SEALED

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

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ANGELA E. NOBLE
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S. D. OF FLA. - MIAMI

CASE NO.

SECURITIES AND EXCHANGE COMMISSION,	:	
Plaintiff,	:	
v.	:	
PREIPO CORP., JOHN A. MATTERA and DAVID P. GRZAN,	:	**UNDER SEAL**
Defendants, and	:	
BOSS GLOBAL ADVISORY GROUP, INC.,	:	
Relief Defendant.	:	

PLAINTIFF SECURITIES AND EXCHANGE COMMISSION'S EMERGENCY *EX PARTE* MOTION FOR TEMPORARY RESTRAINING ORDER, ASSET FREEZE AND OTHER RELIEF AND MEMORANDUM OF LAW

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I. INTRODUCTION

The Securities and Exchange Commission (the "Commission" or "SEC") moves this Court for a Temporary Restraining Order, Asset Freeze, and other emergency relief pursuant to Rule 65 of the Federal Rules of Civil Procedure ("Emergency Motion") and Local Rule 7.1 to prevent Defendants PreIPO Corp. ("PreIPO"), John A. Mattera ("Mattera"), and David P. Grzan ("Grzan") (collectively, "Defendants"), from continuing to defraud investors in connection with their fraudulent offer and sale of securities, and to prevent them from further misuse and misappropriation of investor funds.

Specifically, from at least March 2022 and continuing through the present, Defendants have raised at least $4.2 million from at least 50 investors residing in various states, including several in Florida, through an unregistered fraudulent securities offering. The securities are in the form of common stock in PreIPO. PreIPO claims to have developed an online platform offering access to shares in private companies before their initial public offerings. The purported purpose of the offering is to fund the development of this platform and the company's business operations.

PreIPO, Mattera, and Grzan have made material misrepresentations and omissions to investors and are engaging in a scheme to defraud and a course of conduct designed to deceive investors. Specifically, Defendants have made misstatements regarding PreIPO's management and have omitted to disclose that Mattera, previously convicted for securities fraud and permanently enjoined from committing securities fraud—charges which included using investor money to sustain a lavish lifestyle—is acting as the *de facto* Chief Executive Officer ("CEO") of the company. Defendants have also made misstatements regarding the use of investor funds. Specifically, investors have not been told that only a small portion of the offering proceeds were used to fund the development of PreIPO's online platform and that the company has generated no

revenues from any of its business ventures. Instead, PreIPO has made undisclosed payments totaling at least $1.7 million—approximately 42% of the investors' money—to Mattera, Grzan, and three other officers of the company out of the $4.2 million of investor funds. And, once again, Mattera is pilfering investor money for his own personal use.

As a result of the conduct alleged in the Complaint, Defendants have violated Sections 5(a) and 5(c) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. §§ 77e(a) and 77e(c)]; Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)]; and Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act")[15 U.S.C. § 78j(b)], and Exchange Act Rule 10b-5 [17 C.F.R. § 240.10b-5]. Mattera also, directly and indirectly, violated Exchange Act Section 10(b) and Rule 10b-5 thereunder as a control person of PreIPO under Section 20(a) of the Exchange Act [15 U.S.C. § 78t(a)]. To halt this ongoing offering fraud, protect investors, and preserve investor assets, the Commission seeks emergency relief, including preliminary injunctive relief, asset freezes, an accounting, and an order prohibiting the destruction of documents.

II. DEFENDANTS AND RELIEF DEFENDANTS

A. Defendants

1. **PreIPO** is a Wyoming corporation formed in March 2021, with its principal place of business in Boca Raton, Florida.[1] PreIPO applied as foreign corporation for authorization to transact business in Florida in September, 2022.[2] PreIPO and its securities have never been registered with the Commission in any capacity.[3] At no point from its incorporation through the present, was Mattera listed as an officer, director, registered agent or otherwise for PreIPO.[4]

[1] Declaration of David P. Staubitz ("Exhibit A"), ¶ 6.b.
[2] *Id.*, ¶ 6.a.
[3] Declaration of Magaly Ordaz ("Exhibit C").
[4] Exhibit A, ¶¶ 6.a., 6.b.

2. **Mattera**, 61, is a resident of Boca Raton, Florida. In August 2010, Mattera was permanently enjoined from violating the registration and antifraud provisions of the Securities Act of 1933 ("Securities Act") and the antifraud provisions of the Securities Exchange Act of 1934 ("Exchange Act") and a permanent penny stock bar was imposed against him in a civil action brought by the Commission alleging that he engaged in a fraudulent scheme involving the issuance of bogus promissory notes and unregistered stock distributions.[5]

3. In June 2013, Mattera was sentenced based on his conviction after pleading guilty to securities fraud, wire fraud, and money laundering charges in a criminal action alleging that he defrauded investors out of $13 million through false claims of ownership of stock in various private companies before their initial public offerings[6]—a very close cousin to the conduct Mattera is engaging in now. He was accused of spending nearly $4 million on personal items for him and his family, such as expensive jewelry, interior decorating, and luxury cars.[7] Mattera was sentenced to 11 years in prison, and an Order of Forfeiture was also thereafter entered against him for $11,800,000.[8] Mattera completed his sentence on March 12, 2021, and is currently in the midst of serving three years of supervised release.[9] Based on that same conduct to which he pled guilty, in December 2013, Mattera was again permanently enjoined from violating the registration and antifraud provisions of both the Securities Act and the Exchange Act in a parallel civil action brought by the Commission.[10]

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[5] *Id.*, ¶ 9.a.
[6] *Id.*, ¶ 7.b.
[7] *Id.*, ¶ 7.a.
[8] *Id.*, ¶¶ 7.b., 7.c.
[9] *Id.*, ¶¶ 7.b., 7.d.
[10] *Id.*, ¶ 7.f.

4. **Grzan**, 62, is a resident of West Palm Beach, Florida. Grzan has held the titles of President, Chairman and CEO of PreIPO since August 2022.[11] Between July 1986 and July 2016, Grzan was previously associated with various registered broker-dealers as a registered representative.[12] From approximately November 2022 through June 2023, Grzan was associated with a registered broker dealer based in Connecticut.[13]

B. Relief Defendant

5. **Boss Global** is a Florida corporation with its principal place of business in Boca Raton, Florida.[14] Mattera owns and controls Boss Global, and he and his wife are its sole officers.[15] Boss Global received at least $859,000 in ill-gotten gains in the form of proceeds from PreIPO's securities offering.[16] Boss Global serves no business function, provides no products or services, and its predominant source of funding is that from PreIPO.[17]

III. VENUE

6. This Court has personal jurisdiction over the Defendants, and venue lies in the Southern District of Florida because most of the transactions and acts constituting violations of the Securities Act and the Exchange Act occurred in this District. Further, Mattera and Grzan reside in the District, and PreIPO—the company through which the Mattera and Grzan defrauded investors—has its principal place of business in the District.[18]

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[11] *Id.*, ¶¶ 6.a., 10.
[12] Exhibit C, ¶ 6.
[13] *Id.*
[14] Exhibit A, ¶ 6.c.
[15] *Id.*
[16] Declaration of Mark Dee ("Exhibit B"), ¶9.
[17] Exhibit A, ¶ 13; Exhibit C, ¶ 9.
[18] Exhibit A, ¶¶ 6.a., 6.b., 11.b.

IV. FACTUAL ALLEGATIONS

A. Background

7. PreIPO purports to operate an online platform that offers investors access to shares in private companies before their initial public offerings:[19]



8. In marketing materials, PreIPO claims that it expects to receive revenue in the form of subscription fees paid for use of its trading platform and proprietary rating software by institutional investors and broker dealer firms, as well as from trading the private company shares on the secondary market on PreIPO's own account.[20]

9. Further, on PreIPO's website, on its "Seed Round" tab, PreIPO is actively soliciting investors for its Series A funding as follows:[21]

[19] *Id.*, ¶ 10.
[20] *Id.*, ¶ 11.a.
[21] *Id.*, ¶ 10.



10. Grzan is referenced as CEO in various locations on Pre-IPO's website, for example in recent press releases and its "Company Deck" where it seeks funding as indicated here:[22]

11. Mattera's involvement in PreIPO is not disclosed anywhere on its website nor was it disclosed in any of its offering or marketing materials.[23] Further, no publicly filed incorporation documents or required annual reports filed with either the states of Wyoming or Florida contain Mattera's name.[24] It is impossible for an investor to learn that Mattera is involved with PreIPO.

[22] *Id.*
[23] *Id.*, ¶ 12.
[24] *Id.*, ¶¶ 6.a., 6.b.

B. Mattera Controls PreIPO

12. PreIPO was incorporated in March 2021 which was approximately nine months after Mattera completed an 11 year sentence in federal prison.[25] The indictment alleged that Mattera and his co-conspirators made misrepresentations to investors by offering the chance to invest in special purpose entities controlled by Mattera, which falsely represented they owned shares in the stock of then-private companies such as Facebook and Groupon.[26] However, Mattera knew that the entities he controlled did not own such stock.[27] Instead of holding the investors' money in escrow, Mattera pilfered their funds, spending millions on personal items for himself and his family.[28]

13. Yet, a mere nine months after completing his prison sentence, while still in the midst of his three-years of supervised release period, and also under the constraints of a permanent injunction to not engage in securities fraud again, Mattera created PreIPO.[29] Mattera knew because of his past that he would not be able to attract investors if his name was associated with PreIPO, so he recruited front-men to be the listed founders and public faces of the company.[30]

14. While Mattera's name was hidden from public view, this was only form over substance, as Mattera controls PreIPO, the company he founded. In fact, in PreIPO's Capitalization Table ("Cap Table"), which is a spreadsheet or table showing the equity ownership capitalization for a company, nearly 57% of the pre-financing equity in PreIPO is owned by Testudo Trust LTD ("Testudo Trust"), and 51% of the post-financing equity is owned by Testudo

[25] *Id.*, ¶¶ 6.b., 8
[26] *Id.*, ¶ 7.a.
[27] *Id.*, ¶¶ 7.a., 7.b.
[28] *Id.*
[29] *Id.*, ¶ 7.b.
[30] *Id.*, ¶ 18, pp. 93:25-94:18.

Trust. Testudo Trust is listed as the "Founder" on the Cap Table.[31] Testudo Trust's sole beneficiary is Mattera.[32] The next closest equities for pre-financing and post-financing are 17% and 15%, respectively.[33]

15. Consistent with his equity share of PreIPO, Mattera is responsible for making every major decision of PreIPO, including:

- Having the sole power to hire and fire employees at PreIPO, including its CEO;[34]
- Requiring his approval for any expenditure of funds, including compensation, expense reimbursements, as well as payments to outside vendors;[35]
- Requiring that he be contemporaneously supplied with copies of all company bank statements and financial information for his review;[36]
- Reviewing all marketing materials and offering memoranda prior to them being sent out to investors.[37]

16. PreIPO is Mattera's company—the investing public just does not know it and they are being deceived. To wit, for every dollar that investors give to PreIPO, within 24 hours, at least 13.6% and up to 14.9% of their contribution are wired directly to either Mattera's personal account or to Relief Defendant Boss Global, his alter ego.[38] Grzan and all the other officers each receive at least 4.5%.[39]

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[31] *Id.*, ¶ 11.a.
[32] *Id.*, ¶ 18, pp. 47:23-48:12; 152:15-154:12.
[33] *Id.*, ¶ 11.a.
[34] *Id.*, ¶ 18, pp. 33:1-9; 34:22-35:9.
[35] *Id*¶ 11.c., 11.d., 11.e., 11.f., 11.g.
[36] *Id.*, ¶ 11.h; ¶ 18, pp.76:24-77:23.
[37] *Id.*, ¶ 11.a; ¶ 18, pp.145:16-146:3.
[38] *Id.*, ¶ 11.c., 11.d.; ¶ 18, pp.37:19-40:10.
[39] *Id.*

C. Defendants Raised At Least $4.2 Million from At Least 50 Investors Through an Unregistered Securities Offering

17. From at least March 2022 and continuing through the present, PreIPO, through Mattera and Grzan have raised at least $4.2 million from at least 50 investors residing in various states, including several in Florida, through sales of securities in an unregistered offering.[40] PreIPO describes an investment into it as an offering of shares of common stock in PreIPO, and asserts that these securities being offered are exempt from registration.[41]

18. This offering has not been registered with the Commission.[42] Instead, PreIPO filed a Form D Notice of Exempt Offering of Securities in April 2022 ("Form D") and a slightly amended Form D in October 2022, claiming exemption from registration, with the intent to raise up to $8.75 million from investors.[43] PreIPO offered its common stock to investors at a price of $5.33 per share.[44]

19. Through April 2023, PreIPO has not generated any revenues from its business operations.[45]

20. The offering materials that PreIPO has distributed to investors include a "confidential private placement memorandum," other marketing materials, a "subscription agreement," and a "purchaser questionnaire," which is a "check-the-box" type self-certification accredited investor questionnaire. [46] In reality, Defendants have taken no steps to verify whether

[40] *Id.*, ¶ 11.b., Exhibit B, ¶ 6.
[41] Exhibit A, ¶ 11.b.
[42] Exhibit C, ¶¶ 3-5.
[43] Exhibit C, ¶ 7.
[44] *Id.*
[45] Exhibit B, ¶ 7
[46] Exhibit A, ¶ 11.b.

investors actually qualify as accredited investors and are simply relying on the representations from investors who merely check the box that they are accredited.[47]

21. Grzan held sole responsibility for drafting all offering materials, including the private placement memoranda, business plan, and other marketing materials sent to investors.[48] Grzan provided these documents to Mattera, who confirmed that Grzan had done a "great job," before they were used in soliciting investors.[49]

22. PreIPO has solicited investors through various methods, including an in-house team of sales agents who are "cold calling" prospective investors.[50] Grzan supervised the sales agents and acted as the "closer" on calls with potential investors.[51] Specifically, sales agents have been instructed to pass the phone to Grzan to complete sales of securities to interested investors.[52]

23. In addition to using sales agents, PreIPO has also solicited investors through its website. On the website, investors are told that "[a]fter completing the $8.75M Seed round, PreIPO Corp. will be ideally positioned to fund massive growth through revenue generation" and that the company "is ready to transact its [approximately] $1B of private investment deals for revenue generation."[53]

24. Investors sent their money to PreIPO predominantly via wire transfer, otherwise via check.[54] Investor funds were then deposited into PreIPO's bank accounts, on which Grzan is a signatory.[55] Mattera is not a named as a signatory on any of PreIPO's bank accounts.[56] Yet, in

[47] *Id.*, ¶¶ 11.b, ¶18, pp 158:17-160:3.
[48] *Id.*, *Id.*, ¶ 18, pp 144:11-146:21; 157:24-158:6.
[49] *Id.*, ¶ 11.a.
[50] *Id.*, ¶ 18, pp 78-12-81:5.
[51] *Id.*,
[52] *Id.*,
[53] *Id.*, ¶ 10.
[54] Exhibit B, ¶ 6.
[55] Exhibit A, ¶¶ 14, 15, 17; Exhibit B, ¶ 6.
[56] Exhibit A, ¶¶ 14, 15, 17.

March 2023, Mattera's wife, who had never been an officer or director of PreIPO, was added as a signatory on PreIPO's primary Bank of America account.[57]

D. Defendants Made Material Misrepresentations and Omissions to Investors in Connection with the Offering of PreIPO's Securities

(1) Defendants' Misstatements Regarding PreIPO's Management

25. Defendants PreIPO, Mattera, and Grzan have made misstatements and omissions to investors and prospective investors regarding the identity of PreIPO's highest-ranking executive officer. Specifically, PreIPO's offering materials and website identify Grzan as being the company's CEO and include a biography that touts Grzan's experience as a "Serial C-Suite executive in the investment banking, private equity, and commercial banking sectors."[58] Prior iterations of the offering materials used until August 31, 2022, identified a different individual as the company's CEO.[59]

26. These statements made to investors regarding the company's management are false and misleading. In reality, Mattera, a securities recidivist, is and has been at all times, the *de facto* CEO of PreIPO. Mattera has exercised complete control over all aspects of PreIPO's business and operations and he is responsible for making or approving every major decision for the company. In fact, Mattera fired the former purported CEO of PreIPO after a disagreement and replaced him with Grzan.[60]

(2) Defendants' Misstatements and Omissions Regarding Use of Investor Funds

27. Defendants PreIPO, Mattera, and Grzan have made misstatements and omissions regarding the use of investor proceeds and are misusing investor funds. The private placement

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[57] *Id.*, ¶¶ 6.a., 6.b., 14.
[58] *Id.*, ¶¶ 10, 11.a.
[59] *Id.* ¶ 11.a.
[60] *Id.*, ¶ 18, pp. 33:1-9; 34:22-35:9.

memoranda (PPM) provided to investors include a "Use of Proceeds" section that specifically states:

> Proceeds from the Offering will be used to pay the costs of the Offering, for working capital, including, expansion of the management team development of the operating platform and business-related costs and expenses.[61]

28. This representations are false and misleading. PreIPO's PPM and other offering materials fail to disclose to investors that of the $4.2 million raised from investors, $1.76 million of investor funds—42%—was paid to Mattera, Grzan and three other PreIPO officers.[62] The payments specific to Mattera and Grzan totaled approximately $875,750 and $270,000, respectively.[63] Out of Mattera's $875,750, Boss Global, which has no apparent business function and acts as Mattera's alter-ego, received approximately $859,000 for no apparent legitimate purpose.[64] And, true to Mattera's modus operandi for which he has been criminally convicted and also subject to a permanent injunction from the Commission, Mattera has used investor money for his own personal use, spending at least $450,000 towards credit card bills and also spending toward financing high-end vehicles, amongst other expenditures.[65]

29. Finally, only about $244,000 has been spent on trying to develop PreIPO's online platform, which amounts to less than 6% of investor funds received.[66] Indeed, Mattera's actual business plan appears to be to continue to raise investor money for his own personal consumption while spending minimum amounts on PreIPO's actual functionality.[67]

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[61] *Id.*, ¶ 11.b.
[62] Exhibit B, ¶ 8.
[63] *Id.*
[64] *Id.*, ¶ 9; Exhibit A, ¶ 13.
[65] Exhibit B, ¶ 9.
[66] *Id.*, ¶ 10.
[67] *Id.*, ¶ 18, pp 61:7-65:7.

V. MEMORANDUM OF LAW

A. Standard for Obtaining a Temporary Restraining Order

Section 20(b) of the Securities Act, 15 U.S.C. § 77t, and Section 21(d) of the Exchange Act, 15 U.S.C. § 78u(d), provide that in Commission actions the Court shall grant injunctive relief upon a proper showing. *SEC v. Shiner*, 268 F. Supp. 2d 1333, 1340 (S.D. Fla. 2003). This "proper showing" has been described as "a justifiable basis for believing, derived from reasonable inquiry or other credible information, that such a state of facts probably existed as reasonably would lead the SEC to believe that the defendants were engaged in violations of the statutes involved." *SEC v. Gen. Int'l Loan Network, Inc.*, 770 F. Supp. 678, 688 (D.D.C. 1991).

The Commission is entitled to a temporary restraining order if it establishes (1) a *prima facie* case showing the Defendants have violated the securities laws, and (2) a reasonable likelihood they will repeat the wrong. *Shiner*, 268 F. Supp. 2d at 1340. The Commission appears "not as an ordinary litigant, but as a statutory guardian charged with safeguarding the public interest in enforcing the securities laws." *SEC v. Lauer*, No. 03-80612-CIV-MARRA, 2008 WL 4372896, at *24 (S.D. Fla. Sept. 24, 2008), *aff'd*, 478 Fed. Appx. 550 (11th Cir. 2012). The Commission, therefore, faces a lower burden than a private litigant when seeking an injunction, and need not meet the requirements for an injunction imposed by traditional equity jurisprudence. *Hecht Co. v. Bowles,* 321 U.S. 321, 331 (1944); *SEC v. J.W. Korth & Co.*, 991 F. Supp. 1468, 1472 (S.D. Fla. 1998). Unlike private litigants, the Commission need not demonstrate irreparable harm or the unavailability of an adequate remedy at law. *Hecht*, 321 U.S. at 331; *J.W. Korth*, 991 F. Supp. at 1473. Nor is it required to show a balance of equities in its favor. *SEC v. U.S. Pension Trust Corp.*, No. 07-22570-CIV-MARTINEZ, 2010 WL 3894082, at *22 (S.D. Fla. Sept. 30, 2010) *aff'd sub nom.*; *SEC v. U.S. Pension Trust Corp.*, 444 Fed. Appx. 435 (11th Cir. 2011).

The Commission's evidence in this case warrants entry of the requested injunctive relief on all applicable grounds. The declarations and their supporting exhibits attached to this Emergency Motion demonstrate that Defendants are violating the anti-fraud and registration provisions of the federal securities laws, and will continue to violate them if the Court does not immediately restrain and enjoin them.

B. The SEC has Established *Prima Facie* Violations of the Securities Laws

The Commission has met its burden of establishing a *prima facie* showing of violations of the antifraud and registration provisions of the securities laws as alleged in the Complaint and this motion. As an initial matter, the alleged violations all require that the investment in question be a "security" and that interstate commerce (or the mails) have been used.

1. Investments in PreIPO are Investment Contracts and are therefore Securities under *Howey*

The investments in PreIPO constitute investment contracts and are, therefore, securities under *SEC v. W.J. Howey Co.*, 328 U.S. 293, 298-99 (1946). Under the *Howey* test, an investment contract exists if there is: (a) an investment of money; (b) in a common enterprise; (c) based on the expectation of profits to be derived from the entrepreneurial or managerial efforts of others. *See SEC v. Friendly Power Co., LLC*, 49 F. Supp. 2d 1363, 1368 (S.D. Fla. 1999).

The investments in PreIPO satisfy all three elements of the *Howey* test. First, investors committed funds to participate in an investment opportunity.[68] *See SEC v. Unique Fin. Concepts, Inc.*, 119 F. Supp. 2d 1332, 1337 (S.D. Fla. 1998), *aff'd*, 196 F.3d 1195 (11th Cir. 1999) ("All that is required is that the investor give up some tangible and definable consideration."). The

[68] Section IV.C ¶¶ 17, 18, 20, 23.

first element is satisfied because investors committed funds to participate in an investment opportunity.

For the second prong, the Eleventh Circuit has held that "broad vertical commonality" is sufficient to satisfy *Howey*'s common enterprise element. *Unique*, 196 F.3d at 1200 n.4. Broad vertical commonality requires only a finding that investors' fortunes are linked to the efforts of the promoter or third parties. *Id.*; *see also SEC v. ETS Payphones, Inc.*, 408 F.3d 727, 732 (11th Cir. 2005).

Here, broad vertical commonality exists because the investors' fortunes were inextricably tied to the success or failure of PreIPO's management. Investors were simply investing in PreIPO's platform, and it was up to PreIPO management to grow the platform and to attract private companies, customers and website traffic.[69] Investors had no input or control. *See Unique*, 196 F.3d at 1199-1200 (finding commonality where defendant's clients "were not in a position to assume or maintain any substantial degree of control over their investment.").

The third *Howey* prong is met because investors were led to expect profits from the investor agreements based on the efforts of Defendants. The inquiry is "whether the efforts made by others are the undeniably significant ones, those essential managerial efforts which affect the failure or success of the enterprise." *Unique*, 196 F.3d at 1201. Here, investors expected a return on their investment based solely on PreIPO and its management to generate profits. The role of investors here was limited to simply investing money into PreIPO's business venture and expecting a subsequent return.[70]

[69] Section IV.A. ¶¶ 8-11.

[70] Section IV.D ¶¶ 25-29.

2. PreIPO's Offering Materials Identified the Common Shares as Securities

Defendants' own characterization of investments into PreIPO as an offering of shares of common stock in PreIPO being are exempt from registration under the federal securities laws is further indication that PreIPO was offering securities.[71] Where, as here, there are "no countervailing factors that would [lead] a reasonable person to question this characterization," the offering should be considered a security. *Diaz Vicente v. Obenauer,* 736 F. Supp. 679, 693 (E.D. Va. 1990), quoting *Reves v. Ernst & Young,* 494 U.S. 56, 68 (1990).

3. Defendants are using Interstate Commerce

The interstate commerce requirement is satisfied by PreIPO's sale of its investment programs to individuals in several states and their use of the internet to solicit investors. *SEC v. Spinosa*, No. 13-62066-CIV, 2014 WL 2938487, at *4 (S.D. Fla. June 30, 2014) (use of internet satisfied interstate commerce requirement).

4. Defendants are violating Section 17(a) of the Securities Act and Section 10(b) and Rule 10b-5 of the Exchange Act

Section 17(a) of the Securities Act and Section 10(b) and Rules 10b-5(a)-(c) of the Exchange Act prohibit essentially the same type of conduct. *U.S. v. Naftalin*, 441 U.S. 768, 773 n. 4 (1979); *Unique*, 119 F. Supp. 2d at 1339. The language of these provisions is "expansive" and "capture a wide range of conduct." *Lorenzo v. SEC*, 139 S. Ct. 1094, 1101-02 (2019). In *Lorenzo*, the Supreme Court recognized that there is "considerable overlap among the subsections of Rule 10b-5 and Section 17(a), and thus the same underlying conduct may establish a violation of more than one subsection.

[71]Section IV.C ¶¶ 17-24.

Section 17(a) of the Securities Act makes it unlawful in the "offer or sale" of securities to: (a) "employ any device, scheme, or artifice to defraud;" (b) "obtain money or property by means of any untrue statement of a material fact or any [material] omission;" or (c) "engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon the purchaser." 15 U.S.C. § 77q(a)(1)-(3). A showing of scienter is required under Section 17(a)(1), but Sections 17(a)(2) and (a)(3) require only a showing of negligence. *Aaron v. SEC*, 446 U.S. 680, 697 (1980).

Section 10(b) of the Exchange Act and Rule 10b-5 render it unlawful, "in connection with the purchase or sale" of securities, to: (a) employ any device, scheme, or artifice to defraud; (b) make any untrue statement or omission of material fact; or (c) engage in any act, practice, or course of business which operates or would operate as a fraud or deceit on any person. 15 U.S.C. § 78j(b); 17 C.F.R. § 240.10b-5. A showing of scienter is required under Section 10(b) and Rule 10b-5 thereunder. *SEC v. Corporate Relations Group*, No. 6:99-cv-1222, 2003 WL 25570113, at *7 (M.D. Fla. Mar. 28, 2003).

Unlike private securities actions, the SEC need not prove reliance or injury under Section 17(a), Section 10(b), or Rule 10b-5. *SEC v. Morgan Keegan & Co., Inc.*, 678 F.3d 1233, 1244 (11th Cir. 2012).

a) Defendants' Misrepresentations and Omissions

(1) Defendants' Misstatements Regarding PreIPO's Management

Defendants PreIPO, Mattera, and Grzan have made misstatements and omissions to investors and prospective investors regarding the identity of PreIPO's highest-ranking executive officer.[72] Mattera, previously convicted of securities fraud, and under the constraints of a

[72] Section IV.A ¶ 11; Section IV, B ¶ 14; Section IV, D ¶ 25.

permanent injunction, was completely hidden from public view.[73] Front-men such as Grzan indicated to the public that he was the CEO, when in truth and in fact, Mattera was calling all the shots.[74] Mattera, through his trust, owned a majority of the equity in PreIPO.[75] And Grzan perpetuated this fraud, acting as the "closer" on investor calls.[76]

(2) Defendants' Misstatements and Omissions Regarding Use of Investor Funds

Defendants PreIPO, Mattera, and Grzan have made misstatements and omissions regarding the use of investor proceeds and are misusing investor funds. The private placement memoranda (PPM) provided to investors include a "Use of Proceeds" section that specifically made false and misleading representations.

PreIPO's PPM and other offering materials fail to disclose to investors that of the $4.2 million raised from investors, $1.76 million of investor funds—42%—was paid to Mattera, Grzan and three other PreIPO officers.[77] The payments specific to Mattera and Grzan totaled approximately $875,750 and $270,000, respectively.[78] And, true to Mattera's modus operandi for which he has been criminally convicted and also subject to a permanent injunction from the Commission, Mattera has used investor money for his own personal use, spending at least $450,000 towards credit card bills and also spending toward financing high-end vehicles, amongst other expenditures.[79]

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[73] Section II.A., ¶¶ 2, 3; Section IV.B ¶¶ 12-13.
[74] Section IV.B ¶¶ 14-15; Section IV, D ¶ 26.
[75] Section IV.B ¶¶ 14, 16.
[76] Section IV.C ¶21-24.
[77] Section IV.D ¶ 28.
[78] Section IV.D ¶¶ 28, 29.
[79] Section IV.D ¶ 28.

Finally, only about $244,000, a mere 6% of money raised, has been spent on trying to develop its online platform despite representations that investor funds would be dedicated to developing PreIPO's platform.[80]

b) The Misrepresentations and Omissions were Material

A false statement or omission must be material for a defendant to be liable for it. The test for materiality is "whether a reasonable man would attach importance to the fact misrepresented or omitted in determining his course of action." *SEC v. Merch. Capital, LLC*, 483 F.3d 747, 766 (11th Cir. 2007) (citation omitted). In other words, information is material if a reasonable investor would consider it significant to making an investment decision. *Basic v. Levinson*, 485 U.S. 224, 230 (1988).

Mattera's criminal history as someone who was in federal prison for 11 years and is still on supervised release for securities fraud and is subject to an $11.8 million forfeiture, is certainly material. *See, SEC v. Complete Bus. Sols. Grp., Inc.*, 538. F. Supp. 3d, 1309, 1331 (S.D. Fla. 2021) (holding that reasonable minds could conclude that the defendant's criminal history was material to investors) citing *SEC v. Prater,* 289 F. Supp. 3d 39, 52-53 (D. Conn. 2003) ("The failure to disclose anywhere on the websites or in other materials any information about [Defendant's] extensive criminal history, including convictions for fraud, would certainly constitute a material omission which a reasonable investor might view as important in deciding whether to trust their money with [Defendant] or his company."); *SEC v. Cap. Cove Bancorp, LLC,* No. 15-00980, 2015 WL 9704076, at *6 (C.D. Cal. Sept. 1, 2015) (finding that in using an alias, defendant "omitted and never disclosed [his] criminal history when soliciting investments" and that this omission was

[80] Section IV.D ¶ 29.

material); *United States v. Hatfield,* 724 F. Supp. 2d 321, 328 (E.D.N.Y. 2010) ("It is well-settled that information impugning management's integrity is material to shareholders.").

Further, "[m]isrepresentations regarding the use of investors' funds are material." *SEC v. LottoNet Operating Corp.*, No. 17-21033-CIV-LENARD/GOODMAN, 2017 WL 6949289, at *13 (S.D. Fla. Mar. 31, 2017) (report and recommendation), *adopted* 2017 WL 6989148 (S.D. Fla. Apr. 6, 2017); *SEC v. Smart*, 678 F.3d.850, 857 (10th Cir. 2012) (the fact money was not being used as represented would be material to a reasonable investor). Misappropriation of funds by the issuer's principal are material. *U.S. v. Lochmiller*, 521 Fed. Appx. 687, 691-92 (10th Cir. Apr. 15, 2013) (upholding conspiracy to commit securities fraud conviction because, among other things, defendant made material misrepresentations when he told investors he would use money for low-income housing but instead used it for personal gain); *LottoNet*, 2017 WL 6949289, at *14 ("Any reasonable investor would want to know that Defendants were not, as Defendants represented, spending investor funds to develop the Company, but were instead using 35 percent of investors' money to pay sales agents for soliciting their investments.").

PreIPO's officers, siphoning 42% of investor money for themselves, including Mattera who took up to nearly 15%, without disclosure they were doing so, is material. Furthermore, Mattera using investors' money as his own personal piggy bank without disclosure is similarly material.

c) Defendants' Scheme to Defraud

Defendants perpetuated their scheme to defraud investors through their material misstatements and omissions discussed above. *See Lorenzo*, 139 S. Ct. at 1101-02 (knowing dissemination of misrepresentations with an intent to deceive violates Rule 10b-5(a) and (c) and

Section 17(a)(1)); *see also Malouf v. SEC*, 933 F.3d 1248, 1260 (10th Cir. 2019) (applying *Lorenzo* to Section 17(a)(3) because it "is virtually identical to Rule 10b-5(c)").

The Defendants' scheme was executed by holding out PreIPO as a legitimate investment with a legitimate and highly qualified executives in place to steer PreIPO's success.[81] However, Defendants schemed to completely hide Mattera's involvement and association with PreIPO.[82] And Mattera's involvement was not peripheral—Mattera was in charge of all major functions of PreIPO and in-fact owned a majority equity share in PreIPO through his trust. Grzan not only allowed this charade to continue to the detriment of investors, but helped secure investors for PreIPO.[83]

Moreover, the Defendants and three other PreIPO officers diverted an exorbitant amount of money for themselves, including Mattera's up to nearly 15%—all done with Grzan's knowledge as the CEO of PreIPO, who had access and was a signatory to PreIPO's bank accounts.[84] *See e.g., SEC v. Zanford*, 535 U.S. 813, 821-22 (2002) (misappropriation of client's securities for personal use states a claim for scheme to defraud).

d) Defendants Acted with Scienter

Scienter is a state of mind embracing intent to deceive, manipulate, or defraud. *Ernst & Ernst v. Hochfelder*, 425 U.S. 185, 193 (1976). The Commission may establish scienter for violations of Section 17(a)(1) of the Securities Act and Rule 10b-5 of the Exchange Act by "a showing of knowing misconduct or severe recklessness." *SEC v. Monterosso*, 756 F.3d 1326, 1335 (11th Cir. 2014) (quoting *SEC v. Carriba Air, Inc.*, 681 F.2d 1318, 1324 (11th Cir. 1982)). As noted above, Section 17(a)(2) and (3) of the Securities Act require a showing of negligence.

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[81] Section IV.A ¶¶ 7-10; Section IV.D. ¶ 25.
[82] Section IV.A ¶¶ 10, 11; Section IV.C ¶¶ 21, 24; Section IV.D. ¶ 25.
[83] Section IV.C ¶¶ 15, 21, 22.
[84] Section IV.C. ¶ 24.

The Defendants knew or were reckless in not knowing that the omissions and representations made (and not made) to investors were false. Grzan prepared all PreIPO offering material to investors, and Mattera reviewed them all before investors received them. [85] Yet *none* of these materials gave investors any indicia that Mattera, previously convicted for securities fraud, was in charge of PreIPO. Grzan was a signatory on all of PreIPO's bank accounts.[86] And Mattera had access to these accounts and reviewed them and his wife was added to PreIPO's primary Bank of America account.[87] All of this was done to enhance the chances that individuals would invest in PreIPO. *See e.g., In re Sunbeam Sec. Litig.*, 89 F. Supp. 2d 1326, 1340 (S.D. Fla. 1999) (finding that the scienter of corporate officers is properly imputed to the corporation). Scienter is present here.

5. Mattera is a Control Person under Section 20(a) of the Exchange Act

A defendant is liable as a controlling person where the controlled person violated the securities laws, if the defendant, "had the power to control the general affairs of the entity primarily liable at the time the entity violated the securities laws. . .[and] had the requisite power to directly or indirectly control or influence the specific corporate policy which resulted in the primary liability." *Brown v. The Enstar Grp.*, 84 F. 3d 393, 397 (11th Cir. 1986). As the Court pointed out in *SEC v. Huff,* 758 F.Supp.2d 1288, 1344 (S.D. Fla.), "[t]he legislative purpose in enacting a control liability provision was to prevent people and entities from using straw parties, subsidiaries, or other agents acting on their behalf to accomplish ends that would be forbidden directly by the securities laws." (citing H.R. Rep. No. 73-152, at 12 (1933). This is precisely what Mattera is doing.

[85] Section IV.C ¶ 21.
[86] Section IV.C ¶ 24.
[87] Section IV.C ¶ 24.

Mattera controls PreIPO from the shadows. He has the majority equity stake in PreIPO, he has the sole power to hire and fire employees, controls all expenditures, has unfettered access to its bank accounts, and reviews all marketing materials and offering memoranda before being sent out to investors, and receives the highest percentage of investors' funds—that being triple any other officer.[88] Yet, he is nowhere to be found in any publicly filed documents, in PreIPO's website, nor in any its marketing materials.[89] Mattera's liability as a control person under Section 20(a) of the Exchange Act is textbook. *See Huff,* 758 F.2d at 1344 (finding control person liability where the defendant, in addition to being described as the 'puppet master' by co-workers, appointed board members, entered into a contract with the company with an entity the defendant controlled that served no business purposes, received weekly reports regarding the company's business, reviewed and approved the company's public filings, and participated in the marketing of the company's securities).

6. Defendants are Violating Section 5 of the Securities Act

Sections 5(a) and Section 5(c) of the Securities Act require that every offer and sale of securities must be either registered or validly exempted from registration. To establish a *prima facie* case for a Section 5 violation, the Commission must prove that the defendant, directly or indirectly, (a) offered or sold a security; (b) using interstate commerce; while (c) no registration statement was filed or in effect as to the transaction. *SEC v. Calvo*, 378 F.3d 1211, 1214 (11th Cir. 2004). The Commission is not required to prove scienter. *Id.* Once the Commission has established a *prima facie* case, the burden of proof shifts to the defendant to show that an exemption or safe harbor from registration is available for the offer or sale of the security. *SEC v. Ralston Purina Co.*, 346 U.S. 119, 126 (1953).

[88] Section III.A. ¶¶ 14-16; Section III.D. ¶ 26.
[89] Section II.A. ¶¶ 10, 11, 13, 24.

Defendants are violating this provision because investments in PreIPO are not registered and no exemption from registration is in effect.[90] The exemptions from registration pursuant to Section 4(a)(2) of the Securities Act and Rules 504, 505, and 506(b) of Regulation D thereunder were unavailable to PreIPO for the sale of its securities because of the general solicitation by Defendants through their website and other marketing materials where they advertised PreIPO's business and investors' ability to make money through their investments with PreIPO.[91]

The intrastate offering exemptions of 3(a)(11), Rule 147, and Rule 147A are likewise not available because Defendants sold the securities in several states.[92] Furthermore, the exemption under Rule 506(c) is unavailable because there is no indication that Defendants took reasonable steps to verify that investors were accredited. This exemption from registration requires both that "all purchasers of securities sold [pursuant to this exemption] …are accredited investors" and, separately, that issuers "take reasonable steps to verify that the purchasers of the securities are accredited investors." Rule 506(c) of Regulation D, 17 C.F.R. § 230.506(c). As a result, and as the Commission explicitly indicated in its adoption of Rule 506(c), the exemption is not satisfied if reasonable steps to verify are not taken, even if all investors happen to be accredited. *See Eliminating the Prohibition Against General Solicitation and General Advertising in Rule 506 and Rule 144A*, Rel. No. 33-9415, at 26 and n.101 (Jul. 10, 2013) (adopting release) (explaining that the two requirements are separate and independent and that treating them as such will avoid diminishing the incentive for issuers to undertake the reasonable verification steps envisioned by the statute).

No other exemption from registration was available for investments into PreIPO.

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[90] Section IV.C ¶ 18
[91] Section IV.A ¶¶ 7-9; Section IV.D. ¶ 23.
[92] Section IV.C ¶17.

C. An *Ex Parte* Temporary Restraining Order in Necessary

Based on the facts and law set forth above, the Commission has met its burden of showing: (1) there is *prima facie* evidence the Defendants are violating the securities laws; and (2) there is a reasonable likelihood they will continue to violate the law unless the Court immediately issues an *ex parte* temporary restraining order against Defendants. As the accompanying Certification Under Rule 65 explains in detail, the Commission has concerns the Defendants will dissipate investor assets if notice is provided. Mattera has already misappropriated hundreds of thousands of dollars for his personal use. And, given that the fraud is ongoing, the Commission respectfully requests that the Court enter the attached proposed order granting this temporary restraining order and entering the asset freeze without notice to the Defendants to prevent them from further misappropriating investor funds. The Commission will serve the Defendants with the pleadings and orders expeditiously, and the attached proposed order requests that the Court set a show cause hearing at which time the Defendants can appear and argue why the Court should not enter a preliminary injunction and further extend the asset freeze.

D. An *Ex Parte* Total Asset Freeze is Appropriate

The Court may order an asset freeze to ensure that a disgorgement award can be satisfied and to prevent further dissipation of investor funds. *ETS Payphones*, 408 F.3d at 734; *accord CFTC v. Levy*, 541 F.3d 1102, 1114 (11th Cir. 2008). "The SEC's burden for showing the amount of assets subject to disgorgement (and therefore available for freeze) is light: a reasonable approximation of a defendant's ill-gotten gains is required. Exactitude is not . . . ." *ETS Payphones*, 408 F.3d at 735 (cleaned up); *accord FTC v. IAB Mktg. Assocs., LP.*, 746 F.3d 1228, 1234 (11th Cir. 2014). The Commission's burden to demonstrate the potential for dissipation of funds is even lighter. *See FTC v. IAB Mktg. Assocs., LP,* 972 F. Supp. 2d 1307, 1313 n.3 (S.D. Fla. 2013) ("There

does not need to be evidence that assets will likely be dissipated in order to impose an asset freeze.") (citing *ETS Payphones,* 408 F.3d at 734, and *SEC v. Lauer*, 445 F. Supp. 2d 1362, 1367, 1370 (S.D. Fla. 2006)); *SEC v. Gonzalez de Castilla*, 145 F. Supp. 2d 402, 415 (S.D.N.Y. 2001) ("[T]he SEC must demonstrate only . . . a concern that defendants will dissipate their assets . . . .").

A total asset freeze is warranted when the assets to be frozen are worth less than the likely disgorgement award. *See SEC v. Lauer*, 478 F. App'x 550, 554 (11th Cir. 2012) (unpublished) ("[I]f potential disgorgement is greater than the value of the defendant's assets, the district court can order a full asset freeze"); *ETS Payphones*, 408 F.3d at 735-36 (affirming order that "froze all of [defendant's] assets" when estimated disgorgement and value of frozen assets were comparable); *IAB Marketing*, 972 F. Supp. 2d at 1313 (denying defendants' motion to "unfreeze" funds for living expenses where "Defendants' monetary liability greatly exceeds the frozen funds"). Furthermore, Defendants should not be permitted to use ill-gotten gains they have received to pay attorney's fees or living expenses. *See FTC v. RCA Credit Services, LLC*, No. 8:08-cv-2062-T-27MAP, 2008 WL 5428039, at *4 (M.D. Fla. Dec. 31, 2008) (defendants "may not use their victims' assets to hire counsel to help them retain the fruits of their violations"); *CFTC v. United Investors Group, Inc.*, No. 05-80002-CIV 2005 WL 3747596, at *1 n.1 (S.D. Fla. June 9, 2005) (refusing to except living expenses and counsel fees from asset freeze), *aff'd on other grounds sub nom. Levy*, 541 F.3d at 1102.

Here, the Commission has no information indicating that Defendants have assets in excess of the likely disgorgement award. Therefore, a total freeze is appropriate. If, in fact, Defendants have liquid assets in excess of the disgorgement amount, the freeze can be adjusted accordingly.

E. The Court Should Require Defendants to Provide Sworn Accountings

The Court should require Defendants to provide sworn accountings, which enable the Commission and the Court to determine the Defendants' profits, the present location of proceeds, and the Defendants' ability to repay. *See SEC v. Tannenbaum*, No. 99-CV-6050, 2007 WL 2089326, at *4 (E.D.N.Y. July 19, 2007); *SEC v. Lybrand*, No. 00-Civ.1387(SHS), 2000 WL 913894, at *12 (S.D.N.Y. July 6, 2000); *SEC v. Margolin*, No. 92 Civ 6307 (PKL), 1992 WL 279735, at *7 (S.D.N.Y. Sept. 30, 1992).

F. The Court Should Prohibit the Destruction of Records

An Order against Defendants prohibiting the destruction of records is appropriate to prevent the destruction of documents before this Court can adjudicate the Commission's claims, and to ensure that whatever equitable relief might ultimately be appropriate is available. *Shiner*, 268 F. Supp. 2d at 1345-46.

VI. CONCLUSION

For the forgoing reasons, the Court should grant the Commission's Emergency Motion.

LOCAL RULE 7.1(d) CERTIFICATION

After reviewing the facts and researching applicable legal principles, I certify that this motion in fact presents a true emergency (as opposed to a matter that may need only expedited treatment) and requires an immediate ruling because the Court would not be able to provide meaningful relief to a critical, non-routine issue after the expiration of seven days. I understand that an unwarranted certification may lead to sanctions.

Dated: August 14, 2023

Respectfully submitted,

By: _____

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INDEX IN SUPPORT

Exhibit A: Declaration of David P. Staubitz, Senior Counsel, SEC, with attachments No. 1 – 24;

Exhibit B: Declaration of Mark Dee, SEC Accountant; and

Exhibit C: Declaration of Magaly Ordaz, SEC Paralegal, with attachments Nos. 1 – 4.

Per Local Rule 5.4(d), the matter(s) shall remain sealed.
_____ years; _____ (specific date);
_____ permanently; _____ (other).

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.

__ SEALED
__ NOT SEALED

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

PREIPO CORP., JOHN A. MATTERA and DAVID P. GRZAN,

Defendants, and

BOSS GLOBAL ADVISORY GROUP, INC.,

Relief Defendant.

UNDER SEAL

ORDER GRANTING PLAINTIFF SECURITIES AND EXCHANGE COMMISSION'S EMERGENCY *EX-PARTE* MOTION FOR TEMPORARY RESTRAINING ORDER, ASSET FREEZE AND OTHER RELIEF

THIS CAUSE came before the Court upon Plaintiff Securities and Exchange Commission's Emergency *Ex Parte* Motion for Temporary Restraining Order, Asset Freeze, Other Relief and Memorandum of Law ("Emergency Motion") with respect to Defendants PreIPO Corp. ("PreIPO"), John A. Mattera ("Mattera"), and David P. Grzan ("Grzan") (collectively, "Defendants"), specifically seeking:

1. a Temporary Restraining Order;
2. an Order to Show Cause why a preliminary injunction should not be granted;
3. an Order freezing the assets of Defendants and Relief Defendant;
4. an Order requiring a sworn accounting; and
5. an Order prohibiting the destruction of documents.

The Court has considered the Commission's Complaint, the Emergency Motion, and the declarations and exhibits filed in support of the Emergency Motion. The Court finds the Commission

has made a sufficient and proper showing in support of the relief granted herein by: (i) presenting a *prima facie* case of securities laws violations by Defendants; and (ii) showing a reasonable likelihood Defendants will harm the investing public by continuing to violate the federal securities laws unless they are immediately restrained. The Court also finds good cause to believe that unless immediately restrained and enjoined by Order of this Court, Defendants and Relief Defendant will continue to dissipate, conceal, or transfer from the jurisdiction of this Court assets which could be subject to an Order of disgorgement.

Accordingly, the Emergency Motion is **GRANTED**. The Court hereby orders the following:

I.

TEMPORARY RESTRAINING ORDER

IT IS HEREBY ORDERED that, pending determination of the Commission's request for a Preliminary Injunction, Defendants and their respective directors, officers, agents, servants, employees, attorneys, representatives and those persons in active concert or participation with them, and each of them, are hereby restrained and enjoined from violating:

Section 17(a) of the Securities Act of 1933

(a) Directly or indirectly, by use of any means or instruments of transportation or communication in interstate commerce, or by the use of the mails, in the offer or sale of securities, (i) knowingly or recklessly employing devices, schemes, or artifices to defraud; (ii) obtaining money or property by means of untrue statements of material facts or omissions to state material facts necessary to make the statements made, in light of the circumstances under which they were made, not misleading; or (iii) engaging in acts, practices and courses of business which have operated and will operate as a fraud or deceit upon purchasers and prospective purchasers of such securities, in violation of Sections 17(a)(1), (2) & (3) of the Securities Act, 15 U.S.C. §§ 77(q)(a)(1), (2) & (3); and

Section 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5

(b) Directly or indirectly, by use of any means or instrumentality of interstate commerce or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any securities, knowingly or recklessly: (i) employing devices, schemes or artifices to defraud; (ii) making untrue statements of material facts and omitting to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or (iii) engaging in acts, practices and courses of business which have operated, are now operating or will operate as a fraud upon the purchasers of such securities in violation of Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act"), 15 U.S.C. § 78j(b), and Rule 10b-5, 17 C.F.R. § 240.10b-5, thereunder.

Section 5 of the Securities Act

IT IS FURTHER ORDERED that Defendants, their respective directors, officers, agents, servants, employees, attorneys, representatives and those persons in active concert or participation with them, and each of them, are hereby restrained and enjoined from violating Section 5 of the Securities Act, 15 U.S.C. § 77e, by, directly or indirectly, in the absence of any applicable exemption:

(a) Unless a registration statement is in effect as to a security, making use of any means or instruments of transportation or communication in interstate commerce or of the mails to sell such security through the use or medium of any prospectus or otherwise;

(b) Unless a registration statement is in effect as to a security, carrying or causing to be carried through the mails or in interstate commerce, by any means or instruments of transportation, any such security for the purpose of sale or for delivery after sale; or

(c) Making use of any means or instruments of transportation or communication in interstate commerce or of the mails to offer to sell or offer to buy through the use or medium of any prospectus or otherwise any security, unless a registration statement has been filed with the Commission as to such security, or while the registration statement is the subject of a refusal order or stop order or (prior to the effective date of the registration statement) any public proceeding or examination under Section 8 of the Securities Act, 15 U.S.C. § 77h.

Section 20(a) of the Exchange Act – Control Person Liability

IT IS FURTHER ORDERED that Mattera, his agents, servants, employees, attorneys, representatives, and those persons in active concert or participation with them, and each of them, are hereby restrained and enjoined from violating Section 20(a) of the Exchange Act, 15 U.S.C. § 78t(a).

II.

SHOW CAUSE HEARING

IT IS FURTHER ORDERED that Defendants show cause, if any, before the Honorable _____ of this Court, at ____ o'clock __.m., on the ___ day of _____ 2023, in Courtroom _____, United States Courthouse, in _____, Florida, or as soon thereafter as the matter can be heard, why a Preliminary Injunction pursuant to Rule 65 of the Federal Rules of Civil Procedure should not be granted against Defendants, as requested by the Commission.

ORDER FREEZING ASSETS

IT IS FURTHER ORDERED that pending determination of the Commission's request for a Preliminary Injunction:

(a) Defendants and Relief Defendant, their directors, officers, agents, servants, employees, attorneys, depositories, banks, insurance companies, and those persons in active concert or participation with any one or more of them, and each of them, who receive notice of this order by personal service, mail, facsimile transmission or otherwise, be and hereby are, restrained from, directly or indirectly, transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating or otherwise disposing of, or withdrawing any assets or property, including but not limited to cash, free credit balances, fully paid for securities, crypto assets, and/or property pledged or hypothecated as collateral for loans, or charging upon or drawing from any lines of credit, owned by, controlled by, or in the possession of Defendants and Relief Defendant.

(b) Any financial or brokerage institution, or other person or entity holding any such funds or other assets, in the name of, for the benefit of, or under the control of Defendants or Relief Defendant, directly or indirectly, held jointly or singly, and wherever located, and which receives actual notice of this order by personal service, facsimile, or otherwise, shall hold and retain within its control and prohibit the withdrawal, removal, transfer, disposition, pledge, encumbrance, assignment, set off, sale, liquidation, dissipation, concealment, or other disposal of any such funds or other assets, including, **but not limited to**, the following presently known accounts:

Financial Institution	Name of Account	Account Number
Bank of America, N.A.	PreIPO CORP	XXXXXXX3673
Bank of America, N.A.	PreIPO CORP	XXXXXXX7263
Citibank, N.A.	PreIPO CORP	XXXXXX0997
First Republic Bank	PreIPO Exchange CORP	XXXXXX0084
JPMorgan Chase Bank, N.A.	PreIPO CORP	XXXXX1175

Financial Institution	Name of Account	Account Number
JPMorgan Chase Bank, N.A.	David Grzan	XXXXX1191
Signature Bank	PreIPO CORP	XXXXXX1301
Signature Bank	PreIPO CORP	XXXXXX0127
Signature Bank	PreIPO Securities LLC	XXXXXX2803
Space Coast Credit Union	Boss Global Advisory Group, INC	XXXXXXXXXXX5495
Space Coast Credit Union	Boss Global Advisory Group, INC	XXXXXXXXXXX5503

IV.

SWORN ACCOUNTINGS

IT IS FURTHER ORDERED that within seven (7) days of the issuance of this Order, Defendants and Relief Defendant shall:

(a) make a sworn accounting to this Court and the Commission of all funds, whether in the form of compensation, commissions, income (including payments for assets, shares, or property of any kind), and other benefits (including the provision of services of a personal or mixed business and personal nature) received, directly or indirectly, by PreIPO;

(b) make a sworn accounting to this Court and the Commission of all assets, funds, or other properties, whether real or personal, held jointly or individually, or for their direct or indirect beneficial interest, or over which they maintain control, wherever situated, stating the location, value, and disposition of each such asset, fund, and other property; and

(c) provide to the Court and the Commission a sworn identification of all accounts (including, but not limited to, bank accounts, savings accounts, securities accounts, and deposits of any kind and wherever situation) in which they, whether solely or jointly, directly or indirectly (including through a corporation, partnership, relative, friend or nominee), either has an interest or over which it has the power or right to exercise control.

V.

RECORDS PRESERVATION

IT IS FURTHER ORDERED that pending determination of the Commission's request for a preliminary injunction, Defendants and Relief Defendant, their directors, officers, agents, servants, employees, attorneys, depositories, banks, and those persons in active concert or participation with any one or more of them, and each of them, be and they hereby are restrained and enjoined from, directly or indirectly, destroying, mutilating, concealing, altering, disposing of, or otherwise rendering illegible in any manner, any of the books, records, documents, correspondence, brochures, manuals, papers, ledgers, accounts, statements, obligations, files and other property of or pertaining to any of the Defendants or Relief Defendant, wherever located and in whatever form, electronic or otherwise, until further Order of this Court.

VI.

RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over this matter, Defendants and Relief Defendant in order to implement and carry out the terms of all Orders and Decrees that may be entered and/or to entertain any suitable application or motion for additional relief within the jurisdiction of this Court, and will order other relief that this Court deems appropriate under the circumstances.

DONE AND ORDERED at Chambers, in _____ Florida, this _____ day of August 2023.

_____

UNITED STATES DISTRICT JUDGE

Copies to: Counsel of record

EXHIBIT
A

DECLARATION OF DAVID P. STAUBITZ

Pursuant to 28 U.S.C. § 1746, the undersigned declares as follows:

Introduction

1. My name is David P. Staubitz. I am over the age of twenty-one years old and I have personal knowledge of the matters set forth herein.

2. I am an attorney employed by the United States Securities and Exchange Commission (the "Commission") in the Division of Enforcement. My office is located at 801 Brickell Avenue, Suite 1950, Miami, Florida. I am licensed to practice law in New York and Tennessee.

3. I provide this declaration in support of the Commission's emergency civil action against Defendants PreIPO Corp. ("PreIPO"), John A. Mattera ("Mattera"), PreIPO's founder and *de facto* chief executive officer, and David P. Grzan ("Grzan"), publicly identified by PreIPO's as the company's chief executive officer, and Relief Defendant Boss Global Advisory Group, Inc. ("Boss Global").

4. As part of my duties as an attorney with the Commission, I am responsible for investigating potential violations of the federal securities laws. In conducting investigations, my job responsibilities generally include sending subpoenas, reviewing documents, taking testimony, and conducting other investigative activities.

5. As part of the investigation into PreIPO, I issued subpoenas to banks, interviewed witnesses, and reviewed and analyzed, among other things, certain documents relating to PreIPO, Mattera, Grzan, and Boss Global.

Documents Obtained By Commission Staff

6. The Commission's staff contacted Secretary of State offices in the U.S. and in November and December 2022 obtained certified versions of the following:

a. PreIPO records with Florida's Department of State, true and accurate copies of which are attached hereto as Attachment 1;

b. PreIPO records with Wyoming's Secretary of State, true and accurate copies of which are attached hereto as Attachment 2;

c. Boss Global records with Florida's Department of State, true and accurate copies of which are attached hereto as Attachment 3.

7. The Commission's staff contacted the U.S. District Court for the Southern District of New York, and in April 2023 obtained certified copies of the following:

a. A Criminal Indictment against Mattera, returned February 8, 2012, a true and accurate copy of which is attached hereto as Attachment 4;

b. A Judgment in a Criminal Case, entered against Mattera on June 25, 2013, a true and accurate copy of which is attached hereto as Attachment 5;

c. A Second Final order of Forfeiture, filed August 14, 2014, a true and accurate copy of which is attached hereto as Attachment 6;

d. A Civil Memorandum and Order against Mattera, entered December 9, 2013, a true and accurate copy of which is attached hereto as Attachment 7; and

e. A Civil Judgment against Mattera, entered December 11, 2013, a true and accurate copy of which is attached hereto as Attachment 8;

8. A true and accurate copy of a screenshot from www.bop.gov, taken August 8, 2023, is attached hereto as Attachment 9;

9. The Commission's staff contacted the U.S. District Court for the Southern District of Florida, and in May 2023 obtained certified copies of a Final Judgment of Permanent

Injunction and Other Relief against Mattera, filed August 9, 2010, a true and accurate copy of which is attached hereto as Attachment 10;

10. On February 16, 2023 and August 3, 2023, an IT Specialist at the Commission completed website captures of the PreIPO Corp. website (www.preipo.com). A true and accurate copy of excerpts from the captured website is attached hereto as Attachment 11.

Documents Obtained In Response to Subpoena

11. In response to a subpoena the Commission issued on March 16, 2023, Michael Carney ("Carney") produced documents to the Commission in April 2023, including:

a. An email with attachments from Mattera with subject "Re: due diligence package," dated April 12, 2022, a true and accurate copy of which is attached hereto as Attachment 12;

b. PreIPO Confidential Private Placement Memoranda and Subscription Agreements, true and accurate copies of which are attached hereto as Attachment 13;

c. An email with attachment from Mattera with subject "Re: Payment Authorization – Disbursement of $63,960 for 1054C Subscription," dated June 29, 2022, a true and accurate copy of which is attached hereto as Attachment 14;

d. An email from PreIPO Accounting with subject "Re: Payment Authorization – Disbursement of $57,990.40 for 1095 Subscription," dated September 14, 2022, a true and accurate copy of which is attached hereto as Attachment 15;

e. An email from Mattera with subject "Re: Expiration/Termination of Term Sheet," dated March 18, 2022, a true and accurate copy of which is attached hereto as Attachment 16;

f. An email from PreIPO Accounting with subject "Re: Payment Authorization for Megalodon $15,000," dated May 4, 2022, a true and accurate copy of which is attached hereto as Attachment 17;

g. An email from Carney with subject "Fwd: Payment Authorization -$37,500 3rd Installment to New Venture," dated June 15, 2022, a true and accurate copy of which is attached hereto as Attachment 18; and

h. An email from PreIPO Accounting with Subject "September Bank Statements Checking: BaA, Chase CC: Amex, BoA, Chase," dated October 28, 2022, a true and accurate copy of which is attached hereto as Attachment 19.

12. We are not aware of any disclosure of Mattera's connection to or involvement with PreIPO on PreIPO's website, in PreIPO's private placement memoranda, or in any of the other offering materials used by PreIPO to solicit investors.

13. Based on our investigation, it does not appear that Boss Global serves any business function, and provides no products or services.

14. In response to subpoenas the Commission issued on January 5, 2023, February 7, 2023, and April 25, 2023, Bank of America, N.A. produced to the Commission bank account records for PreIPO, including account opening documents and account statements, true and accurate copies of which are attached hereto as Attachment 20.

15. In response to subpoenas the Commission issued on January 5, 2023, February 7, 2023, and March 8, 2023, JPMorgan Chase Bank, N.A. produced to the Commission bank

account records for PreIPO, including account opening documents and account statements, true and accurate copies of which are attached hereto as Attachment 21.

16. In response to subpoenas the Commission issued on November 9, 2022, and February 7, 2023, Space Coast Credit Union produced to the Commission bank account records for Boss Global, including account opening documents and account statements, true and accurate copies of which are attached hereto as Attachment 22.

17. In response to subpoenas the Commission issued on November 9, 2022, and February 7, 2023, Signature Bank produced to the Commission bank account records for PreIPO Corp., including account opening documents and account statements, true and accurate copies of which are attached hereto as Attachment 23.

Testimony Obtained in Response to Subpoena

18. In response to a subpoena, the Commission's staff took the sworn testimony of Michael Carney on May 3, 2023, a true and accurate transcript of which is attached hereto as Attachment 24.

I declare under penalty of perjury that the foregoing is true and correct. Signed this 9th day of August 2023 in Miami, Florida.

David P. Staubitz

David P. Staubitz, Esq.

ATTACHMENT

1

FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 27, 2023

MAGALY ORDAZ
801 BRICKELL AVENUE
SUITE 1950
MIAMI, FL 33131

Pursuant to your recent inquiry, we are enclosing the certification you requested.

Should you have any questions regarding this matter you may contact our office at (850) 245-6053.

Jazmine N Ardley
Certification Section

Letter No. 623A00007021

State of Florida

Department of State

I certify the attached is a true and correct copy of the complete file of PREIPO CORP, a corporation organized under the laws of Wyoming, authorized to transact business in the State of Florida, as shown by the records of this office.

The document number of this corporation is F22000006531.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-seventh day of March, 2023

Cord Byrd
Secretary of State

CR2E022 (01-11)

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. PreIPO Corp.
(Enter name of corporation, must include "INCORPORATED," "COMPANY," "CORPORATION," "Inc.," "Co.," "Corp," "Inc," "Co," or "Corp.")

(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. Wyoming
(State or country under the law of which it is incorporated)

3. _____
(FEI number, if applicable)

4. March 9, 2021
(Date of incorporation)

5. _____
(Date of duration, if other than perpetual)

6. September 1, 2022
(Date first transacted business in Florida, if prior to registration)
(SEE SECTIONS 607.1501 & 607.1502, F.S., to determine penalty liability)

7. 851 S Federal Highway, Suite 201, Boca Raton FL 33432
(Principal office **street** address)

(Current mailing address, if different)

8. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Alexa Majdalawi

Office Address: 851 S Federal Highway, Suite 201

Boca Raton FL, Florida 33432
(City) (Zip code)

9. **Registered agent's acceptance:**
Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

(Registered agent's signature)

10. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated

11. For initial indexing purposes, list names, titles and addresses of the primary officers and/or directors (up to six (6) total)

A. DIRECTORS

☐ Chairman ☐ Vice Chairman ☐ Director ■ President ☐ Vice President ☐ Secretary ☐ Treasurer ☐ Other ☐ Other
Name: David Grzan
Address: 851 S Federal Highway
Suite 201
Boca Raton FL 33432

☐ Chairman ☐ Vice Chairman ☐ Director ☐ President ■ Vice President ☐ Secretary ☐ Treasurer ☐ Other ☐ Other
Name: Michael Carney
Address: 851 S Federal Highway
Suite 201
Boca Raton FL 33432

☐ Chairman ☐ Vice Chairman ☐ Director ☐ President ☐ Vice President ■ Secretary ☐ Treasurer ☐ Other ☐ Other
Name: Alexa Majdalawi
Address: 851 S Federal Highway
Suite 201
Boca Raton FL 33432

☐ Chairman ☐ Vice Chairman ☐ Director ☐ President ☐ Vice President ☐ Secretary ☐ Treasurer ☐ Other ☐ Other
Name:
Address:

☐ Chairman ☐ Vice Chairman ☐ Director ☐ President ☐ Vice President ☐ Secretary ☐ Treasurer ☐ Other ☐ Other
Name
Address

☐ Chairman ☐ Vice Chairman ☐ Director ☐ President ☐ Vice President ☐ Secretary ☐ Treasurer ☐ Other ☐ Other
Name:
Address:

Important Notice: Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

12. _____
Signature of Director or Officer

The officer or director signing this document (and who is listed in number 11 above) affirms that the facts stated herein are true and that he or she is aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

13. David Grzan, CEO
(Typed or printed name and capacity of person signing application)

State of Wyoming

Office of the Secretary of State

United States of America,
State of Wyoming } **ss.**

I, KARL ALLRED, Secretary of State of the State of Wyoming, do hereby certify that according to the records of this office,

PREIPO CORP

is a

Profit Corporation

formed or qualified under the laws of Wyoming did on **March 8, 2021**, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number **2021-000986756**

This entity is in existence and in good standing in this office and has filed all annual reports and paid all annual license taxes to date, or is not yet required to file such annual reports, and has not filed Articles of Dissolution

I have affixed hereto the Great Seal of the State of Wyoming and duly generated executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 4th day of October, 2022 at 12:56 PM

Karl T Allred

Secretary of State

By Austin Stege

Austin Stege

2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 31, 2023
Secretary of State
9860097259CC

DOCUMENT# F22000006531

Entity Name: PREIPO CORP

Current Principal Place of Business:

851 S FEDERAL HIGHWAY STE 201
BOCA RATON, FL 33432

Current Mailing Address:

851 S FEDERAL HIGHWAY STE 201
BOCA RATON, FL 33432 US

FEI Number: 86-2492508

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MAJDALAWI ALEXA
851 S FEDERAL HIGHWY STE 201
BOCA RATON, FL 33432 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P	Title	VP
Name	GRZAN, DAVID	Name	MAJDALAWI, ALEXA
Address	851 S FEDERAL HWY STE 201	Address	851 S FEDERAL HWY STE 201
City-State-Zip	BOCA RATON FL 33432	City-State-Zip	BOCA RATON FL 33432

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ALEXA MAJDALAWI CHIEF LEGAL OFFICER 01/31/2023

Electronic Signature of Signing Officer/Director Detail — Date

2023 FOREIGN PROFIT CORPORATION AMENDED ANNUAL REPORT

FILED
Mar 02, 2023
Secretary of State
5832138185CC

DOCUMENT# F22000006531

Entity Name: PREIPO CORP

Current Principal Place of Business:

851 S FEDERAL HIGHWAY STE 201
BOCA RATON, FL 33432

Current Mailing Address:

851 S FEDERAL HIGHWAY STE 201
BOCA RATON, FL 33432 US

FEI Number: 86-2492508

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MAJDALAWI, ALEXA
851 S FEDERAL HIGHWY STE 201
BOCA RATON, FL 33432 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P	Title	VP
Name	GRZAN, DAVID	Name	MAJDALAWI, ALEXA
Address	851 S FEDERAL HWY STE 201	Address	851 S FEDERAL HWY STE 201
City-State-Zip	BOCA RATON FL 33432	City-State-Zip	BOCA RATON FL 33432

Title	CFO
Name	LIGUORI, AUGUST
Address	851 S FEDERAL HIGHWAY STE 201
City-State-Zip	BOCA RATON FL 33432

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ALEXA MAJDALAWI CHIEF LEGAL OFFICER 03/02/2023

Electronic Signature of Signing Officer/Director Detail — Date

ATTACHMENT

2

Wyoming Secretary of State

Chuck Gray
Secretary of State

Jesse Naiman
Deputy Secretary of State

Certified Copy

Date: 04/04/2023 2:31PM

Through Date: 04/04/2023 2:31PM

Corporate Name: PREIPO CORP

The undersigned filing officer hereby certifies that the attached copies are a true and complete copy of the document as filed in this office.

