Form C

Cover Page

Name of issuer: RealtyHive LLC Legal status of issuer: Form: Limited Liability Company Jurisdiction of Incorporation/Organization: WI Date of organization: 4/17/2019 Physical address of Issuer 445 Cardinal Lane suite 102 Green Bay WI 54313 https://realtyhive.com Name of intermediary through which the offering will be conducted: Wefunder Portal LLC CIK number of intermediary: 0001670254 SEC file number of intermediary: 007-00033 CRD number, if applicable, of intermediary: 283503 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 if the exact amount is not available at the time of the filling, for conducting the offering, including the amount of referral and any other fees associated with the offering: 7.5% of the offering amount upon a successful fundraise, and be entitled to reimbursement for out-of-pocket third party expenses it pays or incurs on behalf of the Issuer in connection with 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: No Type of security offered: ☐ Common Stock
☐ Preferred Stock
☐ Debt
☑ Other If Other, describe the security offered: Series Seed Preferred Membership Units Target number of securities to be offered: 1,200 \$500.00000 Dividing pre-money valuation \$12,500,000.00 (or for investors in the first \$600,000.00) by number of units outstanding on fully diluted basis. Target offering amount \$600,000.00 If yes, disclose how oversubscriptions will be allocated: ☐ Pro-rata basis
☐ First-come, first-served basis
☐ Other If other, describe how oversubscriptions will be allocated: As determined by the issuer Maximum offering amount (if different from target offering amount): \$3,000,000.00 Deadline to reach the target offering amount: 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. Current number of employees: 14 | Most recent fiscal year-end: | Prior fiscal year-end: | \$44,552.00 | \$140,811.00 | \$20,395.00 | \$123,705.00 | \$196.00 | \$30,7313.00 | \$7865.00 | \$30,7313.00 | \$786,500 | \$480,980.00 | \$748,368.00 | \$1,697,517.00 | \$1,161,364.00 | \$527,841.00 | \$471,010.00 | \$0.00 | \$0.00 | \$692,054.00 | \$692,054.00 |

elect the jurisdictions in which the issuer intends to offer the securities:

Offering Statement

Respond to each question in each paragraph of this part. Set forth each question and any notes, but not any instructions thereto, in their entirety. If disclosure in response to any question is responsive to one or more other questions, it is not necessary to repeat the disclosure. If a question or series of questions is inapplicable or the response is available elsewhere in the Form, either state that it is inapplicable, include a cross-reference to the responsive disclosure, or omit the question or series of questions.

Be very careful and precise in answering all questions. Give full and complete answers so that they are not misleading under the circumstances involved. Do not discuss any future performance or other anticipated event unless you have a reasonable basis to believe that it will actually occur within the foreseeable future. If any answer requiring significant information is materially inaccurate, incomplete or misleading, the Company, its management and principal shareholders may be liable to investors based on that information.

THE COMPANY

1. Name of issuer

RealtyHive LLC

COMPANY 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 requirement to file reports pursuant to Section 13 or Section 18(d) 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 in lengible to rely on this exemption under Section 4(a)(6) of the Securities Act as a result of a disqualification specified in Rule 503(a) of Regulation.
- as a result of a disqualification specimen in the second and a company of the extent required, the congoing annual reports required by Regulation Crowdfunding during the two years immediately preceding the filing of this offering statement (or for such shorter period that the issuer was required to file such reports).

 Not a development stage company that (a) has no specific business plan or (b) has indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies.

INSTRUCTION TO QUESTION 2: If any of these statements are not true, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

3. Has the issuer or any of its predecessors previously failed to comply with the ongoing reporting requirements of Rule 202 of Regulation Crowdfunding?

Yes 🗹 No

DIRECTORS OF THE COMPANY

4. Provide the following information about each director (and any persons occupying a similar status or performing a similar function) of the issuer.

Director	Principal Occupation	Main Employer	Year Joined as Director
Mark Herman	Real Estate	RealtyHive.com	2019
Wade T Micoley	CEO Founder	RealtyHive	2019

For three years of business experience, refer to $\underline{\mbox{Appendix D: Director \& Officer}}$ Work History.

OFFICERS OF THE COMPANY

5. Provide the following information about each officer (and any persons occupying a similar status or performing a similar function) of the issuer.

Officer	Positions Held	Year Joine
Wade T Micoley	CEO	2017
Mark Herman	President	2019
Mark Herman	Secretary	2019
Mark Herman	COO	2019

For three years of business experience, refer to Appendix D: Director & Officer Work History.

 $INSTRUCTION\ TO\ QUESTION\ 5: For\ purposes\ of\ this\ Question\ 5,\ the\ term\ afficer\ means\ a\ president,$ vice president, secretary, treasurer or principal financial officer, comptroller or principal accounting officer, and any person that routinely performing similar functions.

PRINCIPAL SECURITY HOLDERS

6. Provide the name and ownership level of each person, as of the most recent practicable date, who is the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power.

Name of Holder	No. and Class	% of Voting Power
	of Securities Now Held	Prior to Offering
Micoley.com, LLC	23100.0 Modified Common	92.4
	Units	32.4

INSTRUCTION TO QUESTION 6. The above information must be provided as of a date that is no more than the days prior to the date of filing of this affering statement.

To calculate total voting power, include all securities for which the person directly or indirectly has a standard under varing prince, fundate in whenevers in very conference in person statement, or conserved, in a statement, and or shares the varing over the visit of a state the vecting of such securities. If the person has the right to coquire secting gover of such securities within 50 days, including through the exercise of any option, warrant or right, the conversion of a security, or other arrangement, or it securities are held by a member of the family, through corporations or arrangement, or il securities are held by a member of the family, through corporations or puttereships, and abertals in a manner that sould allow a person in tiller or central the worting of the securities (or share in such direction or control – as, for exemple, a co-trustee) they should be included as being "beinfectedly sensel," for should include an explanation of these circumstances in a bostones to the "Pumber of and Class of Securities Not Held." To achievite cutstanding voting equity securities, assume all outstanding options are exercised and all outstanding convertible securities converted

BUSINESS AND ANTICIPATED BUSINESS PLAN

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

For a description of our business and our business plan, please refer to the attached Appendix A. Business Description & Plan

INSTRUCTION TO GUESTION 7: We faulder will provide your company's We faulder profile as an appendix (Appendix A) to the Form C in FETF forms. The submission will include all QSA times and "read mans" links in an inveolitypead format. All indees will be transcribed.

