The rights and authority conferred in this Article VIII shall not be exclusive of any other right which any person may otherwise have or hereafter acquire.

Section 8.5. Vested Rights. Neither the amendment nor repeal of this Article VIII, nor the adoption of any provision of this Certificate of Incorporation or the Bylaws, nor, to the fullest extent permitted by the DGCL, any modification of law, shall adversely affect any right or protection of any person granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification (regardless of when any proceeding (or part thereof) relating to such event, act or omission arises or is first threatened, commenced or completed).

ARTICLE IX

BUSINESS COMBINATIONS

Section 9.1. Election. The Corporation shall not be governed by Section 203 of the DGCL.

Section 9.2. Business Combinations. Notwithstanding the foregoing, the Corporation shall not engage in any business combination (as defined below), at any point in time at which the Corporation's Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, with any interested stockholder (as defined below) for a period of three (3) years following the time that such stockholder became an interested stockholder, unless:

(a) prior to such time, the Board approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder, or

(b) upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least eighty-five percent (85%) of the Voting Stock of the Corporation outstanding at the time the transaction commenced, excluding for purposes of determining the Voting Stock outstanding (but not the outstanding Voting Stock owned by the interested stockholder) those shares owned (i) by persons who are directors and also officers and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

(c) at or subsequent to such time, the business combination is approved by the Board and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the outstanding Voting Stock which is not owned by the interested stockholder.

ARTICLE X

FORUM SELECTION

Section 10.1. Choice of Forum. Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation or any director, officer or other employee of the Corporation arising pursuant to any provision of the DGCL or this Certificate of Incorporation or Bylaws (as either may be amended from time to time) or (iv) any action asserting a claim against the Corporation or any director, officer or other employee of the Corporation governed by the internal affairs doctrine shall be the Court of Chancery of the State of Delaware (or if no Court of Chancery located within the State of Delaware has jurisdiction, the Federal District Court for the District of Delaware). Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XI.

ARTICLE XI

DEFINITIONS

Section 11.1. Definitions. Except as otherwise set forth herein, for purposes of this Certificate of Incorporation the following terms shall have the meanings indicated:

(a) "***affiliate***" shall mean a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another person.

(b) "***associate,***" when used to indicate a relationship with any person, shall mean:

(i) any corporation, partnership, unincorporated association or other entity of which such person is a director, officer or partner or is, directly or indirectly, the owner of twenty percent (20%) or more of any class of voting stock;

(ii) any trust or other estate in which such person has at least a twenty percent (20%) beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity; and

(iii) any relative or spouse of such person, or any relative of such spouse, who has the same residence as such person.

(c) "***beneficial ownership***" shall be determined in accordance with Rule 13d-3 promulgated under the Exchange Act.

(d) "***business combination***," when used in reference to the Corporation and any interested stockholder of the Corporation, shall mean:

(i) any merger or consolidation of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation with (A) the interested stockholder, or (B) with any other corporation, partnership, unincorporated association or other entity if the merger or consolidation is caused by the interested stockholder and as a result of such merger or consolidation Section 9.2 is not applicable to the surviving entity;

(ii) any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a stockholder of the Corporation, to or with the interested stockholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation which assets have an aggregate market value equal to ten percent (10%) or more of either the aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the outstanding stock of the Corporation;

(iii) any transaction which results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any stock of the Corporation or of such subsidiary to the interested stockholder, except: (A) pursuant to the exercise, exchange or conversion of any security exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary which security was outstanding prior to the time that the interested stockholder became such; (B) pursuant to a merger under Section 251(g) of the DGCL; (C) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into, stock of the Corporation or any such subsidiary which security is distributed pro rata to all holders of a class or series of stock of the Corporation subsequent to the time the interested stockholder became such; (D) pursuant to an exchange offer by the Corporation to purchase stock made on the same terms to all holders of said stock; or (E) any issuance or transfer of stock by the Corporation; provided, that in no case under items (C)-(E) of this subparagraph shall there be an increase in the interested stockholder's proportionate share of the stock of any class or series of the Corporation or of the Voting Stock of the Corporation;

(iv) any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation which has the effect, directly or indirectly, of increasing the proportionate share of the stock of any class or series, or of securities exercisable for, exchangeable for or convertible into the stock of any class or series, of the Corporation or of any such subsidiary which is owned by the interested stockholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption of any shares of stock not caused, directly or indirectly, by the interested stockholder; or

(v) any receipt by the interested stockholder of the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees, pledges or other financial benefits (other than those expressly permitted in Section 13.1(d)(i)-(iv) of this Article XII) provided by or through the Corporation or any direct or indirect majority-owned subsidiary.

(e) "***control***," including the terms "***controlling***," "***controlled by***" and "***under common control with***," shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting stock, by contract or otherwise. A person who is the owner of twenty percent (20%) or more of the outstanding voting stock of any corporation, partnership, unincorporated association or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary. Notwithstanding the foregoing, a presumption of control shall not apply where such person holds voting stock, in good faith and not for the purpose of circumventing this section, as an agent, bank, broker, nominee, custodian or trustee for one or more owners who do not individually or as a group have control of such entity.

(f) "***Exchange Act***" shall mean the Securities Exchange Act of 1934, as amended.

(g) "***interested stockholder***" shall mean any person (other than the Corporation and any direct or indirect majority-owned subsidiary of the Corporation) that (i) is the owner of fifteen percent (15%) or more of the outstanding Voting Stock of the Corporation, or (ii) is an affiliate or associate of the Corporation and was the owner of fifteen percent (15%) or more of the outstanding Voting Stock of the Corporation at any time within the three year period immediately prior to the date on which it is sought to be determined whether such person is an interested stockholder, and the affiliates and associates of such person; provided, that the term "interested stockholder" shall not include any person whose ownership of shares in excess of the fifteen percent (15%) limitation set forth herein is the result of any action taken solely by the Corporation; provided, that such person shall be an interested stockholder if thereafter such person acquires additional shares of Voting Stock of the Corporation, except as a result of further corporate action not caused, directly or indirectly, by such person. For the purpose of determining whether a person is an interested stockholder, the Voting Stock of the Corporation deemed to be outstanding shall include stock deemed to be owned by the person through application of the definition of "owner" below but shall not include any other unissued stock of the Corporation which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

(h) "***owner***," including the terms "***own***" and "***owned***," when used with respect to any stock, shall mean a person that individually or with or through any of its affiliates or associates:

(i) beneficially owns such stock;

(ii) has (a) the right to acquire such stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise; provided, that a person shall not be deemed the owner of stock tendered pursuant to a tender or exchange offer made by such person or any of such person's affiliates or associates until such tendered stock is accepted for purchase or exchange; or (b) the right to vote such stock pursuant to any agreement, arrangement or understanding; provided, that a person shall not be deemed the owner of any stock because of such person's right to vote such stock if the agreement, arrangement or understanding to vote such stock arises solely from a revocable proxy or consent given in response to a proxy or consent solicitation made to ten (10) or more persons; or

(iii) has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in item (b) of subsection (ii) above), or disposing of such stock with any other person that beneficially owns, or whose affiliates or associates beneficially own, directly or indirectly, such stock.

(i) "***person***" shall mean an individual, any general partnership, limited partnership, limited liability company, corporation, trust, business trust, joint stock company, joint venture, unincorporated association, cooperative or association or any other legal entity or organization of whatever nature, and shall include any successor (by merger or otherwise) of such entity.

(j) "***stock***" shall mean, with respect to any corporation, capital stock and, with respect to any other entity, any equity interest.

(k) "***Trigger Date***" shall mean the effective date of any registration statement for the sale of shares of the Corporation's stock; provided, however, "Trigger Date" shall not mean the effective date of any offering statement prepared and filed with the U.S. Securities and Exchange Commission in connection with any issuance of shares of the Corporation's stock pursuant to Regulation A promulgated under the Securities Act of 1933, as amended.

ARTICLE XII

INCORPORATOR

Section 12.1. Incorporator. The name and mailing address of the incorporator is as follows: Chelsea Belote, 2323 Victory Ave., Ste. 700, Dallas, TX 75219.

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APPENDIX C

Bylaws of the Company

[See attached.]

BYLAWS

OF

UNCOMMON GIVING CORPORATION

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ARTICLE I

OFFICES

Section 1.01. Registered Office. The address of the registered office of Uncommon Giving Corporation (the "***Corporation***") in the State of Delaware is 16192 Coastal Hwy., Lewes, DE 19958.