Document Number	Description	Number of Pages
2022-003881845	Common Amendment – 10/27/2022	5
2022-003848479	Address Update – 09/28/2022	1
2021-000986756	Articles of Incorporation – 03/08/2021	4

Respectfully,

Chuck Gray
Wyoming Secretary of State



Certified By: Shawn Havel

Wyoming Secretary of State
Herschler Building East, Suite 101
122 W 25th Street
Cheyenne, WY 82002-0020
Ph. 307.777.7311
Email: Business@wyo.gov

WY Secretary of State
FILED: 10/27/2022 03:43 PM
Original ID: 2021-000986756
Amendment ID: 2022-003881845

Profit Corporation
Articles of Amendment

1. Corporation name:
(Name must match exactly to the Secretary of State's records.)

PrelPO Corp.

2. Article number(s) [ ] is amended as follows:
See checklist below for article number information.

Board resolution to update share issuance

3. If the amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself which may be made upon facts objectively ascertainable outside the articles of amendment.

4. The amendment was adopted on 10/19/2022
(Date – mm/dd/yyyy)

RECEIVED
OCT 25 2022
WYOMING
SECRETARY OF STATE

RECEIVED
WYOMING
SECRETARY OF STATE

5. Approval of the amendment: *(Please check **only one** appropriate field to indicate the party approving the amendment.)*

☐ **Shares were *not* issued** and the board of directors or incorporators have adopted the amendment.

OR

☑ **Shares were issued** and the board of directors have adopted the amendment *without shareholder approval*, in compliance with W.S. 17-16-1005.

OR

☐ **Shares were issued** and the board of directors have adopted the amendment *with shareholder approval*, in compliance with W.S. 17-16-1003.

Signature: _____
(May be executed by Chairman of Board, President or another of its officers.)

Date: 10/19/2022
(mm/dd/yyyy)

Print Name: David Grzan

Contact Person: Alexa Majdalawi

Title: Executive Chairman/CEO

Daytime Phone Number: 954-608-7608

Email: am@preipo.com

***(An email address is required.** Email(s) provided will receive important reminders, notices and filing evidence.)*

Checklist

- ☑ ***Filing Fee: $60.00*** Make check or money order payable to Wyoming Secretary of State.
- ☑ **Processing time is up to 15 business days** following the date of receipt in our office.
- ☑ *Refer to original articles of incorporation to determine the specific article number being amended or use the next number in sequence if you are adding an article. ***Article number(s) is not the same as the filing ID number.***
- ☑ Please mail with payment to the address at the top of this form. **This form cannot be accepted via email.**
- ☑ Please review the form prior to submission. **The Secretary of State's Office is unable to process incomplete forms.**

UNANIMOUS WRITTEN CONSENT
OF
THE BOARD OF DIRECTORS
OF
PREIPO CORPORATION™

Pursuant to the Business Corporate Acts of the State of Wyoming

The undersigned, being all of the members of the board of directors (the "Board") of PreIPO Corp.™, a Wyoming corporation (the "Company"), in accordance with the Wyoming Business Corporation Act, (W.S. 17-16-101 through 17-16-1804) of the State of Wyoming (the "General Corporation Law"), do hereby consent to the adoption of, and do hereby adopt, the following resolutions by written consent:

Common Stock Financing and Related Stock Issuances

WHEREAS, the Board has previously authorized Management of the Company to pursue an initial round of financing (the "Seed Round of Common Stock Financing") to secure a targeted funding of $8,750,000 at a pre-money valuation of $80,000,000 and a share price of $5.33/share, to accommodate the proposed Use of Proceeds as defined by Management and concurrently filed in Form D with the proper SEC authorities. The Seed Round is transitioning to Series A Round with a $234,000,000 valuation and a share price of $11.14/share.

WHEREAS, this Series A Round Common Stock Financing requires issuance of Common Stock from the remaining authorized pool of 980,000,000 shares, a total of an additional 3,000,000 to be issued to new investors.

RESOLVED, that the officers of the Company, and each of them, are hereby authorized and directed to enter into any and all required financing agreements or other documents relating to the Seed Round of Common Stock Financing.

IN WITNESS WHEREOF, the undersigned directors of the Company have executed this written consent as of the date(s) set forth below.

Name: David Grzan / Executive Chairman
Date:

Name: Michael Carney / Director
Date:

Name: Alexa Majdalawi / Secretary
Date:

Column1	Column2	Column3	Column4	Column5	Column6
Generated: May 2022					
Authorized Shares: 1,900,000,000					
Issued Shares: 15,000,000			DRAFT CONSOLIDATED PROFORMA CAP TABLE		
New Stock Issuance 8/3: 3,000,000					
New Stock Issuance 10/13/22: 3,000,000					
Pre/IPO Conversion					
SHAREHOLDERS	Title/Position	Pre-Financing # Shares	Equity %	Post-Financing # Shares	Post Equity %
Brian Cohen	Regional Director	75,000	0.46%	75,000	0.36%
Boss Global Advisory Group	Advisor	250,000	1.53%	250,000	1.19%
Saint Capital Group, LLC (Majdalawi)	CLO	75,000	0.46%	75,000	0.36%
Florida Green Wellness, LLC	Seed Investor	100,000	0.61%	100,000	0.48%
Megalodon Marketing, LLC (Haynes)	Sr. Advisor	25,000	0.15%	25,000	0.12%
Eggen Capital (Eggen)	C.B.O	450,000	2.75%	450,000	2.14%
DMK Ventures (Kirch)	Strategic Advisor	100,000	0.61%	100,000	0.48%
CAMM Ventures, LLC (McGinnis)	Marketing Advisor*	102,000	0.62%	102,000	0.49%
David Grzan	CEO	450,000	2.75%	450,000	2.14%
Mark Leonardo	IP Counsel*	150,000	0.92%	150,000	0.71%
Jeremy Morris	LMA	10,000	0.06%	10,000	0.05%
Bryan Coco	CGO	3,333	0.02%	3,333	0.02%
Cody Kems	Marketing Advisor*	5,000	0.03%	5,000	0.03%
Equity Incentive Pool	NA	2,514,042	15.37%	2,514,042	11.97%
Michael Carney	C.O.O	1,500,000	9.17%	1,500,000	7.14%
New Investors (Allocated & Preserved)	N/A	N/A	N/A	1,640,625	7.81%
Convertible Note to Bridge A Round	N/A	N/A	N/A	3,000,000	14.29%
VERITAS VII LLC	Founder	10,550,000	64.49%	10,550,000	50.24%
TOTALS		16,359,375	100.00%	21,000,000	100%
*Equity Grant: RSU Vesting Schedule; i) 1/3rd upon the execution of Agreement, ii) 1/3rd on the first anniversary of the Agreement, and iii) the final 1/3rd upon the second anniversary of the Agreement.		*Vesting Schedule outlined in Engagement Agreement dated March 2022			
Holder Name (Pre/IPO)		No. Common Founders Stock (Pre-Financing)	EQUITY %	No. Shares (Post-Financing)	EQUITY %
Founders / Co-Founders		12,050,000	73.66%	12,050,000	57.38%
Seed Investors		100,000	0.61%	100,000	0.48%
Advisors / Consultants / Partners		1,695,333	10.36%	1,695,333	8.07%
Management / Equity Incentive Pool		1,914,042	11.70%	1,914,042	9.11%
Management / Equity Incentive Pool Pending		600,000	3.67%	600,000	2.86%
Convertible Note to Bridge A Round		–	N/A	3,000,000	14.29%
New Investors		–	N/A	1,640,625	7.81%
TOTALS		16,359,375	100.00%	21,000,000	100.00%
[illegible]		[illegible]	[illegible]	[illegible]	[illegible]
		Share Price			
		$5.33			
		$8.00			
		Share Price	# Shares		
		$9.33	1,607,625		
		$11.14	1,366,734		
Series A Round Estimated Valuation (Pre)		Share Price	# Shares	% Shares	
$234,000,000		$11.14	8,974,359	29.94%	
Series A Round Estimated Valuation (Pre)		Share Price	# Shares	% Shares	
[illegible]		[illegible]	[illegible]	[illegible]	
[illegible]		[illegible]	[illegible]	[illegible]	
[illegible]		[illegible]	[illegible]	[illegible]	
[illegible]		[illegible]	[illegible]	[illegible]	
[illegible]		[illegible]	[illegible]	[illegible]	
[illegible]		[illegible]	[illegible]	[illegible]	
[illegible]		[illegible]	[illegible]	[illegible]	

Wyoming Secretary of State
Herschler Building East, Suite 101
122 W 25th Street
Cheyenne, WY 82002-0020
Ph. 307.777.7311
Email: Business@wyo.gov

WY Secretary of State
FILED: 09/28/2022 01:09 PM
Original ID: 2021-000986756
Amendment ID: 2022-003848479

Update Form

Name of Entity: PreIPO Corp

ID#: 2021-000986756 *Example: 2000-000123456*

The above entity is requesting an update be made to reflect their most current information:

Principal Address:

851 South Federal Highway, 2nd Floor, Boca Raton FL 33432

Mailing Address:

851 South Federal Highway, 2nd Floor, Boca Raton FL 33432

Phone: 8887025575

Fax:

Email: admin@preipo.com

***(An email address is required.** Email(s) provided will receive important reminders, notices and filing evidence.)*

Signature: David Grzan Date: 9-26-2022

Printed Name: David Grzan

Title: Executive Chairman & CEO

RECEIVED
SEP 2 2022
WYOMING
SECRETARY OF STATE

Form may be submitted by:
Email: SOSRequest@wyo.gov
Mail-in: Refer to address at top of this form.

Wyoming Secretary of State

Herschler Bldg East, Ste.100 & 101

Cheyenne, WY 82002-0020
Ph. 307-777-7311

For Office Use Only

WY Secretary of State
FILED: Mar 8 2021 6:55PM
Original ID: 2021-000986756

Profit Corporation
Articles of Incorporation

I. The name of the profit corporation is:
PREIPO CORP

II. The name and physical address of the registered agent of the profit corporation is:
LEGALINC CORPORATE SERVICES INC.
5830 E 2nd St Ste 8
Casper, WY 82609

III. The mailing address of the profit corporation is:
5830 E 2ND ST, STE 7000 #3147
CASPER, WY 82609

IV. The principal office address of the profit corporation is:
5830 E 2ND ST, STE 7000 #3147
CASPER, WY 82609

V. The number, par value, and class of shares the profit corporation corporation will have the authority to issue are:

Number of Common Shares:	1,000,000,000	Common Par Value:	$0.0100
Number of Preferred Shares:	0	Preferred Par Value:	$0.0000

VI. The name and address of each incorporator is as follows:
INCFILE.COM LLC
17350 STATE HWY 249 #220, HOUSTON, TX, 77064

Signature: *LOVETTE DOBSON* Date: **03/08/2021**

Print Name: **LOVETTE DOBSON**

Title: **INCORPORATOR**

Email: **EFILE1234@INCFILE.COM**

Daytime Phone #: **(888) 462-3453**

Wyoming
Secretary of State

Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101
Cheyenne, WY 82002-0020
Ph. 307-777-7311

- ☑ I am the person whose signature appears on the filing; that I am authorized to file these documents on behalf of the business entity to which they pertain; and that the information I am submitting is true and correct to the best of my knowledge.
- ☑ I am filing in accordance with the provisions of the Wyoming Business Corporation Act, (W.S. 17-16-101 through 17-16-1804) and Registered Offices and Agents Act (W.S. 17-28-101 through 17-28-111).
- ☑ I understand that the information submitted electronically by me will be used to generate Articles of Incorporation that will be filed with the Wyoming Secretary of State.
- ☑ I intend and agree that the electronic submission of the information set forth herein constitutes my signature for this filing.
- ☑ I have conducted the appropriate name searches to ensure compliance with W.S. 17-16-401.
- ☑ I affirm, under penalty of perjury, that I have received actual, express permission from each of the following incorporators to add them to this business filing: INCFILE.COM LLC

Notice Regarding False Filings: Filing a false document could result in criminal penalty and prosecution pursuant to W.S. 6-5-308.

W.S. 6-5-308. Penalty for filing false document.

(a) A person commits a felony punishable by imprisonment for not more than two (2) years, a fine of not more than two thousand dollars ($2,000.00), or both, if he files with the secretary of state and willfully or knowingly:

(i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;

(ii) Makes any materially false, fictitious or fraudulent statement or representation; or

(iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

- ☑ I acknowledge having read W.S. 6-5-308.

Filer is: ☑ An Individual ☐ An Organization

Filer Information:

By submitting this form I agree and accept this electronic filing as legal submission of my Articles of Incorporation.

Signature:	*LOVETTE DOBSON*	Date: **03/08/2021**
Print Name:	**LOVETTE DOBSON**	
Title:	**INCORPORATOR**	
Email:	**EFILE1234@INCFILE.COM**	
Daytime Phone #:	**(888) 462-3453**	

Wyoming
Secretary of State

Wyoming Secretary of State
Herschler Bldg East, Ste.100 & 101

Cheyenne, WY 82002-0020
Ph. 307-777-7311

Consent to Appointment by Registered Agent

LEGALINC CORPORATE SERVICES INC., whose registered office is located at **5830 E 2nd St Ste 8, Casper, WY 82609**, voluntarily consented to serve as the registered agent for **PREIPO CORP** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

I have obtained a signed and dated statement by the registered agent in which they voluntarily consent to appointment for this entity.

Signature:	*LOVETTE DOBSON*	Date:	**03/08/2021**
Print Name:	**LOVETTE DOBSON**		
Title:	**INCORPORATOR**		
Email:	**EFILE1234@INCFILE.COM**		
Daytime Phone #:	**(888) 462-3453**		

STATE OF WYOMING
Office of the Secretary of State

I, EDWARD A. BUCHANAN, Secretary of State of the State of Wyoming, do hereby certify that the filing requirements for the issuance of this certificate have been fulfilled.

CERTIFICATE OF INCORPORATION

PREIPO CORP

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **8th** day of **March**, **2021** at **6:55 PM.**

Remainder intentionally left blank.

Filed Date: 03/08/2021

Secretary of State

Filed Online By:

LOVETTE DOBSON

on 03/08/2021

ATTACHMENT

3

FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 27, 2023

MAGALY ORDAZ
801 BRICKELL AVENUE
SUITE 1950
MIAMI, FL 33131

Pursuant to your recent inquiry, we are enclosing the certification you requested.

Should you have any questions regarding this matter you may contact our office at (850) 245-6053.

Jazmine N Ardley
Certification Section

Letter No. 623A00007022

State of Florida

Department of State

I certify the attached is a true and correct copy of the complete file of BOSS GLOBAL ADVISORY GROUP, INC., a corporation organized under the laws of the State of Florida, filed on September 28, 2020, effective September 28, 2020, as shown by the records of this office.

The document number of this corporation is P20000077941.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of March, 2023

Cord Byrd
Secretary of State

CR2E022 (01-11)

Electronic Articles of Incorporation For

BOSS GLOBAL ADVISORY GROUP, INC.

P20000077941
FILED
September 28, 2020
Sec. Of State
lyarbrough

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

BOSS GLOBAL ADVISORY GROUP, INC.

Article II

The principal place of business address:

399 WEST PALMETTO PARK ROAD
SUITE 108
BOCA RATON, FL. US 33432

The mailing address of the corporation is:

399 WEST PALMETTO PARK ROAD
SUITE 108
BOCA RATON, FL. US 33432

Article III

The purpose for which this corporation is organized is:

HOLDING COMPANY FOR GENETIC TEST MARKETING GLOBALL.

Article IV

The number of shares the corporation is authorized to issue is:

2000

Article V

The name and Florida street address of the registered agent is:

JOHN MATTERA
399 WEST PALMETTO PARK ROAD
SUITE 108
BOCA RATON, FL. 33432

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: JOHN MATTERA

P20000077941
FILED
September 28, 2020
Sec. Of State
lyarbrough

Article VI

The name and address of the incorporator is:

JOHN A. MATTERA
399 WEST PALMETTO PARK ROAD
SUITE 108
BOCA RATON FL, 33432

Electronic Signature of Incorporator: JOHN A. MATTERA

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: PSD
JOHN MATTERA
399 WEST PALMETTO PARK ROAD SUITE 108
BOCA RATON, FL. 33432 US

Title: VTD
HUGO NUNEZ
399 WEST PALMETTO PARK ROAD, SUITE 108
BOCA RATON, PA. 33432 US

Article VIII

The effective date for this corporation shall be:

09 28 2020

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
May 28, 2021
Secretary of State
7209941484CC

DOCUMENT# P20000077941

Entity Name: BOSS GLOBAL ADVISORY GROUP, INC.

Current Principal Place of Business:

399 WEST PALMETTO PARK ROAD
SUITE 108
BOCA RATON, FL 33432

Current Mailing Address:

399 WEST PALMETTO PARK ROAD
SUITE 108
BOCA RATON, FL 33432 US

FEI Number: 85-3385496

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

MATTERA, JOHN
399 WEST PALMETTO PARK ROAD
SUITE 108
BOCA RATON, FL 33432 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PSD	Title	VTD
Name	MATTERA, JOHN	Name	NUNEZ, HUGO
Address	399 WEST PALMETTO PARK ROAD SUITE 108	Address	399 WEST PALMETTO PARK ROAD SUITE 108
City-State-Zip:	BOCA RATON FL 33432	City-State-Zip:	BOCA RATON PA 33432

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN ANDREW MATTERA PRESIDENT 05/28/2021

Electronic Signature of Signing Officer/Director Detail — Date

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
May 03, 2022
Secretary of State
9418811989CC

DOCUMENT# P20000077941

Entity Name: BOSS GLOBAL ADVISORY GROUP, INC.

Current Principal Place of Business:

399 WEST PALMETTO PARK ROAD
SUITE 108
BOCA RATON, FL 33432

Current Mailing Address:

399 WEST PALMETTO PARK ROAD
SUITE 108
BOCA RATON, FL 33432 US

FEI Number: 85-3385496

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MATTERA, JOHN
399 WEST PALMETTO PARK ROAD
SUITE 108
BOCA RATON, FL 33432 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PSD	Title	VTD
Name	MATTERA, JOHN	Name	NUNEZ, HUGO
Address	399 WEST PALMETTO PARK ROAD SUITE 108	Address	399 WEST PALMETTO PARK ROAD SUITE 108
City-State-Zip:	BOCA RATON FL 33432	City-State-Zip:	BOCA RATON PA 33432

Title	CHIEF OPERATIONS OFFICER
Name	CARNEY, MICHAEL
Address	399 WEST PALMETTO PARK ROAD SUITE 108
City-State-Zip	BOCA RATON FL 33432

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN MATTERA — PRESIDENT — 05/03/2022

Electronic Signature of Signing Officer/Director Detail — Date

2022 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

FILED
Nov 07, 2022
Secretary of State
7040501104CC

DOCUMENT# P20000077941

Entity Name: BOSS GLOBAL ADVISORY GROUP, INC.

Current Principal Place of Business:

5550 GLADES RD
SUITE 500 #1063
BOCA RATON, FL 33431

Current Mailing Address:

5550 GLADES RD
SUITE 500 #1063
BOCA RATON, FL 33431 US

FEI Number: 85-3385496

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MATTERA JOHN
5550 GLADES RD
SUITE 500 #1063
BOCA RATON, FL 33431 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PSD
Name	MATTERA, JOHN
Address	5550 GLADES RD SUITE 500 #1063
City-State-Zip:	BOCA RATON FL 33431

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN MATTERA PRESIDENT 11/07/2022

Electronic Signature of Signing Officer/Director Detail — Date

ATTACHMENT

4

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: FEB 08 2012

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- v. -

JOHN A. MATTERA,

Defendant.

INDICTMENT

12 Cr.

12 CRIM 127

COUNT ONE

(Conspiracy to Commit Securities Fraud and Wire Fraud)

The Grand Jury charges:

Relevant Individuals and Entities

1. At all times relevant to the Indictment, the Praetorian Global Fund Ltd. ("Praetorian") was either registered, or in the process of being registered, in the British Virgin Islands as a professional mutual fund.

2. At all times relevant to the Indictment, Praetorian G Power I, LLC ("G Power I"), Praetorian G Power II, LLC ("G Power II"), Praetorian G Power III, LLC ("G Power III"), Praetorian G Power IV, LLC ("G Power IV"), Praetorian G Power V, LLC ("G Power V"), Praetorian G Power VI, LLC ("G Power VI"), Praetorian G Power VII, LLC ("G Power VII"), Praetorian G Power VIII, LLC ("G Power VIII"), Praetorian G Power IX, LLC ("G Power IX") and Praetorian G Power X, LLC ("G Power X")(collectively, the "G Power Entities"), were Delaware limited liability companies set up as special purpose vehicles to receive investments for Praetorian.

JUDGE SULLIVAN

3. At all times relevant to the Indictment, JOHN A. MATTERA, the defendant, controlled Praetorian and the G Power Entities and exercised day-to-day management decisions of Praetorian. In addition, MATTERA held himself out as Chairman of the Advisory Board of Praetorian and claimed, among other things, to own more than one million shares of Facebook, Inc. ("Facebook") stock and more than one million shares of Groupon, Inc. ("Groupon") stock.

4. At all times relevant to the Indictment, First American Service Transmittals, Inc. ("FAST") was a Florida corporation. FAST's website claimed that the "principals and staff" of the business have been "meeting the escrow needs of business and individuals since 1999."

The Scheme To Defraud

5. From in or about November 2009 up to and including November 2011, JOHN A. MATTERA, the defendant, and his co-conspirators, offered investors the chance to invest in special purpose entities -- the G Power Entities -- which they falsely represented owned shares in the stock of private companies such as Facebook and Groupon. Ownership of stock in these private companies was particularly attractive because, as MATTERA and others represented, there was an expectation that an initial public offering would soon occur, thereby increasing the value of the shares. But, in truth and in fact, and as MATTERA well knew, the G Power Entities did not hold such stock.

6. JOHN A. MATTERA, the defendant, and his co-conspirators, made material misrepresentations to investors in order to induce them to invest. These misrepresentations included, among other things, promises to investors that the G Power Entities in fact possessed the promised shares; that investor money would be held in escrow until the offering was completed, or another triggering event took place, at which time the investors would receive their actual ownership interest in the particular G Power entity; and that investors could get their money back, at any time prior to an initial public offering.

7. Based on the misrepresentations of JOHN A. MATTERA, the defendant, and his co-conspirators, investors sent more than $11 million into escrow accounts maintained by FAST at Branch Bank & Trust, located in Florida. Instead of maintaining the investors' money in the escrow accounts as promised, MATTERA caused the vast majority of the investor money to be transferred to other entities associated with MATTERA. Ultimately, MATTERA misappropriated millions of dollars of investor money and spent nearly $4 million on personal items for MATTERA and his family, such as expensive jewelry, interior decorating, and luxury cars.

Statutory Allegations

8. From in or about November 2009 up to and including November 2011, in the Southern District of New York and elsewhere, JOHN A. MATTERA, the defendant, and others known and unknown, willfully and knowingly, did combine, conspire,

confederate, and agree together and with each other to commit offenses against the United States, to wit, securities fraud, in violation of Title 15, United States Code, Sections 78j(b) and 78ff, and Title 17, Code of Federal Regulations, Section 240.10b-5, and wire fraud, in violation of Title 18, United States Code, Section 1343.

9. It was a part and an object of the conspiracy that JOHN A. MATTERA, the defendant, and others known and unknown, willfully and knowingly, directly and indirectly, by use of the means and instrumentalities of interstate commerce, the mails, and the facilities of national securities exchanges, would and did use and employ manipulative and deceptive devices and contrivances in connection with the purchase and sale of securities, in contravention of Title 17, Code of Federal Regulations, Section 240.10b-5, by (a) employing devices, schemes, and artifices to defraud; (b) making and causing to be made untrue statements of material facts and omitting to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (c) engaging in acts, practices, and courses of business which operated and would operate as a fraud and deceit upon persons, all in violation of Title 15, United States Code, Sections 78j(b) and 78ff, and Title 17, Code of Federal Regulations, Section 240.10b-5.

10. It was a further part and an object of the

conspiracy that JOHN A. MATTERA, the defendant, and others known and unknown, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, would and did transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, and sounds for the purpose of executing such scheme and artifice, in violation of Title 18, United States Code, Section 1343.

Means and Methods of the Conspiracy

11. Among the means and methods by which JOHN A. MATTERA, the defendant, and his co-conspirators, would and did carry out the conspiracy were the following:

a. MATTERA and his co-conspirators falsely represented to investors that the G Power Entities owned shares in the stock of private companies such as Facebook and Groupon.

b. MATTERA caused the vast majority of the investor money to be transferred to other entities associated with MATTERA.

c. MATTERA and his co-conspirators used interstate and foreign wires in furtherance of the objects of the conspiracy.

Overt Acts

12. In furtherance of the conspiracy, and to effect the illegal objects thereof, JOHN A. MATTERA, the defendant, and

his co-conspirators committed the following overt acts, among others, in the Southern District of New York, and elsewhere:

a. In or about December 2010, in New York, New York, MATTERA had a meeting to discuss the sale of shares of Facebook, Groupon, and other securities.

b. In or about May 2011, in New York, New York, MATTERA had a meeting with potential investors to discuss the sale of shares of Facebook, Groupon, and other securities.

c. On or about July 6, 2011, a co-conspirator caused a $73,000 wire transfer to be made from an account at JP Morgan Chase Bank in New York, New York, to an account at Branch Bank & Trust in Florida.

(Title 18, United States Code, Section 371.)

COUNT TWO

(Securities Fraud)

The Grand Jury further charges:

13. The allegations contained in paragraphs 1 through 7, 11 and 12 of this Indictment are repeated and realleged as if fully set forth herein.

14. From in or about November 2009 up to and including November 2011, in the Southern District of New York and elsewhere, JOHN A. MATTERA, the defendant, willfully and knowingly, directly and indirectly, by the use of the means and instrumentalities of interstate commerce, the mails, and the

facilities of national securities exchanges, did use and employ, in connection with the purchase and sale of securities, to wit, interests in G Power IV as set forth in the subscription agreement, manipulative and deceptive devices and contrivances, as set forth above, in violation of Title 17, Code of Federal Regulations, Section 240.10b-5, by (a) employing devices, schemes, and artifices to defraud, (b) making untrue statements of material facts and omitting to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, and (c) engaging in acts, practices, and courses of business which operated and would operate as a fraud and deceit upon persons, namely purchasers of interests in G Power IV.

(Title 15, United States Code, Sections 78j(b) and 78ff; Title 17, Code of Federal Regulations, Section 240.10b-5; Title 18 United States Code, Section 2.)

COUNT THREE

(Wire Fraud)

The Grand Jury further charges:

15. The allegations contained in paragraphs 1 through 7, 11 and 12 of this Indictment are repeated and realleged as if fully set forth herein.

16. From in or about November 2009 up to and including November 2011, in the Southern District of New York and elsewhere, JOHN A. MATTERA, the defendant, willfully and

knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, and sounds for the purpose of executing such scheme and artifice to defraud, to wit, emails, text messages and wire transfers of investor funds, for example, on or about July 6, 2011, a wire transfer of $73,000 was sent to an account at Branch Bank & Trust in Florida, from JP Morgan Chase Bank in New York, New York, based on MATTERA's false representations that the money would be used to purchase interests in a special purpose entity and would be held in escrow until such purchase was completed.

(Title 18, United States Code, Sections 1343 and 2.)

COUNT FOUR

(Money Laundering)

The Grand Jury further charges:

17. The allegations contained in paragraphs 1 through 7, 11 and 12 of this Indictment are repeated and realleged as if fully set forth herein.

18. From in or about November 2009 up to and including November 2011, in the Southern District of New York and elsewhere, JOHN A. MATTERA, the defendant, willfully and knowingly transported, transmitted and transferred, and attempted

to transport, transmit and transfer, a monetary instrument and funds, from a place in the United States to and through a place outside the United States, knowing that the monetary instrument and funds involved in the transportation, transmission and transfer represented proceeds of some form of unlawful activity and knowing that such transportation, transmission and transfer was designed in whole or in part to conceal and disguise the nature, the location, the source, the ownership, and the control of the proceeds of specified unlawful activity, that is, wire fraud, to wit, transfers of investor funds, for example, on or about June 28, 2011, MATTERA caused to be transferred $100,000 of investor funds from a MATTERA-controlled bank account in Boca Raton, Florida, to an account at a bank in Geneva, Switzerland, by way of an intermediary bank located in New York, New York. (Title 18, United States Code, Sections 1956(a)(2)(B)(i) and 2.)

FORFEITURE ALLEGATION

19. As the result of committing the conspiracy to commit securities fraud and wire fraud offense alleged in Count One of this Indictment, the securities fraud offense alleged in Count Two of this Indictment, the wire fraud offense alleged in Count Three of this Indictment, and the money laundering offense alleged in Count Four of this Indictment, JOHN MATTERA, the defendant, shall forfeit to the United States, pursuant to 18 U.S.C. §§ 981(a)(1)(c)) and 982, and 28 U.S.C. § 2461, all property, real and personal, that constitutes or is derived from

proceeds traceable to the commission of the offenses.

Substitute Asset Provision

20. If any of the above-described forfeitable property, as a result of any act or omission of the defendant:

(a) cannot be located upon the exercise of due diligence;

(b) has been transferred or sold to, or deposited with, a third person;

(c) has been placed beyond the jurisdiction of the Court;

(d) has been substantially diminished in value; or

(e) has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p) and 18 U.S.C. § 982(b), to seek forfeiture of any other property of said defendant up to the value of the above forfeitable property.

(Title 18, United States Code, Sections 981 and 982, and Title 28, United States Code, Section 2461)

FOREPERSON

PREET BHARARA
United States Attorney

CERTIFIED AS A TRUE COPY ON
THIS DATE 04/10/2023
BY _____
( ) Clerk
(✓) Deputy
TANLEY KLIMEK

Form No. USA-33s-274 (Ed. 9-25-58)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

- v. -

JOHN A. MATTERA,

Defendant.

INDICTMENT

12 CR ____

(Title 18, United States Code, Sections 371, 1956 and 2;
Title 15, United States Code, Sections 78j(b) and 78ff, and
Title 17, Code of Federal Regulations, Section 240.10b)

PREET BHARARA
United States Attorney.

A TRUE BILL

Foreperson.

2/8/12 FILED INDICTMENT ASSIGNED TO J. SULLIVAN
CATT, USMJ

ATTACHMENT

5

AO 245B (Rev 09/08) Judgment in a Criminal Case
Sheet 1

UNITED STATES DISTRICT COURT

Southern District of New York

UNITED STATES OF AMERICA
v.
John Mattera

JUDGMENT IN A CRIMINAL CASE

Case Number: 12 Cr. 127

USM Number: 7650-004

Carl F. Schoeppl
Defendant's Attorney

THE DEFENDANT:

☑ pleaded guilty to count(s) 1, 2, 3, and 4

☐ pleaded nolo contendere to count(s)
which was accepted by the court.

☐ was found guilty on count(s)
after a plea of not guilty.

The defendant is adjudicated guilty of these offenses:

Title & Section	Nature of Offense	Offense Ended	Count
18 usc 371	conspiracy to commit securities fraud	11/30/2011	1
15 usc 78j(b), 78ff	securities fraud	11/30/2011	2
18 usc 1343	wire fraud	11/30/2011	3

The defendant is sentenced as provided in pages 2 through 7 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

☐ The defendant has been found not guilty on count(s)

☐ Count(s) ____ ☐ is ☐ are dismissed on the motion of the United States.

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

6/21/2013
Date of Imposition of Judgment



Signature of Judge

Richard J. Sullivan
Name of Judge

U.S.D.J.
Title of Judge

6/21/2013
Date

USDS SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #: ____
DATE FILED: 6-25-13

CERTIFIED AS A TRUE COPY ON
THIS DATE 04/10/2023
BY Stanley Klimek
( ) Clerk
(✓) Deputy
STANLEY KLIMEK

AO 245B (Rev. 09/08) Judgment in a Criminal Case
Sheet 1A

DEFENDANT: John Mattera
CASE NUMBER: 12 Cr. 127

ADDITIONAL COUNTS OF CONVICTION

Title & Section	Nature of Offense	Offense Ended	Count
18 usc 1956	money laundering	11/30/2011	4

AO 245B (Rev. 09/08) Judgment in Criminal Case
Sheet 2 – Imprisonment

DEFENDANT: John Mattera
CASE NUMBER: 12 Cr. 127

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of:

132 months (60 months on Count One and 132 months each on Counts Two, Three and Four -- all to run concurrently). Defendant shall receive credit for time served.

☑ The court makes the following recommendations to the Bureau of Prisons:

that Defendant be housed as near as possible to Miami or Pensacola, Florida and that he be permitted to participate in the Residential Drug Abuse Program (RDAP).

☑ The defendant is remanded to the custody of the United States Marshal.

☐ The defendant shall surrender to the United States Marshal for this district:

☐ at ☐ a.m. ☐ p.m. on

☐ as notified by the United States Marshal.

☐ The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:

☐ before 2 p.m. on

☐ as notified by the United States Marshal.

☐ as notified by the Probation or Pretrial Services Office.

RETURN

I have executed this judgment as follows:

Defendant delivered on to

at with a certified copy of this judgment.

UNITED STATES MARSHAL

By
DEPUTY UNITED STATES MARSHAL

AO 245B (Rev. 09/08) Judgment in a Criminal Case
Sheet 3 Supervised Release

DEFENDANT: John Mattera
CASE NUMBER: 12 Cr 127

Judgment Page 4 of 7

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of :

three years on each count of conviction, all to run concurrently

The defendant must report to the probation office in the district to which the defendant is released within 72 hours of release from the custody of the Bureau of Prisons.

The defendant shall not commit another federal, state or local crime.

The defendant shall not unlawfully possess a controlled substance. The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.

☑ The above drug testing condition is suspended, based on the court's determination that the defendant poses a low risk of future substance abuse. *(Check, if applicable.)*

☑ The defendant shall not possess a firearm, ammunition, destructive device, or any other dangerous weapon. *(Check, if applicable.)*

☑ The defendant shall cooperate in the collection of DNA as directed by the probation officer. *(Check, if applicable.)*

☐ The defendant shall comply with the requirements of the Sex Offender Registration and Notification Act (42 U.S.C. § 16901, *et seq.*) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in which he or she resides, works, is a student, or was convicted of a qualifying offense. *(Check, if applicable.)*

☐ The defendant shall participate in an approved program for domestic violence. *(Check, if applicable.)*

If this judgment imposes a fine or restitution, it is a condition of supervised release that the defendant pay in accordance with the Schedule of Payments sheet of this judgment.

The defendant must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page.

STANDARD CONDITIONS OF SUPERVISION

1) the defendant shall not leave the judicial district without the permission of the court or probation officer;

2) the defendant shall report to the probation officer and shall submit a truthful and complete written report within the first five days of each month;

3) the defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;

4) the defendant shall support his or her dependents and meet other family responsibilities;

5) the defendant shall work regularly at a lawful occupation, unless excused by the probation officer for schooling, training, or other acceptable reasons;

6) the defendant shall notify the probation officer at least ten days prior to any change in residence or employment;

7) the defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any controlled substance or any paraphernalia related to any controlled substances, except as prescribed by a physician;

8) the defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;

9) the defendant shall not associate with any persons engaged in criminal activity and shall not associate with any person convicted of a felony, unless granted permission to do so by the probation officer;

10) the defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view of the probation officer;

11) the defendant shall notify the probation officer within seventy-two hours of being arrested or questioned by a law enforcement officer;

12) the defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court; and

13) as directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

DEFENDANT: John Mattera
CASE NUMBER: 12 Cr 127

SPECIAL CONDITIONS OF SUPERVISION

(1) Defendant shall provide the probation officer with access to any requested financial information

(2) Defendant shall not incur new credit charges or open additional lines of credit without the approval of the probation officer unless Defendant is in compliance with the installment payment schedule.

(3) Defendant shall participate in an alcohol aftercare treatment program under a co-payment plan, which may include testing via breathalyzer at the direction and discretion of the probation officer.

(4) Defendant shall be supervised in the district of his residence.

AO 245B (Rev. 09/08) Judgment in a Criminal Case
Sheet 5 — Criminal Monetary Penalties

DEFENDANT: John Mattera
CASE NUMBER: 12 Cr. 127

CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments on Sheet 6.

	Assessment	Fine	Restitution
TOTALS	$ 400.00	$ 0.00	$

☑ The determination of restitution is deferred until 7/19/2013 . An *Amended Judgment in a Criminal Case (AO 245C)* will be entered after such determination.

☐ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment, unless specified otherwise in the priority order or percentage payment column below. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

Name of Payee	Total Loss*	Restitution Ordered	Priority or Percentage

TOTALS	$ 0.00	$ 0.00	

☐ Restitution amount ordered pursuant to plea agreement $

☐ The defendant must pay interest on restitution and a fine of more than $2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on Sheet 6 may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

☐ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

☐ the interest requirement is waived for the ☐ fine ☐ restitution.

☐ the interest requirement for the ☐ fine ☐ restitution is modified as follows:

* Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

AO 245B Rev 09/08 Judgment in a Criminal Case
Sheet 6 Schedule of Payments

DEFENDANT John Mattera
CASE NUMBER 12 Cr 127

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows

A ☑ Lump sum payment of $ 400 00 due immediately, balance due

☐ not later than , or
☐ in accordance ☐ C, ☐ D, ☐ E, or ☐ F below, or

B ☐ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ F below), or

C ☐ Payment in equal (e g weekly monthly quarterly) installments of $ over a period of (e g months or years), to commence (e g 30 or 60 days) after the date of this judgment, or

D ☐ Payment in equa (e g weekly monthly quarterly) installments of $ over a period of (e g months or years), to commence (e g 30 or 60 days) after release from imprisonment to a term of supervision, or

F ☐ Payment during the term of supervised release will commence within (e g 30 or 60 days) after release from imprisonment The court will set the payment plan based on an assessment of the defendant's ability to pay at that time, or

F ☐ Special instructions regarding the payment of criminal monetary penalties

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed

☐ Joint and Several

Defendant and Co-Defendant Names and Case Numbers (including defendant number), Total Amount, Joint and Several Amount, and corresponding payee, if appropriate

☐ The defendant shall pay the cost of prosecution

☐ The defendant shall pay the following court cost(s)

☐ The defendant shall forfeit the defendant's interest in the following property to the United States

$11,800,000 in United States currency, as set forth in the Order of Forfeiture

Payments shall be applied in the following order (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) fine interest, (6) community restitution, (7) penalties, and (8) costs, including cost of prosecution and court costs

ATTACHMENT

6

UNITED STATES DISTRICT COURT
SOUTHERN DISRICT OF NEW YORK

- - - - - - - - - - - - - - - - - x

UNITED STATES OF AMERICA

- v. -

JOHN A. MATTERA,

Defendant.

- - - - - - - - - - - - - - - - - x

SECOND FINAL ORDER OF FORFEITURE

12 Cr. 127 (RJS)

USDS SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 8/18/14

WHEREAS, on February 8, 2012, JOHN A. MATTERA (the "Defendant") was charged in a four-count Indictment, 12 Cr. 127 (RJS) (the "Indictment"), with conspiracy to commit securities fraud and wire fraud, in violation of Title 18, United States Code, Section 371 (Count One); securities fraud, in violation of Title 15, United States Code, Sections 78j(b) and 78ff, Title 17, Code of Federal Regulations, Section 240.10b-5, and Title 18, United States Code, Section 2 (Count Two); wire fraud, in violation of Title 18, United States Code, Sections 1343 and 2 (Count Three); and money laundering, in violation of Title 18, United States Code, Sections 1956(a)(2)(B)(i) and 2 (Count Four);

WHEREAS, the Indictment included a forfeiture allegation as to Counts One through Four of the Indictment seeking, pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982, and Title 28, United States Code, Section 2461, the forfeiture of all property, real and personal, that

constitutes or is derived from proceeds traceable to the commission of the offenses alleged in Counts One through Four of the Indictment;

WHEREAS, on October 2, 2012, the Defendant pled guilty to Counts One, Two, and Three of the Indictment, pursuant to a plea agreement with the Government, wherein the Defendant admitted the forfeiture allegation with respect to Counts One through Three of the Indictment and agreed to forfeit to the United States, pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982, and Title 28, United States Code, Section 2461, all property, real and personal, which constitutes or is derived from proceeds traceable to the commission of the offenses, or is property involved in the money laundering offense, or is property traceable to such property, including but not limited to: (i) a sum of money equal to $13,000,000 in United States currency, representing the amount of proceeds traceable to the commission of the offenses; and (ii) all right, title and interest of the Defendant in the following specific property: (a) $25,000 cash (the "Cash") (posted as part of the Defendant's Bail); and (b) 2010 Ferrari Italia VIN Number ZFF67NFA3A0175042 (the "Vehicle") (securing Defendant's Bail);

WHEREAS, on or about November 8, 2012, the Court entered an Amended Consent Preliminary Order of Forfeiture as to Specific Property (the "Consent Order of Forfeiture"), which:

(i) imposed a money judgment against the Defendant, in the amount of $11,800,000 in United States currency, representing the amount of proceeds Defendant obtained as a result of the offenses charged in Counts One through Three of the Indictment; and (ii) ordered the forfeiture to the United States of all of the Defendant's right, title, and interest in the following:

a. the Cash;

b. the Vehicle;

c. any and all funds on deposit in Account No. 898040487028 held in the name of First American Service Transmittals Inc. at Bank of America;

d. any and all funds on deposit in Account No. 898040487387 held in the name of First American Service Transmittals Inc. at Bank of America;

e. any and all funds on deposit in Account No. 147672292 held in the name of BNF Rhino Island Capital Inc, AGT First American Service Transmittals Inc., EPT Escrow Account at Branch Banking and Trust Corporation;

f. any and all funds on deposit in Account No. 147672039 held in the name of BNF Rhino Island Capital, AGT First American Service Transmittals Inc., Escrow Account at Branch Banking and Trust Corporation;

g. any and all funds on deposit in Account No. 147671962 held in the name of First American Service Transmittals Inc., Admin Account at Branch Banking and Trust Corporation;

h. any and all funds on deposit in Account No. 147672314 held in the name of BNF Brookville Wilshire Fund Advertising, AGT First American Service Transmittals Inc., Facebook Escrow Account at Branch Banking and Trust Corporation;

i. any and all funds on deposit in Account No. 148852480 held in the name of BNF Rhino Island Capital, AGT First American Service Transmittals Inc., Groupon Escrow Account at Branch Banking and Trust Corporation;

j. any and all funds on deposit in Account No. 146652499 held in the name of BNF Rhino Island Capital, AGT First American Service Transmittals, Inc., Groupon Escrow Account at Branch Banking and Trust Corporation;

k. any and all funds on deposit in Account No. 148852502 held in the name of BNF Rhino Island Capital, AGT First American Service Transmittals, Inc, Groupon Escrow Account at Branch Banking and Trust Corporation;

l. any and all funds on deposit in Account No. 148277400 held in the name of Rhino Island Capital Inc. at Branch Banking and Trust Corporation;

m. any and all funds on deposit in Account No. 148561702 held in the name of Rhino Island Capital Inc. at Branch Banking and Trust Corporation;

n. any and all funds on deposit in Account No. 1100003483701 held in the name of Mattera Asset Management Inc. at Branch Banking and Trust Corporation (the "3701 BB&T Account");

o. any and all funds on deposit in Account No. 1100003483728 held in the name of Mattera Asset Management Inc. at Branch Banking and Trust Corporation (the "3728 BB&T Account");

p. any and all funds on deposit in Account No. 9117638920 held in the name of Mattera Asset Management Corporation at Citibank (the "8920 Citibank Account");

q. any and all funds on deposit in Account No. 824111348 held in the name of Boss International Marketing at JPMorgan Chase Bank;

r. any and all funds on deposit in Account No. 881459630 held in the name of Mattera Asset Management Corporation at JPMorgan Chase Bank (the "9630 JPMorgan Account");

s. any and all funds on deposit in Account No. 121014864 held in the name of Rhino Island Capital at Paradise Bank;

t. any and all funds on deposit in Account No. 862-357750 held in the name of Lan T. Phan at TD Ameritrade; and

u. any and all funds on deposit in Account No. 6700-0901 held in the name of Ann Mattera at E*Trade Securities LLC (the "0901 E*Trade Account");

(collectively, the "Specific Properties");

WHEREAS, the Consent Order of Forfeiture directed the United States to publish, for at least thirty (30) consecutive days, notice of the Consent Order of Forfeiture, of the United States' intent to dispose the Specific Properties and the requirement that any person asserting a legal interest in the Specific Properties file a petition with the Court in accordance with the requirements of Title 21, United States Code, Sections 853(n)(2) and (3). The Consent Order of Forfeiture further stated that the United States could, to the extent practicable, provide direct written notice to any person known to have an alleged interest in the Specific Properties;

WHEREAS, notice of the Consent Order of Forfeiture and the intent of the United States to dispose of the Specific Properties was published on www.forfeiture.gov, the official

United States government internet site, beginning on November 27, 2012 and for thirty (30) consecutive days thereafter, pursuant to Rule G(4)(a)(iv)(C) of the Supplemental Rules for Admiralty and Maritime Claims and Asset Forfeiture Actions, and proof of publication was filed on January 17, 2013;

WHEREAS, between January 17, 2013 and February 1, 2013, notice of the Consent Order of Forfeiture was sent by certified mail, return receipt requested, to: David R. Chase, Esq., counsel for the Lan T. Phan, at David R. Chase, P.A., 1700 East Las Olas Boulevard, Suite 305, Fort Lauderdale, Florida 33301; Ann A. Mattera, at P.O. Box 861, Boca Raton, Florida 33429; Ann A. Mattera, at 148 Tilford G, Deerfield Beach, Florida 33442; and Ann A. Mattera, at 5140 Congress Avenue, Boca Raton, Florida 33487;

WHEREAS, the Defendant and the individuals listed above are the only persons known by the Government to have a potential interest in the Specific Properties;

WHEREAS, on or about March 13, 2013, Ann Mattera faxed a letter to the United States Attorney's Office asserting an interest in the following (the "Ann Mattera Letter"):

a. the 3701 BB&T Account;

b. the 3728 BB&T Account;

c. the 8920 Citibank Account;

d. the 9630 JPMorgan Account; and

e. the 0901 E*Trade Account;

WHEREAS, the Government has made an application to the Court to have the Ann Mattera Letter deemed improper;

WHEREAS, Ann Mattera has not properly filed a petition in this action contesting the forfeiture of the Specific Properties;

WHEREAS, on or about August 26, 2013, the Court entered a Final Order of Forfeiture, forfeiting the Specific Properties to the United States of America;

WHEREAS, on or about May 27, 2014, the Court entered an Preliminary Order of Forfeiture as to Substitute Assets (the "Preliminary Order of Forfeiture") (attached hereto as Exhibit A), which ordered the forfeiture to the United States of all of the Defendant's right, title, and interest in:

a. the following items seized on or about November 14, 2012 by members of the Department of Treasury from the Defendant's residence at 455 East Palmetto Park Road, Apartment 4W, Boca Raton, Florida:

i. Painting: Zavaleta - 2 Females and Mandolin;

ii. Painting: Zavaleta - 2 Females - Standing;

iii. Print: Giclee abstract in blue with spots of red and green;

iv. Framed Silk Hermes Scarf "L'ombrelle Macique";

v. Framed Silk Hermes Scarf "Cent Plis De Miao";

vi. Painting: Kirton-Smith - "Three Dancers";

vii. Painting: Zavaleta - "Two Entwined & Drinking";

viii. Framed Silk Hermes Scarf "Ex Libris en Camouflage";

ix. Framed Silk Hermes Scarf "Clic Cloic";

x. Painting: Kirton-Smith - Dancing Couple, Blue;

xi. Painting: Kirton-Smith - Dancing Couple, Red;

xii. Painting: JC - Abstract with elongated extremities;

xiii. White Specialized Bike - Cross Trail;

xiv. Black Specialized Bike - Transition Expert;

xv. Orange Specialized Bike;

xvi. Black Cannondale Bike - Taiwan Mfg;

xvii. Bust: Chikembirike - "Foreteller";

xviii. One Fender "Crash" Guitar;

xix. Glass Sculpture: Folded Vase - Blue/Red/Green;

xx. Gary Felt Bike - F5-56 Green;

xxi. Painting: Niko - "Bella Lima";

xxii. Ferrari 156 Sharknose Model - Pewter & Autograph;

xxiii. One AMESC Safe; and

xxiv. Painting: John Crash Matos - "Unhinged";

b. the following items seized on or about November 14, 2012 by members of the Department of Treasury from a storage unit maintained for the Defendant by Addison Storage at 900 N.W. 1st Street, Boca Raton, Florida:

i. Painting: Ansn - European Street Scene;

ii. Painting: JC - Portrait Head of Female;

iii. Painting: JC - Bust of Female;

iv. Painting: John Crash Matos - "Eye & Chain";

v. Prints (2): Gillette - Three heads in Profile & One framed Newspaper Article celebrating Bikram Yoga;

vi. Painting: John Crash Matos - "Simply Crash";

vii. Print & Embroidery: Matter Family Crest and Name History;

viii. Mixed Media Artworks (2): G Alexandra - Female Figures with poems and inscriptions;

ix. Paintings (2): John Crash Matos - "Royal Tea" & "Stamped for Life";

x. Prints (2): Giclee - Geometric Shapes (reproduction");

xi. Painting: John Crash Matos - "Black F-1";

xii. Painting: John Crash Matos - "Red F-1";

xiii. Bronze Statue: Golfer by Siliamg - 19/100;

xiv. One Piece "Crash" Special Edition Luggage;

xv. One Piece "Crash" Special Edition Luggage; and

xvi. One Fender Guitar Case;

c. the following items seized on or about November 14, 2012 by members of the Department of Treasury from a storage unit maintained for the Defendant by Eire Companies at 6453 W. Rogers Circle, Boca Raton, Florida:

i. Photo Reproduction: View from Hillside Balcony;

ii. Painting: S Lee - Still-Life - Urn with Flowers;

iii. Reproduction Poster: "Endless Summer";

iv. Painting: Petrilli - Harbor through Stone Archway;

v. One Bag with Stamp Collection and Coins; and

vi. Fender Bullet 150 Amplifier;

d. any and all funds on deposit in Account No. 9117139296 held in the name of Ft. Lauderdale Investments, LLC, seized on or about November 30, 2011 by members of the Department of Treasury;

(collectively, the "Substitute Properties");

WHEREAS, the Preliminary Order of Forfeiture directed the United States to publish, for at least thirty (30) consecutive days, notice of the Preliminary Order of Forfeiture, of the United States' intent to dispose the Substitute

Properties and the requirement that any person asserting a legal interest in the Substitute Properties file a petition with the Court in accordance with the requirements of Title 21, United States Code, Sections 853(n)(2) and (3). The Preliminary Order of Forfeiture further stated that the United States could, to the extent practicable, provide direct written notice to any person known to have an alleged interest in the Substitute Properties;

WHEREAS, notice of the Preliminary Order of Forfeiture and the intent of the United States to dispose of the Substitute Properties was published on www.forfeiture.gov, the official United States government internet site, beginning on June 4, 2014 and for thirty (30) consecutive days thereafter, pursuant to Rule G(4)(a)(iv)(C) of the Supplemental Rules for Admiralty and Maritime Claims and Asset Forfeiture Actions, and proof of publication was filed on July 23, 2014 (attached hereto as Exhibit B);

WHEREAS, the Defendant is the only individual known by the Government to have a potential interest in the Substitute Properties;

WHEREAS, pursuant to Title 21, United States Code, Section 853(n)(7), the United States shall have clear title to forfeited property if no petitions for a hearing to contest the

forfeiture have been filed within thirty (30) days of final publication of notice of forfeiture as set forth in Title 21, United States Code, Section 853(n)(2); and

WHEREAS, thirty (30) days have expired since final publication of notice and no petitions to contest the forfeiture of the Substitute Properties have been filed;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. All right, title, and interest in the Substitute Properties is hereby forfeited and vested in the United States of America, and shall be disposed of according to law.

2. Pursuant to Title 21, United States Code, Section 853(n)(7), the United States of America shall and is hereby deemed to have clear title to the Substitute Properties.

3. The Department of Treasury (or its designee) shall take possession of the Substitute Properties and dispose of the same according to law, in accordance with Title 21, United States Code, Section 853(h).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

4. The Clerk of the Court shall forward three certified copies of this Order to Assistant United States Attorney Sharon Cohen Levin, Chief of the Money Laundering and Asset Forfeiture Unit, One St. Andrew's Plaza, New York, New York 10007.

Dated: New York, New York
August 18, 2014

SO ORDERED:

HONORABLE RICHARD J. SULLIVAN
UNITED STATES DISTRICT JUDGE

Exhibit A

USDS SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 5/27/14

UNITED STATES DISTRICT COURT
SOUTHERN DISRICT OF NEW YORK

UNITED STATES OF AMERICA	:	PRELIMINARY ORDER OF FORFEITURE AS TO SUBSTITUTE ASSETS
- v. -	:	
JOHN A. MATTERA,	:	12 Cr. 127 (RJS)
Defendant.	:	

WHEREAS, on February 8, 2012, JOHN A. MATTERA (the "Defendant") was charged in a four-count Indictment, 12 Cr. 127 (RJS) (the "Indictment"), with conspiracy to commit securities fraud and wire fraud, in violation of Title 18, United States Code, Section 371 (Count One); securities fraud, in violation of Title 15, United States Code, Sections 78j(b) and 78ff, Title 17, Code of Federal Regulations, Section 240.10b-5, and Title 18, United States Code, Section 2 (Count Two); wire fraud, in violation of Title 18, United States Code, Sections 1343 and 2 (Count Three); and money laundering, in violation of Title 18, United States Code, Sections 1956(a)(2)(B)(i) and 2 (Count Four);

WHEREAS, the Indictment included a forfeiture allegation as to Counts One through Four of the Indictment seeking, pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982, and Title 28, United States Code, Section 2461, the forfeiture of all property, real and personal, that

constitutes or is derived from proceeds traceable to the commission of the offenses alleged in Counts One through Four of the Indictment (the "Forfeiture Allegation");

WHEREAS, on October 2, 2012, the Defendant pled guilty to Counts One, Two, and Three of the Indictment, pursuant to a plea agreement with the Government, wherein the Defendant admitted the Forfeiture Allegation with respect to Counts One through Three of the Indictment and agreed to forfeit to the United States, pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982, and Title 28, United States Code, Section 2461, all property, real and personal, which constitutes or is derived from proceeds traceable to the commission of the offenses, including but not limited to: (i) a sum of money equal to $13,000,000 in United States currency, representing the amount of proceeds traceable to the commission of the offenses; and (ii) all right, title and interest of the Defendant in the following specific property: (a) $25,000 cash (the "Cash") (posted as part of the Defendant's bail); and (b) 2010 Ferrari Italia VIN Number ZFF67NFA3A0175042 (the "Vehicle") (securing Defendant's Bail);

WHEREAS, on or about November 8, 2012, the Court entered an Amended Consent Preliminary Order of Forfeiture as to Specific Property (the "Consent Order of Forfeiture"), which (i) imposed a money judgment against the Defendant, in the amount of

$11,800,000 in United States currency, representing the amount of proceeds Defendant obtained as a result of the offenses charged in Counts One through Three of the Indictment (the "Money Judgment"), and (ii) ordered the forfeiture to the United States of all of the Defendant's right, title, and interest in the following:

a. the Cash;

b. the Vehicle;

c. any and all funds on deposit in Account No. 898040487028 held in the name of First American Service Transmittals Inc. at Bank of America;

d. any and all funds on deposit in Account No. 898040487387 held in the name of First American Service Transmittals Inc. at Bank of America;

e. any and all funds on deposit in Account No. 147672292 held in the name of BNF Rhino Island Capital Inc, AGT First American Service Transmittals Inc., EPT Escrow Account at Branch Banking and Trust Corporation;

f. any and all funds on deposit in Account No. 147672039 held in the name of BNF Rhino Island Capital, AGT First American Service Transmittals Inc., Escrow Account at Branch Banking and Trust Corporation;

g. any and all funds on deposit in Account No. 147671962 held in the name of First American Service Transmittals Inc., Admin Account at Branch Banking and Trust Corporation;

h. any and all funds on deposit in Account No. 147672314 held in the name of BNF Brookville Wilshire Fund Advertising, AGT First American Service Transmittals Inc., Facebook Escrow Account at Branch Banking and Trust Corporation;

i. any and all funds on deposit in Account No. 148852480 held in the name of BNF Rhino Island Capital, AGT First American Service Transmittals Inc., Groupon Escrow Account at Branch Banking and Trust Corporation;

j. any and all funds on deposit in Account No. 146652499 held in the name of BNF Rhino Island Capital, AGT First American Service Transmittals, Inc., Groupon Escrow Account at Branch Banking and Trust Corporation;

k. any and all funds on deposit in Account No. 148852502 held in the name of BNF Rhino Island Capital, AGT First American Service Transmittals, Inc, Groupon Escrow Account at Branch Banking and Trust Corporation;

l. any and all funds on deposit in Account No. 148277400 held in the name of Rhino Island Capital Inc. at Branch Banking and Trust Corporation;

m. any and all funds on deposit in Account No. 148561702 held in the name of Rhino Island Capital Inc. at Branch Banking and Trust Corporation;

n. any and all funds on deposit in Account No. 1100003483701 held in the name of Mattera Asset Management Inc. at Branch Banking and Trust Corporation;

o. any and all funds on deposit in Account No. 1100003483728 held in the name of Mattera Asset Management Inc. at Branch Banking and Trust Corporation;

p. any and all funds on deposit in Account No. 9117638920 held in the name of Mattera Asset Management Corporation at Citibank;

q. any and all funds on deposit in Account No. 824111348 held in the name of Boss International Marketing at JPMorgan Chase Bank;

r. any and all funds on deposit in Account No. 881459630 held in the name of Mattera Asset Management Corporation at JPMorgan Chase Bank;

s. any and all funds on deposit in Account No. 121014864 held in the name of Rhino Island Capital at Paradise Bank;

t. any and all funds on deposit in Account No. 862-357750 held in the name of Lan T. Phan at TD Ameritrade; and

u. any and all funds on deposit in Account No. 6700-0901 held in the name of Ann Mattera at E*Trade Securities LLC;

WHEREAS, the Consent Order of Forfeiture also provided for, among other things, the Department of Treasury (or its designee) to enter the Defendant's residence at 455 East Palmetto Park Road, Apartment 4W, Boca Raton, Florida ("455 East Palmetto"); the storage unit maintained for the Defendant by Eire Companies at 6453 W. Rogers Circle, Boca Raton, Florida ("6453 W. Rogers Circle"); and the storage unit maintained for the Defendant by Addison Storage at 900 N.W. 1st Street, Boca Raton, Florida ("900 N.W. 1st Street"), for the purpose to inspecting the property therein, and seize any property of the Defendant therein, up to the amount of the Money Judgment, for forfeiture as substitute assets;

WHEREAS, on or about November 14, 2012, members of the Department of Treasury seized the following items from 455 East Palmetto:

a. Painting: Zavaleta - 2 Females and Mandolin;

b. Painting: Zavaleta - 2 Females - Standing;

c. Print: Giclee abstract in blue with spots of red and green;

d. Framed Silk Hermes Scarf "L'ombrelle Macique";

e. Framed Silk Hermes Scarf "Cent Plis De Miao";

f. Painting: Kirton-Smith - "Three Dancers";

g. Painting: Zavaleta - "Two Entwined & Drinking";

h. Framed Silk Hermes Scarf "Ex Libris en Camouflage";

i. Framed Silk Hermes Scarf "Clic Cloic";

j. Painting: Kirton-Smith - Dancing Couple, Blue;

k. Painting: Kirton-Smith - Dancing Couple, Red;

l. Painting: JC - Abstract with elongated extremities;

m. White Specialized Bike - Cross Trail;

n. Black Specialized Bike - Transition Expert;

o. Orange Specialized Bike;

p. Black Cannondale Bike - Taiwan Mfg;

q. Bust: Chikembirike - "Foreteller";

r. One Fender "Crash" Guitar;

s. Glass Sculpture: Folded Vase - Blue/Red/Green;

t. Gary Felt Bike - F5-56 Green;

u. Painting: Niko - "Bella Lima";

v. Ferrari 156 Sharknose Model - Pewter & Autograph;

w. One AMESC Safe; and

x. Painting: John Crash Matos - "Unhinged".

(collectively, the "Specific Property-1");

WHEREAS, on or about November 14, 2012, members of the Department of Treasury seized the following items from 900 N.W. 1st Street:

a. Painting: Ansn - European Street Scene;

b. Painting: JC - Portrait Head of Female;

c. Painting: JC - Bust of Female;

d. Painting: John Crash Matos - "Eye & Chain";

e. Prints (2): Gillette - Three heads in Profile & One framed Newspaper Article celebrating Bikram Yoga;

f. Painting: John Crash Matos - "Simply Crash";

g. Print & Embroidery: Mattera Family Crest and Name History;

h. Mixed Media Artworks (2): G Alexandra - Female Figures with poems and inscriptions;

i. Paintings (2): John Crash Matos - "Royal Tea" & "Stamped for Life";

j. Prints (2): Giclee - Geometric Shapes (reproduction");

k. Painting: John Crash Matos - "Black F-1";

l. Painting: John Crash Matos - "Red F-1";

m. Bronze Statue: Golfer by Siliamg - 19/100;

n. One Piece "Crash" Special Edition Luggage;

o. One Piece "Crash" Special Edition Luggage; and

p. One Fender Guitar Case.

(collectively, the "Specific Property-2");

WHEREAS, on or about November 14, 2012, members of the Department of Treasury seized the following items from 6453 W. Rogers Circle:

a. Photo Reproduction: View from Hillside Balcony;

b. Painting: S Lee - Still-Life - Urn with Flowers;

c. Reproduction Poster: "Endless Summer";

d. Painting: Petrilli - Harbor through Stone Archway;

e. One Bag with Stamp Collection and Coins; and

f. Fender Bullet 150 Amplifier.

(collectively, the "Specific Property-3");

WHEREAS, on or about November 30, 2011, members of the Department of Treasury seized any and all funds on deposit in Account No. 9117139296 held in the name of Ft. Lauderdale Investments, LLC (the "Account");

WHEREAS, the Money Judgment entered against the Defendant remains unpaid;

WHEREAS, as a result of acts and omissions of the Defendant, the Government, despite the exercise of due diligence, has been unable to locate the remainder of the proceeds of the offenses charged in Counts One through Three of the Indictment;

WHEREAS, the United States is authorized, pursuant to Federal Rule of Criminal Procedure 32.2, to seek the forfeiture

of the following assets of the Defendant, to be applied in partial satisfaction of the Money Judgment entered against him:

a. Specific Property-1;

b. Specific Property-2;

c. Specific Property-3; and

d. the Account;

(collectively, the "Substitute Assets");

WHEREAS, pursuant to Title 21, United States Code, Section 853(g) and Rule 32.2(c) of the Federal Rules of Criminal Procedure, the Government is now entitled, pending any assertion of third-party claims, to reduce the Substitute Assets to its possession and to notify any and all potential purchasers and transferees thereof of its interest therein;

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. As a result of the offenses charged in Counts One, Two, and Three of the Indictment, to which the Defendant pled guilty to, all of the Defendant's right, title, and interest in the Substitute Assets is hereby forfeited to the United States for disposition in accordance with the law, subject to the provisions of Title 21, United States Code, Section 853.

2. Pursuant to Rule 32.2(b)(4) of the Federal Rules of Criminal Procedure, upon entry of this Preliminary Order of

Forfeiture as to Substitute Assets, this Order is final as to the Defendant, JOHN A. MATTERA, and shall be deemed part of the sentence of the Defendant, and shall be included in the judgment of conviction therewith.

3. Upon entry of this Preliminary Order of Forfeiture as to Substitute Assets, the Department of Treasury (or its designee) is authorized to seize the Substitute Assets and hold the Substitute Assets in its secure, custody, and control.

4. Pursuant to Title 21, United States Code, Section 853(n)(1), Rule 32.2(b)(6) of the Federal Rules of Criminal Procedure, Rules G(4)(a)(iv)(C) and G(5)(a)(ii) of the Supplemental rules for Admiralty or Maritime Claims and Asset Forfeiture Actions, the United States shall publish for at least thirty (30) consecutive days on the official government internet forfeiture site, www.forfeiture.gov, notice of this Second Preliminary Order of Forfeiture as to Substitute Assets. Any person, other than the Defendant in this case, claiming an interest in any of the Substitute Assets must file a petition within sixty (60) days from the first day of publication of the notice on this official government internet site, or no later than thirty-five (35) days from the mailing of actual notice, whichever is earlier.

5. This notice shall state that the petition shall be for a hearing to adjudicate the validity of the petitioner's alleged interest in any of the Substitute Assets, shall be signed by the petitioner under penalty of perjury, and shall set forth the nature and extent of the petitioner's right, title, and interest in any of the Substitute Assets and any additional facts supporting the petitioner's claim and the relief sought, pursuant to Title 21, United States Code, Section 853(n).

6. Pursuant to Rule 32.2(b)(6)(A) of the Federal Rules of Criminal Procedure, the Government shall send notice to any person who reasonably appears to be a potential claimant with standing to contest the forfeiture in the ancillary proceeding.