This means that any information provided in your Welunder profile will be provided to the SEC in response to this question. As a result, your company will be patentially liable for misistatements on omissions in your profile under the Securities Act of 1533, which requires you to provide material related to your business and anticinated business plan. Please review your Wefunder profile carefully to ensure to your manages and manages profile carefully to ensure to provide all material information, is not false or misseafing, and does not omit any information that would cause the information included to be false or misseading.

RISK FACTORS

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

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 authorities have not passed upon the accuracy or adequacy of this document.

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 literature.

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. Discuss the material factors that make an investment in the issuer speculative or risky:

Given the global market space's aggregate size, we face the risk of a betterfunded competitor taking higher market share than we h

Continual lack of widespread COVID vaccine could suppress inventory levels. reducing the amount of RealtyHive's Marketing services needed.

We are making future revenue projections for the Cashifyd app and the RealtyHive platform of growth that could prove wrong.

The management team's ability for continual buildout and retention of strategic human capital will play a part in our future success.

Future development and enhancement of the Cashifyd app and RealtyHive platform rollouts could take more time, leading to slower revenue growth in these business segments

Marketing methods and continued evolution of technologies could not result in the growth expected and need adjustment which could increa budgets and reflect less net revenue.

The SEC recently approved amendments to Regulation Crowdfunding in which the fundraising limit for crowdfunding issuers will be increased from \$1.07million during a 12-month period to \$5 million during a 12-month period. These amendments take effect 60 days after the publication in the Federal Register. The Company reserves the right to increase the Maximum Fundraise Target once such amendments take effect. If the Company increases the Maximum Fundraising Target, investments made prior to such limit increase may be diluted accordingly.

Our future success depends on the efforts of a small management team. The loss of services of the members of the management team may have an adverse effect on the company. There can be no assurance that we will be successful in attracting and retaining other personnel we require to successfully grow our

INSTRUCTION TO QUESTION 8: Avoid generalized statements and include only those factors that are unique to the issuer. Discussion should be tailored to the issuer's business and the offering and should not repeat the factors addressed in the legends set forth above. No specific number of risk

The Offering

USE OF FUNDS

9. What is the purpose of this offering?

The Company intends to use the net proceeds of this offering for working capital and general corporate purposes, which includes the specific items listed in Item 10 and general copporer purposes, which includes the specific terms intered internit below. While the Company expects to use the net proceeds from the Offering in the manner described above, it cannot specify with certainty the particular uses of the net proceeds that it will receive from from this Offering, Accordingly, the Company will have broad discretion in using these proceeds.

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

Use of The raise will continue to enhance the development of the Cashifyd app,
Proceeds: Realty Hive, and marketing awareness of the brands. With 20% going to
the expansion of staff 50% to additional development, 22.5% to marketing, and 7.5% to the Wefunder intermediary fee

If we raise: \$3,000,000

Use of The full raise will enable us to increase the speed of the development and marketing of the Cashifyd app, Realty Hive, and brand awareness. With 12% going to the expansion of staff, 60% to additional development, 20.5% to marketing and 7.5% to the Wefunder intermediary fee

INSTRUCTION TO QUESTION 10: An issuer must provide a reasonably detailed description of any INSTRUCTION TO GUSSTION to An issuer must provide a reasonably detailed description of any intended use of proceeds, such list investien or a provide with on a departed aromat of information, to understand not the offering proceeds will be used. If an issuer has identified a range of possible uses, the issuer should identify and identifies each probable use and the factors the issuer may consider in allocating proceeds among the potential uses of the issuer will accept proceeds in excess of the target offering amount, the usuer must describe the purpose, method for allocating oversubscriptions, and intended use of the excess proceeds with similar specificity. Please include all potential uses of the proceeds of the offering, including any that may apply only in the case of oversetheripitans. If you do not do so, you may later be required to amend your Form C. Welander is not responsible for any failure by you to describe a potential use of offering proceeds.

DELIVERY & CANCELLATIONS

Book Entry and Use of XX Investments LLC as Transfer Agent and Custodian. Investments will be in book entry form. This means that the investor will not receive a certificate representing his or her investment. Each investment will be recorded in the books and records of our transfer agent, XX Investments LLC. XX recorded in the books and records of our transfer agent, XX Investments LLC, XX Investments LLC will act as custodian and hold legal title to the investments for investors that enter into a Custodial and Voting Agreement with XX Investments LLC and will keep track of those investors' beneficial interests in the investments. In addition, investors' interests in the investorements will be recorded in each investor's "My Investments" screen. The investor will also be emailed again the Investor Agreement and, If applicable, the Custodial and Voting Agreement will also be available on the "My Investments" screen.

12. How can an investor cancel an investment commitment

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

The intermediary will notify investors when the target offering amount has been The intermediary will notify investors when the target offering amount rhas been the Lif the issuer reaches the target offering amount prior to the deadline identified in the offering materials, it may close the offering early if it provides notice about the new offering deadline at least five business days prior to such new offering deadline (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment).

period prior to the offering deadline, the funds will be released to the issuer upor closing of the offering and the investor will receive securities in exchange for his or her investment.

