

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM C/A
UNDER THE SECURITIES ACT OF 1933

(Check one)

- Form C- Offering Statement
- Form C-1: Prospect Update
- Form C/A, Amendment to Offering Statement
- Check box if amendment is material and issuer has received notice from business days
- Form C-1B: Annual Report
- Form C-1B-1: Amendment to Annual Report
- Form C-1E: Termination of Reporting

Name of issuer

PT Systems, Inc.

Legal name of issuer

PT Systems, Inc.

Form

Corporation

Jurisdiction of incorporation/organization

California

Date of registration

June 16, 2014

Physical address of issuer

20000 Blackhawk, Carlsbad, California 92008

Website of issuer

www.ptsystems.com

Address of counsel to the issuer for copies of notices

BEVILACQUA P.L.L.C.

3000 Corporate Avenue, NW

Suite 100

Washington, DC 20005

Attention: Jason A. Buchanan Esq.

Name of intermediary through which the offering will be conducted

EquiFund Crowdfunding Portal

CIE number of intermediary
985 7000

SEC file number of intermediary
7-115

CFD number, if applicable, of intermediary
Not applicable

Amount of compensation to be paid to the intermediary, whether as a dollar amount or a percentage of the offering amount, or a good faith estimate of the cash amount not payable at the time of the offering, for conducting the offering, including the amount of referral and any other fees associated with the offering.
First Seed Growth Funding Fund, Inc., as the intermediary, will receive 7% of the amount raised in the offering made under this Form C, as the offering.

Any other direct or indirect interest in the issuer held by the intermediary, or any arrangement for the intermediary to acquire such an interest.
The intermediary will be entitled to receive a number of shares of common stock of the issuer, which we refer to as the Common Stock, that is equal to one percent (1%) of the total number of shares of Common Stock owned by the issuer in the offering.

Type of security offered
Common Stock

Target number of securities to be offered
20,000 shares of Common Stock

Price (or method for determining price)
\$1.25 per share

Target offering amount
\$25,000.00

Over-subscription accepted?
 Yes
 No

Over-subscriptions will be refunded?
 Pro-rata basis
 First-come, first-served basis
 Other: In the Company's discretion

Maximum offering amount if different from target offering amount
\$1,475,000.00

Ability to reach the target offering amount
September 30, 2018

NOTE: If the sum of the investment commitments does not equal or exceed the target offering amount at the offering deadline, no Securities will be sold in the Offering, investment commitments will be cancelled and committed funds will be returned. Affiliates of our company, including officers, directors and existing stockholders of our company, may invest in this offering, and their funds will be treated toward us as having the target amount.

Current number of employees
4

Summary financial information is provided below for calendar 2018 (most recent fiscal year ends) and 2017 (prior fiscal year ends).

	Most recent fiscal year-end	Prior fiscal year-end
Total Assets	\$677,473	\$490,737
Cash & Cash Equivalents	\$32,147	\$24,464
Accounts Receivable	\$18,519	\$23,850
Inventory/Stock	\$0	\$0
Long-term Debt	\$149,269	\$21,106
Revenues/Sales	\$761,758	\$1,289,879
Cost of Goods Sold	\$0	\$0
Fixed Asset	\$0	\$0
Net Income	\$43,767	\$384,439

The jurisdictions in which the issuer intends to offer the Securities: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District Of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Virginia, West Virginia, Wisconsin, Wyoming, American Samoa and Northern Mariana Islands.

Explanatory Note

On May 18, 2018, PT Systems, Inc. (the "Company") filed an Offering Statement on Form C ("Offering Statement") which included audited financial statements prepared by the Company's independent registered public accounting firm for the period ended December 31, 2017, and December 31, 2016, and unaudited financial statements for the period ended December 31, 2017, and December 31, 2016, and unaudited financial statements for the period ended December 31, 2017, and December 31, 2016. The Company's financial statements for the years ended December 31, 2017, and December 31, 2016, and unaudited financial statements for the period ended December 31, 2017, and December 31, 2016, were audited by independent member firms of the Institute of Certified Public Accountants ("CPAs") in accordance with the standards of the Institute of Certified Public Accountants ("CPAs") and the standards of the Public Company Accounting Oversight Board ("PCAOB") for the period ended December 31, 2017, and December 31, 2016, and the standards of the Institute of Certified Public Accountants ("CPAs") for the period ended December 31, 2017, and December 31, 2016. The independent member firms of the Institute of Certified Public Accountants ("CPAs") issued their audit reports on the Company's financial statements for the years ended December 31, 2017, and December 31, 2016, and unaudited financial statements for the period ended December 31, 2017, and December 31, 2016, in accordance with the standards of the Institute of Certified Public Accountants ("CPAs") and the standards of the Public Company Accounting Oversight Board ("PCAOB") for the period ended December 31, 2017, and December 31, 2016, and the standards of the Institute of Certified Public Accountants ("CPAs") for the period ended December 31, 2017, and December 31, 2016. The independent member firms of the Institute of Certified Public Accountants ("CPAs") issued their audit reports on the Company's financial statements for the years ended December 31, 2017, and December 31, 2016, and unaudited financial statements for the period ended December 31, 2017, and December 31, 2016, in accordance with the standards of the Institute of Certified Public Accountants ("CPAs") and the standards of the Public Company Accounting Oversight Board ("PCAOB") for the period ended December 31, 2017, and December 31, 2016, and the standards of the Institute of Certified Public Accountants ("CPAs") for the period ended December 31, 2017, and December 31, 2016.

OFFERING STATEMENT

P5 Systems, Inc.



BUDTRADER

Offering of a

Minimum of 20,000 Shares of Common Stock at \$1.25 per Share (\$25,000.00)
up to a

Maximum of 850,000 Shares of Common Stock at \$1.25 per Share (\$1,062,500.00)

Address for Notices and
Inquiries:

P5 Systems, Inc.
Burlingame, CA 94010
2200 S. Bay Blvd.
2200 S. Bay Blvd, Suite 200
Burlingame, CA 94010
949-267-8899
info@budtrader.com

With a copy of
Notices to:

BudTrader P.L.L.C.
Lena A. Schlegel, Esq.
1010 Connecticut Ave., N.W., Suite 300
Washington, DC 20036
202-223-3840
lana@budtrader.com

The date of this Offering Statement is June 7, 2019

OFFERING STATEMENT

P5 Systems, Inc.



BUDTRADER

Offering of a Maximum of 24,000 Shares (\$2580,000)
at \$1.12
Minimum of 800,000 Shares (\$1,670,000.00)
Purchase Price Per Share: \$1.12

	Offering Price	Contingent Purchase Commitment ⁽¹⁾	Proceeds to Company ⁽²⁾
For Share	\$1.12	\$0.00	\$1,120.00
Maximum Shares Sold	\$25,800.00	\$1,700.00	\$23,220.00
Minimum Shares Sold	\$1,670,000.00	\$74,000.00	\$1,696,000.00

We are offering these 24,000 shares of our company. We are offering a maximum of 24,000 shares of common stock for gross proceeds of \$25,800 at our present, \$1.12, best-efforts offer price of \$2,200 and a maximum of 24,000 shares for gross proceeds of \$1,670,000 in aggregate, that is, the entire offering of \$1,696,000. The maximum amount that you may receive is \$24,000. We are offering the shares to prospective investors through the over-the-counter market, available to any qualified investor with a brokerage account, which we refer to as the Platform, in the United States. All investors are required to be accredited investors. We refer to the SEC as a "federal agency" and is a "federal agency" of the United States. Regulatory matters, which we refer to as "SEC", are not subject to any requirements in the offering statement. 75% of gross proceeds raised in the offering will be used to finance the development of a number of shares of our Common Stock equal to 75% of the total amount of Common Stock sold in this offering.

(1) In addition to the commission payable to the Intermediary, we will incur offering costs. The offering costs primarily consist of legal and accounting expenses payable to our counsel and accounting firm. We expect that the offering costs will total approximately \$1,000. We are also required to issue to the Intermediary an additional certificate in support of the Agent of Commerce Bank being offered equal to some portion of the net proceeds to the offering.

(2) No securities can be placed back at any portion of the restricted offering books will be sold. Your bank will be held in a secure account established by the Custody Agent through its intermediary, in compliance with applicable securities laws until the restricted offering period is completed. The custodian account for the Restricted offering will remain inactive if the number of shares distributed falls outside of compliance with the restrictions provided on the Platform and hold a secure asset custodian of all the securities in the offering. The closing of the offering is subject to a number of other things, subsequent to the \$25,000 minimum amount being received in the secure account from qualified investors, which include: (a) any bank's receipt, delivery and issuance of the Certificate and their delivery; (b) the offering can be closed on any day after the restriction period of sales of Common Stock is held in case of some change, unless at least September 30, 2018. If we do not close the restricted account offering by September 30, 2018, then we will have all funds received in the secure account in compliance with the offering.

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GENERAL OFFERING INFORMATION

The offering statement is furnished solely to prospective investors through the crowdfunding platform available at www.p21investor.com and is not an offer to sell securities. It is not to be distributed or used in connection with any offering of securities. It is not to be distributed or used in connection with any offering of securities. It is not to be distributed or used in connection with any offering of securities. It is not to be distributed or used in connection with any offering of securities.

P21 Investor, Inc., which is a Delaware corporation, has a principal office at 1000 North 10th Street, Suite 200, Philadelphia, Pennsylvania 19122. P21 Investor, Inc. is a Delaware corporation. We are an equal opportunity employer. Our employees are diverse and we are committed to providing a safe and healthy work environment for all our employees. We are committed to providing a safe and healthy work environment for all our employees. We are committed to providing a safe and healthy work environment for all our employees.

11/15/2018. The offering statement was filed on the date of 11/15/2018. The filing of this offering statement is a preliminary agreement among our company and each of the purchasers of the Shares, which we refer to as the Subscription Agreement.

We are offering the Shares in reliance on the exemption from registration requirements of the Securities Act of 1933 in connection with our sale to the Securities Act, pursuant to Section 504(b) based on the registration exemption and with respect to such shares.

A reasonably prudent investor should, however, not invest any funds in this offering unless you can afford to lose your entire investment.

In making an investment decision, investors should rely on their own investigation of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these securities have not been approved or endorsed by any securities-related or financial institution.

The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering statement or prospectus.

These securities are offered under an exemption from registration, however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

The Company will file a report with the SEC annually and prior to the report as to how the Shares are used after the end of each fiscal year covered by the report. We may undertake our reporting obligations in the future in accordance with Rule 201(a) of Regulation CF (17 CFR 201.201(a)). In the future, we may be required to file a report with the SEC annually and prior to the report as to how the Shares are used after the end of each fiscal year covered by the report. We may undertake our reporting obligations in the future in accordance with Rule 201(a) of Regulation CF (17 CFR 201.201(a)).

The Shares may not be transferred by any investor during the one year period beginning when the Shares are issued and until the end of the offering period with the SEC, until all members of the board of directors of the corporation are notified by the issuer of a bona fide offer to purchase the Shares or other similar circumstances. It is the duty of the issuer to notify each of the purchasers of the Shares of this restriction on the transfer of the Shares, which the Company's prior written consent in accordance with the terms of the Subscription Agreement.

No person other than the Company has been authorized to provide prospective investors with any information concerning or concerning the offering or to make any representation or contract in the offering statement. The

invest in the Shares, such prospective investor will be required to (i) register for an investor account with the Platform, (ii) make representations regarding the investor's investment eligibility and complete a questionnaire to determine his or her understanding of the risks involved in investing in the Shares and (iii) execute the Subscription Agreement. To exercise this right to freely sell the Shares of the Offering and the Shares at any time, please see the Offering Memorandum.

Certain statements included in this offering memorandum contain "forward-looking statements" that can be identified by the use of forward-looking terminology such as "may," "might," "expect," "anticipate," "intend," "believe," "estimate," or "assume" or the negative of these terms, "do not expect," "do not intend," "do not believe," "do not estimate," or "do not assume," or variations of these terms. Forward-looking statements are statements that are based upon current expectations but only describe what is expected, and are not statements of fact. Forward-looking statements are subject to risks and uncertainties, and actual results may differ materially from those expected or stated. The offering memorandum is not intended to provide any financial or other information that is not included in the offering memorandum. Investors should refer to the Offering Memorandum for more information regarding the risks and uncertainties that may affect the Company or the Investment. Neither the delivery of this offering memorandum nor the sale of Shares under the offering memorandum shall create any representation or agreement. All the information contained herein is current as of any time after the cutoff of the relevant data specified herein or the date of this offering memorandum.

TERMSHEET

Issuer: The Issuer, PJ Systems, Inc., is a California corporation, formed on June 10, 2016. We do business in California and our principal offices are in Lake Tahoe, CA. We were formed for the purpose of operating, maintaining and, as necessary, providing technical and other consulting and related services, including, in legal, technical, sales, support and to enhance their products and services to customers with their expertise. Our two primary customers are law, corporate and contract or contract support and, combined, of 100+ total clients. We intend to use the capital raised and our application in the future. We intend to provide customer support from our main offices, telecommuting while providing businesses with hyper-targeted advertising access to our registered user base.

Use of Proceeds: We are selling financing through the sale of the Shares (as described below) under this offering to fund or provide funding for our operations, general marketing, and general working capital.

Security Offered: 500,000 Shares of Common Stock

Target Offering Amount: The target offering amount is \$7,500 or 20,000 Shares. We will accept subscriptions in excess of the target amount on a pro-rata, first-come, first-served, basis. The maximum offering amount is \$7,500,000 or 20,000,000 Shares.

Over-subscription Offering Amount: The total Common Stock purchase risk that we will not raise sufficient funds to sustain the period of our offering.

Low Target Amount to Be Raised: The minimum amount of Shares that must be sold for our company to accept subscriptions in excess of the target amount is \$7,500,000 or 20,000,000 Shares. In this offering, we intend to accept subscriptions in any amount. Thus, investors who purchase Shares prior to the offering being completed to \$7,500,000 will not be able to receive additional amounts in complete the offering or that our company would be able to raise such a number of shares. Even if we raise the minimum amount, we will need to raise additional capital in the future.