7. Upon adjudication of all third-party interests, this Court will enter a Final Order of Forfeiture with respect to the Substitute Assets pursuant to Title 21, United States Code, Section 853(n) and Rule 32.2(c)(2) of the Federal Rules of Criminal Procedure, in which all third-party interests will be addressed.

8. The Court shall retain jurisdiction to enforce this Order, and to amend it as necessary, pursuant to Rule 32.2(e) of the Federal Rules of Criminal Procedure.

9. Pursuant to Rule 32.2(b)(3) of the Federal Rules of Criminal Procedure, upon entry of this Preliminary Order of

Forfeiture as to Substitute Assets, the United States Attorney's Office is authorized to conduct any discovery needed to identify, locate or dispose of forfeitable property, including depositions, interrogatories, requests for production of documents and the issuance of subpoenas, pursuant to Rule 45 of the Federal Rules of Civil Procedure.

10. The Clerk of the Court shall forward three certified copies of this Order to Assistant United States Attorney Paul M. Monteleoni, One St. Andrew's Plaza, New York, New York 10007.

Dated: New York, New York
May 22, 2014

SO ORDERED:

HONORABLE RICHARD J. SULLIVAN
UNITED STATES DISTRICT JUDGE

Exhibit B

PREET BHARARA
United States Attorney for the
Southern District of New York
By: PAUL M. MONTELEONI
Assistant United States Attorney
One St. Andrew's Plaza
New York, New York 10007
Tel.: (212) 637-2219

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,	DECLARATION OF PUBLICATION
-v.-	12 Cr. 127 (RJS)
JOHN A. MATTERA,	
Defendant.	

I, PAUL M. MONTELEONI, pursuant to Title 28, United States Code, Section 1746, hereby declare under the penalty of perjury that:

I am an Assistant United States Attorney in the office of the United States Attorney for the Southern District of New York; and

Attached to this declaration are (1) a true and correct copy of a notice of criminal forfeiture in this action, and (2) a true and correct copy of an Advertisement Certification Report, indicating that the aforementioned notice was posted on an official government internet site (www.forfeiture.gov) for at least 30 consecutive days, beginning on June 4, 2014, as required by Rule G(4)(a)(iv)(C) of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions; and

Both documents referenced-above were obtained from a Consolidated Asset Tracking System maintained by the Department of Justice.

Dated: New York, New York
July 23, 2014

PAUL M. MONTELEONI
Assistant United States Attorney

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
COURT CASE NUMBER: 12 CR. 127 (RJS); NOTICE OF FORFEITURE

Notice is hereby given that on May 27, 2014, in the case of U.S. v. John A. Mattera, Court Case Number 12 CR. 127 (RJS), the United States District Court for the Southern District of New York entered an Order condemning and forfeiting the following property to the United States of America:

Items Seized from 455 East Palmetto Park Road, Apartment 4W, Boca Raton, Florida on or about November 14, 2012, (13-IRS-002024)including the following:
a. Painting: Zavaleta - 2 Females and Mandolin;
b. Painting: Zavaleta - 2 Females - Standing;
c. Print: Giclee abstract in blue with spots of red and green;
d. Framed Silk Hermes Scarf -"L' ombrelle Macique";
e. Framed Silk Hermes Scarf -"Cent Plis De Miao";
f. Painting: Kirton Smith -"Three Dancers";
g. Painting: Zavaleta - "Two Entwined & Drinking";
h. Framed Silk Hermes Scarf "Ex Libris en Camouflage";
i. Framed Silk Hermes Scarf "Clic Cloic";
j . Painting: Kirton-Smith - Dancing Couple, Blue;
k. Painting: Kirton-Smith - Dancing Couple, Red;
1. Painting: JC - Abstract with elongated extremities;
m. White Specialized Bike - Cross Trail;
n. Black Specialized Bike - Transition Expert;
o. Orange Specialized Bike;
p. Black Cannondale Bike Taiwan Mfg;
q. Bust: Chikembirike - "Foreteller";
r. One Fender - "Crash" Guitar;
s. Glass Sculpture: Folded Vase Blue/Red/Green;
t. Gary Felt Bike F5-56 Green;
u. Painting: Niko - "Bella Lima";
v. Ferrari 156 Sharknose Model - Pewter & Autograph;
w. One AMESC Safe; and
x. Painting: John Crash Matos "Unhinged".

Items seized from the storage unit maintained for John A. Mattra by Addison Storage at 900 N.W. 1st Street, Boca Raton Florida on or about November 14, 2012 (13-IRS-002025)including the following:
a. Painting: Ansn - European Street Scene;
b. Painting: JC - Portrait Head of Female;
c. Painting: JC - Bust of Female;
d. Painting: John Crash Matos - "Eye & Chain";
e. Prints (2): Gillette Three heads in Profile & One framed Newspaper Article celebrating Bikram Yoga;
f. Painting: John Crash Matos - "Simply Crash";
g. Print & Embroidery: Mattera Family Crest and Name History;
h. Mixed Media Artworks (2): G Alexandra - Female Figures with poems and inscriptions; Female

i. Paintings (2): John Crash Matos - "Royal Tea" & "Stamped for Life"
j. Prints (2) : Giclee Geometric Shapes (reproduction");
k. Painting: John Crash Matos - "Black F-1";
1. Painting: John Crash Matos - "Red F-1";
m. Bronze Statue: - Golfer by Siliamg - 19/100;
n. One Piece - "Crash" Special Edition Luggage;
o. One Piece - "Crash" Special Edition Luggage; and
p. One Fender - Guitar Case.

Items seized from the storage maintained for John A. Mattera by Eire Companies at 6453 W. Rogers Circle, Boca Raton Florda, on or about November 14, 2012 (13-IRS-002026)including the following:
a. Photo Reproduction: View from Hillside Balcony;
b. Painting: S Lee - Still-Life - Urn with Flowers;
c. Reproduction Poster: "Endless Summer";
d. Painting: Petrilli - Harbor through Stone Archway;
e. One Bag with Stamp Collection and Coins; and
f. Fender Bullet 150 Amplifier

Any and all funds on deposit in Account No. 9117139296 held in the name of Ft. Lauderdale Investments, LLC (13-IRS-002027)

The United States hereby gives notice of its intent to dispose of the forfeited property in such manner as the United States Attorney General may direct. Any person, other than the defendant(s) in this case, claiming interest in the forfeited property must file a Petition within 60 days of the first date of publication (June 04, 2014) of this Notice on this official government internet web site, pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure and 21 U.S.C. § 853(n)(1). The petition must be filed with the Clerk of the Court, United States District Court, 500 Pearl Street, Room 120, New York, NY 10007, and a copy served upon Assistant United States Attorney Paul Monteleoni, One St. Andrew's Plaza, New York, NY 10007. The petition shall be signed by the petitioner under penalty of perjury and shall set forth the nature and extent of the petitioner's right, title or interest in the forfeited property, the time and circumstances of the petitioner's acquisition of the right, title and interest in the forfeited property and any additional facts supporting the petitioner's claim and the relief sought, pursuant to 21 U.S.C. § 853(n).

Following the Court's disposition of all petitions filed, or if no such petitions are filed, following the expiration of the period specified above for the filing of such petitions, the United States shall have clear title to the property and may warrant good title to any subsequent purchaser or transferee.

Advertisement Certification Report

The Notice of Publication was available on the www.forfeiture.gov web site for at least 18 hours per day between June 4, 2014 and July 03, 2014. Below is a summary report that identifies the uptime for each day within the publication period and reports the results of the web monitoring system's daily check that verifies that the advertisement was available each day.

U.S. v. John A. Mattera

Court Case No: 12 CR. 127 (RJS)
For Asset ID(s): See Attached Advertisement Copy

Consecutive Calendar Day Count	Date Advertisement Appeared on the Web Site	Total Hours Web Site was Available during Calendar Day	Verification that Advertisement existed on Web Site
1	06/04/2014	24.0	Verified
2	06/05/2014	24.0	Verified
3	06/06/2014	24.0	Verified
4	06/07/2014	24.0	Verified
5	06/08/2014	22.3	Verified
6	06/09/2014	23.0	Verified
7	06/10/2014	24.0	Verified
8	06/11/2014	24.0	Verified
9	06/12/2014	24.0	Verified
10	06/13/2014	24.0	Verified
11	06/14/2014	24.0	Verified
12	06/15/2014	24.0	Verified
13	06/16/2014	24.0	Verified
14	06/17/2014	23.8	Verified
15	06/18/2014	24.0	Verified
16	06/19/2014	24.0	Verified
17	06/20/2014	21.6	Verified
18	06/21/2014	24.0	Verified
19	06/22/2014	24.0	Verified
20	06/23/2014	24.0	Verified
21	06/24/2014	24.0	Verified
22	06/25/2014	24.0	Verified
23	06/26/2014	24.0	Verified
24	06/27/2014	24.0	Verified
25	06/28/2014	24.0	Verified
26	06/29/2014	24.0	Verified
27	06/30/2014	24.0	Verified
28	07/01/2014	24.0	Verified
29	07/02/2014	24.0	Verified
30	07/03/2014	24.0	Verified

Additional log information is available and kept in the archives for 15 years after the asset has been disposed.

ATTACHMENT

7

USDS SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 12-9-13

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----------x

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

-against-

JOHN A. MATTERA, ET AL.,

Defendants.

----------x

11 Civ. 8323 (PKC)

MEMORANDUM AND ORDER

CASTEL, District Judge:

The Securities and Exchange Commission ("SEC") asserts that John Mattera, in violation of section 5 of the Securities Act of 1933 ("Securities Act"), section 17(a) of the Securities Act, section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act"), and Rule 10b-5 thereunder, solicited investments in special purpose vehicles that falsely claimed to hold shares in pre-IPO companies and that David Howard, in violation of section 5 of the Securities Act, assisted in the solicitation and sales. (Docket # 1.) The SEC now moves for summary judgment against Mattera and Howard, and other relief.

Mattera, who is pro se, has not submitted a response to the SEC's motion. In opposition, Howard, who is also pro se, characterizes his actions as "introductions," rather than "solicitations," and claims that, as such, they should not expose him to liability under section 5. In response to the SEC's well-supported summary judgment motions, Mattera and Howard have failed to come forward with evidence that, if believed, would permit a reasonable fact-finder to find in their favor on the issue of liability. Howard has, however, submitted enough evidence that would permit a reasonable fact-finder to find that he did not act with the requisite level of scienter to justify third-tier penalties. For the reasons discussed, the SEC's motions for summary

judgment are granted with respect to Mattera and Howard's liability, but denied with respect to civil money penalties against Howard.

BACKGROUND

I. Procedural History

The SEC alleges that Mattera, Howard, and the other named defendants engaged in the fraudulent and sales of securities. (Compl. ¶ 1, Docket # 1.) Specifically, the Complaint alleges that the defendants solicited more than $12.6 million in investments in special purpose investment vehicles ("SPVs"). In these SPVs, the defendants purported to hold shares in certain privately-held companies expected to launch initial public offerings. (Id. ¶¶ 1–4.) The Complaint further alleges that the SPVs did not in fact hold such shares and Mattera simply transferred investor funds to accounts under his control. (Id. ¶ 5.)

Previously, the SEC applied to the Court for a Temporary Restraining Order, and Order Freezing Assets and Granting Other Relief ("TRO"). (Docket # 4.) The Court granted the SEC's application and set the matter for a preliminary injunction hearing. (Id.)

At the hearing, the SEC presented the Court with a Stipulation and Consent Order Imposing Preliminary Injunction and Other Relief Against Defendant John A. Mattera (the "Consent Order") signed by Mattera. (Docket # 25.) The Consent Order was entered as an Order of the Court and filed that same day and a similar order was entered against Howard. (Id.; Docket # 23.)

The Consent Order ordered Mattera to hold and retain within his control, and otherwise prevent "any withdrawal, transfer, pledge, encumbrance, assignment, dissipation, concealment, or other disposal of any assets, funds, or other property," including money and

personal property, whether held in Mattera's name or for his direct or indirect beneficial interest. (Id. at 6.)

On September 26, 2012, this Court found, by clear and convincing evidence, that Mattera violated the asset freeze by, inter alia, liquidating assets and transferring the proceeds to his mother, incurring debt in excess of that permitted by the Consent Order, and having his mother make unauthorized expenditures on his behalf. (Findings of Fact and Conclusions of Law on Civil Contempt ("Contempt Order") 7–14, Docket # 107.) Accordingly, the Court held him in contempt of court. (Id. at 21–22.) Mattera was ordered to pay $75,000 to the Court Registry and provide the SEC and the Court, by September 30, 2012, a verified accounting of his assets and related documents. (Id. at 23–24.) The Court warned that if he failed to comply with the terms of the order, his Answer would be stricken. (Id. at 24–25.) The Contempt Order, in relevant part, stated:

> If John Mattera does not file such evidence establishing full compliance with Paragraphs 1, 2, and 3, his Answer in this action, filed on January 27, 2012 (Docket # 64), will be STRICKEN. The foregoing relief is appropriate because other sanctions are not likely to be efficacious, John Mattera's conduct has caused significant delay and prejudiced the SEC's ability to prove its case, and, further, John Mattera has made no significant effort to purge himself of contempt since the SEC's May 22, 2012 application.
> (Id. at 24 -25.)

As of July 30, 2013, Mattera had failed to comply with the terms of the September 26, 2012, Contempt Order. (See Willenken Decl. ¶ 12.) There is no evidence that he has complied since then.

The striking of a defendant's pleading is a drastic measure and runs counter to the strong policy in favor of giving every party his day in court. Throughout this litigation,

Mattera's conduct has caused delay. In the Contempt Order, Mattera was given clear notice that his failure to comply with its terms would result in the striking of his Answer. Because he has failed to comply with the monetary sanctions of the Contempt Order, a sanction less than the striking of his pleading would not likely be efficacious. Despite notice and warning from the Court, he has, for ten months, failed to comply with the Contempt Order. Consequently, the Court hereby strikes Mattera's Answer in this action.

II. Factual History

The following facts are either undisputed or described in the light most favorable to defendants as the non-movants. See, e.g., Costello v. City of Burlington, 632 F.3d 41, 45 (2d Cir. 2011). Because Mattera's Answer has been stricken, the allegations against him in the Complaint are accepted and deemed as true by the Court, but only insofar as consideration of the motion directed towards him. See Rule 8(b)(6), Fed. R. Civ. P. Additional facts are derived from the parties' submissions of evidence in connection with the motions and their respective Rule 56.1 statements, but only to the extent not disputed by Howard.

Though Howard has not submitted a sworn statement in opposition to the SEC's motion, the Court will consider the assertions in his Rule 56.1 statement and opposition brief to the extent that they are otherwise admissible. See Geldzahler v. N.Y. Med. Coll., 746 F. Supp. 2d 618, 620 n.1 (S.D.N.Y. 2010) ("[D]espite [plaintiff] having received the 56.2 Notice, we take into account his status as a pro se litigant and will consider the unsworn statements in his 56.1 Response on the assumption that he would have testified to these statements in his Declaration."). To the extent that Howard's earlier sworn testimony conflicts with his later unsworn statements in opposition to the motion, the earlier testimony is accepted as true. Hayes v. New York City Dep't of Corrs., 84 F.3d 614, 619 (2d Cir. 1996) ("[A] party may not create an

issue of fact by submitting an affidavit in opposition to a summary judgment motion that, by omission or addition, contradicts the affiant's previous deposition testimony.")

In 2010, Mattera, together with his associate Bradford Van Siclen, formed an entity known as the Praetorian Fund and a number of affiliated LLCs. (Compl. ¶ 27–28.)[1] Each LLC purported to be an SPV that held (or would soon hold) shares in a single pre-IPO company, such as Facebook, Groupon, or Zynga. (Id.) In reality, the LLCs held no shares at all. (Id. ¶ 33.) None of the funds were registered with the SEC. (Willenken Decl. Ex. G ¶ 15.)

Beginning in approximately August, 2010, Mattera and Van Siclen solicited investments in the Practorian entities through a number of broker-dealers. (Compl. ¶¶ 29–30.) In order to facilitate sales, Mattera and Van Siclen provided subscription agreements representing that the Fund held shares of pre-IPO companies and that investor funds would be held in an escrow account until a later triggering event. (Id. ¶ 32–33.) Once investors transferred money into the purported escrow accounts, Mattera had the funds removed and distributed amongst his associates. (See id. ¶¶ 85 -87.)

Howard's affiliation with Praetorian began in July or August, 2011, when he, together with representatives of Eastern Institutional Funding ("EIF"), met with Van Siclen at a bar in Manhattan to speak about business opportunities with the Praetorian Fund. (Jacobson Decl. Ex. E, at 11–13.) Van Siclen described Praetorian to Howard as a fund which held shares of pre-IPO companies which were expected to go public within the next eighteen to twenty-four months. (Id. at 15 -16.) At the meeting, Van Siclen recruited Howard to introduce Praetorian funds to broker-dealers in the New York area. (Id. at 16.) The dealers would then, in turn, sell the product to their clients. (Id.) Howard's compensation would be 10% of sales, shared with

[1] The allegations of the Complaint are relied upon only as to defendant Mattera whose Answer has been stricken and not as to defendant Howard who has answered and denied many of the material allegations of the Complaint.

the brokers, based on the volume of sales the brokers made. (See id. at 18–19, 30–31.) Once Howard began working with broker-dealers, Praetorian sent compensation to Howard directly. (Id. at 133.) Howard then passed a portion of the compensation to the broker-dealers as their commission. (Id.) On average, Howard kept 2% of the commission. (Id. at 133–34.)

While affiliated with Praetorian, Howard acted as a liaison between brokers and Van Siclen. (See id. at 36–40.) When brokers had questions, they would ask Howard, who would forward the questions to Van Siclen. (See id.) In addition to answering questions, Howard pointed brokers to Praetorian's website for more information. (Id. at 78–80.) In order to obtain information about the funds, users were required to register with the website as accredited investors. (Id. at 78–79.) Only after the registration process was complete did users gain access to fund information. (Id. at 82.) According to Howard, the process was identical to that found on other investment websites. (Id. at 28–30, 78–79.)

Joseph Almazon was one investor that Howard introduced to the Praetorian fund. (Id. at 65, 75, 85–86.) Howard initially met Almazon through dealings with EIF. (See id. at 65.) Believing Almazon to be a registered broker-dealer, Howard gave him information about Praetorian. (See id. at 66–69, 74–75.) Though Howard explicitly told Almazon that the fund was only open to accredited investors, Almazon, who was not accredited, invested in Praetorian on his own. (Id. at 81–82; see Pl.'s Rule 56.1 Statement Against Howard ¶¶ 15, 19.) In order to invest, Almazon signed documentation attesting that he met the requirements of accreditation. (Jacobson Decl. Ex. G, at 78–79.)

After investing his own capital, Almazon brought in one other investor, who he thought was accredited, to the fund. (Jacobson Decl. Ex. G, at 105–06.) Subsequently, Almazon increased his involvement and, with Van Siclen's approval, began directly soliciting investors on

a larger scale. (See id.) To increase sales, Almazon added an "investment banking" tab on his web site and enlisted the help of interns in his office. (See id. at 106, 122.) Almazon told the interns that they should "feel free" to bring Praetorian to the attention of their friends or family. (Id.) In pursuit of investors, one intern made a posting to LinkedIn advertising access to shares of the pre-IPO companies. (See id. at 106–07; Jacobson Decl. Ex. B ¶ 6.) When Van Siclen learned of the posting, he instructed Almazon to take it down. (Jacobson Decl. Ex. G, at 106 07.) Praetorian did not gain any new investors from the advertisement. (Id. at 107.) Howard had no knowledge of Almazon's actions, or of the LinkedIn posting. (Jacobson Decl. Ex. E, at 87–88; Def. Howard's Rule 56.1 Statement ¶ 18.)

Almazon received compensation through EIF for his dealings with Praetorian. (Def. Howard's Rule 56.1 Statement ¶¶ 12–20.) Because Howard initially introduced Almazon to the fund, he expected to be credited for his role, but did not receive any compensation for Almazon's investments, or those investments that Almazon solicited. (Jacobson Decl. Ex. E, at 84 87.) In a message to Van Siclen, Howard claimed that he introduced both Almazon and EIF to Praetorian and wanted to ensure that he would be paid accordingly. (Id.)

Howard also told his friends, Jared Reynolds and Nicole Stillings, about the Praetorian Fund, who, though interested in investing, and were "obviously doing pretty well," could not meet Praetorian's minimum investment thresholds. (See id. at 88–91.) To facilitate their investment, Howard suggested that they form an LLC to act as an SPV and pool for investors. (Id. at 89 -92.) Howard assisted in the creation of the fund and put his friends in direct contact with Praetorian. (Id. at 107–110.) Howard also provided a signed letter attesting that the newly-formed fund was a "verified introducing fund" for Praetorian. (Jacobson Decl. Ex. F.)

Through the LLC, Reynolds and Stillings pooled their friends' investments for the purposes of purchasing Praetorian securities. (Jacobson Decl. Ex. E, at 109–110.) Reynolds and Stillings also kept 2% of the equity in fees. (Id. at 111–12.) Though his friends registered with Praetorian as accredited investors and managed the fund, Howard provided his own access codes to the Praetorian website to at least one investor in the LLC who did not register directly. (Id. at 89, 92–96.)

As noted, the SEC filed claims against Mattera for violations of section 10(b) of the Exchange Act and Rule 10b-5 thereunder, and sections 5 and 17(a) of the Securities Act. (Compl. ¶¶ 93–105, 109–11, 115–18.) The SEC also filed claims against Howard for sales of unregistered securities in violation of section 5 of the Securities Act. (Pl.'s Rule 56.1 Statement Against Howard ¶ 5.)

On February 8, 2012, the United States brought criminal charges against Mattera, including a charge of securities fraud, in violation of section 10(b) of the Exchange Act, and Rule 10b-5, based on his sales of Praetorian securities. United States v. Mattera, No. 12 Cr. 127(RJS) (S.D.N.Y.); (Willenken Decl. Ex. B. ¶¶ 8–18.) The criminal case arose out of the same underlying facts as the instant action. (Compare Compl. with Willenken Decl. Ex. B.) The Indictment alleged that from November 2009 through November 2011, Mattera, in combination with other individuals, offered investors the ability to invest in SPVs which they falsely represented owned shares in pre-IPO companies. (Willenken Decl. Ex. B. ¶ 5.) It further alleged that, based on Mattera's misrepresentations, investors sent more than $11 million into escrow accounts maintained by banks in Florida and that Mattera, instead of maintaining the investors' money in escrow, caused the vast majority of investor funds to be transferred to other entities associated with him. (Id. ¶ 17)

On October 2, 2012, Mattera pled guilty to the criminal charges against him, including the charge of securities fraud under section 10(b) and Rule 10b-5. (Willenken Decl. Ex. D.)

LEGAL STANDARD

Summary judgment "shall" be granted "if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Rule 56, Fed. R. Civ. P. It is the initial burden of a movant on a summary judgment motion to come forward with evidence on each material element of its claim or defense, sufficient to demonstrate that it is entitled to relief as a matter of law. Vt. Teddy Bear Co. v. 1-800 Beargram Co., 373 F.3d 241, 244 (2d Cir. 2004). In raising a triable issue of fact, the non-movant carries only "a limited burden of production," but nevertheless "must 'demonstrate more than some metaphysical doubt as to the material facts,' and come forward with 'specific facts showing that there is a genuine issue for trial.'" Powell v. Nat'l Bd. of Med. Exam'rs, 364 F.3d 79, 84 (2d Cir. 2004) (quoting Aslanidis v. U.S. Lines, Inc., 7 F.3d 1067, 1072 (2d Cir. 1993)).

A fact is material if it "might affect the outcome of the suit under the governing law," meaning that "the evidence is such that a reasonable jury could return a verdict for the nonmoving party." Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986). The Court must view the evidence in the light most favorable to the non-moving party and draw all reasonable inferences in its favor, granting summary judgment only when no reasonable trier of fact could find in favor of the nonmoving party. Costello v. City of Burlington, 632 F.3d 41, 45 (2d Cir. 2011); accord Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 585–88 (1986). In reviewing a motion for summary judgment, the court may scrutinize the record, and grant or

deny summary judgment as the record warrants. Rule 56(c)(3), Fed. R. Civ. P. In the absence of any disputed material fact, summary judgment is appropriate. Rule 56(a), Fed. R. Civ. P.

"A party opposing summary judgment does not show the existence of a genuine issue of fact to be tried merely by making assertions that are conclusory or based on speculation." Major League Baseball Properties, Inc. v. Salvino, Inc., 542 F.3d 290, 310 (2d Cir. 2008) (citations omitted); see also Anderson, 477 U.S. at 249 50 (summary judgment may be granted if the opposing evidence is "merely colorable" or "not significantly probative") (citations omitted). An opposing party's facts "must be material and of a substantial nature, not fanciful, frivolous, gauzy, spurious, irrelevant, gossamer inferences, conjectural, speculative, nor merely suspicions." Contemporary Mission, Inc. v. U.S. Postal Serv., 648 F.2d 97, 107 n.14 (2d Cir. 1981) (internal quotation marks and citation omitted).

A pro se party's submissions must be read liberally. This precept is especially important in the summary judgment context, where claims are subject to final adjudication. See Graham v. Lewinski, 848 F.2d 342, 344 (2d Cir. 1988). "However, at some point in a lawsuit even pro se litigants must make clear to the court their claims and the facts that they believe entitle them to specific relief. The summary judgment stage is an appropriate juncture to identify the real issues in a case," even where a party proceeds pro se. Salahuddin v. Coughlin, 781 F.2d 24, 29 (2d Cir. 1986).

Local Civil Rule 56.1 of this District requires a summary judgment movant to submit a statement with numbered paragraphs setting forth "the material facts as to which the moving party contends there is no genuine issue to be tried." Local Civil Rule 56.1(a). "Each numbered paragraph in the statement of material facts set forth in the statement required to be served by the moving party will be deemed to be admitted for purposes of the motion unless

specifically controverted by a correspondingly numbered paragraph in the statement required to be served by the opposing party." Local Civil Rule 56.1(c). "Each statement by the movant or opponent pursuant to Rule 56.1(a) and (b), including each statement controverting any statement of material fact, must be followed by citation to evidence which would be admissible, set forth as required by Fed. R. Civ. P. 56(c)." Local Civil Rule 56.1(d). "A party may object that the material cited to support or dispute a fact cannot be presented in a form that would be admissible in evidence." Rule 56(c), Fed. R. Civ. P. "'Therefore, only admissible evidence need be considered by the trial court in ruling on a motion for summary judgment.'" Presbyterian Church of Sudan v. Talisman Energy, Inc., 582 F.3d 244, 264 (2d Cir. 2009) (quoting Raskin v. Wyatt Co., 125 F.3d 55, 66 (2d Cir. 1997)).

DISCUSSION

I. Howard Had Adequate Notice and Time to Respond.

Howard contends that he was never provided with a notice of motion, only the supporting documentation. This assertion is unsupported by the record. Though the initial notice was returned by the postal service as undeliverable, notice was later effectuated through e-mail service. (Docket # 159; Def.'s Mem. of Law in Supp. of Def.'s Opp'n to Pl.'s Mot. for Summ. J. Ex. 3.) Included in the e-mail service was the Local Rule 56.2 "Notice to Pro Se Litigant Who Opposes a Summary Judgment Motion," informing Howard of what was required of him as a pro se litigant. (Def.'s Mem. of Law in Supp. of Def.'s Opp'n to Pl.'s Mot. for Summ. J. Ex. 3.) Due to the delay in service, the SEC requested an extension of time for Howard's response. (Docket # 159.) In response to the SEC's request, the Court granted a three week extension of time for Howard to respond to the motion. (Id.) Thus, he had ample time to prepare a response and provide supporting documentation.

II. The SEC's Motion for Summary Judgment Is Granted with Respect to the Claims against Mattera.

With respect to the claims against Mattera, the SEC argues that Mattera's guilty plea in his criminal action requires a finding of liability in this civil action through the doctrine of collateral estoppel. "Under collateral estoppel, once an issue is actually and necessarily determined by a court of competent jurisdiction, that determination is conclusive in subsequent suits based on a different cause of action involving a party to the prior litigation." Montana v. United States, 440 U.S. 147, 153 (1979).

a. Section 10(b) of the Exchange Act and Rule 10b-5 Thereunder

The Supreme Court has afforded district courts "broad discretion" in determining whether to deny collateral estoppel, although "the general rule should be that in cases where a plaintiff could easily have joined in the earlier action or where . . . the application of offensive estoppel would be unfair to a defendant, a trial judge should not allow the use of offensive collateral estoppel." Parklane Hosiery Co. v. Shore, 439 U.S. 322, 331 (1979).

In a civil case, it is appropriate to estop a party from relitigating issues actually and necessarily decided as part of a prior criminal judgment and conviction, in part because "[t]he government bears a higher burden of proof in the criminal than in the civil context." Gelb v. Royal Globe Ins. Co., 798 F.2d 38, 43 (2d Cir. 1986) (citing United States v. Podell, 572 F.2d 31, 35 (2d Cir. 1978)), cert. denied, 480 U.S. 948 (1987). "Perhaps the most attractive cases that have extended issue preclusion from criminal convictions to civil actions involve claims by the government for civil remedies based on the same transaction that gave rise to the conviction." 18B Charles Alan Wright, Arthur R. Miller & Edward H. Cooper, Federal Practice & Procedure § 4474 (2d ed.). For estoppel purposes, there is no difference between a conviction obtained by a plea, or

by a guilty verdict. Podell, 572 F.2d at 35. Federal criminal convictions have a collateral estoppel effect in federal civil actions under a four-part test:

> (1) the issues in both proceedings must be identical, (2) the issue in the prior proceeding must have been actually litigated and actually decided, (3) there must have been a full and fair opportunity for litigation in the prior proceeding, and (4) the issue previously litigated must have been necessary to support a valid and final judgment on the merits.
> Gelb, 798 F.2d at 44.

Under prong two of Gelb, Mattera's plea of guilty to the Court on the Indictment in United States v. Mattera, No. 12 Cr. 127(RJS) (S.D.N.Y.), actually litigated and decided the facts necessary to reach a verdict on the criminal securities fraud claims as they pertained to Mattera's misrepresentations about the Praetorian securities. Similarly, under prong three, the record in the criminal action, of which the Court take judicial notice, reveals that Mattera was afforded "a full and fair opportunity for the litigation in the prior proceeding." There is no evidence that Mattera was deprived of any procedural or constitutional safeguards in the criminal action; these proceedings are entitled to a presumption of correctness. See id.

Violations of section 10(b) of the Exchange Act may lead to both a civil enforcement action, brought by the SEC, and a criminal enforcement action, brought by the United States government. See 15 U.S.C. § 78u(d). In the criminal action, to establish a violation under section 10(b) and Rule 10b-5, the government was required to show "that in connection with the purchase or sale of a security the defendant, acting with scienter, made a material misrepresentation (or a material omission if the defendant had a duty to speak) or used a fraudulent device." SEC v. First Jersey Secs., Inc., 101 F.3d 1450, 1467 (2d Cir. 1996). Because both the civil and criminal actions stem from the same statutory provision, the elements the SEC must allege in the instant action are the same as those alleged by the government in the criminal action, the only difference being the burden of proof necessary to establish liability. See 15 U.S.C.

§ 78(u)(d); Gelb, 798 F.2d 38 at 43. Therefore, the Court looks to the facts set forth in the Indictment and in the civil Complaint as they pertain to the issuance and sales of Praetorian securities for the purpose of evaluating the first and fourth prongs of Gelb.

In Count 2, the Indictment alleged that, in violation of section 10(b) and Rule 10b-5, Mattera "willfully and knowingly, by the use of the means and instrumentalities of interstate commerce, the mails, and the facilities of national securities exchanges, did use and employ, in connection with the purchase and sale of securities, to wit, interests in [Praetorian funds], manipulative and deceptive devices and contrivances, ..." (Willenken Decl. Ex. B ¶ 14.) From November 2009 through November 2011, Mattera, in combination with other individuals, offered investors the ability to invest in SPVs which they falsely represented owned shares in pre-IPO companies. (Id. ¶ 5.) Based on Mattera's misrepresentations, investors sent more than $11 million into escrow accounts maintained by banks in Florida. (Id. ¶ 7.) Instead of maintaining the investors' money in escrow, Mattera caused the vast majority of investor funds to be transferred to other entities associated with him. (Id.)

The civil Complaint sets forth claims under section 10(b) and Rule 10b-5 arising out of the same transactions. (Compl. ¶¶ 98–102.) It alleges that Mattera, together with associates, solicited investments in LLCs purporting to be SPVs that held (or would soon hold) shares in a single pre-IPO company, such as Facebook, Groupon, or Zynga. (Id. ¶¶ 27–30.) In reality, the LLCs held no shares at all. (Id. ¶ 33.) In order to facilitate sales, Mattera provided subscription agreements representing that Praetorian held shares of pre-IPO companies and that investor funds would be held in an escrow account until a later triggering event. (Id. ¶ 32–33.) Once investors transferred money into the purported escrow accounts, Mattera had the funds removed and distributed amongst his associates. (See id. ¶¶ 85–87.) Reduced to its essentials,

Mattera's conviction pursuant to section 10(b) and Rule 10b-5 actually and necessarily decided that he was civilly liable under section 10(b) and Rule 10b-5 of making false representations concerning SPVs that purportedly held shares of pre-IPO companies.

For the purposes of this motion, the Court concludes that Mattera's prior conviction estops him from relitigating the same facts as they pertain to civil claims under section 10(b) and Rule 10b-5. Mattera's guilty plea in the parallel criminal action actually and necessarily decided that Mattera, "acting with scienter, made a false material representation" causing injury, Caiola v. Citibank, N.A., N.Y., 295 F.3d 312, 321 (2d Cir. 2002) (internal quotations and citations omitted), and that, as Gelb requires, the issues in that proceeding were identical to those here. The SEC will be granted summary judgment in its favor on its section 10b and Rule 10b-5 claims arising out of Mattera's misrepresentations about the Practorian funds.

b. Section 17(a) of the Securities Act

"Section 17(a) of the Securities Act is a general prohibition against fraud in the offer or sale of securities, using the mails or the instruments of interstate commerce." SEC v. McCaskey, No. 98 CIV. 6153, 2001 WL 1029053, at *4 (S.D.N.Y. Sept. 6, 2011). The elements constituting a prima facie showing of a section 17(a) violation are "essentially the same" as the elements of a violation of section 10(b) of the Exchange Act. SEC v. Monarch Funding Grp., 192 F.3d 295, 308 (2d Cir. 1999). The difference between the two sections is that section 17(a) applies only to sellers of securities, whereas section 10(b) applies to both buyers and sellers. Aaron v. SEC, 446 U.S. 680, 687–88 (1980). Therefore, if a party is liable under section 17(a), it is necessarily liable under section 10(b) as well. See McCaskey, 2011 WL 1029053, at *4. Conversely, if a seller is liable under section 10(b), it is necessarily liable under section 17(a).

For the purposes of this motion, the Court concludes that Mattera's liability under section 10(b) estops him from relitigating the same facts as they pertain to civil claims under section 17(a). Because Mattera was a seller of Praetorian securities, his violations of section 10(b) actually and necessarily establish that he knowingly engaged in the fraudulent sale of securities, in violation of section 17(a). The SEC will be granted summary judgment in its favor on its section 17(a) claims arising out of Mattera's misrepresentations about the Praetorian funds.

c. Section 5 of the Securities Act

Unlike the other claims against Mattera, claims pursuant to section 5 of the Securities Act were not present in the Indictment in the criminal prosecution. Under section 5, all non-exempt securities offered for sale to the public must be registered with the SEC prior to the offer or sale of such securities. See 15 U.S.C. § 77e; see also SEC v. Cavanagh (Cavanagh III), 445 F.3d 105, 111 (2d Cir. 2006). To state a claim under section 5, the SEC must show "(1) lack of a registration statement as to the subject securities; (2) the offer or sale of the securities; and (3) the use of interstate transportation or communication and the mails in connection with the offer or sale." Cavanagh III, 445 F.3d at 111 n.13 (internal quotation marks and citation omitted). Scienter is not an element of a section 5 violation. See SEC v. Universal Express, Inc., 475 F. Supp. 2d 412, 422 (S.D.N.Y. 2007); SEC v. Softpoint, Inc., 958 F. Supp. 846, 859-60 (S.D.N.Y. 1997), aff'd, 159 F.3d 1348 (2d Cir. 1998) (citing SEC v. Universal Major Indus. Corp., 546 F.2d 1044, 1047 (2d Cir. 1976)). A defendant may rebut the SEC's prima facie case for a section 5 violation by proving the applicability of an exemption from registration. See Cavanagh III, 445 F.3d at 111 n.13 (citation omitted); Universal Express, Inc., 475 F. Supp. 2d at 422.

Here, the SEC has established the elements of a section 5 violation. First, the SEC has shown that the shares of Praetorian Mattera sold were not registered. (Willenken Decl. Ex. G ¶ 15.) Second, the securities were offered for sale. (Compl. ¶¶ 29 30.) Finally, because Matera solicited investments through e-mail, interstate communication was used in connection with the offer or sale. (Compl. ¶¶ 30, 43.) Therefore, the SEC has made a prima facie showing of Mattera's liability.

Once the SEC has made its showing, the burden falls to Mattera to show that the offering qualified for an exemption from registration. Because Mattera has not submitted a response to the SEC's motion, despite having had a full and fair opportunity to do so, he has not met his burden. Therefore, the SEC's motion for summary judgment with respect to the claims relating to Mattera's violation of section 5 of the Securities Act will be granted.

III. The SEC's Motion for Summary Judgment with Regards to the Claims against Howard Pursuant to Section 5 Is Granted.

The SEC asserts that, because Howard assisted in the sale of unregistered securities, he violated section 5 of the Securities Act. Section 4(1) of the Securities Act provides that the registration requirements of section 5 do not apply to "transactions by any person other than an issuer, underwriter, or dealer." 15 U.S.C. § 77d(a)(1). As such, section 4(1) provides an exemption for transactions, not individuals. Liability for violations of section 5, therefore, can extend beyond issuers, underwriters and dealers, to all necessary participants in the sale of unregistered stock by someone who is an issuer, underwriter or dealer. See Universal Express, Inc. 475 F. Supp. 2d at 422 ("Liability for violations of Section 5 extends to those who have 'engaged in steps necessary to the distribution of [unregistered] security issues." (quoting SEC v. Chinese Consol. Benev. Ass'n. Inc., 120 F.2d 738, 741 (2d Cir. 1941) (alteration in original));

see also SEC v. Cavanagh (Cavanagh I), 1 F. Supp. 2d 337, 372 (S.D.N.Y. 1998), aff'd, 155 F.3d 129 (2d Cir. 1998). "The 'necessary participant test . . . essentially asks whether, but for the defendant's participation, the sale transaction would not have taken place'—in other words, whether the defendants' acts were a 'substantial factor in the sale transactions.'" Universal Express, Inc., 475 F. Supp. 2d at 422 (alteration in original) (quoting SEC v. Murphy, 626 F.2d 633, 651–52 (9th Cir. 1980)).

Howard does not dispute that the Praetorian offerings were unregistered, offered for sale, or that interstate communication was used in the sales. The SEC alleges that Howard was a necessary participant and substantial factor in the unregistered offering by virtue of the following conduct: (1) introducing broker-dealers to Praetorian; (2) acting as a liaison between the broker-dealers and Praetorian; (3) assisting his friends in the creation of an LLC with the purpose of purchasing Praetorian funds.

Howard also does not dispute that he played a role in the sale of the Praetorian securities, that the sales at issue would not have taken place but for Howard's introductions, and that he communicated with broker-dealers regarding what actions they should take with clients. (See Def. Howard's Rule 56.1 Statement ¶¶ 8–10.) Though Howard was not the party selling securities, he was actively involved in the process and compensated for his role. (Jacobson Decl. Ex. E, at 133–34.) As such, there is no material dispute that Howard was a substantial factor in the sale of unregistered securities. Therefore, the SEC has made a prima facie showing of Howard's liability.

Once the SEC has made its showing, the burden falls to Howard to show that the offering qualified for an exemption from registration. Though Howard does not explicitly state which exemption should apply to his actions in facilitating the sale of unregistered securities, the

documents he submitted indicate that he is arguing for an exemption under the private placement exemption of Rule 506 in that he only solicited investments, through broker-dealers, of accredited investors. 17 C.F.R. § 230.506; (See Def. Howard's Rule 56.1 Statement ¶¶ 4, 15.) Howard argues that Praetorian purported to certify its investors and that he relied, in good faith, on the representations of both Praetorian and the investors themselves. The SEC claims that Almazon's general solicitations of Praetorian funds served to taint the entire offering and, as such, no exemptions are available. Howard asserts that Almazon's soliciations should be viewed as separate from Howard because EIF was the entity that collected commissions on Almazon's behalf.

Under Rule 506, offerings are exempt from registration if there are no more than thirty-five unaccredited purchasers for the offering and the offering conforms to the general requirements laid out by the SEC. 17 C.F.R. §§ 230.502, 230.506. A purchaser is considered "accredited" if the issuer, or a person acting on the issuer's behalf, reasonably believes that the purchaser meets the SEC's requirements. 17 C.F.R. § 230.501(a). If it is later shown that a purchaser did not meet the requirements of accreditation, the exemption will not be lost if the issuer can show that it acted in good faith in attempting to comply with the requirements and the failure to comply was not significant "with respect to the offering as a whole." 17 C.F.R. § 230.508.

The Rule outright prohibits general solicitations for sales of unregistered securities. See 17 C.F.R. §§ 230.502(c), 230.508. General solicitations include, but are not limited to, "[a]ny advertisement, article, notice or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio." 17 C.F.R. § 230.502(c). As a general rule, an offering tends to become public "when the promoters begin

to bring in a diverse group of uninformed friends, neighbors and associates." Nonpublic Offering Exemption, 1933 Act Release No. 33-4552, 27 Fed. Reg. 11316 (Nov. 6, 1962). If a general solicitation has been deemed to have taken place, then no exemption may be claimed. See id.; see also SEC v. Opulentica, LLC, 479 F. Supp. 2d 319, 328 (S.D.N.Y. 2007) (finding no exemption available because defendants engaged in general solicitation in newspapers and web pages).

Any solicitation by an authorized agent or representative of an issuer will serve to deprive an offering of any exemptions claimed by the issuer. See 17 C.F.R. §§ 230.502(c), 230.508 (stating that any general solicitation is deemed significant with respect to the offering as a whole); Nonpublic Offering Exemption ("If the investment banker places the securities with discretionary accounts and other customers without regard to the ability of such customers to meet the tests implicit [for accredited investors], the exemption may be lost."). Though the regulations are silent as to the consequences of unauthorized or accidental solicitations, at least one court has taken the view that if the consequences of the solicitation were de minimis, and the issuer took action to correct the error, the issuer may still claim an exemption. See SEC v. Dunfee, Fed. Sec. L. Rep. (CCH) ¶ 91,970, 1966 U.S. Dist. LEXIS 10105, at *3 (W.D. Mo. 1966).

The SEC asserts that Almazon engaged in general solicitation for sales of Praetorian funds because he added an "investment banking" tab to his website and because an intern posted an advertisement to LinkedIn promoting the securities. Because the record is silent as to what Almazon posted on the "investment banking" tab on his website, the Court cannot conclude that the tab constituted a general solicitation. (See Jacobson Decl. Ex. G, at 121.) Similarly, because the LinkedIn posting was made without Almazon's authorization, he told the

intern to take the promotional materials down shortly after they were posted, and Praetorian gained no new investors as a consequence, it appears that the advertisement was an error with de minimis consequences. (See id. at 106–07.) If this were the only evidence concerning general solicitation, the Court would be inclined to deny summary judgment and set the matter for trial at which a more fulsome record could be developed.

However, Almazon also told interns that they could "feel free" to bring the Praetorian Fund to the attention of friends and family. (Id. at 106.) Because Almazon had no reason to believe that interns' acquaintances and relatives would be sophisticated investors who would qualify as accredited investors, his actions do qualify as a general solicitation. Therefore, Almazon's actions deprived sales of Practorian securities from a Rule 506 exemption, if the sales at issue were part of the same "offering."

The term "offering" is not defined in the Securities Act. 17 C.F.R. § 230.502(a). "[T]he determination as to whether separate sales of securities are part of the same offering (i.e., are considered integrated) depends on the particular facts and circumstances." Id. (emphasis in original). "A person may not separate parts of a series of related transactions, the sum total of which is really one offering, and claim that a particular part is a nonpublic transaction." Nonpublic Offering Exemption. Whether two separate sales of securities are integrated is a question of fact. See Brown v. Earthboard Sports USA, Inc., 481 F.3d 901, 914 (6th Cir. 2007).

The SEC standard, which courts have applied, examines five factors to determine whether separate sales should be integrated into one offering: (1) whether the different sales are part of a single plan of financing; (2) whether the sales involve issuance of the same class of securities; (3) whether the offerings were made at or about the same time; (4) whether the same

type of consideration is being received; and (5) whether the sales are made for the same general purpose. 17 C.F.R. § 230.502(a); Cavanagh III, 445 F.3d at 112 n.17.

The inquiry is made from the perspective of the issuer of the securities. See Murphy, 626 F.2d at 645 46 (finding offerings to be integrated despite "difficulty" in determining the issuer); Cavanagh I, 1 F. Supp. 2d at 365 (finding that two events were "integrated in the minds of their architects"). Neither the SEC, nor any court, has provided guidance as to how to weigh the factors, though, in general, the first and fifth factors are often given greater weight. Id. at 364 (citations omitted).

Mattera and Van Siclen, as the creators of the Praetorian funds, are the issuers. With respect to them, all five factors weigh heavily in favor of finding all sales of Praetorian funds to be integrated. First, all sales were part of a larger plan involving the sale of Praetorian equities. Second, there is no evidence to suggest any difference between sales that Almazon facilitated and sales other broker-dealers made; all sales were for the same shares of Praetorian. Third, Almazon made his sales contemporaneously with Howard's solicitations of broker-dealers. Fourth, it appears that all sales were made in exchange for cash. Finally, both Howard and Almazon were working towards a common goal selling Praetorian investments.

Because they involved the same offering, no reasonable fact-finder could find that Howard's sales of securities were independent from Almazon's actions. As such, no exemption is available for any sales that Howard facilitated making him liable under section 5 of the Securities Act. Therefore, the SEC's motion for summary judgment on the issue of Howard's liability will be granted.

IV. Howard Is Ordered to Pay $34,575 Plus Prejudgment Interest in Disgorgement.

Disgorgement of illicit profits is a proper equitable remedy for violations of the securities laws. See SEC v. Tome, 833 F.2d 1086, 1096 (2d Cir. 1987) (disgorgement "is a method of forcing a defendant to give up the amount by which he was unjustly enriched." (internal quotation marks and citation omitted)). "The remedy consists of factfinding by a district court to determine the amount of money acquired through wrongdoing . . . ." Cavanagh III, 445 F.3d at 116. Consequently, a district court has "broad discretion not only in determining whether or not to order disgorgement but also in calculating the amount to be disgorged." First Jersey Secs., Inc., 101 F.3d at 1474–75.

"The primary purpose of disgorgement orders is to deter violations of the securities laws by depriving violators of their ill-gotten gains." SEC v. Fischbach Corp., 133 F.3d 170, 175 (2d Cir. 1997). Because the distribution of disgorged profits to fraud victims is a secondary goal, "the size of a disgorgement order 'need not be tied to the losses suffered by defrauded investors.'" Official Comm. Of Unsecured Creditors of WorldCom, Inc. v. SEC, 467 F.3d 73, 81 (2d Cir. 2006) (quoting Fischbach Corp., 133 F.3d at 175–76). In situations where the disgorgement amount cannot be accurately measured, it must "be a reasonable approximation of profits causally connected to the violation." SEC v. Warde, 151 F.3d 42, 50 (2d Cir. 1998) (quoting SEC v. Patel, 61 F.3d 137, 139 (2d Cir. 1995)). Any risk of uncertainty falls on the party who created the uncertainty. Id. (citing Patel, 61 F.3d at 140).

Once the SEC has made a reasonable showing of defendants' illicit profits, the burden shifts to the defendants to show that the disgorgement figure is not a reasonable approximation. Opulentica, LLC, 479 F. Supp. 2d at 330. Ultimately, the SEC bears the burden

of persuasion that its disgorgement figure reasonably approximates the amount of unjust enrichment. See id.

The SEC seeks disgorgement in the amount of $141,655, which Howard received in commissions from his role in the Praetorian offerings. The SEC bases this figure upon Howard's verified accounting. (Jacobson Decl. Ex. C.) This accounting is also supported by wire transfer documents from Praetorian to Howard. (See Jacobson Decl. Ex. D.) Howard does not dispute that he received $141,655, but also asserts that he paid out $107,080 to various broker-dealers, which he also attested to in the accounting. (Jacobson Decl. Ex. C.) This Court concludes that a more reasonable approximation of his gain is the amount retained in his accounts, $34,575.

The $107,080 that Howard paid is best characterized as a transaction cost incurred in the course of his dealings. Such costs are typically deductible from a calculation of profits to be disgorged. Cf. Hermann v. Steinberg, 812 F.2d 63, 66 (2d Cir. 1987) ("Non-incidental expenses incurred in purchasing section 16(b) stock are not deductible from short swing profits."). "To require disgorgement of all fees and commissions without permitting a reduction for associate expenses and costs constitutes a penalty assessment and goes beyond the restitutionary purpose of the disgorgement doctrine." Litton Indus., Inc. v. Lehman Bros. Kuhn Loeb Inc., 734 F. Supp. 1071, 1077 (S.D.N.Y. 1990).

The SEC asserts that the verified accounting should not be relied upon in its entirety because the payments to brokers, unlike the payments received by Howard, are not corroborated by other parts of the record. The SEC argues that they should not be given any credence. The verified accounting is, in some part, corroborated. In addition to the statements in

his verified accounting, Howard testified that he shared commissions with broker-dealers. (Jacobson Decl. Ex. E, at 18 19, 30–31.) The figures Howard provided are consistent with his testimony that broker-dealers took, on average, 80% of the commissions. (See id. at 133 34.) Furthermore, the verified accounting shows payments from Praetorian which total $14,155 more than the payments documented by the wire transfers and are not corroborated anywhere else, but are relied upon by the SEC. (Compare Jacobson Decl. Ex. C with Jacobson Decl. Ex. D.) Because the verified accounting, made under penalty of perjury, is consistent with both the wire transfers and Howard's prior testimony, the Court credits Howard with the $107,080 that he paid to broker-dealers. Therefore, the appropriate amount to be disgorged is $34,575, representing the amount Praetorian paid Howard, $141,655, less the amount he paid out to broker-dealers, $107,080.

"The decision whether to grant prejudgment interest and the rate used if such interest is granted are matters confided to the district court's broad discretion . . . . In deciding whether an award of prejudgment interest is warranted, a court should consider (i) the need to fully compensate the wronged party for actual damages suffered, (ii) considerations of fairness and the relative equities of the award, (iii) the remedial purpose of the statute involved, and/or (iv) such other general principles as are deemed relevant by the court. . . . When the SEC itself orders disgorgement . . . the interest rate it imposes is generally the IRS underpayment rate, . . . [which] reflects what it would have cost to borrow the money from the government and therefore reasonably approximates one of the benefits the defendant derived from its [illegal activity]." First Jersey Secs., Inc., 101 F.3d at 1476 (citations omitted). These factors all weigh in favor of granting prejudgment interest at the IRS underpayment rate.

Therefore, Howard will be ordered to disgorge $34,575, plus prejudgment interest thereon. Prejudgment interest will be paid at the IRS underpayment rate.

Because disgorgement is an equitable remedy akin to unjust enrichment, an award of prejudgment interest is meant to deprive a defendant of the benefit he received for the use of his illegal profits. See SEC v. Razmilovic, No. 12-0357, slip op. at 33 (2d Cir. Nov. 26, 2013). Where, as here, the defendant has had some of his assets frozen as part of an enforcement action, "an award of prejudgment interest relating to those funds would be inappropriate with respect to the period covered by the freeze order, for the defendant has already, for that period, been denied the use of those assets." Id. Consequently, the SEC will be required to determine whether to apply Howard's frozen assets against the judgment, or to seek satisfaction from other sources. For any portion of the principal satisfied from the frozen assets, a new computation of the prejudgment interest amount, with the principal reduced by the portion satisfied, will be necessary. See id. at 36.

V. The SEC's Motion for Summary Judgment with Respect to Civil Money Penalties against Howard Is Denied.

The Court may order civil monetary penalties for the Securities Act violations at issue. 15 U.S.C. § 77t(d)(2); see SEC v. Palmisano, 135 F.3d 860, 865 (2d Cir. 1998). There are three separate "tiers" of potential penalties, which increase depending upon the seriousness of the violation. 15 U.S.C. § 77t(d)(2); 17 C.F.R. § 201.1005. In the first tier, for non-scienter violations, "the amount of the penalty shall not exceed (i) the greater of $7,500 for a natural person or $75,000 for any other person, or (ii) the gross amount of pecuniary gain to such defendant as a result of the violation." 15 U.S.C. § 77t(d)(2); 17 C.F.R. § 201.1005. In the second tier, where the violation "involved fraud, deceit, manipulation, or deliberate or reckless

disregard of a regulatory requirement," the penalty "shall not exceed the greater of (i) $75,000 for a natural person or $375,000 for any other person, or (ii) the gross amount of pecuniary gain to such defendant as a result of the violation." 15 U.S.C. § 77t(d)(2); 17 C.F.R. § 201.1005. And in the third tier, where the violation (I) "involved fraud, deceit, manipulation, or deliberate or reckless disregard of a regulatory requirement" and (II) "directly or indirectly resulted in substantial losses or created a significant risk of substantial losses to other persons," the penalty "shall not exceed the greater or (i) $150,000 for a natural person or $725,000 for any other person, or (ii) the gross amount of pecuniary gain to such defendant as a result of the violation." 15 U.S.C. § 77t(d)(2); 17 C.F.R. § 201.1005.

The SEC seeks third-tier penalties against Howard. There is no dispute that Howard's conduct in facilitating the sale of unregistered securities created substantial losses or the risk of substantial losses to other persons. However, the SEC has not, on this motion, demonstrated that Howard acted with "reckless disregard of a regulatory requirement."

Though scienter is not an element of a section 5 violation, a finding of recklessness on the part of a defendant is necessary to justify second or third-tier penalties for violations. See 15 U.S.C. § 77t(d); SEC v. Kern, 425 F.3d 143, 153 (2d Cir. 2005) ("Assuming without deciding that scienter is necessary to an imposition of Tier III penalties . . . ."). Once the tier has been determined, the amount of the penalty is left to the discretion of the Court. Kern, 425 F.3d at 153. The question of scienter is typically one for the fact-finder, even when liability has already been established. See SEC v. Elliott, No. 09 Civ. 7594(RJH), 2011 WL 3586454, at *15–16 (S.D.N.Y. Aug. 11, 2011) (citing SEC v. M & A West, Inc., 538 F.3d 1043, 1054 55 (9th Cir. 2008)). In the summary judgment context, when a violation has been established, but scienter has not been sufficiently established, an evidentiary hearing may be appropriate. Id. If

there are no other outstanding issues of liability, a court may act as a fact-finder on the issue. See Tull v. United States, 481 U.S. 412, 427 (1987) ("We therefore hold that a determination of a civil penalty is not an essential function of a jury trial, and that the Seventh Amendment does not require a jury trial for that purpose in a civil action.").

Reckless conduct is "conduct which is highly unreasonable and which represents an extreme departure from the standards of ordinary care to the extent that the danger was either known to the defendant or so obvious that the defendant had to have been aware of it." Kalnit v. Eichler, 264 F.3d 131, 142 (2d Cir. 2001) (quotation omitted). In cases concerning the sale of unregistered securities, courts have found reckless disregard for regulatory requirements when the defendant was either a licensed broker, or in a position to know of the existence of regulatory requirements. See, e.g., SEC v. Elliott, No. 09 Civ. 7594(KBF), 2012 WL 2161647, at *4, *8 (S.D.N.Y. June 12, 2012) (finding reckless disregard when the defendant passed a Series 7 exam and had substantial expertise in the industry); Universal Express, Inc., 646 F. Supp. 2d at 559, 568 69 (finding reckless disregard when the defendants were a securities trader and an investment advisor).

Throughout Howard's involvement with Praetorian, he attested that he genuinely believed that the investments were real and was following proper protocol with regards to the investments. The SEC does not dispute Howard's good faith or his belief. (See Pl.'s Reply Mem. of Law in Supp. of its Mot. for Summ. J. 8.) Rather, the SEC asserts that Howard took no reasonable steps to ensure that the Praetorian offerings complied with section 5. Based on the summary judgment record, a reasonable fact-finder could find that Howard did attempt to conform to the requirements of the private offering exemption of Rule 506. On multiple occasions, Howard made clear to those with whom he was dealing that Praetorian funds were

only available to accredited investors. (Jacobson Decl. Ex. E, at 78-79, 81-82.) Furthermore, before getting information regarding the offerings, prospective investors were required to assert that they met the accreditation requirements set forth by the SEC. (Id. at 78-79.)

The SEC asserts that Howard was unreasonable in his reliance on Praetorian's processes. Unreasonable reliance, though sufficient for a showing of negligence, is not sufficient to show a party acted recklessly. Negligence alone is not sufficient to warrant the imposition of a third-tier penalty on a defendant. See SEC v. O'Meally, No. 06 Civ. 6483(LTS)(RLE), 2013 WL 878631, at *6-7 (S.D.N.Y. Mar. 11, 2013).

Because a reasonable fact-finder could find that Howard did not act with the requisite scienter warranting third-tier money damages, the SEC's motion for summary judgment as to the issue of civil money damages is denied.

VI. Mattera Is Permanently Enjoined from Further Violations of Section 10(b) of the Exchange Act, Sections 5 and 17(a) of the Securities Act, and the Issuance, Offer, or Sale of Any Security, Unless Listed on a National Securities Exchange for His Own Personal Account.

The Exchange Act permits the SEC to seek a permanent injunction against "any person [who] is engaged or is about to engage in acts or practices constituting a violation" of a rule or regulation. 15 U.S.C. § 78u(d)(1). To obtain such relief, the SEC must show that (1) violations of the securities laws have occurred, and (2) a substantial likelihood exists that violations will occur in the future. See SEC v. Cavanagh (Cavanagh II), 155 F.3d 129, 135 (2d Cir. 1998); SEC v. Commonwealth Chem. Secs., Inc., 574 F.2d 90, 99 (2d Cir. 1978).

To determine whether a permanent injunction is appropriate, courts look at the following factors: "[1] the fact that the defendant has been found liable for illegal conduct; [2] the degree of scienter involved; [3] whether the infraction is an 'isolated occurrence;' [4] whether defendant continues to maintain that his past conduct was blameless; and [5] whether,

because of his professional occupation, the defendant might be in a position where future violations could be anticipated." Cavanagh II, 155 F.3d at 135 (internal quotation marks and citation omitted).

Considering the totality of the circumstances and all of the relevant factors, the Court believes injunctive relief against Mattera is required. First, the record reflects that Mattera violated sections 5 and 17(a) of the Securities Act, as well as section 10(b) of the Exchange Act and Rule 10b-5 thereunder. Second, the record is sufficient to show that Mattera, as the architect of the fraudulent scheme, acted with a high degree of scienter. Third, it may not be said that Mattera's actions constitute an "isolated occurrence." On at least one other occasion unrelated to this action, the SEC has accused Mattera of violations of both section 5 of the Securities Act and section 10(b) of the Exchange Act. SEC v. Prime Time Grp., No. 09-80952-CIV-COHN/SELTZER (S.D. Fla.); (Pl's Rule 56.1 Statement Against Mattera ¶ 21.) Fourth, Mattera, by pleading guilty in the parallel criminal action, has accepted responsibility for his actions. Finally, because Mattera was the architect of the fraud, he remains in a position where future violations of securities regulations may occur. Therefore, it is substantially likely that, unless enjoined by the Court, Mattera will engage in further acts and practices that violate securities regulations.

While Mattera was selling interests in the Praetorian securities, he was already subject to a permanent injunction against future violations of section 5 of the Securities Act and section 10(b) of the Exchange Act arising out of a different set of facts. See Final Judgment of Permanent Injunction and Other Relief as to Defendant John A. Mattera at 2–4, SEC v. Prime Time Grp., No. 09-80952-CIV-COHN/SELTZER (S.D. Fla. Aug. 9, 2010). Given that the injunction from the Southern District of Florida became effective at the start of August, 2010,

and Mattera began soliciting sales in Praetorian funds at the same time, it appears that Mattera ignored the injunction in its entirety. See id. (Compl ¶¶ 29.)

Because Mattera has already been enjoined by one federal court, a stricter injunction is warranted. Thus, Mattera is hereby permanently enjoined from, directly or indirectly, participating in the issuance, offer, or sale of any security, provided, however, that such injunction shall not prevent him from purchasing or selling securities listed on a national securities exchange for his own personal account.

VII. The SEC's Request for a Permanent Injunction against Howard Is Denied.

The instant action is not Howard's first encounter with the SEC. On March 21, 2011, the SEC sued Howard for violations of securities regulations unrelated to this action in the Central District of California. See Final Judgment Against David E. Howard II, Flatiron Sys., LLC, and Flatiron Capital Partners, LLC 2–5, SEC v. Spyglass Equity Sys., Inc., No. 2:11-cv-02371-JAK-MAN (C.D. Cal. Apr. 5, 2012). In the California action, the SEC alleged that Howard "engaged in fraud in connection with the offer or sale of securities" in violation of section 17(a) of the Securities Act and section 10(b) of the Exchange Act, and that Howard "engaged in the unregistered offer and sale of securities" in violation of section 5 of the Securities Act. Id. at 4 -5. Howard failed to answer the complaint and, on April 5, 2012, while the present action was pending, the California court entered a default judgment against him. Id. at 1. The judgment included a permanent injunction against future violations of section 5 of the Securities Act. Id. at 11.

Because Howard has already been enjoined from future securities violations by one federal court during the pendency of this action, an additional injunction against Howard

would be unnecessarily duplicative. Therefore, the SEC's request for a permanent injunction is denied as moot.

CONCLUSION

For the foregoing reasons, the SEC's motions for summary judgment are GRANTED with respect the claims against Mattera and Howard for violations of section 10(b) of the Exchange Act and Rule 10b-5 thereunder, and sections 5 and 17(a) of the Securities Act, and DENIED with respect to the issue of civil money penalties against Howard. Howard is ordered to disgorge $34,575, plus prejudgment interest thereon. Prejudgment interest shall be paid at the IRS underpayment rate. Mattera is permanently enjoined from, directly or indirectly, participating in the issuance, offer, or sale of any security, provided, however, that such injunction shall not prevent him from purchasing or selling securities listed on a national securities exchange for his own personal account.

Counsel for the SEC is directed to supply defendants Howard and Mattera with copies of all unreported decisions cited herein.

SO ORDERED.

P. Kevin Castel
United States District Judge

Dated: New York, New York
December 6, 2013

CERTIFIED AS A TRUE COPY ON
THIS DATE 04/10/2023
BY Stanley Klimek
( ) Clerk
(✓) Deputy
STANLEY KLIMEK

ATTACHMENT

8

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DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 12/11/2013

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----------X

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

-against-

JAIIN A. MATTERS, ET AL.,

Defendants.

----------X

11 **CIVIL** 8323 (PKC)

JUDGMENT

The Securities and Exchange Commission ("SEC") having moved for summary judgment against Mattera and Howard, and other relief, and the matter having come before the Honorable P. Kevin Castel, United States District Judge, and the Court, on December 6, 2013, having rendered its Memorandum and Order granting the SEC's motions for summary judgment with respect to the claims against Mattera and Howard for violations of Section 10(b) of the Exchange Act and Rule 10(b)-5 thereunder, and Sections 5 and 17(a) of the Securities Act, and denying with respect to the issue of civil monetary penalties against Howard, ordering Howard to disgorge $34,575, plus prejudgment interest therein, that prejudgment interest shall be paid at the IRS underpayment rate, and permanently enjoining Mattera from, directly or indirectly, participating in the issuance, offer, or sale of any security, provided, however, that such injunction shall not prevent him from purchasing or selling securities listed on a national securities exchange for his own personal account, it is.

ORDERED, ADJUDGED AND DECREED: That for the reasons stated in the Court's Memorandum and Order dated December 6, 2013, the SEC's motions for summary judgment is granted with respect to the claims against Mattera and Howard for violations of Section 10(b) of the Exchange Act and Rule 10(b)-5 thereunder, and Sections 5 and 17(a) of the Securities

Act, and denied with respect to the issue of civil monetary penalties against Howard; Howard is ordered to disgorge $34,575, plus prejudgment interest therein; prejudgment interest shall be paid at the IRS underpayment rate; Mattera is permanently enjoined from, directly or indirectly, participating in the issuance, offer, or sale of any security, provided, however, that such injunction shall not prevent him from purchasing or selling securities listed on a national securities exchange for his own personal account

Dated: New York, New York
December 11, 2013

RUBY J. KRAJICK

Clerk of Court

BY: _____

Deputy Clerk

THIS DOCUMENT WAS ENTERED ON THE DOCKET ON _____

CERTIFIED AS A TRUE COPY ON

THIS DATE 04/10/2023

BY Stanley Klimek

( ) Clerk
(✓) Deputy

STANLEY KLIMEK

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 12/11/2013

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----------X

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

-against-

JAHN A. MATTERS, ET AL.,

Defendants.

----------X

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Dated: New York, New York
December 11, 2013

RUBY J. KRAJICK

Clerk of Court

BY: _____

Deputy Clerk

THIS DOCUMENT WAS ENTERED ON THE DOCKET ON _____

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THIS DATE 08/10/2023

BY Stanley Klimek

( ) Clerk
(✓) Deputy

STANLEY KLIMEK

ATTACHMENT

9

Find an inmate

Find By Number (index.jsp) Find By Name

First Name

John

Middle Name

Last Name

Mattera

Race

Sex

Age

Search Clear Form

1 result found.

1 **Name**: JOHN MATTERA
Register Number: 97650-004
Age: 61
Race: White
Sex: Male
Released On: 03/12/2021

New Search

Our records contain information about federal inmates incarcerated from 1982 to the present.