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

An Investor's right to cancel. An Investor may cancel his or her investment commitment at any time until 48 hours prior to the offering deadline

If there is a material change to the terms of the offering or the information provided to the Investor about the offering and/or the Company, the Investor will be provided notice of the change and must re-confirm his or her investment commitment within five business days of receipt of the notice. If the Investor does not reconfirm, he or she will receive notifications disclosing that the commitment was cancelled, the reason for the cancellation, and the refund amount that the investor is required to receive. If a material change occurs within five business days of the maximum number of days the offering is to remain open, the offering will be extended to allow for a period of five business days for the investor to reconfirm.

If the Investor cancels his or her investment commitment during the period when cancellation is permissible, or does not reconfirm a commitment in the case of a material change to the investment, or the offering does not close, all of the Investor's funds will be returned within five business days.

Within five business days of cancellation of an offering by the Company, the Company will give each investor notification of the cancellation, disclose the reason for the cancellation, identify the refund amount the Investor will receive, and refund the Investor's funds.

The Company's right to cancel. The Investment Agreement you will execute with us provides the Company the right to cancel for any reason before the offering deadline.

If the sum of the investment commitments from all investors does not equal or exceed the target offering amount at the time of the offering deadline, no securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned

In addition, we may cap at 450 the total number of investors who will be allowed to invest through the offering that are not "accredited investors," as defined in Rule 501(a) of Regulation D under the Securities Act of 1933. In the event that nore than 450 non-accredited investors are initially accepted into an offering in step (2) described in Question 11, the Company may cancel investments based on the order in which payments by Investors were received, or other criteria at the discretion of the Company, before the offering deadline.

Ownership and Capital Structure

13. Describe the terms of the securities being offered

Priced Round: \$12,500,000.00 pre-money valuation

security attached as Appendix B, Investor Co

RealtyHive LLC is offering up to 6,000 units of Series Seed Preferred Membership Units, at a price per unit of \$500.

The campaign maximum \$3,000,000. The campaign minimum is \$600,000.

vocable Proxy. The Investor and his, her, or its transferees or assignees (collectively, the "Investor"), through a power of attorney granted by Investor in the Investor Agreement, will appoint XX Team LLC ("XX Team") as the Investor's true and lawful proxy and attorney (the "Proxy"), with the power to act alone and with full power of substitution, on behalf of the Investor to:

- with full power of substitution, on behalf of the investor to:

 I, direct the voting of all securities purchased through wefunder.com, and to direct the exercise of all voting and other rights of Investor with respect to the Company's securities, and

 2. direct, in connection with such voting power, the execution of any instrument or document that XX Team determines is necessary and appropriate in the exercise of its authority. Such Proxy will be irrevocable, if an investor has entered into the Custodial and Voting Agreement with XX Investments LLC ("XX Investments"), then XX Investments will be the entity that XX Team directs to vote and take any other actions in connection with such voting (including the execution of documents) on behalf of such investor.

chase. If the Company determines, in its sole discretion, that it is likely that within six months the securities of the Company will be held of record by a number of persons that would require the Company to register a class of its rounded of persons and wound require the Company to register a class of the cequity securities under the Securities Exchange Act of 1934, as amended ("Exchange Act"), as required by Section 12(g) or 15(d) thereof, the Company have the option to repurchase the securities from each Investor for the greate

- the purchase price of the securities, and
 the fair market value of the securities, as determined by an independent appraiser of securities chosen by the Company. The foregoing repurchase option will terminate upon a Change of Control or Dissolution Event (each as defined in the Company's Subscription Agreement).

Information Rights. The Company will furnish to the undersigned if the information rights. The Company will ruthins to the undersigned in the undersigned has invested at least Twenty Five Thousand Dollars (\$25,000) in this offering and has thereby become a Major Investor (a "Major Investor") (I) annual unaudited financial statements for each fiscal year of the Company, including an unaudited balance sheet as of the end of such fiscal year, an unaudited statement of operations and an unaudited statement of cash flows of the Company for such year, all prepared in accordance with generally accepted accounting principles and practices; and (2) quarterly unaudited financial statements for each fiscal quarter of the Company (secept the last quarter of the Company) fiscal year), including an unaudited balance sheet as of the end of such fiscal year, an unaudited statement of operations and an unaudited statement of cash flows of the Company for such quarter, all prepared in accordance with generally accepted accounting principles and practices, subject to changes resulting from normal year-end audit adjustments. If the Company has audited records of any of the foregoing, it shall provide those in lieu of the unaudited versions. The filing of a nanual report on Form C/AR shall be deemed to satisfy the requirement to provide annual financial information described.

Participation Rights. Each Major Investor has the right of first refusal to purchase such Major Investor's Pro Rata Share (as defined below) of all (or any part) of any New Securities (as defined in Section 8(d)(ii) below) that the Company may from Interest of the issue after the date of this Agreement, provided, however, such Major investor shall have no right to purchase any such New Securities if such Major investor cannot demonstrate to the Company's reasonable satisfaction that such Major Investor is at the time of the proposed issuance of such New Securities an "accredited investor" as such term is defined in Regulation D under the Securities accreated investor as such term is defined in Regulation D under the securities Act. A Major Investor's "Pro Rata Share" for purposes of this right of first refusal is the ratio of (a) the number of shares of the Company's Common Units issued or issuable upon conversion of the Securities owned by such Major Investor, to (b) a number of shares of Common Unitsof the Company equal to the sum of (1) the total number of shares of Common Units of the Company then outstanding plus Ocean make of silates of Common Units of the Company into which all then outstanding shares of Common Units of the Company into which all then outstanding shares of Preferred Units of the Company are then convertible plus (3) the number of shares of Common Units of the Company reserved for issuance under any membership interest purchase and option plans of the Company and outstanding warrants

Additional Rights. In the event that the Company issues securities in its next equity financing after the date hereof (the "Next Financing") which have (a) equity financing after the date hereof (the "Next Financing") which have (a) rights, preferences or privileges that are more favorable than the terms of the Securities, such as price based anti-dilution protection; or (b) provides all such future investors other contractual terms such as preemptive rights or registration rights, the Company shall provide substantially equivalent rights to the undersigned with respect to the Securities (with appropriate adjustment for economic terms or other contractual rights, subject to undersigned s execution or any documents, lincluding, if applicable, investors' rights, co-sale, voting and other agreements, executed by the investors purchasing securities in the Next Financing (such documents referred to herein as the "Next Financing Documents"). Any Major Investor will remain a Major Investor for all purposes in the Next Financing Documents to the extent such concept exists. Notwithstanding anything herein to the contrary, upon the execution and delivery of the Next Financing Documents by the undersigned, the provisions of this Section 8 shall be amended and restated by and into such Next Financing Documents

14. Do the securities offered have voting rights?

15. Are there any limitations on any voting or other rights identified above?

✓ Yes: No Voting Rights
 No: Irrevocable voting proxy granted to XX Team.