Common Stock: There is no this offering, an authorized capital stock will consist of 75,000,000 shares of common stock, no par value, of which 1,000,000 common shares will be issued and outstanding.

Dividend: Dividend will be declared if and when determined by the board of directors of our company in its sole discretion. We do not expect to declare any dividends for the foreseeable future.

Put and Call: We do not have any put or call agreements in place.

Anti-Dilution Rights: The Shares do not have anti-dilution rights, which means that their equity ownership will change over existing ownership or company.

Board of Directors: The business and affairs of our company are managed, and all corporate powers are exercised by or under the direction of our board of directors. The current board members

Board of Advisors see Bradley M. Langille (Chairman) and Angus Stone Douglas. The entire composition of the Company's advisory Board of Advisors, including all of our advisors subject to the Board's oversight, Bradley M. Langille serves as the CEO of our company and co-owner of our operations. The Board of Advisors serves as the Chief Financial Officer of our company, and is responsible for providing financial and administrative support to the company.

We also have a board of advisors consisting of industry experts that have been retained to advise us with respect to our corporate strategy. The decisions of our board of advisors are not binding upon us, only our general advisory nature.

Share Pledge Hold We are offering the Shares in reliance on the exemption from registration requirements of our securities law, pursuant to Section 3(b)(1) thereof and the registration provisions of our securities law.

Controlling The following limitations apply to investment amounts by individual investors in this offering:

- Individual investors, over the course of a 12-month period, are permitted to invest in the aggregate across all crowdfunding offerings up to:
 - 10% of their annual income or net worth (whichever is less than \$107,000) (also the greater of:
 - \$2,500 or
 - 3 percent of the lesser of their annual income or net worth
- If both their annual income and net worth are equal to or more than \$107,000, the maximum of the lesser of their annual income or net worth, and
- During the 12-month period, the aggregate amount of securities sold to an investor through all crowdfunding offerings may not exceed \$107,000.

Traveler The Shares will be issued without registration under the Securities Act pursuant to the crowdfunding exemption under Section 3(b)(1) of the Securities Act.

The Shares may not be transferred by our purchaser(s) until the offering period has ended. During the one-year period from when the Shares were first issued, each investor may not transfer (1) the Shares, (2) the amount of the proceeds, (3) to any transferee, (4) as part of an offering registered under the SEC, (5) in a manner that is the result of the exercise of the right, (6) to a transferee that is the purchase, to a transferee for the benefit of a transferee of the proceeds of the purchase, or (7) in a manner that is the result of the exercise of the purchase contract under the circumstances.

We will be under no obligation to register the resale of the Shares under the Securities Act.

High-Risk An investment in the Shares involves a high degree of risk and is suitable only for investors who can afford to lose their entire investment.

THE COMPANY

1. **Name of Issuer:**

The issuer is the issuer is PT Systems, Inc., d/b/a BlueFishes. The issuer is a California corporation.

ELIGIBILITY

2. **Check this box to certify that all of the following statements are true for the issuer:**

- Organized under and subject to the laws of a state or territory of the United States or the District of Columbia.
- Not subject to the jurisdiction in the reports pursuant to Section 17 of the Securities Exchange Act of 1934.
- Not an investment company registered or required to be registered under the Investment Company Act of 1940.
- Not eligible to rely on the exemption provided to issuers, or the issuer, from the registration and qualification specified in Rule 17(d) of Regulation C overstanding.
- Has filed with the Commission and provided to investors, in the most recent period, the registration annual reports required by Regulation C overstanding during the two-year immediately preceding the filing of the offering statement or the most recent period for the issuer was required to file such reports.
- Not a depository company that falls in special business plan of the issuer that is:

3. **Has the issuer or any of its predecessors previously failed to comply with the existing reporting requirements of Rule 17(d) of Regulation C overstanding? () Yes (X) No**

Explain Nonapplicable.

DIRECTIONS OF THE COMPANY

4. **Provide the following information about each director and any person accepting a similar status or position:**

Brad McLaughlin, CEO & Chairman Date of Board Service: June 2016 - Present

Brad McLaughlin is a venture capitalist, software engineer, online marketing and lead generation expert. He was the founder of Qualtricks and grew it into one of the largest lead generation companies in the United States. He has founded numerous other startups, a software and mobile app firm that has over 100 software programs, apps and database applications in its library being licensed to small businesses all over the world. He has won multiple app awards, including Google Play Store App of the week.

Mr. McLaughlin's Business Experience for the Last Three Years:

- Qualtricks**, CEO & Chairman
- Qualtricks**, Chairman
- Qualtricks**, Chairman for the management of the Company
- Qualtricks**, Executive Marketing Services

Qualtricks, Principal Business Marketing

- Qualtricks**, Chairman 2011 - Present
- Qualtricks**, Chairman for the management of the Company

Education: Central Community College (2 years)

Angus Stone Douglas, Director & CFO Date of Board Service: June 2018 - Present

Stone was the former Chairman, Chief Executive Officer and Acting Chief Financial Officer of the Louisville, Kentucky-based developer of an online version (OVO) for the ENTP® (EN) International franchise and related home care health products, followed by the J. Edgar and James Edgar's, respectively and the former Chairman and Chief Executive Officer of Paper Avenue, a New York, Florida-based manufacturer of ground reaction mats. Founded the Company which is technology, computer, the Company acquired several time equipment repair services, and also the Company in the United Kingdom. Additionally, Stone is a former equity firm for combination of more than \$10 million. Confirmed received a limited vote on the dollar plus amount.

Mr. Douglas: Business Experience for the Last Three Years

Employer: PT Systems, Inc.

Employer: Chemical Business, Online social media and marketing

Title: CFO

Director: January, March 2018 - Present

Responsibilities: Oversee accounting function and all financial activities of the Company.

Employer: Park & Vale Investments, Inc.

Employer: Managed Business Investment company

Title: CEO

Date of Service: September 1998 - Present

Responsibilities: Manage overall operations of the company.

Employer: National Network Resources, Inc.

Employer: Managed Business Investment company

Title: CFO

Director: January, March 2018 - Present

Responsibilities: Manage overall operations of the company.

Employer: Parkland Inc.

Employer: Managed Business: Online sales of prescription eyewear

Title: CFO

Date of Service: June 2013 - Present

Responsibilities: Oversee accounting function of the company.

Education: Fairleigh Dickinson University, 1978, Business Management

Mr. Douglas expects to devote approximately 40% of his business time to the business of our company.

³ Provide the following information about each officer and any persons occupying similar status or positions, a certain percentage of the time:

Bradley, M.L. English, CEO & Chairman

See "Directors of the Company" section above.

Angus Stone Douglas, Director & CFO

See "Directors of the Company" section above.

PRINCIPAL SECURITY HOLDERS

4. Provide the name and ownership level of each person, as of the most recent practicable date, who is the beneficial owner, as defined in Rule 405, of the issuer's securities, unless such securities are held in the name of a corporation.

Name of Holder	No. and Class of Securities Now Held	% of Voting Power Prior to Offering
Hansen Holding	4,750,000 Shares of Common Stock	34.13%
Beetle's Web Holdings	1,300,000 Shares of Common Stock	20.00%

BUSINESS AND ANTIDILUTED BUSINESS PLAN

7. Describe in detail the business of the issuer and the anticipated business plan of the issuer.

Business Overview

We were formed on June 30, 2014 for the purpose of operating BeetleFiber.com, an Internet-based omnichannel social media marketplace that enables consumers residing in legal Canadian states to research and to purchase their products and services in accordance with their regulations. Our two million users can purchase, compare, and obtain the lowest available and most current products. We believe that our strategy to be target omnichannel marketplace marketplace in the world. Our mission is to provide omnichannel, better and more reliable information while providing businesses with hyper-targeted advertising access to our registered user base.

We were formerly known as Tridder Paper, Inc. and changed our name to P5 Systems, Inc. on October 21, 2016. We do business as BeetleFiber.

Business Plan

In fact, our primary user base has consisted of business companies that create omnichannel products, omnichannel advertisements, and campaigns. As more users register omnichannel, we expect that will be able to expand our reach and we expect our user base will continue to grow. We believe the market that changes in states such as Michigan, Ohio, and Missouri will cause your opportunities for our company to further expand our network in North America. The important goal for BeetleFiber is to maintain a competitive presence in our marketplace. The users for us to meet our user market are national. These users include the replication of our technology for each market and relatively national marketing efforts to reach our users. We intend to replicate our existing model to our markets in order to give our users and our users.

See Question 10 for additional information on the use of proceeds from this offering in executing the business plan.

Our Products and our Services

BeetleFiber Platform

We focus on online social media and networking platform and portal. BeetleFiber, which allows for those interested in Michigan, Ohio, and other omnichannel products to connect in a safe and verified environment. This platform is available in all U.S. states where the use of omnichannel is applicable and is Canada.

We believe that BeetleFiber is the largest omnichannel social media and networking platform in the world with over 2 million registered users in the U.S. and Canada. Our platform is free for companies and individuals to create and use our marketplace. Our two million users can purchase, compare, and obtain the lowest available and most current products. We believe that our strategy to be target omnichannel marketplace marketplace in the world. Our mission is to provide omnichannel, better and more reliable information while providing businesses with hyper-targeted advertising access to our registered user base.

Many omnichannel social companies of today rely heavily on our omnichannel content. These users provide content to us and the best company returns increased advertising dollars because the company has created additional interest in the site. Therefore, the more repeat that we build by a user, the more advertising revenue we expect to receive.

See also certain court opinions. Because of the small growth in the market and low legal barriers, we believe the growth opportunities are very significant in the foreseeable future.

Customer Base

To date, our primary asset has been investment in licensed companies that create proprietary products, conduct experiments, and commercialize in South America. In most cases, legal entities, we will be able to expand our reach and our base will continue to grow.

Governmental Regulation, Approval and Compliance

Our business has been and will continue to be subject to the Food and Drug Administration and various other U.S. laws and regulations. Failure to comply with these laws and regulations could subject us to administrative and legal proceedings and reduce the value of our investment portfolio. The increasingly complex and rapidly changing legal and regulatory environment creates additional challenges for our other and our worldwide programs. Our ability to comply with these challenges could have an impact on our legal, operational and business risk.

Litigation

There are no pending legal suits pending or to our knowledge, threatened, against our company, which would have a material effect on the business of our company.

Other

Our principal address: 1344 Gey Street, Suite 100, San Francisco, CA 94109

We conduct business in California.

Because the Food & Drug Administration generally does not conduct their own separate investigation of our industry or whether we operate, potential investors may wish to conduct their own separate investigation of our industry to obtain greater insight in assessing our prospects.

Enlight Bio is the Food & Drug Administration's a detailed company website. You are encouraged to review ENLIGHT BIO's website to learn more about the business of our company, its history and future plans and prospects. ENLIGHT BIO's investment is to conduct in the United States.

RISK FACTORS

A crowdfunding investment involves risk. You should not invest any funds in this offering unless you can afford to lose your entire investment.

In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these securities have not passed upon the accuracy or adequacy of this information.

The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or prospectus.

These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

8. Disclose the material factors that make an investment in the issuer speculative or risky.

(An investment in the Company involves a high degree of risk. You should carefully consider the risks described above and those listed below carefully prior to purchasing any Shares in this Offering. If you do invest, your entire investment may be lost.)

success, our business, financial condition or results of operations may suffer. As a result, you could lose part or all of your investment.

Risks Related to the Company's Business and Industry

We face a limited operating history upon which you can evaluate our performance, and accordingly, our present results are unlikely to reflect the risks that you face as a company investor.

We were incorporated under the laws of the State of California on June 30, 2016. We have limited operation and no real operating income to date. We are in the development stage, and to date operations are subject to a lot of risks inherent in the establishment of a new business enterprise. The likelihood of the success of our company will be dependent on a number of factors, including, but not limited to, our ability to attract and retain key management, our ability to raise additional financing, our ability to attract and retain customers, our ability to establish a market for our products, our ability to obtain necessary regulatory approvals, our ability to develop and protect our intellectual property, our ability to execute our business plan, our ability to manage our operations and our ability to secure the necessary capital resources to fund our operations. There can be no assurance that we will be able to execute our business plan or that our operations will be profitable, that any sales will be profitable or that we will have sufficient funds available to continue to develop and implement our business plan or our products that you desire.

We face significant competition for our International Cannabis Social Holic Metaphor, a FullTrailer Delivery and our cannabis delivery app and FullTrailer TV.

The cannabis industry is highly competitive and we compete with a number of other companies that provide similar services to the cannabis industry. Our ability to compete successfully in the case of our International Cannabis Social Holic Metaphor, FullTrailer Delivery, the cannabis delivery app, FullTrailer TV, and to manage our demand growth will depend primarily upon the following factors:

- Maintaining continuity in our management and key personnel;
- Attracting and retaining our key operating employees;
- Attracting and retaining and selling our services;
- Managing our costs for our services;
- Managing our relationships, product sales and distribution in our markets;
- Managing our relationships with our management contacts;
- Managing our relationships with our customers and providers; and
- The design and functionality of our services.

Many of our competitors have greater financial, technical, product development, marketing and other resources than we do. These competitors may be better financed than we are and may have more experience in which they are in the cannabis industry (Canada, Chile, Nevada, New Jersey, Michigan, Oklahoma) than our company and may be capable of providing products and services that we do not have the capacity, resources, or capital to provide. These competitors, which may have a more extensive, established, national presence than our company, may do more than substitute for operating profits.

The forecast of market growth included in our business plan and investor presentations may prove to be inaccurate, and even if that market in which we compete achieves the forecasted growth, we cannot assure you our business will grow or maintain sales. (P.14)

Growth Estimates are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. The forecasted growth plan and investor presentations may prove to be inaccurate. Even if a market achieves the forecasted growth included in our business plan, we may not grow as fast as we believe or realize rates, or if it, the growth is subject to many factors, including our success in implementing our business strategy, which is subject to many risks and uncertainties. Accordingly, the forecast of market growth included in our business plan should not be taken as indicative of our future growth.

