

# Form C

## Cover Page

Name of issuer:

bluShift Aerospace, Inc.

Legal status of issuer:

Form: **Corporation**

Jurisdiction of Incorporation/Organization: **DE**

Date of organization: **10/10/2014**

Physical address of issuer:

**2 Pogues St  
Suite 2  
Brunswick ME 04011**

Website of issuer:

**https://www.bluShiftAerospace.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 filing, for conducting the offering, including the amount of referral and any other fees associated with the offering:

**4% 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:

**Simple Agreement for Future Equity (SAFE)**

Target number of securities to be offered:

**50,000**

Price:

**\$1.00000**

Method for determining price:

**Pro-rated portion of the total principal value of \$50,000; interests will be sold in increments of \$1; each investment is convertible to one share of stock as described under Item 13.**

Target offering amount:

**\$50,000.00**

Oversubscriptions accepted:

☒ Yes

☐ No

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):

**\$4,000,000.00**

Deadline to reach the target offering amount:

**4/30/2022**

**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:

**5**

	Most recent fiscal year-end:	Prior fiscal year-end:
Total Assets:	<b>\$12,376.00</b>	<b>\$41,456.00</b>
Cash & Cash Equivalents:	<b>\$10,835.00</b>	<b>\$40,623.00</b>
Accounts Receivable:	<b>\$0.00</b>	<b>\$0.00</b>
Short-term Debt:	<b>\$21,309.00</b>	<b>\$22,505.00</b>
Long-term Debt:	<b>\$92,929.00</b>	<b>\$0.00</b>
Revenue/Sales:	<b>\$115,281.00</b>	<b>\$106,508.00</b>
Cost of Goods Sold:	<b>\$503,544.00</b>	<b>\$140,784.00</b>
Taxes Paid:	<b>\$0.00</b>	<b>\$0.00</b>
Net Income:	<b>(\$267,508.00)</b>	<b>(\$56,870.00)</b>

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

**AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, WA, WI, WV, WI, WY, BS, GU, PR, VI, IV**

## Offering Statement

Respond to each question in each paragraph of this part. Set forth each question and any notes, but not any instructions thereon, 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:

**bluShift Aerospace, Inc.**

### 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 an issuer as that term is defined in Rule 502(c) of Regulation D of the Securities Act of 1933.

- \* These securities are sold pursuant to the exemption under Section 4(a)(1) of the Securities Act of 1933.
- 15C(4) 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 this exemption under Section 4(a)(1) of the Securities Act as a result of a disqualification specified in Rule 503(a) of Regulation Crowdfunding.
  - Has filed with the Commission and provided to investors, to the extent required, the ongoing 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 3:** If any of these statements are not true, then you are NOT eligible to rely on this exemption under Section 4(a)(1) of the Securities Act.

3. Has the issuer or any of its predecessors previously failed to comply with the ongoing reporting requirements of Rule 102 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	Role Employer	Year Joined as Director
Sascha Dori	CEO	bluShift Aerospace Inc	2014

For three years of business experience, refer to [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 Joined
Sascha Dori	President	2014
Sascha Dori	CEO	2014

For three years of business experience, refer to [Appendix D: Director & Officer Work History](#).

**INSTRUCTION TO QUESTION 6:** For purposes of this question 6, the term officer means a president, vice president, executive treasurer or principal financial officer, controller or principal accounting officer, and any person who is regularly 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 Securities Now Held	% of Voting Power Prior to Offering
Sascha Dori	1000000.0 Common	100.0

**INSTRUCTION TO QUESTION 6:** This table information must be provided on or before this or on less than (a) days prior to the date of filing of this offering statement.

To calculate total voting power, include all securities for which the person already or indirectly has or shares the voting power, which includes the power to vote or to direct the voting of such securities if the person has the right to acquire voting power of such securities within 60 days, including through the exercise of any option, warrant or right, the conversion of a security, or other arrangements, or if exercises are held by a member of the family through corporations or partnerships or otherwise may exercise this would allow a person to direct or control the voting of the securities for shares in such election or request to call the securities or securities they should be included as being "beneficially owned." You should include any explanation of these circumstances in a footnote to the "Number of and Class of Securities Now Held." To calculate outstanding 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 QUESTION 7:** Webfunder will provide your company's Webfunder profile as an appendix (Appendix A) to the Form C in PDF format. The submission will include all USA items and "social icons" links in an untagged format. All videos will be untagged.