About the locator & record availability (/inmateloc/about_records.jsp)

Historical Information (/about/history/)
Statistics (/about/statistics/)
Communications (/inmates/communications.jsp)
Custody & Care (/inmates/custody_and_care/)
Visiting (/inmates/visiting.jsp)
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Reentry Contracting (/resources/reentry_contracting.jsp)
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ATTACHMENT

10

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 09-80952-CIV-COHN/SELTZER

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

PRIME TIME GROUP, INC., n/k/a HUNT GOLD CORPORATION, JOHNNY RAY ARNOLD, DALLAS L. ROBINSON, TROY K. METZ, AND JOHN A. MATTERA,

Defendants.

_____/

Certified to be a true and correct copy of the document on file
Steven M. Larimore, Clerk,
U.S. District Court
Southern District of Florida
By _____ Deputy Clerk
Date 5/11/2023

FINAL JUDGMENT OF PERMANENT INJUNCTION AND OTHER RELIEF AS TO DEFENDANT JOHN A. MATTERA

Plaintiff Securities and Exchange Commission commenced this action by filing its Complaint against Defendant John A. Mattera and others. In its Complaint, the Commission sought, among other relief, a permanent injunction to prohibit violations by Mattera of Sections 5(a) and 5(c) of the Securities Act of 1933 ("Securities Act") and Section 10(b) and Rule 10b-5 of the Securities Exchange Act of 1934 ("Exchange Act"); the imposition of a penny stock bar; the entry of an order of disgorgement and prejudgment interest; and the imposition of a civil money penalty.

Mattera, by virtue of the attached Consent of Defendant John A. Mattera to Entry of Final Judgment and Other Relief ("Consent"), has entered a general appearance; consented to the Court's jurisdiction over him and the subject matter of this action; consented to entry of this Final Judgment of Permanent Injunction and Other Relief as to Defendant John A. Mattera ("Final Judgment") without admitting or denying the allegations of the Complaint (except as to subject matter and personal jurisdiction);

waived findings of fact and conclusions of law; and waived any right to appeal from this Final Judgment. This Court having accepted such Consent and this Court having jurisdiction over Mattera and the subject matter of this action, and the Court being fully advised in the premises, orders as follows:

I. PERMANENT INJUNCTION

A. Section 10(b) and Rule 10b-5 of the Securities Exchange Act of 1934

IT IS ORDERED AND ADJUDGED that Mattera and his agents, servants, employees, attorneys, and representatives, and all persons in active concert or participation with them, who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the Exchange Act [15 U.S.C. §78j(b)] and Rule 10b-5 promulgated thereunder [17 C.F.R. §240.10b-5], by using any means or instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security:

(a) to employ any device, scheme, or artifice to defraud;

(b) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or

(c) to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person..

B. Section 5 of the Securities Act of 1933

IT IS FURTHER ORDERED AND ADJUDGED that Mattera and his agents, servants,

employees, attorneys, and representatives, and all persons in active concert or participation with them who receive actual notice of this Final Judgment by personal service or otherwise are permanently restrained and enjoined from violating Section 5 of the Securities Act [15 U.S.C. § 77e] by, directly or indirectly, in the absence of any applicable exemption:

(a) Unless a registration statement is in effect as to a security, making use of any means or instruments of transportation or communication in interstate commerce or of the mails to sell such security through the use or medium of any prospectus or otherwise;

(b) Unless a registration statement is in effect as to a security, carrying or causing to be carried through the mails or in interstate commerce, by any means or instruments of transportation, any such security for the purpose of sale or for delivery after sale; or

(c) Making use of any means or instruments of transportation or communication in interstate commerce or of the mails to offer to sell or offer to buy through the use or medium of any prospectus or otherwise any security, unless a registration statement has been filed with the Commission as to such security, or while the registration statement is the subject of a refusal order or stop order or (prior to the effective date of the registration statement) any public proceeding or examination under Section 8 of the Securities Act [15 U.S.C. § 77h].

II. PENNY STOCK BAR

IT IS FURTHER ORDERED AND ADJUDGED that, pursuant to Section 20(g) of the Securities Act [15 U.S.C. §77t(g)] and Section 21(d)(6) of the Exchange Act [15 U.S.C. §78u(d)(6)] Mattera is barred from participating in an offering of penny stock, including engaging in activities with a broker, dealer, or issuer for purposes of issuing, trading, or inducing or attempting to induce the purchase or sale of any penny stock. A penny stock is any equity security that has a price of less than five dollars, except as provided in Rule 3a51-1 under the Exchange Act [17 C.F.R. §240.3a51-1].

III. DISGORGEMENT AND PREJUDGMENT INTEREST

IT IS FURTHER ORDERED AND ADJUDGED that Mattera is liable for disgorgement of $70,000, representing profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest in the amount of $8,799.94, for a total of $78,799.94.

IV. CIVIL MONEY PENALTY

IT IS FURTHER ORDERED AND ADJUDGED that Mattera shall pay a civil penalty in the amount of $70,000, pursuant to Section 20(d) of the Securities Act [15 U.S.C. §77t(d)] and Section 21(d) of the Exchange Act [15 U.S.C. §78u(d)].

V. PAYMENT INSTRUCTIONS

IT IS FURTHER ORDERED AND ADJUDGED that Mattera shall satisfy his obligation to pay disgorgement, prejudgment interest and a civil penalty by paying

$148,799.94 that he has escrowed with is counsel within ten (10) days of entry of this Final Judgment. Mattera shall pay this sum by sending a U.S. postal money order, certified check, bank cashier's check or bank money order payable to the Securities and Exchange Commission. The payment shall be delivered or mailed to the Office of Financial Management, Securities and Exchange Commission, Operations Center, 6432 General Green Way, Mail Stop 0-3, Alexandria, Virginia 22312, and shall be accompanied by a letter identifying Mattera as a defendant in this action, setting forth the title and civil action number of this action and the name of this Court, and specifying that payment is being made on Mattera's behalf and pursuant to this Final Judgment. Mattera shall send a copy of the letter and payment form to: Christopher E. Martin, Senior Trial Counsel, U.S. Securities and Exchange Commission, Miami Regional Office, 801 Brickell Avenue, Suite 1800, Miami, Florida 33131. The Commission shall remit the funds paid pursuant to this paragraph to the United States Treasury.

Mattera shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made pursuant to any insurance policy, with regard to any civil penalty amount he pays pursuant to this Final Judgment, regardless of whether such penalty amounts or any party thereof are added to a distribution fund or otherwise used for the benefit of investors. Mattera further shall not claim, assert, or apply for tax deduction or tax credit with regard to any federal, state, or local tax for any penalty amounts he pays pursuant to this Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors.

VI. INCORPORATION OF CONSENT

IT IS FURTHER ORDERED AND ADJUDGED that the Consent is incorporated into this Final Judgment with the same force and effect as if fully set forth herein, and that Mattera shall comply with all of the undertakings and agreements set forth in the Consent.

VII. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED AND ADJUDGED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VIII. RULE 54(b) CERTIFICATION

IT IS FURTHER ORDERED AND ADJUDGED that there being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Judgment forthwith and without further notice.

DONE AND ORDERED in Chambers in Fort Lauderdale, Broward County, Florida, this 9th day of August, 2010.

JAMES I. COHN
UNITED STATES DISTRICT JUDGE

Service on all parties and counsel of record
via on CM/ECF

ATTACHMENT

11

U. S. SECURITIES AND EXCHANGE COMMISSION

Investigation # FL-04335

DECLARATION OF LEEVENTED HENLEY

Pursuant to 28 U.S.C. Section 1746, the undersigned states as follows:

1. My name is Leevented Henley I am over twenty-one years of age and have personal knowledge of the matters set forth herein.

2. I am assigned as an IT Specialist to the U.S. Securities and Exchange Commission's Division of Enforcement in Washington, D.C. As part of my duties, I have been trained to preserve various forms of online content. For investigation # FL-04335, I have been tasked to conduct a Website Capture/Video Capture/Social Media/Telegram/live stream/blog.

3. In support of investigation number # FL-04335, at the direction of my supervisor, I was tasked to conduct an internet preservation of the following URL's.

   https://www.preipo.com/

   I completed the above-mentioned internet preservation on February 16, 2023, using the following tools:

   Adobe Acrobat Pro / Google Search Browser / Fire shot Pro / Full-page Screen Capture / Web Preserver / Vimeo Video Download /

   The above listed tools are commonly used to preserve internet content.

4. I saved the above-mentioned internet preservation using FTK Imager, which ensures that the internet preservation will not be altered or modified during storage. Specifically, FTK Imager forensically seals the internet preservation such that it can be opened only with FTK Imager. The sealed internet preservation has been labeled # FL-04335 and saved to the following location:

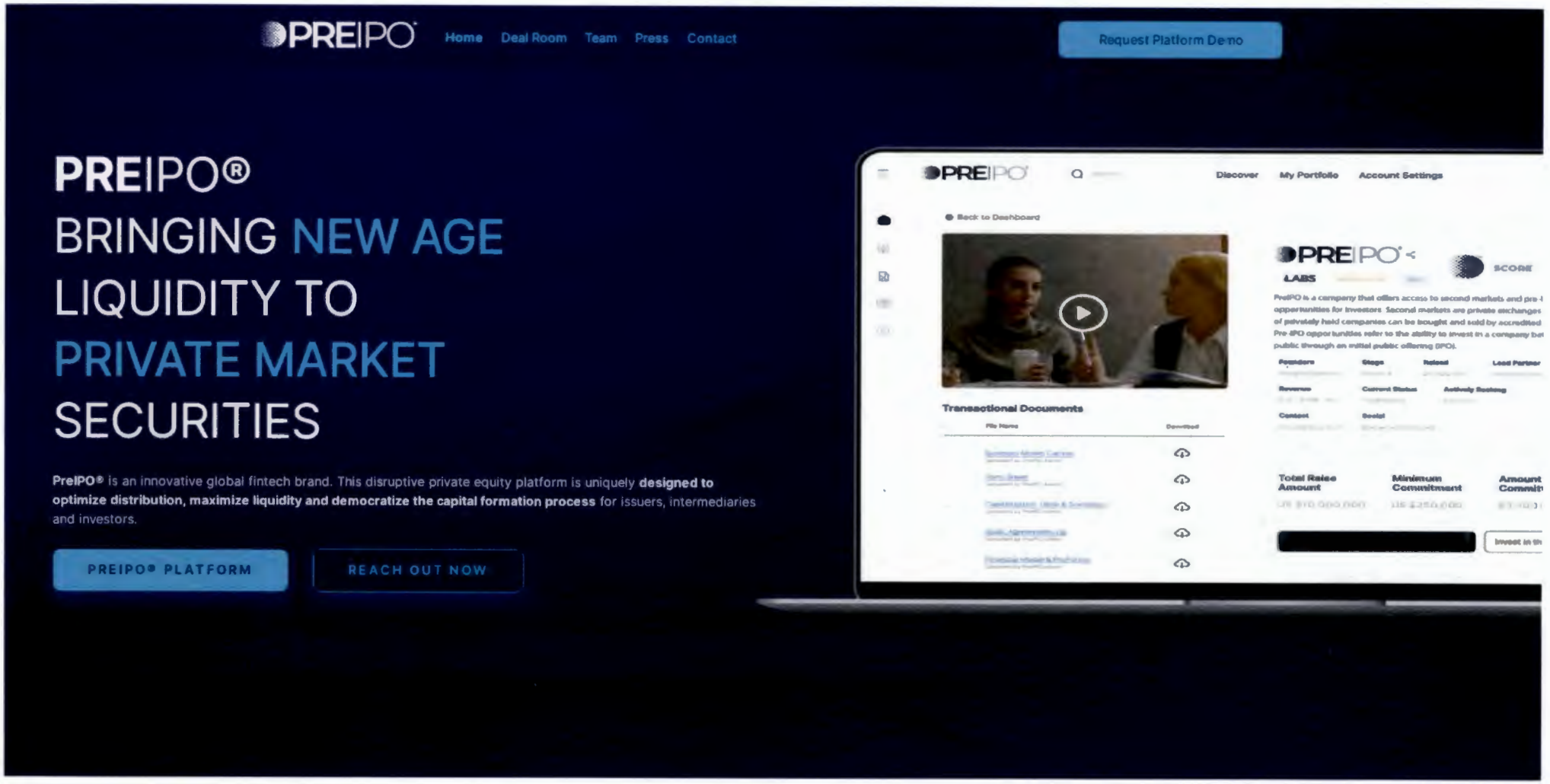
   K:\Other_Projects\Webcaptures\imagefiles

5. I also saved a copy of the above-mentioned internet preservation along with this declaration to a network share. The location for this network share is provided below:

   \\ad\ENFDataExchange\HQtoMIRO_dropoff\Webcapture

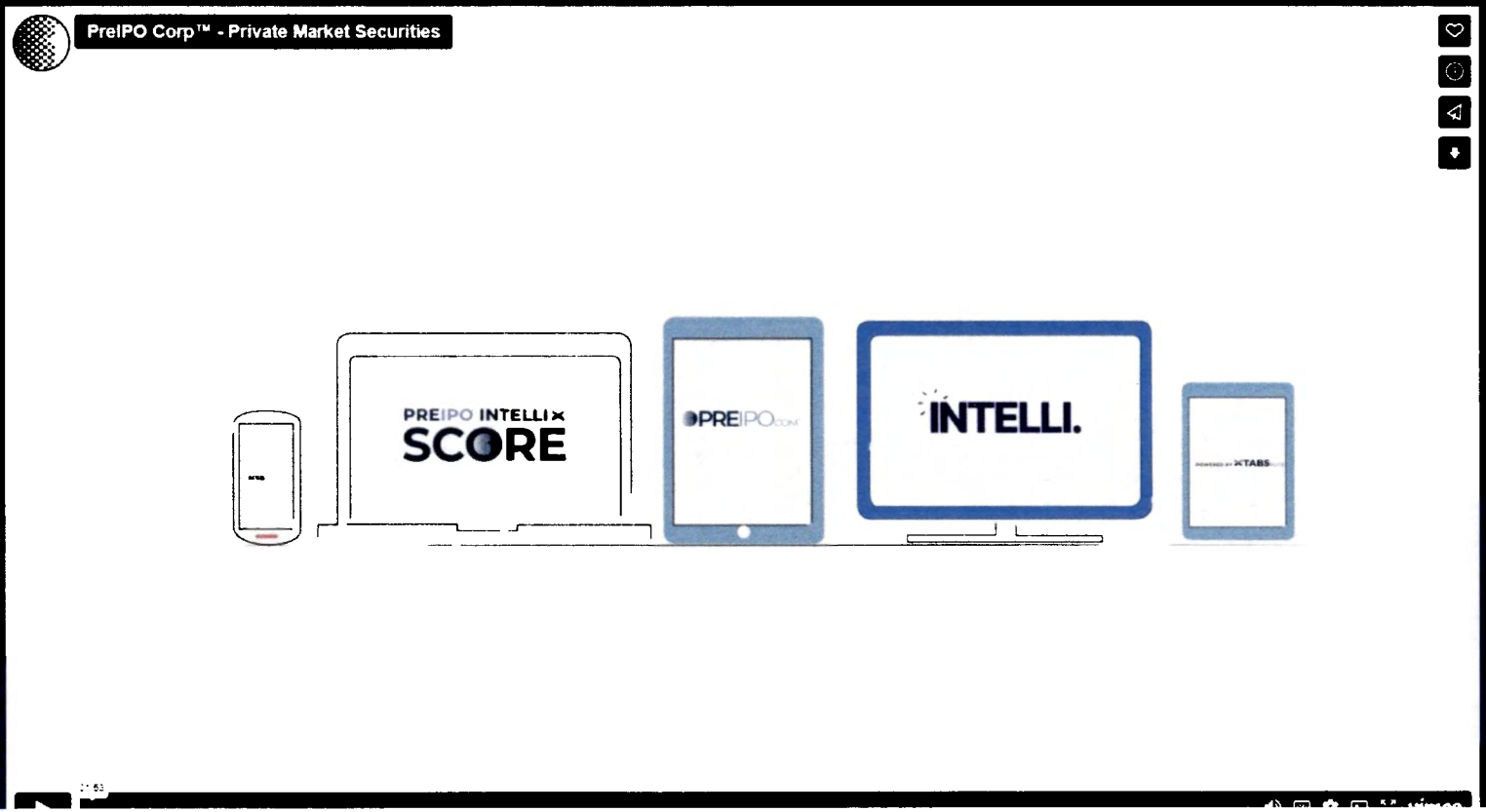
I declare under penalty of perjury that the foregoing is true, correct, and made in good faith.

Leevented Henley [Analyst Name] Executed on this 16 Day of February 2023.

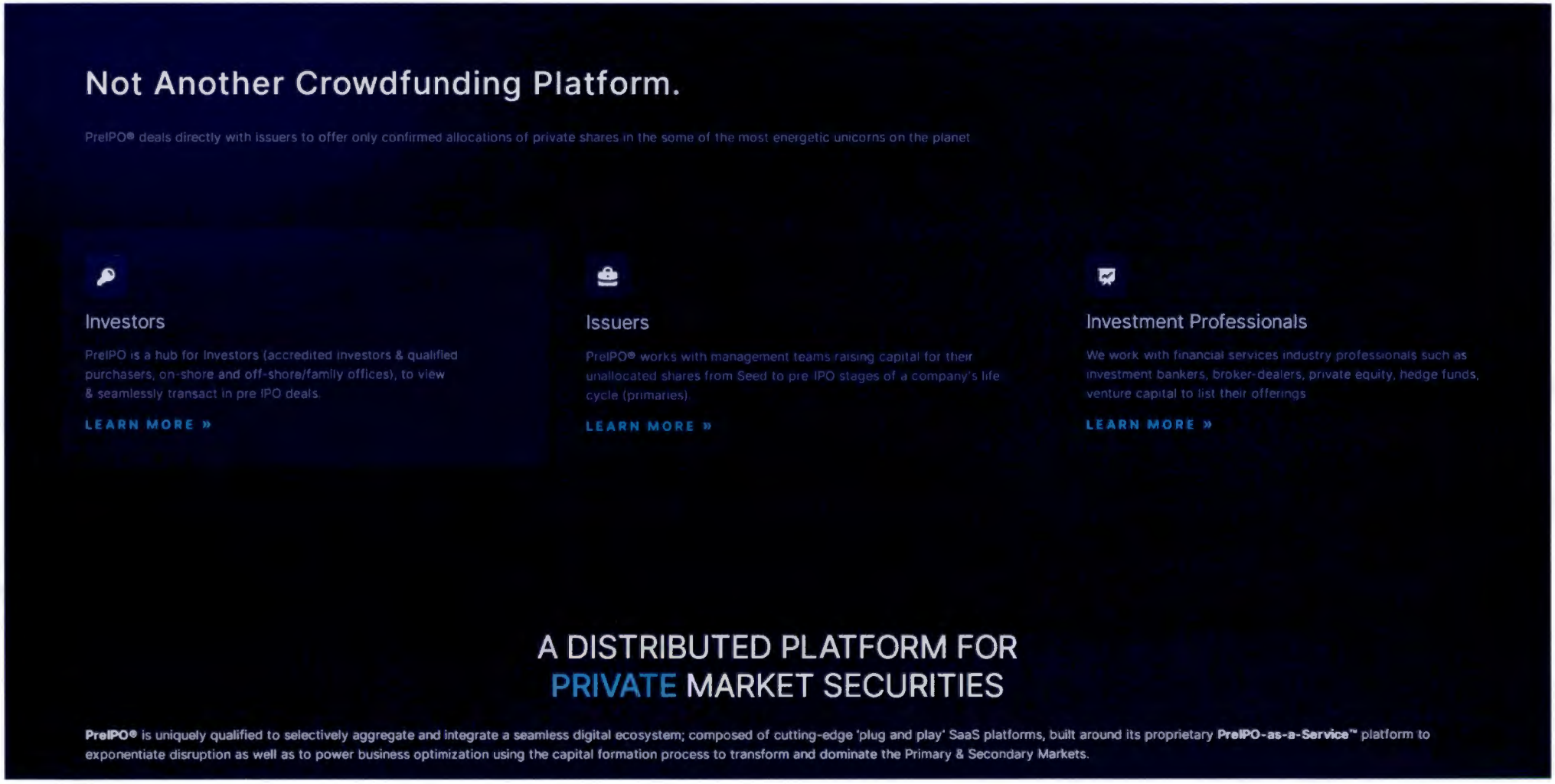

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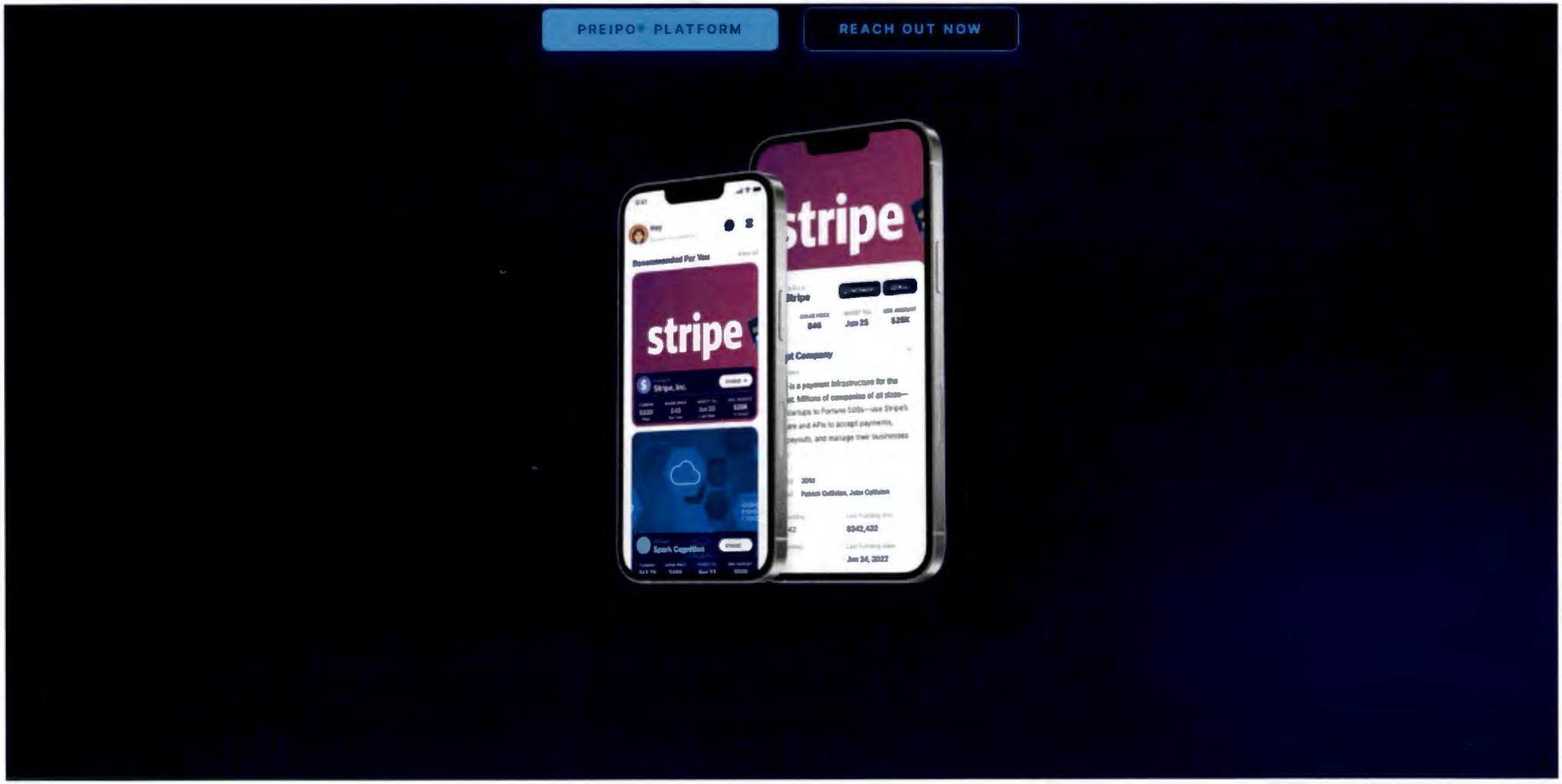
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First name*

Last name*

Phone*

Email*

Schedule a phone call?*

YES NO

Are you an accredited investor?*

YES NO

Investor budget*

- $25,000 - $50,000
- $50,000 - $100,000
- $100,000 - $500,000
- $500,000 - $1,000,000
- $1,000,000+

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Some of the main things you need to know about our seed round

Is there a free trial available?

Yes, you can try us for free for 30 days. Our friendly team will work w you to get you up and running as soon possible.

Can I change my plan later?

Of course. Ou with your comp iny. Chat to our friendly team to find a solution works for you.

What is your cancellation policy?

We understand that things change. You can cancel your plan at any time and we'll refund you the difference already paid.

Can other info be added to an invoice?

At the moment, the only way to add additional information is to add the information to the workspace's name

How does billing work?

Plans are per workspace, not per account. You can upgrade one workspace and still have any number of free workspaces.



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PreIPO® Core Leadership Team



David Grzan



August Liguori



Alexa Majdalawi

OUR BOARD

Board of Directors



David Grzan

Executive Chairman

- Serial C Suite executive with investment banking, private equity, and commercial banking sector
- Passionate relevant leader & proven team builder with deep
- Has held chairman and other board positions at other high profile companies, banks, medical, and real estate



Alexa Majdalawi

Secretary Board Member

- Holding a MBA & JD, focusing primarily in Private Equity M&A Compliance, and complex corporate structure
- Experienced Private Equity VP of Legal Affairs
- Knowledge and Expertise navigating the ultra competitive Middle East



August Liguori

Board Member

- World Wrestling Entertainment with focus on IPO, transactions
- Marvel Entertainment with focus on restructuring and bankruptcy proceedings
- CFO Atari Corp with focus on global operations



DANA AL SALEM

Board Member

- founded Yanosi Europe
- CEO of FanFactory & Lost Records
- Serial Entrepreneur in the tech industry with deep



Mark Leonardo

Board Member

- Partner and deputy chair of Nutter's Intellectual Property Department
- Deep experience engineering, computer science, technology, and brand development
- Counsels clients in developing comprehensive patent and trademark portfolios that maximize a company's competitive advantage and interest in products and brands



Rene Eichenberger

Board Member

- Executive Chairman at New Venture Associates
- Serves on the board and is a General Partner of SPACE VC, the world's first tokenized venture fund
- Board Member at BrickMark, the global pioneer in utilizing blockchain technology for the tokenization of real estate



Fabio Cacciatori

Board Member

- Managing Partner at A&G Management Consulting
- Chairman of E magine
- Former CEO of Investec Bank (U.S.)

OUR TEAM

PreIPO® Committees



Chair : David Grzan

Investment Committee

A robust investment committee dedicated to guiding the firm's strategic investment plans.



Chair : Rob-Roy Roedel

Finance Committee

A comprehensive team responsible for setting financial goals while monitoring performance.



Chair : Mark Leonardo

IP Committee

A detailed focused group analyzing our positioning to take action on protecting the intellectual property of the firm.



Chair : Andrew Abbey

Fintech Committee

The Fintech committee will oversee an innovative array of SaaS products, including the PreIPO platforms.



Chair : Raju Manlar

Audit Committee

A detail focused team of members that conduct diligent, regularly scheduled audits.



Chair : Nunu Tadesse

ESG Committee

A goal-focused environmental, social, governance committee dedicated to putting our best foot forward.



Chair: Brian Cohen

Syndicate Committee

A strategic group of members to fac[illegible]ate [illegible]ers and transactions within the [illegible]osystem.



Chair: Carole Hofmann

Innovative Committee

A dedicated team responsible for navigating the ever-changing technology and market landscapes.



Chair : Jon Lopresti

M & A Committee

An integral team responsible for strategy and processes related to merging with or acquiring other companies.



Chair : Philip Chen

APAC Committee

Responsible for overseeing and coordinating business development, cultural exchange, and networking opportunities related to the Asia Pacific region.



Chair : Wael Majdalawi

Middle Eastern Affairs Committee

Responsible for representing the interests of the PreIPO® in the Middle East, and for fostering relationships with partners and stakeholders in the area.

An experienced team of industry professionals looking for professionals!

Our philosophy is simple — hire a team of diverse, passionate people and foster a culture that empowers us to do our best work.

Advisory Committees | Open positions


Contact

U. S. SECURITIES AND EXCHANGE COMMISSION

Investigation #FL-04335

DECLARATION OF JOSEPH MORGAN

Pursuant to 28 U.S.C. Section 1746, the undersigned states as follows:

1. My name is Joseph Morgan I am over twenty-one years of age and have personal knowledge of the matters set forth herein.

2. I am assigned as an IT Specialist to the U.S. Securities and Exchange Commission's Division of Enforcement in Washington, D.C. As part of my duties I have been trained to preserve various forms of online content. For investigation #FL-04335 I have been tasked to conduct a Website Capture/Video Capture/Social Media/Telegram/Live Stream/Blog.

3. In support of investigation number FL-04335, and at the direction of my supervisor, I was tasked to conduct an internet preservation of the following URL's.

   https://www.preipo.com/seed-round-preipo

4. I completed the above mentioned internet preservation on, August 3, 2023, using the following tools:

   Adobe Acrobat Pro / FireShot Pro / Google Chrome Browser / WebPreserver

   The above listed tools are commonly used to preserve internet content.

5. I saved the above-mentioned internet preservation using FTK Imager, which ensures that the internet preservation will not be altered or modified during storage. Specifically, FTK Imager forensically seals the internet preservation such that it can be opened only with FTK Imager. The sealed internet preservation has been labeled FL-04335 and saved to the following location:

   K:\Other_Projects\Webcaptures\imagefiles

6. I also saved a copy of the above mentioned internet preservation along with this declaration to a network share. The location for this network share is provided below:

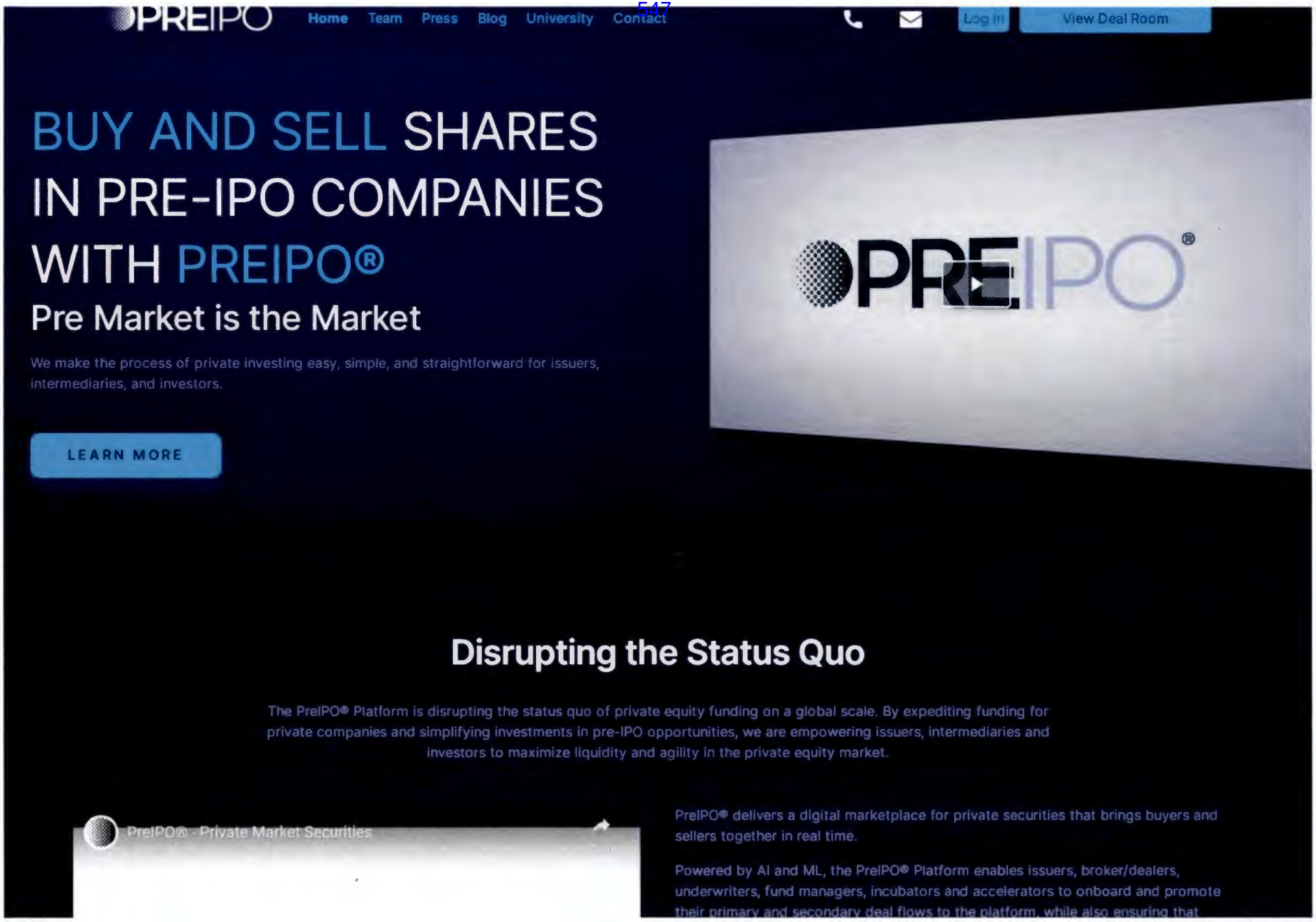
   \\ad.sec.gov\ENFDataExchange\HQtoMIRO_dropoff\Webcapture

I declare under penalty of perjury that the foregoing is true, correct, and made in good faith.

Joseph Morgan

[Analyst Name]

Executed on this 3rd day of August 2023.



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Thu Aug 03 2023 19:17:33 GMT+0000 (UTC)

The PreIPO® Platform is disrupting the status quo of private equity funding on a global scale. By expediting funding for private companies and simplifying investments in pre-IPO opportunities, we are empowering issuers, intermediaries and investors to maximize liquidity and agility in the private equity market.



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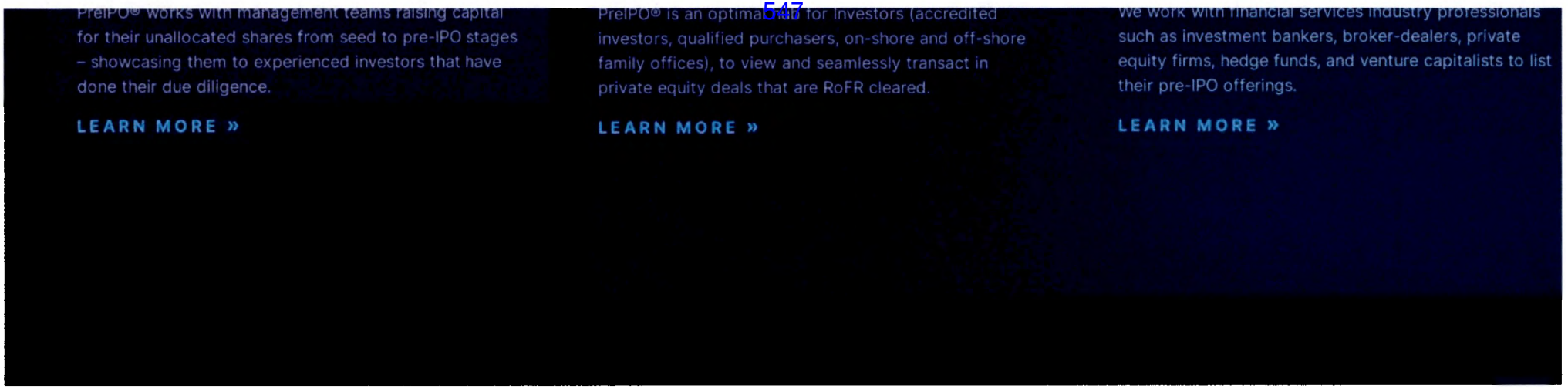
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We work with financial services industry professionals such as investment bankers, broker-dealers, private equity firms, hedge funds, and venture capitalists to list their pre-IPO offerings.

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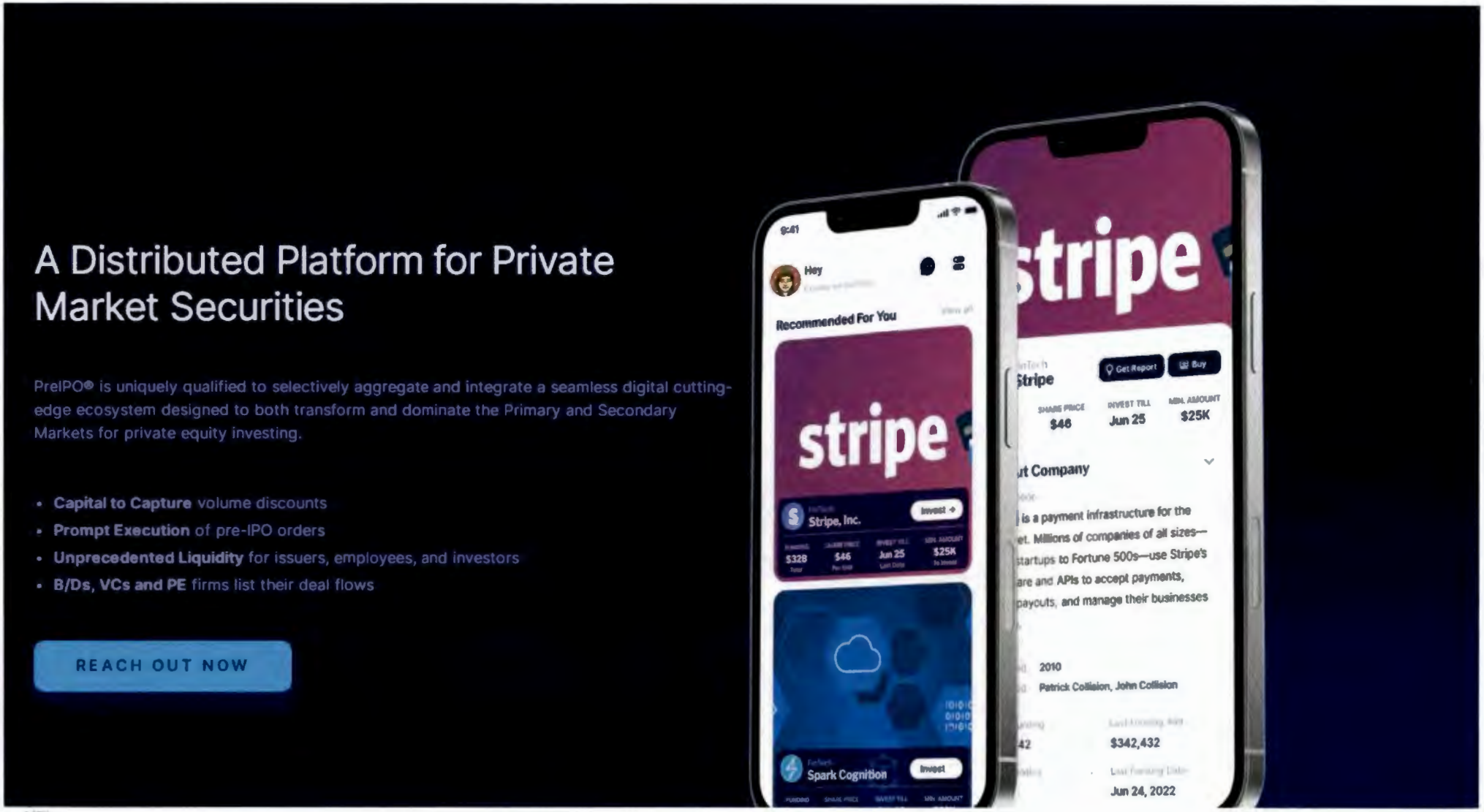
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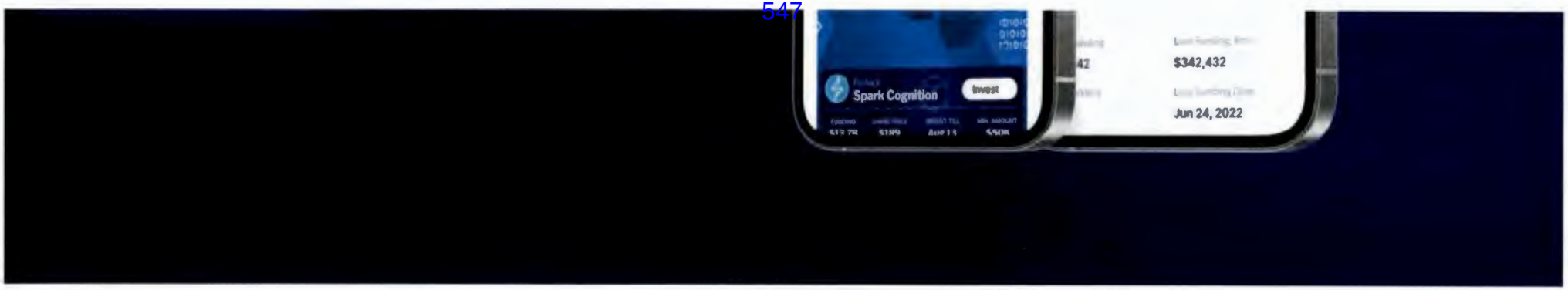
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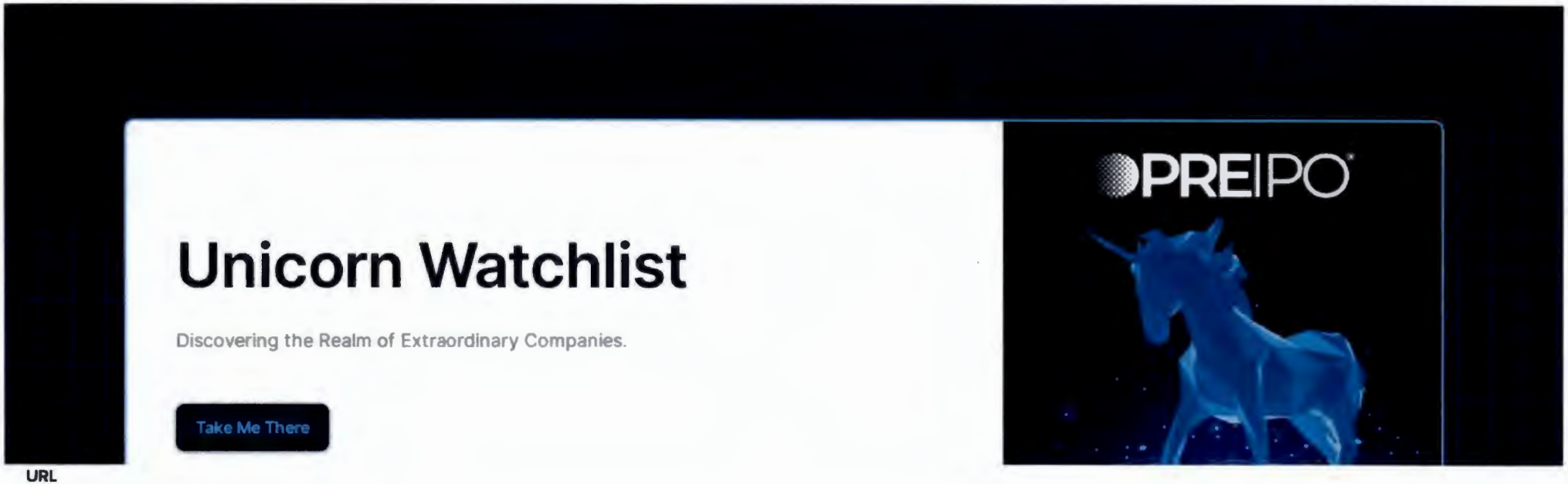
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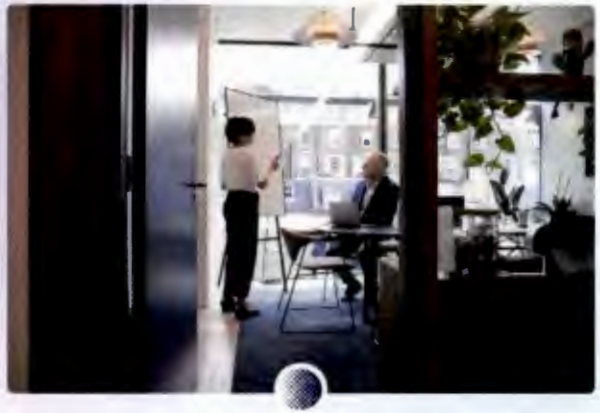


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PreIPO and Nivriti Solutions Global Forge Strategic Partnership to Revolutionize Supply Chain Asset Management



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PreIPO and Nivriti Solutions Global Forge Strategic Partnership to Revolutionize Supply Chain Asset Management

Posted: August 2, 2023

Category: News

Private Equity vs Venture Capital: What's the Difference?

Posted: June 21, 2023

Category: Education

Private Equity Consulting: Help for Growing Startups

Posted: June 14, 2023

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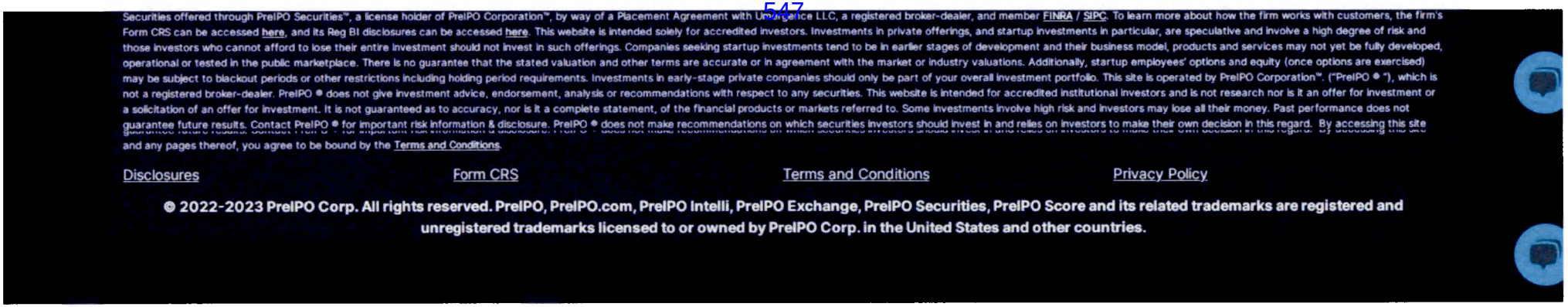
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PreIPO Corporation™ names David Grzan as Executive Chairman & CEO

August 31, 2022

BOCA RATON, Fla., Aug. 31, 2022 /PRNewswire/ -- **PreIPO Corporation™**, owner of a suite of proprietary platforms; including: PreIPO-as-a-Service™, Diligence-as-a-Service™, and PreIPO Intelli™, announced the promotion of David Grzan, a co-founder of the Company, to Executive Chairman & CEO.

PreIPO Corporation™ is pleased to have Mr. Grzan as its preeminent Executive Chairman and CEO. Mr. Grzan is a consummate servant leader with a panache for championing a culture steeped in competitive camaraderie. Mr. Grzan is driven to capitalize on the Company's proprietary portfolio of intellectual property designed to disrupt the primary and secondary markets, on a global scale, to create shareholder value while providing investors with democratized access to pre-IPO deal flow. Mr. Grzan, along with a brilliant team of proven and passionate executives share a common vision to collectively operate at the nexus of software development and distribution; private equity and fintech; capital formation and exits; and data aggregation and licensing. According to Mr. Grzan, "Execution and distribution combined with continuous innovation and regulatory fidelity is the cornerstone on which to build sustainable success."

Mr. Grzan has been a successful C-Suite executive in the investment banking, private equity, commercial banking, and commercial/multifamily real estate industries as well as the childcare industry (regionally and nationally) during the past 25-years. Mr. Grzan has served on the board of directors for banks, real estate companies and medical device companies. Mr. Grzan earned his MBA in Banking from the University of London (SOAS), his master's in financial services from the Denver School of Financial Planning, and his Bachelor of Arts in Business Administration from Long Island University, a.k.a. C.W. Post College. Mr. Grzan was a licensed Series 7, 24, and 63 securities professionals for over 30-years.

About PreIPO Corporation™
PreIPO Corp.™ is a financial technology company specializing in actively participating in private market securities transactions for qualified investors, sellers, issuers, and financial institutions through its vertically integrated ecosystem of 'licensable white-labeled' SaaS offerings designed especially for broker/dealers. As a pioneer in digitally distributed financial systems, PreIPO™ is deploying its proprietary PreIPO-as-a-Service Platform™. We are also pleased to offer PreIPO INTELLI™, this program will condense hours and days of internal research into easily digestible and actionable insights for qualified investors. Visit our website www.preipo.com.
For more information please contact: info@preipo.com or visit www.preipo.com

Source: Yahoo Finance

URL
https://www.preipo.com/news/preipo-corporation-tm-names-david-grzan-as-executive-chairman-ceo
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Thu Aug 03 2023 20:00:47 GMT+0000 (UTC)

About PreIPO Corporation™

PreIPO Corp.™ is a financial technology company specializing in actively participating in private market securities transactions for qualified investors, sellers, issuers, and financial institutions through its vertically integrated ecosystem of 'licensable while-labeled' SaaS offerings designed especially for broker/dealers. As a pioneer in digitally distributed financial systems, PreIPO™ is deploying its proprietary PreIPO-as-a-Service Platform™. We are also pleased to offer PreIPO INTELLI™, this program will condense hours and days of internal research into easily digestible and actionable insights for qualified investors. Visit our website www.preipo.com.

For more information please contact: info@preipo.com or visit www.preipo.com

Source: Yahoo Finance

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Timestamp

Thu Aug 03 2023 20:00:47 GMT+0000 (UTC)

PreIPO Corporation™ names David Grzan as Executive Chairman & CEO

September 1, 2022

PreIPO Corporation™, owner of a suite of proprietary platforms; including: PreIPO-as-a-Service™, Diligence-as-a-Service™, and PreIPO Intelli™, announced the promotion of David Grzan, a co-founder of the Company, to Executive Chairman & CEO.

PreIPO Corporation™ is pleased to have Mr. Grzan as its preeminent Executive Chairman and CEO. Mr. Grzan is a consummate servant leader with a panache for championing a culture steeped in competitive camaraderie. Mr. Grzan is driven to capitalize on the Company's proprietary portfolio of intellectual property designed to disrupt the primary and secondary markets, on a global scale, to create shareholder value while providing investors with democratized access to pre-IPO deal flow. Mr. Grzan, along with a brilliant team of proven and passionate executives share a common vision to collectively operate at the nexus of software development and distribution; private equity and fintech; capital formation and exits; and data aggregation and licensing. According to Mr. Grzan, "Execution and distribution combined with continuous innovation and regulatory fidelity is the cornerstone on which to build sustainable success."

Mr. Grzan has been a successful C-Suite executive in the investment banking, private equity, commercial banking, and commercial/multifamily real estate industries as well as the childcare industry (regionally and nationally) during the past 25-years. Mr. Grzan has served on the board of directors for banks, real estate companies and medical device companies. Mr. Grzan earned his MBA in Banking from the University of London (SOAS), his master's in financial services from the Denver School of Financial Planning, and his Bachelor of Arts in Business Administration from Long Island University, a.k.a. C.W. Post College. Mr. Grzan was a licensed Series 7, 24, and 63 securities professionals for over 30-years.

About PreIPO Corporation™

PreIPO Corp.™ is a financial technology company specializing in actively participating in private market securities transactions for qualified investors, sellers, issuers, and financial institutions through its vertically integrated ecosystem of 'licensable while-labeled' SaaS offerings designed especially for broker/dealers. As a pioneer in digitally distributed financial systems, PreIPO™ is deploying its proprietary PreIPO-as-a-Service Platform™. We are also pleased to offer PreIPO INTELLI™, this program will condense hours and days of internal research into easily digestible and actionable insights for qualified investors. Visit our website www.preipo.com.

For more information please contact: info@preipo.com or visit www.preipo.com

URL
https://www.preipo.com/news/new-executive-chairman-ceo
Timestamp
Thu Aug 03 2023 20:02:16 GMT+0000 (UTC)

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WELCOME

PreIPO® Investor Form

First name*

Last name*

Phone number*

Email*

Company name

Accredited Investor*

Do I qualify? Requirements: Income over $200,000 (individually) or $300,000 (with spouse or partner) in each of the prior two years, and reasonably expects the same for the current year OR Net Worth over $1M (excluding primary residence)

- ○ Yes
- ○ No

Qualified Purchaser*

(Net Worth over $5M)

- ○ Yes
- ○ No

Anything else you would like us to know about you as an investor?*

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Submit

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PreIPO® for Seed Investors

Invest in PreIPO®

Get in on the ground floor of this dynamic company by investing in the PreIPO Corporation's round for seed investors.

***UPDATE: PreIPO® will begin Series A round funding starting April 15, 2023. There's still an early-stage opportunity for savvy investors to take part in the growth of the platform that is changing the future of private equity investments.**

About PreIPO®



A Cutting-Edge Digital Ecosystem

PreIPO® is a distributed platform for private market securities that works with investors, issuers, financial institutions, corporations, and broker-dealers to simplify the purchase of private market securit es across the globe through its suite of artificial intelligence and machine learning-based diligence and discovery tools.

Here to Disrupt, Scale, and Democratize

Private market trading has historically been an esoteric field with opportunities exclusive to elite insiders. We're on a mission to make it more transparent and accessible to the broader market and are giving seed investors the chance to join us.

Invest in the Future of Pre-IPO Trading

First Name* Last Name*

Phone Number* Email*

Which of the following best describes you?*

Investor	○	Issuer	○
Investment Professional	○	Broker-dealer	○
Potential Partnership	○	Other	○

Reason you are reaching out?*

Potential Partnership	○	Vendor	○
Current User	○	Request Platform Demo	○
Request Platform Access	○	Other	○

How can we help you?*

Submit

Unfair Advantages

The PreIPO® platform is clean, modern, and user-friendly, enabling users to buy or sell shares in a few quick and easy steps.

We have the capital to capture volume discounts in the primary and secondary markets to drive investors' savings and profitability to PreIPO®.

Unprecedented liquidity for issuers, employees, and users who invest in pre-IPO companies on the platform.

Prompt execution of pre-IPO orders with digital confirmation, all built into the PreIPO® platform.

B/Ds, venture capitalists, and private equity firms are able to list their deal flow and transact on the platform.

We only deal in confirmed allocations for investors. PreIPO® is not an indication of interest platform.

Schedule a Platform Demo

Unmatched Leadership

PreIPO® is led by an executive team with decades of combined expertise in both private equity and venture capital around the world. This vast intellectual capital and network allow us to expand our horizons and maximize the value of our holdings, providing investors and issuers access to high-caliber onshore and offshore markets.

Meet the PreIPO® Team



The Numbers

PreIPO Corporation™ is completing a $8.75M seed round to monetize both our transactional and SaaS platforms and expand our broker-dealer syndicate to optimize revenue scalability.

$3M
Raised in the seed round from angels & small institutions

$5.33 / Share
For seed investors to participate at founder's pricing.

~$1B
Of private investment deals for revenue generation.

$8.75M
To fund massive growth through revenue generation on a non-dilutive basis.

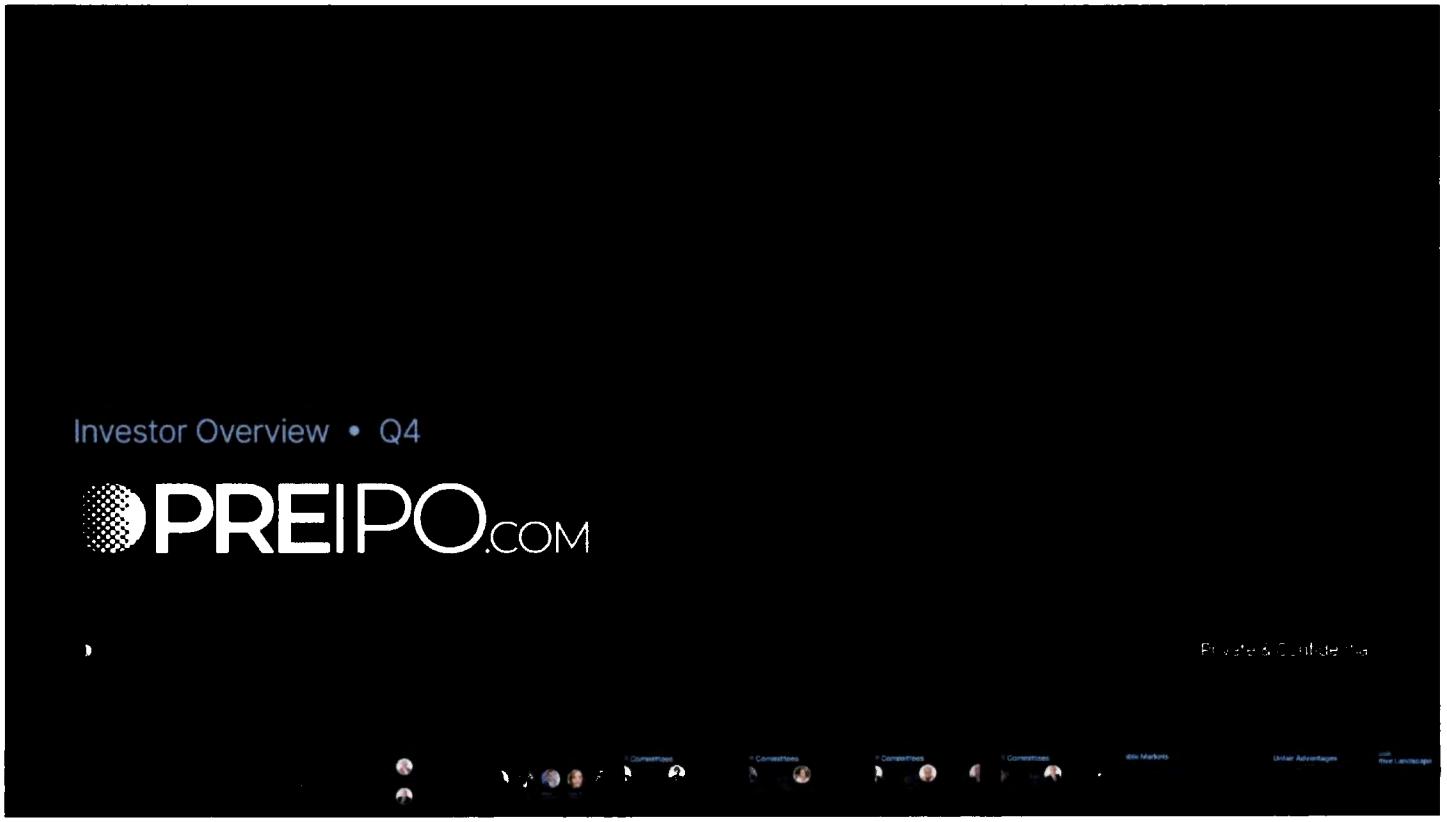
PREIPO®

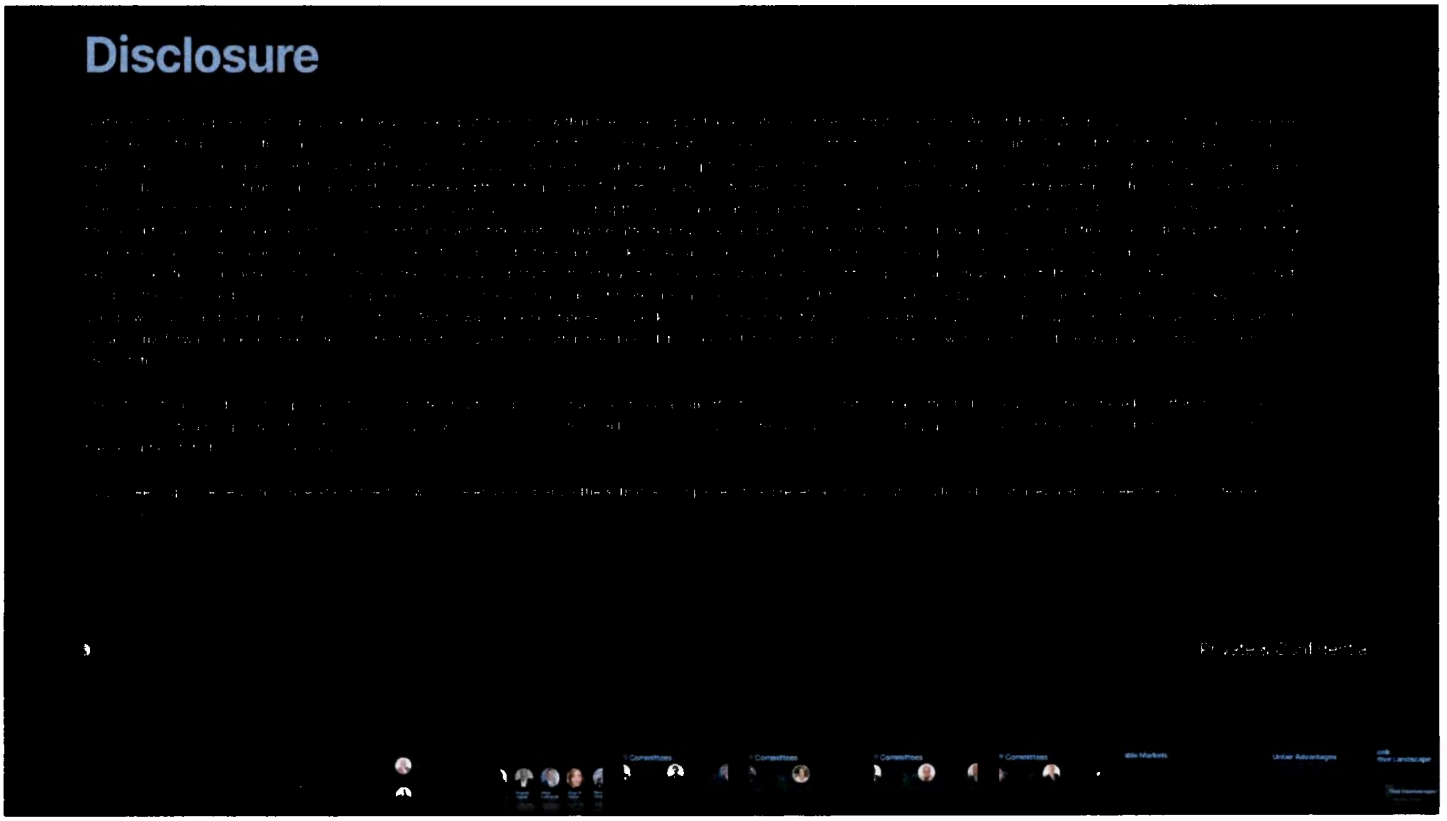
A distributed platform for private market securities - invest in leading companies before they IPO.