In order for the Company to compete and grow, it must attract, recruit, retain and develop the necessary personnel who have the desired experience.

Recruiting and retaining highly qualified personnel is critical to our success. These individuals may require us to hire additional personnel and to invest in costly management practices to recruit and retain employees. We have various programs in place to attract, recruit and retain personnel as it develops such expertise could allow us to be the development and implementation of our product candidates. If our experience, effectiveness in hiring and retaining personnel to key positions, we could suffer from delays in product development, loss of customers and other loss of competitive advantage, which could materially affect operating results. The continued loss of experienced personnel to the public market may have a material adverse effect on our business and operations.

The business is subject to a variety of U.S. and international laws, rules, policies and other obligations regarding data protection.

We are subject to federal, state and international laws relating to the collection, use, retention, security and transfer of personally identifiable information. In many cases, these laws apply even if the data originates, is stored or processed in a jurisdiction that does not have such laws. These laws vary significantly in their scope and requirements. Some jurisdictions have imposed more laws on the data, and other jurisdictions are providing ongoing and additional regulations. These laws continue to change and may become more stringent. Our compliance with existing and changing international requirements may cause us to incur additional costs or require us to change our business practices. Non-compliance could result in penalties or significant legal liability.

Our pricing policies and practices concerning the use and disclosure of data will be pivotal to our success. Any changes to our data practices with respect to its management, which are subject to regulatory review and change, could have a material adverse effect on our business, results of operations and financial condition.

The company may not be able to effectively manage its growth or improve its operational, financial, and management performance metrics, which could have a material adverse effect on our business, results of operations, and financial condition.

In its operations, our company expects to expand the scope of its operations and hire significant staff. If our company is successful in recruiting its business plan, it will experience growth in its business, but will also face a significant increase in its business expenses, financial, management and other resources. The future, but not clear, nature of its resources may be affected by the following:

- The need for continued development of financial and operational management systems;
- The need to manage strategic relationships and agreements with manufacturers, producers, consumers, distributors, suppliers, and
- Difficulties in hiring and retaining all the management, technical, and other personnel necessary to support and manage the business.

Additionally, the strategy of our company could produce a period of high growth that also requires a significant focus on its administrative and operational activities. As a result of effectively managing growth will require our company to substantially expand its capabilities and operational resources and to attract, hire, manage, and retain qualified management and other personnel. There can be no assurance that our company will be successful in recruiting, retaining and managing new employees or managing existing employees.

Our company cannot provide assurance that its management will be able to manage the growth effectively. Its failure to successfully manage growth could result in its sales, net income, operational, and capital expenditures, or could otherwise have a material adverse effect on the business, results of operations, and financial condition of our company.

Attention to data protection obligations, management practices or other activities by us that involve proprietary rights could result in significant costs and potentially have a material adverse effect on our business, results of operations, and financial condition.

In recent years, there has been significant litigation involving intellectual property rights in many technology-based industries. This litigation has emphasized the need for robust, enforceable intellectual property rights. While our intellectual property portfolio is diverse, technical and management personnel and its needs. As a result of our such efforts, we may have to develop intellectual property rights in the future. There is also a risk that our intellectual property rights may be subject to third-party claims or litigation. In addition, our intellectual property rights may be subject to third-party claims or litigation. In addition, our intellectual property rights may be subject to third-party claims or litigation.

We may not be able to protect our intellectual property rights.

We depend on trademarks, service marks, copyrights, patents, trade secrets, proprietary technologies, domain names and similar intellectual property to distinguish our products and services. We rely on patents, copyrights and trademarks to protect our products and services. However, we may not be able to obtain or maintain these rights. We have applied for and are working to protect our intellectual property rights. We have applied for and are working to protect our intellectual property rights. We have applied for and are working to protect our intellectual property rights. We have applied for and are working to protect our intellectual property rights.

There can be no assurance that our efforts to protect our intellectual property rights will be successful or sufficient. Our ability to protect our intellectual property rights will depend on many factors, including the nature and scope of our intellectual property rights. We have applied for and are working to protect our intellectual property rights. We have applied for and are working to protect our intellectual property rights. We have applied for and are working to protect our intellectual property rights. We have applied for and are working to protect our intellectual property rights.

We will require additional financing to execute our business plan, which we may not be able to secure on acceptable terms or at all. We will require additional financing to execute our business plan, which we may not be able to secure on acceptable terms or at all. We will require additional financing to execute our business plan, which we may not be able to secure on acceptable terms or at all. We will require additional financing to execute our business plan, which we may not be able to secure on acceptable terms or at all.

We may not be able to protect our intellectual property rights. We may not be able to protect our intellectual property rights. We may not be able to protect our intellectual property rights. We may not be able to protect our intellectual property rights. We may not be able to protect our intellectual property rights. We may not be able to protect our intellectual property rights. We may not be able to protect our intellectual property rights. We may not be able to protect our intellectual property rights.

Many industries are prone to cyber attacks, including ours, with third parties seeking confidential information or data or other data. Our data is a critical asset and we have implemented security measures to protect our data. Our data is a critical asset and we have implemented security measures to protect our data. Our data is a critical asset and we have implemented security measures to protect our data. Our data is a critical asset and we have implemented security measures to protect our data.

but parties have become more professional in their interactions and more aware of our systems in the future. Such developments may compromise the protection of the parties' confidential information, which may result in less confidence in our products, or result in reputational harm to us. Our efforts to protect our computer data or the information we store online may also be compromised if our security and privacy controls are breached. Additionally, our efforts to maintain, protect and control our data may be subject to change. Additionally, our efforts to maintain, protect and control our data may be subject to change. Additionally, our efforts to maintain, protect and control our data may be subject to change.

A failure to protect the integrity and security of our customers' information could expose us to litigation, negatively change our reputation and harm our business. Furthermore, the announcement of a privacy rights law could adversely affect our results of operations.

Our business involves the collection and use of confidential information of our customers and vendors. We cannot assure you that our efforts to protect the confidential information will be successful. If our competitors or the government, security agencies or other third parties obtain our confidential information, our business and our reputation could be harmed. In addition, our efforts to protect our confidential information may be subject to change. Additionally, our efforts to protect our confidential information may be subject to change. Additionally, our efforts to protect our confidential information may be subject to change.

The Company's success depends on the experience and skill of the level of directors, the management team, its executive officers and key employees.

In particular, the Company is dependent on Bradley McLaughlin and Angus West Douglas to execute the business plan. If they leave the Company, we could be unable to find suitable replacements. In addition, the Company's success depends on the experience and skill of its executive officers and key employees. If any of these individuals were to leave the Company, our business and our reputation could be harmed. In addition, our efforts to protect our confidential information may be subject to change. Additionally, our efforts to protect our confidential information may be subject to change.

The Company has not made an election to enter into employment agreements with Bradley McLaughlin and Angus West Douglas although there may be an agreement that it will do so or that they will continue to be employed by the Company for a period of time after their departure. The terms of such agreements could limit the Company's financial condition and the results of operations.

although dependent on certain key personnel, we do not have any key man IPO insurance policies on any such person.

We are dependent on our Bradley McLaughlin and Angus West Douglas to execute our business plan and execute our business plan, however, we have not purchased any insurance policies with respect to their individual or joint departure or disability. Therefore, if either of them were to die or become disabled, we will not receive the compensation to which we are entitled with each person's absence. The loss of either such person could negatively affect our Company and its operations.

Changes in government/regulator could adversely impact our business.

The trade industry is subject to extensive legislative and regulatory activity at the federal and local levels and, in some instances, at the state level. Additionally, our ability to enter into regulatory and additional regulatory is under consideration. These changes of such regulatory activity may result in changes to our business plan and operations. Additionally, our efforts to maintain, protect and control our data may be subject to change. Additionally, our efforts to maintain, protect and control our data may be subject to change.

We derive most of our revenues from the sale of advertising, and a decrease in overall advertising opportunities could lead to a reduction in the amount of advertising that consumers are willing to purchase and the price at which they purchase it.

Consumers in markets used to be critical and often become less predisposed to receive their advertising through digital and mobile devices. If the consumer process of adoption of certain services, available services, and content can be used also across or across advertising, sending process, by using advertising content, industry may see more competition in various or digital content creation, such as video, books and other content, as a significant source of our advertising revenue, and reduction in these advertising could lead to a decrease in our advertising revenue. Further, the use of mobile advertising on advertising products due to such services, available could also indirectly impact our sales and advertising revenue, as advertising may not receive as much value from advertising if consumers are purchasing from their products or services. As a result, our advertising revenue may be reduced.

The SEC's monitoring of certain industry and large tech companies and ability to sue securities law on the basis of other.

On May 10, 2014, the SEC's Office of Investor Education and Advocacy issued a letter that it was reviewing about potential sales practices in investment-related companies. The SEC noted an increase in the number of investor complaints regarding investment-related transactions. The SEC noted regulatory funding opportunities for the review of such of the different investment-related companies. Due to the rights created by the law on the basis of other, the SEC may seek funding and offering to different-kind companies which would have a potential adverse effect on ability to raise capital and our business.

We operate in a market that is populated by businesses that are highly volatile.

The US market for certain products is highly volatile. While we believe that it is a growing and growing market, many companies involved in certain products and services may be forced to liquidate, close, sell or shut down if such products in developmental stage. Some of these companies, that represent challenges to us include our key competitors, financial services, technology, and business content, we having access to secondary markets holding our products, our existing products and services, and we may be by secondary distribution arrangements. Any one of these challenges, if our managed well, could materially adversely impact our business.

Many variable activities, products, and services will reduce our.

The high volatility in such markets may impact our ability to sell and buy our products and services. While we believe that our products have an advantage and are the most relevant to consumers of certain products, there may be other products and services that are more relevant to consumers. The SEC noted regulatory funding opportunities for the review of such of the different investment-related companies. Due to the rights created by the law on the basis of other, the SEC may seek funding and offering to different-kind companies which would have a potential adverse effect on ability to raise capital and our business.

Businesses in working with us on sales of our services will have an adverse effect on our profitability and ability to generate cash and our business plan.

The following factors, among others, could affect continued market acceptance and profitability of our data products:

- For introduction of competitive services;
- Changes in consumer preferences among our data products;
- Changes in consumer perceptions about third-party products;
- Changes in consumer preferences regarding the availability of our data products.

As a result of the foregoing, our warrants will be returned if: *Expiration upon our discretion and judgment with respect to registration and disclosure of our securities to the Offering. We may choose to not file the prospectus in reliance upon the fact that you are not a resident of the United States. In such event, we will have no liability for our business and financial condition or company and its operations and financial statements to be filed for a particular jurisdiction.*

We are subject to income taxes as well as non-income-based taxes, such as transfer, gift, tax, inheritance and real estate property and probate and workers' compensation laws in the U.S. and foreign jurisdictions.

Significant judgment is required in monitoring our processes for income taxes and other tax liabilities. In the ordinary course of our business, there are many transactions and conditions where the ultimate tax determination is uncertain at the time that we are required to report the tax consequences. It is not certain that the final determination of the ultimate tax liability will not be different from what is reported on the periodic statements. Corporate returns for non-income based taxes and credits, and (ii) any material differences could have an adverse effect on our financial position and results of operations if the actual amounts are not what we reported in our returns.

We are not subject to Sarbanes-Oxley regulations and lack the financial controls and safeguards required of public companies.

We do not have the internal information necessary, and are not required, to compile an information about our financial condition that would be required under Section 404 of the Sarbanes-Oxley Act of 2002. There can be no assurance that there are no significant deficiencies or material weaknesses in the quality of our financial controls. We expect to have additional expenses and financial requirements in the future which is required to attempt to perform the system and process evaluation, testing and remediation required in order to comply with the requirements contained under certain corporate requirements.

Our warrants will not be fully tradable and we may face the related purchase risks. Although our warrants are to be traded on a public market, they are not listed on any national securities exchange and our warrants may not be fully tradable at all times.

We should be aware of the regulatory status of this securities. There is no law and likely will not be a public market for our securities. There are multiple laws and their respective effects. The Securities Act or other the market laws of any state or non-federal laws, regulations, and conditions may impact our business and cause us to be subject to the United States' laws (including the Securities Act or other laws) if it is not properly registered under the Securities Act or other securities laws will be effected. Limitations on the transfer of our securities may also apply after the time that you might wish to trade for our securities in a particular jurisdiction.

Particular results may occur if the regulatory status of our securities in the Company. Such facilities in the Offering will be required to register with a regulatory body there for its own account, the securities purchase and sale will be restricted or prohibited.

Neither the Offering nor the Securities have been registered under federal or state securities laws, leading to an absence of investor protection opportunities.

No governmental agency has reviewed or passed upon this Offering, our company or any Securities of our company. We have taken no steps to complete any other registration requirements that might be required under state, federal, securities, or other laws, and we do not have any of the benefits that such registration would otherwise provide. Prospective investors and holders must be advised of the risks and the terms of this Offering or the securities or registrations will likely be prohibited.

No Government of State or Government

There is no assurance that a Participant will realize a return on its investment or that it will not lose its entire investment. For the reasons set forth herein, investors should read this Offering and all its risks carefully and should consult with its own attorney and financial advisor prior to making any investment decision.

A majority of our company is owned by a small number of owners.

The price of the Shares being sold in this Offering has been determined based on a number of factors and does not necessarily bear any relationship to our book value, assets, operating results or any other financial criteria of the Company. Prices for our Shares may not be reflective of the fair market value of our Shares now or in the future.

Management has discussed our proceeds with the offering.

We expect to use the net proceeds of this offering, net only, for general corporate purposes, including working capital. However, we have no specific financial plan for the net proceeds of the Offering for the first six months of the offering period or the offering period as a whole. Our management has discussed the amount of the net proceeds to be used for general corporate purposes and we will be required to use a significant amount.