This means that any performance provided in your Webfunder profile will be provided in the SPT in response to this question. As a result, your company will be generally liable for misstatements and omissions in your profile under the Securities Act of 1933, which requires you to provide accurate information related to your business and anticipated business plan. Please review your Webfunder profile carefully to ensure it provides all material information, is not false or misleading, and does not omit any information that would cause the information included to be false or misleading.

#### 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 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:

Construction and permitting costs at the launch site and associated mission control and bluShift controlled public viewing areas may be more costly than was planned.

Development delays. For instance, our large engine test stand location may be need to be moved if the engine's sound can not be mitigated enough for neighboring residents. Moving our test stand would add cost and up to a 3-4 month delay in development.

The final coastal launch location and rocket flight safety and hazard analysis will require approvals and acceptance from the local community and the FAA. It is possible this effort is delayed or requires unexpected additional resources which will require additional searching of funding. The major effect on this phase of crowd equity funding is that increased resources may be spent to find a different location than was anticipated or time and effort to work with the community and the FAA for approval.

Our current financial model tolerates the loss of one of two of 'Starless Rogue' launch vehicles but not both. We are planning to manufacture two so that we have a spare to quickly go to in case the first one is lost. If both are lost during launch then it is expected that there will be additional costs in time, materials and market lost.

Scaling our engine to its full size may present unforeseen technical challenges, such as combustion stability, that presents challenges as we solve those problems and may push integration of the engine into the larger Starless Rogue out by several months.

COVID-19 can materially impact our business. It is unclear how long the COVID-19 pandemic will last and to what degree it could hurt our ability to generate revenues or ability for employees, contractors or suppliers to work productively.

Loss of key staff members. Staff members who leave, are out sick for extended periods of time or are terminated could present significant delays to the timeline.

Complying with government regulation, especially ITAR, may create significant loss in productivity as additional systems and processes are put in place and staff members have to go through significant hurdles to work securely.

Inflation, unavailability of labor, raw materials and shipping delays may cause unexpected increases in costs and possibly critical delays in integrated static rocket testing prior to launch and launch itself.

Acquisition of launch insurance as a smaller launch provider without significant prior launch history may prove difficult or more expensive than expected, causing delays and increases in costs.

While the scope of this fundraising stage is to get to launch, but not necessarily a launch itself, it is possible the launch attempts themselves or critically fail. Repeated failures could mean the need to raise more funds or a failure to access targeted markets in time and delay in significant revenue generation. These failures and lack of additional funding could terminate the company's operations or significantly slow the company's ability to move forward.

There may be trademark litigation for the company's name, as another company has expressed concern in previous communications. Litigating, and possibly renaming and rebranding the company would represent significant legal, marketing and market recognition challenges. Trademarks have been filed for both 'bluShift' and 'MAREVL' with the USPTO.

The Company may never receive a future equity financing or elect to convert the Securities upon such future financing. In addition, the Company may never undergo a liquidity event such as a sale of the Company or an IPO. If neither the conversion of the Securities nor a liquidity event occurs, the Purchasers could be left holding the Securities in perpetuity. The Securities have numerous transfer restrictions and will likely be highly illiquid, with no secondary market on which to

sell them. The Securities are not equity interests, have no ownership rights, have no rights to the Company's assets or profits and have no voting rights or ability to direct the Company or its actions.

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 business.