16. How may the terms of the securities being offered be modified?

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.

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 equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the

purchaser or other similar circumstance. NOTE: The term "accredited investor" means any person who comes within any of the categories set forth in Rule 50((a) of Regulation D, or who the seller reasonably believes comes within any of such categories, at the time of the sale of the securities to that person

The term "member of the family of the purchaser or the equivalent" includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, gather-in-law, gather-in-law, gather-in-law, father-in-law, gather-in-law, gather

DESCRIPTION OF ISSUER'S SECURITIES

Class of Security	Securities (or Amount) Authorized	Securities (or Amount) Outstanding	Voting Rights	
Modified Common				
Units	25000	25000	Yes	¥
	Securities Rese	mad for		
	acculities wese	rved for		
Class of Security		Exercise or Conve	ersion	
Class of Security Warrants:		100	ersion	

The Series Seed Preferred Membership Units will have liquidation preferences

18. How may the rights of the securities being offered be materially limited, diluted or qualified by the rights of any other class of security identified above?

Because the Investor holds no voting rights, the holders of a majority-in-interest of voting rights in the Company could limit the Investor's rights in a material way For example, those interest holders could vote to change the terms of the agreements governing the Company's operations or cause the Company to engage in additional offerings (including potentially a public offering or sale).

These changes could result in further limitations on the voting rights the investor will have as an owner of equity in the Company, for example by diluting those rights or limiting them to certain types of events or consents.

To the extent applicable, in cases where the rights of holders of convertible debt, SAFES, or other outstanding options or warrants are exercised, or if new awards are granted under our equity compensation plans, an Investor's interests in the Company may be diluted. This means that the pro-rate portion of the Company represented by the Investor's securities will decrease, which could also diminish the Investor's voting and/or economic rights. In addition, as discussed above, if a majority-in-interest of holders of securities with voting rights cause the Company to issue additional equity, an Investor's interest will typically also be diluted.

Based on the risk that an Investor's rights could be limited, diluted or otherwise qualified, the Investor could lose all or part of his or her investment in the securities in this offering, and may never see positive returns.

Additional risks related to the rights of other security holders are discussed below in Question 20.

19. Are there any differences not reflected above between the securities being offered and each other class of security of the issuer?

20. How could the exercise of rights held by the principal shareholders identified in Question 6 above affect the purchasers of the securities being offered?

As holders of a majority-in-interest of voting rights in the Company, the unitholders may make decisions with which the Investor disagrees, or that negatively affect the value of the Investor's securities in the Company, and the Investor will have no recourse to change these decisions. The Investor's interests may conflict with those of other investors, and there is no guarantee that the Company will develop in a way that is optimal for or advantageous to the Investor.

For example, the unitholders may change the terms of the operating agreement for the company, change the terms of the operating agreement for the company, change the terms of securities issued by the Company, change the terms of securities issued by the Company, change the management of the Company and even force out minority holders of securities. The unitholders may make changes that affect the tax treatment of the Company in ways that are unrelovariable to you but favorable to them. They may also vote to engage in new offerings and/or to register certain of the Company is securities in a way that negatively affects the value of the securities the investor owns. Other holders of securities of the Company may also have access to more information than the Investor, leaving the Investor at a disadvantage with respect to any decisions regarding the securities he or she owns.

The unitholders have the right to redeem their securities at any time. Unitholders could decide to force the Company to redeem their securities at a time that is not favorable to the Investor and is damaging to the Company. Investors' exit may affect the value of the Company and/or its viability.

In cases where the rights of holders of convertible debt, SAFES, or other outstanding options or warrants are evercised, or if new awards are granted under

our equity compensation plans, an Investor's interests in the Company may be diluted. This means that the pro-rata portion of the Company represented by the investor's securities will decrease, which could also diminish the investor's voting and/or economic rights. In addition, as discussed above, if a majority-in-interest of holders of securities with voting rights cause the Company to issue additional units, an investor's interest will typically also be diluted.

21. How are the securities being offered being valued? Include examples of methods for how such securities may be valued by the issuer in the future, including during subsequent

The offering price for the securities offered pursuant to this Form C has been determined arbitrarily by the Company, and does not necessarily bear any relationship to the Company's book value, assets, earnings or other generally accepted valuation criteria. In determining the offering price, the Company did not employ investment banking firms or other outside organizations to make an independent appraisal or evaluation. Accordingly, the offering price should not be considered to be indicative of the actual value of the securities offered hereby.

In the future, we will perform valuations of our common unit that take into account factors such as the following: $\frac{1}{2} \int_{\mathbb{R}^{n}} \frac{1}{2} \left(\frac{1}{2} \int$

We will analyze factors such as those described above using a combination of financial and market-based methodologies to determine our business enterprise value. For example, we may use methodologies to determine our business seturprise value. For example, we may use methodologies that assume that businesses operating in the same industry will share similar characteristics and that the Company's value will correlate to those characteristics, and/or methodologies that compare transactions in similar securities issued by us that were conducted in the market.

22. What are the risks to purchasers of the securities relating to minority ownership in the

An Investor in the Company will likely hold a minority position in the Company, and thus be limited as to its ability to control or influence the governance and operations of the Company.