We do not anticipate paying any cash dividends for the foreseeable future.

We currently intend to hold future offerings, if any, for the foreseeable future, to repay indebtedness and to support our business and planned growth strategies. We do not intend in the foreseeable future to pay any dividends to holders of our Shares.

In addition to the risks listed above, businesses are often subject to risks not known or fully appreciated by the management. It is not possible to forecast all risks that may affect us. However, we cannot provide financial statements that are subject to audit. Our financial statements are prepared in accordance with generally accepted accounting principles. Our management should take into consideration when making such analysis, recognizing the risks that are not listed above.

THE OFFERING

9. What is the purpose of the offering?

The purpose of the offering is to raise capital to fund operations, general working capital and general operating expenses. In addition, the proceeds from this offering will be used to repay indebtedness, financing and financing, legal, accounting and other professional fees and expenses.

10. How does the issuer intend to use the proceeds of this offering?

	IF Capital Offering Amount (\$,000)	IF Maximum Amount (\$,000)
Total Proceeds	\$27,000	\$2,700,000
Less: Offering Expenses ⁽¹⁾	\$1,700	\$1,700
Net Proceeds	\$25,300	\$2,698,300
Less: Loan Repayment	\$0	\$0
Less: General Working Capital	\$0	\$0
Total Use of Net Proceeds	\$25,300	\$2,698,300

(1) The Use of Proceeds chart is not inclusive of payments to the financial and legal service providers, and certain related fees, of which have been accrued in preparation of this offering and are due in advance of the closing of the offering.

(2) We will accept proceeds in excess of the target offering amount of \$25,000. We will allocate such proceeds on a pro-rata basis. We will use the uncommitted amount up to \$1,000,000 in the manner described in the prospectus.

11. How will the issuer complete the transaction and deliver securities to the investors?

The transaction between the issuer and the investors will be completed through the EquiFund Capital Funding Fund, Inc. as the platform, located at www.EquiFundFund.com. EquiFund Capital Funding Fund, Inc. will serve as the intermediary.

Upon acceptance of your subscription by our company and delivery of the subscription amount into the escrow account, you will be able to download a digital copy of the subscription agreement and a confirmation of your investment and the number of shares acquired by you.

12. How can we become qualified investors?

Investors may qualify as investment professionals at any time up to the qualification deadline, which occurs at 5:00 p.m. on August 15th, 48 hours prior to the offering deadline identified in this offering memorandum, which is September 30, 2018.

Qualification information can be found in the EquiFund Fund Offering Circular. Investors may contact the investment professionals by making an email to offering@equifundfund.com, using their email account for investment confirmation. The investment professionals will be responding to email in their own time. The offering will be conducted directly by EquiFund with better information. If investor's investment confirmation is cancelled, the corresponding payment shall be refunded to investor within 48 hours after the offering deadline for the offering memorandum expires, and without interest, with respect to any money received.

Early Closing

If the target amount is reached prior to the offering deadline, the issuer may conduct an early closing. In the event that the issuer conducts an early closing, investors shall receive notice of such early closing as well as the amount of their early closing check. Investors shall have the right to cancel and shall have their investment commitment at any time and for any reason up until 48 hours prior to the Early Closing Date. After the target amount has been raised, the intermediary and the issuer may agree to hold another offering or a rolling firm.

Material Changes

If there is a material change to the terms of the offering or to the information provided by the issuer to investors, Interfund Capital will send notice to each investor of such material change and advise the investor that the investment commitment will be cancelled unless the investor notifies the investment commitment within the business days. If any investor fails to reaffirm their investment commitment within the notification period, the investment commitment will be cancelled automatically and Interfund will issue a cash refund within five business days after initial notice of the material change, a notification that the investment commitment was cancelled and advise the investor of the investment.

No Closing

If the Company fails to reach the target offering amount by the offering deadline, each investor's investment commitment will be cancelled automatically and Interfund will direct refund of each cancelled investment to the investor within five business days.

NOTE: Investors may cancel an investment commitment until 48 hours prior to the deadline identified in these offering materials.

The intermediary will notify investors when the target offering amount has been met.

If the issuer reaches the target offering amount prior to the deadline identified in the offering materials, it may close the offering and it provides notice about the early offering deadline at least five business days prior to such an offering deadline (unless a material change that would require an extension of the offering and reconfirmation of the investment commitment).

If an investor does not accept an investment commitment before the 48-hour period prior to the offering deadline, the issuer will not send the investor any closing of the offering, and the investor will receive a cash refund of their investment.

If an investor does not reaffirm his or her investment commitment after a material change is made to the offering, the investor's investment commitment will be cancelled and the committed funds will be returned.

OWNERSHIP AND CAPITAL STRUCTURE

The Offering

1) Describe the terms of the securities being offered.

Terms of offering:

We are offering up to 370,000 shares of Common Stock, for up to \$1,070,000.00. We are attempting to raise a minimum amount of \$1,070,000.00 in this offering, which will be in the maximum amount of eight months. We may receive commitments from investors in an amount totaling the minimum amount by September 30, 2015, which will be used to fund the offering. Investors will receive notice of such early closing as well as the amount of their early closing check. Investors shall have the right to cancel and shall have their investment commitment at any time and for any reason up until 48 hours prior to the Early Closing Date. After the target amount has been raised, the intermediary and the issuer may agree to hold another offering or a rolling firm. After we reach or exceed the minimum amount by the offering deadline, we shall not be able to the offering, however our investors will be cancelled, and Interfund Capital will be returned to investors within the notification period. We have the right to extend the offering deadline if we do not receive the minimum amount in amount of the minimum amount up to \$1,070,000.00, which we refer to as the investment amount, and the additional shares will be allocated as and forth on September 30 of the next year.

Holder of Common Stock are entitled to one vote per share of Common Stock.

15. **Are there any limitations on any voting or other rights attached to the securities being offered?** 11/15/2020

We do not have any voting agreements or distribution rights holder agreements in place.

16. **Explain how the terms of the securities being offered may be modified?**

The rights of the holder of Common Stock of our company may only be modified by the majority vote of the shares of common stock of our company, assembled and entitled to vote, unless a greater number of voting shares is required by applicable law.

Restrictions on Transfer of the Securities Being Offered

The securities being offered may not be transferred by any purchaser of such securities during the one-year period beginning when the securities were issued unless such securities are transferred:

- (1) to the issuer;
- (2) to an accredited investor;
- (3) as part of an offering registered with the U.S. Securities and Exchange Commission; or
- (4) to a member of the family of the purchaser or the registrant, as that member is defined by the purchaser, in a trust created for the benefit of a member of the family of the purchaser or the registrant, or in connection with the death or divorce of the purchaser or other similar circumstances.

In addition to the restrictions on transfer described above, the Shares may not be transferred without the consent of our company which may be given or withheld at our company's sole and absolute discretion.

NOTE: The term "accredited investor" means any person who comes within any of the categories set forth in Rule 501(c) of Regulation D, or who the officer reasonably believes comes within any such category, at the time of the sale of the securities to that person.

The term "member of the family of the purchaser or the registrant" includes a child, stepchild, grandchild, parent, stepgrandparent, spouse or general partner, sibling, uncle or aunt, father-in-law, son-in-law, daughter-in-law, brother-in-law, or other in-law of the purchaser, and includes similar relationships. The term "spouse or partner" means a relationship occupying a relationship generally equivalent to that of a spouse.

Description of Issuer's Securities

17. **What other securities or forms of securities of the issuer are outstanding? Describe the material terms of any other outstanding securities or forms of securities of the issuer.**

The only securities of our company that are outstanding are Common Stock. The total amount of Common Stock issued and outstanding prior to this Offering is 18,829,731 Shares.

We intend to repay each promissory note to our immediate employees, subject to approval of the Board of Directors and stockholders of the Company. We may also offer other debt or equity securities, including derivative securities like options, warrants or convertible securities to some of the above.

18. **Have any of the rights of the securities being offered be materially limited, altered or qualified by the terms of any other securities being offered?**

The Shares do not have anti-dilution rights, which means that future equity financings or other issuance of securities will dilute the ownership percentage that the Investor may eventually have in the Company.

Name		
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FINANCIAL CONDITION OF THE ISSUER

- 27 **Does the issuer have an operating history?** (31)(1)(i) No
- 28 **Describe the financial condition of the issuer, including, to the extent material, liquidity, capital resources and historical results of operations.**

Financial Information
 Please see the financial information filed on the cover page of this Form C-1 and attached hereto in addition to the following information. Financial statements are attached hereto as Exhibit A.

Operations

We have raised \$300,000 in debt to seed capital through the sale of equity to fund development of the BioFunder platform, the growth of our registered assets to 2 additional, the launch of initial manufacturing sites for BioFunder platform, and the development of a pipeline of future partnerships. We will need to continue to raise additional investment capital as we continue to drive our core technologies to the pipeline and to raise and market offers that are expected to lead to revenue growth in 2009 and beyond.

We expect to continue to be profitable over the next 12 months and anticipate future revenue following public offering annual revenue at a rate of 100%+ giving our registered assets at an annual rate of 100%+ creating new business in the current three months, and entering the data business with selective strategic partnerships, although there can be no guarantee that it will be successful in doing so.

Liquidity and Capital Resources
 The proceeds from the fundraising, in combination with anticipated operating revenue, will allow us to continue to invest in high-potential development and sales and marketing activity that will be necessary to support the public offering above.

We do not have any additional sources of capital other than the proceeds from the offering.

Capital Expenditures and Other Obligations
 We do not intend to make any material capital expenditures in the next twelve months.

Material Changes and Other Information

Risks
Trends and Uncertainties

After reviewing the above discussion of the steps we intend to take, potential investors should consider whether achievement of each step within the estimated time frame is realistic in their judgment. Potential investors should also assess the consequences in case of any delays in taking these steps and whether we will need additional financing to accomplish them.

The financial statements are an important part of this Form C-1 and should be reviewed in their entirety. The financial statements of the Company are attached hereto as Exhibit A.

- 29 **Include the financial information specified below covering the six most recently completed fiscal years or the period of the issuer's operation, if shorter.**
- Attached as Exhibit A to this offering statement are the unaudited financial statements of P3 Systems, Inc.

If Yes to any of the above, explain: _____

16. Is any such person subject to an order of the Commission entered pursuant to Section 15(b)(1) of the Exchange Act or Section 203(e) of the Investment Advisers Act of 1940 that at the time of the filing of this offering statement:

(i) restricts or prohibits such person's registration as a broker, dealer, investment securities dealer, investment adviser or futures person? Yes No

(ii) places limitations on the activities, functions or operations of such person? Yes No

(iii) bars such person from being associated with any entity or from participating in the offering of any securities? Yes No

If Yes to any of the above, explain: _____

17. Is any such person subject to any order of the Commission entered within the year before the filing of this offering statement that at the time of the filing of this offering statement: (a) the person is covered and barred from commencing or causing a violation or future violation of:

(i) any enumerated anti-fraud provision of the federal securities laws, including without limitation, Section 17(b)

(ii) the Securities Act, Section 10(b) of the Exchange Act, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Investment Advisers Act of 1940 or any other rule or regulation promulgated thereunder? Yes No

(iii) Section 7 of the Securities Act? Yes No

If Yes to either of the above, explain: _____

18. Is any such person registered or exempt from registration in, or supervised or exempt from supervision with a member of a regulated national securities exchange or a regulated national or off-exchange market association for any act or omission in an existing or pending securities offering call, and available principles of law? Yes No

If Yes, explain: _____

19. Has any such person failed to register or exempt, or was any such person at any time such person acted as an underwriter in any securities offering or Regulation S offering registered with the Commission that, within the year before the filing of this offering statement, was the subject of a refund with respect to any act or omission by the Registrant, its associates or any such person, if the law clearly shows the subject of the refund was or is proceeding to determine whether a refund with respect to any act or omission is warranted? Yes No

If Yes, explain: _____

20. Is any such person subject to a United States Postal Service false representation order entered within the year before the filing of the information required by Section 405(b) of the Securities Act, or was such person, at the time of filing of this offering statement, subject to a similarly worded order or prohibition with respect to the offering statement, subject to the same time frame, entered by the same body of officials for obtaining money or property through the use of false representation? Yes No

If Yes, explain: _____

If you would have answered "Yes" to any of these questions, but the restriction, order, judgment, decree, injunction, opinion or bar covered or barred based on the "No" to this, have you ever filed a claim to set aside

the exemption under Section 408(b) of the Securities Act.

OTHER MATERIAL INFORMATION

31. **Indicate by the information reported to be included in this Form, whether:**

- any further material information, if any, so may be necessary to make the required statements, in the light of the circumstances under which they are made, not misleading.
- any other material information presented to investors, and

Please see the exhibits to this offering statement, all of which have been made available to the offerees in connection with the offering.

ONGOING REPORTING

We will file reports electronically with the SEC, annually and after the report is so written, no later than April 15, 2024 (2024) and after the end of each fiscal year covered by the report. Once posted, the annual report may be found on our website at www.fishback.com. We intend continue to comply with the ongoing reporting requirements and (1) we are registered in the register under Section 13(a) or Section 13(d) of the Exchange Act, (2) we have filed at least one annual report pursuant to Regulation Crowdfunding and/or have filed the first financial statement and the first annual financial statement (13(b)(2)), (3) we have filed at least one annual report pursuant to Regulation Crowdfunding, (4) we or another party representative of all of the securities issued in reliance on Section 408(b) of the Securities Act, including any payment in full of debt securities or any complete redemption of redeemable securities, or (5) we liquidate or dissolve our business in accordance with state law.

SIGNATURE

Pursuant to the requirements of Section 302(a) and 44 of the Securities Act of 1933 and Regulation Crowdfunding (17 CFR 201.27) of the SEC, the undersigned hereby certifies that it has reviewed the information in this offering circular and that it is a member of the undersigned for filing on Form C-1 and the data covered by this Form is true and correct in all material respects.