*DISCLOSURE TO QUESTION: 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 legend set forth above. No specific number of risk factors is required to be set forth.*

## 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 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?

(If we raise) **\$50,000**

Use of Proceeds: 24% Labor Expenses which includes current engineers, production staff, marketing, contractors for PR agent, fund-raising, accounting and legal;  
10% Materials & Licensing Costs for production of HAREVL engine, consumables;  
42% All Other Operating Expenses such as leases, liability insurance, R&D, training, software systems, utilities, advertising & marketing, etc.  
4% towards Wefunder fees

(If we raise) **\$4,000,000**

Use of Proceeds: 18% Labor Expenses which includes engineers, interns, marketing, contractors including production staff, PR agent, accountant, attorney, environmental study professionals, consultants for FAA launch provider licensing;  
25% Capital Investments such as launch site launch rail, wharf, road, renewable energy system, communications, and storage building, mission control trailer, additional ground telemetry systems, and manufacturing equipment;  
10% Materials & Licensing Costs for production of flight ready HAREVL engine and Starless Rogue beta rockets, consumables,  
23% All Other Operating Expenses such as leases, liability insurance, R&D, training, software systems, utilities, advertising & marketing, etc.  
4% towards Wefunder fees

*DISCLOSURE TO QUESTION: An issuer must provide a reasonably detailed description of any intended use of proceeds, such that investors are provided with an adequate amount of information to understand how the offering proceeds will be used. If an issuer has identified a range of possible uses, the issuer should identify and describe with probable accuracy the factors the issuer may consider in allocating proceeds among the potential uses. If the issuer will allocate proceeds to various of the target offerings, the issuer must describe the purposes, method for allocating proceeds, and not intended use of the net proceeds with similar specificity. Please include all potential uses of the proceeds in the offering, including any that may apply only in the event of over-subscriptions. If you do not do so, you may later be required to amend your Form D. Wefunder is not responsible for any failure by you to describe a potential use of offering proceeds.*

### DELIVERY & CANCELLATIONS

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

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 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 investments 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. 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 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 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).

If an investor does not cancel an investment commitment before the 48-hour period prior to the offering deadline, the funds will be released to the issuer upon 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 investment commitment 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.

## Ownership and Capital Structure

### THE OFFERING

13. Describe the terms of the securities being offered.

To view a copy of the SAFE you will purchase, please see [Appendix B, Investor Contracts](#). The main terms of the SAFEs are provided below.

The SAFEs. We are offering securities in the form of a Simple Agreement for Future Equity ("SAFE"), which provides investors the right to **Preferred Stock** in the Company ("**Preferred Stock**"), when and if the Company sponsors an equity offering that involves **Preferred Stock**, on the standard terms offered to other investors.

**Conversion is automatic equity.** Based on our SAFEs, when we engage in an offering of equity interests involving **Preferred Stock**, investors will receive a number of **Preferred Stock** calculated using the method that results in the greater number of **Preferred Stock**:

- the total value of the investor's investment, divided by
- the price of **Preferred Stock** (or the price of the common stock if the

1. the price at which the shares issued to the investors immediately;
2. the discount rate (90%), or
2. If the valuation for the company is more than \$18,000,000.00 (the "Valuation Cap"), the amount invested by the investor divided by the quotient of:
  1. the Valuation Cap divided by
  2. the total amount of the Company's capitalization at that time.

**Additional Terms of the Valuation Cap.** For purposes of option (ii) above, the Company's capitalization calculated as of immediately prior to the Equity Financing and (without double-counting, in each case calculated on an as-converted to Common Stock basis):

- Includes all shares of Capital Stock issued and outstanding;
- Includes all Converting Securities;
- Includes all (i) issued and outstanding Options and (ii) Promised Options; and
- Includes the Unissued Option Pool, except that any increase to the Unissued Option Pool in connection with the Equity Financing shall only be included to the extent that the number of Promised Options exceeds the Unissued Option Pool prior to such increase.

**Liquidity Events.** If the Company has an initial public offering or is acquired by, merged with, or otherwise taken over by another company or new owners prior to Investors in the SAFEs receiving Preferred Stock, Investors will receive proceeds equal to the greater of:

1. the Purchase Amount (the "Cash-Out Amount") or
2. the amount payable on the number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price (the "Conversion Amount")

**Liquidity Priority.** In a Liquidity Event or Dissolution Event, this Safe is intended to operate like standard nonparticipating Preferred Stock. The investor's right to receive its Cash-Out Amount is:

1. Junior to payment of outstanding indebtedness and creditor claims, including contractual claims for payment and convertible promissory notes (to the extent such convertible promissory notes are not actually or notionally converted into Capital Stock);
2. On par with payments for other Safes and/or Preferred Stock, and if the applicable Proceeds are insufficient to permit full payments to the investor and such other Safes and/or Preferred Stock, the applicable Proceeds will be distributed pro rata to the investor and such other Safes and/or Preferred Stock in proportion to the full payments that would otherwise be due; and
3. Senior to payments for Common Stock.