Section 1.02. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

Section 1.03. Books. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be maintained on any information storage device or method; provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to applicable law.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 2.01. Time and Place of Meetings. All meetings of stockholders shall be held at such place, either within or without the State of Delaware, on such date and at such time as may be determined from time to time by the Board of Directors (or the Chairman in the absence of a designation by the Board of Directors).

Section 2.02. Annual Meetings. An annual meeting of stockholders, commencing with the year 2019, shall be held for the election of directors and to transact such other business as may properly be brought before the meeting, which shall be held at such date, time and place, if any, as shall be determined by the Board of Directors and stated in the notice of the meeting.

Section 2.03. Special Meetings. Special meetings of stockholders may be called for any purpose (including, without limitation, the filling of board vacancies and newly created directorships), and may be held at such time and place, within or without the State of Delaware, as shall be stated in a notice of meeting or in a duly executed waiver of notice thereof. Such meetings may be called by by (i) the Board acting pursuant to a resolution adopted by a majority of the Whole Board, or by the Chief Executive Officer of the Corporation, (ii) prior to the effective date of any registration statement for the sale of shares of the Corporation's stock (the "***Trigger Date***"), by the Secretary of the Corporation at the request of the holders of fifty percent (50%) or more of the outstanding shares of the Corporation entitled to vote at the special meeting, and shall not be called by the stockholders, or (iii) from and after the Trigger Date, by the Secretary of the Corporation at the request of the holders of ten percent (10%) or more of the outstanding shares of the Corporation entitled to vote at the special meeting, and shall not be called by the stockholders. The only business which may be conducted at a special meeting shall be the matter or matters set forth in the notice of such meeting.

Section 2.04. Conduct at Meetings. The Chairman of the Board of Directors or the Chief Executive Officer of the Corporation shall act as chairman or co-chairman, as applicable, of any meetings of stockholders. The Secretary or Assistant Secretary of the Corporation shall act as secretary of the meeting. If neither the Secretary nor an Assistant Secretary is present, the chairman of the meeting shall appoint a secretary of the meeting. The Board of Directors may adopt such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Unless otherwise determined by the Board of Directors prior to the meeting, the chairman of the meeting shall determine the order of business and shall have the authority in his or her discretion to regulate the conduct of any such meeting, including, without limitation, convening the meeting and adjourning the meeting

(whether or not a quorum is present), announcing the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote, imposing restrictions on the persons (other than stockholders of record of the Corporation or their duly appointed proxies) who may attend any such meeting, establishing procedures for the dismissal of business not properly presented, maintaining order at the meeting and safety of those present, restricting entry to the meeting after the time fixed for commencement thereof and limiting the circumstances in which any person may make a statement or ask questions at any meeting of stockholders.

Section 2.05. Notice of Meetings and Adjourned Meetings; Waivers of Notice.

(a) Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended ("***Delaware Law***"), such notice shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder of record entitled to vote at such meeting. The Board of Directors or the chairman of the meeting may adjourn the meeting to another time or place (whether or not a quorum is present), and notice need not be given of the adjourned meeting if the time, place, if any, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and voting at such meeting, are announced at the meeting at which such adjournment is made. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(b) A written waiver of any such notice signed by the person entitled thereto, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.06. Quorum. Unless otherwise provided under the Corporation's Certificate of Incorporation or these Bylaws and subject to Delaware Law, the presence, in person or by proxy, of the holders of a majority of the outstanding capital stock of the Corporation entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the chairman of the meeting or a majority in voting interest of the stockholders present in person or represented by proxy may adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted that might have been transacted at the meeting as originally notified.

Section 2.07. Voting.

(a) Unless otherwise provided by Delaware Law or the Certificate of Incorporation, each stockholder shall be entitled to one vote for each outstanding share of capital stock of the Corporation held by such stockholder. Any share of capital stock of the Corporation held by the Corporation shall have no voting rights. Except as otherwise provided by Delaware Law, the Certificate of Incorporation or these Bylaws, in all matters other than the election of directors, the affirmative vote of the majority of the shares of capital stock of the Corporation present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders. Subject to the rights of the holders of any series of preferred stock to elect additional directors under specific circumstances, directors shall be elected by a plurality of the votes of the shares of capital stock of the Corporation present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

(b) Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, appointed by an instrument in writing, subscribed by such stockholder or by his attorney thereunto authorized, or by proxy sent by cable, telegram or by any means of electronic communication permitted by law, which results in a writing from such stockholder or by his attorney, and delivered to the secretary of the meeting.

Except as otherwise provided in a stockholders agreement or a voting agreement, copies of which shall be kept on file with the Corporation, pursuant to which such stockholders have entered into certain voting and other arrangements as set forth therein, no proxy shall be voted after three (3) years from its date, unless said proxy provides for a longer period.

(c) In determining the number of votes cast for or against a proposal or nominee, shares abstaining from voting on a matter and votes by a broker that have not been directed by the beneficial owner will be counted for purposes of determining a quorum but not for purposes of determining the number of votes cast.

Section 2.08. Permitted Actions by Written Consent. Unless otherwise provided in a stockholders agreement or the Certificate of Incorporation, an action to be taken at any annual or special meeting of stockholders may not be taken without a meeting, without prior notice or without a vote.

Section 2.09. Organization. At each meeting of stockholders, the Chairman of the Board of Directors, if one shall have been elected, or the Chief Executive Officer of the Corporation shall act as chairman or co-chairman, as applicable, of the meeting. The Secretary (or in the Secretary's absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting) shall act as secretary of the meeting and keep the minutes thereof.

Section 2.10. Order of Business. The order of business at all meetings of stockholders shall be as determined by the chairman of the meeting.

Section 2.11. Voting Lists. The officer or agent having charge of the transfer book for stock of the Corporation shall make, at least ten (10) days before such meeting, a complete list of the stockholders entitled to vote at such meeting, arranged in alphabetical order, with the address of and the number of shares of stock held by each, available for inspection by any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at the Corporation's principal executive offices or at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the entire meeting, and may be inspected by any stockholder who is present at the meeting. The original stock transfer books (or any duplicates thereof maintained by the Corporation) shall be the only evidence of the identity of the stockholders entitled to examine such list or transfer books or to vote at any meeting of stockholders.

Section 2.12. Advance Notice of Stockholder Nominations and Proposals.

(a) Timely Notice. At an annual meeting of the stockholders, only such nominations of persons for the election to the Board of Directors shall be considered and such other business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, nominations or such other business must be: (i) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (ii) otherwise properly brought before the meeting by or at the direction of the Board of Directors or (iii) otherwise properly brought before an annual meeting by a stockholder (A) who is a stockholder of record of the Corporation (and, with respect to any beneficial owner, if different, on whose behalf such business is proposed or such nomination or nominations are made, only if such beneficial owner is the beneficial owner of shares of the Corporation) both at the time such notice of meeting is delivered and on the record date for the determination of stockholders entitled to vote at the annual meeting of stockholders, (B) who is entitled to vote at the meeting and (C) who complies with the notice procedures set forth in this Section 2.12. In addition, any proposal of business (other than the nomination of persons for election to the Board of Directors) must be a proper matter for stockholder action. For nominations or other business to be properly brought before an annual meeting by a stockholder, the stockholder or stockholders of record intending to propose the business (the "***Proposing Stockholder***") must have given timely notice thereof pursuant to this Section 2.12(a) or Section 2.12(c) below, as applicable, in writing to the Secretary of the Corporation. To be timely, a Proposing Stockholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation: (x) not later than the close of business on the ninetieth (90^{th}) day, nor earlier than the close of business on the one hundred and twentieth (120^{th}) day in advance of the anniversary of the previous year's annual meeting if such meeting is to be held on a day which is not more than thirty (30) days in advance of the anniversary of the previous year's annual meeting or not later than seventy (70) days after the anniversary of the previous year's annual meeting; and (y) with respect to any other annual meeting of stockholders, not later than the close of business on the later of the ninetieth (90^{th}) day prior to

such annual meeting or the close of business on the tenth (10th) day following the date of Public Disclosure of the date of such meeting. In no event shall an adjournment, deferral or postponement of an annual meeting or Public Disclosure thereof commence a new notice time period (or extend any notice time period) for the giving of a stockholder's notice as described above. For purposes of this Section 2.12(a), "***Public Disclosure***" shall mean a disclosure made in a press release reported by the Dow Jones News Services, The Associated Press or a comparable national news service or in a document filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), and the rules and regulations promulgated thereunder.