The marketability and value of the Investor's interest in the Company will depend upon many factors outside the control of the Investor. The Company will be managed by its officers and be governed in accordance with the strategic direction and decision-making of its Management, and the Investor will have no independent right to name or remove an officer or member of the Management of the Company.

Following the Investor's investment in the Company, the Company may so interests to additional investors, which will dilute the percentage interest of the Investor in the Company. The Investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be

The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportun or the inability of the investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the Investor's interest in the Company.

23. What are the risks to purchasers associated with corporate actions, including additional issuances of securities, issuer repurchases of securities, a sale of the issuer or of assets of the issuer or transactions with related parties?

Additional issuances of securities, Following the Investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the Investor in the Company. The Investor may have the the percentage interest of the Investor in the Company. The Investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured. The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportunity or the inability of the Investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the Investor's interest in the Company.

Issuer repurchases of securities. The Company may have authority to repurchase is securities from unitholders, which may serve to decrease any liquidity in the market for such securities, decrease the percentage interests held by other similarly situated investors to the Investor, and create pressure on the Investor to sell its securities to the Company concurrently.

A sale of the issuer or of assets of the issuer. As a minority owner of the Company, the investor will have limited or no ability to influence a potential sale of the the investor will have imitted or no ability to insiluence a potential sale of the Company or a substantial portion of its assets. Thus, the investors will rely upon the executive management of the Company to manage the Company so as to maximize value for unitholders. Accordingly, the success of the investor's investment in the Company will depend in large part upon the skill and expertise of the executive management of the Company, if the Management of the Company authorizes a sale of all or a part of the Company, or a disposition of a substantial portion of the Company's assets, there can be no guarantee that the substantian portion of the Company a saster, time can be in 8 grantee that the value received by the Investor, together with the fair market estimate of the value remaining in the Company, will be equal to or exceed the value of the investor's initial investment in the Company.

Transactions with related parties. The Investor should be aware that there will be Instructions with related leatings, the investor should be aware that there will be occasions when the Company may encounter potential conflicts of interest in its operations. On any issue involving conflicts of interest, the executive management of the Company will be guided by their good faith judgement as to the Company's best interests. The Company may engage in transactions with affiliates, subsidiaries or other related parties, which may be on terms which are not arm's length, but will be in all cases consistent with the duties of the management of the Company is the subsidiaries. Disconniction as interest is the Company in the North Company in t Company to its unitholders. By acquiring an interest in the Company, the Investor will be deemed to have acknowledged the existence of any such actual or potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest.

24. Describe the material terms of any indebtedness of the issuer

Issue date 09/19/19 \$750,000,00

Outstanding principal plus interest \$749,850.00 as of 01/03/21

Interest rate 5.0% per annum Maturity date 09/20/21 Current with payments

Interest-only. Line of credit, Nicolet Bank

Loan

Micoley-RealtyHive Lender 12/30/20 Issue date \$332,842.00

Outstanding principal plus interest \$332,842.17 as of 01/30/21

Interest rate 3.75% per annum Maturity date 12/31/24

Current with payments Due in full at maturity

INSTRUCTION TO QUESTION 24: name the creditor, amount owed, interest rate, maturity date, and

Yes

25. What other exempt offerings has the issuer conducted within the past three years?

Offering Date 2/2020	Exemption Other	Security Type Modified Common Units	Amount Sold \$825,000	Use of Proceeds General operations
7/2020	Other	Common stock	\$62,500	General operations
7/2020	Other	Common stock	\$62,500	General operations

26. Was or is the issuer or any entities controlled by or under common control with the issuer a party to any transaction since the beginning of the issuer's last fiscal year, or any currently proposed transaction, where the amount involved exceeds five percent of the aggregate amount of capital raised by the issuer in reliance on Section 4(a)(b) of the Securities Act during the preceding 12-month period, including the amount the issuer seeks to raise in the current offering, in which any of the following persons had or is to have a direct or indirect material interest:

- Any director or officer of the issuer.
 Any person who is, as of the most recent practicable date, the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power;
- if the issuer was incorporated or organized within the past three years, any promoter of the
- issuer; 4. or (4) any immediate family member of any of the foregoing persons
- ☑ Yes

For each transaction specify the person, relationship to issuer, nature of interest in transaction, and amount of interest.

Mitchell Micoley Name Amount Invested \$62,500.00 Transaction type Priced round Issue date 07/26/20 Relationship Son

Jordan Micoley Amount Invested \$62,500.00 Transaction type Priced round Issue date 07/26/20 Relationship Son

Micoley-RealtyHive Name \$332,842.00 Amount Invested Transaction type Issue date 12/30/20

Outstanding principal plus interest \$332,842.17 as of 01/30/21 3.75% per annum Interest rate 12/31/24 Maturity date

Current with payments Yes Relationship CEO-Founder

INSTRUCTIONS TO QUESTION 26. The term transaction includes, but is not limited to, any financial transaction, arrangement or relationship (including any indelitedness or guarantee of indelitedness) or any series of similar transactions, arrangements or relationships.

Beneficial ownership for purposes of paragraph (2) shall be determined as of a date that is no more than 130 days prior to the date of filling of this offering statement and using the same valuilation described in Ovestion 8 of this Question and Answer format.

The term "member of the family" includes any obild, stepchild, grandishla, parem, stepparem, grandgaren, spouse or spoused equivalent, abling, mother mitan, father-in-len, so-in-lan, daughter-in-lan, father-in-len, so-in-lan, daughter-in-lan, father-in-len, so-in-lan, daughter-in-lan, father-in-lan, so-in-lan, as state in-lan of the person, and includes adoptive relationships. The term "spoused equivalent" means a co-hebbtant occupying a relationship generally equivalent to that of a

Compute the amount of a related garry's interest in any transaction without regard to the amount of the profit or loss involved in the transaction. Where it is not practicable to state the approximate amount of the interest, disclose the approximate amount involved in the transaction.