**Irrevocable 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:

1. direct the voting of all securities purchased through wofunder.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.

**Repurchase.** 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 equity securities under the Securities Exchange Act of 1934, as amended ("Exchange Act"), as required by Section 12(g) or 15(d) thereof, the Company shall have the option to repurchase the securities from each investor for the greater of:

1. the purchase price of the securities; and
2. 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 Investment Agreement).

14. Do the securities offered have voting rights?

- ☒ Yes  
☐ No

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

- ☐ Yes;  
☒ No: Irrevocable voting proxy granted to XX Team.

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

Any provision of this Safe may be amended, waived or modified by written consent of the Company and either:

- a. the investor; or
- b. the majority-in-interest of all then-outstanding Safes with the same "Post-Money Valuation Cap" and "Discount Rate" as this Safe (and Safes lacking one or both of such terms will be considered to be the same with respect to such terms), provided that with respect to clause (i):
  - A. the Purchase Amount may not be amended, waived or modified in this manner;
  - B. the consent of the Investor and each holder of such Safes must be solicited (even if not obtained); and
  - C. such amendment, waiver or modification treats all such holders in the same manner. "Majority-in-interest" refers to the holders of the applicable group of Safes whose Safes have a total Purchase Amount greater than 50% of the total Purchase Amount of all of such applicable group of Safes.

Pursuant to authorization in the Investor Agreement between each investor and Wefunder Portal, Wefunder Portal is authorized to take the following actions with respect to the investment contract between the Company and an investor:

- A. Wefunder Portal may amend the terms of an investment contract, provided that the amended terms are more favorable to the investor than the original terms; and
- B. Wefunder Portal may reduce the amount of an investor's investment if the reason for the reduction is that the Company's offering is oversubscribed.

#### 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. six years after offering registered with the U.S. Securities and Exchange Commission; or
4. to a member of the family of the purchaser or the acquirer, 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 acquirer, 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 501(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 acquirer" includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the purchaser, and includes adoptive relationships. The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

#### DESCRIPTION OF ISSUER'S SECURITIES

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

Class of Security	Securities (or Amount) Authorized	Securities (or Amount) Outstanding	Voting Rights
Common	10,000,000	1,000,000	Yes <input checked="" type="checkbox"/>

#### Securities Reserved for Issuance upon Exercise or Conversion

Warrants:

Options:

Describe any other rights:

We have not yet authorized preferred stock. If we do a priced round, we anticipate that the SAFEs will convert into preferred stock with liquidation preferences.

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

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).

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-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 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.

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

No.

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 shareholders** 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 shareholders** may change the terms of the articles of incorporation for 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 shareholders** may make changes that affect the tax treatment of the Company in ways that are unfavorable to you but favorable to them. They may also vote to engage in new offerings and/or to register certain of the Company's 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 shareholders** have the right to redeem their securities at any time. **Shareholders** 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 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-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 stock, 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 corporate actions.

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.

The initial amount invested in a SAFE is determined by the investor, and we do not guarantee that the SAFE will be converted into any particular number of **shares of Preferred Stock**. As discussed in Question 13, when we engage in an offering of equity interests involving **Preferred Stock**, investors may receive a number of shares of **Preferred Stock** calculated as either (i) the total value of the investor's investment, divided by the price of the **Preferred Stock** being issued to new investors, or (ii) if the valuation for the company is more than the Valuation Cap, the amount invested divided by the quotient of (a) the Valuation Cap divided by (b) the total amount of the Company's capitalization at that time.

Because there will likely be no public market for our securities prior to an initial public offering or similar liquidity event, the price of the **Preferred Stock** that investors will receive, and/or the total value of the Company's capitalization, will be determined by our **board of directors**. Among the factors we may consider in determining the price of **Preferred Stock** are prevailing market conditions, our financial information, market valuations of other companies that we believe to be comparable to us, estimates of our business potential, the present state of our development and other factors deemed relevant.