The issuer also certifies that the attached financial statements are true and complete in all material respects.

/s/ Brady McLaughlin
Signature
Brady McLaughlin
(Name)
CEO & Chairman
(Title)

Pursuant to the requirements of Section 302(a) and 44 of the Securities Act of 1933 and Regulation Crowdfunding (17 CFR 201.27) of the SEC, the undersigned hereby certifies that it has reviewed the information in this offering circular and that it is a member of the undersigned.

/s/ Brady McLaughlin
Signature
Brady McLaughlin
(Name)
CEO & Chairman
(Title)
June 1, 2014
(Date)

I, Robby McLaughlin, being the CEO and Chairman of PPS Systems, Inc., a Corporation (the "Company"), hereby certify as follows:

(1) I am incorporating unaudited financial statements of the Company, which comprise the balance sheet as of December 31, 2017 and 2018 and the financial statements of income (loss), cash and cash equivalents and stockholders' equity and cash flows for the year ended December 31, 2017 and 2018, and the related notes to said financial statements (collectively, the "Financial Statements"), as true and accurate as of the date hereof; and

(2) while the Company has not filed tax returns for the year ending December 31, 2018, any tax return information in the Financial Statements reflects accurately the information that would be reported in such tax returns.

Robby McLaughlin
(Signature)

Robby McLaughlin
(Name)

CEO & Chairman
(Title)

Aug 5, 2018
(Date)

EXHIBITS

EXHIBIT A	General Information
EXHIBIT B	Financial Statements
EXHIBIT C	Notes
EXHIBIT D	Valuation Report

INDEPENDENT AUDITOR'S REPORT
To the members of PS Systems, Inc

PS Systems, Inc
110 200th
EMERYVILLE, CA 94604

Wiley Financial Services, Inc. have reviewed the accompanying financial statements of PS Systems, Inc., which comprise the balance sheet as of December 31, 2018 & December 2017, and the statement of earnings, the statement of comprehensive earnings, and the cash flow statement for the year then ended 2017 & 2018, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America. This includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. These standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Auditor's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Other Matter Paragraphs

Supplementary Information

The accompanying schedule of compensation, benefits, and other payments to the agency head, principal administrative head, or chief executive officer is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the responsibility of management. We have reviewed the information and, based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the supplementary information and, accordingly, do not express an opinion on such information.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the following supplementary information be presented to supplement the basic financial statements:

**Budgetary Comparison Schedule
Management's Discussion and Analysis**

Such information, although not a part of the basic financial statements, is required by the Government Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have not audited or reviewed such required supplementary information. And, accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on it.

The accompanying Budgetary Comparison Schedule has been reviewed by us, and based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

Management has omitted the Management Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. The Management Discussion and Analysis, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

PS Systems, Inc.
Balance Sheet
As of December 31, 2017

ASSETS	Total
Current Assets	
Cash Accounts	\$ 4,482.00
Trade Accounts Receivable	11,250.00
Accounts Receivable	1,000.00
Prepaid Expenses	1,000.00
Other Current Assets	1,000.00
Total Current Assets	\$ 19,732.00
Non-Current Assets	
Property, Plant and Equipment	1,000.00
Intangible Assets	1,000.00
Total Non-Current Assets	\$ 2,000.00
Total Assets	\$ 21,732.00
LIABILITIES AND EQUITY	
Current Liabilities	
Accounts Payable	1,000.00
Accrued Expenses	1,000.00
Total Current Liabilities	\$ 2,000.00
Non-Current Liabilities	
Long-Term Debt	1,000.00
Total Non-Current Liabilities	\$ 1,000.00
Total Liabilities	\$ 3,000.00
Equity	
Total PS Systems, Inc. Equity	\$ 18,732.00
Total Liabilities and Equity	\$ 21,732.00

Fixed Assets	10,000.00
Equity	10,000.00
2000 Common Shares Par Value	10,000.00
2000 Common Shares Premium	0.00
2000 Retained Earnings	0.00
2000 Total Equity	10,000.00
TOTAL LIABILITIES AND EQUITY	10,000.00

Tuesday, May 12, 2015 10:22:27 PM GMT-7 - Actual Data

PS Systems, Inc.
Balance Sheet
As of December 31, 2016

ASSETS	Total
Current Assets	
Cash Accounts	1,027,777
Accounts Receivable	91,121
Accounts Payable	389,113
Prepaid Expenses	1,719,727
Other Current Assets	80,000
Total Current Assets	3,237,938
Non-Current Assets	
Equipment	1,100,000
Accumulated Depreciation	(310,000)
Total Non-Current Assets	790,000
Total Assets	4,027,938
Liabilities	
Accounts Payable	389,113
Accounts Receivable	91,121
Cash	1,027,777
Total Current Liabilities	1,508,011
Other Current Liabilities	4,000
Total Other Current Liabilities	4,000
Total Current Liabilities	1,512,011
Long-Term Debt	2,515,927
Total Long-Term Liabilities	2,515,927
Total Liabilities	4,027,938

Long Term Liabilities	141,151.53
1995 Income Taxpayers	1,120,000.00
Total Long Term Liabilities	1,261,151.53
Equity	
2001 Operating Reserve Funds	18,000.00
2002 Reserve Accumulation	151.50
2003 Estimated Reserve Accumulation	1,500.00
Total 2001 Reserve Accumulation	1,651.50
2004 Reserve's Pay & Personal Expenses	7.75
2005 Estimated Reserve	13,000.00
2006 Reserve Balance	100,000.00
2007 Reserve Capital	600,000.00
Net Income	6,482.25
Total Equity	729,133.25
TOTAL LIABILITIES AND EQUITY	1,990,284.78

Tuesday, May 12, 2015 10:40:40 AM GMT-7 - Actual Data

PS Systems, Inc.
 Profit and Loss
 January - December 2017

	Total
Revenue	
MSD On-Premise Revenue	2,626.46
MSD SaaS/Cloud Revenue	27,415.14
MSD Professional Services	7,228.84
MSD Support	-8,500.85
MSD Other Revenue	6,200.00
Total Revenue	35,970.69
Cost of Sales	(10,222.75)
Expenses	
MSD Advertising & Marketing	44,552.72
MSD Rent & Utilities	11,157.56
MSD Depreciation	1,782.88
MSD Computer Equipment	7,900.21
MSD Travel & Entertainment	862.11
MSD Professional Fees	275.27
MSD Insurance	987.17
MSD Payroll	7,420.87
MSD Payroll	6,888.12
MSD Payroll	6.00
Total MSO Expenses	102,032.76
MSD Support & Professional Services	14,475.44
MSD Support & Professional Services	1,467.24
MSD Support & Professional Services	855.75
MSD Support	21,207.41
MSD Support	26,750.58
MSD Support	41,300.00
MSD Support	12,227.00
Total MSO Support	117,953.42
MSD Support & Professional Services	7,265.61
MSD Support & Professional Services	45,233.34
MSD Support & Professional Services	24,262.57
MSD Support & Professional Services	1,902.26
MSD Support & Professional Services	2,245.12
MSD Support & Professional Services	1,442.21
MSD Support & Professional Services	7,288.94
MSD Support & Professional Services	17,888.42
MSD Support & Professional Services	6.00
Total Expenses	182,032.76
Net Operating Income	(156,062.07)

Other Expenses	2,300.00
Other Expenses	10,000.00
Other Expenses	10,000.00
Total Other Expenses	12,300.00
Net Other Income	12,300.00
Net Income	12,300.00

Tuesday, May 10, 2016 10:21:10 AM

PS Systems, Inc.
Profit and Loss
 January - December 2010

	Total
Revenue	
MSB Sales Revenue	2,171,221
MSB Advertising Revenue	15,477,144
MSB Other Revenue	20,481,344
MSB Net Fund	(1,266,117)
MSB Other Revenue	10,000,000
Total Revenue	56,863,682
Cost of Sales	(12,250,000)
Expenses	
MSB Advertising & Marketing	9,800,000
MSB Ad By Acquisition	(100)
MSB Gas, Oil, Fuel & Tires	21,300,000
MSB Car & Truck	47,400
MSB Customer Expenses	5,747,152
MSB Depreciation	800,000
MSB Office & Administrative	7,600,000
MSB Insurance	40,000
Total MSB Expenses	45,334,552
MSB Support & Operational Services	4,000,000
MSB Sales & Commission	3,900,000
MSB Marketing Fees	3,800,000
MSB Other	27,600,000
MSB Personnel	10,000,000
MSB Commodity	6,000,000
MSB Other Expenses	10,000,000
Total MSB Personnel	16,000,000
MSB Other Expenses	2,000,000
MSB Financial Products	2,207,152
MSB Gas & Fuel	7,100,000
MSB Payroll & Maintenance	1,100,000
MSB Advertising	670,000
MSB Sales & Comm	620,000
MSB Other	11,200,000
MSB Other	5,877,400
MSB Other	1,000,000
Total MSB Expenses	79,657,952
MSB Other Expenses	(100)
MSB Marketing Promp & Delivery	100,000
Total Expenses	79,557,952

Net Operating Income	22,252
Other Expenses	
2007 Depreciation	14,000
2008 Depreciation	1,875
Total Other Expenses	15,875
Net Other Income	6,377
Net Income	15,875

PS Systems, Inc. &
 Services, LLC Combined
 Profit and Loss
 January - December 2017

	Total
Income	
MSI All Other Revenue	53,971.02
MSI Marketing Revenue	237,815.14
MSI Affiliate Revenue	712,258.34
MSI AdSense	45,115.24
MSI Management Revenue	1,100.00
MSI Loans	28,442.81
Total Income	1,069,692.55
Operating Costs	
MSI Advertising & Marketing	76,523.28
MSI Rent - Chicago & New	2,000.00
MSI Cost of Travel	4,402.89
MSI Client Acquisition	4,225.91
MSI Commission & Fees	1,870.99
MSI Office & Administrative	176,684.81
MSI Finance Charges	212.27
MSI Insurance	716.49
MSI Salaries	5,129.11
MSI Health	8,880.12
MSI Payroll	6.00
Total MSO Expenses	196,251.77
MSI Capital & Operational Services	15,961.24
MSI Market & Performance	2,718.71
MSI Marketing Fee	7,466.56
MSI Office	31,464.72
MSI Personnel	38,210.38
MSI Other Salary	62,826.00
MSI Administrative	209,877.13
Total MSO Expenses	406,128.90
MSI Profit and Interest	663,563.65
MSI Marketing Products	2,000.00
MSI Rent & Office	24,250.00
MSI Health & Maintenance	21,771.11
MSI Advertising	21,771.11
MSI Loan & Interest	2,763.11
MSI Travel	6,907.77

2021 Printing & Delivery	748.00
2021 Office	2,720.00
2021 Salaries	6.00
Total Expenses	<u>3,474.00</u>
Net Operating Income	<u>1,525.97</u>
Other Expenses	
2021 Depreciation	20,000.00
2021 Insurance	5,500.00
2021 Fuel/Utilities/Transportation	300.00
2021 Repairs	1,000.00
Total Other Expenses	<u>26,800.00</u>
Net Other Income	<u>28,325.97</u>
Net Income	<u>29,851.94</u>

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1991 Credit for Dividend Paid	465.00
1991 Fixed-Price Public Health Care	385.72
1991 Non-Resident Health Care	141.94
1991 Bond Dividend Cost	1,343.00
1991 Cash Bond Dividend Cost	2,285.66
Total 1991 Dividend Cost	<u>4,361.32</u>
Total Dividend Cost	<u>4,361.32</u>
Other Current Liabilities	4,000.00
1991 Accounts Payable	120,000.00
1991 Cash Payable	125,000.00
1991 Shareholder Advances	0.00
1991 Shareholder Pre-Payments	1,000.00
1991 Bank Liabilities	0.00
Total Other Current Liabilities	<u>247,000.00</u>
Total Current Liabilities	<u>251,361.32</u>
Long-Term Liabilities	0.00
Total Liabilities	<u>251,361.32</u>
Equity	<u>40,500.00</u>
2001 Corporate Retained Earnings	127,750.00
2001 Dividend's Investment	27,750.00
2001 Shareholder's Investment	1,000.00
Total 2001 Dividend's Investment	<u>128,750.00</u>
2001 Shareholder's Equity	11,750.00
2001 Corporate Bank	100,000.00
2001 Share Capital	20,000.00
Net Income	20,000.00
Total Equity	<u>150,500.00</u>
TOTAL LIABILITIES AND EQUITY	<u>401,861.32</u>

Tuesday, May 12, 2015 10:32:22 AM EDT - All used items

PS Systems, Inc. & EMS Combined
Profit and Loss
 January - December 2016

	Total
Income	
EMS Billing Revenue	1,271,14
EMS Advertising Revenue	248,313
EMS Other Revenue	186,368
EMS Fuel Cost	(3,325.13)
EMS Other Revenue	1,028.20
Total Income	1,683,527
Cost of Sales	(727,977)
Expenses	
EMS Advertising & Marketing	144,452.70
EMS Fuel By Allocation	0.00
EMS Gas Charges & Fees	12,282.53
EMS Car & Truck	428.20
EMS Customer Expenses	12,182.23
EMS Depreciation	303.35
EMS Office & Administrative	7,421.44
EMS Insurance	1,382.28
Total EMS Expenses	178,952.43
EMS Freight & Operational Services	47,427.33
EMS Sales & Commission	1,792.23
EMS Marketing Cost	1,369.44
EMS Other	1,770.46
EMS Personnel	10,687.77
EMS Repairs	1,025.40
EMS Rent & Utilities	2,251.41
Total EMS Expenses	216,977.07
Profit Before Depreciation	458,573
EMS Depreciation	1,521.27
EMS Fuel & Gas	17,188.89
EMS Freight & Maintenance	1,182.11
EMS Advertising	1,762.33
EMS Sales & Comm.	1,223.49
EMS Other	1,422.70
EMS Other	15,477.75
EMS Other	1,622.89
Total EMS Expenses	33,319.64
EMS Other	1,622.89
EMS Advertising Promp & Delivery	300.47
Total Expenses	250,296.71