(b) Stockholder Nominations. For the nomination of any person or persons for election to the Board of Directors, a Proposing Stockholder's notice to the Secretary of the Corporation shall set forth (i) the name, age, business address and residence address of each nominee proposed in such notice, (ii) the principal occupation or employment of each such nominee, (iii) the number of shares of capital stock of the Corporation which are owned of record and beneficially by each such nominee (if any), (iv) such other information concerning each such nominee as would be required to be disclosed in a proxy statement soliciting proxies for the election of such nominee as a director in an election contest (even if an election contest is not involved) or that is otherwise required to be disclosed, under Section 14(a) of the Exchange Act, (v) a description of all direct and indirect compensation and other material agreements, arrangements and understandings during the past three (3) years, and any other material relationships, between or among the Proposing Stockholder or beneficial owner or any of their affiliates or associates, or others acting in concert therewith, on the one hand, and each proposed nominee and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 promulgated under Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant, (vi) a completed and signed questionnaire regarding the background and qualification of such person to serve as a director, a copy of which may be obtained upon request to the Secretary, (vii) the consent of the nominee to being named in the proxy statement as a nominee and to serving as a director if elected, and (viii) as to the Proposing Stockholder: (A) the name and address of the Proposing Stockholder as they appear on the Corporation's books and of the beneficial owner, if any, on whose behalf the nomination is being made, (B) the class or series and number of shares of the Corporation's capital stock which are directly or indirectly owned by the Proposing Stockholder (beneficially and of record) and owned by the beneficial owner, if any, on whose behalf the nomination is being made, as of the date of the Proposing Stockholder's notice, and a representation that the Proposing Stockholder will notify the Corporation in writing of the class and number of such shares owned of record and beneficially as of the record date for the meeting promptly following the later of the record date or the date notice of the record date is first publicly disclosed, (C) a description of any agreement, arrangement or understanding with respect to such nomination between or among the Proposing Stockholder and any of its affiliates or associates, and any others (including their names) acting in concert with any of the foregoing, and a representation that the Proposing Stockholder will notify the Corporation in writing of any such agreement, arrangement or understanding in effect as of the record date for the meeting promptly following the later of the record date or the date notice of the record date is first publicly disclosed, (D) the class or series, if any, and number of options, warrants, puts, calls, convertible securities, stock appreciation rights, or similar rights, obligations or commitments with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares or other securities of the Corporation or with a value derived in whole or in part from the value of any class or series of shares or other securities of the Corporation, whether or not such instrument, right, obligation or commitment shall be subject to settlement in the underlying class or series of shares or other securities of the Corporation (each a "***Derivative Security***"), which are, directly or indirectly, beneficially owned by the Proposing Stockholder or beneficial owner or any of their affiliates or associates, (E) any agreement, arrangement, understanding, or relationship, including any repurchase or similar so-called "stock borrowing" agreement or arrangement, engaged in, directly or indirectly, by the Proposing Stockholder or beneficial owner or any of their affiliates or associates, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of any class or series of capital stock or other securities of the Corporation by, manage the risk of share price changes for, or increase or decrease the voting power of, such stockholder or beneficial owner or any affiliate or associate of the Proposing Stockholder or beneficial owner with respect to any class or series of capital stock or other securities of the Corporation, or that provides, directly or indirectly, the opportunity to profit from any decrease in the price or value of any class or series or capital stock or other securities of the Corporation, (F) a description of any other direct or indirect opportunity to profit or share in

any profit (including any performance-based fees) derived from any increase or decrease in the value of shares or other securities of the Corporation, (G) any proxy, contract, arrangement, understanding or relationship pursuant to which the Proposing Stockholder or beneficial owner or any of their affiliates or associates has a right to vote any shares or other securities of the Corporation, (H) any rights to dividends on the shares of the Corporation owned beneficially by the Proposing Stockholder or such beneficial owner or any of their affiliates or associates that are separated or separable from the underlying shares of the Corporation, (I) any proportionate interest in shares of the Corporation or Derivative Securities held directly or indirectly, by a general or limited partnership in which the Proposing Stockholder or beneficial owner or any of their affiliates or associates is a general partner or, directly or indirectly, beneficially owns an interest in a general partner, if any, (J) a description of all agreements, arrangements, and understandings between the Proposing Stockholder or beneficial owner or any of their affiliates or associates and any other person(s) (including their name(s)) in connection with or related to the ownership or voting of capital stock of the Corporation or Derivative Securities, (K) a representation that the Proposing Stockholder is a holder of record of shares of the Corporation entitled to vote at the meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice, and (L) a representation as to whether the Proposing Stockholder intends to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve the nomination and/or otherwise to solicit proxies from stockholders in support of the nomination. The Corporation may require any proposed nominee to furnish such other information as it may reasonably require to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee.

(c) Other Stockholder Proposals. For all business other than director nominations, a Proposing Stockholder's notice to the Secretary of the Corporation shall set forth as to each matter the Proposing Stockholder proposes to bring before the annual meeting: (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) any other information relating to such stockholder and beneficial owner, if any, on whose behalf the proposal is being made, required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for the proposal and pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder and (iii) the information required by Section 2.12(b) above.

(d) Proxy Rules. Notwithstanding the foregoing provisions of this Section 2.12, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section 2.12. Nothing in this section shall be deemed to (i) affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act (or any successor rule thereto), (ii) confer upon any stockholder a right to have a nominee or any proposed business included in the Corporation's proxy statement, or (iii) affect any rights of the holders of any series of preferred stock to elect directors pursuant to any applicable provisions of the Certificate of Incorporation.

(e) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as is a proper matter for stockholder action under Delaware Law and as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (i) by or at the direction of the Board of Directors or (ii) provided that the Board of Directors has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who (A) is a stockholder of record of the Corporation (and, with respect to any beneficial owner, if different, on whose behalf such nomination or nominations are made, only if such beneficial owner is the beneficial owner of shares of the Corporation) both at the time the notice provided for in this Section 2.12 is delivered to the Secretary of the Corporation and upon the record date for the determination of stockholders entitled to vote at the meeting, (B) who is entitled to vote at the meeting and upon such election and (C) who complies with the notice procedures set forth in this Section 2.12. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board of Directors, any such stockholder entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice required by this Section 2.12 shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90^{th}) day prior to such special meeting and not earlier than the close of business on the later of the one hundred and twentieth (120^{th})

day prior to such special meeting or the tenth (10th) day following the date of Public Disclosure of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting. In no event shall the Public Disclosure of an adjournment or postponement of a special meeting commence a new time period (or extend any notice time period) for the giving of a stockholder's notice as described above.

(f) Effect of Noncompliance. Notwithstanding anything in these Bylaws to the contrary: (i) no nominations shall be made or business shall be conducted at any annual or special meeting except in accordance with the procedures set forth in this Section 2.12, and (ii) unless otherwise required by law, if a Proposing Stockholder intending to propose business or make nominations at an annual or special meeting pursuant to this Section 2.12 does not provide the information required under this Section 2.12 to the Corporation promptly following the later of the record date or the date notice of the record date is first publicly disclosed, or the Proposing Stockholder (or a qualified representative of the Proposing Stockholder) does not appear at the meeting to present the proposed business or nominations, such business or nominations shall not be considered, notwithstanding that proxies in respect of such business or nominations may have been received by the Corporation. The requirements of this Section 2.12 shall apply to any business or nominations to be brought before an annual or special meeting by a stockholder whether such business or nominations are to be included in the Corporation's proxy statement pursuant to Rule 14a-8 of the Exchange Act or presented to stockholders by means of an independently financed proxy solicitation. The requirements of the Section 2.12 are included to provide the Corporation notice of a stockholder's intention to bring business or nominations before an annual or special meeting and shall in no event be construed as imposing upon any stockholder the requirement to seek approval from the Corporation as a condition precedent to bringing any such business or make such nominations before an annual meeting.

Section 2.13. Inspectors at Meeting of Stockholders. The Board of Directors, in advance of any meeting of stockholders, may, and shall if required by law, appoint one or more inspectors, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and make a written report thereof. The Board of Directors may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall (a) ascertain the number of shares outstanding and the voting power of each, (b) determine the shares represented at the meeting, the existence of a quorum and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (e) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties. Unless otherwise provided by the Board of Directors, the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting. No ballot, proxies, votes or any revocation thereof or change thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery of the State of Delaware upon application by a stockholder shall determine otherwise. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for office at an election may serve as an inspector at such election.