In the future, we will perform valuations of our **stock (including both common stock and Preferred Stock)** that take into account, as applicable, factors such as the following:

- unrelated third party valuations;
- the price at which we sell other securities in light of the relative rights, preferences and privileges of those securities;
- our results of operations, financial position and capital resources;
- current business conditions and projections;
- the marketability or lack thereof of the securities;
- the hiring of key personnel and the experience of our management;
- the introduction of new products;
- the risk inherent in the development and expansion of our products;
- our stage of development and material risks related to our business;
- the likelihood of achieving a liquidity event, such as an initial public offering or a sale of our company given the prevailing market conditions and the nature and history of our business;
- industry trends and competitive environment;
- trends in consumer spending, including consumer confidence;
- overall economic indicators, including gross domestic product, employment, inflation and interest rates; and
- the general economic outlook.

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 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 issuer?

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 Board Of Directors, and the investor will have no independent right to name or remove an officer or member of the Board Of Directors of the Company.

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 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.

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 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 its securities from shareholders, 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 Company or a substantial portion of its assets. Thus, the investor will rely upon the executive management of the Company and the Board of Directors of the Company to manage the Company so as to maximize value for shareholders. 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 and the Board of Directors of the Company. If the Board Of Directors 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 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 occasions when the Company may encounter potential conflicts of interest in its operations. On any issue involving conflicts of interest, the executive management and Board of Directors of the Company will be guided by their good faith judgment 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 to its shareholders. 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:

*Loan*

<b>Lender</b>	Maine Technology Institute
<b>Issue date</b>	10/06/20
<b>Amount</b>	\$99,981.00
<b>Outstanding principal plus interest</b>	\$99,981.00 as of 10/14/21
<b>Interest rate</b>	5.0% per annum
<b>Maturity date</b>	12/01/27
<b>Current with payments</b>	Yes

*Repayment start date is delayed to 1/1/2022. There are no scheduled maturities of principal due for the next two years. The loan was originally made for \$75,000 in GSA 2021. On Feb 28, 2022, the Company borrowed an additional \$24,981 from the Maine Technology Institute under this same loan agreement, bringing the balance of this debt to \$99,981.*

*Loan*

<b>Lender</b>	Maine Technology Institute
<b>Issue date</b>	05/19/21
<b>Amount</b>	\$100,000.00
<b>Outstanding principal plus interest</b>	\$100,000.00 as of 10/25/21
<b>Interest rate</b>	5.0% per annum
<b>Maturity date</b>	12/01/28
<b>Current with payments</b>	Yes

*This promissory note is a "passive" loan which has a repayment start date of 1/1/2024.*

*Loan*

<b>Lender</b>	Maine Technology Institute
<b>Issue date</b>	06/10/21
<b>Amount</b>	\$50,000.00
<b>Outstanding principal plus interest</b>	\$50,000.00 as of 10/25/21
<b>Interest rate</b>	5.0% per annum
<b>Maturity date</b>	12/01/28
<b>Current with payments</b>	Yes

*This promissory note has a "passive" repayment start date of 1/1/2024.*

NOTE: ALL CASH TO GO TO THE ISSUER, UNDER THE CREDITORS, ANNUAL BOND, INTEREST RATE, MATURITY DATE, AND ANY OTHER RELEVANT TERMS.

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

Offering Date	Exemption	Security Type	Amount Sold	Use of Proceeds
9/2021	Regulation Crowdfunding	SAFE	\$79,359	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, wherein the amount involved exceeds five percent of the aggregate amount of capital raised by the issuer in reliance on Section 4(a)(6) 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 10 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;
  - or (4) any immediate family member of any of the foregoing persons.
- ☒ Yes  
☐ No

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

<b>Name</b>	Sascha Deri
<b>Amount Invested</b>	\$350,000.00
<b>Transaction type</b>	Priced round
<b>Issue date</b>	06/14/17
<b>Relationship</b>	Founder

**INSTRUCTIONS TO QUESTIONS 26-27:** The term transaction includes, but is not limited to, any financial transaction, arrangement or relationship (including any indebtedness or guarantee of indebtedness) or any series of similar transactions, arrangements or relationships.