Net Operating Income	28,232
Other Expenses	
2003 Depreciation	14,000
2003 Impairment	11,000
2003 Operational Impairment	1,000
Total Other Expenses	26,000
Net After Taxes	2,232
Net Income	2,232

PS Systems, Inc. & EMS, LLC Combined
Balance Sheet
As of December 31, 2016

ASSETS	Total
Current Assets	
Bank Accounts	24,987
Trade Receivables	11,157
Accounts Receivable	99,113
Prepaid Expenses	1,162
Other Current Assets	1,700
Total Current Assets	140,109
Property, Plant & Equipment	11,762
Goodwill	81,000
Intangible Assets	31,183
Total Non-Current Assets	123,945
Total Assets	264,054
Liabilities	
Accounts Payable	5,528
Accrued Liabilities	2,838
Deferred Revenue	11,371
Other Liabilities	11,371
Total Liabilities	31,108
Equity	
Common Stock	100,000
Retained Earnings	132,946
Total Equity	232,946
Total Liabilities & Equity	264,054

Total Other Current Liabilities	1,182,827
Total Current Liabilities	1,182,827
Long-Term Liabilities	(41,182.0)
Total Long-Term Liabilities	1,141,645
Total Liabilities	2,324,472
Equity	
2007 Operating Retained Earnings	28,000.0
2007 Owner's Investment	412.0
2007 Retained Earnings Adjustment	1,800.0
Total 2007 Owner's Investment	7,012.0
2008 Owner's Pay & Personal Expenses	(4,140.1)
2008 Retained Earnings	28,000.0
2008 Contribution Stock	100,000.0
2008 Retained Capital	200,000.0
Net Income	87,000.0
Total Equity	317,861.9
TOTAL LIABILITIES AND EQUITY	2,642,334

Tuesday, 10/12/2010 10:40:50 AM EDT - Actual Data

Executive Marketing Services, LLC
Balance Sheet
As of December 31, 2017

	Total
ASSETS	
Current Assets	
Cash	27,700.00
Accounts Receivable	41,750.00
Prepaid Expenses	0.00
Other Current Assets	0.00
Total Current Assets	69,450.00
Non-Current Assets	
Intangible Assets	0.00
Total Non-Current Assets	0.00
TOTAL ASSETS	69,450.00
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	1,750.00
Total Current Liabilities	1,750.00
Non-Current Liabilities	
Other Current Liabilities	0.00
Total Non-Current Liabilities	0.00
TOTAL LIABILITIES	1,750.00
Equity	
Common Stock	27,700.00
Retained Earnings	39,950.00
TOTAL EQUITY	67,650.00
TOTAL LIABILITIES AND EQUITY	69,450.00

Executive Marketing Services, LLC
Balance Sheet
As of December 31, 2019

	Total
ASSETS	
Current Assets	
Cash Accounts	\$ 7,287.58
Accounts Receivable	41,755.58
Other Current Assets	42.38
Investment Assets	1.00
Total Current Assets	\$ 49,086.54
Other Assets	24,742.52
Total Assets	\$ 73,829.06
LIABILITIES AND EQUITY	
Current Liabilities	
Accounts Payable	0.00
Notes Payable	0.00
Total Current Liabilities	\$ 0.00
Other Liabilities	73,829.06
Total Liabilities	\$ 73,829.06
Equity	
Retained Earnings	42,268.58
Total Equity	\$ 42,268.58
Total Liabilities and Equity	\$ 73,829.06

* Audited, Year 12, 2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818-2819-2820-2821-2822-2823-2824-2825-2826-2827-2828-2829-2830-2831-2832-2833-2834-2835-2836-2837-2838-2839-2840-2841-2842-2843-2844-2845-2846-2847-2848-2849-2850-2851-2852-2853-2854-2855-2856-2857-2858-2859-2860-2861-2862-2863-2864-2865-2866-2867-2868-2869-2870-2871-2872-2873-2874-2875-2876-2877-2878-2879-2880-2881-2882-2883-2884-2885-2886-2887-2888-2889-2890-2891-2892-2893-2894-2895-2896-2897-2898-2899-2900-2901-2902-2903-2904-2905-2906-2907-2908-2909-2910-2911-2912-2913-2914-2915-2916-2917-2918-2919-2920-2921-2922-2923-2924-2925-2926-2927-2928-2929-2930-2931-2932-2933-2934-2935-2936-2937-2938-2939-2940-2941-2942-2943-2944-2945-2946-2947-2948-2949-2950-2951-2952-2953-2954-2955-2956-2957-2958-2959-2960-2961-2962-2963-2964-2965-2966-2967-2968-2969-2970-2971-2972-2973-2974-2975-2976-2977-2978-2979-2980-2981-2982-2983-2984-2985-2986-2987-2988-2989-2990-2991-2992-2993-2994-2995-2996-2997-2998-2999-3000

Executive Marketing Services, LLC
Profit and Loss
 January - December 2017

	Total
Revenue	87,751.76
Cost of Goods Sold	27,711.18
Cost of Services	21,114.88
Cost of Sales	48,826.06
Total Income	38,925.70
Expenses	
Advertising	42,571.88
Auto Expense	2,885.18
Bank Service Charge	2,848.84
Business Insurance & Lic	1,574.88
Cellular Service - Airtime	28,118.00
Cellular Service - Equipment	3,885.00
Child Support & Maintenance	7,653.00
Child Support - Post	42,423.00
Child Support - Pre	1,845.74
Child Support - Liability	41.32
Child Support - Expenses	1.28
Child Maintenance	3,597.88
Child Support - Expenses of Fees	7,022.00
Child Support and Enforcement	3,527.28
Child Support - Fees	4,168.88
Child Office Expenses	4,740.00
Child Support - Other and Admin Expenses	1,025.48
Child Maintenance and Attorney Expenses	285.00
Child Support - Attorney Fees	475.00
Child Support - Attorney	84,141.44
Child Support	85,116.76
Child Support - Maintenance	85,116.76
Child Support - Expenses	81.98
Child Support - Expenses	86.00
Child Support - Expenses	1,845.00
Child Support	485.71
Child Support - Meals	2,842.17
Child Support	52,158.84
Total Expenses	126,825.70
Net Operating Income	(87,900.00)
Other Expenses	
Child Support	76,623.00
Total Other Expenses	76,623.00
Net Other Income	11,277.00

Executive Marketing Services, LLC
Profit and Loss
 January - December 2019

	Total
Revenue	
MSA Fee - Month	117,500.00
MSA Fee - Adm	45,750.00
MSA Fee - Marketing	25,000.00
MSA Fee -	26,450.00
MSA Fee of Member Income	1,000.00
MSA Fee of Other Income	133.00
Revenue	206,733.00
Expenses	
MSA Advertising	27,500.00
MSA Adm. Costs	5,200.00
MSA Adm. Expense	300.00
MSA Adm. Expense	6,450.00
MSA Computer - Software	7,700.00
MSA Computer -	7,000.00
MSA Office & Supplies	200.00
MSA Office & Supplies	200.00
MSA Insurance	570.00
MSA Legal Expenses	1,000.00
MSA Legal & Professional Fees	500.00
MSA Legal & Professional	4,000.00
MSA Marketing Fees	400.00
MSA Marketing Expenses	3,770.00
MSA Other Expense and Admin Expenses	40,000.00
MSA Other Expense	1,000.00
MSA Other -	400.00
MSA Printing and Delivery Expense	700.00
MSA Transportation	800.00
MSA Travel & Lodging	500.00
MSA Travel	500.00
MSA Travel Meals	40.00
MSA Transportation Expenses	2,200.00
MSA Utilities	3,000.00
MSA Utilities	200.00
MSA Other Cost Expense	400.00
MSA Other Expense	5.00
Total Expenses	100,000.00
Net Operating Income	106,733.00
Other Expenses	
MSA Other Expense	21,000.00

Total Other Expenses	3	11,000.00
Total Other Income	3	11,000.00
Total Revenue	4	11,000.00

PF SYSTEMS, INC.

SUBSCRIPTION AGREEMENT

THE SECURITIES ARE BEING OFFERED PURSUANT TO SECTION 3(A)(6) AND REGULATION CROWDFUNDING OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. NO FEDERAL OR STATE SECURITIES COMMISSION HAS REVIEWED OR PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS FOR THESE SECURITIES. THERE ARE SIGNIFICANT RISK FACTORS ON THE TRANSACTIONS INVOLVED IN THE SECURITIES DESCRIBED HEREIN, AND NO REASONABLE MARKET MAY BE AVAILABLE. AFTER READING THE TERMS, THE PURCHASE OF THESE SECURITIES INVOLVES A HIGH DEGREE OF RISK, AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT WITHOUT A CHANGE IN THEIR LIFESTYLE.

The Board of Directors of
PF SYSTEMS, INC.
200 Gray Street
Carlsbad, California 92008

Labels and Definitions

1. **Background.** The undersigned understands that PF Systems, Inc., a California corporation (the "Company"), is conducting an offering of debt (the "Offering") under Section 3(a)(6) of the Securities Act of 1933, as amended (the "Securities Act") and Regulation Crowdfunding promulgated thereunder. This Offering is made pursuant to the Form C, dated May 16, 2016, as it may be amended from time to time, filed by the Company with the SEC (the "Form C") and the offering materials which it attached thereto (the "Offering Materials"). The offering is an offering to both accredited and non-accredited investors on a 15% (15%) share of a Common Stock, on an all-cash basis ("Share" and, collectively, the "Shares") in a price of \$1.00 per Share (the "Purchase Price"). The minimum amount or target amount to be raised in the Offering is \$1,500,000 ("Target Offering Amount") and the maximum amount to be raised in the Offering is \$1,000,000 ("Maximum Offering Amount"). If the Offering is successful then beyond the Target Offering Amount, the Company will sell Shares on a non-accredited basis to the Company's management. The Company will file the Shares to complete its offering through its legal and capital raising Portal (the "Portal"). The Portal is registered with the Securities and Exchange Commission (the "SEC"), as a trading portal and is a trading portal member of the Financial Markets Regulatory Authority. The Company will pay the target, minimum and up to 7% of the gross amount raised in the Offering and Common Stock that is equal to 7% of the net amount of Common Stock sold in the Offering. Investors should carefully review the Form C, and the accompanying Offering Statement, which are available on the website of the Portal at www.pfsystems.com.

2. **Subscription.** Subject to the terms of this Agreement and the Form C and related Offering Statement, the undersigned hereby agrees to purchase the number of Shares equal to the number of Shares specified in the offering materials (the "Purchase Price") and pay the aggregate Purchase Price in the amount specified in the Form C and Offering Statement and as per the directions of the Portal through the Portal's website. Such subscription and payment shall be made by the Company on the date specified in the Company's "Label". The undersigned hereby agrees to a Share in the Offering and the Offering proceeds available as specified in the Offering Statement and on the Portal's website (the "Offering Proceeds").

3. **Closing.**

(A) Closing. Subject to this Section 2(b), the closing of the sale and purchase of the Shares pursuant to this Agreement (the "Closing") will take place through the First writing five Business Days after the Offering Deadline (the "Closing Date").

(B) Closing Conditions. The Closing is conditioned upon satisfaction of all the following conditions:

(i) prior to the Offering Deadline, the Company shall have received aggregate subscriptions for Shares in an aggregate amount equal to or in excess of the Target Offering Amount;

at the time of the Closing, the Company shall have received all the money received and all the Proceeds and the money spent in closed deals, and in conformity, subscriptions for Shares having an aggregate amount equal to or in excess of the Target Offering Amount; and

(ii) the representations and warranties of the Company contained in Section 3 herein and all the underwritten contracts in Section 3 herein shall be true and correct in all respects with the same effect as though such representations and warranties had been made by the Company.

4. Termination of the Offering. Other Offerings. The undersigned understands that the Company may terminate the Offering at any time. The undersigned further understands that during and following termination of the Offering, the Company may undertake offerings of other securities, which may or may not be on terms that are identical to or different than the terms of this offering.

5. Representations. The undersigned represents and warrants to the Company and the Company's agents as follows:

(A) The undersigned understands and accepts that the purchase of the Shares involves investment, including the risks outlined in the Form C, the accompanying Offering Statement, and in this Agreement. The undersigned has not been advised, and is not receiving, any financial or tax advice from the undersigned. The undersigned has sufficient legal advice to pay the full purchase price for the Shares and the undersigned has adequate means of providing for its current needs and possible contingencies and has no present need for liquidity of the undersigned's investment in the Company.

(B) The undersigned acknowledges that at no time has it been provided or verbally represented, purchased or awarded to the undersigned by the Company, or any other person that a percentage, profit and/or amount or type of gain or other consideration will be realized because of the purchase of the Shares.

(C) Including the amount set forth on the separate page herein, in the past 12-month period, the undersigned has not executed the investment form or any form in Rule 504(a)(2) of Regulation Crowdfunding.

(D) The undersigned has received and reviewed a copy of the Form C and accompanying Offering Statement. With respect to information provided by the Company, the undersigned has relied solely on the information contained in the Form C and accompanying Offering Statement to make the decision to purchase the Shares.

(E) The undersigned certifies that it is not acting and will not rely on any communication (written or oral) of the Company, the Portal, or any of their respective affiliates, in

investment advice or as a recommendation to purchase the Shares. It is understood that information and opinions expressed in this and conditions of the Shares provided by the Firm, and accompanying Offering Memorandum as delivered by the Company, the Agent or any of their respective officers, shall not be construed as an offer, or a recommendation to purchase the Shares, and that neither the Company, the Agent nor any of their respective officers is making a bid or offer to acquire the Shares, and the undersigned is making no such bid or offer. The undersigned acknowledges that neither the Company, the Agent nor any of their respective officers have made any representation regarding the proper characterization of the Shares for purposes of determining the undersigned's authority or suitability to invest in the Shares.