ARTICLE III

DIRECTORS

Section 3.01. General Powers. Except as otherwise provided by Delaware Law or the Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

Section 3.02. Number, Election and Term Of Office. The Board of Directors shall consist of not less than three (3) directors, with the exact number of directors to be determined from time to time solely by resolution adopted by the affirmative vote of a majority of the directors then in office. For purposes of these Bylaws, the term "***Whole Board***" shall mean the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships. Except as otherwise provided in the Certificate of Incorporation, each director

shall serve for a term of one year following the annual meeting at which such director was elected. Notwithstanding the foregoing, each director shall hold office until such director's successor shall have been duly elected and qualified or until such director's earlier death, resignation or removal. Directors need not be stockholders.

Section 3.03. Quorum and Manner of Acting. Unless the Certificate of Incorporation or these Bylaws require a greater number, a majority of the directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors and, except as otherwise expressly required by Delaware Law, the Certificate of Incorporation or these Bylaws, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. When a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Board of Directors may transact any business which might have been transacted at the original meeting. If a quorum shall not be present at any meeting of the Board of Directors the directors present thereat shall adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.04. Time and Place of Meetings. The Board of Directors shall hold its meetings at such place, either within or without the State of Delaware, and at such time as may be determined from time to time by the Board of Directors (or the Chairman in the absence of a determination by the Board of Directors).

Section 3.05. Annual Meeting. The Board of Directors shall meet for the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board of Directors may be held at such place either within or without the State of Delaware, on such date and at such time as shall be specified in a notice thereof given as hereinafter provided in Section 3.07 or in a waiver of notice thereof signed by any director who chooses to waive the requirement of notice.

Section 3.06. Regular Meetings. Regular meetings of the Board of Directors may be held without notice being given at such time and at such place as shall from time to time be determined by resolution of the Board of Directors.

Section 3.07. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or by the Chief Executive Officer and shall be called by the Chairman of the Board of Directors or by the Chief Executive Officer on the written request of a majority of the Whole Board. Notice of special meetings of the Board of Directors shall be given to each director at least twenty-four (24) hours before the date of the meeting in such manner as is determined by the Board of Directors.

Section 3.08. Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving or adopting, or recommending to the stockholders, any action or matter expressly required by Delaware Law to be submitted to the stockholders for approval or (b) adopting, amending or repealing the Bylaws of the Corporation. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 3.09. Committee Rules. Each committee of the Board of Directors may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board of Directors designating such committee. Unless otherwise provided in such a resolution, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum. In the event that a member is absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

Section 3.10. Action by Consent. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions, are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.11. Telephonic Meetings. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or such committee, as the case may be, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 3.12. Resignation. Any director may resign at any time by giving notice in writing or by electronic transmission to the Board of Directors, the Chairman of the Board of Directors, the Chief Executive Officer, the President or to the Secretary of the Corporation. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.13. Vacancies. Except as otherwise provided in the Certificate of Incorporation, vacancies on the Board of Directors resulting from death, resignation, removal or otherwise and newly created directorships resulting from any increase in the number of directors may be filled solely by a majority of the directors then in office (although less than a quorum) or by the sole remaining director, and each director so elected shall hold office until the next annual meeting of stockholders and until his successor has been duly elected and qualified, or until such director's earlier death, resignation or removal. If there are no directors in office, then an election of directors may be held in accordance with Delaware Law. Unless otherwise provided in the Certificate of Incorporation, when one or more directors shall resign from the Board effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies and each director so chosen shall hold office as provided in the filling of the other vacancies.

Section 3.14. Removal. (i) Prior to the Trigger Date, any director may be removed from office at any time with or without cause by the affirmative vote of the holders of at least a majority of the Voting Stock, voting together as a single class and (ii) after the Trigger Date, any director may be removed from office at any time with or without cause, at a meeting called for that purpose, by the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 2/3%) of the Voting Stock, voting together as a single class.

Section 3.15. Compensation. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors shall have authority to fix the compensation of directors, including fees and reimbursement of expenses.

Section 3.16. Preferred Stock Directors. Notwithstanding anything else contained herein, whenever the holders of one or more classes or series of Preferred Stock shall have the right, voting separately as a class or series, to elect directors, the election, term of office, filling of vacancies, removal and other features of such directorships shall be governed by the terms of the resolutions applicable thereto adopted by the Board of Directors pursuant to the Certificate of Incorporation, and such directors so elected shall not be subject to the provisions of Sections 3.02, 3.13 and 3.14 of this Article III unless otherwise provided therein.

ARTICLE IV

OFFICERS

Section 4.01. Principal Officers. The principal officers of the Corporation shall be a Chief Executive Officer, a President, a Chief Financial Officer and a Secretary who shall have the duty, among other things, to record the proceedings of the meetings of stockholders and directors in a book kept for that purpose. The Board of Directors may, by resolution, designate the Chairman of the Board of Directors of the Corporation as a principal officer. The Corporation may also have such other principal officers, including one or more Controllers, as the Board of

Directors may in its discretion appoint. One person may hold the offices and perform the duties of any two or more of said offices, except that no one person shall hold the offices and perform the duties of President and Secretary.

(a) Chief Executive Officer. The Chief Executive Officer of the Corporation (the "***Chief Executive Officer***") shall perform such duties as may be assigned to him or her from time to time by the Board of Directors. Subject to the direction of the Board of Directors, he or she shall have, and exercise, direct charge of, and general supervision over, the business and affairs of the Corporation and shall be its chief policy making officer. He or she shall from time to time report to the Board of Directors all matters within his or her knowledge that the interests of the Corporation may require to be brought to its notice, and shall also have such other powers and perform such other duties as may be specifically assigned to him or her from time to time by the Board of Directors. The Chief Executive Officer shall see that all resolutions and orders of the Board of Directors are carried into effect, and in connection with the foregoing, shall be authorized to delegate to the other officers such of his or her powers and such of his or her duties as the Board of Directors may deem to be advisable. The Chief Executive Officer shall possess the power to sign all contracts, certificates and other instruments of the Corporation as the Board of Directors from time to time may prescribe.

(b) President. The President of the Corporation (the "***President***") shall perform such duties as may be assigned to him or her from time to time by the Board of Directors. Subject to the direction of the Board of Directors, he or she shall perform all duties incident to the office of a president in a corporation organized under Delaware Law. The President shall see that all resolutions and orders of the Board of Directors are carried into effect, and in connection with the foregoing, shall be authorized to delegate to the other officers such of his or her powers and such of his or her duties as the Board of Directors may deem to be advisable. The President may execute and deliver certificates for shares of the Corporation, any deeds, mortgages, bonds, contracts or other instruments that the Board of Directors has authorized to be executed and delivered, except in cases where the execution and delivery thereof shall be expressly delegated solely to another officer or delivery thereof shall be otherwise required by law to be executed and delivered by another person.

(c) Chief Financial Officer. The Chief Financial Officer (the "***Chief Financial Officer***") shall have the custody of the Corporation's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation, in such depositories as may be designated by the Board of Directors or by any officer authorized by the Board of Directors to make such designation. The Chief Financial Officer shall exercise such powers and perform such duties as generally pertain or are necessarily incident to his or her office and shall perform such other duties as may be specifically assigned to him or her from time to time by the Board of Directors, the Chief Executive Officer or the President. The Chief Financial Officer may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts or other instruments authorized by the Board of Directors and may execute and deliver such documents, certificates and such other instruments that the Board of Directors has authorized to be executed and delivered, except in cases where the execution and delivery thereof shall be expressly delegated to another officer or as otherwise required by law to be executed and delivered by another person.

(d) Secretary. The Secretary of the Corporation (the "***Secretary***") shall attend all meetings of the Board of Directors and all meetings of stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committee when required. He or she shall give, or cause to be given, notice of all meetings of stockholders and, when necessary, special meetings of the Board of Directors. The Secretary shall exercise such powers and perform such duties as generally pertain or are necessarily incident to his or her office, and he or she shall perform such other duties as may be assigned to him or her from time to time by the Board of Directors, the Chief Executive Officer or the President. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there be no Assistant Secretary, then either the Board of Directors or the Chairman of the Board of Directors may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or an Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his or her signature.

Section 4.02. Appointment, Term of Office and Remuneration. The principal officers of the Corporation shall be appointed annually by the Board of Directors at the annual meeting thereof. Each such officer shall hold office until his or her successor is appointed, or until his or her earlier death, resignation or removal. The remuneration of all officers of the Corporation shall be fixed by the Board of Directors. Any vacancy in any office shall be filled in such manner as the Board of Directors shall determine.

Section 4.03. Subordinate Officers. In addition to the principal officers enumerated in Section 4.01, the Corporation may have one or more Assistant Chief Financial Officers, Assistant Secretaries and Assistant Controllers and such other subordinate officers, agents and employees as the Board of Directors may deem necessary, each of whom shall hold office for such period as the Board of Directors may from time to time determine. The Board of Directors may delegate to any principal officer the power to appoint and to remove any such subordinate officers, agents or employees or delegate the powers or duties of any officer to any other officer or agent, notwithstanding any provision hereof.