*Beneficial ownership for purposes of paragraph (f) should be determined as if a date that is no more than six days prior to the date of filing of this offering statement and using the same calculation described in Question 8 of this Question and Answer form.*

The term "member of the family" includes any child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the person, and includes adoptive relationships. The term "spousal equivalent" means a relationship occupying a relationship generally equivalent to that of a spouse.

*Disclose the amount of a related party's interest in any transaction without regard to the amount of the profit or loss realized in the transaction. Where it is not reasonable 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 Operations

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 forward-looking statements contained in the following discussion and analysis.

#### Overview

We launch small payloads to space with rockets powered by a non-toxic, bio-derived fuel.

In 5 years, we believe that blusht will be offering sub-orbital and polar orbit launch service to small payloads from across the world off the coast of Maine. These projections are not guaranteed.

#### Milestones

blusht Aerospace, Inc was incorporated in the State of Delaware in October 2014.

Since then, we have:

- First dedicated rocket launch service for nanosatellites
- We believe we're the first company in the world to launch rockets using non-toxic biofuel
- Unique advantage - launching from Maine's coast provides access to desirable

polar orbit.

- Paying Customers are already onboard!
- Over \$1M raised to date!

#### Historical Results of Operations

- **Revenues & Gross Margin.** For the period ended December 31, 2020, the Company had revenues of \$135,281 compared to the year ended December 31, 2019, when the Company had revenues of \$106,509.
- **Assets.** As of December 31, 2020, the Company had total assets of \$12,376, including \$10,835 in cash. As of December 31, 2019, the Company had \$41,456 in total assets, including \$40,623 in cash.
- **Net Loss.** The Company has had net losses of \$267,508 and net losses of \$56,870 for the fiscal years ended December 31, 2020 and December 31, 2019, respectively.
- **Liabilities.** The Company's liabilities totaled \$114,238 for the fiscal year ended December 31, 2020 and \$22,505 for the fiscal year ended December 31, 2019.

#### 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 \$261,051 in debt, \$350,000 in cash-in-capital from the founder, \$239,000 in grants, and \$779,359 in SAFEs through Reg CF.

After the conclusion of this Offering, should we hit our minimum funding target, our projected runway is 4 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 4 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

bluShift Aerospace, Inc. cash in hand is \$430,849, as of October 2021. Over the last three months, revenues have averaged \$0/month, cost of goods sold has averaged \$0/month, and operational expenses have averaged \$89,670/month, for an average net loss of \$89,670 per month. Our intent is to be profitable in 40 months.

Since the date our financials cover, we filed for our PPP loan forgiveness, which was approved by the SBA in March 2021. Additionally, we filed with the IRS to revoke our Subchapter S election on March 15, 2021. The revocation will be effective on January 1, 2021. Due to this conversion from an S Corp to a C Corp, our cap table also changed. We now have 10M common shares authorized and 1M issued.

Full-sized test engine, fuel manufacturing and test site building has been in progress. Consumables during tests are an expected continued high expense.

Customer outreach and business development for sub-orbital and orbital launch services has been on-going since Q2 of 2021.

On-going travel, negotiations at expected site have consumed significant time.

We are holding off on making additional hires, building our launch site, production of our flight-worthy engine, manufacturing of Starless Rogue and larger manufacturing facility until our minimum fundraising goal has been met.

In 2022 we believe that bluShift will launch the beta version of Starless Rogue, its full-sized suborbital launch vehicle. The beta version will be propellant limited, be carrying paying customers payloads and expected to achieve an altitude of 80-100km. Later that year the full commercial version of Starless Rogue will be launched to 300-400km in altitude with paying customer payloads. This flight will qualify the Starless Rogue as a launch vehicle for academic and civil researchers funded by NASA's Flight Opportunities program. If that flight is successful by mid-year, bluShift will launch Starless Rogue again before the end of the year with increased payload prices but still discounted over what will be charged in the future. These are forward-looking projections and cannot be guaranteed.