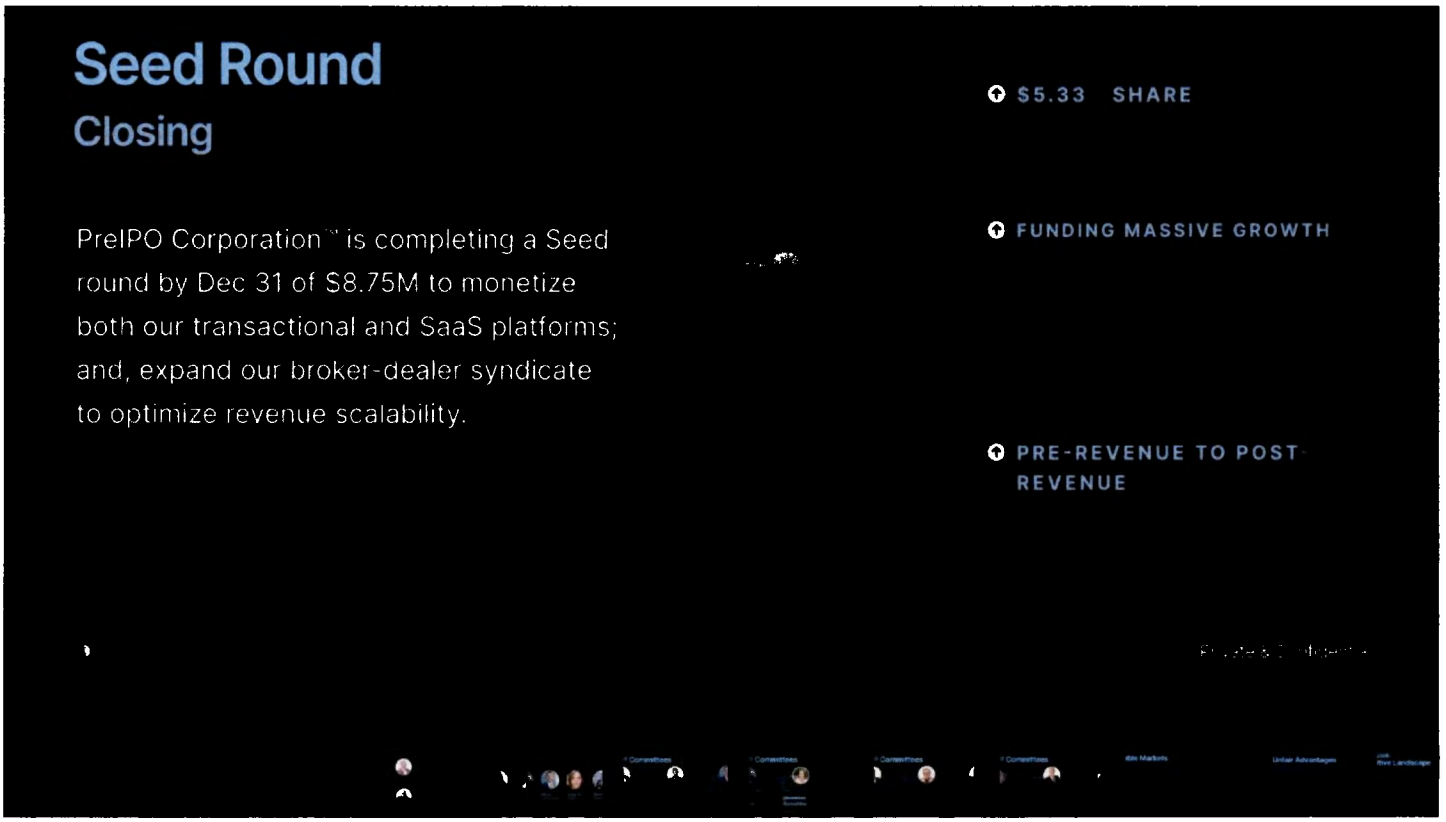
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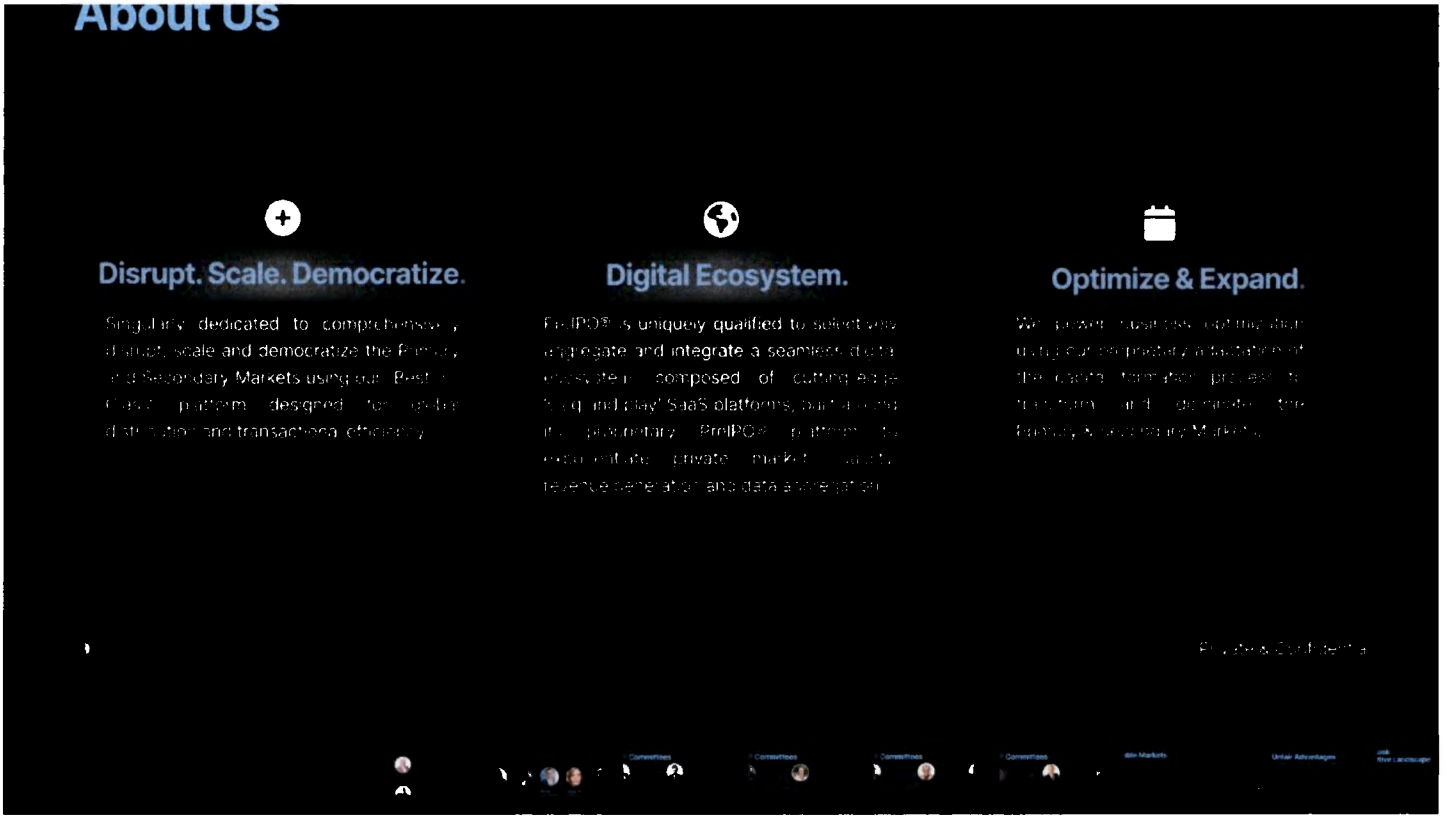
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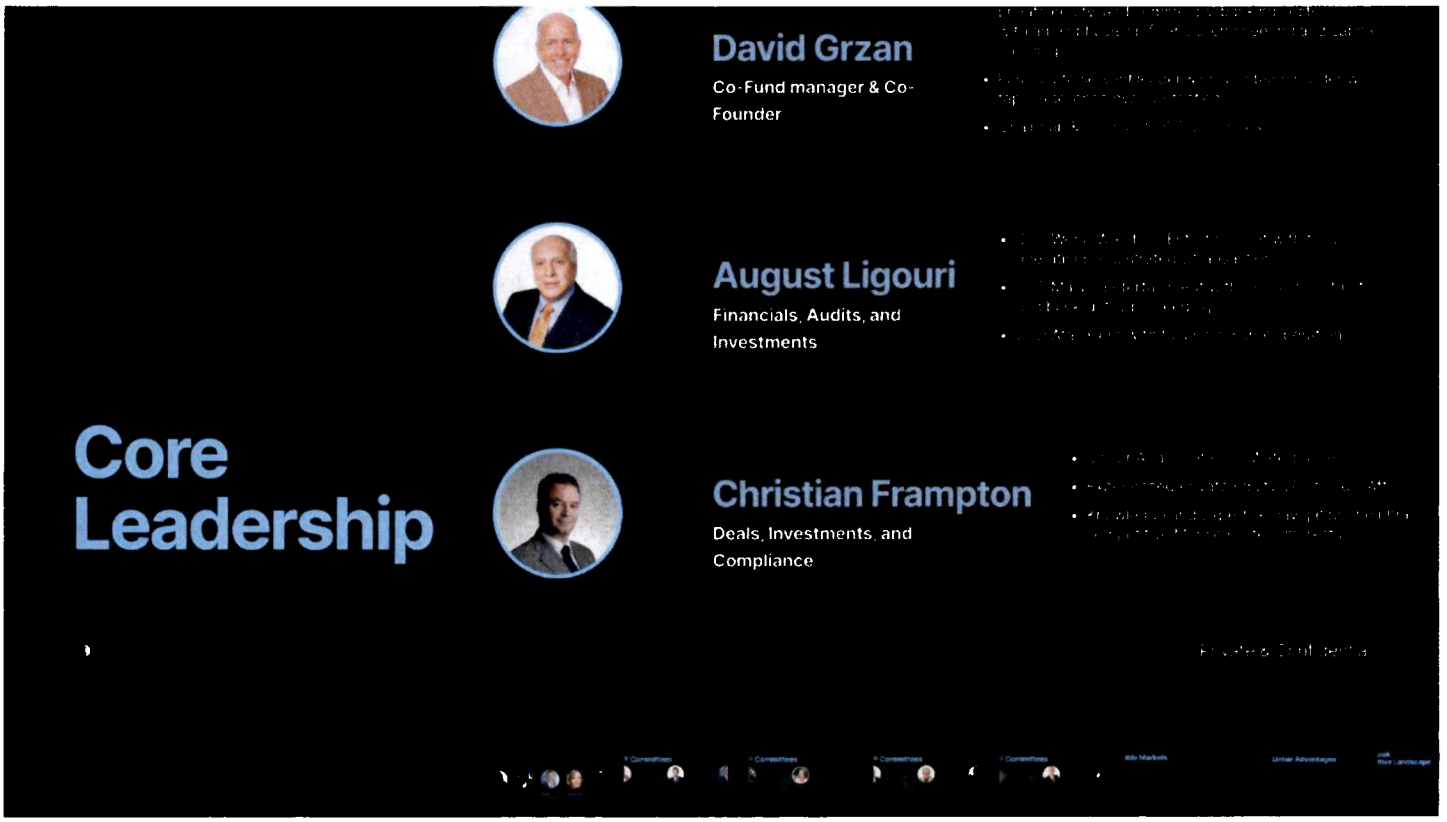
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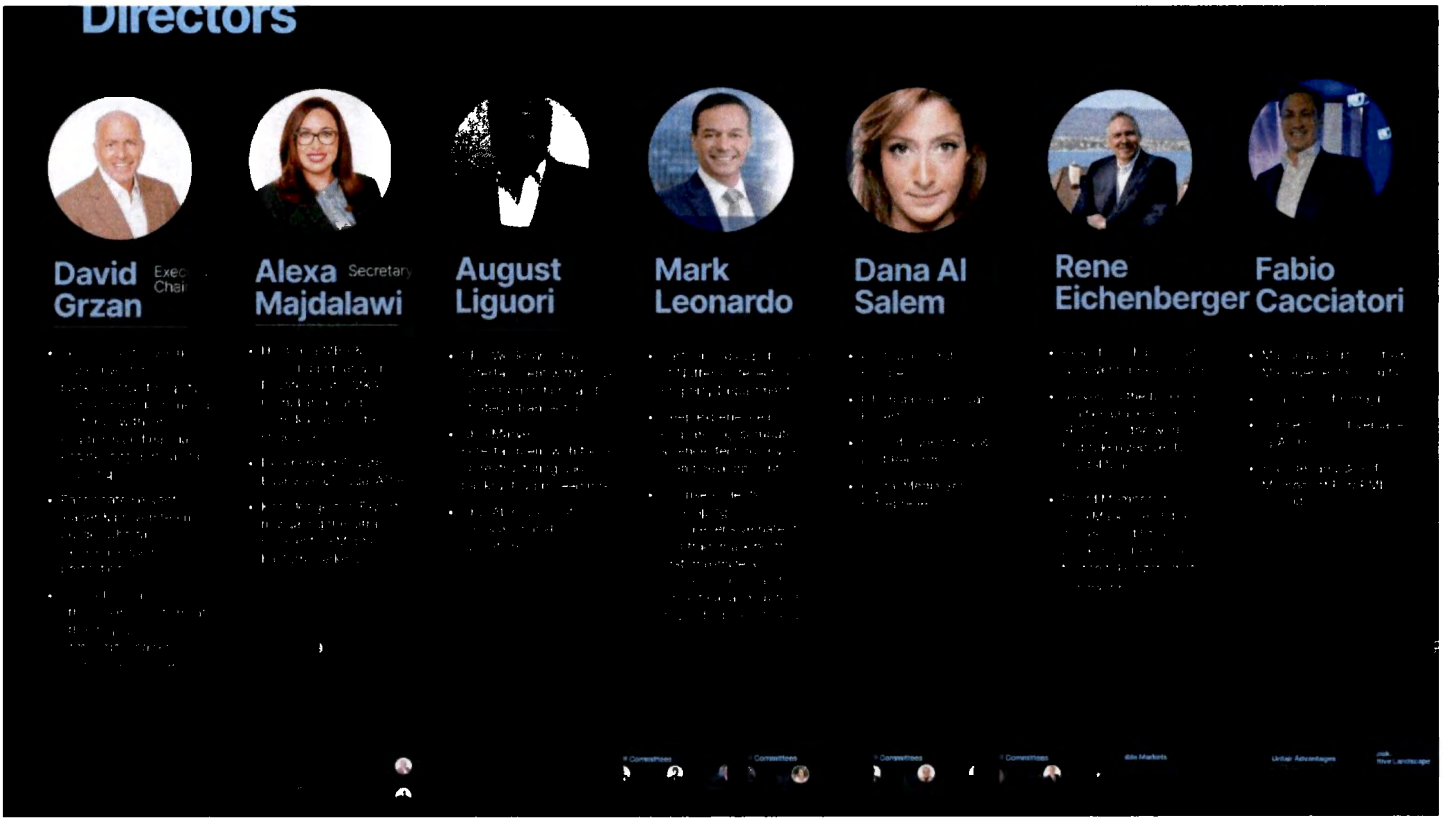

Investor Overview • Q4
PREIPO.COM

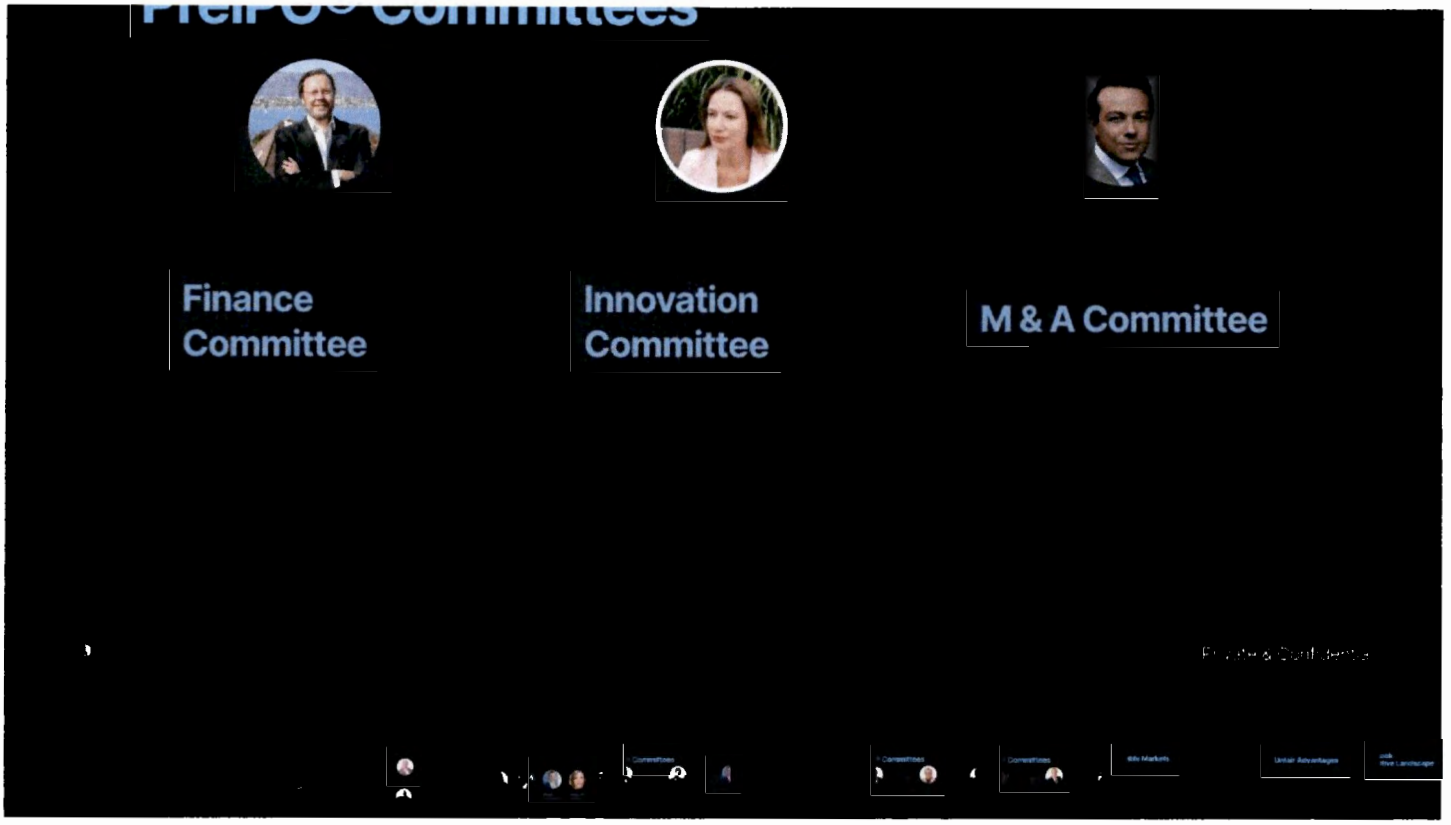

Disclosure

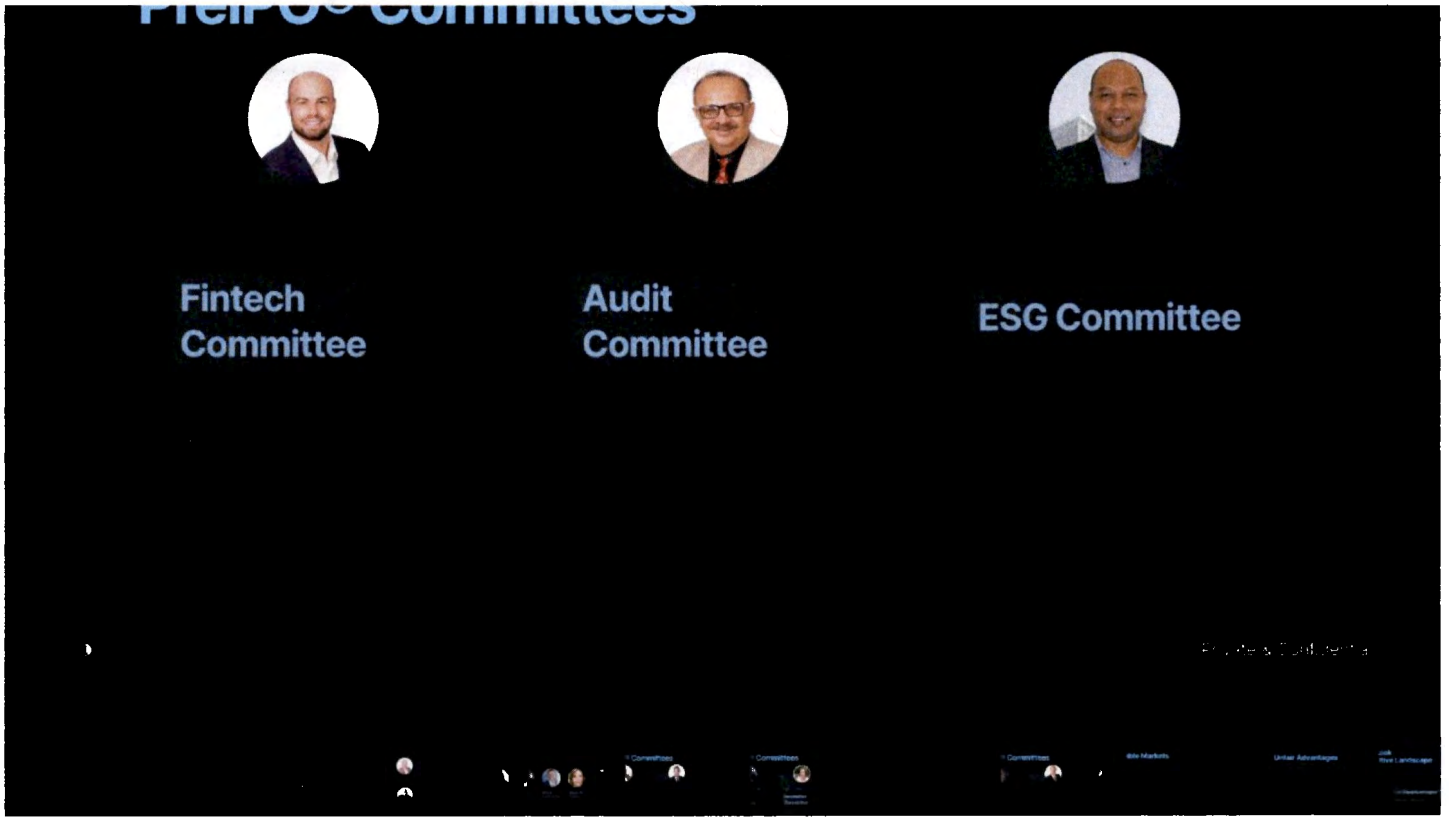

Seed Round
Closing
PreIPO Corporation™ is completing a Seed round by Dec 31 of $8.75M to monetize both our transactional and SaaS platforms; and, expand our broker-dealer syndicate to optimize revenue scalability.
$5.33 SHARE
FUNDING MASSIVE GROWTH
PRE-REVENUE TO POST-REVENUE

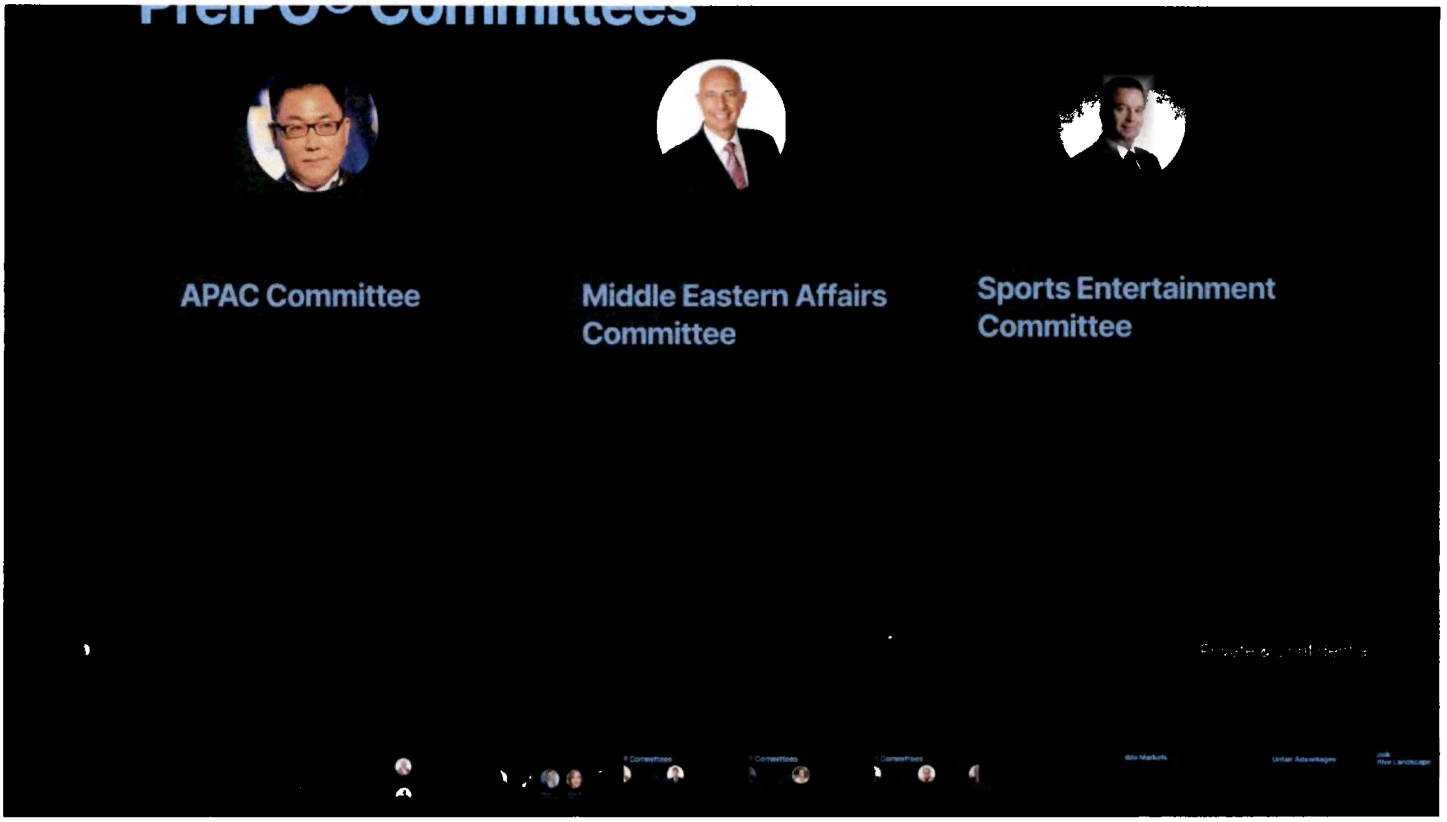

About Us
Disrupt. Scale. Democratize.
Digital Ecosystem.
Optimize & Expand.

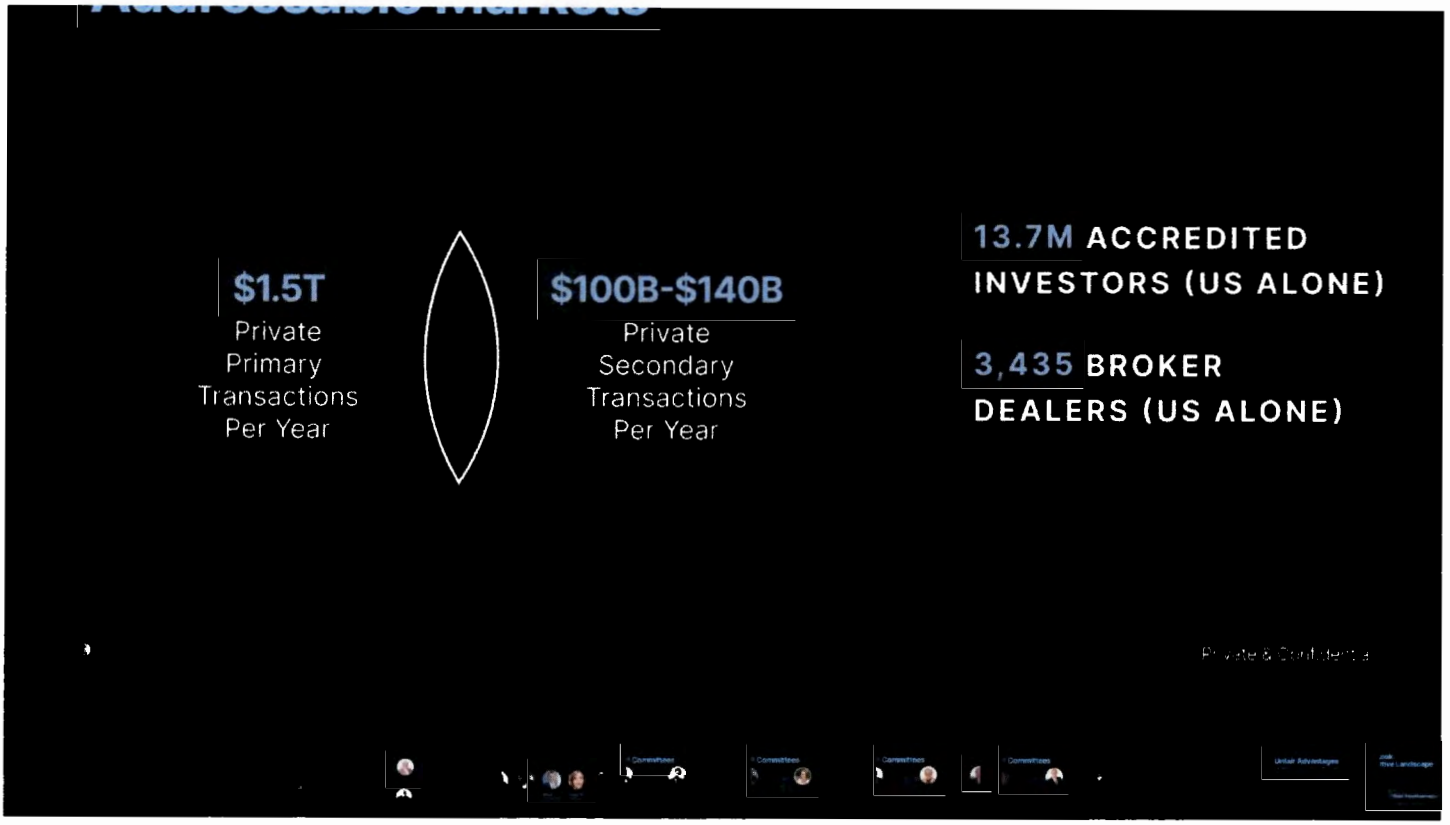

David Grzan
Co-Fund manager & Co-Founder
August Ligouri
Financials, Audits, and Investments
Core Leadership
Christian Frampton
Deals, Investments, and Compliance

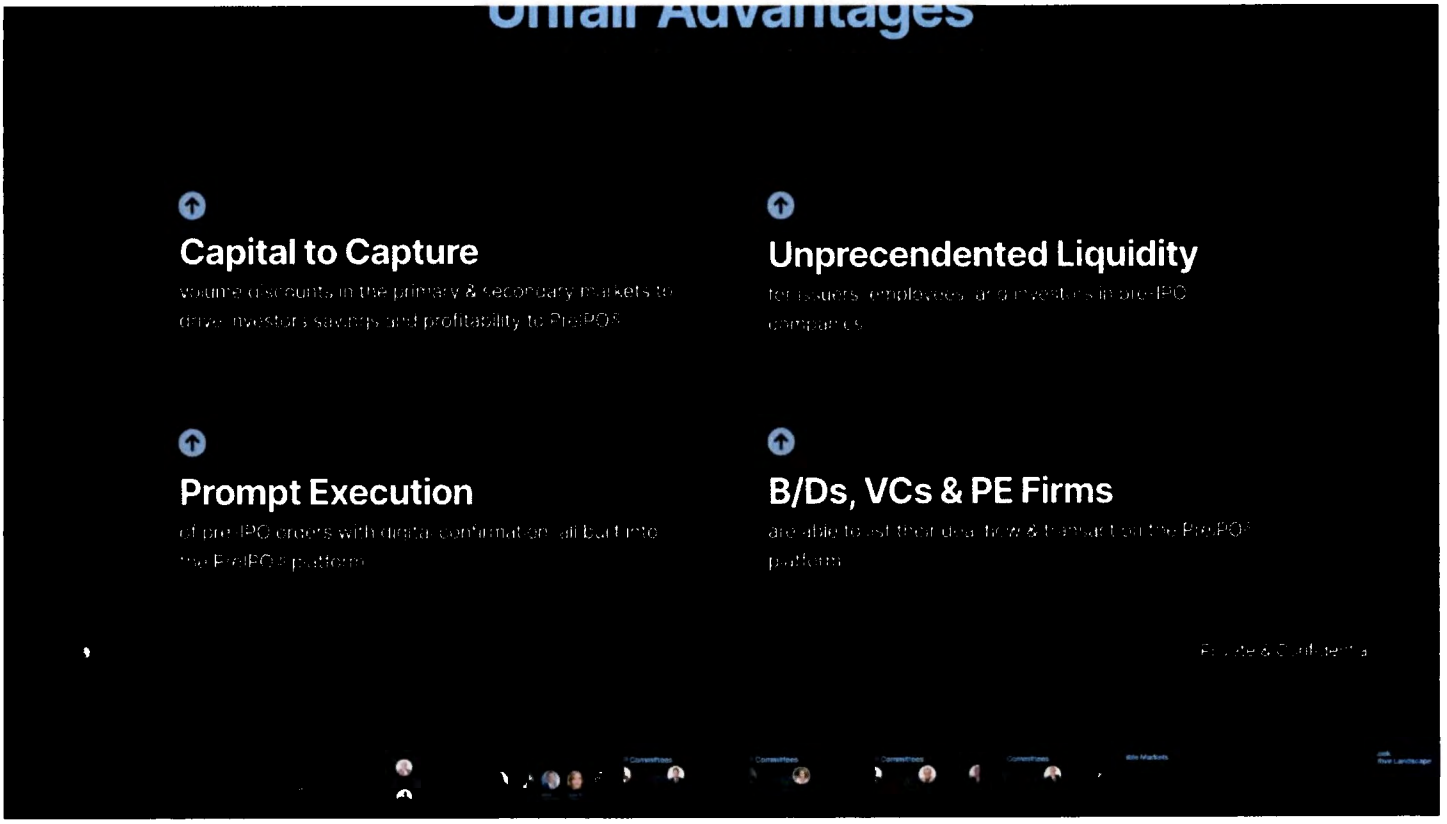

Directors
David Grzan
Alexa Majdalawi
Secretary
August Liguori
Mark Leonardo
Dana Al Salem
Rene Eichenberger
Fabio Cacciatori


Finance Committee
Innovation Committee
M & A Committee

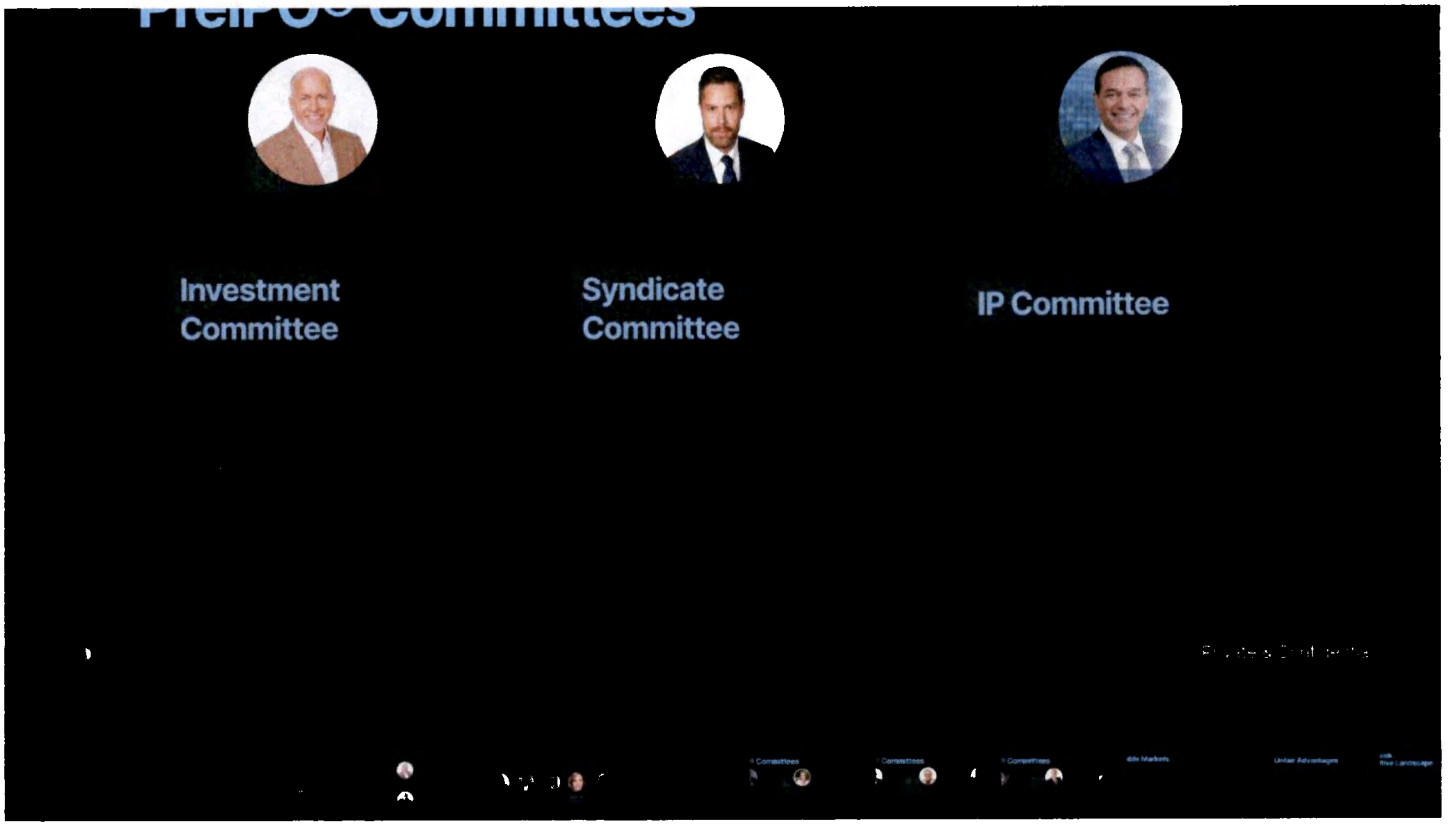

Fintech Committee
Audit Committee
ESG Committee


APAC Committee
Middle Eastern Affairs Committee
Sports Entertainment Committee


$1.5T
Private
Primary
Transactions
Per Year
$100B-$140B
Private
Secondary
Transactions
Per Year
13.7M ACCREDITED
INVESTORS (US ALONE)
3,435 BROKER
DEALERS (US ALONE)


Unfair Advantages
Capital to Capture
Unprecendented Liquidity
Prompt Execution
B/Ds, VCs & PE Firms


Competitive Landscape
Competition
Their Disadvantages*
Competitive Advantages


Investment Committee
Syndicate Committee
IP Committee

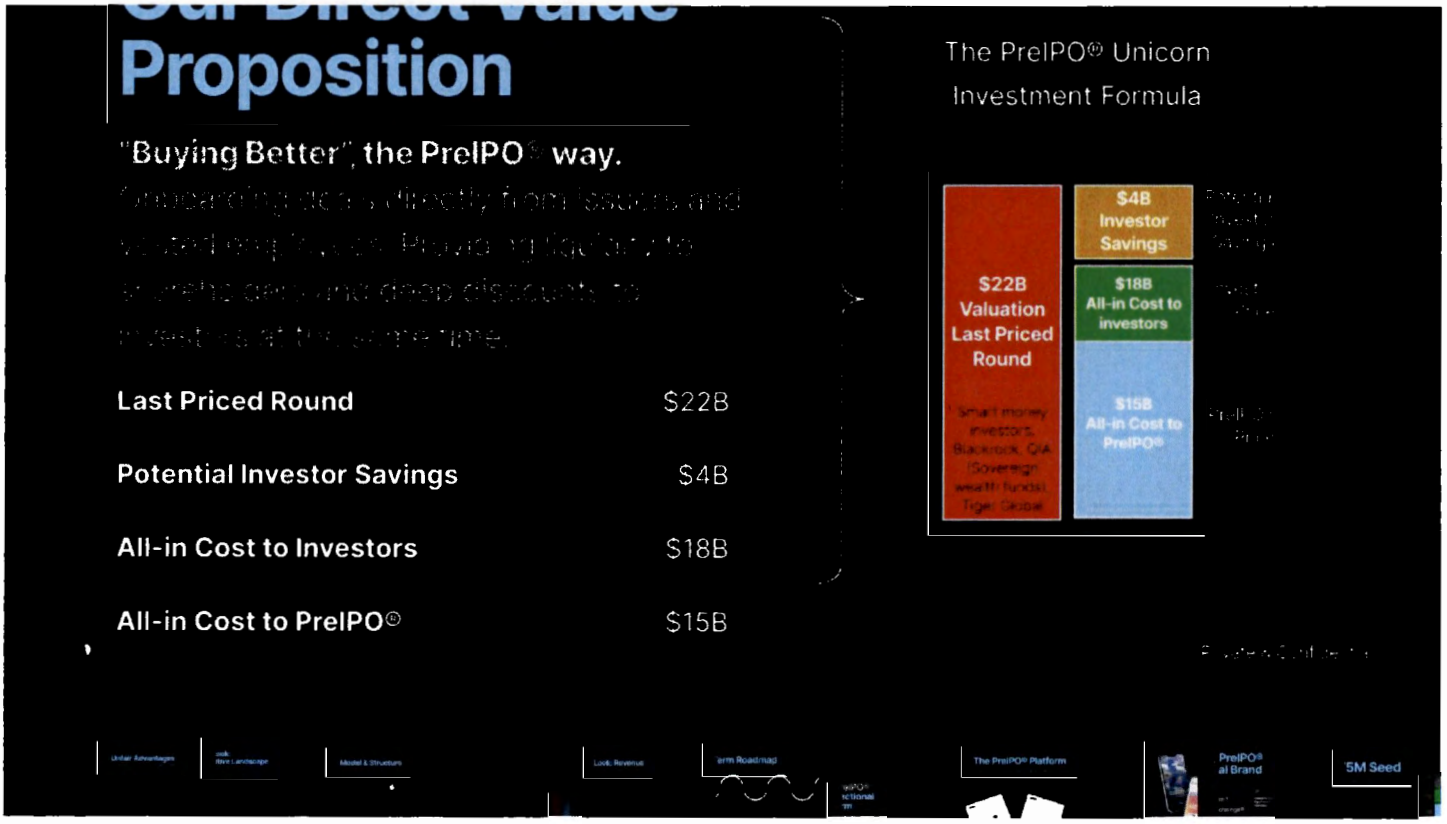
Primary Model & Structure

1

PreIPO® will acquire equity interests in pre-IPOs including both primary and secondary markets, new issuance of securities, and existing issues of private equity securities, aka pre-IPOs).

2

PreIPO avails its proprietary PreIPO® platform to serve the following: Issuers; Investment Bankers (B/Ds, VCs & PEs); and, Investors (Accredited Investors, Qualified Purchasers & Family Offices) to create liquidity and provide democratized access to private market investments.


Proposition
"Buying Better", the PreIPO way.
Last Priced Round $22B
Potential Investor Savings $4B
All-in Cost to Investors $18B
All-in Cost to PreIPO® $15B
The PreIPO® Unicorn
Investment Formula
$22B
Valuation
Last Priced
Round
$4B
Investor
Savings
$18B
All-in Cost to
investors
$15B
All-in Cost to
PreIPO®
5M Seed

Closer Look: Revenue

Platform Offerings

Pre-IPOs

- Pre-seed and Seed companies
- Round A, B and C companies
- Pre-unicorn and unicorn companies

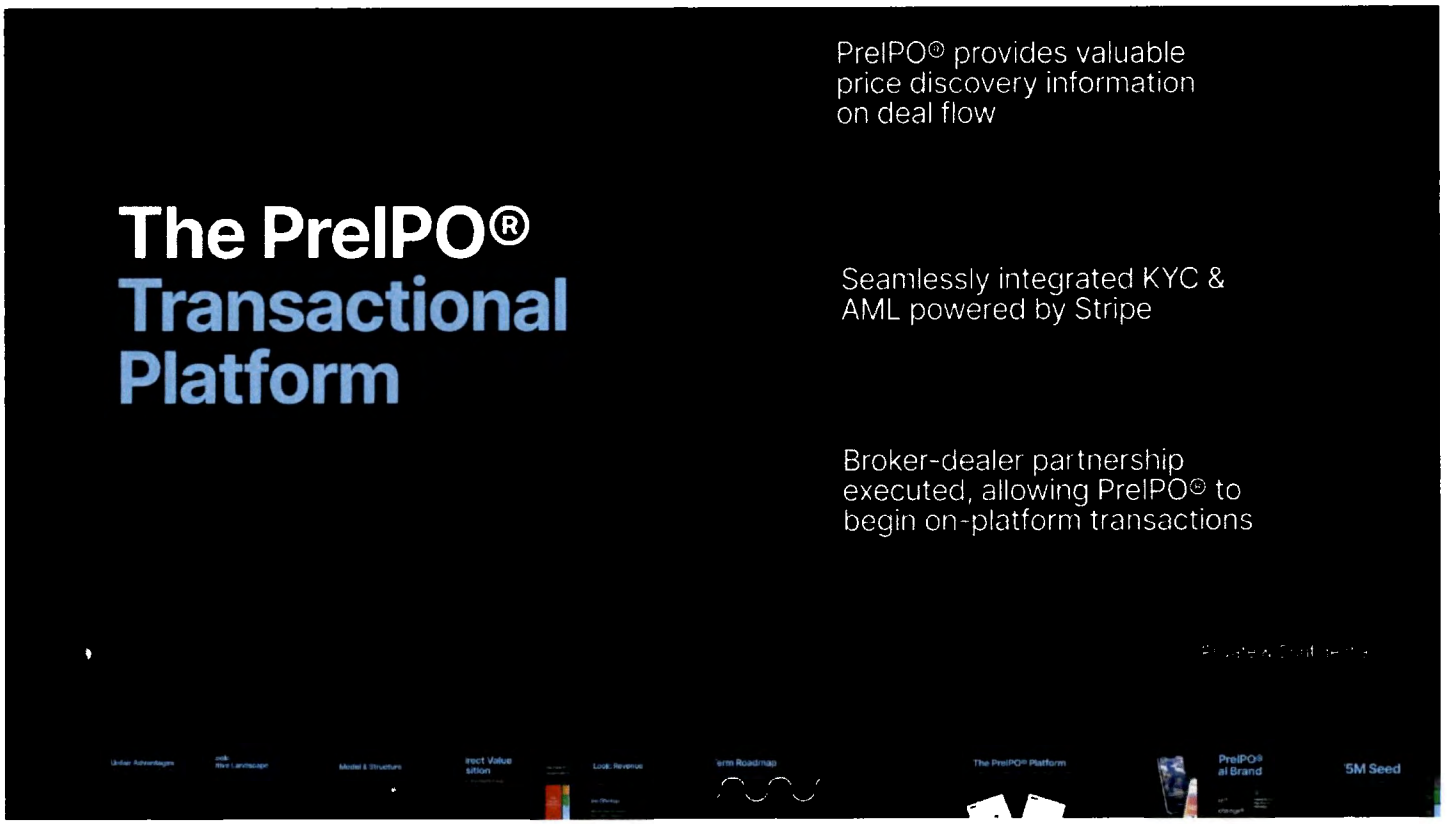
Platform Revenue

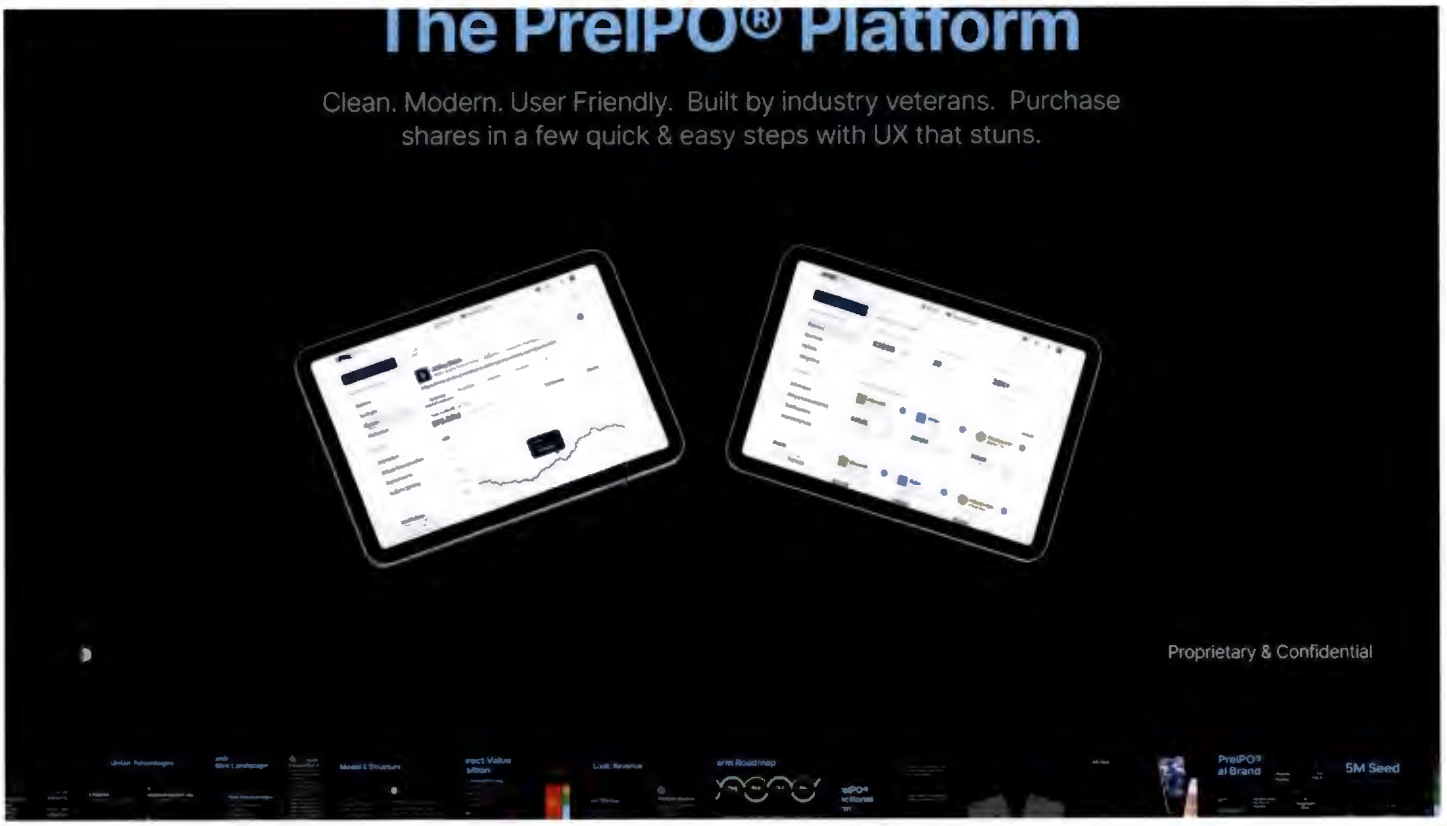
From Pre-IPO Transactions

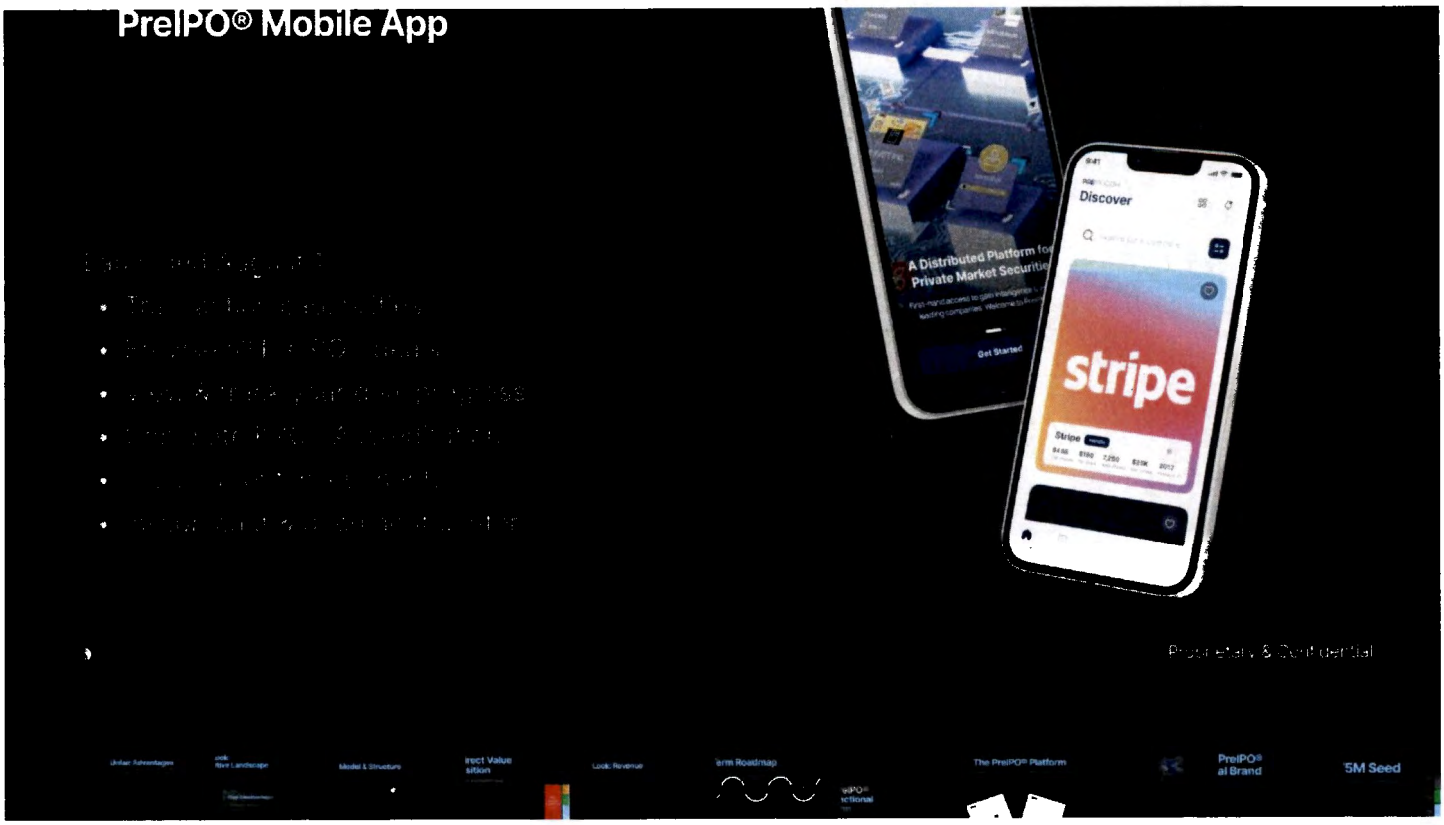
- Spreads
- Arbitrages
- Fees
- Carried Interest

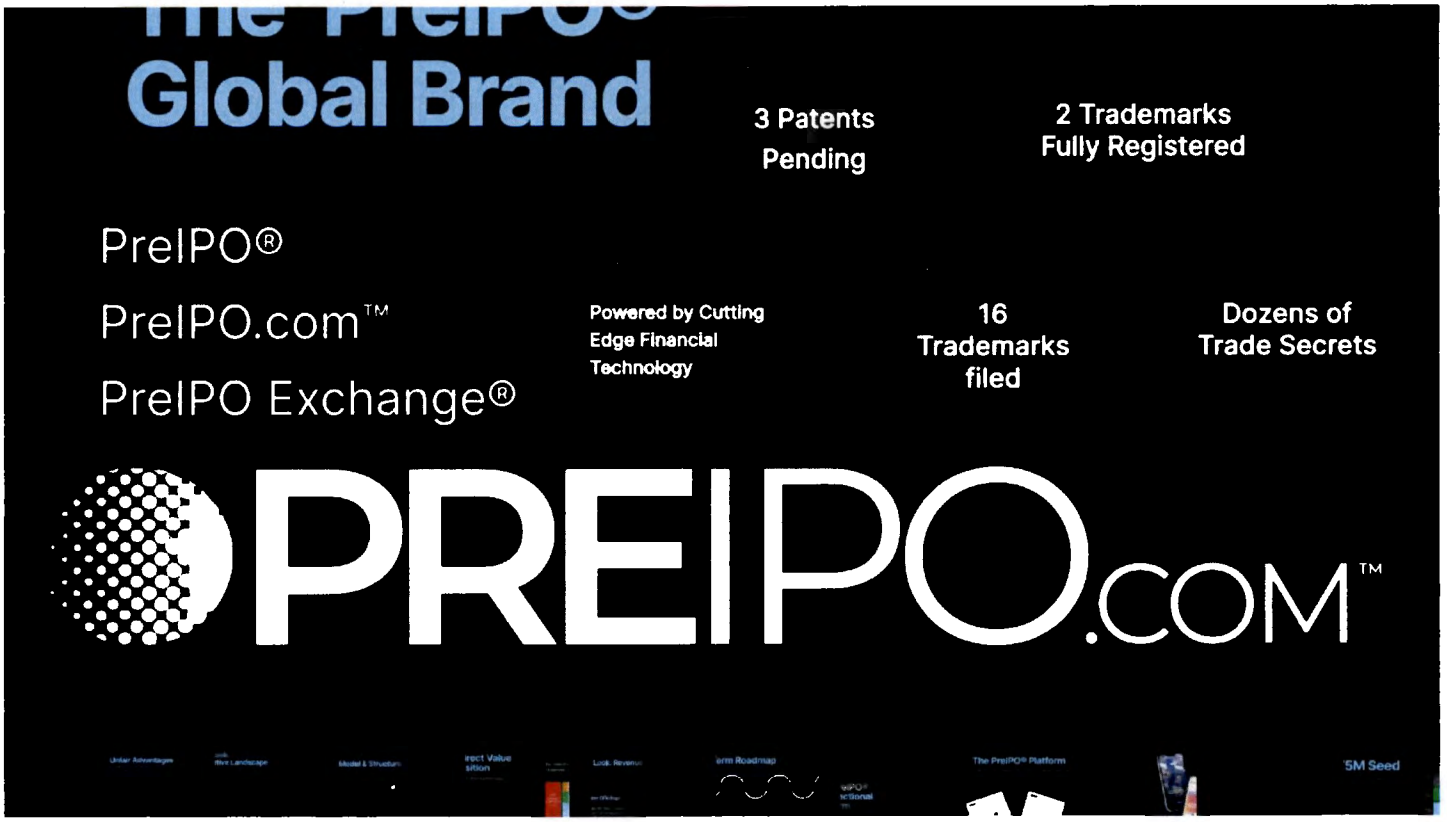
Private & Confidential


Short-Term Roadmap
May 2022
Aug 2022
Sep 2022
Oct 2022
Dec 2022
2026+ Exit
Raise
Began raise
BD Partnership
Secured placement agreement with BD Umergence to be able to transact
Launch Platform
PreIPO platform launches, mobile apps deployed
Registered IP
Secured fully registered trademarks for PreIPO® and PreIPO Exchange®
Close Seed Round
Close out $8 75M seed round, grow our board and begin global scaling
Strategic Exit
Dividends, M&A or IPO
Proprietary & Confidential


PreIPO® provides valuable price discovery information on deal flow
The PreIPO® Transactional Platform
Seamlessly integrated KYC & AML powered by Stripe
Broker-dealer partnership executed, allowing PreIPO® to begin on-platform transactions
5M Seed


The PreIPO® Platform
Clean. Modern. User Friendly. Built by industry veterans. Purchase shares in a few quick & easy steps with UX that stuns.
Proprietary & Confidential
5M Seed


PreIPO® Mobile App
Discover
stripe
Get Started
5M Seed


Global Brand
3 Patents Pending
2 Trademarks Fully Registered
PreIPO®
PreIPO.com™
PreIPO Exchange®
Powered by Cutting Edge Financial Technology
16 Trademarks filed
Dozens of Trade Secrets
PREIPO.COM™
$M Seed


$8.75M Seed
Price per share
$5.33
Minimum Shares
10,000
Minimum Investment
$53,300
40%
$3.55M
23%
$2M
37%
$3.2M

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Thank You
www.preipo.com

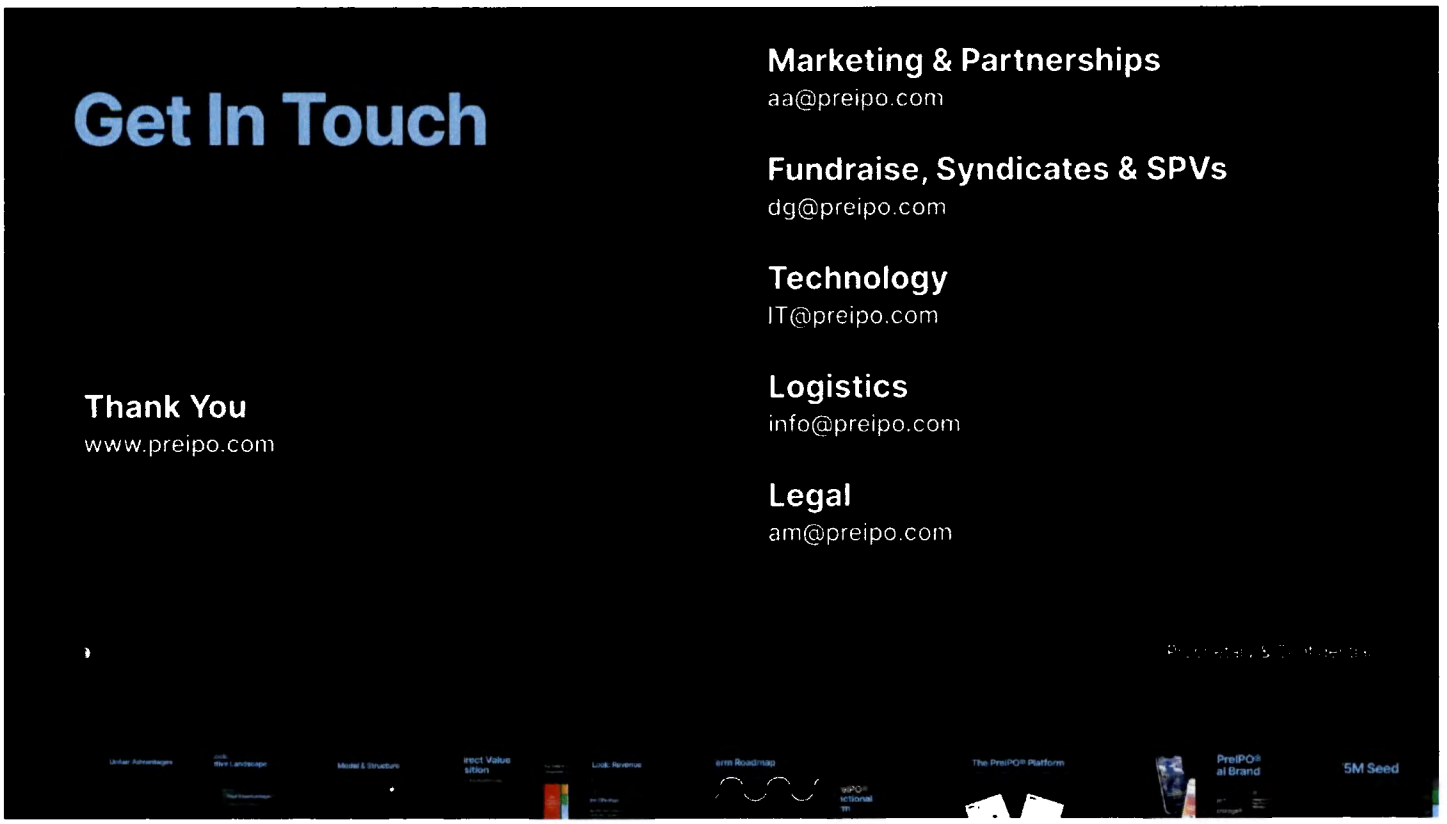
Marketing & Partnerships
aa@preipo.com

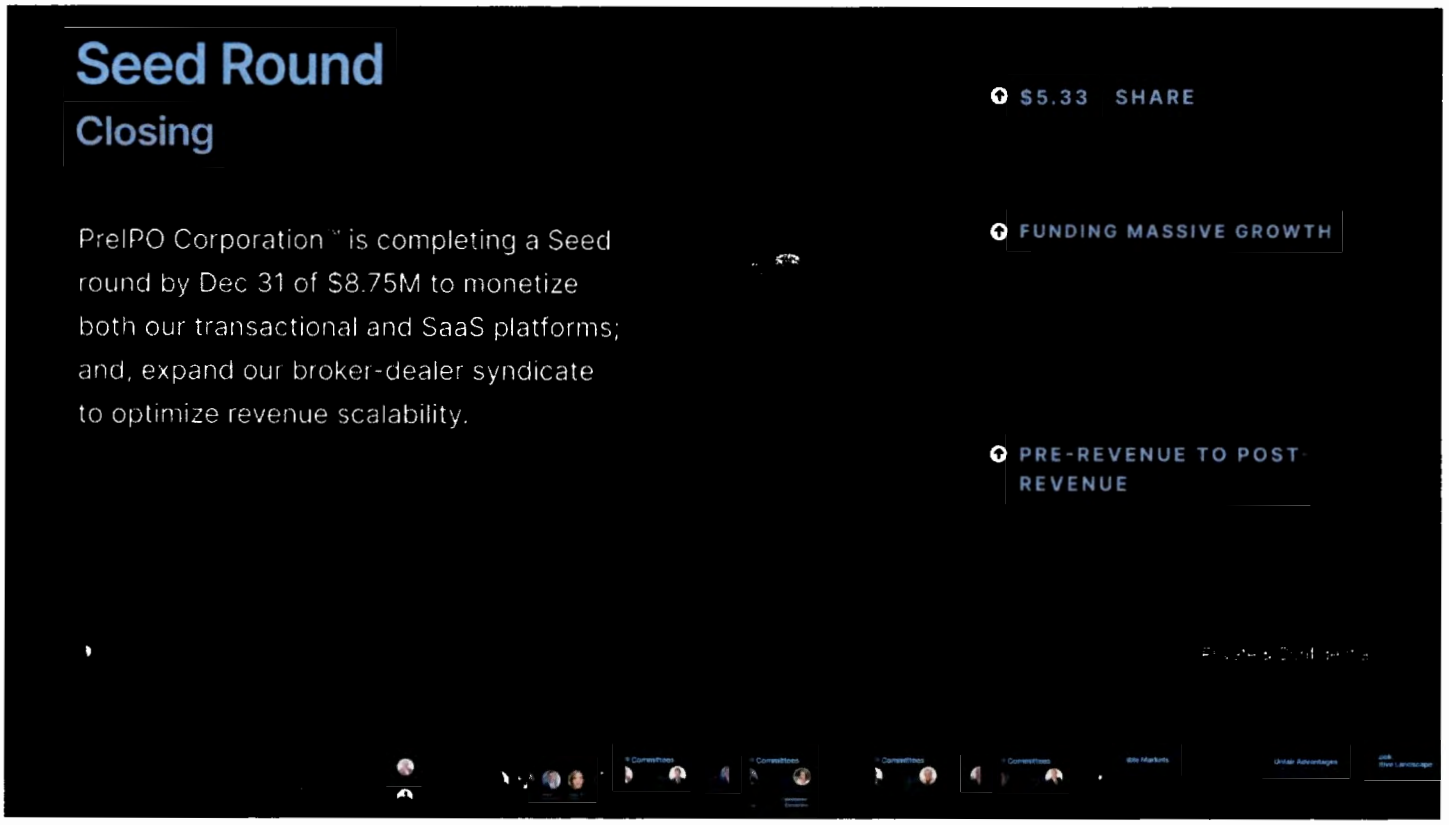
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Logistics
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Legal
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Seed Round
Closing
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$5.33 SHARE
FUNDING MASSIVE GROWTH
PRE-REVENUE TO POST-REVENUE

ATTACHMENT

12

From: J.D. Mattera [jd@preipo.com]
Sent: 4/12/2022 6:40:09 PM
To: David Grzan [dg@preipo.com]
CC: Shon Ranawat [sr@preipo.com]; Michael Carney [mc@preipo.com]; Rudy Mazzocchi [rm@preipo.com]
Subject: Re: Due Diligence Package
Attachments: Untitled attachment 01954.html; 1. PreIPO Corporation™ - Tearsheet.pdf; 2. PreIPO Corporation Business Plan.pdf; Untitled attachment 01957.html; 3. PreIPO Corp. Family & Friends Round .pdf; Untitled attachment 01960.html; 4. PreIPO Corp. Warehouse Facility .pdf; Untitled attachment 01963.html; 7. PreIPO Corporation Capitilization Table .pdf; Untitled attachment 01966.html; 5. PreIPO Investor Presentation - Slide Deck .pdf; Untitled attachment 01969.html; 6. PREIPO PPM - (April 2022).pdf; Untitled attachment 01972.html

Great job

Ty

JD Mattera
Founder & Global Head of Strategic Partnerships

jd@preipo.com
+1 561 271 2717

PreIPO

Dofourstrassc 60 8702 Zollikon Switzcrland309 Fifth Avcnuc, Suitc 32B New York, NY 10016 USA

On Apr 12, 2022, at 4:13 PM, David Grzan <dg@preipo.com> wrote:

Gents,

Attached please find the most up to date due diligence package that includes:

1. Tear Sheet
2. Business Plan
3. Friend & Family Round Ask
4. Warehouse Facility Ask
5. Investor Presentation - Slide Deck
6. PPM
7. Cap Table

There is a reference to Sparta Management (Affiliate) and Benefits-as-a-Service to B/D's added to the first 4 items above.