Section 4.04. Removal. Any officer may be removed, with or without cause, at any time, by resolution adopted by the Board of Directors or by other principal officers upon whom such power of removal may have been conferred by the Board of Directors.

Section 4.05. Resignations. Any officer may resign at any time by giving written notice to the Board of Directors (or to a principal officer if the Board of Directors has delegated to such principal officer the power to appoint and to remove such officer). The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.06. Powers and Duties. The officers of the Corporation shall have such powers and perform such duties incident to each of their respective offices and such other duties as may from time to time be conferred upon or assigned to them by the Board of Directors. In case any officer is absent, or for any other reason that the Board of Directors may deem sufficient, the President, the Chief Executive Officer or the Board of Directors may delegate for the time being the powers or duties of such officer to any other officer or to any director.

Section 4.07. Compensation. Compensation of all executive officers shall be approved by the Board of Directors, and no officer shall be prevented from receiving such compensation by virtue of his or her also being a director of the Corporation; provided, that compensation of some or all executive officers may be determined by a committee established for that purpose if so authorized by the Board of Directors or as required by applicable law or any applicable rule or regulation, including any rule or regulation of any stock exchange upon which the Corporation's securities are then listed for trading.

ARTICLE V

CAPITAL STOCK

Section 5.01. Certificates For Stock; Uncertificated Shares. The shares of the Corporation shall be represented by certificates; provided, that the Board of Directors of the Corporation may provide by resolution or resolutions that some or all of any or all classes or series of its stock may be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Except as otherwise provided by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of shares represented by certificates of the same class and series shall be identical. Every holder of stock represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by the Chairman or Vice Chairman of the Board of Directors, or the Chief Executive Officer or President, and by the Chief Financial Officer or an Assistant Chief Financial Officer, or the Secretary or an Assistant Secretary of such Corporation representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. The Corporation shall not have power to issue a certificate in bearer form.

Section 5.02. Transfer Of Shares. Shares of the stock of the Corporation may be transferred on the record of stockholders of the Corporation by the holder thereof or by such holder's duly authorized attorney upon surrender of a certificate therefor properly endorsed or upon receipt of proper transfer instructions from the registered holder of uncertificated shares or by such holder's duly authorized attorney and upon compliance with appropriate procedures for transferring shares in uncertificated form, unless waived by the Corporation.

Section 5.03. Authority for Additional Rules Regarding Transfer. The Board of Directors shall have the power and authority to make all such rules and regulations as they may deem expedient concerning the issue, transfer and registration of certificated or uncertificated shares of the stock of the Corporation, as well as for the issuance of new certificates in lieu of those which may be lost or destroyed, and may require of any stockholder requesting replacement of lost or destroyed certificates, bond in such amount and in such form as they may deem expedient to indemnify the Corporation, and/or the transfer agents, and/or the registrars of its stock against any claims arising in connection therewith.

Section 5.04. Lost, Stolen or Destroyed Stock Certificates. The Corporation may issue a new stock certificate in the place of any certificate previously issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to agree to indemnify the Corporation and/or to give the Corporation a bond sufficient to indemnify it, against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 5.05 Consideration for Shares. Subject to applicable law and the Certificate of Incorporation, shares of stock may be issued for such consideration, having in the case of shares with par value a value not less than the par value thereof, and to such persons, as determined from time to time by the Board of Directors. The consideration may consist of any tangible or intangible property or benefit to the Corporation including, but not limited to, cash, promissory notes, services performed, contracts for services to be performed or other securities. Shares may not be issued until the full amount of the consideration has been paid, unless upon the face or back of each certificate issued to represent any partly paid shares of capital stock or upon the books and records of the Corporation in the case of partly paid uncertificated shares, there will have been set forth the total amount of the consideration to be paid therefor and the amount paid thereon up to and including the time said certificate representing certificated shares or said uncertificated shares are issued.

ARTICLE VI

INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHERS

Section 6.01. General. The Corporation shall, to the fullest extent permitted by law, indemnify and hold harmless any person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director or officer in any other capacity while serving as a director or officer, against all expenses, liability and loss (including attorneys' fees and related disbursements, judgments, fines, excise taxes or penalties under the Employee Retirement Income Security Act of 1974, as amended from time to time ("***ERISA***"), and any other penalties and amounts paid or to be paid in settlement) actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, have reasonable cause to believe that the person's conduct was unlawful.

Section 6.02. Actions by or in the Right of the Corporation. The Corporation shall, to the fullest extent permitted by law, indemnify and hold harmless any person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director or officer in any other capacity while serving as a director or officer, against all expenses, liability and loss (including attorneys' fees and related disbursements, judgments, fines, excise taxes or penalties under ERISA, and any other penalties and amounts paid or to be paid in settlement) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of the State Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery of the State Delaware or such other court shall deem proper.

Section 6.03. Indemnification Against Expenses. To the extent that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 6.01 and 6.02, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 6.04. Board Determinations. Any indemnification under Sections 6.01 and 6.02 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 6.01 and 6.02. Such determination shall be made with respect to a person who is a director or officer at the time of such determination: (a) by a majority vote of the directors who were not parties to such action, suit or proceeding, even though less than a quorum; (b) by a committee of such directors designated by majority vote of such directors, even though less than a quorum; (c) if there are no such disinterested directors, by independent counsel in a written opinion to the Board; or (d) by the stockholders.

Section 6.05. Advancement of Expenses. Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized by law or in this Section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the Corporation or persons serving at the request of the Corporation as directors, officers, employees or agents of another corporation, partnership, limited liability company, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the Corporation deems appropriate.

Section 6.06. Nonexclusive. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, these Bylaws, or under any agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding office, and shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 6.07. Insurance. The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to an employee benefit plan,

against any expense, liability or loss asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of Delaware Law, the Certificate of Incorporation or this Article VI.

Section 6.08. Other Indemnification. The Corporation may, by action of the Board of Directors, provide indemnification to employees and agents of the Corporation with the same or lesser scope and effect as the foregoing indemnification of directors and officers.

Section 6.09. Certain Definitions. For purposes of this Article VI, (a) references to "the Corporation" shall include, in addition to the Corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued; (b) references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; (c) references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to any employee benefit plan, its participants, or beneficiaries; and (d) a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation."

Section 6.10. Change in Governing Law. In the event of any amendment or addition to Section 145 of Delaware Law or the addition of any other section to such law which shall limit indemnification rights thereunder, the Corporation shall, to the fullest extent permitted by Delaware Law, indemnify and hold harmless to the fullest extent authorized or permitted hereunder, any person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of the Corporation), by reason of the fact that he or she is or was a director, officer, employee, fiduciary or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, against all expenses, liability and loss (including attorneys' fees and related disbursements, judgments, fines, excise taxes or penalties under ERISA, and any other penalties and amounts paid or to be paid in settlement) actually and reasonably incurred by him in connection with such action, suit or proceeding.

Section 6.11. Repeal or Modification of Indemnification. All rights to indemnification and to the advancement of expenses under this Article VI shall be deemed to be a contract between the Corporation and each director, officer, employee, fiduciary or agent who serves or served in such capacity at any time while this Article VI is in effect. Any repeal or modification of this Article VI or any repeal or modification of relevant provisions of Delaware Law or any other applicable laws shall not in any way diminish any rights to indemnification and advancement of expenses of such indemnitee or the obligations of the Corporation arising hereunder with respect to any proceeding arising out of, or relating to, any actions, transactions or facts occurring prior to the final adoption of such repeal or modification.

ARTICLE VII

GENERAL PROVISIONS

Section 7.01. Fixing the Record Date.

(a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing such record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If no

record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, that the Board of Directors may in its discretion or as required by law fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

(c) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. Any stockholder of record seeking to have the stockholders authorize or take corporate action by written consent shall, by written notice to the Secretary, request the Board of Directors to fix a record date. The Board of Directors shall promptly, but in all events within ten (10) days after the date on which such a request is received, adopt a resolution fixing the record date. If no record date has been fixed by the Board of Directors within ten (10) days of the date upon which such a request is received, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or any officer or agent of the Corporation having custody of the book in which proceedings of stockholders' meeting are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the date on which the Board of Directors adopts the resolution taking such prior action.

Section 7.02. Dividends. Subject to limitations contained in Delaware Law and the Certificate of Incorporation, the Board of Directors may declare and pay dividends upon the shares of capital stock of the Corporation, which dividends may be paid either in cash, in property or in shares of the capital stock of the Corporation.