(7) The undersigned is familiar with the business and financial condition and operations of the Company, all as generally described in the Form C-1 and accompanying Offering Memorandum. The undersigned has had access to such information concerning the Company and the Shares as a donee necessary in order to make an informed investment decision concerning the purchase of the Shares.

(8) The undersigned understands that unless the undersigned notifies the Company in writing to the contrary at or before the Closing, such of the undersigned's representations and warranties contained in this Agreement will be deemed to have been affirmed and confirmed as of the Closing, taking into account all information received by the undersigned.

(9) The undersigned acknowledges that the Company has the right to its sole and exclusive decision to amend this Offering in any way prior to the completion of the Offering. This Agreement shall become due as soon as such and the Company shall retain the previously paid subscription price of the Shares, without interest thereon, to the undersigned.

(10) The undersigned understands that as federal or state agency has passed upon the merits or value of an investment in the Shares, or made any finding or determination concerning the fairness or advisability of this investment.

(11) The undersigned has up to 10 hours before the campaign end date to cancel the purchase and get a full refund.

(12) The undersigned confirms that the Company has not (i) given any guarantee or representation as to the general business, credit, effect or benefit of this Offering, and (ii) provided advertising or promotional material in violation of the Securities Act. All representations by the undersigned regarding the legality of an investment in the Shares under applicable legal provisions or state laws or regulations, by seeking to purchase the Shares, the undersigned is not relying on the advice or recommendations of the Company and the undersigned has made its own independent decision, done so in consultation with its investment advisors, that the investment in the Shares is suitable and appropriate for the undersigned.

(13) The undersigned has such knowledge, skill and experience in business, financial and investment matters that the undersigned is capable of evaluating the merits and risks of an investment in the Shares. With the assistance of the undersigned's own professional advisors, or the extent that the undersigned has deemed appropriate, the undersigned has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Shares and the consequences of this Agreement. The undersigned has considered the suitability of the Shares as an investment in light of its own circumstances and financial condition and the undersigned is able to bear the economic risk of an investment in the Shares and its ability to invest in the Shares.

60) The undersigned is acquiring the Shares solely for the undersigned's own beneficial use, for investment purposes, and not with a view to or for resale or otherwise with any distribution of the Shares. The undersigned understands that the Shares have not been registered under the Securities Act or any state securities laws by means of specific exemptions under the provisions thereof and that there is no public market for the Shares. The undersigned understands that the only representations made by the undersigned in this Agreement. The undersigned understands that the Company is relying upon the representations and agreements contained in this Agreement (and any supplemental information provided by the undersigned to the Company or the Party) for the purpose of determining whether this transaction meets the requirements for such exemptions.

61) The undersigned understands that the Shares are restricted from transfer for a period of one year applicable to the acquisition date and the Securities Act and the rules of the SEC, provide in substance that the undersigned may dispose of the Shares only pursuant to an effective registration statement under the Securities Act, an exempted transaction or as further described in Section 272(b) of Regulation Crowdfunding, after which certain state restrictions may apply. The undersigned understands that the Company has no obligation or intention to register the Shares, or to take action to do so prior to the period of the restriction set forth in and which the Shares become freely transferable in a secondary market in the States may be developed. Consequently, the undersigned understands that the undersigned may face the economic risks of the investment in the Shares for an indefinite period of time.

62) The undersigned agrees that the undersigned will not sell, assign, pledge, give, transfer or otherwise dispose of the Shares (even if such disposal or transfer offers no remedy to any one of the foregoing except pursuant to Section 272(b) of Regulation Crowdfunding).

63) If the undersigned is not a United States person (as defined by Section 7701(a)(3) of the Internal Revenue Code of 1986, as amended), the undersigned hereby represents and warrants to the Company that it has satisfied (and will in the future observe) all the laws of jurisdiction in connection with any transfer to subscribe for the Shares or any use of this Agreement, including (i) the legal requirements under the jurisdiction for the purchase of the Shares, (ii) the proper exchange of currency applicable to such purchase, (iii) all governmental or other taxes that may be due, (iv) the relevant securities laws and other tax consequences, (v) any other requirements for the purchase, holding, redemption, sale or transfer of the Shares. The undersigned's subscription and payment for and ownership beneficial ownership of the Shares will not violate any applicable securities or other laws of the undersigned's jurisdiction.

6. **THEIR RISK INVESTMENT: THE UNDERSIGNED UNDERSTANDS THAT AN INVESTMENT IN THE SHARES INVOLVES A HIGH DEGREE OF RISK.** The undersigned acknowledges that (i) any projections, forecasts or estimates in this Agreement have been provided to the undersigned as purely speculative and subject to actual events or factors and actual results that may be obtained through this investment; any such projections, forecasts and estimates are based upon assumptions which are subject to change and which are beyond the control of the Company or its management; (ii) the risks which may be expected in this investment are an ongoing, fluctuating, unpredictable and new developments and risks of the Internal Revenue Service (the "IRS"), such as changes, court decisions or legislative changes may have or otherwise affect the tax or other consequences of this investment; and (iii) the undersigned has been advised to consult with his own advisor regarding legal matters and consequences resulting from this investment.

7. **Company Representations.** The undersigned understands that upon issuance of to the undersigned of the Shares, the Company will be deemed to have made following representations and warranties to the undersigned as of the date of such issuance:

10. **Company Status.** The Company has been duly incorporated in corporate order in the State of California and, for all applicable legal and corporate taxes and liability, is subject to taxation as currently being conducted and to issue and sell the Shares in the underwritten prospectus (the "Agreement").

11. **Indemnification.** This Agreement, when executed and delivered by the Company, shall constitute and shall be deemed to constitute the entire agreement between the Company and the undersigned and shall supersede all other agreements, understandings, arrangements, negotiations, understandings, oral or written, or any other arrangements relating to or affecting the enforcement of either rights, remedies, or (1) as limited by laws relating to the availability of assets, performance, recovery of debt, or other remedial measures.

12. **Warranties.** The Shares, when issued, sold and delivered in accordance with the terms and for the consideration set forth in the Agreement and the Form C, will be validly issued, fully paid and unassessable and free of restrictions or transfer after their restriction or transfer ending under the Agreement, the Issuance Schedule of Incorporation and Bylaws of the Company, or other applicable state and federal securities laws and laws or circumstances created by or imposed by a jurisdiction.

13. **No Conflict.** The execution, delivery and performance of and compliance with the Agreement and the terms of the Shares will not result in any violation of, conflict with or constitute a default under the Company's Amended Articles of Incorporation and Bylaws, as amended, and will not result in any violation of, or conflict with, or constitute a default under, any agreement to which the Company is a party to or which it is bound, in whole or in part, by any contract, or any contract of any state or governmental agency or body having jurisdiction over the Company, except for such violations, conflicts, or defaults which would not individually or in the aggregate, have a material adverse effect on the business, assets, properties, financial condition or results of operations of the Company. SEC Registration: The underwritten shares may be issued and sold as determined by the Company's board of directors in good faith to be advisable in compliance with investment and any Shares issued pursuant to the terms of this agreement may be speculative in nature or otherwise subject to significant risks.

14. **Indemnification.** The undersigned agrees to indemnify and hold harmless the Company and its directors, officers and agents (including legal counsel) from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) that they, or any of them, may incur by reason of the undersigned's failure to abate claims, to fulfill any of the terms and conditions of this subscription or by reason of the undersigned's breach of any of the undersigned's representations and warranties contained herein.

15. **Market Stand-Off.** If so requested by the Company or any representative of the undersigned (the "Managing Underwriter") in connection with any underwriting or Regulation A offering of securities, the Company and the Securities Act, the undersigned (including any investment manager) shall not sell or otherwise dispose of Shares in any account of the Company during the 30-day period preceding and the 75-day period following the effective date of a registration or offering statement of the Company filed under the Securities Act for each public offering or Regulation A offering or underwriting (in each case, period may be requested by the Managing Underwriter and agreed to by the Company) (the "Market Stand-Off Period"). The Company may impose appropriate limitations with respect to securities subject to the foregoing restrictions until the end of each Market Stand-Off Period.

11. **Officious Interference.** Following the Closing, the obligation of the undersigned shall be irrevocable.
12. **Legal.** The notification, bank entry or other form of notice representing the Shares and attached to the Subscription Agreement shall be treated with a legal signature, which constitutes in some manner that the Shares were issued pursuant to Section 8(b)(1) of the Securities Act and are only to be used pursuant to Rule 101 of Regulation D.
13. **Signatures.** All notices or other communications given or made hereunder shall be in writing and shall be mailed, by registered or certified mail, return receipt requested, through express or otherwise, airmail delivery, to the undersigned's address provided to the Trust or to the Company at the address as set forth in the beginning of this Agreement, or such other place as the undersigned or the Company from time to time designates in writing.
14. **Governing Law.** Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Delaware without regard to the principles of conflict of laws.
15. **Submission to Jurisdiction.** With respect to any suit, action or proceeding relating to any offer, purchase or sale of the Shares by the undersigned ("Proceedings"), the undersigned irrevocably submits to the jurisdiction of the federal or state courts located at the location of the Company's principal place of business, which submission shall be conclusive evidence of such court's local jurisdiction over such Proceedings.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties.
17. **Waiver.** **Amendment.** Notwithstanding the above, this Agreement may be amended or modified, amended, discharged or terminated orally by an instrument in writing, signed by the parties agreed when any waiver, change, discharge or termination is sought.
18. **Waiver of Any and All the UNDERSTANDING IRREVOCABLY WAIVES ANY AND ALL RIGHT TO FILE SUIT WITH RESPECT TO ANY LEGAL PROCEEDING OR DISPUTE OF THE TRANSACTIONS COMPLETED BY THIS SUBSCRIPTION AGREEMENT.**
19. **Irrevocability of Specific Provisions.** Every provision of this Agreement is held to be legal, valid, or enforceable under the present or future laws effective during the term of this Agreement, and provisions that are not enforceable under the present or future laws shall be enforced as fully as possible, or enforceable provisions that are not enforceable under the present or future laws shall remain in full force and effect and shall not be affected by the legal, invalid, unenforceable provisions or by its successor from this Agreement.
20. **Time and Substance.** The time of the execution and performance of this Agreement are for convenience of reference only and shall not be considered in constraining this Agreement.
21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to represent a part of which together shall constitute one and the same agreement.

22. **Electronic Execution and Delivery.** A digital reproduction, printed document format ("PDF") or other reproduction of this Agreement may be executed by one or more parties herein and delivered by each party by electronic signature (including signature via DocuSign or similar services), electronic mail or any similar electronic transmission (except proprietary e-mail) in paper or on behalf of each party may be used. Such execution and delivery shall be considered valid, binding, and effective for all purposes.

23. **Binding Effect.** The provisions of this Subscription Agreement shall be binding upon and enforceable in the event of any dispute, controversy, claim, demand, loss, damage, injury, action, suit, or proceeding, in law or equity, in any court of competent jurisdiction, and shall be binding upon and enforceable in the event of any dispute, controversy, claim, demand, loss, damage, injury, action, suit, or proceeding, in law or equity, in any court of competent jurisdiction.

24. **Survival.** All representations, warranties and covenants contained in this Subscription Agreement shall survive to the acceptance of the subscription by the Company, (i) changes in the formation, documents and instruments described in the form(s), which are or are intended to be for the benefit of the undersigned and (ii) the death or disability of the undersigned.

25. **Notification of Changes.** The undersigned hereby covenants and agrees to notify the Company upon the occurrence of 20% or more prior to the closing of the purchase of the Shares pursuant to the Subscription Agreement, which would cause the representation, warranty, or covenant of the undersigned contained in this Subscription Agreement to be false or inaccurate.

(End of Page)

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

COMPANY:
PENNADIM, INC.

By: _____

Name: _____

Title: _____

Read and approved by: (M.A. Use Only)

SUBSCRIBER:

By: _____

By: _____

Name: _____

Title: _____

The Subscriber is an "accredited investor" as that term is defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act.
Please indicate Yes or No by checking the appropriate box:

- Accredited
- Not Accredited



BUDTRADER

"The World's Largest Cannabis Social
Media and Networking Platform"

PITCHDECK

BUDTRADER

- ▶ Largest cannabis social media platform in the world
- ▶ 2,000,000+ register users
- ▶ Over \$2 Billion in revenues in the past 24 months
- ▶ There is no advertising or networking platform in the legal cannabis industry for cannabis business owners except for marijuana delivery services and dispensaries
- ▶ Better on-site analytics than other cannabis platforms like Weedmaps, Leafly and Massroots
- ▶ Set for rapid expansion across the U.S. and internationally



BudTrader is seeking a limited number of investors to join them at an explosive pre-IPO valuation

Cannabis is the fastest growing industry in the nation

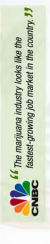
► In 2018, the industry was valued at \$1.6 billion. In 2019, that number is expected to hit \$12.5 billion. And by 2025, legal cannabis sales are projected to grow to \$26.3 billion.



FASTEST GROWING JOB MARKET IN THE U.S.

The cannabis industry consists of thousands of small businesses and dozens of different market segments.

(For example: growers, suppliers, dispensaries, equipment, retail, medical, casual users, medicinal users... etc.)



- The total number of full-time American jobs that depend on legal cannabis is estimated at 296,000... nearly 100x the number of kindergarten teachers.
- The marijuana industry added 64,389 jobs in 2018. That's almost the same number as the entire coal industry (63,72 jobs).

4 THE PROBLEM:

✘ There is no advertising or networking platform in the legal cannabis industry for business owners

▶ The only exception is delivery services and dispensaries but these make up a small percentage of all cannabis-related businesses.



▶ MAINSTREAM MEDIA IS NOT YET AVAILABLE TO THOSE WHO SEEK A RELIABLE ADVERTISING PLATFORM.



Online marketing is also tough for cannabis business owners...