EXHIBIT
tabbies
6

We should be able to add the Sparta Pro forma to the mix by tomorrow; however, It should be sent in response to an approved request or with internal consent. (Treat it like it was in a Data Room with password protection.) Same goes for the PreIPO Corporation pro forma, when it is ready.

All of the attached items (and pro forma financials) will aid in the effort to raise capital. That, in addition to the primo website and forthcoming demo videos will make the several offers nothing short of irresistible.

Comments / Suggestions welcome.

Best,
David

David Grzan
Chief
Syndication
Officer
dg@preipo.com
612.618.2686

www.preipo.com

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PreIPO

PreIPO.com

Tear Sheet:

- PreIPO Corporation is a distributed technology innovation company that deals in the primary and secondary pre-IPO markets.
- PreIPO Corporation owns and operates a proprietary SaaS Fintech platform over a distributed network called PreIPO-as-a-Service.
- PreIPO Corporation provides founders and vested employees with limited liquidity prior to their anticipated IPO in exchange for their pre-IPO shares. The acquired shares are warehoused and remarketed on the PreIPO-as-a-Service platform to broker dealers, accredited and institutional investors worldwide.
- PreIPO-as-a-Service provides broker/dealers, and by extension their clients, with a white-labeled subscription-based distributed platform, which is embedded with comprehensive FINRA and SEC compliance protocols that grants tiered access to invest in the most anticipated pre-IPOs available in the market.
- PreIPO-as-a-Service generates recurring revenue through subscriptions as well as benefiting from a number of other high revenue pipelines that includes but is not limited to: market-making activities such as creating spreads and constructing arbitrages, affording liquidity as well as to capture potential profits from its 0 20 carried interest construct, all from and dealing within the pre-IPO space.
- PreIPO-as-a-Service is powered by its proprietary platform called the 'Comet Network', which leverages Blockchain technologies to provide for the tokenization, digitization and fractionalization of pre-IPO shares worldwide.
- PreIPO Corporation is more than a descriptive name, it is intellectual property with considerable market value and cachet. PreIPO Corporation™ is a prestigious, recognizable and highly coveted trademarked brand that affords exclusive global intellectual property rights, protections and it provides enforceable legal recourse to infringement.
- Capitalizing and Funding PreIPO Corporation:
  - Family and Friends Round: Selling approximately 10% of the Company for $8,750,000.
  - Establishment of a warehouse facility called the PreIPO Corporation 'Quantum Vault' that inventories pre-IPOs for remarketing over the PreIPO-as-a-Service platform that serves broker dealers, accredited and institutional investors.
  - Series A Round, for starters, to fund and accelerate the growth of PreIPO Corporation to maximize shareholder value and strategically position the Company for an exit via an IPO.
- PreIPO Corporation founder's team and affiliates are composed of seasoned successful professionals with deep subject matter expertise in financial services, Fintech and software App technology.
- Affiliated Fund Management Company: Spart Management I LLC, a series segregated fund structured as SPVs that will operate under Rule 506(c), with respect to the general solicitation of accredited investors while maintaining strict compliance regarding Regulation D.

EXHIBIT 7 tabbies

PreIP

PreIPO Corporation

BUSINESS PLAN

Prepared by:

The PreIPO Corporation Team

309 5th Ave
New York, New York 10016
888-702-5575
info@preipo.com

PreIPO.com



I. EXECUTIVE SUMMARY

PreIPO Corporation (referred to from hereon in as the "Company") established as a C-corporation at 309 5th Ave, New York, New York 10016 with the expectation of rapid expansion in the financial software marketing industry.

Management Team
The Company has assembled an experienced management team:

Executive Chairman - Rudy Mazzocchi, *Rudy A. Mazzocchi is an entrepreneur & author and has founded and sold several companies in the medical space including, MICROVENA, Vascular Science, Inc., CytoGenesis, Inc. & Image-Guided NEUROLOGICS. He is currently the CEO of AGENTIX Biopharma, Former Exec. Chairman of Establishment Labs Holdings, Inc. (NASDAQ: ELSA), Exec. Chairman of OptiStent & Exec. Chairman of ASEP Medical.*

Chief Executive Officer - Shon Ranawat, *Shon has successfully leveraged his ties to Silicon Valley and Wall Street as a means to connect accredited and institutional investors with a host of the most anticipated, late-stage, unicorn level pre-IPOs in the private equity space. Shon's pedigree in private equity was cultivated as a trader running a proprietary trading desk as well as actively participating in multiple M&A deals. The foundation of his experience can be traced back to his time as Chief Strategist for the Ranawat Orthopedic Group Family Office at the Hospital for Surgery.*

Chief Operating Officer - Michael Carney, *Michael is an accomplished Executive with 15+ years of experience, including international markets, a broad background including sales operations, marketing, business development, and building Strategic Partnerships. In his previous role, Michael served as a corporate vice president and developed plans and strategies to control more segments of the global digital marketplace. Michael has consistently demonstrated the ability to provide innovative solutions.*

Chief Syndicate Officer - David Grzan, *David has been a successful C-Suite executive in the investment banking, private equity, commercial banking, and commercial/multifamily real estate industries as well as the child care industry (regionally and nationally) during the past 25-years. Mr. Grzan served on the board of directors for Equity Bank, Equity Bank Holding Company, Rochester Medical Technologies (with Mayo Foundation for Medical Education and Research), Rochester Medical Management, Carlson CRE Group, and Charter SPV-I. Mr. Grzan earned his MBA in Banking from the University of London (SOAS), his Masters in Financial Services from the Denver School of Financial Planning, and his Bachelor of Arts in Business Administration from Long Island University, a.k.a. C.W. Post College. Mr. Grzan was a licensed Series 7, 24, and 63 securities professional for over 30-years.*

Director of Finance - Paulina Marcekova, *Paulina is an accomplished financial professional with 10+ years of experience in financial reporting and analysis, new system implementations, financial consolidations, SEC compliance and corporate disclosures. Paulina holds a BS in Business Administration with an emphasis in Accounting and Finance.*

Strategic Marketing Advisor - Chris McGinnis, *Chris is a serial entrepreneur that has scaled multiple 8 figure businesses through strategic marketing and branding. Growing up playing music professionally, Chris brings many unique traits to all his business ventures. He is a high-level investor in many industries and public speaker / mentor to thousands. By sharing his business advice daily,*

Chris has grown a 7M+ follower audience on Instagram and continues to teach others how to establish, build and scale their online brands.

Strategic Marketing Advisor – Jeremy Haynes, *Jeremy has a successful 10+ year track record of clients and students as an advertiser and marketer spending millions of dollars profitably each month for an array of industries. Jeremy a well-rounded educator and operator leading the digital marketing industry.*

New Service

The Company is prepared to introduce the following service to the market:

PreIPO-as-a-Service: PreIPO-as-a-Service provides broker/dealers, and by extension their clients, with a white-labeled subscription-based distributed platform, which is embedded with comprehensive FINRA and SEC compliance protocols that grants tiered access to invest in the most anticipated pre-IPOs available in the market.

PreIPO-as-a-Service generates recurring revenue through subscriptions as well as benefiting from a number of other high revenue pipelines that includes but is not limited to: market-making activities such as creating spreads and constructing arbitrages, affording liquidity as well as to generate returns from its 0/20 carried interest structure, all from and dealing within the pre-IPO space.

The PreIPO-as-a-Service platform lends itself to be marketed directly to accredited investors worldwide, too.

PreIPO-as-a-Service is powered by its proprietary platform called the "Comet Network", which leverages Blockchain technologies to provide for the tokenization, digitization and fractionalization of pre-IPO shares worldwide.

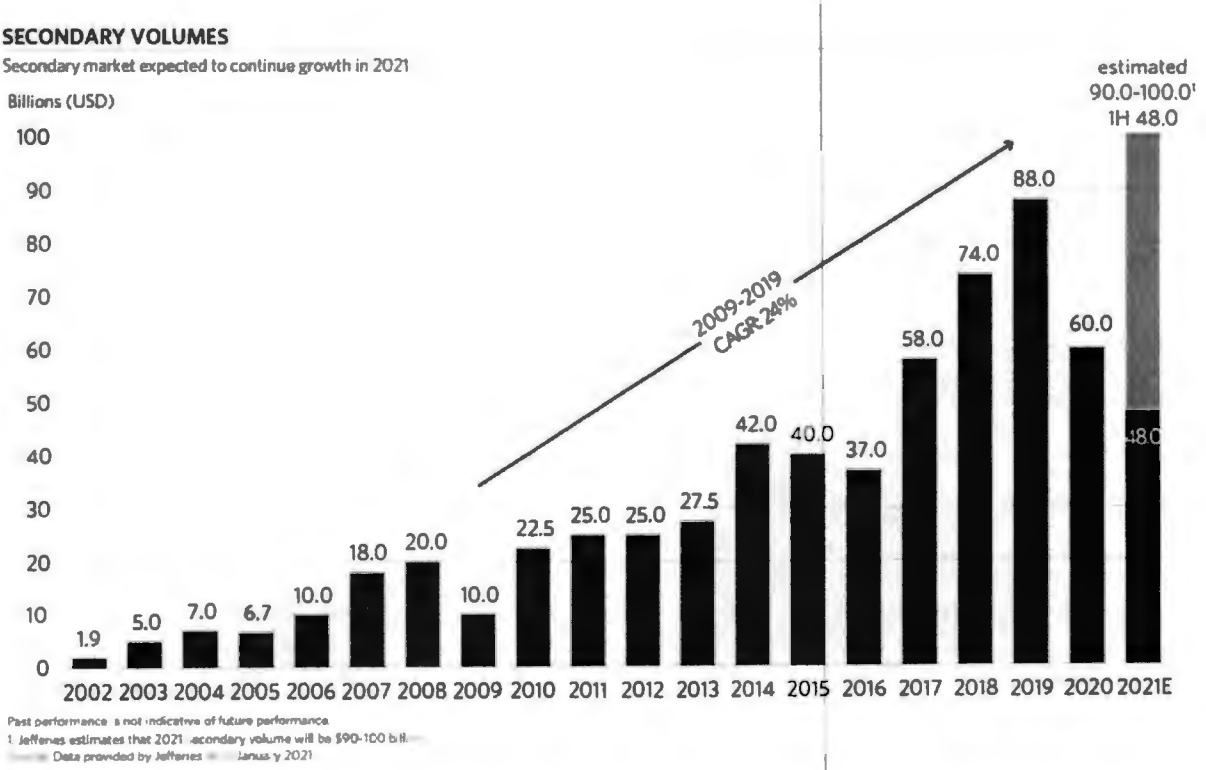
II. BUSINESS SUMMARY

Industry Overview

Pune, India, Jan. 10, 2022 (GLOBE NEWSWIRE) -- The global Software as a Service Market size is expected to gain momentum by reaching USD 716.52 billion by 2028 while exhibiting a stellar CAGR of 27.5% between 2021 to 2028. In its report titled "Software as a Service (SaaS) Market, 2021-2028," Fortune Business Insight mentions that the market stood at USD 113.82 billion in 2020 and USD 130.69 billion in 2021.

Market Volume:

Secondary transaction volume in the first half of 2021 increased to $48 billion compared to the first half of 2020 volume of $18 billion. Fifty-seven percent of that 2021 volume was from the General Partner (GP)-led market[1]. Year-end estimates are on track for $100 billion+ with an increase in the amount of limited partnership portfolios trading in the second half of the year. An estimated $80-85 billion of transaction volume has closed through the nine months ended September 30, 2021[2]



[1] Greenhill Global Secondary Market Review, September 2021
[2] PJT Park Hill Database

For a secondary investor, the evolution of GP-led transactions has enabled secondary funds not only to benefit from the potential of early distributions, high IRRs, and capital efficiency but also high ROIs. The growth of the GP-led portion of the market has added to the already tremendous overall growth of the market. Yet, despite all the momentum in the secondary market, it is still a small and inefficient market relative to the overall private capital market. There are over $7.5 trillion in assets under management in the private capital market. $100 billion, a record year of secondary volume, would still account for less than 1.5 percent of the overall market[3].

Secondaries have proven resilient over market cycles. Today, the opportunities in secondaries have never been greater. Pricing is often difficult to evaluate since sellers utilize varying report dates that often lag current valuations and market conditions. We are seeing a wide range of pricing, from premiums to large discounts. With the significant supply in the market, we would normally expect pricing to be driven down. At the end of 2021, one may look back and note that the secondaries market was a buyers-market. According to Commonfund, in an article published on November 16, 2021, they posited that investments in secondaries funds or with dedicated teams able to sift through the large amounts of transactions to find the best opportunities and angles into the market will likely see attractive risk-adjusted returns.

Business Goals and Objectives

Short Term:

1. Fund the Family & Friends Round (represents 10% of PreIPO Corporation for $8,750,000).
2. Fund the warehouse facility: $100M - $500M as transaction volume increases.
3. Source proprietary pre-IPOs for remarketing purposes, emphasis on late-stage unicorns.
4. Roll-out the marketing plan to accredited investors.
5. Roll-out PreIPO-as-a-Service to Broker/Dealers.
6. Raise $100 - $250M via a Series A Round, as a precursor to an IPO exit strategy.

Long Term:

1. Disrupt and dominate the secondary pre-IPO market with PreIPO-as-a-Service.
2. Build a book of proprietary pre-IPO companies by providing liquidity to vested employees and holders of employee stock options prior to their pre-IPO.
3. Dominate and aggregate the accredited investor market for pre-IPOs.
4. Dominate and saturate the Broker/Dealer network with PreIPO-as-a-Service.
5. Push-out PreIPO-as-a-Service 2.0, which will be powered by its proprietary platform called the "Comet Network", which leverages Blockchain technologies to provide for the tokenization, digitization and fractionalization of pre-IPO shares worldwide.
6. Execute the exit strategy that targets a $100B valuation by way of an IPO as the preferential choice followed by M&A as a fallback position, or with recapitalization as the least likely choice.

[3] Commonfund, Private Capital Articles, November 18, 2021

Legal Issues
The Company affirms that its promoters have acquired all legally required trademarks and patents.

Business Structure:
PreIPO Corporation serves as the primary operating company that controls PreIPO-as-a-Service and has filed form D with the Securities and Exchange Commission.

Fund Structure:
Sparta Management is a series segregated fund composed of SPV's that remarkets pre-IPOs in the secondary market to accredited investors.

Legal Counsel:
Baker McKenzie

Trademark:
PreIPO Corporation is more than a descriptive name, it is intellectual property with considerable market value and cachet. PreIPO Corporation™ is a prestigious, recognizable and highly coveted trademarked brand that affords exclusive global intellectual property rights, protections and it provides enforceable legal recourse to infringement.

III. MARKETING SUMMARY

Target Markets

The Company's major target markets are as follows:

1. **Broker/Dealers**: consisting of 3,435 firms as of 2020, with a total of 617,549 registered representatives according to FINRA, with access to Accredited Investors.
2. **Accredited Investors**: DOYDJ estimates in 2020 there were 13,665,475 accredited investor households in America. Roughly 10.6% of all American households were accredited in 2020.
    a. Further, accredited investor households controlled roughly $73.3 trillion in wealth in 2020. They controlled around 76.3% of all private wealth in America measured by the 2019 SCF.
    b. Note: PreIPO Corporation will be marketing pre-IPOs globally.

Pricing Strategy

The Company has completed a thorough analysis of its competitors' pricing. Keeping in mind our competition's pricing and the costs of customer acquisition, we have decided on the following pricing strategy:

PreIPO Corporation will actively participate in three pricing regimes, including:

1. Primary Markets;

2. Secondary Markets; and,

3. Founders/Insiders & Employees.

Pricing regime #3 is generally thought to be optimal because vested owners and employee stock option holders are known to seek partial liquidity prior to the anticipated IPO. This creates opportunistic pricing, a limited liquidity event and an attractive remarketing opportunity of equity interests (stock) to accredited investors and broker/dealers through PreIPO-as-a-Service.

Promotional Strategy

The Company will promote sales using the following methods:

PreIPO Corporation has retained Iron Well Productions, a premiere digital marketing agency to perform the following, including:

1. Flagship Content: Landing Page Content, Foundational Content and Website Content.

2. Campaign Assets: Facebook Video Ads, LinkedIn Video Ads and YouTube Video Ads.

3. Content Partner: Knowledge Based Videos, Drip Sequence Content and Video SEO.

SWOT Analysis

Strengths

- Comprehensive in-house expertise
- A growing industry (supply & demand)
- The market is fragmented and overdue for consolidation
- The market is ripe for disruption
- The market is primed for PreIPO-as-a-Service
- Profit margins are large and can be widened further
- The proprietary software platform is market-ready

Weaknesses

- Lack of historical results
- Currently underfunded
- Currently under-inventoried
- Marketing plan ready but not activated
- Temporarily paused to acquire B/D subscriber base

Opportunities

- Market is ripe for PreIPO-as-a-Service
- PreIPO Corporation and its affiliates are bankable entities
- Proprietary pre-IPOs are in the queue
- Marketing plan is ready to unleash
- Strong pent-up and latent demand from B/Ds and accredited investors

Threats

- Regulatory risks
- Business risks
- Market risks

Competition

PreIPO Corporation has adopted a concierge level of service when it comes to PreIPO-as-a-Service. PreIPO Corporation anticipates the needs and wants of the total addressable subscriber and secondary markets in a manner that exceeds their respective expectations by incorporating best-in-class features and benefits that includes but is not limited to the following:

- Understanding Business Needs.
- Certification, Compliance and Standardization.
- Security, Cloud. Operations.
- Technology and Platform.
- Service Deployment Roadmap.
- Data Governance and Management.
- Information Security.
- Vendor Relationships and Partnerships.
- Service Level Agreement (SLA) and Contracts.

The structural dynamics within the secondary pre-IPO market is moderately competitive; whereas, the sourcing of pre-IPO contracts (shares) from insiders/founders/employees is less competitive due to a lack of knowhow, high barriers to entry and the high capital requirements needed to execute competitively. Witha, the competition at the B/D network level is completely underserved, if at all.

The primary competitors for the business are the following (none of whom serve the B/D community):

- Forge Global
- Equity Bee
- Trade Station
- Late-Stage Management - Prior2IPO
- Linqto
- EquityZen

However, we believe that the Company has the following competitive advantages:

PreIPO Corporation has an unfair competitive advantage by virtue of its PreIPO-as-a-Service platform, which is positioned as an economic moat to create, capture and defend its market share. PreIPO-as-a-Service is tailor-made for the B/D industry, with its comprehensive SEC and FINRA compliant protocols, its leveling-up feature (from publicly to privately disclosed information), and its complementary array of investment banking features. When taken individually or collectively the arsenal of features and benefits dwarfs the competition. With that said, the platform lends itself directly to the accredited investor market with the same level of disruptive technology. Furthermore, PreIPO-as-a-Service is built for high volume, maximum velocity (or inventory turnover) along with an innovative market-maker function that provides for liquidity; ergo, arbitrage opportunities.

Services
First-rate service is intended to be the focus of the Company and a cornerstone of the brand's success. All clients will receive conscientious, one-on-one, timely service in all capacities, be they transactions, conflicts or complaints. This is expected to create a loyal brand following and return business.

Affiliates
Sparta Management I LLC, a series segregated fund structured as SPVs that will operate under Rule 506(c), with respect to the general solicitation of accredited investors while maintaining strict compliance regarding Regulation D. Sparta Management will source Pre-IPOs from PreIPO Corporation, which will be funded by and maintained in a dedicated warehouse facility.

IV. FINANCIAL PLAN

Financial Proformas (available upon request):

- PreIPO Corporation
- Sparta Management, a Series Segregated Fund

Global Revenue Pipelines

- Licensing/Subscription Fees
  - PreIPO-as-a-Service
- Transaction Fees and Spreads
- 0/20 Carried Interest
- Exit Arbitrage (for investors that need liquidity)
- Token products & crypto payment transaction fees
- Data packets
- And more...

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PreIPO

PreIPO.com

Family & Friends Round

The Company: PreIPO Corporation™

Website: https://www.preipo.com

Company Description: Private Equity / FinTech SaaS / Distributed Platform (collectively, "PreIPO-as-a-Service") backed by cutting edge technology and proven intellectual capital, including a management team composed of subject matter experts of high repute and pedigree.

Raise: $8,750,000.
Represents approximately 9.86% of the Company, post money valuation of $88.7M

Price Per Share: $5.33

F&F Shares Offered: 1,641,651

Authorized/ Issued Shares: 1,000,000,000 / 15,000,0000

Pre/Post Money Valuation: $80,000,000 / $88,750,000

Use of Funds: Proceeds from the Offering will be used to pay the costs of the Offering, for working capital, including, expansion of the management team development of the operating platform and business-related costs and expenses.

Business of the Company: The Company has been formed to function as a specialized exchange for private securities and to develop digital tools to become the leading destination for investors, issuers and intermediaries to buy and sell private stock in high-demand companies with compliance, convenience and cost efficiency for all parties.

Target Market: For PreIPO-as-a-Service

- White-labeled to Broker/Dealers
- Direct Sales to Institutional Investors
- Direct Sales to Family Offices & Accredited Investors
- Tokenization and fractionalization of pre-IPOs shares through multiple sales channels

EXHIBIT 9

Benefits-as-a-Service for Broker/Dealers:

- Easy-to-use platform for broker-dealers and their clients.
- Access to high-demand deal flow- primaries and secondaries - with direct access to issuers.
- Broker-dealer portal to upload and distribute deal flow for existing clients and/or other accredited investors using the PreIPO platform.
- PreIPO buy-back guarantee, enabling investors to liquidate orders made via PreIPO platform at any time.
- PreIPO carry guarantee, purchasing carries to let investor liquidate orders made via the PreIPO platform without broker-dealers losing their carry.
- Crypto OTC desk, providing investors the possibility to purchase privates using cryptocurrency.
- Embedded investor relations feed from past and present issuers on the PreIPO platform.
- Annual reporting system for the activity of investors and broker-dealers.

Pre-IPO Sourcing: Through well-established relationships with pre-IPO companies worldwide.

- Directly from pre-IPO companies seeking a partial liquidity event prior to the IPO.
  - Note: Founders, Insiders and employees can sell up to 20% of their insider stock, including employee stock options prior to the IPO.
- Primary Markets
- Secondary Markets

Press Release: Preipo.com Signs Exclusive Technology License & Co-branding Agreement with Aeon

- https://www.prnewswire.com/news-releases/preipocom-signs-exclusive-technology-license-and-co-branding-agreement-with-aeon-301501498.html

Highlights:

- **PreIPO Corporation:**
  - **Fintech:** PreIPO Corporation is a financial technology provider leveraging proprietary blockchain infrastructure to enable superior private market securities transactions (including incomparable access to pre-IPOs) for investors, issuers and broker dealers.
- **PreIPO-as-a-Service:**
  - **Licensing:** PreIPO-as-a-Service is a licensing model currently on sale to broker-dealers in the U.S. By working with a number of broker-dealers, PreIPO Corporation has built a platform that provides practical solutions.
- **PreIPO Comet Network:**
  - **Blockchain:** PreIPO Corporation has designed a proprietary blockchain called the Comet Network (Comet) that shall, amongst other things, provide for the tokenization, digitization and fractionalization of Pre-IPO shares worldwide.

About Aeon Group: https://aeon.group

- PreIPO Corporation ("**PreIPO.com**"), has entered into a multi-year exclusive technology cross-licensing and cross-branding agreement with The Aeon Group, Inc. ("**Aeon**") to offer to financial institutions a white-labeled product called the "PreIPO Platform"; a combination of PreIPO.com's intellectual property and Aeon's software known as "AeonX", and is more fully explained in the Press Release seen above.
- Upon achieving a certain milestone touching AUM the cross-licensing and cross-branding agreement shall ripen to a merger under the surviving name of PreIPO Corporation™.
- https://next.aeonx.app
    - This is the platform that will be white-labeled under the PreIPO Corporation umbrella (on or about 4/1/22); and furthermore, it will continue to be rolled out, on a subscription basis, to Broker/Dealers across the country:
        - PreIPO-as-a-Service.

Marketing Tools:

- **Trademark:** PreIPO Corporation / PreIPO.com
- **Website:** www.preipo.com
- **PreIPO-as-a-Service:** SaaS Model Distributed Fintech Platform
- **Pitchbook:** PreIPO Corporation will be featured in Pitchbook as soon as the analysis by Pitchbook is complete.
- **Product Demo:** A demonstration of the PreIPO-as-a-Service white-labeled platform is scheduled to launch in early April 2022.
- **App:** The PreIPO App is scheduled to launch in early April 2022.

First Pre-IPO Acquisition: PreIPO Corporation just listed its first Pre-IPO on the AEON Fintech platform since the press release, called **Mindmaze**.

- https://www.mindmaze.com
- Mindmaze is a company headquartered in Switzerland: PreIPO Corporation has the exclusive on this unicorn, at an excellent price.
- Founded in 2012, Mindmaze is a global leader in brain technology with a mission to accelerate humanity's ability to recover, learn and adapt. With over a decade of work at the intersection of neuroscience, biosensing, engineering, mixed reality and artificial intelligence, they have enhanced the recovery potential of patients with neurological diseases.
- Combining their FDA cleared and CE marked digital therapeutics with best-in-class motion analytics, AI and cloud technologies, their goal is to create the universal platform for brain health.
- Note: other pre-IPO acquisitions of similar ilk are in process.

Affiliates:

Sparta Management I LLC, a series segregated fund structured as SPVs that will operate under Rule 506(c), with respect to the general solicitation of accredited investors while maintaining strict compliance regarding Regulation D. Sparta Management will source Pre-IPOs from PreIPO Corporation, which will be funded by and maintained in a dedicated warehouse facility.

Other Pre-IPOs On the Platform:

- There are approximately 17 other late-stage pre-IPOs that were already on the platform under https://next.aconx.app, in addition to a variety of early-stage pre-IPOs, etc.
  - SpaceX
  - Discord
  - Instacart
  - Epic Games
  - Impossible Foods
  - Kraken
  - Magic Leap
  - ThoughtSpot
  - Scopely, etc.

Revenue Streams:

- Licensing/Subscription Fees
- 0/20 Carried Interest
- Transaction Fees and Spreads
- Exit Arbitrage (for investors that need liquidity)
- Token products & crypto payment transaction fees
- Data packets
- And more...

Subsequent Funding: Information regarding subsequent Rounds of Funding available upon request.

Risk Factors: See page 4 of the Private Placement Memorandum.

I appreciate your consideration with respect to PreIPO Corporation's Family & Friends Round.

Thank you.

Best regards,

David Grzan
Chief Syndication Officer
dp@preipo.com
612-618-2686

This overview is for information purposes only and does not constitute an offer to sell or a solicitation of an offer to buy any interests in PreIPO Corporation (the "Company") or any other securities. Any such offer will be made only pursuant to the Company's Private Placement Memorandum. This overview may include or be based in part on projections, valuations, estimates and other financial data supplied by third parties, which has not been verified by the Company. This information should not be relied upon for the purpose of investing in the Company or for any other purpose. Any information regarding projected or estimated investment returns are estimates only and should not be considered indicative of the actual results that may be realized or predictive of the performance of the Company or any underlying fund in which the Company invests. Past investment results of any underlying managers should not be viewed as indicative of future performance of the Company.

PreIP

PreIPO.com

Warehouse Facility

The Company: PreIPO Corporation™

Website: https://www.preipo.com

Company Description: Private Equity / FinTech SaaS / Distributed Platform (collectively, "PreIPO-as-a-Service") backed by cutting edge technology and proven intellectual capital, including a management team composed of subject matter experts of high repute and pedigree.

ASK: $100M - $500M Equity-Funded Warehouse Facility, subject to milestones

Profits: Split 50/50

Use of Funds: Inventory pre-IPO shares that will be remarketed through PreIPO-as-a-Service, including:

- A Proprietary White-Labeled Distributed FinTech Platform for Broker/Dealers
- Direct Sales to Institutional Investors
- Direct Sales to Family Offices & Accredited Investors
- Tokenization and fractionalization of pre-IPOs shares through multiple sales channels

Business Purpose: The business purpose of the facility is to inventory pre-IPO shares in companies that aim to IPO (emphasis late-stage unicorns). The pre-IPO shares will be remarketed primarily through a proprietary white-labeled distributed Fintech platform (PreIPO-as-a-Service) through those Broker/Dealers that subscribe to the PreIPO-as-a-Service platform, as well as other channels that have access to Accredited Investors, Family Offices and/or Institutional Investors for a profit. Profits shall be split 50/50 with that certain investor who funds the warehouse facility.

Warehouse Facility: The subject warehouse facility will allow PreIPO Corporation to acquire shares, at scale, in pre-IPO companies at a deep discount to the anticipated IPO price, thereby providing arbitrage opportunities for PreIPO Company to realize as inventory is sold to third parties (i.e.: Broker/Dealers, Family Offices, Institutions and Accredited Investors). The subject pre-IPO shares are typically sourced from the employees of the targeted pre-IPO companies seeking partial liquidity for founders, insiders, vested employees and employee stock option holders prior to the anticipated IPO. In other instances, primary and secondary transactions can be used to acquire such shares as well.

Affiliate: Sparta Management I LLC, a series segregated fund structured as SPVs that will operate under Rule 506(c), with respect to the general solicitation of accredited investors while maintaining strict compliance regarding Regulation D. Sparta Management will source Pre-IPOs from PreIPO Corporation, which will be funded by and maintained in a dedicated warehouse facility.

EXHIBIT 10

Pre-IPO Sourcing: Through well-established relationships with pre-IPO companies worldwide.

- Directly from pre-IPO companies seeking a partial liquidity event prior to the IPO.
  - Note: Founders, Insiders and employees can sell up to 20% of their insider stock, including employee stock options prior to the IPO.
    - This includes
- Primary Markets
- Secondary Markets

Benefits-as-a-Service for Broker/Dealers:

- Easy-to-use platform for broker-dealers and their clients.
- Access to high-demand deal flow- primaries and secondaries - with direct access to issuers.
- Broker-dealer portal to upload and distribute deal flow for existing clients and/or other accredited investors using the PreIPO platform.
- PreIPO buy-back guarantee, enabling investors to liquidate orders made via PreIPO platform at any time.
- PreIPO carry guarantee, purchasing carries to let investor liquidate orders made via the PreIPO platform without broker-dealers losing their carry.
- Crypto OTC desk, providing investors the possibility to purchase privates using cryptocurrency.
- Embedded investor relations feed from past and present issuers on the PreIPO platform.
- Annual reporting system for the activity of investors and broker-dealers.

Press Release: Preipo.com Signs Exclusive Technology License & Co-branding Agreement with Aeon
  - https://www.prnewswire.com/news-releases/preipocom-signs-exclusive-technology-license-and-co-branding-agreement-with-aeon-301501498.html

Highlights:

- **PreIPO Corporation:**
  - **Fintech:** PreIPO Corporation is a financial technology provider leveraging proprietary blockchain infrastructure to enable superior private market securities transactions (including incomparable access to pre-IPOs) for investors, issuers and broker dealers.
- **PreIPO-as-a-Service:**
  - **Licensing:** PreIPO-as-a-Service is a licensing model currently on sale to broker-dealers in the U.S. By working with a number of broker-dealers, PreIPO Corporation has built a platform that provides practical solutions.
- **PreIPO Comet Network:**
  - **Blockchain:** PreIPO Corporation has designed a proprietary blockchain called the Comet Network (Comet) that shall, amongst other things, provide for the tokenization, digitization and fractionalization of Pre-IPO shares worldwide.

About Aeon Group: https://aeon.group

- PreIPO Corporation (**"PreIPO.com"**), has entered into a multi-year exclusive technology cross-licensing and cross-branding agreement with The Aeon Group, Inc. (**"Aeon"**) to offer to financial institutions a white-labeled product called the "PreIPO Platform"; a combination of PreIPO.com's intellectual property and Aeon's software known as "AconX", and is more fully explained in the Press Release seen above.
- Upon achieving a certain milestone touching AUM the cross-licensing and cross-branding agreement shall ripen to a merger under the surviving name of PreIPO Corporation™.
- https://next.aconx.app
  - This is the platform that will be white-labeled under the PreIPO Corporation umbrella (on or about 4/1/22); and furthermore, it will continue to be rolled out, on a subscription basis, to Broker/Dealers across the country:
    - PreIPO-as-a-Service.

Marketing Tools:

- **Trademark:** PreIPO Corporation / PreIPO.com
- **Website:** www.preipo.com
- **PreIPO-as-a-Service:** SaaS Model Distributed Fintech Platform
- **Pitchbook:** PreIPO Corporation will be featured in Pitchbook as soon as the analysis by Pitchbook is complete.
- **Product Demo:** A demonstration of the PreIPO-as-a-Service white-labeled platform will be available shortly.
- **App:** The PreIPO App will launch shortly.
- **Digital Marketing Agency:** Iron Well Productions

First pre-IPO Acquisition: PreIPO Corporation just listed its first Pre-IPO on the AEON Fintech platform since the press release, called **Mindmaze**.

- https://www.mindmaze.com
- Mindmaze is a company headquartered in Switzerland: PreIPO Corporation has the exclusive on this unicorn, at an excellent price.
- Founded in 2012, Mindmaze is a global leader in brain technology with a mission to accelerate humanity's ability to recover, learn and adapt. With over a decade of work at the intersection of neuroscience, biosensing, engineering, mixed reality and artificial intelligence, they have enhanced the recovery potential of patients with neurological diseases.
- Combining their FDA cleared and CE marked digital therapeutics with best-in-class motion analytics, AI and cloud technologies, their goal is to create the universal platform for brain health.
- Note: other pre-IPO acquisitions of similar ilk are in process.

Other pre-IPOs On the Platform:

- There are approximately 17 other late-stage pre-IPOs that were already on the platform under https://next.aconx.app, in addition to a variety of early-stage pre-IPOs, etc.
  - SpaceX, Discord, Instacart, Epic Games, Impossible Foods, Kraken, Magic Leap, ThoughtSpot, Scopely, etc.

Global Revenue Streams:

- Licensing/Subscription Fees
- 0/20 Carried Interest
- Transaction Fees and Spreads
- Exit Arbitrage (for investors that need liquidity)
- Token products & crypto payment transaction fees
- Data packets
- And more...

I look forward to discussing the ASK regarding the $100M - $500M equity-based warehouse facility, with 50/50 profit sharing.

Thank you.

David Grzan
Chief Syndication Officer
dp@preipo.com
612-618-2686

This overview is for information purposes only and does not constitute an offer to sell or a solicitation of an offer to buy any interests in PreIPO Corporation (the "Company") or any other securities. Any such offer will be made only pursuant to the Company's Private Placement Memorandum. This overview may include or be based in part on projections, valuations, estimates and other financial data supplied by third parties, which has not been verified by the Company. This information should not be relied upon for the purpose of investing in the Company or for any other purpose. Any information regarding projected or estimated investment returns are estimates only and should not be considered indicative of the actual results that may be realized or predictive of the performance of the Company or any underlying fund in which the Company invests. Past investment results of any underlying managers should not be viewed as indicative of future performance of the Company.

DRAFT CONSOLIDATED PROFORMA CAP TABLE

PreIPO Corporation

Holder Name (PreIPO)	Position / Title	No. Common Founders Stock (Pre-Financing)	EQUITY %	No. Shares (Post-Financing)	EQUITY %
Florida Green Wellness, LLC	Seed Investor	100,000	0.67%	100,000	0.60%
Veesee Emprises LLC	Syndication Officer*	150,000	1.00%	150,000	0.90%
Mark Leonardo	IP Counsel*	150,000	1.00%	150,000	0.90%
Equity Incentive Plan	NA	300,000	2.00%	300,000	1.80%
Christian Frampton	Advisor*	300,000	2.00%	300,000	1.80%
Marc Deschenaux	Advisor*	300,000	2.00%	300,000	1.80%
Demitrios Mallios	Interim C.E.O.*	300,000	2.00%	300,000	1.80%
Systematic Group, LLC	C.M.O.*	1,200,000	8.00%	1,200,000	7.21%
Mike Carney	C.D.O.	1,200,000	8.00%	1,200,000	7.21%
New Investors	NA	NA	NA	1,641,651	9.86%
Rudy Mazzocchi / RAM Advisors Inc.	Exec. Chairman	2,500,000	16.67%	2,500,000	15.02%
Testudo Trust LTD.	Founder	8,500,000	56.67%	8,500,000	51.08%
TOTALS		**15,000,000**	**100.00%**	**16,641,651**	**100.00%**

***Equity Grant**: RSU Vesting Schedule: i) 1/3rd upon the execution of Agreement, ii) 1/3rd on the first anniversary of the Agreement, and, iii) the final 1/3rd upon the second anniversary of the Agreement

Holder Name (PreIPO)		No. Common Founders Stock (Pre-Financing)	EQUITY %	No. Shares (Post-Financing)	EQUITY %
Founders / Co-Founders		12,200,000	81.33%	12,200,000	73.31%
Seed Investors		100,000	0.67%	100,000	0.60%
Advisors / Consultants / Partners		750,000	5.00%	750,000	4.51%
Management / Equity Incentive Pool		1,950,000	13.00%	1,950,000	11.72%
New Investors		–	NA	1,641,651	9.86%
TOTALS		**15,000,000**	**100.00%**	**16,641,651**	**100.00%**

Proposed Valuation (Pre-$$)		Share Price			
$60,000,000		$5.33			
$100,000,000		$6.67			
Investment Amount		Share Price	# Shares		
$8,750,000		$5.33	1,641,651		
		$6.67	1,312,500		

EXHIBIT

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PreIPO

A Distributed Platform for Private Market Securities

Investor Presentation 2022

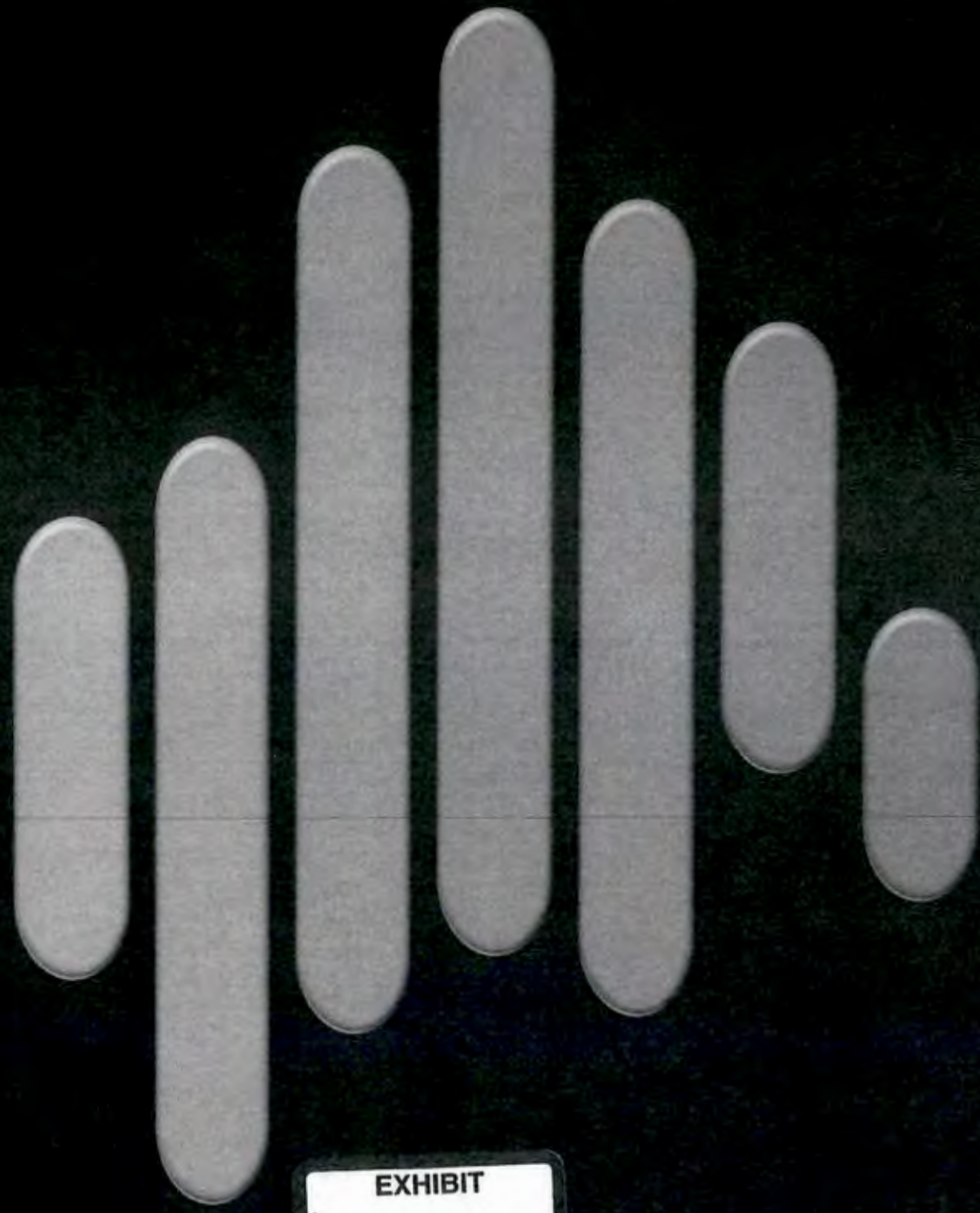


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Disclosure

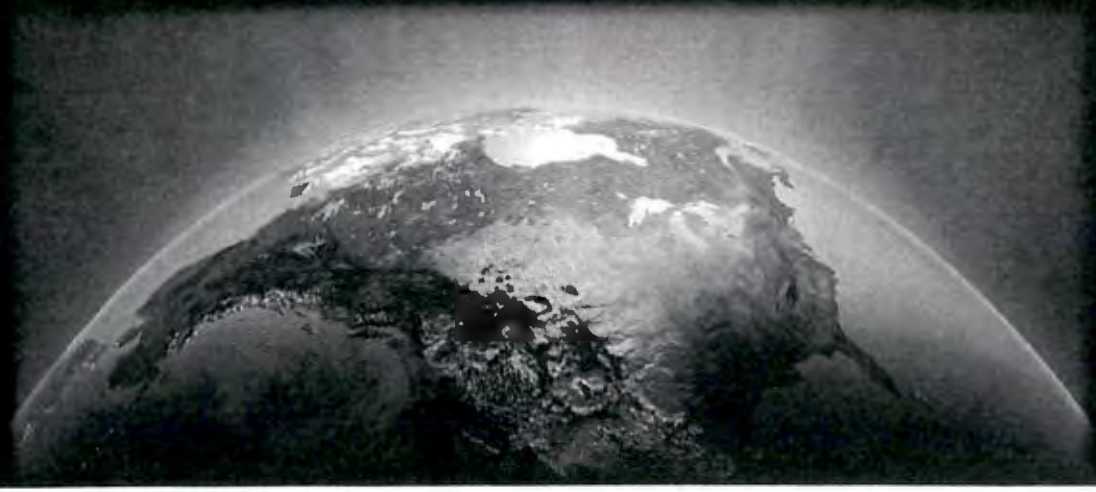
Statements in this presentation may be "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "anticipate", "believe", "estimate", "intend", "projection" and similar expressions, as they relate to the Company or its management, identify forward looking statements. These statements are based on current expectations, estimates and projections about the Company's business, based, in part, on assumptions made by the management. These statements are not a guarantee of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may, and probably will, differ materially from what is expressed or forecasted in such forward- looking statements due to numerous factors, including those described above and those risks discussed from time to time in PreIPO's future potential filings with the Securities and Exchange Commission. In addition, such statements could be affected by risks and uncertainties related to: (i) our ability to integrate our operating partners into the Company's own projects, operations and commercialization (ii) product demand, market and customer acceptance of the Company's products, (iii) the Company's ability to obtain financing to expand operations and develop their assets, (iv) the Company's ability to attract qualified sales executives, (v) competition, pricing and development difficulties, (vi) the Company's ability to conduct the proposed business, the contemplated business of any subsidiaries, if there are changes in laws, regulations, or government policies, (vii) general industry and market conditions and growth rates and general economic conditions. Any forward-looking statements speak only as of the date of which they are made, and the Company does not undertake any obligation to update any forward-looking statement to reflect event circumstances after the date of this presentation. Information on PreIPO's website does not necessarily constitute a part of this presentation.

The information provided in this presentation is not intended to and shall not be construed as an offer to sell or a solicitation of an offer to buy any securities of PreIPO. Offers to purchase our securities in a financing transaction, if and when made, will be made solely to a limited number of accredited investors in a private placement exempt from the registration requirements under the Securities Act of 1933, as amended.


Today's Landscape
1
Dealflow
Costly and often impossible to directly access quality private primary and secondary market deals.
2
Liquidity
Investors are most often stuck in illiquid positions until a liquidation event by the issuer.
3
Broker Dealers
Struggling to survive on public market deals and lack direct access to high-demand private market offerings.

US Market

$1.5T	$200B	13.7M	27,500
Private Primary TXs PA	Private Secondary TXs PA	Accredited Investors	Broker Dealers



What We Do

PreIPO.com

We are making digital tools to become the leading destination for investors, issuers and intermediaries to buy and sell private stock in high-demand companies with compliance, convenience and cost efficiency for all parties.

Business Canvas

Tools

PreIPO.com

The destination for compliant, faster and cost-effective access to quality private market deals.

Comet Network

A proprietary blockchain that will foster a financial ecosystem of whitelisted users and liquidity on a single rail.



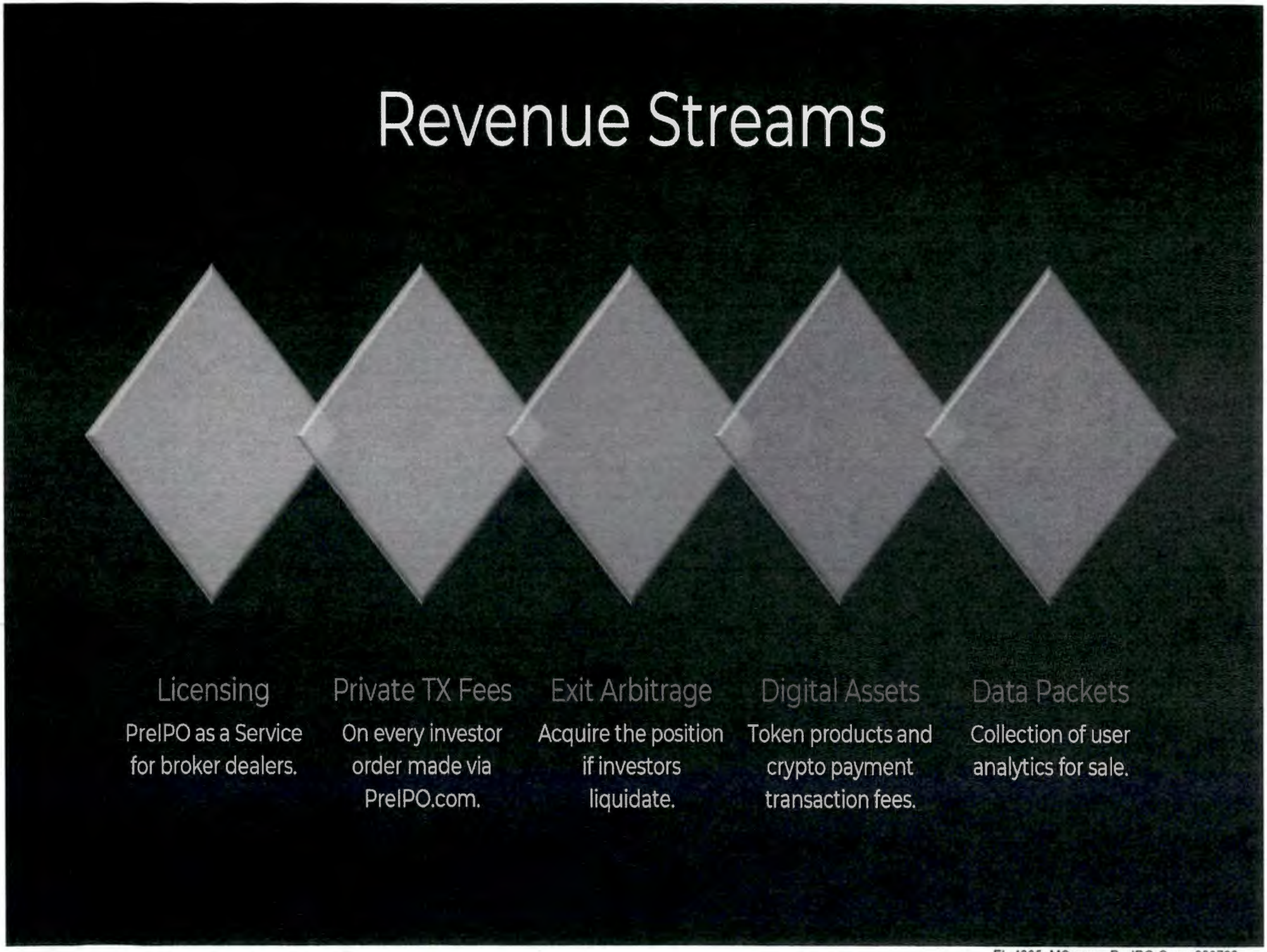
Serving

Investors & Issuers

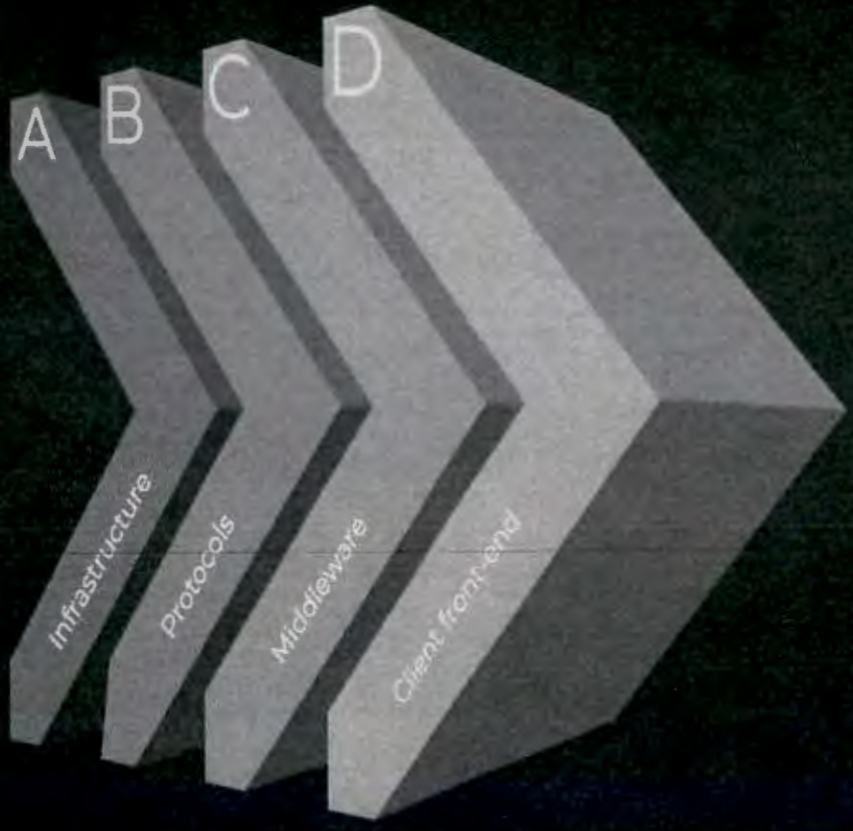
Empowering investors with better access to private market deals and better cost and efficiency for issuers.

Broker Dealers

Providing broker dealers with smarter business terms and direct access to private market deals.


Revenue Streams
Licensing
PreIPO as a Service for broker dealers.
Private TX Fees
On every investor order made via PreIPO.com.
Exit Arbitrage
Acquire the position if investors liquidate.
Digital Assets
Token products and crypto payment transaction fees.
Data Packets
Collection of user analytics for sale.

Proprietary Fintech



A

Comet Network

Permissioned blockchain powering all PreIPO TXs on a single rail of whitelisted users.

B

Protocol Layer

Specific protocols enabling Comet to process PreIPO TXs in compliance with applicable user jurisdiction.

C

BD.PreIPO.com

Middleware portal for broker dealers to manage their investor network and dealflow.

D

PreIPO.com

Front-end platform for investors to sign up, login, buy and manage their private market stocks.

Comet Network

The bedrock of PreIPO's financial ecosystem, fostering a whitelisted network of users and liquidity on a single rail.

In order to transform today's primary and secondary market landscape we worked with the OECD, financial regulators and the Big Four auditors to design the Comet Network.

Comet is the world's first FATF-compliant, permissioned and interoperable blockchain for distributed financial applications.

The result is infrastructure that will provide PreIPO an unparalleled competitive advantage to foster an ecosystem of proprietary and third-party apps – a liquidity pool like no other (n^2).

dApp Examples

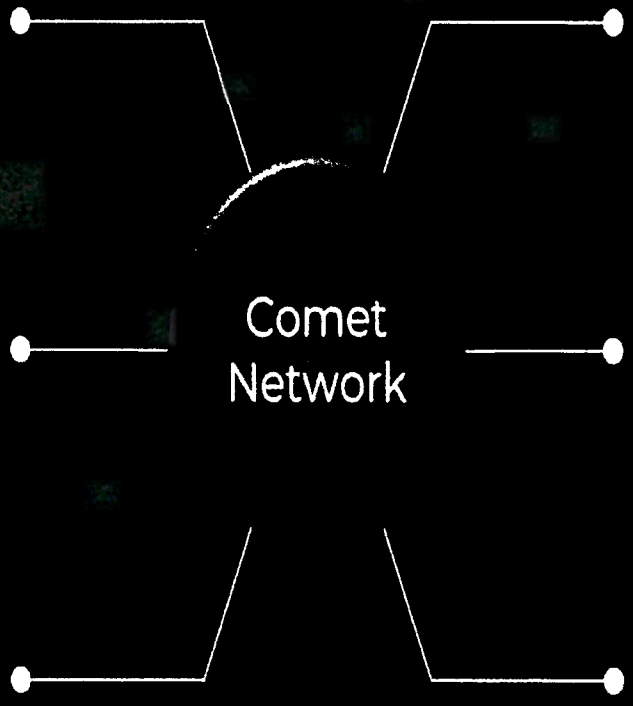
Investment Management

Primary and secondary market trading venues and on-chain management of assets.

High-Frequency Trading

Instant on-chain execution and settlement for systematic HFT strategies on a single rail.

Powering applications that need to execute transactions worth less than $0.01c.



Insurance Claims

Greater transparency, audit and risk management efficacy for insurance claims.

Market Making

Providing liquidity from Comet users to liquidity-hungry service providers such as exchanges.

Derivatives, options, swaps, repo, corporate finance, structured products, utility tokens.

Projections

$32M	227	$50M	50K+
2022 Revenue	2022 BD Licensees	2023 Revenue	2023 Comet Users

Roadmap

Q1

Raise

Consolidation of strategic investors and partners for PreIPO.

Q2

BD Licensing

Broker dealers begin uploading dealflow to PreIPO alpha platform.

Q3

Comet Network

Blockchain development.

2024

IPO

Shareholder exit / ROI.

2023

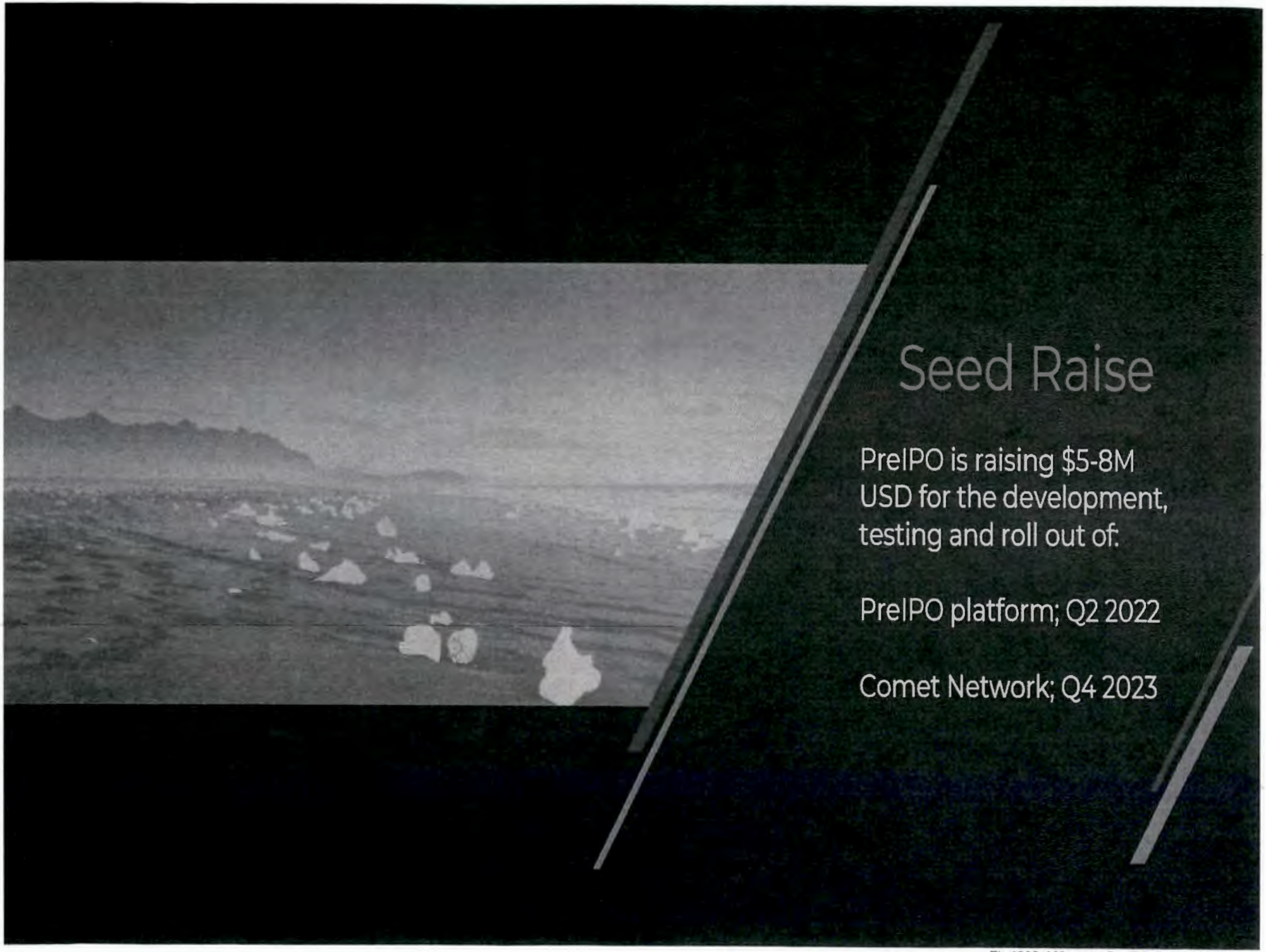
Distributed Apps

PreIPO ecosystem launches Comet Network.

Q4

Go To Market

Scale up of PreIPO's broker dealer network.


Seed Raise
PreIPO is raising $5-8M USD for the development, testing and roll out of:
PreIPO platform; Q2 2022
Comet Network; Q4 2023



Rudy Mazzocchi

Executive Chairman

"PreIPO is the culmination of 30+ years of international experience in facilitating primary and secondary markets shaken up with 5+ years of pioneering blockchain research and development.

PreIPO is devoted to creating a digitally transformed landscape of better connected and served financial markets."

rm@preipo.com

Issued to: _____ Memorandum No. _____

PreIPO Corporation

(A Wyoming Corporation)

PreIPO

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

This Confidential Private Placement Memorandum (the "Memorandum") describes the private offering (the "Offering") to accredited investors ("Owners" or "Investors") of Shares of common stock (the "Shares") in PreIPO Corporation (the "Company"). The securities being offered have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered and sold in reliance on exemptions from registration requirements pursuant to Section 4(2) of the Securities Act, Rule 506 as promulgated by the Securities and Exchange Commission ("SEC") and similar exemption provisions of the states in which this offer is made. This Offering is being made only to accredited investors, as defined in Rule 501 of Regulation D promulgated under the Securities Act.

THESE SECURITIES ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK. PROSPECTIVE INVESTORS SHOULD REVIEW THE INFORMATION SET FORTH IN THIS MEMORANDUM BEFORE SUBSCRIBING TO PURCHASE SECURITIES. SEE "RISK FACTORS" BEGINNING ON PAGE 4 OF THIS MEMORANDUM.

The date of this Confidential Private Placement Memorandum is April 1, 2022

PreIPO Corporation
CONFIDENTIAL

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NOTICE TO PROSPECTIVE INVESTORS

Offering Details. Before purchasing the Common Stock of the Company, you should carefully read this Memorandum and consider various **"RISK FACTORS", "INVESTOR SUITABILITY REQUIREMENTS"** and other considerations discussed in this Memorandum. Capitalized but undefined terms used in this Memorandum have the meaning set forth in the Subscription Agreement (the "Subscription Agreement"), a copy of which is attached as Exhibit A to this Memorandum.

THE SECURITIES WILL BE SOLD ONLY TO INVESTORS WHO ARE "ACCREDITED INVESTORS" (AS THAT TERM IS DEFINED PURSUANT TO RULE 501 OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED).

BY ACCEPTING DELIVERY OF THIS MEMORANDUM, THE RECIPIENT INVESTOR AGREES TO RETURN THIS MEMORANDUM AND ALL OTHER DOCUMENTS TO THE COMPANY IF THE INVESTOR ELECTS NOT TO PURCHASE ANY OF THE SECURITIES OR IF THE COMPANY ELECTS NOT TO SELL THE SECURITIES TO THAT INVESTOR, OR IF THE OFFERING IS WITHDRAWN. DELIVERY OF THIS MEMORANDUM TO ANYONE OTHER THAN AN INVESTOR OR SUCH INVESTOR'S PURCHASER REPRESENTATIVE, IF ANY, IS UNAUTHORIZED, AND ANY REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, WITHOUT THE PRIOR CONSENT OF THE COMPANY IS PROHIBITED. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO PURCHASE THE OFFERED SECURITIES, NOR SHALLTHERE BE ANY SALE OF THE OFFERED SECURITIES IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL.

THERE IS CURRENTLY NO PUBLIC MARKET FOR THE SECURITIES. A PURCHASER OF SECURITIES WILL BE REQUIRED TO REPRESENT THAT THE SECURITIES ARE BEING ACQUIRED FOR INVESTMENT PURPOSES AND NOT WITH AN INTENTION OF SALE OR DISTRIBUTION, AND A PURCHASER WILL NOT BE ABLE TO RESELL THE SECURITIES UNLESS SUCH SHARES ARE REGISTERED PURSUANT TO THE ACT AND QUALIFIED PURSUANT TO THE APPLICABLE STATE STATUTES (OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE). ANY PURCHASER OF SECURITIES DESIRING TO TRANSFER HIS/HER/ITS UNREGISTERED SECURITIES MUST FURNISH THE COMPANY WITH AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL TO THE EFFECT THAT THE PROPOSED TRANSFER IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND DOES NOT VIOLATE FEDERAL OR STATE SECURITIES LAWS.

THIS OFFERING MAY BE WITHDRAWN OR MODIFIED AT ANY TIME BEFORE TERMINATION OF THE OFFERING AND IS SPECIFICALLY MADE SUBJECT TO THE TERMS DESCRIBED IN THIS MEMORANDUM. THE COMPANY RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTION, IN WHOLE OR IN PART.

NO GENERAL SOLICITATION OR ADVERTISEMENT IN ANY FORM MAY BE USED IN

THIS OFFERING. THE COMPANY SHALL MAKE AVAILABLE TO EACH INVESTOR AND SUCH INVESTOR'S PURCHASER REPRESENTATIVE, IF ANY, DURING THIS OFFERING AND PRIOR TO THE SALE OF ANY SECURITIES, THE OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, ANY PERSONS AUTHORIZED TO ACT

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ON BEHALF OF THE COMPANY CONCERNING ANY ASPECT OF THE COMPANY OR ITS ACTIVITIES, AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION, OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE. NO PERSON IS AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT SPECIFIED IN THIS MEMORANDUM AND, IF PROVIDED OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY.

PROSPECTIVE INVESTOR PURCHASERS OF THE SECURITIES ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, TAX, OR INVESTMENT ADVICE. EACH PROSPECTIVE INVESTOR PURCHASER OF SECURITIES IS URGED TO CONSULT SUCH INVESTOR'S LEGAL COUNSEL, ACCOUNTANT OR BUSINESS ADVISOR AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING ANY POSSIBLE PURCHASE OF THE SECURITIES. THE DELIVERY OF THIS MEMORANDUM AT ANY TIME DOES NOT IMPLY THAT THE INFORMATION SPECIFIED IN THIS MEMORANDUM IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS MEMORANDUM.

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1. Note on Forward Looking Statements
2. Summary of the Offering
3. Risk Factors
4. Investors

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1. Exhibit A – Subscription Agreement
2. Exhibit B – Investors Presentation
3. Exhibit C – Capitalization Table

PreIPO CORPORATION

SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS

Some of the statements contained in this Memorandum and Exhibits hereto constitute forward looking statements. These statements involve known and unknown risks, significant uncertainties and other factors which may cause actual plans, results, levels of activity, performance or achievements to be materially different from any future plans, results, levels of activity, performance or achievements expressed or implied by such forward looking statements. Such factors include, among other things, those listed under "**RISK FACTORS**" and elsewhere in this Memorandum. In some cases, you can identify the forward looking statements by terminology such as "may," "will," "should," "could," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential" or "continue" or the negative of such terms or other comparable terminology.

Although the Company believes that the expectations reflected in the forward looking statements are reasonable, the Company cannot guarantee future results, levels of activity, performance or achievements. The forward-looking statements and associated risks set forth in the Memorandum include or relate to: (i) the ability of the Company to obtain sufficient capital to fund its operation: (ii) the ability of the Company to obtain meaningful consumer acceptance and a successful market for the product on a national and international basis at competitive prices, (iii) the ability of the Company to develop and maintain an effective sales network, (iv) success of the Company in forecasting demand for its product, (v) the ability of the Company to maintain pricing and thereby maintain adequate profit margins, and (vi) the ability of the Company to achieve adequate intellectual property protection.