Section 7.03. Year. Except as otherwise determined by the Board of Directors, the fiscal year of the Corporation shall commence on January 1 and end on December 31 of each year.

Section 7.04. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware". The seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

Section 7.05. Voting of Stock Owned by the Corporation. The Board of Directors may authorize any person, on behalf of the Corporation, to attend, vote at and grant proxies to be used at any meeting of stockholders of any corporation (except this Corporation) in which the Corporation may hold stock.

Section 7.06. Amendments. Subject to the terms of a stockholders agreement, these Bylaws or any of them, may be altered, amended or repealed, or new Bylaws may be made, by the stockholders entitled to vote thereon at any annual or special meeting thereof or by the Board of Directors. Unless a higher percentage is required by a stockholders agreement or the Certificate of Incorporation as to any matter that is the subject of these Bylaws, all such amendments must be approved by the affirmative vote of the holders of not less than a majority of the total voting power of all outstanding securities of the Corporation then entitled to vote generally in the election of directors, voting together as a single class, or by a majority of the directors then in office.

Section 7.07. Headings. Section or paragraph headings are inserted herein only for convenience of reference and shall not be considered in the construction of any provision hereof.

Section 7.08. Conflict with Applicable Law or Certificate of Incorporation. These Bylaws are adopted subject to any applicable law and the Certificate of Incorporation. Whenever these Bylaws may conflict with any applicable law or the Certificate of Incorporation, such conflict shall be resolved in favor of such law or the Certificate of Incorporation.

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APPENDIX D

Form of Warrant

[See attached.]

THE SECURITIES REPRESENTED BY THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "***SECURITIES ACT***"), OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES REPRESENTED BY THIS WARRANT HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS UNLESS SOLD PURSUANT TO RULE 144 UNDER THE SECURITIES ACT. THE SECURITIES REPRESENTED BY THIS WARRANT ARE SUBJECT TO THE TERMS AND CONDITIONS OF, AND MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH, THE TERMS OF THIS WARRANT.

UNCOMMON GIVING CORPORATION

WARRANT TO PURCHASE COMMON STOCK

Warrant No.: [____] **Number of Shares: [_____]**
Issuance Date: [_____], 20**[___]**

THIS CERTIFIES THAT, for value received, [_____] or its Affiliates and successors (the "***Holder***") is entitled to purchase from Uncommon Giving Corporation, a Delaware corporation (the "***Company***"), at any time and from time to time during the applicable Warrant Exercise Period (defined below) at the Exercise Price (defined below) up to [_____] fully paid and nonassessable shares of Common Stock (defined below) (as may be adjusted from time in accordance with the terms of this Warrant, the "***Warrant Shares***"), all subject to adjustment and upon the terms and conditions provided herein. This Warrant is being issued to the Holder in connection with that certain Subscription Agreement (the "***Subscription Agreement***"), dated as of the date hereof, by and between the Holder and the Company.

Section 1. Definitions.

The following terms as used in this Warrant have the following meanings:

"***Affiliate***" of, or a Person "***Affiliated***" with, a specified Person, is a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

"***Business Day***" means any day other than Saturday, Sunday or other day on which commercial banks in Scottsdale, AZ are authorized or obligated to close.

"***Capital Stock***" means any of the Company's shares of Common Stock or preferred stock or any other Derivative Security of the Company.

"***Change of Control***" means (i) the sale, conveyance or disposition, including but not limited to any spin-off or in-kind distribution, by the Company or by one or more of its subsidiaries, of all or substantially all of the assets of the Company (on a consolidated basis) to any Person or group (other than the Company or its wholly owned subsidiaries and other than pursuant to a joint venture arrangement in which the Company, directly or indirectly, receives at least fifty percent (50%) of the equity and voting interests); (ii) the effectuation of a transaction or series of related transactions in which more than fifty

percent (50)% of the voting power of the Company is disposed of (other than solely as a result of the disposition by a stockholder of the Company to an Affiliate of such stockholder); (iii) any merger, consolidation, stock or asset purchase, recapitalization or other business combination transaction (or series of related transactions) as a result of which the shares of Capital Stock entitled to vote generally in the election of directors immediately prior to such transaction (or series of related transactions) are converted into and/or continue to represent, in the aggregate, less than fifty percent (50%) of the total voting power of all shares of Capital Stock that are entitled to vote generally in the election of directors of the entity surviving or resulting from such transaction (or the ultimate parent thereof); or (iv) the replacement of a majority of the Company's Board of Directors with individuals who were not nominated or elected by at least a majority of the directors at the time of such replacement.

"***Common Stock***" means (i) the Company's common stock, $0.001 par value per share, and (ii) any Capital Stock into which the Common Stock is changed or any Capital Stock resulting from a reclassification of the Common Stock.

"***Delivery Date***" has the meaning attributed to it in Section 2(c).

"***Derivative Security***" means any right, option, warrant, convertible preferred stock or other security, right or instrument convertible into or exercisable or exchangeable for Common Stock.

"***Exercise Date***" has the meaning attributed to it in Section 2(c).

"***Exercise Documents***" has the meaning attributed to it in Section 2(c).

"***Exercise Notice***" has the meaning attributed to it in Section 2(a)(i).

"***Exercise Price***" is equal to $10.00, subject to adjustment as set forth in this Warrant.

"***Fair Market Value***" means the fair market value as determined by the Board of Directors of the Company in good faith.

"***Family Group***" means, with respect to a Person who is an individual, such Person's spouse and their respective descendants (whether natural or adopted), and any trust, family limited partnership, limited liability company or other entity that (i) is wholly owned, directly or indirectly, by such Person or such Person's spouse and/or their respective descendants, (ii) remains solely for the benefit of such Person and/or such Person's spouse and/or their respective descendants and any retirement plan for such Person and (iii) is controlled by such Person.

"***IPO***" means an initial underwritten public offering of the Common Stock of the Company pursuant to a registration statement filed in accordance with the Securities Act.

"***Issuance Date***" means [_____], 20[___].

"***Payment***" has the meaning attributed to it in Section 2(a)(ii).

"***Permitted Transfer***" means (a) any Transfer by a Holder who is an individual to a member of such Holder's Family Group; (b) any Transfer by a Holder to an Affiliate of such Holder; (c) any Transfer by a Holder pursuant to or made in compliance with Section 6; and (d) any Transfer by a Holder to the

Company pursuant to the exercise of any call right or repurchase option pursuant to the terms of equity agreements previously approved by the Company's Board of Directors.

"***Permitted Transferee***" means any Person to which this Warrant is Transferred pursuant to a Permitted Transfer; provided, that each Permitted Transferee must be an "***accredited investor***" (as that term is defined under Rule 501(a) of Regulation D promulgated under the Securities Act and any applicable rules or regulations or interpretations thereof promulgated by the Securities and Exchange Commission or its staff).

"***Person***" means a natural person or entity, or a government or any division, department or agency thereof.

"***Securities Act***" means the Securities Act of 1933, as amended.

"***Subscription Agreement***" has the meaning attributed to it in the preamble of this Warrant.

"***Transfer***" means any direct or indirect sale, assignment, transfer, pledge, hypothecation, mortgage, encumbrance or disposal of, by gift, by operation of law, or otherwise, of this Warrant.

"***Warrant***" means this Warrant and all Warrants issued in exchange, transfer or replacement thereof.

"***Warrant Exercise Period***" means the period beginning on the Issuance Date and ending at 11:59 p.m. MST on the earlier of (i) December 31, 2025, (ii) the effective date of a Change of Control, and (iii) the effective date of the registration statement relating to an IPO; *provided*, that if the Company has not provided notice to the Holder of such Change of Control or IPO in accordance with Section 2(e), the Warrant Exercise Period shall be extended until the date that is five days after the Company provides notice of the Change of Control or IPO, as applicable, to the Holder.

"***Warrant Shares***" has the meaning attributed to it in the preamble of this Warrant.

Section 2. Exercise of Warrant.

(a) This Warrant may be exercised for Warrant Shares, in whole or in part, by the Holder at any time, and from time to time, during the Warrant Exercise Period. Any exercise of this Warrant shall be effected by:

(i) delivery of a written notice, in the form attached hereto as Exhibit A (the "***Exercise Notice***"), of Holder's election to exercise this Warrant specifying the number of Warrant Shares to be purchased;

(ii) payment to the Company of an amount equal to the Exercise Price multiplied by the number of Warrant Shares being purchased, in cash or by wire transfer of immediately available funds (the foregoing methods of payment, including any combination of such methods, referred to herein as the "***Payment***"); and

(iii) the surrender at the principal office of the Company or to a nationally recognized courier for overnight delivery to the Company, simultaneously with or as soon as practicable

following the delivery of the Exercise Notice and the Payment, of this Warrant (or a customary indemnification undertaking with respect to this Warrant in the case of its loss, theft or destruction).