In terms of revenue expected for 2022, we hope to reach \$400k - \$1M in total. The Starless Rogue Beta launch is expected to generate \$100k in revenue. Starless Rogue's 1st NASA Flight Opportunities qualifying flight is expected to generate \$500k in revenue. Starless Rogue's 2nd flight (with no NASA Flight Opportunity paid payload) is expected to generate \$600k in revenue. These are forward-looking projections and cannot be guaranteed.

We expect accompanying expenses for 2022 to total around \$4.5M. This will be made up of: Completion of production of Starless Rogue (full commercial launch); Launch costs associated for the beta flight, 1st & 2nd commercial flights; Addition of engineering, production, launch site support staff in support of Starless Rogue service and development of Red Dwarf orbital launch vehicle; Upgrade of rocket engine test stand to support multiple engine configuration for Red Dwarf orbital rocket development; and finally, design, production and testing of multiple engines for Red Dwarf 1st stage configuration. These projections are not guaranteed.

The Company is currently not generating more revenue than it is expending. To achieve profitability by 2025 while scaling to expand from sub-orbital to orbital launch services, the company expects to need to raise \$14M-\$16M in a combination of Seed and Series A rounds.

In terms of additional sources of capital, we are expecting to receive an additional \$100k in the form of a Note Agreement from the Maine Technology Institute once the campaign has raised an additional \$300k. An additional owner investment of \$50k is expected within Q1 of 2022.

*DISCLOSURE REQUIRED TO QUALIFY FOR SAFE HARBOR: The discussion must cover each year for which financial statements are provided. For issuers with no prior operating history, the discussion should focus on financial well-being and operational readiness and other challenges the business will face, operating losses, the discussion should focus on whether financial projections and cash flows are representative of what investors should expect in the future. This also means the proceeds of the offering and any other income or prepaying amounts of interest. Discuss how the proceeds from the offering will offset liabilities, whether receiving these funds and any other additional funds is necessary to the viability of the business, and how quickly the issuer anticipates using its available cash. Describe the other available sources of capital to the business, such as lines of credit or required contributions for shareholders. References to the issuer in this Question 26 and these instructions refer to the issuer and its predecessors, if any.*

## 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, *Sascha Deri*, certify that:

- (1) the financial statements of bluShift Aerospace, Inc. included in this Form are true and complete in all material respects ; and

(2) the tax return information of bluShift Aerospace, Inc. included in this Form reflects accurately the information reported on the tax return for bluShift Aerospace, Inc. filed for the most recently completed fiscal year.

*Sascha Deri*  
CEO

## 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 10 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 (directly or indirectly) remuneration 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, 2016:

- (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 filing of this offering statement, of any felony or misdemeanor:

- i. in connection with the purchase or sale of any security? ☐ Yes ☒ No  
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 decree of any court of competent jurisdiction, entered within five years before the filing of the information required by Section



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) who has no role in any day-to-day management of the Company, 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) is expected to provide the services of an experienced investor by providing consulting services to the Company that are intended to maximize both the value of the Company's business and also the value of its securities.



DISCLOSURE TO CROWDFUNDING: If information is presented in a format, media or other means not able to be reflected in text or portable document format, the issuer should include:  
(a) a description of the material nature 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://www.blvShiftAerospace.com/invest>

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

1. the issuer is required to file reports under Exchange Act Sections 13(c) or 15(d);
2. the issuer has filed at least one annual report and has fewer than 300 holders of record;
3. 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(a)(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](#)

[SAFE \(Simple Agreement for Future Equity\)](#)

[Appendix C: Financial Statements](#)

[Financials 1](#)

[Appendix D: Director & Officer Work History](#)

[Sascha Deri](#)

[Appendix E: Supporting Documents](#)

## 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](#)

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[SAFE \(Simple Agreement for Future Equity\)](#)

[Appendix C: Financial Statements](#)

[Financials 1](#)

[Appendix D: Director & Officer Work History](#)

[Sascha Deri](#)

[Appendix E: Supporting Documents](#)

*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 signed on its behalf by the duly authorized undersigned.*

bluShift Aerospace, Inc

By

Sascha Deri

CEO

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 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.

Sascha Deri

CEO  
10/29/2021

*The Form C must be signed by the issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of directors or persons 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.