Such forward-looking statements are based on assumptions that there will be no material adverse competitive or technological change in condition of the Company's business, that there will be a demand for the Company's product, that the Company's forecasts accurately anticipate market demand, that there will be no material adverse change in the Company's operations, business or governmental regulation affecting the Company or its suppliers. The foregoing assumptions are based on judgments with respect to, among other things, future economic, competitive and market conditions, and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the Company's control. Accordingly, although the Company believes that the assumptions underlying the forward-looking statements are reasonable, any or all of such assumption could prove to be inaccurate and therefore there can be no assurance that the results contemplated in forward-looking statements will be realized. In addition, as disclosed elsewhere in the "**RISK FACTORS**" section of this Memorandum, there are a number of other risks inherent in the Company's business and operations which could cause the Company's operating results to vary markedly and adversely from prior results or the results contemplated by the forward-looking statements. Management decisions, including financial forecasts, are subjective in many respects and periodic revisions must be made to reflect actual conditions and business developments, the impact of which may cause the Company to alter its marketing, capital investment and other expenditures, which may also materially adversely affect the Company's results of operations. In light of significant uncertainties inherent in forward-looking information included in this Memorandum, the inclusion of such information should not be regarded as a representation by the Company or any other person that the Company's objectives or plans will be achieved.

SUMMARY OF THE OFFERING

THIS SUMMARY IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO, AND SHOULD BE READ IN CONJUNCTION WITH, THE MORE DETAILED INFORMATION APPEARING ELSEWHERE IN THIS MEMORANDUM AND THE EXHIBITS HERETO. ALL PROSPECTIVE PURCHASERS OF SECURITIES SHOULD CAREFULLY REVIEW THE ENTIRE CONTENTS OF THE MEMORANDUM AND THE EXHIBITS ATTACHED HERETO INDIVIDUALLY AND WITH THEIR OWN TAX, LEGAL AND BUSINESS ADVISORS.

Capitalized terms used in this Memorandum not otherwise defined in this Memorandum are defined in the Subscription Documents or the Company Indenture documents.

The Company:	PreIPO Corporation, (the "Company") was incorporated on March 8,2021. The Company's principal business address is 309 Fifth Avenue, New York, NY 10016
Business of the Company:	The Company has been formed to a specialized exchange for private securities and to develop digital tools to become the leading destination for investors, issuers and intermediaries to buy and sell private stock in high-demand companies with compliance, convenience and cost efficiency for all parties.
The Offering:	The Company is offering (the "Offering") to sell shares of common stock in the Company ("Shares") to accredited investors ("Owners" or "Investors").
Risk Factors:	A purchase of the Company's Shares involves significant risks that must be considered carefully by any Investor who may potentially purchase any Shares. See "Risk Factors" on Page 4.
Accredited Investors:	The Offering is being made privately to the Investors; provided, however, only Investors who are "Accredited Investors," as that term is defined in Rule 501 of Regulation D under the Securities Act, and a limited number of sophisticated investors, as determined by the Company, may invest in the Shares.
Offering Size:	The Company is seeking to sell up to $8,750,000 in Shares at $5.33per Share as part of an Initial Financing.
Term of the Offering:	The Offering is to commence on or about March 9, 2022 and continue until terminated by the Company.
Use of Proceeds:	Proceeds from the Offering will be used to pay the costs of the Offering, for working capital, including, expansion of the management team development of the operating platform and business-related costs and expenses.

To Purchase Offered Shares:	To purchase the Company's Shares, the Investor must (i) complete, execute and deliver to the Company the Subscription Agreement attached to this Memorandum as Exhibit A, (ii) execute and deliver to the Company a counterpart signature pages to the Company's Shareholders Agreement (the signature page for which is attached to the Subscription Agreement) and (iii) pay the subscription price for the Shares being purchased.
Subscription Instructions:	Subscription instructions including wire transfer and questionnaire information are included.

RISK FACTORS

THE INVESTMENT OFFERED BY THIS MEMORANDUM CARRIES A SIGNIFICANT DEGREE OF RISK. AN INVESTMENT IN THE SECURITIES IS SUITABLE ONLY AS A LONG-TERM INVESTMENT FOR PERSONS OF ADEQUATE FINANCIAL MEANS WHO HAVE NO NEED FOR LIQUIDITY WITH RESPECT TO THE INVESTMENT. AS A PROSPECTIVE INVESTOR, IF YOU ARE CONSIDERING SUBSCRIBING FOR THE SECURITIES, YOU SHOULD EVALUATE THE FOLLOWING RISK FACTORS IN ADDITION TO THE OTHER INFORMATION IN THIS MEMORANDUM, PRIOR TO MAKING YOUR INVESTMENT DECISION.

The risk factors set forth in this Memorandum apply to the Company. The risks and uncertainties described below are not the only ones facing the Company. Additional risks and uncertainties that are not presently known or that the Company currently deems immaterial may also impair the Company's business operations, including risks and uncertainties generally applicable to companies that are involved in the medical/healthcare industry. If any of the following risks occur, they could materially adversely affect the Company's business, financial condition or operating results.

Offering and Investment Related Risks

The Common Shares (the "Shares") have not been registered and do not have an established trading market, which may negatively affect its market value and your ability to transfer or sell your Shares. There is no organized public market for the Shares, and it is not expected that any organized public market will develop in the near future. The Shares are a new issue of securities with no established trading market. An active trading market for the Shares may not develop or, even if it develops, may not last, in which case the trading price of the Shares could be adversely affected and your ability to transfer your Shares will be limited.

The market value of the Shares could be substantially affected by various factors. The market value of the Shares may depend on many factors, including:

- the market for similar securities;
- general economic conditions; and
- our financial condition, performance and prospects.

There is no guarantee the Company will secure a return to its Owners. The Company may never be able to secure a return on its capital assets and Investors may lose some or all of their investment. While market indicators appear to be positive (based on its internal market research) there is no guarantee that the market will not change or that the Company may not be able to take advantage of existing or potential market opportunities.

Investors will be relying on the judgment of the Company's Management regarding our use of proceeds. Pursuant to the Investors Presentation on Exhibit B, the Company has certain uses for the net proceeds from our sale of the Shares described in this Memorandum. The Company expects to use the net proceeds for general corporate purposes, including working capital, capital expenditures, and for investment in expansion efforts. Investors will be relying on the judgment of the Management regarding the application of the proceeds. Management will apply the proceeds of this Offering as directed by the Board of Directors without the approval of the Investors.

The Company may need to raise additional capital in the immediate future. Following this Offering, if the maximum amount is raised, the Company believes its cash resources will be sufficient to fund planned operations and expansion for the immediate future. However, the Company may need additional capital within the proceeding twelve (12) months. If the Company raises additional capital through the issuance of debt securities, the interests of participating shareholders of the Company would be subordinated to the interests of debtholders and any interest payments would reduce the amount of cash available to operate and grow the business. If the Company raises additional capital through the sale of equity securities, the ownership of the participating shareholders of the Company would be diluted. Additionally, the Company does not know whether any financing, if obtained, will be adequate to meet capital needs and to support future growth.

Risks Related to the Company

The Company is in its development and early growth stages and has limited operating experience. Because of the Company's limited operating history, the Company's historical financial data may be of limited value in estimating future distributions and expenses. Even if the Company accomplishes its objectives, it may not generate the positive cash flows or returns it anticipates. The budgeted expense levels are based in part on the Company's expectations concerning future revenues. Unanticipated problems, expenses and delays are frequently encountered in establishing a new business and developing new facilities. These include, but are not limited to, inadequate funding, competition, facility development, the inability to employ or retain talent, inadequate sales and marketing, and regulatory concerns. The failure by the Company to meet any of these conditions would have a materially adverse effect upon the Company. No assurance can be given that the Company can or will ever be successful in our operations and operate profitably.

The Company's business is dependent on the availability and retention of qualified employees. The Company's success depends in part upon its ability to attract, motivate and retain a number of key qualified employees. The inability to recruit and retain these employees may delay the planned development and production of initial commercial products, which could harm our business.

The Company's operations are susceptible to factors beyond its control. Various factors beyond our control, including adverse weather conditions, governmental regulation, production, availability, number and geographic location of facilities may affect our costs or cause a disruption in the production process, which could adversely affect the operating results of the facilities.

The Company's success depends on its ability to navigate regulatory and compliance requirements in the financial industries. The related financial industries are highly regulated with strict regulatory and compliance requirements. The Company also expects to face competition from a broad range of new and existing financial management technologies that may adversely impact the Company's growth potential.

The Company may require the licensing and/or acquisition of additional intellectual property required to optimize its business. The Company's success may be dependent, in part, on intellectual property that it will continue to develop, license, and/or acquire from third parties.

Risks Related to Investments Generally

Terrorist attacks, the wars, rising energy prices, the national deficit, the decline in the dollar and Acts of God or other events may affect the Company's business, thereby negatively affecting the Company. The Company's sales, margins and net income are affected by the impact of the current economic, market conditions, and consumer confidence and the effect of initiatives to stimulate economic recovery and to further regulate financial markets (including through changes in taxation) on the cost and availability of funding for the Company. Further, rising energy costs and the increase in the national deficit may have an adverse effect upon the economy in general. Any similar terrorist acts, wars or military conflicts, or other events such as acts of God or other major catastrophes, may have an adverse effect on the economy and the Company.

Compliance with changing regulations of FINRA, corporate governance and SEC disclosure may result in additional expense. Keeping abreast of, and in compliance with, changing laws, regulations and standards relating to corporate governance and private disclosure or SEC regulations affecting private investment in companies, may require an increased amount of management attention and external resources. The Company remains committed to maintaining high standards of governance and disclosure. As a result, the Company intends to invest all reasonably necessary resources to comply with evolving standards, and this investment may result in increased general and administrative expenses and a diversion of management time and attention from revenue generating activities to compliance-related activities.

A significant increase in litigation could have a material adverse effect on the Company's results of operations, financial condition and business prospects. As a member of the financial industry, the Company may be the subject of complaints or litigation from the federal, state, or local government alleging adverse stability or operational concerns or violation of applicable laws. Adverse publicity resulting from these allegations could harm the Company's reputation, regardless of whether the allegations are valid or whether the Company is liable.

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WHO MAY INVEST

The offer and sale of Shares is being made in reliance on exemptions from registration requirements pursuant to Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), Rule 506 as promulgated by the Securities and Exchange Commission ("SEC") under Regulation D and similar exemption provisions of the states in which this offer is made. Accordingly, distribution of this Memorandum is strictly limited to persons who meet the requirements set forth below. The Company reserves the right, in its sole discretion, to declare any prospective Investor ineligible to purchase the Shares. Each prospective purchasing Investor of any Shares is urged to consult his or her own business, financial, or tax advisors before purchasing the Shares.

INVESTOR SUITABILITY REQUIREMENTS

Investment in the Shares involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity in this investment. This investment will be offered and sold only to a limited number of Investors who (i) purchase a minimum of 4,691 Shares at a purchase price of $5.33 per Share for a total of $25,003.03, (ii) represent in writing that they are "accredited investors", and (iii) satisfy the investor suitability requirements established by the Company and as may be required under federal or state law. The Company retains the right, in its sole discretion, to: (a) accept smaller subscriptions; (b) refuse to sell the Shares to any particular prospective investor, or (c) accept subscriptions from a limited number of sophisticated investors.

In the Subscription Agreement, attached hereto as **Exhibit A**, the purchasing Investors must certify that he, she or it is an "accredited investor" and further that he, she or it does not trigger a disqualification under the "bad actor" clause of Rule 506 of Regulation D. Specific questions concerning accredited investor and bad actor status should be directed to the Company. The Subscription Agreement requires each purchasing Investor to represent positively that he, she or it is an "accredited investor" (as defined by Rule 501 of Regulation D under the Securities Act) and not a "bad actor" (as defined by Rule 506(d) of Regulation D under the Securities Act). In addition, the Subscription Agreement requires purchasing Investors to represent positively that, among other requirements, ALL of the following requirements he, she or it satisfies the following suitability standards:

(a) the Investor is able to accommodate the economic risks associated with the purchase of the Shares and the Investor has such knowledge and experience in financial and business matters that the Investor is capable, either on his, her its own or together with his or her advisors and representatives, of evaluating the merits and risks of purchasing the Shares.

(b) prior to the purchase of the Shares, the Company has provided the Investor and his or her or its advisors full and complete access to all information with respect to the Company and its Affiliates, and the Company's proposed activities that the Investor and his or her or its advisors deemed necessary in order to evaluate the merits and risks of a purchase of the Shares; and

(c) the Shares that the Investor is offering to purchase will be purchased solely for his or her account for investment purposes only, and not with the intention of, or for resale in connection with, any distribution thereof.

If you do not meet the requirements described above or in the Subscription Agreement attached hereto as Exhibit A, do not read further and immediately return this Memorandum to the Company at the address shown on the front cover of this Memorandum. If you do not meet such requirements, this Memorandum shall not constitute an offer to sell the Shares to you.

The investor suitability requirements stated above represent minimum suitability requirements established by the Company for Investors purchasing the Shares. However, satisfaction of these requirements by a prospective investor will not necessarily mean that the Shares are a suitable investment for such prospective investor, or that the Company will accept the prospective investor as a subscriber. Furthermore, the Company, as appropriate, may at any time elect prospectively to impose more stringent investor suitability requirements in its sole discretion.

The written representations made by prospective investors will be reviewed to determine the suitability of each such prospective investor. The Company will have the right, in the sole discretion of the Company, to refuse any subscription for the Shares if the Company believes that a prospective investor does not meet the applicable investor suitability requirements, the Shares otherwise constitute an unsuitable investment for the prospective investor, for any other reason, or for no reason.

HOW TO SUBSCRIBE

Prospective Investors desiring to subscribe for the Shares in exchange for a cash investment must carefully read this Memorandum, the Subscription Agreement, (and any other documents or Exhibits provided with this Memorandum). Then, the prospective Investors must complete, execute and deliver the Subscription Agreement and execute and deliver to the Company a counterpart signature pages to the Company's Shareholders Agreement (the signature page for which is attached to the Subscription Agreement).

Upon receipt of the signed necessary documents, verification of the prospective investor's investment qualification and acceptance of the subscription by the Company in its sole discretion, the Company will notify the prospective Investor in writing of receipt and whether or not it has accepted the subscription. All completed and submitted subscription agreements shall be irrevocable by the prospective Investor.

LEGAL & TAX CONSIDERATIONS

EACH PROSPECTIVE INVESTOR OF THE SECURITIES SHOULD CONSULT WITH THAT INVESTORS' TAX ADVISOR WITH RESPECT TO THE INDIVIDUAL FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF ACQUIRING, HOLDING AND DISPOSING OF THE SECURITIES, IN ADDITION TO ANY TAX CONSEQUENCES RESULTING FROM THE LAWS OF ANY OTHER TAXING JURISDICTION.

LITIGATION

There are no legal actions pending against the Company to the knowledge of the Company and its current Management, are any such proceedings contemplated.

ADDITIONAL INFORMATION

Prior to the consummation of the Offering, the Company will provide to each prospective investor and such Investor's representatives and advisors, if any, the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information that the Company may possess or can obtain without unreasonable effort or expense that is necessary to verify the accuracy of the information furnished to such prospective investor. Any such questions should be directed to the Company. No other persons have been authorized to give information or to make any representations concerning this Offering, and if given or made, such other information or representations must not be relied upon as having been authorized by the Company.

This Memorandum is intended to present a general outline of the policies and structure of the Company. The Company's organizational documents, which specify the rights and obligations of the Company's Investors, should be reviewed thoroughly by each prospective investor in the Company. The Summary of Terms contained in this Memorandum is necessarily incomplete and is qualified in its entirety by reference to such agreement.

EXHIBIT A

PREIPO CORPORATION

SUBSCRIPTION AGREEMENT

This Subscription Agreement pertains to the offering by PreIPO Corporation, a Wyoming corporation (the "**Company**") of 1,641,65 shares of common stock (the "**Shares**"), at a purchase price of $5.33 per Share for an aggregate offering of up to $8,750,000.00 (the "**Offering**"). The Company is making this offering solely to accredited investors (as defined under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**").

The undersigned, intending to be legally bound, hereby offers to purchase from the Company, a total of [_____] Shares for a purchase price of $5.33 per share

The Company will be deemed to have accepted this offer upon execution by it of the Receipt and Acceptance attached to this Subscription Agreement. This subscription is submitted to the Company subject to its acceptance and in accordance with, and subject to the terms and conditions described in, this Subscription Agreement.

1. *Verification of Investor Suitability under Regulation D.* The undersigned understands that in order to subscribe for the Shares in this Offering, the undersigned must be an "accredited investor" as defined in Section 501 of Regulation D under the Securities Act.

2. *Amount and Method of Payment.* The purchase price for the Shares is [_____] Dollars ($_____) and shall be paid by tender of a check made payable to PreIPO Corp., or wire transfer of immediately available funds to the account set forth on the last page hereof in the amount identified above, (the **"Purchase Price"**).

3. *Acceptance of Subscription.*

The undersigned understands and agrees that the Company, in its sole discretion, reserves the right to accept or reject this or any other subscription for Shares in whole or in part at any time prior to the Closing (as defined below).

In the event that this subscription is rejected in whole or in part, the Company shall promptly return all or the applicable portion of the Purchase Price to the undersigned, as the case may be, and this Subscription Agreement shall thereafter have no force or effect except with respect to the portion, if any, of this subscription that is accepted by the Company.

4. *Registration Rights.*

Piggyback Registrations.

Notice of Registration. If, at any time, the Company proposes to file a Registration Statement with the Securities and Exchange Commission (the "**SEC**") in connection with any public offering of common stock (other than in connection with an initial public offering of common stock), whether for the account of the Company or any other person (other than a Registration Statement on Form S-4 or Form S-8 (or any successor forms under the Securities Act) or other registrations relating solely to employee benefit plans or any transaction governed by Rule 145 under the Securities Act), the Company shall give written notice of such proposed filing and proposed date thereof to each Holder that owns Shares at least fifteen (15) days before the anticipated filing of such Registration Statement, offering such Holder the opportunity to offer and sell its Shares (the **"Registrable Securities"**), by means of the prospectus contained in such Registration Statement. If such Holder desires to have its Registrable Securities registered under such Registration Statement pursuant to this paragraph 4(a), then Holder shall advise the Company thereof in writing within ten (10) days after the date of its receipt of the Company's notice (which request shall set forth the number of Registrable Securities for which registration is requested). Subject to subsection 4(b) hereof, the Company shall include in such Registration Statement, if filed, all Registrable Securities so requested by such Holder to be included so as to permit such securities to be sold or disposed of in the manner and on the terms set forth in such request. Such registration shall hereinafter be called a "Piggyback Registration". Each Holder shall only have one (1) right to elect to exercise a Piggyback Registration. The Company shall have the right at any time to delay or discontinue, without liability to the Holders, any Piggyback Registration under this subsection 4(a) at any time prior to the effective date of the Registration Statement if the proposed offering of common stock contemplated thereunder is discontinued.

Withdrawal Right. Any Holder shall have the right to withdraw its request for inclusion of its Registrable Securities in any Registration Statement pursuant to this subsection 4(a) by giving written notice to the Company of its request to withdraw; provided, however, that (A) such withdrawal request must be made in writing prior to the earlier of the execution of the underwriting agreement or the execution of the custody agreement with respect to such Piggyback Registration and (B) such withdrawal shall be irrevocable and, after making such withdrawal, such Holder shall no longer have any right to include Registrable Securities in the Piggyback Registration from which such Investor withdrew.

1. Drag-Along Rights.

(A) In the event that the Company approves a Sale of 10% or more of the Company (the "Drag-Along Transaction"), all Holders will consent to participate in such sale with respect to the same relative percentage being sold or transferred by the Company and raise no objections against any such Drag-Along Transaction; provided Holders receive in such Drag-Along Transaction the Drag-Along Consideration with respect to Holders' participating equity securities in the Drag-Along Transaction. The "Drag-Along Consideration" shall be determined by taking the total consideration payable to the shareholders of the Company, less all expenses in connection with the Drag Along Transaction, and treating such amount as if it were distributed to the Holders. Holders shall be entitled to the same form of consideration, payment terms and security in any Drag-Along Transaction. If the Drag-Along Transaction is structured as a transfer of equity securities, Holders shall Transfer its participating equity securities.

(B) Holders agree to cooperate with the Company and to take any and all actions reasonably requested by the Company in connection with a Drag-Along Transaction.

(C) Each Holder of the Company shall bear and promptly pay its pro rata share (based upon the value of the consideration payable to such Holder pursuant to such Drag-Along Transaction relative to the aggregate value of the consideration payable to all Holders pursuant to such Drag-Along Transaction) net of transaction costs and expenses associated with any Drag-Along Transaction to the extent such costs are incurred by the Company for the benefit of all Holders and are not otherwise paid by the Company or the acquiring party.

2. Tag-Along Rights.

(A) In the event that any Holders of the Company desire to transfer any equity or equity like securities, directly or indirectly, representing in the aggregate for all Holders from and after the Effective Date at least 10% of the then total outstanding equity securities in the Company (whether in one transaction or a series of transactions, by one or more shareholders acting together or alone, or at one time or over time) in response to a bona fide offer (the "Tag- Along Offer") from a third party (a "Tag-Along Transaction"), then all the other Holders shall have the right (the "Tag-Along Right") to require, as a condition to the proposed Tag-Along Transaction that such proposed bona fide third party purchaser of equity securities also purchase and/or acquire such equity securities from the all the other Holders in the same proportion to all of the equity securities or warrants such other Holders then own, as the number of equity securities that is the subject of the Tag-Along Offer bears to all of the equity securities then outstanding, for an amount of consideration in respect of the other Holders' equity securities equal to the amount of distribution such other Holders would receive pursuant to the distribution provisions of this Agreement. All Holders shall be entitled to the same form of consideration, payment terms and security in connection with any Tag-Along Transaction. In the event of such proposed Transfer by any such Holders, such Holders shall provide written notice (the "Offer Notice") to the Company setting forth the name and address of the prospective transferee and other bona fide terms and conditions upon which the Transfer is contemplated along with copies of all of the relevant documents with respect to such transaction.

(B) The Tag-Along Right provided in this Section may be exercised by the other Holders by delivery of a written notice to the Company (the "Tag-Along Notice"), within fourteen (14) days following receipt by the other Holders from the Company of the Offer Notice. If the other Holders do not deliver a Tag-Along Notice within such fourteen (14) day period, the other Holders shall be deemed to have waived its Tag-Along Right with respect to the proposed Tag-Along Transaction.

(C) All Holders hereby agree to consent to, cooperate, participate in and raise no objections against any such Tag-Along Transaction pursuant to this Section to which the other Holders have exercised Tag-Along Rights in the same manner required as if such Tag-Along Transaction occurred pursuant to Section 1. Drag-Along Rights.

Allocation of Securities Included in Registration Statements. In connection with any Registration Statement in which the Holders have requested to include Registrable Securities, in the case of an

underwritten public offering, if the managing underwriter(s) of such offering advise(s) or, in the case of a non-underwritten public offering, the Company determines, that the inclusion in such Registration Statement of some or all of the shares sought to be registered thereunder exceeds the number of shares (the **"Saleable Number"**) that can be sold in an orderly fashion without a substantial risk that either the price per share to be derived from such registration, the timing of such registration or the distribution of the Registrable Securities pursuant to such registration will be materially and adversely affected, then the number of shares offered thereunder shall be limited to the Saleable Number and shall be allocated as follows: (i) first, to all the shares of common stock that the Company proposes to register for its own account, (ii) second, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clause (A) above, to the Holders pro rata on the basis of the number of Registrable Securities offered for sale by each Holder, and (C) third, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clauses (A) and (B) above, to all other selling shareholders, pro rata on the basis of the number of shares offered for sale by each such shareholder.

Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to Sections 4(a) that the Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them, and the intended method of disposition of such securities as shall be required to timely effect the registration of their Registrable Securities.

Certain Notices; Suspension of Sales. The Company may, upon written notice to the Holders, suspend the Holders' use of any Prospectus (which is a part of any Registration Statement) for a reasonable period not to exceed ninety (90) days if the Company in its reasonable judgment believes it may possess material non-public information the disclosure of which in its reasonable judgment would have a material adverse effect on the Company and its subsidiaries taken as a whole. Each Holder of Registrable Securities agrees by its acquisition of such Registrable Securities to hold any communication by the Company pursuant to this section 4(d) in confidence.

Amendments. Subject to section 4(d) hereof, the Company shall (i) prepare and file with the SEC such amendments and post-effective amendments to the Registration Statement as may be necessary to keep the Registration Statement effective for the applicable time period required herein, (ii) cause the Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Securities Act, and (iii) comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the intended methods of disposition by the Registering Shareholders set forth in such Registration Statement or Prospectus supplement.

Indemnification. In the event any Registrable Securities are included in a registration statement under Section 4(a):

To the extent permitted by law, the Company will indemnify and hold harmless each Holder and the partners, officers, directors and stockholders of each Holder, any underwriter (as defined in the Securities Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**), against any losses, claims, damages, or liabilities joint or several) to which they

may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a **"Violation"**) by the Company: (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law in connection with the offering covered by such registration statement; provided however, that the indemnity agreement contained in this Section 4(f)(i) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, partner, officer, director, stockholder, underwriter or controlling person of such Holder.

To the extent permitted by law, each Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualification or compliance is being effected, indemnify and hold harmless the Company, each of its directors, its officers and each person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors, officers or stockholders or any person who controls such Holder, against any losses, claims, damages or liabilities to which the Company or any such person may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder under an instrument duly executed by such Holder and stated to be specifically or use in connection with such registration; and each such Holder will pay as incurred any legal or other expenses reasonably incurred by the Company or any such person in connection with investigating or defending any such loss, claim, damage, liability or action if it is judicially determined that there was such a Violation; provided, however, that the indemnity agreement contained in this Section 4(f)(ii) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld.

Promptly after receipt by an indemnified party under this Section 4(f) of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 4(f), deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the

indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if materially prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 4(f), but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 4(f).

If the indemnification provided for in this Section 4(f) is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Violation(s) that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The obligations of the Company and Holders under this Section 4(f) shall survive completion of any offering of Registrable Securities in a registration statement and the termination of this Agreement. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

All expenses incurred in connection with a Piggyback Registration (excluding underwriters' and brokers' discounts and commissions), including without limitation, all federal and "blue sky" registration and qualification fees, printers and accounting fees and fees and disbursements of counsel for the Company shall be borne by the Company.

5. *Delivery of the Stock Certificate.*

The Company will execute and deliver certificate(s) representing the Shares to the subscriber within twenty (20) business days after the occurrence of each of the following items: (i) acceptance of the subscription by the Company; and (ii) receipt of the Purchase Price by the Company.

6. *Representations and Warranties.*

The undersigned hereby acknowledges, represents and warrants to, and agrees with, the Company as follows:

The undersigned understands that the offering and sale of the Shares by the Company to the undersigned is intended to be exempt from registration under the Securities Act by virtue of Section 4(2) of the Securities Act and the provisions of Rule 506 of Regulation D promulgated thereunder and, in accordance therewith and in furtherance thereof, the undersigned represents and warrants to and agrees with the Company as follows:

The undersigned has carefully reviewed this Subscription Agreement and the Purchaser Questionnaire attached as Exhibit "A" hereto and understands the information contained in each such document;

All documents, records and books pertaining to the Company and/or this investment that the undersigned or his purchaser representative has requested have been made available for inspection by him and/or his purchaser representative, attorney, accountant, and other advisor(s);

The undersigned and/or his purchaser representative and advisor(s) have had a reasonable opportunity to ask questions of and receive information and answers from a person or persons acting on behalf of the Company concerning the offering of the Shares and all such questions have been answered and all such information has been provided to the full satisfaction of the undersigned;

Neither the undersigned nor the undersigned's purchaser representative or investment advisors, if any, have been furnished any offering literature and the undersigned and the undersigned's purchaser representative and advisors, if any, have relied only on the information, as described in subparagraphs (ii) and (iii) above, furnished or made available to them by the Company;

No oral or written representations have been made and no oral or written information has been furnished to the undersigned or his purchaser representative or advisor(s) in connection herewith that were in any way inconsistent with the information set forth in this Subscription Agreement;

The undersigned is not subscribing for the Shares as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting;

The undersigned acknowledges that he has either conducted his own independent evaluation of the Company and has analyzed the risks associated with an investment in the Shares or has had his purchaser representative take such actions on his behalf and has based his decision to invest in the Shares on the results of this evaluation and analysis;

The undersigned's overall commitment to investments that are not readily marketable is not disproportionate to the undersigned's net worth and the undersigned's investment in the Company will not cause such overall commitment to become disproportionate to the undersigned's net worth;

If the undersigned is a natural person, the undersigned has reached the age of majority in the jurisdiction in which the undersigned resides, has adequate net worth and means of providing for the undersigned's current financial needs and personal contingencies, is able to bear the substantial economic risks of an investment in the Shares for an indefinite period of time, has no need for

liquidity in such investment and, at the present time, could afford a complete loss of such investment;

The address set forth below is the undersigned's true and correct residence (or, if not an individual, domiciliary) address;

The undersigned (A) has such knowledge of, and experience in, business and financial matters so as to enable him to utilize the information made available to him in connection with the offering of the Shares in order to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto, (B) the undersigned has carefully evaluated the risks of investing and (C) has the capacity, either alone, or with a professional advisor, to protect his own interests in connection with a purchase of the Shares;

The undersigned is not relying on the Company with respect to the economic considerations of the undersigned relating to this investment. In regard to such considerations, the investor has relied on the advice of, or has consulted with, only his own advisor(s). The undersigned recognizes that the information furnished by the Company does not constitute investment, accounting, legal or tax advice. The undersigned is relying on professional advisors for such advice;

The undersigned is acquiring the Shares solely for his own account as principal, for investment purposes only and not with a view to the resale or distribution thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in such Shares;

The undersigned understands that the certificate(s) evidencing ownership of the Shares and the Warrant Shares and the Warrants will each bear a restrictive legend and have not been registered under the Securities Act or any state securities laws, and may not be sold or transferred unless (i) such sale or transfer is subsequently registered thereunder; (ii) the undersigned shall have delivered to the Company an opinion of counsel (which opinion and counsel shall be reasonably acceptable to the Company) to the effect that the securities to be sold or transferred may be sold or transferred pursuant to an exemption from such registration; or (iii) the securities are sold pursuant to Rule 144 promulgated under the Securities Act (or a successor rule);

The undersigned understands that the price of the Shares has been determined arbitrarily by the Company and may not be indicative of the true value of the Shares. The undersigned understands that no assurances can be given that the Shares could be resold by the Subscriber for the subscription price or any price and he/she/it has made an independent determination of the fairness of the subscription price; and

The undersigned has received a Purchaser Questionnaire, attached as "Exhibit A" hereto. The information provided by the undersigned in the Purchaser Questionnaire is true and correct and the undersigned understands that the Company is relying upon such information in connection with the purchase of the Units by the undersigned.

The undersigned recognizes that an investment in the Shares involves a number of significant risks including, but not limited to, those risks explained to him by his purchaser representative.

The undersigned understands that no federal or state agency has passed upon the Shares or made any finding or determination as to the fairness of this investment in the Shares.

All information that the undersigned has heretofore furnished and furnishes herewith to the Company are true, correct and complete as of the date of execution of this Subscription Agreement and if there should be any material change in such information prior to the closing of the sale of the Shares (the "**Closing**"), the undersigned will immediately furnish such revised or corrected information to the Company.

The foregoing representations, warranties and agreements, together with all other representations and warranties made or given by the undersigned to the Company in any other written statement or document delivered in connection with the transactions contemplated hereby, shall be true and correct in all respects on and as of the date of the Closing as if made on and as of such date and shall survive such date. If more than one person is signing this Subscription Agreement, each representation, warranty and undertaking herein shall be the joint and several representation, warranty and undertaking of each such person.

7. *Indemnification.*

The undersigned agrees to indemnify and hold harmless the Company and the officers and directors thereof and each other person, if any, who controls the Company, within the meaning of Section 15 of the Securities Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representations or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in any other document furnished by the undersigned to the Company in connection with this transaction.

8. *Additional Information.*

The undersigned hereby acknowledges and agrees that the Company may make or cause to be made such further inquiry and obtain such additional information as it may deem appropriate with regard to the suitability of the undersigned as an investor in the Shares.

9. *Binding Effect.*

The undersigned hereby acknowledges and agrees that, except as provided under applicable state securities laws, the subscription hereunder is irrevocable, that the undersigned is not entitled to cancel, terminate or revoke this Subscription Agreement or any agreements of the undersigned hereunder and that this Subscription Agreement and such other agreements shall survive the death or disability of the undersigned and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns. If the undersigned is more than one person, the obligations of the undersigned hereunder shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his/her/its heirs, executors, administrators, successors, legal representatives and assigns.

10. *Modification.*

Neither this Subscription Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.

11. *Notices.*

Any notice, demand or other communication that any party hereto may be required, or may elect, to give to any other party hereunder shall be sufficiently given if (a) deposited, postage prepaid, in a United States mailbox, stamped, registered or certified mail, return receipt requested, addressed to such address as may be listed on the books of the Company, or (b) delivered personally at such address.

12. *Counterparts.*

This Subscription Agreement may be executed using separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. This Subscription Agreement may be executed and delivered via electronic facsimile transmission with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another.

13. *Entire Agreement.*

This Subscription Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no representations, covenants or other agreements except as stated or referred to herein.

14. *Severability.*

Each provision of this Subscription Agreement is intended to be severable from every other provision, and the invalidity or illegality of any provision shall not affect the validity or legality of the remaining provisions.

15. *Assignability.*

This Subscription Agreement is not transferable or assignable by the undersigned.

16. *Applicable Law.*

This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming as applied to residents of that jurisdiction executing contracts wholly to be performed therein.

17. *Choice of Jurisdiction.*

The undersigned agrees that any action or proceeding directly or indirectly relating to or arising out of this Subscription Agreement, any breach hereof, or any transaction covered hereby shall be resolved, whether by arbitration or otherwise, within the State of Wyoming. Accordingly, the party's consent and submit to the jurisdiction of the state courts located within the State of Wyoming or the United States federal courts. The parties further agree that any such relief whatsoever in connection with this Subscription Agreement shall be commenced by such party exclusively in the state courts located within the State of Wyoming or the United States federal courts located in a specifically designated District.

18. *Reimbursement.*

If any action or other proceeding is brought for the enforcement of this Subscription Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Subscription Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding in addition to any other relief to which they may be entitled.

19. *Further Assurances.*

Each of the parties shall execute said documents and other instruments and take such further actions as maybe reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

20. *State Securities Laws.*

Subscribers should also be aware of the following additional considerations:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR THE SECURITIES LAWS OF ANY STATES AND THE SECURITIES ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE DISCLOSURE MATERIALS PRODUCED TO THE SUBSCRIBERS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

Subscription Information (to be completed by individual subscriber):

Shares Purchased_____

Purchase Price of Shares (Number of Shares Purchased x [$_____] per Share) _____

Name(s) in which the Shares is to be registered:

Home/Business Address_____

Mailing Address_____

Form of joint ownership (if applicable). (If one of these items is checked, subscriber and co-subscriber must both sign all documents.):

Tenants-in-Common_____ Joint Tenants_____

IN WITNESS WHEREOF, the undersigned has caused this Subscription Agreement to be duly executed on the ____ day of ____ 2022.

Please Print Name of Subscriber	Signature of Subscriber	Social Security Number
Please Print Name of Co-Subscriber	Signature of Co-Subscriber	Social Security Number

THIS PORTION NOT TO BE COMPLETED BY SUBSCRIBER

RECEIPT AND ACCEPTANCE

CASH OR CHECK AND SUBSCRIPTION AGREEMENT RECEIVED ON _____, 2022.

By:_____

SUBSCRIPTION ACCEPTED ON _____, 2022.

PreIPO Corporation

By:_____
Name: Michael Carney
Title: Chief Operating Officer

WIRE TRANSFER INSTRUCTIONS

If Subscriber wishes to wire transfer the purchase price of his Shares, he or she shall wire transfer immediately available funds in the amount of the Purchase Price subscribed for hereunder, as follows:

Bank: Chase Bank
Parkland Isles -6101 Coral Ridge Drive.
Coral Springs, Fl33076

Account Name: PreIPO Corp

Account No.: 898117887263

Bank Routing No.: 026009593

Offering by

PreIPO Corporation

PURCHASER QUESTIONNAIRE

You are being asked to complete this Purchaser Questionnaire so that a determination can be made as to whether you are qualified to purchase shares of common stock ("Shares") of PreIPO Corp., a Wyoming corporation (the "Company"), for a purchase price of $5.33 per Share. If the Shares subscribed for are to be owned by more than one person, you and each other co-subscriber must complete a separate Purchaser Questionnaire (except if the co-subscriber is your spouse) and sign the signature page attached hereto. If your spouse is a co-subscriber, you must indicate his or her name and social security number.

Your answers to the questions contained herein must be true and correct. Your answers will be kept confidential; however, by signing this Purchaser Questionnaire, you will be authorizing the Company to present a completed copy of this Purchaser Questionnaire to such parties as it may deem appropriate in order to make certain that the offer and sale of the Shares will not result in a violation of the Securities Act of 1933, as amended (the "Securities Act"), or of the securities laws of any state. Any prospective purchaser may be required to furnish additional information as the Company determines in its sole discretion.

This Purchaser Questionnaire does not constitute an offer to sell or a solicitation of an offer to buy the Shares or any other security of the Company.

All questions must be answered. If the appropriate answer is "None" or "Not applicable," please so state. Please print or type your answers to all questions and attach additional sheets if necessary to complete your answers to any item.

GENERAL INFORMATION

If Purchaser is an individual:

1. Name(s):_____

2. Age(s):_____

3. Social Security Number:

   Subscriber:_____

   Co-subscriber:_____

4. Home Address:_____

5. Business Address:_____

6. Send mail to:_____

7. Home Telephone:_____

8. Business Telephone:_____

9. Occupation:_____

10. Employer:_____

11. Education (Highest Degree Obtained):_____

If Purchaser is a corporation, partnership, trust, limited liability company or other entity (an "Entity"):

1. Name of Entity: _____

2. Date of Organization: _____

3. State of Organization: _____

4. Taxpayer Identification No.:_____

5. Principal Business Address:_____

6. Telephone:_____

7. Send Mail to:_____

8. Other:_____

FINANCIAL SUITABILITY

To be eligible to purchase the Shares, a subscriber must be an "accredited investor" as defined in Rule 501 under Regulation D promulgated under the Securities Act, which requirements are described below or must not be a "U.S. Person" as defined in Rule 902(o) promulgated under the Securities Act.

In addition, if the subscriber is a corporation or business trust, partnership, trust or employee benefit plan: (i)(a) formed for the specific purpose of acquiring the Shares or (b) having total assets of $5,000,000 or less, then each equity owner of the investing entity must be an accredited investor and must meet the suitability standards for individual investors and EACH EQUITY OWNER MUST COMPLETE AN INDIVIDUAL PURCHASER QUESTIONNAIRE or (ii)(a) not formed for the specific purpose of acquiring the Shares and (b) having total assets of more than $5,000,000, then the investing entity, but not the equity owners of the investing entity, must have the capacity to protect its own interests in connection with an investment in the Shares and the INVESTING ENTITY MUST COMPLETE THIS QUESTIONNAIRE, BUT NO EQUITY OWNER NEED FILL OUT A SEPARATE QUESTIONNAIRE.

To be Completed by Individuals:

The following questions are intended to permit a determination of whether you meet the above suitability standards. Answer all questions "yes" or "no" as they are applicable to your individual situation.

I certify that I have a net worth in excess of $1,000,000 (not including primary residence home equity value).

Yes _____ No _____

I certify that:

I had an individual income[1] of more than $200,000 in each of the calendar years 2020 and 2021 and I reasonably expect to have an individual income in excess of $200,000 in calendar year 2022; or

---

1 For purposes of this Purchase Questionnaire, "individual income" means "adjusted gross income" as reported for federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any interest income received that is tax-exempt under section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040) and (iii) any deduction claimed for depletion under section 611 et seq. of the Code.

I had joint income[2] with my spouse in excess of $300,000 in each of the calendar years 2020 and 2021 and I reasonably expect to have joint income with my spouse in excess of $300,000 in calendar year 2022.

Yes _____ No _____

Are you obligated as an endorser, guarantor, surety, indemnitor or otherwise for any significant contingent liabilities or are there any suits outstanding or litigation or claims pending against you that could adversely and materially affect your financial condition.

Yes _____ No _____
If "Yes," please provide details:

_____

_____

_____

To be completed by Entities:

The following questions are intended to permit a determination of whether the subscriber meets the above suitability standards. Answer all questions "yes" or "no" as they are applicable to the situation of the subscriber.

A. (1) Has the subscribing corporation, partnership, trust or employee benefit plan been formed for the specific purpose of investing in the Shares?

Yes _____ No _____

(2) Does the subscribing corporation, partnership, trust or employee benefit plan have total assets of $5,000,000 or less?

Yes _____ No _____

If the answer to **both** of questions A(1) and A(2) is "No," respond to question **B** below. If the answer to **either** of questions A(1) or A(2) is "Yes," respond to question **C** below.

B. (1) The undersigned entity certifies that it is an "accredited investor" because it falls into the indicated category. Please indicate the appropriate category by CHECKING OR PUTTING YOUR INITIALS ON the appropriate line.

---

2 For purpose of this Purchaser Questionnaire, "joint income" means "adjusted gross income" of you and your spouse reported for federal income tax purposes, increased by the following amounts: (i) the amount of any interest income received that is tax-exempt under section 103 of the Code, (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040) and (iii) any deduction claimed for depletion under section 611 et seq. of the Code.

_____(a) a bank as defined in section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act, whether acting in an individual or fiduciary capacity;

_____(b) a broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934;

_____(c) an insurance company as defined in section 2(13) of the Securities Act;

_____(d) an investment company registered under the Investment Company Act of 1940;

_____(e) a business development company as defined in section 2(a)(48) of the Investment Company Act of 1940;

_____(f) a Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958;

_____(g) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees if such plan has total assets in excess of $5,000,000;

_____(h) an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

_____(i) a private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

_____(j) an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of $5,000,000; or

_____(k) a trust with total assets in excess of $5,000,000, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii).

(2) The undersigned entity has the capacity to protect its own interests in connection with its proposed investment in the Shares.

Yes _____ No _____

C. The undersigned entity certifies that it is an accredited investor because each of its stockholders, partners or beneficiaries meets at least one of the following categories. Please indicate the relevant categories by CHECKING OR PUTTING YOUR INITIALS ON the appropriate lines.

_____(1) The shareholder, partner or beneficiary is a natural person whose individual net worth, or joint net worth[3] with his/her spouse, at the time of his/her purchase exceeds $1,000,000.

_____(2) The shareholder, partner or beneficiary is a natural person who had (A) an individual income in excess of $200,000 for calendar years 2020 and 2021 and who reasonably expects to have an individual income in excess of $200,000 for calendar year 2022 or (B) a joint income with that of his/her spouse in excess of $300,000 for calendar years 2020 and 2021 and who reasonably expects to have a joint income with that of his/her spouse in excess of $300,000 for calendar year 2022.

_____(3) The shareholder, partner or beneficiary is a corporation, partnership, trust or other entity that meets the description of at least one of the organizations specified in statement B(1) above.

D. Is the subscribing entity obligated as an endorser, guarantor, surety, indemnitor or otherwise for any significant contingent liabilities or are there any suits outstanding or litigation or claims pending against the subscribing entity which could adversely and materially affect its financial condition?

Yes _____ No _____
If "Yes," please provide details:

_____

_____

_____

IN WITNESS WHEREOF, the undersigned represents the foregoing information to be true and correct and understands that such information will be relied upon by PreIPO Corp in connection with the purchase of the Shares by the undersigned. This Purchaser Questionnaire is executed the _____ day of _____, 2022.

_____

[3] For purpose of this Purchaser Questionnaire, "net worth" means the excess of total assets at fair market value, personal property (but not including primary residence home equity value), over total liabilities, including mortgages and income taxes on unrealized appreciation of assets.

Print Name of Subscribing Entity or Individual

By:_____ Name:
Title:

_____
Print Name of joint person

By:_____
Name:
Title:

EXHIBIT B

INVESTORS PRESENTATION

(AVAILABLE UPON REQUEST)

EXHIBIT C

CAPITALIZATION TABLE

(AVAILABLE UPON REQUEST)

ATTACHMENT

13

Issued to: Brian Lenihan Memorandum No. 1074

PreIPO Corporation

(A Wyoming Corporation)

PreIPO

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

This Confidential Private Placement Memorandum (the "Memorandum") describes the private offering (the "Offering") to accredited investors ("Owners" or "Investors") of Shares of common stock (the "Shares") in PreIPO Corporation (the "Company"). The securities being offered have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered and sold in reliance on exemptions from registration requirements pursuant to Section 4(2) of the Securities Act, Rule 506 as promulgated by the Securities and Exchange Commission ("SEC") and similar exemption provisions of the states in which this offer is made. This Offering is being made only to accredited investors, as defined in Rule 501 of Regulation D promulgated under the Securities Act.

THESE SECURITIES ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK. PROSPECTIVE INVESTORS SHOULD REVIEW THE INFORMATION SET FORTH IN THIS MEMORANDUM BEFORE SUBSCRIBING TO PURCHASE SECURITIES. SEE "RISK FACTORS" BEGINNING ON PAGE 4 OF THIS MEMORANDUM.

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NOTICE TO PROSPECTIVE INVESTORS

Offering Details. Before purchasing the Common Stock of the Company, you should carefully read this Memorandum and consider various "**RISK FACTORS**", "**INVESTOR SUITABILITY REQUIREMENTS**" and other considerations discussed in this Memorandum. Capitalized but undefined terms used in this Memorandum have the meaning set forth in the Subscription Agreement (the "Subscription Agreement"), a copy of which is attached as Exhibit A to this Memorandum.

THE SECURITIES WILL BE SOLD ONLY TO INVESTORS WHO ARE "ACCREDITED INVESTORS" (AS THAT TERM IS DEFINED PURSUANT TO RULE 501 OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED).

BY ACCEPTING DELIVERY OF THIS MEMORANDUM, THE RECIPIENT INVESTOR AGREES TO RETURN THIS MEMORANDUM AND ALL OTHER DOCUMENTS TO THE COMPANY IF THE INVESTOR ELECTS NOT TO PURCHASE ANY OF THE SECURITIES OR IF THE COMPANY ELECTS NOT TO SELL THE SECURITIES TO THAT INVESTOR, OR IF THE OFFERING IS WITHDRAWN. DELIVERY OF THIS MEMORANDUM TO ANYONE OTHER THAN AN INVESTOR OR SUCH INVESTOR'S PURCHASER REPRESENTATIVE, IF ANY, IS UNAUTHORIZED, AND ANY REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, WITHOUT THE PRIOR CONSENT OF THE COMPANY IS PROHIBITED. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO PURCHASE THE OFFERED SECURITIES, NOR SHALLTHERE BE ANY SALE OF THE OFFERED SECURITIES IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL.

THERE IS CURRENTLY NO PUBLIC MARKET FOR THE SECURITIES. A PURCHASER OF SECURITIES WILL BE REQUIRED TO REPRESENT THAT THE SECURITIES ARE BEING ACQUIRED FOR INVESTMENT PURPOSES AND NOT WITH AN INTENTION OF SALE OR DISTRIBUTION, AND A PURCHASER WILL NOT BE ABLE TO RESELL THE SECURITIES UNLESS SUCH SHARES ARE REGISTERED PURSUANT TO THE ACT AND QUALIFIED PURSUANT TO THE APPLICABLE STATE STATUTES (OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE). ANY PURCHASER OF SECURITIES DESIRING TO TRANSFER HIS/HER/ITS UNREGISTERED SECURITIES MUST FURNISH THE COMPANY WITH AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL TO THE EFFECT THAT THE PROPOSED TRANSFER IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND DOES NOT VIOLATE FEDERAL OR STATE SECURITIES LAWS.

THIS OFFERING MAY BE WITHDRAWN OR MODIFIED AT ANY TIME BEFORE TERMINATION OF THE OFFERING AND IS SPECIFICALLY MADE SUBJECT TO THE TERMS DESCRIBED IN THIS MEMORANDUM. THE COMPANY RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTION, IN WHOLE OR IN PART.

THE COMPANY MAY, IN ITS SOLE DISCRETION, RESERVE THE RIGHT TO DIRECTLY ADVERTISE AND PROMOTE ITS SERVICES. THE COMPANY MAY ALSO FURNISH SUCH PROMOTIONAL LITERATURE AND OTHER ADVERTISING AIDS AS THE COMPANY DEEMS NECESSARY. SUCH MATERIAL SHALL REMAIN THE PROPERTY OF THE COMPANY.

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ON BEHALF OF THE COMPANY CONCERNING ANY ASPECT OF THE COMPANY OR ITS ACTIVITIES, AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION, OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE. NO PERSON IS AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT SPECIFIED IN THIS MEMORANDUM AND, IF PROVIDED OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY.

PROSPECTIVE INVESTOR PURCHASERS OF THE SECURITIES ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, TAX, OR INVESTMENT ADVICE. EACH PROSPECTIVE INVESTOR PURCHASER OF SECURITIES IS URGED TO CONSULT SUCH INVESTOR'S LEGAL COUNSEL, ACCOUNTANT OR BUSINESS ADVISOR AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING ANY POSSIBLE PURCHASE OF THE SECURITIES. THE DELIVERY OF THIS MEMORANDUM AT ANY TIME DOES NOT IMPLY THAT THE INFORMATION SPECIFIED IN THIS MEMORANDUM IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS MEMORANDUM.

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2. Summary of the Offering
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EXHIBITS

1. Exhibit A – Subscription Agreement
2. Exhibit B - Investors Presentation
3. Exhibit C Capitalization Table

PreIPO CORPORATION

SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS

Some of the statements contained in this Memorandum and Exhibits hereto constitute forward looking statements. These statements involve known and unknown risks, significant uncertainties and other factors which may cause actual plans, results, levels of activity, performance or achievements to be materially different from any future plans, results, levels of activity, performance or achievements expressed or implied by such forward looking statements. Such factors include, among other things, those listed under "**RISK FACTORS**" and elsewhere in this Memorandum. In some cases, you can identify the forward looking statements by terminology such as "may," "will," "should," "could," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential" or "continue" or the negative of such terms or other comparable terminology.

Although the Company believes that the expectations reflected in the forward looking statements are reasonable, the Company cannot guarantee future results, levels of activity, performance or achievements. The forward-looking statements and associated risks set forth in the Memorandum include or relate to: (i) the ability of the Company to obtain sufficient capital to fund its operation: (ii) the ability of the Company to obtain meaningful consumer acceptance and a successful market for the product on a national and international basis at competitive prices, (iii) the ability of the Company to develop and maintain an effective sales network, (iv) success of the Company in forecasting demand for its product, (v) the ability of the Company to maintain pricing and thereby maintain adequate profit margins, and (vi) the ability of the Company to achieve adequate intellectual property protection.

Such forward-looking statements are based on assumptions that there will be no material adverse competitive or technological change in condition of the Company's business, that there will be a demand for the Company's product, that the Company's forecasts accurately anticipate market demand, that there will be no material adverse change in the Company's operations, business or governmental regulation affecting the Company or its suppliers. The foregoing assumptions are based on judgments with respect to, among other things, future economic, competitive and market conditions, and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the Company's control. Accordingly, although the Company believes that the assumptions underlying the forward-looking statements are reasonable, any or all of such assumption could prove to be inaccurate and therefore there can be no assurance that the results contemplated in forward-looking statements will be realized. In addition, as disclosed elsewhere in the "**RISK FACTORS**" section of this Memorandum, there are a number of other risks inherent in the Company's business and operations which could cause the Company's operating results to vary markedly and adversely from prior results or the results contemplated by the forward-looking statements. Management decisions, including financial forecasts, are subjective in many respects and periodic revisions must be made to reflect actual conditions and business developments, the impact of which may cause the Company to alter its marketing, capital investment and other expenditures, which may also materially adversely affect the Company's results of operations. In light of significant uncertainties inherent in forward-looking information included in this Memorandum, the inclusion of such information should not be regarded as a representation by the Company or any other person that the Company's objectives or plans will be achieved.

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SUMMARY OF THE OFFERING

THIS SUMMARY IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO, AND SHOULD BE READ IN CONJUNCTION WITH, THE MORE DETAILED INFORMATION APPEARING ELSEWHERE IN THIS MEMORANDUM AND THE EXHIBITS HERETO. ALL PROSPECTIVE PURCHASERS OF SECURITIES SHOULD CAREFULLY REVIEW THE ENTIRE CONTENTS OF THE MEMORANDUM AND THE EXHIBITS ATTACHED HERETO INDIVIDUALLY AND WITH THEIR OWN TAX, LEGAL AND BUSINESS ADVISORS.

Capitalized terms used in this Memorandum not otherwise defined in this Memorandum are defined in the Subscription Documents or the Company Indenture documents.

The Company:	PreIPO Corporation, (the "Company") was incorporated on March 8,2021. The Company's principal business address is 309 Fifth Avenue, New York, NY 10016
Business of the Company:	The Company has been formed to a specialized exchange for private securities and to develop digital tools to become the leading destination for investors, issuers and intermediaries to buy and sell private stock in high-demand companies with compliance, convenience and cost efficiency for all parties.
The Offering:	The Company is offering (the "Offering") to sell shares of common stock in the Company ("Shares") to accredited investors ("Owners" or "Investors").
Risk Factors:	A purchase of the Company's Shares involves significant risks that must be considered carefully by any Investor who may potentially purchase any Shares. See "Risk Factors" on Page 4.
Accredited Investors:	The Offering is being made privately to the Investors; provided, however, only Investors who are "Accredited Investors," as that term is defined in Rule 501 of Regulation D under the Securities Act, and a limited number of sophisticated investors, as determined by the Company, may invest in the Shares.
Offering Size:	The Company is seeking to sell up to $8,750,000 in Shares at $5.33per Share as part of an Initial Financing.
Term of the Offering:	The Offering is to commence on or about March 9, 2022 and continue until terminated by the Company.
Use of Proceeds:	Proceeds from the Offering will be used to pay the costs of the Offering, for working capital, including, expansion of the management team development of the operating platform and business-related costs and expenses.

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To Purchase Offered Shares:	To purchase the Company's Shares, the Investor must (i) complete, execute and deliver to the Company the Subscription Agreement attached to this Memorandum as Exhibit A, (ii) execute and deliver to the Company a counterpart signature pages to the Company's Shareholders Agreement (the signature page for which is attached to the Subscription Agreement) and (iii) pay the subscription price for the Shares being purchased.
Subscription Instructions:	Subscription instructions including wire transfer and questionnaire information are included.

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RISK FACTORS

THE INVESTMENT OFFERED BY THIS MEMORANDUM CARRIES A SIGNIFICANT DEGREE OF RISK. AN INVESTMENT IN THE SECURITIES IS SUITABLE ONLY AS A LONG-TERM INVESTMENT FOR PERSONS OF ADEQUATE FINANCIAL MEANS WHO HAVE NO NEED FOR LIQUIDITY WITH RESPECT TO THE INVESTMENT. AS A PROSPECTIVE INVESTOR, IF YOU ARE CONSIDERING SUBSCRIBING FOR THE SECURITIES, YOU SHOULD EVALUATE THE FOLLOWING RISK FACTORS IN ADDITION TO THE OTHER INFORMATION IN THIS MEMORANDUM, PRIOR TO MAKING YOUR INVESTMENT DECISION.

The risk factors set forth in this Memorandum apply to the Company. The risks and uncertainties described below are not the only ones facing the Company. Additional risks and uncertainties that are not presently known or that the Company currently deems immaterial may also impair the Company's business operations, including risks and uncertainties generally applicable to companies that are involved in the medical/healthcare industry. If any of the following risks occur, they could materially adversely affect the Company's business, financial condition or operating results.

Offering and Investment Related Risks

The Common Shares (the "Shares") have not been registered and do not have an established trading market, which may negatively affect its market value and your ability to transfer or sell your Shares. There is no organized public market for the Shares, and it is not expected that any organized public market will develop in the near future. The Shares are a new issue of securities with no established trading market. An active trading market for the Shares may not develop or, even if it develops, may not last, in which case the trading price of the Shares could be adversely affected and your ability to transfer your Shares will be limited.

The market value of the Shares could be substantially affected by various factors. The market value of the Shares may depend on many factors, including:

- the market for similar securities;
- general economic conditions; and
- our financial condition, performance and prospects.

There is no guarantee the Company will secure a return to its Owners. The Company may never be able to secure a return on its capital assets and Investors may lose some or all of their investment. While market indicators appear to be positive (based on its internal market research) there is no guarantee that the market will not change or that the Company may not be able to take advantage of existing or potential market opportunities.

Investors will be relying on the judgment of the Company's Management regarding our use of proceeds. Pursuant to the Investors Presentation on Exhibit B, the Company has certain uses for the net proceeds from our sale of the Shares described in this Memorandum. The Company expects to use the net proceeds for general corporate purposes, including working capital, capital expenditures, and for investment in expansion efforts. Investors will be relying on the judgment of the Management regarding the application of the proceeds. Management will apply the proceeds of this Offering as directed by the Board of Directors without the approval of the Investors.

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The Company may need to raise additional capital in the immediate future. Following this Offering, if the maximum amount is raised, the Company believes its cash resources will be sufficient to fund planned operations and expansion for the immediate future. However, the Company may need additional capital within the proceeding twelve (12) months. If the Company raises additional capital through the issuance of debt securities, the interests of participating shareholders of the Company would be subordinated to the interests of debtholders and any interest payments would reduce the amount of cash available to operate and grow the business. If the Company raises additional capital through the sale of equity securities, the ownership of the participating shareholders of the Company would be diluted. Additionally, the Company does not know whether any financing, if obtained, will be adequate to meet capital needs and to support future growth.

There is no assurance that the Company will be able to acquire equity interests or shares in pre-IPO companies. The Company may not be able to acquire equity interests in pre-IPO companies for any number of reasons, including but not limited to: (i) insufficient capital to acquire companies; (ii) inability to source an adequate supply of companies willing to sell shares of their respective companies; (iii) adverse changes in regulatory matters that prohibit or restrict such acquisitions; and, (iv) an overly competitive market for such equity interests that limits the availability of shares available for acquisition by the Company.

There is no assurance that the equity interests or shares acquired in pre-IPO companies by the Company will successfully achieve an exit. Any one or more of the pre-IPO companies in which the Company acquires an equity interest in, or shares of, may not necessarily procure an exit; whether by going public, or by being acquired. Companies may opt to stay private and/or not be acquired. There may be no readily available market to sell such equity interests or shares in any one or more of the subject companies, thereby limiting the potential return of investor capital and/or the potential return on investor capital.

There is no assurance that the equity interests or shares acquired in pre-IPO companies held for resale by the Company or its assigns and/or affiliates will be sold in part or in whole to investors. Equity interests or shares of pre-IPO companies that are made available to investors to purchase may go unsold, which may restrict the intended use of investment capital to make additional investments, using the same capital, as well as expose such holdings of equity interests or shares to the risks inherent to a 'buy and hold strategy' versus a 'buy and sell strategy'.

Risks Related to the Company

The Company is in its development and early growth stages and has limited operating experience. Because of the Company's limited operating history, the Company's historical financial data may be of limited value in estimating future distributions and expenses. Even if the Company accomplishes its objectives, it may not generate the positive cash flows or returns it anticipates. The budgeted expense levels are based in part on the Company's expectations concerning future revenues. Unanticipated problems, expenses and delays are frequently encountered in establishing a new business and developing new facilities. These include, but are not limited to, inadequate funding, competition, facility development, the inability to employ or retain talent, inadequate sales and marketing, and regulatory concerns. The failure by the Company to meet any of these conditions would have a materially adverse effect upon the Company. No assurance can be given that the Company can or will ever be successful in our operations and operate profitably.

The Company's business is dependent on the availability and retention of qualified employees. The Company's success depends in part upon its ability to attract, motivate and retain a number of key qualified employees. The inability to recruit and retain these employees may delay the planned development and production of initial commercial products, which could harm our business.

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The Company's operations are susceptible to factors beyond its control. Various factors beyond our control, including adverse weather conditions, governmental regulation, production, availability, number and geographic location of facilities may affect our costs or cause a disruption in the production process, which could adversely affect the operating results of the facilities.

The Company's success depends on its ability to navigate regulatory and compliance requirements in the financial industries. The related financial industries are highly regulated with strict regulatory and compliance requirements. The Company also expects to face competition from a broad range of new and existing financial management technologies that may adversely impact the Company's growth potential.

The Company may require the licensing and/or acquisition of additional intellectual property required to optimize its business. The Company's success may be dependent, in part, on intellectual property that it will continue to develop, license, and/or acquire from third parties.

Risks Related to Investments Generally

Terrorist attacks, the wars, rising energy prices, the national deficit, the decline in the dollar and Acts of God or other events may affect the Company's business, thereby negatively affecting the Company. The Company's sales, margins and net income are affected by the impact of the current economic, market conditions, and consumer confidence and the effect of initiatives to stimulate economic recovery and to further regulate financial markets (including through changes in taxation) on the cost and availability of funding for the Company. Further, rising energy costs and the increase in the national deficit may have an adverse effect upon the economy in general. Any similar terrorist acts, wars or military conflicts, or other events such as acts of God or other major catastrophes, may have an adverse effect on the economy and the Company.

Compliance with changing regulations of FINRA, corporate governance and SEC disclosure may result in additional expense. Keeping abreast of, and in compliance with, changing laws, regulations and standards relating to corporate governance and private disclosure or SEC regulations affecting private investment in companies, may require an increased amount of management attention and external resources. The Company remains committed to maintaining high standards of governance and disclosure. As a result, the Company intends to invest all reasonably necessary resources to comply with evolving standards, and this investment may result in increased general and administrative expenses and a diversion of management time and attention from revenue generating activities to compliance-related activities.

A significant increase in litigation could have a material adverse effect on the Company's results of operations, financial condition and business prospects. As a member of the financial industry, the Company may be the subject of complaints or litigation from the federal, state, or local government alleging adverse stability or operational concerns or violation of applicable laws. Adverse publicity resulting from these allegations could harm the Company's reputation, regardless of whether the allegations are valid or whether the Company is liable.

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WHO MAY INVEST

The offer and sale of Shares is being made in reliance on exemptions from registration requirements pursuant to Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), Rule 506 as promulgated by the Securities and Exchange Commission ("SEC") under Regulation D and similar exemption provisions of the states in which this offer is made. Accordingly, distribution of this Memorandum is strictly limited to persons who meet the requirements set forth below. The Company reserves the right, in its sole discretion, to declare any prospective Investor ineligible to purchase the Shares. Each prospective purchasing Investor of any Shares is urged to consult his or her own business, financial, or tax advisors before purchasing the Shares.

INVESTOR SUITABILITY REQUIREMENTS

Investment in the Shares involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity in this investment. This investment will be offered and sold only to a limited number of Investors who (i) purchase a minimum of 4,691 Shares at a purchase price of $5.33 per Share for a total of $25,003.03, (ii) represent in writing that they are "accredited investors", and (iii) satisfy the investor suitability requirements established by the Company and as may be required under federal or state law. The Company retains the right, in its sole discretion, to: (a) accept smaller subscriptions; (b) refuse to sell the Shares to any particular prospective investor, or (c) accept subscriptions from a limited number of sophisticated investors.

In the Subscription Agreement, attached hereto as **Exhibit A**, the purchasing Investors must certify that he, she or it is an "accredited investor" and further that he, she or it does not trigger a disqualification under the "bad actor" clause of Rule 506 of Regulation D. Specific questions concerning accredited investor and bad actor status should be directed to the Company. The Subscription Agreement requires each purchasing Investor to represent positively that he, she or it is an "accredited investor" (as defined by Rule 501 of Regulation D under the Securities Act) and not a "bad actor" (as defined by Rule 506(d) of Regulation D under the Securities Act). In addition, the Subscription Agreement requires purchasing Investors to represent positively that, among other requirements, ALL of the following requirements he, she or it satisfies the following suitability standards:

(a) the Investor is able to accommodate the economic risks associated with the purchase of the Shares and the Investor has such knowledge and experience in financial and business matters that the Investor is capable, either on his, her its own or together with his or her advisors and representatives, of evaluating the merits and risks of purchasing the Shares.

(b) prior to the purchase of the Shares, the Company has provided the Investor and his or her or its advisors full and complete access to all information with respect to the Company and its Affiliates, and the Company's proposed activities that the Investor and his or her or its advisors deemed necessary in order to evaluate the merits and risks of a purchase of the Shares; and

(c) the Shares that the Investor is offering to purchase will be purchased solely for his or her account for investment purposes only, and not with the intention of, or for resale in connection with, any distribution thereof.

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If you do not meet the requirements described above or in the Subscription Agreement attached hereto as Exhibit A, do not read further and immediately return this Memorandum to the Company at the address shown on the front cover of this Memorandum. If you do not meet such requirements, this Memorandum shall not constitute an offer to sell the Shares to you.

The investor suitability requirements stated above represent minimum suitability requirements established by the Company for Investors purchasing the Shares. However, satisfaction of these requirements by a prospective investor will not necessarily mean that the Shares are a suitable investment for such prospective investor, or that the Company will accept the prospective investor as a subscriber. Furthermore, the Company, as appropriate, may at any time elect prospectively to impose more stringent investor suitability requirements in its sole discretion.

The written representations made by prospective investors will be reviewed to determine the suitability of each such prospective investor. The Company will have the right, in the sole discretion of the Company, to refuse any subscription for the Shares if the Company believes that a prospective investor does not meet the applicable investor suitability requirements, the Shares otherwise constitute an unsuitable investment for the prospective investor, for any other reason, or for no reason.

HOW TO SUBSCRIBE

Prospective Investors desiring to subscribe for the Shares in exchange for a cash investment must carefully read this Memorandum, the Subscription Agreement, (and any other documents or Exhibits provided with this Memorandum). Then, the prospective Investors must complete, execute and deliver the Subscription Agreement and execute and deliver to the Company a counterpart signature pages to the Company's Shareholders Agreement (the signature page for which is attached to the Subscription Agreement).