(b) In lieu of or in addition to exercising this Warrant and making the Payment in cash or by wire transfer pursuant to Section 2(a)(ii), the Holder may elect to make the Payment by means of receiving shares of Common Stock equal to the value of this Warrant (or portion thereof being exercised) by delivery and surrender of the Warrant together with the Exercise Notice in accordance with the terms hereof, duly completed to indicate a net issuance exercise and executed by the Holder, in which event the Company shall issue to the Holder a number of shares of Common Stock computed using the following formula:

S = WS * ((FMV – E) / FMV)

where:

S equals the number of shares of Common Stock to be issued as Warrant Shares to the Holder;

WS means, as of any date, the number of Warrant Shares purchasable (or portion thereof) under this Warrant that are being exercised at the applicable date of determination;

FMV means, as of any date, the Fair Market Value per share of Common Stock on the Business Day immediately preceding the Exercise Date; and

E means the Exercise Price.

(c) The Company shall, not later than the fifth Business Day (the "***Delivery Date***") following receipt of an Exercise Notice, the Payment and this Warrant or such indemnification (collectively, the "***Exercise Documents***"), execute (or cause to be executed) and deliver (or cause to be delivered) to the Holder a certificate or certificates representing the Warrant Shares issuable upon such exercise, together with cash in lieu of any fraction of a share, as provided in Section 2(d) hereof. Upon delivery of the Exercise Notice and the Payment (the "***Exercise Date***"), the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised on the Delivery Date, irrespective of the date of delivery of the certificates evidencing such Warrant Shares.

(d) The Company shall not be required to issue a fractional Warrant Share upon exercise of any Warrant. As to any fraction of a Warrant Share that the Holder would otherwise be entitled to purchase upon such exercise, the Company shall pay to such Holder an amount in cash (by delivery of a certified or official bank check or by wire transfer of immediately available funds) equal to the product of (i) such fraction multiplied by (ii) the Fair Market Value of one share of Common Stock on the Exercise Date.

(e) In the event of any Change of Control, the Company shall send or cause to be sent to the Holder notice of such Change of Control at least five days prior to the earlier of (i) the record date (if any) and (ii) the expected effective date of such Change of Control. In the event of an IPO, the Company shall send or cause to be sent to the Holder notice of the IPO at least five days prior to the expected effective date of the registration statement relating to such IPO. Notwithstanding any other provision hereof, if an exercise of any portion of this Warrant is to be made in connection with a Change of Control or an IPO, such exercise may at the election of the Holder be conditioned upon the consummation of such transaction, in which case such exercise shall not be deemed to be effective until immediately prior to the consummation of such transaction.

(f) Unless the rights represented by this Warrant have expired or been fully exercised, the Company shall, as soon as practicable and in no event later than five Business Days after receipt of the Exercise Documents and at its own expense, issue a new Warrant identical in all respects to this Warrant, except it shall represent rights to purchase the number of Warrant Shares purchasable immediately prior to exercise, less the number purchased.

Section 3. Valid Issuance of Warrant and Warrant Shares; Payment of Taxes. With respect to the exercise of this Warrant, the Company hereby represents, warrants, covenants and agrees, as applicable, as follows:

(a) This Warrant is, and any Warrants issued in substitution for or in replacement of this Warrant upon issuance will be, duly authorized, executed and delivered.

(b) All Warrant Shares issuable upon exercise of this Warrant will be duly authorized, and upon issuance will be validly issued, fully paid and nonassessable, issued without violation of any preemptive or similar rights of any stockholder of the Company and free from all liens (which term does not include any restrictions imposed by applicable securities laws) and charges with respect to the issue thereof.

(c) During the Warrant Exercise Period, the Company will at all times have authorized and reserved for issuance and delivery upon exercise of this Warrant at least the number of shares of Common Stock needed to provide for the exercise in full of the rights then represented by this Warrant.

(d) The Company shall pay all expenses in connection with, and all taxes and other governmental charges that may be imposed with respect to, the issuance or delivery of Warrant Shares upon exercise of this Warrant.

(e) The Company will ensure that the Warrant Shares may be issued without violation of any law or regulation applicable to the Company.

Section 4. Warrant Holder Not Deemed a Stockholder. Nothing contained in this Warrant shall be construed to (a) grant the Holder any rights to vote or receive dividends or be deemed the holder of shares of the Company for any purpose, (b) confer upon the Holder any of the rights of a stockholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of stock, consolidation, merger, conveyance or otherwise), or receive notice of meetings, receive dividends or subscription rights, or otherwise, or (c) impose any liabilities on the Holder to purchase any securities or as a stockholder of the Company, whether asserted by the Company or creditors of the Company, prior to the issuance of Warrant Shares pursuant to this Warrant.

Section 5. Representations of Holder.

(a) The Holder, by the acceptance hereof, represents that it is acquiring this Warrant and the Warrant Shares for its own account for investment only and not with a view towards, or for resale in connection with, the public sale or distribution of this Warrant or the Warrant Shares, except pursuant to sales registered or exempted under the Securities Act. Upon exercise of this Warrant, the Holder shall, if requested by the Company, confirm in writing, in a form satisfactory to the Company, that the Warrant Shares are being acquired solely for the Holder's own account and not as a nominee for any other party, for investment, and not with a view toward distribution or resale. If Holder cannot make such representations because they would be factually incorrect, it shall be a condition to Holder's exercise of this Warrant that

the Company receive such other representations as the Company considers reasonably necessary to assure the Company that the issuance of its securities upon exercise of this Warrant shall not violate any federal or state securities laws. The Company shall not be penalized or disadvantaged by the Holder's inability to exercise this Warrant due to its inability to make the required representations in connection with the exercise of this Warrant.

(b) The Holder is an "***accredited investor***" as that term is defined under Rule 501(a) of Regulation D promulgated under the Securities Act and any applicable rules or regulations or interpretations thereof promulgated by the Securities and Exchange Commission or its staff.

(c) The Holder is knowledgeable in financial matters and is able to evaluate the risks and benefits of an investment in the Warrant and the Warrant Shares and understands and acknowledges that such investment is a speculative venture, involves a high degree of risk and is subject to complete risk of loss. The Holder is able to bear the economic risk of its investment in the Warrant and Warrant Shares for an indefinite period of time because neither the Warrant and nor the Warrant Shares have been registered under the Securities Act nor under the securities laws of any state, nor under the laws of any other country and, therefore, cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available. The Holder became aware of the offering of the Warrant other than by means of general advertising or general solicitation.

Section 6. Ownership and Transfer.

(a) The Company shall maintain at its principal executive offices (or such other office or agency of the Company as it may designate by notice to the holder hereof), a register for this Warrant, in which the Company shall record the name and address of the Person in whose name this Warrant has been issued, as well as the name and address of each transferee who has acquired this Warrant in accordance with applicable law and the terms of this Warrant. The Company may treat the Person in whose name this Warrant is registered on the register as the owner and holder thereof for all purposes, notwithstanding any notice to the contrary, but in all events recognizing any transfers made in accordance with the terms of this Warrant.

(b) This Warrant may not be transferred or assigned except to a Permitted Transferee or a successor of the Holder. Subject to the terms of this Section 6, upon surrender of this Warrant to the Company at its principal office or at the office of its transfer agent, if any, with the Assignment Form attached hereto as Exhibit B duly executed and funds sufficient to pay any transfer tax, the Company shall promptly, without charge, execute and deliver a new Warrant in the name of the transferee evidencing the portion of this Warrant so transferred and a new Warrant evidencing the remaining portion of this Warrant not so transferred, if any, shall be issued to the transferring Holder. The delivery of the new Warrant by the Company to the transferee thereof shall be deemed to constitute acceptance by such transferee of all of the rights and obligations of a holder of a Warrant. Subject to the terms of this Section 6, this Warrant may be divided or combined with other warrants which carry the same rights upon presentation hereof at the principal office of the Company together with a written notice specifying the names and denominations in which new Warrants are to be issued and signed by the Holder hereof.

(c) Warrant Shares may only be offered, sold, transferred or assigned in compliance with applicable federal and state law.

Section 7. Adjustment of Exercise Price and Number of Shares.