FINANCIAL CONDITION OF THE **ISSUER**

27. Does the issuer have an operating history?

☑ Yes ☐ No

28. Describe the financial condition of the issuer, including, to the extent material, liquidity, capital resources and historical results of operations.

Management's Discussion and Analysis of Financial Condition and Results of

You should read the following discussion and analysis of our financial condition You should read the following discussion and analysis of our financial condition and results of operations together with our financial statements, and the related notes and other financial information included elsewhere in this offering. Some of the information contained in this discussion and analysis, including information regarding the strategy and plans for our business, includes forward-looking statements that involve risks and uncertainties. You should review the "Risk Factors" section for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forwardlooking statements contained in the following discussion and analysis

Uplifting the global Real Estate marketplace with the world's best marketing tools Comming any global real Estate Instruption with a revolute Special Instruction for Sellers & Agents with Cash-Back at closing for Buyers.

Our mission is to be the global, go-to platform for motivated buyers and sellers, providing proven and trusted global marketing programs to all client types and enhanced value to buyers through Cash-Back on every purchase without sacrificing service or expert local knowledge. We believe your investment in RealtyHive will help change one of the world's biggest marketplaces.

RealtyHive LLC was incorporated in the State of Wisconsin in April 2019.

Since then, we have:

- Completed initial phase of the raise \$950,000 on the same terms as offered on Wefunder
- \$12 months operation in 2020 \$1.7 million in revenue
- *New product extension Cashifyd offers Cashback in Real Estate by Local Experts
- Morldwide established products with an 85+% adoption rate by consumers
- [Multiple connected revenue product-lines. \$435mm + inventory currently on the platform
- Recent DOJ & NAR settlement requires a more open disclosure of buyer fees.
 A clear case Cashifyd
- *Led by a group of always-be-testing innovators with a massive work ethic

Historical Results of Operation

Our company was organized in April 2019 and had limited operations upon which prospective investors may base an evaluation of its performance, Micoleycom is a holding company that contributed its operational assets to Realtyhive, LLC in 2019, retaining what is currently 92.4% of the ownership of Realtyhive, LLC. All proceeds from this raise will be going towards Realtyhive, LLC.

- Revenues & Gross Margin. For the period ended December 31, 2019, the Company had revenues of \$1,161,364. Our gross margin was 59.44% in the fiscal year 2019.
 For the period ended December 31, 2020, the Company had revenues of \$1,697,517. Our gross margin was 45%.
- Assets. As of December 31, 2019, the Company had total assets of \$140,811, including \$123,705 in cash. As of December 31, 2020, the Company had total assets of \$42,532, including \$20,395 in cash.
- Net Loss. The Company has had net losses of \$692,054 for the year ended December 31, 2019 and \$755,339 for 2020.
- Liabilities. The Company's liabilities totaled \$756,233 for the fiscal year ended December 31, 2019 and \$1,288,293 for the year ended December 31, 2020.

Related Party Transaction

Refer to Question 26 of this Form C for disclosure of all related party transactions.

Liquidity & Capital Resources

To date, the company has been financed with \$1,082,842 in debt and \$950,000 in

After the conclusion of this Offering, should we hit our minimum funding target, our projected runway is 12 months before we need to raise further capital.

We plan to use the proceeds as set forth in this Form C under "Use of Funds." We don't have any other sources of capital in the immediate future.

We will likely require additional financing in excess of the proceeds from the Offering in order to perform operations over the lifetime of the Company. We plan to raise capital in 12 months. Except as otherwise described in this Form C, we do not have additional sources of capital other than the proceeds from the offering. Because of the complexities and uncertainties in establishing a new business strategy, it is not possible to adequately project whether the proceeds of this offering will be sufficient to enable us to implement our strategy. This complexity and uncertainty will be increased if less than the maximum amount of securities offered in this offering is sold. The Company intends to raise additional capital in the future from investors. Although capital may be available for early-stage companies, there is no guarantee that the Company will receive any investments from investors.

Runway & Short/Mid Term Expenses

RealtyHive LLC cash in hand is \$190,000 as of January 2021. Over the last three months, revenues have averaged \$166,842/month, cost of goods sold has averaged \$60,167/month, and operational expenses have averaged \$154,061

RealtyHive LLC launched the Cashifyd app in 12/20. One main revenue source for RealtyHive has been financial institutions, and the troubled owned assets are rising to an all-time high. This becomes a strong revenue indicator for the company. Another revenue arm for RealtyHive is consumers and Brokers using the marketing platform. We have several alliances with Brokerage firms to train agents in the RealtyHive platform tools and our services' marketing to their clients.

In 3 - 6 months following the raise, we expect (although we cannot guarantee) to be doing \$150,000 a month net of costs of sales. This is with the launch of the Cashifyd app not recording significant income until 2022.

The owner has the ability to raise additional capital through debt if the raise on Wefunder is not successful. If the maximum investment of \$2,000,000 is achieved, we will be in a cash position that no additional capital raises are expected in the near future.

INSTRUCTIONS TO CHESTON AS. The discussion must come with year for which function is statements are provided. For issuers with no prior operating history, the discussion should focus on financial missueme and operational, benefits and where histories were successful as as expressed in the properties when the state of the state o

FINANCIAL INFORMATION

29. Include financial statements covering the two most recently completed fiscal years or the period(s) since inception, if shorter:

Refer to Appendix C, Financial Statements

- I, Wade T Micoley, certify that:
- (1) the financial statements of RealtyHive LLC included in this Form are true and complete in all material respects; and
- (2) the tax return information of RealtyHive LLC included in this Form reflects accurately the information reported on the tax return for RealtyHive LLC filed for the most recently completed fiscal year.