- ▶ **Social media are notorious for deleting/blocking cannabis related posts and shutting down entire accounts.** Sites like Facebook, YouTube and Instagram connect over half of all internet users in the U.S.
- ▶ **Major search engines don't permit cannabis-related advertising.** Google, Bing, and Yahoo control more than 95% of all internet searches in the United States.



▶ LEGAL CANNABIS BUSINESS OWNERS AND CONSUMERS NEED A PLACE WHERE THEY CAN NETWORK AND COMMUNICATE SAFELY.

6 THE SOLUTION: BUDTRADER

BudTrader is the cannabis industry's largest social media platform and the only one that caters to all aspects of the industry.

— Not just delivery and dispensary services.



▶ WE ARE A ONE-STOP SHOP FOR CANNABIS BUSINESS OWNERS, CONSUMERS, ENTHUSIASTS, AND ADVOCATES. ONLY ONE PLATFORM CAN PEOPLE CONNECT TO IN THEIR 'HOOD, BUY AND SCALE THEIR NETWORK AND BUSINESSES

ButTrader has an online presence in 29 states, Canada and Puerto Rico.



Where ButTrader is currently
 expanding in 2019

U.S. STATES BUOTRADER IS CURRENTLY IN:

- Arkansas
- California
- Colorado
- Connecticut
- Delaware
- Florida
- Hawaii
- Illinois
- Indiana
- Iowa
- Kansas
- Michigan
- Minnesota
- Mississippi
- Montana
- Nebraska
- Nevada
- New Hampshire
- New Jersey
- New Mexico
- New York
- North Carolina
- North Dakota
- Ohio
- Oklahoma
- Oregon
- Pennsylvania
- Rhode Island
- Texas
- Utah
- Virginia
- Washington
- Washington, D.C.
- West Virginia
- Wisconsin
- Wyoming



BudTrader has an ad-based revenue model (similar to Facebook, Google and YouTube.)

Advertisement-based revenue models are used by most of the Internet's largest platforms. BudTrader currently gets 20+ million pageviews each month. We monetize them by selling various types of ads, including banner ads, sponsored links, native ads, in-stream ads, and boosted ads. We also have affiliate lead generation deals with numerous partners where we are paid on a per-acquisition basis.



BUDTRADER HAS GENERATED OVER \$2 MILLION IN REVENUES OVER THE PAST 24 MONTHS.

9 GROWTH PLANS

BudTracer is transitioning from proving the business model to a focused growth phase and aggressive user acquisition.

United States:

► 85 million Americans self-report as having used marijuana recreationally at least once in the prior year. 35 million report they use it frequently. BudTracer represents an estimated 10% of the 35 million BudTracer's current user base.

27-FOLD GROWTH POTENTIAL

► 6 states identified for immediate expansion: Louisiana, Missouri, Montana, Utah and West Virginia

International:

BudTracer's platform is built for easy expansion into international markets.

Over the next 18 months BudTracer plans to aggressively expand into more international markets including Europe, Australia and Mexico.

Europe:

✓ Pro-cannabis legislation rapidly expanding across Europe. BudTracer revenue to hit \$30 billion in 2028.

✓ BudTracer recently granted EU trademark.

Australia:

✓ Recently passed medicinal cannabis laws

✓ BudTracer applied for Australian trademark

Mexico:

✓ 120 million+ population

✓ BudTracer applied for Mexican trademark



BudTrader also operates a network of branded websites:

The Marijuana Journal

- ▶ 32,000+ register users
- ▶ Exclusive content
- ▶ Future paid subscription
- ▶ Recurring revenue stream



BUDTRADER

- ▶ "YouTube for Cannabis"
- ▶ 1,000+ hours of original content
- ▶ Over 200,000 views and growing
- ▶ Aggressive marketing push to increase user base over the next 18 months

Bud Trader Arcade

- ▶ "Online Gaming Platform"
- ▶ 65,000+ register users
- ▶ Over 100 games available to play for free

▶ MORE CONTENT + MORE TRAFFIC
= MORE ADVERTISING REVENUE



COMPANY PROFILE

Leafly offers articles and allows users to track and review cannabis strains of cannabis and cannabis dispensaries.

Founder: 2010

Revenue Model: Advertising based

KEY METRICS

Bounce Rate: 53.1%
Daily Pageviews per Visitor: 2.28
Average Time on Site: 3min 11sec
(All data verified by Alexa.com)



COMPANY PROFILE

Weedmaps allows users to review and track cannabis dispensaries and find local dispensaries for each state and medical-use marijuana.

Founder: 2008

Revenue Model: Advertising-based

KEY METRICS

Bounce Rate: 40.0%
Daily Pageviews per Visitor: 4.09
Average Time on Site: 4min 55sec
(All data verified by Alexa.com)



COMPANY PROFILE

MassRoots allows users to locate and rate cannabis dispensaries and find local dispensaries for each state and news.

Founder: 2013

Revenue Model: Advertising-based

KEY METRICS

Bounce Rate: 54.5%
Daily Pageviews per Visitor: 1.20
Average Daily Time on Site: 1min 28sec
(All data verified by Alexa.com)

12 WHY BUDTRADER IS BETTER:



BUDTRADER

BudTrader is a scalable social media platform that allows consumers and brands to communicate directly with each other.

Powered by
Real-time Mobile Advertising based

KEY METRICS:

**Engagement Rate: 5%
Daily Pageviews per Visitor: 15.0
Average Time on Site: 15min 53sec**

(All stats verified by AdMob.com)

312% LONGER
Time on page
(+372% longer average time on page than competitors)

BETTER
Conversion rate
(+46.5% better conversion rate than competitors)

MORE
Visitors
(+46.2% more unique visitors per visitor than Google)

THE NUMBERS DON'T LIE:
BUDTRADER BEATS EVERY ONE OF ITS MAIN COMPETITORS IN EACH KEY METRIC.

More page views per visitor combined with a longer time on site and a better bounce rate means a **stronger brand** and **more advertising opportunities** and **revenue potential** per user.

With Burfrade offers a very open forum for people to exchange ideas, communicate, post ads, to join very helpful to us in promoting our business and growing our market.

"You have to be very careful on social media. We've already been taken down once. What Burfrade offers is a very open forum for people to promote their business and expand their network and things like that. From a business standpoint, it's really good to have a place that's a hub for them to support all players. What's great about it is that you have everyone doing together. There's a really powerful thing to have, because it covers all the bases. For an industry that's really integrated, I think that's very beneficial as well. I've been able to connect with people and they're all able to connect."

-Irene Rasicki, CEO of My Best Bud

► It's all about education and Burfrade helps to reach more people.

"Even though I only provide buds, I'm still having a really hard time connecting with people. Burfrade has been a great resource for me. With the education aspect, we're starting to work with retailers communities. They're the largest growing demographic of cannabis users. I've been able to connect with them and they're really interested in learning about our products and services. Burfrade helps us reach more people. We've got an online area that allows a user through the website to get more information and they can join our webinars through the site and some other events. People are always looking for places to buy buds and Burfrade is a great connecting tool for me and my buds."

-Kyrrena Plumb, CEO of MJ Tours



Brad McLaughlin - CEO
 Brad is a computer scientist, a serial entrepreneur, and a leading angel investor. He founded **QuickLutz** and gave it a second life as a multi-generational company in the United States. He later founded **Executive** and **Executive** in 2000, which has over 1000 software programs, apps and mobile apps from that has over 100 million users and is being licensed to small businesses all over the world.
 Brad is also one of the most successful entrepreneurs in the world. He has raised over \$100 million in venture capital and has worked with both **Congress** and **President Trump** on various issues. He is a leading voice in the industry and has been instrumental in passing legislation towards the industry.

Steve Douglas - CFO
 Steve Douglas is the Chairman and CEO of an action sports eyewear company, **Spy Inc.** While there he restructured the business and led the company through a successful IPO. He is also the former Chairman and Chief Executive Officer of **Bluebird**, a mobile app company. Steve was recognized and then sold the company to the **Credent** Trust, **TeleOne**, and a private equity firm for a consideration of more than \$50 million.



Douglas Leighton - Advisor
 Douglas Leighton is a former investment banker and a partner of **Business Capital**, a boutique investment firm. He has managed an investment portfolio with more than \$100 million in assets. He has also managed the fund's risk management, facilitates all of its trading on worldwide exchanges, and manages deal origination in the US and Europe. He is a frequent speaker at industry events and has been featured in **Forbes**, **Entrepreneur**, **Inc.**, **MarketWatch**, and **American Business**. He brings over two decades of equity trading, investment banking and asset management experience to **Boff** trader.

Steve Douglas - CFO
 Steve Douglas is the Chairman and CEO of an action sports eyewear company, **Spy Inc.** While there he restructured the business and led the company through a successful IPO. He is also the former Chairman and Chief Executive Officer of **Bluebird**, a mobile app company. Steve was recognized and then sold the company to the **Credent** Trust, **TeleOne**, and a private equity firm for a consideration of more than \$50 million.

John Colyer

▶ Former professional baseball player
▶ Long-time coach of the NFL's New York Jets
▶ The Best Damn Sports Show Period

Dan Rabinovich

▶ Former US Congressman
▶ Long-time staunch advocate for the NFL
▶ Formerly co-host of the NFL's The Best Damn Sports Show

Willie Gault

▶ Former professional football player and Olympic athlete

Ned Rock

▶ President of the NFL's National Football League Players Association

Marvin Washington

▶ Former professional football player and Olympic athlete

Chick Aoki

▶ Former professional football player and Olympic athlete

Scott Eby

▶ Former professional football player and Olympic athlete

▶ OTHER INVESTORS INCLUDE

Ned Rock

▶ President of the NFL's National Football League Players Association

Marvin Washington

▶ Former professional football player and Olympic athlete

Chick Aoki

▶ Former professional football player and Olympic athlete

Scott Eby

▶ Former professional football player and Olympic athlete

BudTender is more than just a rapidly growing social platform. We are actively committed to helping the community and advancing cannabis awareness.

▶ Just like we met with Congress about pro-cannabis legislation, our designers met key politicians to promote their understanding of the plant and helped pass the Farm Bill.

▶ We worked a ton of shifts "Save The Weed, Save The World" which provides cannabis- and hemp-based solutions to better society.

▶ We missed a whistleblower challenge President Trump to purge cannabis and save the border wall, in favor of "Hempvibe" — a Chicago-based pro-cannabis social app.

▶ And just for fun, we're even helping to reshape the NFL. We recently undertook a study involving more than 150 current and former players that showed overwhelming support for cannabis to be used to support and reduce pain killers. The NFL may use this in their next collective bargaining agreement.



Brad McLaughlin, CEO of BudTender, with a fellow cannabis entrepreneur. For the little guy. The mom-and-pop shop. The small business. The one that has not had the most of the media attention. — Just like myself.

Brad McLaughlin — CEO



► **BUDTRADER IS RAISING UP TO \$107 MILLION**
at \$1.25 per share for a per-share valuation of \$16 million.

USE OF FUNDS:

- Expansion and Growth: \$300,000
- Technology Development: \$200,000
- Working Capital: \$970,000

BudTrader is seeking a limited number of investors at an exclusive one-PO valuation. The cannabis industry is the fastest growing in the United States and is growth projected to continue at a blistering pace over the next few years. Due to ongoing investor interest, the opportunity to raise in BudTrader is very limited. Offerings are on a first come, first serve basis.

BUDTRADER



Why Invest in BudTrader?

- **Largest cannabis social media platform in the world.**
- **2,000,000+ register users**
- **Over \$2 Million in revenues in the past 24 months.**
- **Set For Rapid Expansion:**
Currently in 26 states with plans to expand into 34 states in next 12 months.
Launched internationally in Canada and Mexico. Plans to go into Europe, Australia and India in the next 12 months.
- **Rather on-site analytics than other cannabis platforms like Weedmaps, Leafly and Massroots.**



BUDTRADER

THANK YOU

Video Transcript

Hi I'm Brad McLoughlin, CEO of BuyTrader.com. BuyTrader is the world's largest cannabis social media platform. In less than three years, we've grown to over 2 million registered users in the United States and almost 100,000 registered users in Canada. We've expanded to Puerto Rico with plans to expand to the European Union, Australia and Mexico in the next 18 months.

We've started a nonprofit called Save the Weed. Save the World and we've become one of the most influential brands in the cannabis industry. And we've used that influence to meet with elected officials, the president of the United States and the former president of Mexico. We know we're only as strong as our audience and we wouldn't be here if it wasn't for you and we think we would be stronger with you behind us.

BuyTrader has always been about community and that's why we want to give you the cannabis community the first opportunity to invest in BuyTrader. Before the Wall Street banks, hedge funds and VC firms get an opportunity.

So what's important about BuyTrader is that it's the only place you can really market and advertise your cannabis business online because you're still restricted from using Google, Yahoo, Bing, Facebook, Twitter, to promote your cannabis business and the fact that we have two million registered users posting 150,000 new ads everyday where else can you find the cannabis community in one place?

So here are some of the advanced BuyTrader analytics that we collect and there's things that we can identify because we can look at the data. These are some of our numbers just in the state of California, which is one of our more popular sections. They are averaging looking at around 620,000 pages, which is up 13% from last month. And they're spending about 11 minutes on the site and on average, the user comes back to the site twice a day.

We're looking at the back end and there's considerably more ads in the delivery section than there are in the dispensary section. So to me, this is good. It's a market trend that's coming here in the state of California, where the delivery service is going to become more important than the brick-and-mortar dispensary.

If you compare us to some of our competitors and the amount of time that people spend on their sites and how much time they spend on ours. People go to Lasty and spend about 3 minutes there. Wednesday, they spend about 5 minutes. On BlueTracer, they spend 16 minutes. So it's significantly more time than our competition, which I think speaks to how powerful BlueTracer really is to the cannabis community and what a powerful marketing and advertising tool can be.

The number don't lie and what the numbers are telling us is that BlueTracer is the premier platform for the cannabis community in the cannabis community. And if you're serious about growing your cannabis business or you're a cannabis enthusiast you're likely on BlueTracer.