(a) If the Company subdivides (by any stock split, recapitalization or otherwise) its outstanding shares of Common Stock into a greater number of shares, the Exercise Price in effect immediately prior to the subdivision will be proportionately reduced and the number of Warrant Shares will be proportionately increased. If the Company combines (by combination, reverse stock split or otherwise) its outstanding shares of Common Stock into a smaller number of shares, the Exercise Price in effect immediately prior to the combination will be proportionately increased and the number of Warrant Shares will be proportionately decreased. Any adjustment under this Section 7(a) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(b) Upon the occurrence of each adjustment or readjustment of the number of Warrant Shares pursuant to this Section 7, the Company at its expense shall as promptly as reasonably practicable compute such adjustment or readjustment in accordance with the terms hereof and furnish to each Holder a certificate, signed by an executive officer of the Company, setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based and shall file a copy of such certificate with its corporate records. The Company shall, upon the reasonable written request of any Holder, furnish to such Holder a similar certificate setting forth (i) the calculation of such adjustments and readjustments in reasonable detail and (ii) the number of shares of Common Stock and the amount, if any, of Capital Stock, other securities or other property (including but not limited to cash and evidences of indebtedness) which then would be received upon the exercise of this Warrant.

Section 8. Lost, Stolen, Mutilated or Destroyed Warrant. If this Warrant is lost, stolen, mutilated or destroyed, the Company shall promptly, on receipt of an indemnification undertaking reasonably satisfactory to the Company (or, in the case of a mutilated Warrant, the Warrant), issue a new Warrant of like denomination and tenor as the Warrant so lost, stolen, mutilated or destroyed.

Section 9. Notice. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Warrant must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by fax or email transmittal (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one Business Day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses, fax numbers and email addresses for communications shall be:

If to the Company:

Uncommon Giving Corporation
Robert Kennedy, Chief Financial Officer
7033 E. Greenway Parkway, Suite 110
Scottsdale, AZ 85254
rob@uncommongiving.com
(602) 750-1880

With a copy to:

Haynes and Boone, LLP
2323 Victory Avenue, Suite 700
Dallas, TX 75219

Tel: (214) 651-5645
Fax: (214) 200-0577
Attention: Greg R. Samuel, Esq.
greg.samuel@haynesboone.com

If to the Holder:

As set forth on the signature page hereto

Each party shall provide written notice to the other party of any change in address or fax number or email address. Written confirmation of receipt (A) given by the recipient of any notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's fax machine or computer containing the time, date, recipient fax number or email address and an image of the first page of the fax transmission or the content of the email, or (C) provided by a nationally recognized overnight delivery service, shall be rebuttable evidence of receipt.

Section 10. Amendment and Waiver. This Warrant may not be modified or amended except pursuant to an instrument in writing signed by the Company and the Holder. No provision hereunder may be waived other than in a written instrument executed by the waiving party. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 11. Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Warrant shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Warrant shall be governed by, the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware.

(b) Each of the parties (i) consents to submit itself to the exclusive personal jurisdiction and venue of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (unless the Delaware Court of Chancery shall decline to accept jurisdiction over a particular matter, in which case, in any Delaware state or federal court within the State of Delaware) with respect to any suit (whether at law, in equity, in contract, in tort or otherwise) relating to or arising out of this Warrant or any of the transactions contemplated hereby, (ii) agrees that it will not attempt to defeat or deny such personal jurisdiction or venue by motion or otherwise, (iii) agrees that it will not bring any such suit in any court other than such courts of the State of Delaware, as described above (iv) irrevocably agrees that any such suit (whether at law, in equity, in contract, in tort or otherwise) shall be heard and determined exclusively in such courts of the State of Delaware, as described above, (v) agrees to service of process in any such action in any manner prescribed by the Laws of the State of Delaware and (vi) agrees that any service of process upon such party shall be effective if notice is given in accordance with Section 9.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS WARRANT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY

IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS WARRANT OR THE TRANSACTIONS CONTEMPLATED BY THIS WARRANT.

Section 12. Restrictive Legends. The Holder, by acceptance of this Warrant, agrees to comply in all respects with the provisions of this Section 12 and the restrictive legend requirements set forth on the face of this Warrant and further agrees that such Holder shall not offer, sell or otherwise dispose of this Warrant or any Warrant Shares to be issued upon exercise hereof except under circumstances that will not result in a violation of the Securities Act. This Warrant and all Warrant Shares issued upon exercise of this Warrant (unless registered under the Securities Act) shall be stamped or imprinted with a legend in substantially the following form:

> "THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR QUALIFIED UNDER ANY STATE OR FOREIGN SECURITIES LAWS AND MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED OR ASSIGNED UNLESS (I) A REGISTRATION STATEMENT COVERING SUCH SHARES IS EFFECTIVE UNDER THE ACT AND IS QUALIFIED UNDER APPLICABLE STATE AND FOREIGN LAW OR (II) THE TRANSACTION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS UNDER THE ACT AND THE QUALIFICATION REQUIREMENTS UNDER APPLICABLE STATE AND FOREIGN LAW AND, IF THE CORPORATION REQUESTS, AN OPINION SATISFACTORY TO THE CORPORATION TO SUCH EFFECT HAS BEEN RENDERED BY COUNSEL."

Section 13. Binding Effect. This Warrant shall be binding upon any successors or assigns of the Company.

Section 14. Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

Section 15. Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

Section 16. Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant.

Section 17. No Avoidance. The Company shall not, by amendment of its Certificate of Incorporation, Bylaws or other organizational documents, or through any reorganization, transfer of assets, consolidation, merger, dissolution, sale of securities or other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Warrant by the Company, but shall at all times in good faith assist in the carrying out of all provisions of this Warrant.

Section 18. Entire Agreement. This Warrant and the Subscription Agreement (including all Exhibits and Schedules referred to herein or therein or delivered hereunder or thereunder) constitute the

entire agreement between the parties hereto with respect to the subject matter hereof and thereof and supersede all prior express or implied agreements and understandings, whether written or oral, among the parties.

Section 19. Counterparts. This Warrant and any amendments hereto may be executed and delivered with counterpart signature pages or in one or more counterparts, each of which shall be deemed to be an original by the party executing such counterpart, but all of which shall be considered one and the same instrument. The execution and delivery of the signature page, including the electronic delivery of the actual signature, by any party will constitute the execution and delivery of this Warrant by such party.

*****

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed as of [_____], 20[___].

UNCOMMON GIVING CORPORATION

By: _____
Name:
Title:

Agreed and Acknowledged on [_____], 20[___].

[HOLDER]

By: _____
Name:
Title:

Address: _____
_____
Telephone: _____
Email: _____

Exhibit A To Warrant

UNCOMMON GIVING CORPORATION
EXERCISE NOTICE

TO BE EXECUTED BY THE REGISTERED HOLDER
TO EXERCISE THIS WARRANT

The undersigned holder hereby exercises the right to purchase _____ shares of Common Stock ("***Warrant Shares***") of Uncommon Giving Corporation, a Delaware corporation (the "***Company***"), evidenced by the attached Warrant (the "***Warrant***"). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

1. Payment of Exercise Price (check applicable box).

☐ Payment in the sum of $_____ is enclosed in accordance with the terms of the Warrant.

☐ Payment in the sum of $_____ has been wire transferred to the Company at the following account: _____ in accordance with the terms of the Warrant.

☐ Holder hereby elects to make the payment for the Warrant Shares in accordance with Section 2(b) of the Warrant.

2. Delivery of Warrant Shares. The Company shall deliver the Warrant Shares in the name of the undersigned or in such other name as is specified below in accordance with Section 2 of the Warrant at the following address:

_____
_____
_____

3. Accredited Investor. The undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

Date: _____, _____

[NAME OF HOLDER]

By: _____
Name:
Title:

Exhibit B To Warrant

ASSIGNMENT

To be Executed by the Registered Holder in Order to Assign All or a Portion of Warrant

For Value Received, _____ ("***Holder***") hereby sells, assigns and transfers unto

_____

(PLEASE TYPE OR PRINT NAME AND ADDRESS)

_____

_____

_____

(SOCIAL SECURITY OR TAX IDENTIFICATION NUMBER)

_____ of the Warrant Shares represented by this Warrant and does hereby irrevocably constitute and appoint _____ Attorney to transfer all or a portion of this Warrant on the books of the Company, with full power of substitution in the premises. Holder hereby represents and warrants to the Company that this sale, assignment and transfer is in accordance with the terms and conditions of the Warrant.

Dated: _____ _____

(SIGNATURE)

THE SIGNATURE TO THE ASSIGNMENT MUST CORRESPOND TO THE NAME WRITTEN UPON THE FACE OF THIS WARRANT IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.