Wade T'Micoley

STAKEHOLDER ELIGIBILITY

30. With respect to the issuer, any predecessor of the issuer, any affiliated issuer, any director, officer, general partner or managing member of the issuer, any beneficial owner of 20 percent

or more of the issuer's outstanding voting equity securities, any promoter connected with the issuer in any capacity at the time of such sale, any person that has been or will be paid (clirectly or indirectly) remineration for solicitation of purchasers in connection with such sale of securities, or any general partner, director, officer or managing member of any such solicitor, prior to May 16, 2018:

(1) Has any such person been convicted, within 10 years (or five years, in the case of issuers their predecessors and affiliated issuers) before the filling of this offering statement, of any

- i, in connection with the purchase or sale of any security? \Box Yes $\ensuremath{\boxtimes}$ N
- ii. Involving the making of any false filing with the Commission ☐ Yes ☐ No
 iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal
 securities dealer, investment adviser, funding portal or paid solicitor of purchasers of
 securities ☐ Yes ☐ No

(2) is any such person subject to any order, judgment or decise to any court of Empetent jurisdiction, entered within five years before the filing of the information required by Section 4A(b) of the Securities Act that, at the time of filing of this offering statement, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:

- i. in connection with the purchase or sale of any security? \square Yes \boxtimes No ii. involving the making of any false filing with the Commission? \square Yes \boxtimes No
- iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities ∫ ∐yes ∐No.

(3) Is any such person subject to a final order of a state securities commission (or an agency or (3) is any such previously considered in an activation of the continue to a state authority that supervises or examines banks, sivings associations or credit unions; a state authority that supervises or examines banks, sivings associations or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; type U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:

- A. association with an entity regulated by such commission, authority, agency or office? ☐ Yes ☑ No
 - B. engaging in the business of securities, insurance or banking? \square Yes \boxdot No C. engaging in savings association or credit union activities? ☐ Yes ☑ No
- is constitutes a final order based on a violation of any law or regulation that prohibing fraudulent, manipulative or deceptive conduct and for which the order was entered within the fo-year period ending on the date of the filling of this offering statement free 3 No.

(4) is any such person subject to an order of the Commission entered pursuant to Section 15(b) or 158(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act of 1940 that, at the time of the filling of this offering statement).

- i. suspends or revokes such person's registration as a broker, dealer, municipal securities dealer, investment adviser or funding portal? ☐ Yes ☑ No
- ii. places limitations on the activities, functions or operations of such pers ☐ Yes ☑ No
- iii. bars such person from being associated with any entity or from participating in the offering of any penny stock? ☐ Yes ☑ No

(5) is any such person subject to any order of the Commission entered within five years before the filing of this offering statement that, at the time of the filing of this offering statement, orders the person to cease and desist from committing or causing a violation or future violation of:

- i, any scienter-based anti-fraud provision of the federal securities laws, including Leary science-reased anti-traud provision of the recertal securities laws, including without limitation Section 17(c)) of the Securities Act, Section 10(c) of the Exchange Act and Section 206(t) of the Investment Advisers Act of 1940 or any other rule or regulation thereunder? ☐ Yes ☑ No III. Section 5 of the Securities Act? ☐ Yes ☑ No

(6) Is any such person suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade?

□ Yes ☑ No

(2) Has any such person filed (as a registrant or issuer), or was any such person or was a such person named as an underwriter in, any registration statement or Regulation A offer statement filed with the Commission that, within five years before the filing of this distancement, was the subject of a refusal order, stop order, or order suspending the Regulation, or is any such person, at the time of such filling, the subject of an investigat proceeding to determine whether a stop order or suspension order should be issued?

☐ Yes ☑ No

(8) is any such person subject to a United States Postal Service false representation order entered within five years before the filling of the information required by Section 4A(b) of the Securities Act, or is any such person, at the time of filing of this offering statement, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mall by means of false representations?

Yes 🗹 No

If you would have answered "Yes" to any of these questions had the conviction, order, judgment, decree, suspension, expulsion or bar occurred or been issued after May 16, 2016, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

INSTRUCTIONS TO QUESTION 30: Final order means a written directive or declaratory state issued by a federal ar state agency, described in Rule 503(a)(3) of Regulation Crowdfunding, under appiloable statutory authority that provides for notice and an opportunity for hearing, whic constitutes a final disposition or action by that federal or state agency.

No matters are required to be disclosed with respect to events relating to any affitiated issuer that accurred before the affiliation arose if the affiliated entity is not (i) in control of the listner or (ii) under common control with the issuer by a third party that was in control of the affiliated entity at

OTHER MATERIAL INFORMATION

31. In addition to the information expressly required to be included in this Form, include

- (1) any other material information presented to investors; and
- (2) such further material information, if any, as may be necessary to make the statements, in the light of the circumstances under which they are made, no

The Company is using the services of XX as part of its offering, XX is comprised of XX Investments, LLC, XX Team LLC, and the Lead Investors who provide services on behalf of XX Team LLC. The services of XX are available to companies that offer securities through Wefunder Portal LLC and to investors who invest in such companies through Wefunder Portal, but XX is not affiliated with Wefunder Portal.

XX Investments is the Company's transfer agent and also acts as custodian, paying agent, and proxy agent on behalf of all investors that enter into the Custodial and Voting Agreement with XX Investments through the Wefunder Custodial and voting Agreement with XX investments through net welculaer Portal website ("Investors"). XX Investments holds legal title to the securities the Company issues through Wefunder Portal (which are uncertificated) on behalf of investors. Investors, in turn, hold the beneficial interests in the Company's securities. XX Investments keeps track of each Investor's beneficial ownership interest and makes any distributions to the Investors (or other parties, as directed by the Investors).

In addition to the above services, at the direction of XX Team, XX Investments votes the securities and take any other actions in connection with such voting on behalf of the investors, XX investments acts at the direction of XX Team, because XX Team holds a power of attorney from each investor that has entered into the investor Agreement to make voting decisions on behalf of that investor, XX Investments will not charge Investors for its services. XX Investments does charge the Company \$1,000/year for services; however, those fees may be paid by Wefunder Inc. on behalf of the Company.

As noted, XX Team holds a power of attorney from each Investor that has entered into the Investor Agreement to make voting decisions on behalf of that Investor Pursuant to the power of attorney. XX Team will make voting decisions and ther

direct XX Investments to vote and take any other actions in connection with the voting on Investors' behalf, XX Team will act, with respect to the Company, through our Lead investor, who is a representative of XX Team, XX Team will share its compensation with our Lead Investor. XX Team, through our Lead Investor, may also provide consulting services to the Company and may be compensated for these services by the Company; although, fees owed by the Company may be paid by Wefunder Inc. XX Team will share its consulting compensation with our Lead Investor.

The Lead Investor is an experienced investor that we choose to act in the role of Lead Investor, both on behalf of the Company and on behalf of Investors. As noted, the Lead Investor will be a representative of XX Team and will share in compensation that XX Team receives from the Company Green Westors. The Lead Investor will be chosen by the Company and approved by Wefunder Inc., and the identify of the Lead Investor must be disclosed to Investors before Investors make a final investment decision to purchase the Company's securities. Investors will receive disclosure regarding all fees that may be received by the Lead Investor; in addition to the fees described above, the Lead Investor may receive compensation if, in the future, Wefunder Advisors LLC forms a special purpose vehicle ("SPV") for the purpose of investing in a non-Regulation Crowdfunding offering of the Company, In such a circumstance, the Lead Investor may act as a portfolio manager for that SPV (and as a supervised person of Wefunder Advisors) and may be compensated through that role. Although the Lead Investor may act in multiple roles and be compensated from multiple parties, the Lead Investor's goal is to maximize the value of the Company, is securities. As a result, the Lead Investor's interests should always be aligned with those of the Investors.

Investors that wish to purchase the Company's securities through Wefunder Portal must agree to (1) hire XX investments to serve as custodian, paying agent, and proxy agent with respect to the Company's securities; and (2) give a power of attorney to XX Team to make all voting decisions with respect to the Company's securities. The Company may waive these requirements for certain investors with whom the Company has a pre-existing relationship.

The XX arrangement described above is intended to benefit the Company by allowing the Company to reflect one investor of its capitalization table (XX investments) and by simplifying the voting process with respect to the Company's securities by having one entity (XX Team), through one person (the Lead investor), make all voting decisions and having one entity (XX Investments) carry out XX Team's voting instruments and any take any related actions. The XX arrangement also is intended to benefit investors by providing the services of an experienced Lead investor (acting on behalf of XX Team) who is expected to make value-maximizing decisions regarding investors' securities. XX Team (acting through the Lead investor) may further benefit both the Company and Investors by providing consulting services to the Company that are intended to maximize both the value of the Scompany's business and also the value of its securities.

INSTRUCTIONS TO QUESTION so. If information is presented to investors in a format, media or other means not able to be reflected in text or parable document format, the issues should include.

(a) a description of the material content of such information;

(b) a description of the format in which such disclosure is presented; and

(c) in the case of disclosure in video, audio or other dynamic media or format, a transcript or description of such disclosure

ONGOING REPORTING

32. The issuer will file a report electronically with the Securities & Exchange Commission annually and post the report on its website, no later than:

120 days after the end of each fiscal year covered by the report.

33. Once posted, the annual report may be found on the issuer's website at:

https://realtyhive.com/invest

The issuer must continue to comply with the ongoing reporting requirements until:

- the issuer is required to file reports under Exchange Act Sections 13(a) or 15(d);
- the issuer has filed at least one annual report and has fewer than 300 holders of record;
- the issuer has filed at least three annual reports and has total assets that do not exceed \$10 million;
- 4. the issuer or another party purchases or repurchases all of the securities issued pursuant to Section 4(8)(6), including any payment in full of debt securities or any complete redemption of redeemable securities; or the issuer liquidates or dissolves in accordance with state law.

APPENDICES

Appendix A: Business Description & Plan

Appendix B: Investor Contracts

Appendix C: Financial Statements

RealtyHive Subscription Agreement

Financials 1 Financials 2

Appendix D: Director & Officer Work History

Mark Herman Wade T Micoley Wade T Micoley

Appendix E: Supporting Documents

RealtyHive_Operating_Agreement_.pdf
Add new Form C attachment (admin only)

Signatures

Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

The following documents will be filed with the SEC:

Cover Page XML

Offering Statement (this page)

Appendix A: Business Description & Plan

Appendix B: Investor Contract

RealtyHive Subscription Agreement

Appendix C: Financial Statements

Financials 1

Financials

Appendix D: Director & Officer Work History

Mark Herman

Wade T Micoley

Wade T Micoley

Appendix E: Supporting Documents

RealtyHive_Operating_Agreement_.pdf

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (\$ 227.100 et seq.), the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C and has duly caused this Form to be stand on its behalf by the duly authorized understance!

RealtyHive LLC

Ву

Wade T'Micoley

Fursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (8 227.100 et seq.), this Form C and Transfer Agent Agreement has been signed by the following persons in the capacities and on the dates indicated.

Mark Herman

President 4/29/2021

4/29/2021

Wade T'Mícoley CEO & Founder

Wade T'Micoley

CEO & Founder

The Form C must be aigned by the issuer, its principal executive officer or officers, its principal formers and officer, its castroller or principal accounting officer and at least a mejority of the board of directors or presons performing similar functions.

I authorize Wefunder Portal to submit a Form C to the SEC based on the information I provided through this online form and my company's Wefunder profile.

As an authorized representative of the company, I appoint Wefunder Portal as the company's true and lawful representative and attorney-in-fact, in the company's name, place and stead to make, execute, sign, acknowledge, swear to and file a Form C on the company's behalf. This power of attorney is coupled with an interest and is irrevocable. The company hereby waives any and all defenses that may be available to contest, negate or disaffirm the actions of Wefunder Portal taken in good faith under or in reliance upon this power of attorney.