Upon receipt of the signed necessary documents, verification of the prospective investor's investment qualification and acceptance of the subscription by the Company in its sole discretion, the Company will notify the prospective Investor in writing of receipt and whether or not it has accepted the subscription. All completed and submitted subscription agreements shall be irrevocable by the prospective Investor.

LEGAL & TAX CONSIDERATIONS

EACH PROSPECTIVE INVESTOR OF THE SECURITIES SHOULD CONSULT WITH THAT INVESTORS' TAX ADVISOR WITH RESPECT TO THE INDIVIDUAL FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF ACQUIRING, HOLDING AND DISPOSING OF THE SECURITIES, IN ADDITION TO ANY TAX CONSEQUENCES RESULTING FROM THE LAWS OF ANY OTHER TAXING JURISDICTION.

LITIGATION

There are no legal actions pending against the Company to the knowledge of the Company and its current Management, are any such proceedings contemplated.

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ADDITIONAL INFORMATION

Prior to the consummation of the Offering, the Company will provide to each prospective investor and such Investor's representatives and advisors, if any, the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information that the Company may possess or can obtain without unreasonable effort or expense that is necessary to verify the accuracy of the information furnished to such prospective investor. Any such questions should be directed to the Company. No other persons have been authorized to give information or to make any representations concerning this Offering, and if given or made, such other information or representations must not be relied upon as having been authorized by the Company.

This Memorandum is intended to present a general outline of the policies and structure of the Company. The Company's organizational documents, which specify the rights and obligations of the Company's Investors, should be reviewed thoroughly by each prospective investor in the Company. The Summary of Terms contained in this Memorandum is necessarily incomplete and is qualified in its entirety by reference to such agreement.

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EXHIBIT A

PREIPO CORPORATION

SUBSCRIPTION AGREEMENT

This Subscription Agreement pertains to the offering by PreIPO Corporation, a Wyoming corporation (the "**Company**") of 1,641,65 shares of common stock (the "**Shares**"), at a purchase price of $5.33 per Share for an aggregate offering of up to $8,750,000.00 (the "**Offering**"). The Company is making this offering solely to accredited investors (as defined under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**").

The undersigned, intending to be legally bound, hereby offers to purchase from the Company, a total of [28,143] Shares for a purchase price of $5.33 per share

The Company will be deemed to have accepted this offer upon execution by it of the Receipt and Acceptance attached to this Subscription Agreement. This subscription is submitted to the Company subject to its acceptance and in accordance with, and subject to the terms and conditions described in, this Subscription Agreement.

1. *Verification of Investor Suitability under Regulation D.* The undersigned understands that in order to subscribe for the Shares in this Offering, the undersigned must be an "accredited investor" as defined in Section 501 of Regulation D under the Securities Act.

2. *Amount and Method of Payment.* The purchase price for the Shares is [One-Hundred-Fifty Thousand and Two] Dollars ($ 150,002.19) and shall be paid by tender of a check made payable to PreIPO Corp., or wire transfer of immediately available funds to the account set forth on the last page hereof in the amount identified above, (the **"Purchase Price"**).

3. *Acceptance of Subscription.*

The undersigned understands and agrees that the Company, in its sole discretion, reserves the right to accept or reject this or any other subscription for Shares in whole or in part at any time prior to the Closing (as defined below).

In the event that this subscription is rejected in whole or in part, the Company shall promptly return all or the applicable portion of the Purchase Price to the undersigned, as the case may be, and this Subscription Agreement shall thereafter have no force or effect except with respect to the portion, if any, of this subscription that is accepted by the Company.

4. *Registration Rights.*

Piggyback Registrations.

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Notice of Registration. If, at any time, the Company proposes to file a Registration Statement with the Securities and Exchange Commission (the "**SEC**") in connection with any public offering of common stock (other than in connection with an initial public offering of common stock), whether for the account of the Company or any other person (other than a Registration Statement on Form S-4 or Form S-8 (or any successor forms under the Securities Act) or other registrations relating solely to employee benefit plans or any transaction governed by Rule 145 under the Securities Act), the Company shall give written notice of such proposed filing and proposed date thereof to each Holder that owns Shares at least fifteen (15) days before the anticipated filing of such Registration Statement, offering such Holder the opportunity to offer and sell its Shares (the "**Registrable Securities**"), by means of the prospectus contained in such Registration Statement. If such Holder desires to have its Registrable Securities registered under such Registration Statement pursuant to this paragraph 4(a), then Holder shall advise the Company thereof in writing within ten (10) days after the date of its receipt of the Company's notice (which request shall set forth the number of Registrable Securities for which registration is requested). Subject to subsection 4(b) hereof, the Company shall include in such Registration Statement, if filed, all Registrable Securities so requested by such Holder to be included so as to permit such securities to be sold or disposed of in the manner and on the terms set forth in such request. Such registration shall hereinafter be called a "Piggyback Registration". Each Holder shall only have one (1) right to elect to exercise a Piggyback Registration. The Company shall have the right at any time to delay or discontinue, without liability to the Holders, any Piggyback Registration under this subsection 4(a) at any time prior to the effective date of the Registration Statement if the proposed offering of common stock contemplated thereunder is discontinued.

Withdrawal Right. Any Holder shall have the right to withdraw its request for inclusion of its Registrable Securities in any Registration Statement pursuant to this subsection 4(a) by giving written notice to the Company of its request to withdraw; provided, however, that (A) such withdrawal request must be made in writing prior to the earlier of the execution of the underwriting agreement or the execution of the custody agreement with respect to such Piggyback Registration and (B) such withdrawal shall be irrevocable and, after making such withdrawal, such Holder shall no longer have any right to include Registrable Securities in the Piggyback Registration from which such Investor withdrew.

1. **Drag-Along Rights**.

(A) In the event that the Company approves a Sale of 10% or more of the Company (the "Drag-Along Transaction"), all Holders will consent to participate in such sale with respect to the same relative percentage being sold or transferred by the Company and raise no objections against any such Drag-Along Transaction; provided Holders receive in such Drag-Along Transaction the Drag-Along Consideration with respect to Holders' participating equity securities in the Drag-Along Transaction. The "Drag-Along Consideration" shall be determined by taking the total consideration payable to the shareholders of the Company, less all expenses in connection with the Drag Along Transaction, and treating such amount as if it were distributed to the Holders. Holders shall be entitled to the same form of consideration, payment terms and security in any Drag-Along Transaction. If the Drag-Along Transaction is structured as a transfer of equity securities, Holders shall Transfer its participating equity securities.

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(B) Holders agree to cooperate with the Company and to take any and all actions reasonably requested by the Company in connection with a Drag-Along Transaction.

(C) Each Holder of the Company shall bear and promptly pay its pro rata share (based upon the value of the consideration payable to such Holder pursuant to such Drag-Along Transaction relative to the aggregate value of the consideration payable to all Holders pursuant to such Drag-Along Transaction) net of transaction costs and expenses associated with any Drag-Along Transaction to the extent such costs are incurred by the Company for the benefit of all Holders and are not otherwise paid by the Company or the acquiring party.

2. Tag-Along Rights.

(A) In the event that any Holders of the Company desire to transfer any equity or equity like securities, directly or indirectly, representing in the aggregate for all Holders from and after the Effective Date at least 10% of the then total outstanding equity securities in the Company (whether in one transaction or a series of transactions, by one or more shareholders acting together or alone, or at one time or over time) in response to a bona fide offer (the "Tag- Along Offer") from a third party (a "Tag-Along Transaction"), then all the other Holders shall have the right (the "Tag-Along Right") to require, as a condition to the proposed Tag-Along Transaction that such proposed bona fide third party purchaser of equity securities also purchase and/or acquire such equity securities from the all the other Holders in the same proportion to all of the equity securities or warrants such other Holders then own, as the number of equity securities that is the subject of the Tag-Along Offer bears to all of the equity securities then outstanding, for an amount of consideration in respect of the other Holders' equity securities equal to the amount of distribution such other Holders would receive pursuant to the distribution provisions of this Agreement. All Holders shall be entitled to the same form of consideration, payment terms and security in connection with any Tag-Along Transaction. In the event of such proposed Transfer by any such Holders, such Holders shall provide written notice (the "Offer Notice") to the Company setting forth the name and address of the prospective transferee and other bona fide terms and conditions upon which the Transfer is contemplated along with copies of all of the relevant documents with respect to such transaction.

(B) The Tag-Along Right provided in this Section may be exercised by the other Holders by delivery of a written notice to the Company (the "Tag-Along Notice"), within fourteen (14) days following receipt by the other Holders from the Company of the Offer Notice. If the other Holders do not deliver a Tag-Along Notice within such fourteen (14) day period, the other Holders shall be deemed to have waived its Tag-Along Right with respect to the proposed Tag-Along Transaction.

(C) All Holders hereby agree to consent to, cooperate, participate in and raise no objections against any such Tag-Along Transaction pursuant to this Section to which the other Holders have exercised Tag-Along Rights in the same manner required as if such Tag-Along Transaction occurred pursuant to Section 1. Drag-Along Rights.

Allocation of Securities Included in Registration Statements. In connection with any Registration Statement in which the Holders have requested to include Registrable Securities, in the case of an

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underwritten public offering, if the managing underwriter(s) of such offering advise(s) or, in the case of a non-underwritten public offering, the Company determines, that the inclusion in such Registration Statement of some or all of the shares sought to be registered thereunder exceeds the number of shares (the **"Saleable Number"**) that can be sold in an orderly fashion without a substantial risk that either the price per share to be derived from such registration, the timing of such registration or the distribution of the Registrable Securities pursuant to such registration will be materially and adversely affected, then the number of shares offered thereunder shall be limited to the Saleable Number and shall be allocated as follows: (i) first, to all the shares of common stock that the Company proposes to register for its own account, (ii) second, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clause (A) above, to the Holders pro rata on the basis of the number of Registrable Securities offered for sale by each Holder, and (C) third, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clauses (A) and (B) above, to all other selling shareholders, pro rata on the basis of the number of shares offered for sale by each such shareholder.

Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to Sections 4(a) that the Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them, and the intended method of disposition of such securities as shall be required to timely effect the registration of their Registrable Securities.

Certain Notices; Suspension of Sales. The Company may, upon written notice to the Holders, suspend the Holders' use of any Prospectus (which is a part of any Registration Statement) for a reasonable period not to exceed ninety (90) days if the Company in its reasonable judgment believes it may possess material non-public information the disclosure of which in its reasonable judgment would have a material adverse effect on the Company and its subsidiaries taken as a whole. Each Holder of Registrable Securities agrees by its acquisition of such Registrable Securities to hold any communication by the Company pursuant to this section 4(d) in confidence.

Amendments. Subject to section 4(d) hereof, the Company shall (i) prepare and file with the SEC such amendments and post-effective amendments to the Registration Statement as may be necessary to keep the Registration Statement effective for the applicable time period required herein, (ii) cause the Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Securities Act, and (iii) comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the intended methods of disposition by the Registering Shareholders set forth in such Registration Statement or Prospectus supplement.

Indemnification. In the event any Registrable Securities are included in a registration statement under Section 4(a):

To the extent permitted by law, the Company will indemnify and hold harmless each Holder and the partners, officers, directors and stockholders of each Holder, any underwriter (as defined in the Securities Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**), against any losses, claims, damages, or liabilities joint or several) to which they

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may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a **"Violation"**) by the Company: (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law in connection with the offering covered by such registration statement; provided however, that the indemnity agreement contained in this Section 4(f)(i) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, partner, officer, director, stockholder, underwriter or controlling person of such Holder.

To the extent permitted by law, each Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualification or compliance is being effected, indemnify and hold harmless the Company, each of its directors, its officers and each person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors, officers or stockholders or any person who controls such Holder, against any losses, claims, damages or liabilities to which the Company or any such person may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder under an instrument duly executed by such Holder and stated to be specifically or use in connection with such registration; and each such Holder will pay as incurred any legal or other expenses reasonably incurred by the Company or any such person in connection with investigating or defending any such loss, claim, damage, liability or action if it is judicially determined that there was such a Violation; provided, however, that the indemnity agreement contained in this Section 4(f)(ii) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld.

Promptly after receipt by an indemnified party under this Section 4(f) of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 4(f), deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the

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indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if materially prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 4(f), but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 4(f).

If the indemnification provided for in this Section 4(f) is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Violation(s) that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The obligations of the Company and Holders under this Section 4(f) shall survive completion of any offering of Registrable Securities in a registration statement and the termination of this Agreement. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

All expenses incurred in connection with a Piggyback Registration (excluding underwriters' and brokers' discounts and commissions), including without limitation, all federal and "blue sky" registration and qualification fees, printers and accounting fees and fees and disbursements of counsel for the Company shall be borne by the Company.

5. *Delivery of the Stock Certificate.*

The Company will execute and deliver certificate(s) representing the Shares to the subscriber within twenty (20) business days after the occurrence of each of the following items: (i) acceptance of the subscription by the Company; and (ii) receipt of the Purchase Price by the Company.

6. *Representations and Warranties.*

The undersigned hereby acknowledges, represents and warrants to, and agrees with, the Company as follows:

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The undersigned understands that the offering and sale of the Shares by the Company to the undersigned is intended to be exempt from registration under the Securities Act by virtue of Section 4(2) of the Securities Act and the provisions of Rule 506 of Regulation D promulgated thereunder and, in accordance therewith and in furtherance thereof, the undersigned represents and warrants to and agrees with the Company as follows:

The undersigned has carefully reviewed this Subscription Agreement and the Purchaser Questionnaire attached as Exhibit "A" hereto and understands the information contained in each such document;

All documents, records and books pertaining to the Company and/or this investment that the undersigned or his purchaser representative has requested have been made available for inspection by him and/or his purchaser representative, attorney, accountant, and other advisor(s);

The undersigned and/or his purchaser representative and advisor(s) have had a reasonable opportunity to ask questions of and receive information and answers from a person or persons acting on behalf of the Company concerning the offering of the Shares and all such questions have been answered and all such information has been provided to the full satisfaction of the undersigned;

Neither the undersigned nor the undersigned's purchaser representative or investment advisors, if any, have been furnished any offering literature and the undersigned and the undersigned's purchaser representative and advisors, if any, have relied only on the information, as described in subparagraphs (ii) and (iii) above, furnished or made available to them by the Company;

No oral or written representations have been made and no oral or written information has been furnished to the undersigned or his purchaser representative or advisor(s) in connection herewith that were in any way inconsistent with the information set forth in this Subscription Agreement;

The undersigned is not subscribing for the Shares as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting;

The undersigned acknowledges that he has either conducted his own independent evaluation of the Company and has analyzed the risks associated with an investment in the Shares or has had his purchaser representative take such actions on his behalf and has based his decision to invest in the Shares on the results of this evaluation and analysis;

The undersigned's overall commitment to investments that are not readily marketable is not disproportionate to the undersigned's net worth and the undersigned's investment in the Company will not cause such overall commitment to become disproportionate to the undersigned's net worth;

If the undersigned is a natural person, the undersigned has reached the age of majority in the jurisdiction in which the undersigned resides, has adequate net worth and means of providing for the undersigned's current financial needs and personal contingencies, is able to bear the substantial economic risks of an investment in the Shares for an indefinite period of time, has no need for

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liquidity in such investment and, at the present time, could afford a complete loss of such investment;

The address set forth below is the undersigned's true and correct residence (or, if not an individual, domiciliary) address;

The undersigned (A) has such knowledge of, and experience in, business and financial matters so as to enable him to utilize the information made available to him in connection with the offering of the Shares in order to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto, (B) the undersigned has carefully evaluated the risks of investing and (C) has the capacity, either alone, or with a professional advisor, to protect his own interests in connection with a purchase of the Shares;

The undersigned is not relying on the Company with respect to the economic considerations of the undersigned relating to this investment. In regard to such considerations, the investor has relied on the advice of, or has consulted with, only his own advisor(s). The undersigned recognizes that the information furnished by the Company does not constitute investment, accounting, legal or tax advice. The undersigned is relying on professional advisors for such advice;

The undersigned is acquiring the Shares solely for his own account as principal, for investment purposes only and not with a view to the resale or distribution thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in such Shares;

The undersigned understands that the certificate(s) evidencing ownership of the Shares and the Warrant Shares and the Warrants will each bear a restrictive legend and have not been registered under the Securities Act or any state securities laws, and may not be sold or transferred unless (i) such sale or transfer is subsequently registered thereunder; (ii) the undersigned shall have delivered to the Company an opinion of counsel (which opinion and counsel shall be reasonably acceptable to the Company) to the effect that the securities to be sold or transferred may be sold or transferred pursuant to an exemption from such registration; or (iii) the securities are sold pursuant to Rule 144 promulgated under the Securities Act (or a successor rule);

The undersigned understands that the price of the Shares has been determined arbitrarily by the Company and may not be indicative of the true value of the Shares. The undersigned understands that no assurances can be given that the Shares could be resold by the Subscriber for the subscription price or any price and he/she/it has made an independent determination of the fairness of the subscription price; and

The undersigned has received a Purchaser Questionnaire, attached as "Exhibit A" hereto. The information provided by the undersigned in the Purchaser Questionnaire is true and correct and the undersigned understands that the Company is relying upon such information in connection with the purchase of the Units by the undersigned.

The undersigned recognizes that an investment in the Shares involves a number of significant risks including, but not limited to, those risks explained to him by his purchaser representative.

The undersigned understands that no federal or state agency has passed upon the Shares or made any finding or determination as to the fairness of this investment in the Shares.

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All information that the undersigned has heretofore furnished and furnishes herewith to the Company are true, correct and complete as of the date of execution of this Subscription Agreement and if there should be any material change in such information prior to the closing of the sale of the Shares (the "**Closing**"), the undersigned will immediately furnish such revised or corrected information to the Company.

The foregoing representations, warranties and agreements, together with all other representations and warranties made or given by the undersigned to the Company in any other written statement or document delivered in connection with the transactions contemplated hereby, shall be true and correct in all respects on and as of the date of the Closing as if made on and as of such date and shall survive such date. If more than one person is signing this Subscription Agreement, each representation, warranty and undertaking herein shall be the joint and several representation, warranty and undertaking of each such person.

7. *Indemnification.*

The undersigned agrees to indemnify and hold harmless the Company and the officers and directors thereof and each other person, if any, who controls the Company, within the meaning of Section 15 of the Securities Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representations or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in any other document furnished by the undersigned to the Company in connection with this transaction.

8. *Additional Information.*

The undersigned hereby acknowledges and agrees that the Company may make or cause to be made such further inquiry and obtain such additional information as it may deem appropriate with regard to the suitability of the undersigned as an investor in the Shares.

9. *Binding Effect.*

The undersigned hereby acknowledges and agrees that, except as provided under applicable state securities laws, the subscription hereunder is irrevocable, that the undersigned is not entitled to cancel, terminate or revoke this Subscription Agreement or any agreements of the undersigned hereunder and that this Subscription Agreement and such other agreements shall survive the death or disability of the undersigned and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns. If the undersigned is more than one person, the obligations of the undersigned hereunder shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his/her/its heirs, executors, administrators, successors, legal representatives and assigns.

10. *Modification.*

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Neither this Subscription Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.

11. *Notices.*

Any notice, demand or other communication that any party hereto may be required, or may elect, to give to any other party hereunder shall be sufficiently given if (a) deposited, postage prepaid, in a United States mailbox, stamped, registered or certified mail, return receipt requested, addressed to such address as may be listed on the books of the Company, or (b) delivered personally at such address.

12. *Counterparts.*

This Subscription Agreement may be executed using separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. This Subscription Agreement may be executed and delivered via electronic facsimile transmission with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another.

13. *Entire Agreement.*

This Subscription Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no representations, covenants or other agreements except as stated or referred to herein.

14. *Severability.*

Each provision of this Subscription Agreement is intended to be severable from every other provision, and the invalidity or illegality of any provision shall not affect the validity or legality of the remaining provisions.

15. *Assignability.*

This Subscription Agreement is not transferable or assignable by the undersigned.

16. *Applicable Law.*

This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming as applied to residents of that jurisdiction executing contracts wholly to be performed therein.

17. *Choice of Jurisdiction.*

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The undersigned agrees that any action or proceeding directly or indirectly relating to or arising out of this Subscription Agreement, any breach hereof, or any transaction covered hereby shall be resolved, whether by arbitration or otherwise, within the State of Wyoming. Accordingly, the party's consent and submit to the jurisdiction of the state courts located within the State of Wyoming or the United States federal courts. The parties further agree that any such relief whatsoever in connection with this Subscription Agreement shall be commenced by such party exclusively in the state courts located within the State of Wyoming or the United States federal courts located in a specifically designated District.

18. *Reimbursement.*

If any action or other proceeding is brought for the enforcement of this Subscription Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Subscription Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding in addition to any other relief to which they may be entitled.

19. *Further Assurances.*

Each of the parties shall execute said documents and other instruments and take such further actions as maybe reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

20. *State Securities Laws.*

Subscribers should also be aware of the following additional considerations:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR THE SECURITIES LAWS OF ANY STATES AND THE SECURITIES ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE DISCLOSURE MATERIALS PRODUCED TO THE SUBSCRIBERS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

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Subscription Information (to be completed by individual subscriber):

Shares Purchased 28,143

Purchase Price of Shares (Number of Shares Purchased x [$ 5.33] per Share) _____

Name(s) in which the Shares is to be registered:

Home/Business Address [redacted] Coral Springs Florida 33065

Mailing Address [redacted] Coral Springs Florida 33065

Form of joint ownership (if applicable). (If one of these items is checked, subscriber and co-subscriber must both sign all documents.):

Tenants-in-Common _____ Joint Tenants _____

IN WITNESS WHEREOF, the undersigned has caused this Subscription Agreement to be duly executed on the 7 day of July 2022.

Brian Lenihan/Axiom Innovations	DocuSigned by: Brian Lenihan [redacted]	[redacted]
Please Print Name of Subscriber	Signature of Subscriber	Social Security Number
Please Print Name of Co-Subscriber	Signature of Co-Subscriber	Social Security Number

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THIS PORTION NOT TO BE COMPLETED BY SUBSCRIBER

RECEIPT AND ACCEPTANCE

CASH OR CHECK AND SUBSCRIPTION AGREEMENT RECEIVED ON 7/7/, 2022.

By: Michael Carney

SUBSCRIPTION ACCEPTED ON 7/7/, 2022.

PreIPO Corporation

DocuSigned by:
By: Michael Carney
Name: Michael Carney
Title: Chief Operating Officer

WIRE TRANSFER INSTRUCTIONS

If Subscriber wishes to wire transfer the purchase price of his Shares, he or she shall wire transfer immediately available funds in the amount of the Purchase Price subscribed for hereunder, as follows:

Bank: Bank of America
Parkland Isles -6101 Coral Ridge Drive.
Coral Springs, Fl33076

Account Name: PreIPO Corp

Account No.: [redacted]7263

Bank Routing No.: 026009593

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Offering by

PreIPO Corporation

PURCHASER QUESTIONNAIRE

You are being asked to complete this Purchaser Questionnaire so that a determination can be made as to whether you are qualified to purchase shares of common stock ("Shares") of PreIPO Corp., a Wyoming corporation (the "Company"), for a purchase price of $5.33 per Share. If the Shares subscribed for are to be owned by more than one person, you and each other co-subscriber must complete a separate Purchaser Questionnaire (except if the co-subscriber is your spouse) and sign the signature page attached hereto. If your spouse is a co-subscriber, you must indicate his or her name and social security number.

Your answers to the questions contained herein must be true and correct. Your answers will be kept confidential; however, by signing this Purchaser Questionnaire, you will be authorizing the Company to present a completed copy of this Purchaser Questionnaire to such parties as it may deem appropriate in order to make certain that the offer and sale of the Shares will not result in a violation of the Securities Act of 1933, as amended (the "Securities Act"), or of the securities laws of any state. Any prospective purchaser may be required to furnish additional information as the Company determines in its sole discretion.

This Purchaser Questionnaire does not constitute an offer to sell or a solicitation of an offer to buy the Shares or any other security of the Company.

All questions must be answered. If the appropriate answer is "None" or "Not applicable," please so state. Please print or type your answers to all questions and attach additional sheets if necessary to complete your answers to any item.

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GENERAL INFORMATION

If Purchaser is an individual:

1. Name(s): Brian Lenihan
2. Age(s): [redacted]
3. Social Security Number:
   Subscriber: [redacted]
   Co-subscriber: _____
4. Home Address: [redacted] Plantation, Florida 33317
5. Business Address: _____
6. Send mail to: [redacted] Coral Springs, Florida 33065
7. Home Telephone: 954-665-8099
8. Business Telephone: 855-383-1923
9. Occupation: Marketing Executive
10. Employer: Axiom Innovations LLC
11. Education (Highest Degree Obtained): Masters

If Purchaser is a corporation, partnership, trust, limited liability company or other entity (an "Entity"):

1. Name of Entity: Axiom Innovations LLC
2. Date of Organization: 6/15/18
3. State of Organization: Florida
4. Taxpayer Identification No.: [redacted]
5. Principal Business Address: 3909 NW 126th Ave, Coral Springs, Florida 33065
6. Telephone: 8553831923
7. Send Mail to: _____

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8. **Other:**_____

FINANCIAL SUITABILITY

To be eligible to purchase the Shares, a subscriber must be an "accredited investor" as defined in Rule 501 under Regulation D promulgated under the Securities Act, which requirements are described below or must not be a "U.S. Person" as defined in Rule 902(o) promulgated under the Securities Act.

In addition, if the subscriber is a corporation or business trust, partnership, trust or employee benefit plan: (i)(a) formed for the specific purpose of acquiring the Shares or (b) having total assets of $5,000,000 or less, then each equity owner of the investing entity must be an accredited investor and must meet the suitability standards for individual investors and EACH EQUITY OWNER MUST COMPLETE AN INDIVIDUAL PURCHASER QUESTIONNAIRE or (ii)(a) not formed for the specific purpose of acquiring the Shares and (b) having total assets of more than $5,000,000, then the investing entity, but not the equity owners of the investing entity, must have the capacity to protect its own interests in connection with an investment in the Shares and the INVESTING ENTITY MUST COMPLETE THIS QUESTIONNAIRE, BUT NO EQUITY OWNER NEED FILL OUT A SEPARATE QUESTIONNAIRE.

To be Completed by Individuals:

The following questions are intended to permit a determination of whether you meet the above suitability standards. Answer all questions "yes" or "no" as they are applicable to your individual situation.

I certify that I have a net worth in excess of $1,000,000 (not including primary residence home equity value).

Yes X No _____

I certify that:

I had an individual income[1] of more than $200,000 in each of the calendar years 2020 and 2021 and I reasonably expect to have an individual income in excess of $200,000 in calendar year 2022; or

DocuSigned by:
Brian Lenihan
[redacted]

[1] For purposes of this Purchase Questionnaire, "individual income" means "adjusted gross income" as reported for federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any interest income received that is tax-exempt under section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040) and (iii) any deduction claimed for depletion under section 611 et seq. of the Code.

I had joint income[2] with my spouse in excess of $300,000 in each of the calendar years 2020 and 2021 and I reasonably expect to have joint income with my spouse in excess of $300,000 in calendar year 2022.

Yes _____ No _____

Are you obligated as an endorser, guarantor, surety, indemnitor or otherwise for any significant contingent liabilities or are there any suits outstanding or litigation or claims pending against you that could adversely and materially affect your financial condition?

Yes _____ No _____
If "Yes," please provide details:

_____

_____

_____

To be completed by Entities:

The following questions are intended to permit a determination of whether the subscriber meets the above suitability standards. Answer all questions "yes" or "no" as they are applicable to the situation of the subscriber.

A. (1) Has the subscribing corporation, partnership, trust or employee benefit plan been formed for the specific purpose of investing in the Shares?

Yes _____ No x

(2) Does the subscribing corporation, partnership, trust or employee benefit plan have total assets of $5,000,000 or less?

Yes x No _____

If the answer to **both** of questions A(1) and A(2) is "No," respond to question **B** below. If the answer to **either** of questions A(1) or A(2) is "Yes," respond to question **C** below.

B. (1) The undersigned entity certifies that it is an "accredited investor" because it falls into the indicated category. Please indicate the appropriate category by CHECKING OR PUTTING YOUR INITIALS ON the appropriate line.

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2 For purpose of this Purchaser Questionnaire, "joint income" means "adjusted gross income" of you and your spouse reported for federal income tax purposes, increased by the following amounts: (i) the amount of any interest income received that is tax-exempt under section 103 of the Code, (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040) and (iii) any deduction claimed for depletion under section 611 et seq. of the Code.

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_____(a) a bank as defined in section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act, whether acting in an individual or fiduciary capacity;

_____(b) a broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934;

_____(c) an insurance company as defined in section 2(13) of the Securities Act;

_____(d) an investment company registered under the Investment Company Act of 1940;

_____(e) a business development company as defined in section 2(a)(48) of the Investment Company Act of 1940;

_____(f) a Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958;

_____(g) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees if such plan has total assets in excess of $5,000,000;

_____(h) an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

_____(i) a private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

_____(j) an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of $5,000,000; or

_____(k) a trust with total assets in excess of $5,000,000, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii).

(2) The undersigned entity has the capacity to protect its own interests in connection with its proposed investment in the Shares.

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Yes _____ No _____

C. The undersigned entity certifies that it is an accredited investor because each of its stockholders, partners or beneficiaries meets at least one of the following categories. Please indicate the relevant categories by CHECKING OR PUTTING YOUR INITIALS ON the appropriate lines.

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_____ (1) The shareholder, partner or beneficiary is a natural person whose individual net worth, or joint net worth[3] with his/her spouse, at the time of his/her purchase exceeds $1,000,000.

_____(2) The shareholder, partner or beneficiary is a natural person who had (A) an individual income in excess of $200,000 for calendar years 2020 and 2021 and who reasonably expects to have an individual income in excess of $200,000 for calendar year 2022 or (B) a joint income with that of his/her spouse in excess of $300,000 for calendar years 2020 and 2021 and who reasonably expects to have a joint income with that of his/her spouse in excess of $300,000 for calendar year 2022.

_____ (3) The shareholder, partner or beneficiary is a corporation, partnership, trust or other entity that meets the description of at least one of the organizations specified in statement B(1) above.

D. Is the subscribing entity obligated as an endorser, guarantor, surety, indemnitor or otherwise for any significant contingent liabilities or are there any suits outstanding or litigation or claims pending against the subscribing entity which could adversely and materially affect its financial condition?

Yes _____ No X

If "Yes," please provide details:

_____

_____

_____

IN WITNESS WHEREOF, the undersigned represents the foregoing information to be true and correct and understands that such information will be relied upon by PreIPO Corp in connection with the purchase of the Shares by the undersigned. This Purchaser Questionnaire is executed the 7th day of July, 2022.

DocuSigned by:

Brian Lenihan

[redacted]

3 For purpose of this Purchaser Questionnaire, "net worth" means the excess of total assets at fair market value, personal property (but not including primary residence home equity value), over total liabilities, including mortgages and income taxes on unrealized appreciation of assets.

Print Name of Subscribing Entity or Individual

DocuSigned by:
By: Brian Lenihan
Name: Brian Lenihan
Title:

Print Name of joint person

By:
Name:
Title:

Print Name of joint person

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EXHIBIT B

INVESTORS PRESENTATION

(AVAILABLE UPON REQUEST)

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EXHIBIT C

CAPITALIZATION TABLE

(AVAILABLE UPON REQUEST)

Issued to: Quang Viet Tran Ho Memorandum No. 1003

PreIPO Corporation

(A Wyoming Corporation)

PreIPO

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

This Confidential Private Placement Memorandum (the "Memorandum") describes the private offering (the "Offering") to accredited investors ("Owners" or "Investors") of Shares of common stock (the "Shares") in PreIPO Corporation (the "Company"). The securities being offered have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered and sold in reliance on exemptions from registration requirements pursuant to Section 4(2) of the Securities Act, Rule 506 as promulgated by the Securities and Exchange Commission ("SEC") and similar exemption provisions of the states in which this offer is made. This Offering is being made only to accredited investors, as defined in Rule 501 of Regulation D promulgated under the Securities Act.

THESE SECURITIES ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK. PROSPECTIVE INVESTORS SHOULD REVIEW THE INFORMATION SET FORTH IN THIS MEMORANDUM BEFORE SUBSCRIBING TO PURCHASE SECURITIES. SEE "RISK FACTORS" BEGINNING ON PAGE 4 OF THIS MEMORANDUM.

The date of this Confidential Private Placement Memorandum is March 1, 2022

NOTICE TO PROSPECTIVE INVESTORS

Offering Details. Before purchasing the Common Stock of the Company, you should carefully read this Memorandum and consider various **"RISK FACTORS", "INVESTOR SUITABILITY REQUIREMENTS"** and other considerations discussed in this Memorandum. Capitalized but undefined terms used in this Memorandum have the meaning set forth in the Subscription Agreement (the "Subscription Agreement"), a copy of which is attached as Exhibit A to this Memorandum.

THE SECURITIES WILL BE SOLD ONLY TO INVESTORS WHO ARE "ACCREDITED INVESTORS" (AS THAT TERM IS DEFINED PURSUANT TO RULE 501 OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED).

BY ACCEPTING DELIVERY OF THIS MEMORANDUM, THE RECIPIENT INVESTOR AGREES TO RETURN THIS MEMORANDUM AND ALL OTHER DOCUMENTS TO THE COMPANY IF THE INVESTOR ELECTS NOT TO PURCHASE ANY OF THE SECURITIES OR IF THE COMPANY ELECTS NOT TO SELL THE SECURITIES TO THAT INVESTOR, OR IF THE OFFERING IS WITHDRAWN. DELIVERY OF THIS MEMORANDUM TO ANYONE OTHER THAN AN INVESTOR OR SUCH INVESTOR'S PURCHASER REPRESENTATIVE, IF ANY, IS UNAUTHORIZED, AND ANY REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, WITHOUT THE PRIOR CONSENT OF THE COMPANY IS PROHIBITED. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO PURCHASE THE OFFERED SECURITIES, NOR SHALLTHERE BE ANY SALE OF THE OFFERED SECURITIES IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL.

THERE IS CURRENTLY NO PUBLIC MARKET FOR THE SECURITIES. A PURCHASER OF SECURITIES WILL BE REQUIRED TO REPRESENT THAT THE SECURITIES ARE BEING ACQUIRED FOR INVESTMENT PURPOSES AND NOT WITH AN INTENTION OF SALE OR DISTRIBUTION, AND A PURCHASER WILL NOT BE ABLE TO RESELL THE SECURITIES UNLESS SUCH SHARES ARE REGISTERED PURSUANT TO THE ACT AND QUALIFIED PURSUANT TO THE APPLICABLE STATE STATUTES (OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE). ANY PURCHASER OF SECURITIES DESIRING TO TRANSFER HIS/HER/ITS UNREGISTERED SECURITIES MUST FURNISH THE COMPANY WITH AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL TO THE EFFECT THAT THE PROPOSED TRANSFER IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND DOES NOT VIOLATE FEDERAL OR STATE SECURITIES LAWS.

THIS OFFERING MAY BE WITHDRAWN OR MODIFIED AT ANY TIME BEFORE TERMINATION OF THE OFFERING AND IS SPECIFICALLY MADE SUBJECT TO THE TERMS DESCRIBED IN THIS MEMORANDUM. THE COMPANY RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTION, IN WHOLE OR IN PART.

NO GENERAL SOLICITATION OR ADVERTISEMENT IN ANY FORM MAY BE USED IN

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THIS OFFERING. THE COMPANY SHALL MAKE AVAILABLE TO EACH INVESTOR AND SUCH INVESTOR'S PURCHASER REPRESENTATIVE, IF ANY, DURING THIS OFFERING AND PRIOR TO THE SALE OF ANY SECURITIES, THE OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, ANY PERSONS AUTHORIZED TO ACT

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ON BEHALF OF THE COMPANY CONCERNING ANY ASPECT OF THE COMPANY OR ITS ACTIVITIES, AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION, OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE. NO PERSON IS AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT SPECIFIED IN THIS MEMORANDUM AND, IF PROVIDED OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY.

PROSPECTIVE INVESTOR PURCHASERS OF THE SECURITIES ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, TAX, OR INVESTMENT ADVICE. EACH PROSPECTIVE INVESTOR PURCHASER OF SECURITIES IS URGED TO CONSULT SUCH INVESTOR'S LEGAL COUNSEL, ACCOUNTANT OR BUSINESS ADVISOR AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING ANY POSSIBLE PURCHASE OF THE SECURITIES. THE DELIVERY OF THIS MEMORANDUM AT ANY TIME DOES NOT IMPLY THAT THE INFORMATION SPECIFIED IN THIS MEMORANDUM IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS MEMORANDUM.

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PreIPO CORPORATION

SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS

Some of the statements contained in this Memorandum and Exhibits hereto constitute forward looking statements. These statements involve known and unknown risks, significant uncertainties and other factors which may cause actual plans, results, levels of activity, performance or achievements to be materially different from any future plans, results, levels of activity, performance or achievements expressed or implied by such forward looking statements. Such factors include, among other things, those listed under "**RISK FACTORS**" and elsewhere in this Memorandum. In some cases, you can identify the forward looking statements by terminology such as "may," "will," "should," "could," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential" or "continue" or the negative of such terms or other comparable terminology.

Although the Company believes that the expectations reflected in the forward looking statements are reasonable, the Company cannot guarantee future results, levels of activity, performance or achievements. The forward-looking statements and associated risks set forth in the Memorandum include or relate to: (i) the ability of the Company to obtain sufficient capital to fund its operation: (ii) the ability of the Company to obtain meaningful consumer acceptance and a successful market for the product on a national and international basis at competitive prices, (iii) the ability of the Company to develop and maintain an effective sales network, (iv) success of the Company in forecasting demand for its product, (v) the ability of the Company to maintain pricing and thereby maintain adequate profit margins, and (vi) the ability of the Company to achieve adequate intellectual property protection.

Such forward-looking statements are based on assumptions that there will be no material adverse competitive or technological change in condition of the Company's business, that there will be a demand for the Company's product, that the Company's forecasts accurately anticipate market demand, that there will be no material adverse change in the Company's operations, business or governmental regulation affecting the Company or its suppliers. The foregoing assumptions are based on judgments with respect to, among other things, future economic, competitive and market conditions, and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the Company's control. Accordingly, although the Company believes that the assumptions underlying the forward-looking statements are reasonable, any or all of such assumption could prove to be inaccurate and therefore there can be no assurance that the results contemplated in forward-looking statements will be realized. In addition, as disclosed elsewhere in the "**RISK FACTORS**" section of this Memorandum, there are a number of other risks inherent in the Company's business and operations which could cause the Company's operating results to vary markedly and adversely from prior results or the results contemplated by the forward-looking statements. Management decisions, including financial forecasts, are subjective in many respects and periodic revisions must be made to reflect actual conditions and business developments, the impact of which may cause the Company to alter its marketing, capital investment and other expenditures, which may also materially adversely affect the Company's results of operations. In light of significant uncertainties inherent in forward-looking information included in this Memorandum, the inclusion of such information should not be regarded as a representation by the Company or any other person that the Company's objectives or plans will be achieved.

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SUMMARY OF THE OFFERING

THIS SUMMARY IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO, AND SHOULD BE READ IN CONJUNCTION WITH, THE MORE DETAILED INFORMATION APPEARING ELSEWHERE IN THIS MEMORANDUM AND THE EXHIBITS HERETO. ALL PROSPECTIVE PURCHASERS OF SECURITIES SHOULD CAREFULLY REVIEW THE ENTIRE CONTENTS OF THE MEMORANDUM AND THE EXHIBITS ATTACHED HERETO INDIVIDUALLY AND WITH THEIR OWN TAX, LEGAL AND BUSINESS ADVISORS.

Capitalized terms used in this Memorandum not otherwise defined in this Memorandum are defined in the Subscription Documents or the Company Indenture documents.

The Company:	PreIPO Corporation, (the "Company") was incorporated on March 8,2021. The Company's principal business address is 309 Fifth Avenue, New York, NY 10016
Business of the Company:	The Company has been formed to a specialized exchange for private securities and to develop digital tools to become the leading destination for investors, issuers and intermediaries to buy and sell private stock in high-demand companies with compliance, convenience and cost efficiency for all parties.
The Offering:	The Company is offering (the "Offering") to sell shares of common stock in the Company ("Shares") to accredited investors ("Owners" or "Investors").
Risk Factors:	A purchase of the Company's Shares involves significant risks that must be considered carefully by any Investor who may potentially purchase any Shares. See "Risk Factors" on Page 4.
Accredited Investors:	The Offering is being made privately to the Investors; provided, however, only Investors who are "Accredited Investors," as that term is defined in Rule 501 of Regulation D under the Securities Act, and a limited number of sophisticated investors, as determined by the Company, may invest in the Shares.
Offering Size:	The Company is seeking to sell up to $8,750,000 in Shares at $5.33per Share as part of an Initial Financing.
Term of the Offering:	The Offering is to commence on or about March 9, 2022 and continue until terminated by the Company.
Use of Proceeds:	Proceeds from the Offering will be used to pay the costs of the Offering, for working capital, including, expansion of the management team development of the operating platform and business-related costs and expenses.

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To Purchase Offered Shares:	To purchase the Company's Shares, the Investor must (i) complete, execute and deliver to the Company the Subscription Agreement attached to this Memorandum as Exhibit A, (ii) execute and deliver to the Company a counterpart signature pages to the Company's Shareholders Agreement (the signature page for which is attached to the Subscription Agreement) and (iii) pay the subscription price for the Shares being purchased.
Subscription Instructions:	Subscription instructions including wire transfer and questionnaire information are included .

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RISK FACTORS

THE INVESTMENT OFFERED BY THIS MEMORANDUM CARRIES A SIGNIFICANT DEGREE OF RISK. AN INVESTMENT IN THE SECURITIES IS SUITABLE ONLY AS A LONG-TERM INVESTMENT FOR PERSONS OF ADEQUATE FINANCIAL MEANS WHO HAVE NO NEED FOR LIQUIDITY WITH RESPECT TO THE INVESTMENT. AS A PROSPECTIVE INVESTOR, IF YOU ARE CONSIDERING SUBSCRIBING FOR THE SECURITIES, YOU SHOULD EVALUATE THE FOLLOWING RISK FACTORS IN ADDITION TO THE OTHER INFORMATION IN THIS MEMORANDUM, PRIOR TO MAKING YOUR INVESTMENT DECISION.

The risk factors set forth in this Memorandum apply to the Company. The risks and uncertainties described below are not the only ones facing the Company. Additional risks and uncertainties that are not presently known or that the Company currently deems immaterial may also impair the Company's business operations, including risks and uncertainties generally applicable to companies that are involved in the medical/healthcare industry. If any of the following risks occur, they could materially adversely affect the Company's business, financial condition or operating results.

Offering and Investment Related Risks

The Common Shares (the "Shares") have not been registered and do not have an established trading market, which may negatively affect its market value and your ability to transfer or sell your Shares. There is no organized public market for the Shares, and it is not expected that any organized public market will develop in the near future. The Shares are a new issue of securities with no established trading market. An active trading market for the Shares may not develop or, even if it develops, may not last, in which case the trading price of the Shares could be adversely affected and your ability to transfer your Shares will be limited.

The market value of the Shares could be substantially affected by various factors. The market value of the Shares may depend on many factors, including:

- the market for similar securities;
- general economic conditions; and
- our financial condition, performance and prospects.

There is no guarantee the Company will secure a return to its Owners. The Company may never be able to secure a return on its capital assets and Investors may lose some or all of their investment. While market indicators appear to be positive (based on its internal market research) there is no guarantee that the market will not change or that the Company may not be able to take advantage of existing or potential market opportunities.

Investors will be relying on the judgment of the Company's Management regarding our use of proceeds. Pursuant to the Investors Presentation on Exhibit B, the Company has certain uses for the net proceeds from our sale of the Shares described in this Memorandum. The Company expects to use the net proceeds for general corporate purposes, including working capital, capital expenditures, and for investment in expansion efforts. Investors will be relying on the judgment of the Management regarding the application of the proceeds. Management will apply the proceeds of this Offering as directed by the Board of Directors without the approval of the Investors.

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The Company may need to raise additional capital in the immediate future. Following this Offering, if the maximum amount is raised, the Company believes its cash resources will be sufficient to fund planned operations and expansion for the immediate future. However, the Company may need additional capital within the proceeding twelve (12) months. If the Company raises additional capital through the issuance of debt securities, the interests of participating shareholders of the Company would be subordinated to the interests of debtholders and any interest payments would reduce the amount of cash available to operate and grow the business. If the Company raises additional capital through the sale of equity securities, the ownership of the participating shareholders of the Company would be diluted. Additionally, the Company does not know whether any financing, if obtained, will be adequate to meet capital needs and to support future growth.

Risks Related to the Company

The Company is in its development and early growth stages and has limited operating experience. Because of the Company's limited operating history, the Company's historical financial data may be of limited value in estimating future distributions and expenses. Even if the Company accomplishes its objectives, it may not generate the positive cash flows or returns it anticipates. The budgeted expense levels are based in part on the Company's expectations concerning future revenues. Unanticipated problems, expenses and delays are frequently encountered in establishing a new business and developing new facilities. These include, but are not limited to, inadequate funding, competition, facility development, the inability to employ or retain talent, inadequate sales and marketing, and regulatory concerns. The failure by the Company to meet any of these conditions would have a materially adverse effect upon the Company. No assurance can be given that the Company can or will ever be successful in our operations and operate profitably.

The Company's business is dependent on the availability and retention of qualified employees. The Company's success depends in part upon its ability to attract, motivate and retain a number of key qualified employees. The inability to recruit and retain these employees may delay the planned development and production of initial commercial products, which could harm our business.

The Company's operations are susceptible to factors beyond its control. Various factors beyond our control, including adverse weather conditions, governmental regulation, production, availability, number and geographic location of facilities may affect our costs or cause a disruption in the production process, which could adversely affect the operating results of the facilities.

The Company's success depends on its ability to navigate regulatory and compliance requirements in the financial industries. The related financial industries are highly regulated with strict regulatory and compliance requirements. The Company also expects to face competition from a broad range of new and existing financial management technologies that may adversely impact the Company's growth potential.

The Company may require the licensing and/or acquisition of additional intellectual property required to optimize its business. The Company's success may be dependent, in part, on intellectual property that it will continue to develop, license, and/or acquire from third parties.

Risks Related to Investments Generally

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Terrorist attacks, the wars, rising energy prices, the national deficit, the decline in the dollar and Acts of God or other events may affect the Company's business, thereby negatively affecting the Company. The Company's sales, margins and net income are affected by the impact of the current economic, market conditions, and consumer confidence and the effect of initiatives to stimulate economic recovery and to further regulate financial markets (including through changes in taxation) on the cost and availability of funding for the Company. Further, rising energy costs and the increase in the national deficit may have an adverse effect upon the economy in general. Any similar terrorist acts, wars or military conflicts, or other events such as acts of God or other major catastrophes, may have an adverse effect on the economy and the Company.

Compliance with changing regulations of FINRA, corporate governance and SEC disclosure may result in additional expense. Keeping abreast of, and in compliance with, changing laws, regulations and standards relating to corporate governance and private disclosure or SEC regulations affecting private investment in companies, may require an increased amount of management attention and external resources. The Company remains committed to maintaining high standards of governance and disclosure. As a result, the Company intends to invest all reasonably necessary resources to comply with evolving standards, and this investment may result in increased general and administrative expenses and a diversion of management time and attention from revenue generating activities to compliance-related activities.

A significant increase in litigation could have a material adverse effect on the Company's results of operations, financial condition and business prospects. As a member of the financial industry, the Company may be the subject of complaints or litigation from the federal, state, or local government alleging adverse stability or operational concerns or violation of applicable laws. Adverse publicity resulting from these allegations could harm the Company's reputation, regardless of whether the allegations are valid or whether the Company is liable.

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WHO MAY INVEST

The offer and sale of Shares is being made in reliance on exemptions from registration requirements pursuant to Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), Rule 506 as promulgated by the Securities and Exchange Commission ("SEC") under Regulation D and similar exemption provisions of the states in which this offer is made. Accordingly, distribution of this Memorandum is strictly limited to persons who meet the requirements set forth below. The Company reserves the right, in its sole discretion, to declare any prospective Investor ineligible to purchase the Shares. Each prospective purchasing Investor of any Shares is urged to consult his or her own business, financial, or tax advisors before purchasing the Shares.

INVESTOR SUITABILITY REQUIREMENTS

Investment in the Shares involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity in this investment. This investment will be offered and sold only to a limited number of Investors who (i) purchase a minimum of 4,691 Shares at a purchase price of $5.33 per Share for a total of $25,003.03, (ii) represent in writing that they are "accredited investors", and (iii) satisfy the investor suitability requirements established by the Company and as may be required under federal or state law. The Company retains the right, in its sole discretion, to: (a) accept smaller subscriptions; (b) refuse to sell the Shares to any particular prospective investor, or (c) accept subscriptions from a limited number of sophisticated investors.

In the Subscription Agreement, attached hereto as **Exhibit A**, the purchasing Investors must certify that he, she or it is an "accredited investor" and further that he, she or it does not trigger a disqualification under the "bad actor" clause of Rule 506 of Regulation D. Specific questions concerning accredited investor and bad actor status should be directed to the Company. The Subscription Agreement requires each purchasing Investor to represent positively that he, she or it is an "accredited investor" (as defined by Rule 501 of Regulation D under the Securities Act) and not a "bad actor" (as defined by Rule 506(d) of Regulation D under the Securities Act). In addition, the Subscription Agreement requires purchasing Investors to represent positively that, among other requirements, ALL of the following requirements he, she or it satisfies the following suitability standards:

(a) the Investor is able to accommodate the economic risks associated with the purchase of the Shares and the Investor has such knowledge and experience in financial and business matters that the Investor is capable, either on his, her its own or together with his or her advisors and representatives, of evaluating the merits and risks of purchasing the Shares.

(b) prior to the purchase of the Shares, the Company has provided the Investor and his or her or its advisors full and complete access to all information with respect to the Company and its Affiliates, and the Company's proposed activities that the Investor and his or her or its advisors deemed necessary in order to evaluate the merits and risks of a purchase of the Shares; and

(c) the Shares that the Investor is offering to purchase will be purchased solely for his or her account for investment purposes only, and not with the intention of, or for resale in connection with, any distribution thereof.

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If you do not meet the requirements described above or in the Subscription Agreement attached hereto as Exhibit A, do not read further and immediately return this Memorandum to the Company at the address shown on the front cover of this Memorandum. If you do not meet such requirements, this Memorandum shall not constitute an offer to sell the Shares to you.

The investor suitability requirements stated above represent minimum suitability requirements established by the Company for Investors purchasing the Shares. However, satisfaction of these requirements by a prospective investor will not necessarily mean that the Shares are a suitable investment for such prospective investor, or that the Company will accept the prospective investor as a subscriber. Furthermore, the Company, as appropriate, may at any time elect prospectively to impose more stringent investor suitability requirements in its sole discretion.

The written representations made by prospective investors will be reviewed to determine the suitability of each such prospective investor. The Company will have the right, in the sole discretion of the Company, to refuse any subscription for the Shares if the Company believes that a prospective investor does not meet the applicable investor suitability requirements, the Shares otherwise constitute an unsuitable investment for the prospective investor, for any other reason, or for no reason.

HOW TO SUBSCRIBE

Prospective Investors desiring to subscribe for the Shares in exchange for a cash investment must carefully read this Memorandum, the Subscription Agreement, (and any other documents or Exhibits provided with this Memorandum). Then, the prospective Investors must complete, execute and deliver the Subscription Agreement and execute and deliver to the Company a counterpart signature pages to the Company's Shareholders Agreement (the signature page for which is attached to the Subscription Agreement).

Upon receipt of the signed necessary documents, verification of the prospective investor's investment qualification and acceptance of the subscription by the Company in its sole discretion, the Company will notify the prospective Investor in writing of receipt and whether or not it has accepted the subscription. All completed and submitted subscription agreements shall be irrevocable by the prospective Investor.

LEGAL & TAX CONSIDERATIONS

EACH PROSPECTIVE INVESTOR OF THE SECURITIES SHOULD CONSULT WITH THAT INVESTORS' TAX ADVISOR WITH RESPECT TO THE INDIVIDUAL FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF ACQUIRING, HOLDING AND DISPOSING OF THE SECURITIES, IN ADDITION TO ANY TAX CONSEQUENCES RESULTING FROM THE LAWS OF ANY OTHER TAXING JURISDICTION.

LITIGATION

There are no legal actions pending against the Company to the knowledge of the Company and its current Management, are any such proceedings contemplated.

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ADDITIONAL INFORMATION

Prior to the consummation of the Offering, the Company will provide to each prospective investor and such Investor's representatives and advisors, if any, the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information that the Company may possess or can obtain without unreasonable effort or expense that is necessary to verify the accuracy of the information furnished to such prospective investor. Any such questions should be directed to the Company. No other persons have been authorized to give information or to make any representations concerning this Offering, and if given or made, such other information or representations must not be relied upon as having been authorized by the Company.

This Memorandum is intended to present a general outline of the policies and structure of the Company. The Company's organizational documents, which specify the rights and obligations of the Company's Investors, should be reviewed thoroughly by each prospective investor in the Company. The Summary of Terms contained in this Memorandum is necessarily incomplete and is qualified in its entirety by reference to such agreement.

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EXHIBIT A

PREIPO CORPORATION

SUBSCRIPTION AGREEMENT

This Subscription Agreement pertains to the offering by PreIPO Corporation, a Wyoming corporation (the "**Company**") of 1,641,65 shares of common stock (the "**Shares**"), at a purchase price of $5.33 per Share for an aggregate offering of up to $8,750,000.00 (the "**Offering**"). The Company is making this offering solely to accredited investors (as defined under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**").

The undersigned, intending to be legally bound, hereby offers to purchase from the Company, a total of [10,000] Shares for a purchase price of [$53,300.00].

The Company will be deemed to have accepted this offer upon execution by it of the Receipt and Acceptance attached to this Subscription Agreement. This subscription is submitted to the Company subject to its acceptance and in accordance with, and subject to the terms and conditions described in, this Subscription Agreement.

1. *Verification of Investor Suitability under Regulation D.* The undersigned understands that in order to subscribe for the Shares in this Offering, the undersigned must be an "accredited investor" as defined in Section 501 of Regulation D under the Securities Act.

2. *Amount and Method of Payment.* The purchase price for the Shares is [Fifty three thousand three hundred dollar] Dollars ($53,300.00) and shall be paid by tender of a check made payable to PreIPO Corp., or wire transfer of immediately available funds to the account set forth on the last page hereof in the amount identified above, (the **"Purchase Price"**).

3. *Acceptance of Subscription.*

The undersigned understands and agrees that the Company, in its sole discretion, reserves the right to accept or reject this or any other subscription for Shares in whole or in part at any time prior to the Closing (as defined below).

In the event that this subscription is rejected in whole or in part, the Company shall promptly return all or the applicable portion of the Purchase Price to the undersigned, as the case may be, and this Subscription Agreement shall thereafter have no force or effect except with respect to the portion, if any, of this subscription that is accepted by the Company.

4. *Registration Rights.*

Piggyback Registrations.

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Notice of Registration. If, at any time, the Company proposes to file a Registration Statement with the Securities and Exchange Commission (the "**SEC**") in connection with any public offering of common stock (other than in connection with an initial public offering of common stock), whether for the account of the Company or any other person (other than a Registration Statement on Form S-4 or Form S-8 (or any successor forms under the Securities Act) or other registrations relating solely to employee benefit plans or any transaction governed by Rule 145 under the Securities Act), the Company shall give written notice of such proposed filing and proposed date thereof to each Holder that owns Shares at least fifteen (15) days before the anticipated filing of such Registration Statement, offering such Holder the opportunity to offer and sell its Shares (the **"Registrable Securities"**), by means of the prospectus contained in such Registration Statement. If such Holder desires to have its Registrable Securities registered under such Registration Statement pursuant to this paragraph 4(a), then Holder shall advise the Company thereof in writing within ten (10) days after the date of its receipt of the Company's notice (which request shall set forth the number of Registrable Securities for which registration is requested). Subject to subsection 4(b) hereof, the Company shall include in such Registration Statement, if filed, all Registrable Securities so requested by such Holder to be included so as to permit such securities to be sold or disposed of in the manner and on the terms set forth in such request. Such registration shall hereinafter be called a "Piggyback Registration". Each Holder shall only have one (1) right to elect to exercise a Piggyback Registration. The Company shall have the right at any time to delay or discontinue, without liability to the Holders, any Piggyback Registration under this subsection 4(a) at any time prior to the effective date of the Registration Statement if the proposed offering of common stock contemplated thereunder is discontinued.

Withdrawal Right. Any Holder shall have the right to withdraw its request for inclusion of its Registrable Securities in any Registration Statement pursuant to this subsection 4(a) by giving written notice to the Company of its request to withdraw; provided, however, that (A) such withdrawal request must be made in writing prior to the earlier of the execution of the underwriting agreement or the execution of the custody agreement with respect to such Piggyback Registration and (B) such withdrawal shall be irrevocable and, after making such withdrawal, such Holder shall no longer have any right to include Registrable Securities in the Piggyback Registration from which such Investor withdrew.

1. Drag-Along Rights.

(A) In the event that the Company approves a Sale of 10% or more of the Company (the "Drag-Along Transaction"), all Holders will consent to participate in such sale with respect to the same relative percentage being sold or transferred by the Company and raise no objections against any such Drag-Along Transaction; provided Holders receive in such Drag-Along Transaction the Drag-Along Consideration with respect to Holders' participating equity securities in the Drag-Along Transaction. The "Drag-Along Consideration" shall be determined by taking the total consideration payable to the shareholders of the Company, less all expenses in connection with the Drag Along Transaction, and treating such amount as if it were distributed to the Holders. Holders shall be entitled to the same form of consideration, payment terms and security in any Drag-Along Transaction. If the Drag-Along Transaction is structured as a transfer of equity securities, Holders shall Transfer its participating equity securities.

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(B) Holders agree to cooperate with the Company and to take any and all actions reasonably requested by the Company in connection with a Drag-Along Transaction.

(C) Each Holder of the Company shall bear and promptly pay its pro rata share (based upon the value of the consideration payable to such Holder pursuant to such Drag-Along Transaction relative to the aggregate value of the consideration payable to all Holders pursuant to such Drag-Along Transaction) net of transaction costs and expenses associated with any Drag-Along Transaction to the extent such costs are incurred by the Company for the benefit of all Holders and are not otherwise paid by the Company or the acquiring party.

2. Tag-Along Rights.

(A) In the event that any Holders of the Company desire to transfer any equity or equity like securities, directly or indirectly, representing in the aggregate for all Holders from and after the Effective Date at least 10% of the then total outstanding equity securities in the Company (whether in one transaction or a series of transactions, by one or more shareholders acting together or alone, or at one time or over time) in response to a bona fide offer (the "Tag- Along Offer") from a third party (a "Tag-Along Transaction"), then all the other Holders shall have the right (the "Tag-Along Right") to require, as a condition to the proposed Tag-Along Transaction that such proposed bona fide third party purchaser of equity securities also purchase and/or acquire such equity securities from the all the other Holders in the same proportion to all of the equity securities or warrants such other Holders then own, as the number of equity securities that is the subject of the Tag-Along Offer bears to all of the equity securities then outstanding, for an amount of consideration in respect of the other Holders' equity securities equal to the amount of distribution such other Holders would receive pursuant to the distribution provisions of this Agreement. All Holders shall be entitled to the same form of consideration, payment terms and security in connection with any Tag-Along Transaction. In the event of such proposed Transfer by any such Holders, such Holders shall provide written notice (the "Offer Notice") to the Company setting forth the name and address of the prospective transferee and other bona fide terms and conditions upon which the Transfer is contemplated along with copies of all of the relevant documents with respect to such transaction.

(B) The Tag-Along Right provided in this Section may be exercised by the other Holders by delivery of a written notice to the Company (the "Tag-Along Notice"), within fourteen (14) days following receipt by the other Holders from the Company of the Offer Notice. If the other Holders do not deliver a Tag-Along Notice within such fourteen (14) day period, the other Holders shall be deemed to have waived its Tag-Along Right with respect to the proposed Tag-Along Transaction.

(C) All Holders hereby agree to consent to, cooperate, participate in and raise no objections against any such Tag-Along Transaction pursuant to this Section to which the other Holders have exercised Tag-Along Rights in the same manner required as if such Tag-Along Transaction occurred pursuant to Section 1. Drag-Along Rights.

Allocation of Securities Included in Registration Statements. In connection with any Registration Statement in which the Holders have requested to include Registrable Securities, in the case of an

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underwritten public offering, if the managing underwriter(s) of such offering advise(s) or, in the case of a non-underwritten public offering, the Company determines, that the inclusion in such Registration Statement of some or all of the shares sought to be registered thereunder exceeds the number of shares (the **"Saleable Number")** that can be sold in an orderly fashion without a substantial risk that either the price per share to be derived from such registration, the timing of such registration or the distribution of the Registrable Securities pursuant to such registration will be materially and adversely affected, then the number of shares offered thereunder shall be limited to the Saleable Number and shall be allocated as follows: (i) first, to all the shares of common stock that the Company proposes to register for its own account, (ii) second, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clause (A) above, to the Holders pro rata on the basis of the number of Registrable Securities offered for sale by each Holder, and (C) third, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clauses (A) and (B) above, to all other selling shareholders, pro rata on the basis of the number of shares offered for sale by each such shareholder.

Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to Sections 4(a) that the Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them, and the intended method of disposition of such securities as shall be required to timely effect the registration of their Registrable Securities.

Certain Notices; Suspension of Sales. The Company may, upon written notice to the Holders, suspend the Holders' use of any Prospectus (which is a part of any Registration Statement) for a reasonable period not to exceed ninety (90) days if the Company in its reasonable judgment believes it may possess material non-public information the disclosure of which in its reasonable judgment would have a material adverse effect on the Company and its subsidiaries taken as a whole. Each Holder of Registrable Securities agrees by its acquisition of such Registrable Securities to hold any communication by the Company pursuant to this section 4(d) in confidence.

Amendments. Subject to section 4(d) hereof, the Company shall (i) prepare and file with the SEC such amendments and post-effective amendments to the Registration Statement as may be necessary to keep the Registration Statement effective for the applicable time period required herein, (ii) cause the Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Securities Act, and (iii) comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the intended methods of disposition by the Registering Shareholders set forth in such Registration Statement or Prospectus supplement.

Indemnification. In the event any Registrable Securities are included in a registration statement under Section 4(a):

To the extent permitted by law, the Company will indemnify and hold harmless each Holder and the partners, officers, directors and stockholders of each Holder, any underwriter (as defined in the Securities Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**), against any losses, claims, damages, or liabilities joint or several) to which they

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may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a **"Violation"**) by the Company: (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law in connection with the offering covered by such registration statement; provided however, that the indemnity agreement contained in this Section 4(f)(i) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, partner, officer, director, stockholder, underwriter or controlling person of such Holder.

To the extent permitted by law, each Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualification or compliance is being effected, indemnify and hold harmless the Company, each of its directors, its officers and each person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors, officers or stockholders or any person who controls such Holder, against any losses, claims, damages or liabilities to which the Company or any such person may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder under an instrument duly executed by such Holder and stated to be specifically or use in connection with such registration; and each such Holder will pay as incurred any legal or other expenses reasonably incurred by the Company or any such person in connection with investigating or defending any such loss, claim, damage, liability or action if it is judicially determined that there was such a Violation; provided, however, that the indemnity agreement contained in this Section 4(f)(ii) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld.

Promptly after receipt by an indemnified party under this Section 4(f) of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 4(f), deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the

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indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if materially prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 4(f), but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 4(f).

If the indemnification provided for in this Section 4(f) is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Violation(s) that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The obligations of the Company and Holders under this Section 4(f) shall survive completion of any offering of Registrable Securities in a registration statement and the termination of this Agreement. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

All expenses incurred in connection with a Piggyback Registration (excluding underwriters' and brokers' discounts and commissions), including without limitation, all federal and "blue sky" registration and qualification fees, printers and accounting fees and fees and disbursements of counsel for the Company shall be borne by the Company.

5. *Delivery of the Stock Certificate.*

The Company will execute and deliver certificate(s) representing the Shares to the subscriber within twenty (20) business days after the occurrence of each of the following items: (i) acceptance of the subscription by the Company; and (ii) receipt of the Purchase Price by the Company.

6. *Representations and Warranties.*

The undersigned hereby acknowledges, represents and warrants to, and agrees with, the Company as follows:

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The undersigned understands that the offering and sale of the Shares by the Company to the undersigned is intended to be exempt from registration under the Securities Act by virtue of Section 4(2) of the Securities Act and the provisions of Rule 506 of Regulation D promulgated thereunder and, in accordance therewith and in furtherance thereof, the undersigned represents and warrants to and agrees with the Company as follows:

The undersigned has carefully reviewed this Subscription Agreement and the Purchaser Questionnaire attached as Exhibit "A" hereto and understands the information contained in each such document;

All documents, records and books pertaining to the Company and/or this investment that the undersigned or his purchaser representative has requested have been made available for inspection by him and/or his purchaser representative, attorney, accountant, and other advisor(s);

The undersigned and/or his purchaser representative and advisor(s) have had a reasonable opportunity to ask questions of and receive information and answers from a person or persons acting on behalf of the Company concerning the offering of the Shares and all such questions have been answered and all such information has been provided to the full satisfaction of the undersigned;

Neither the undersigned nor the undersigned's purchaser representative or investment advisors, if any, have been furnished any offering literature and the undersigned and the undersigned's purchaser representative and advisors, if any, have relied only on the information, as described in subparagraphs (ii) and (iii) above, furnished or made available to them by the Company;

No oral or written representations have been made and no oral or written information has been furnished to the undersigned or his purchaser representative or advisor(s) in connection herewith that were in any way inconsistent with the information set forth in this Subscription Agreement;

The undersigned is not subscribing for the Shares as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting;

The undersigned acknowledges that he has either conducted his own independent evaluation of the Company and has analyzed the risks associated with an investment in the Shares or has had his purchaser representative take such actions on his behalf and has based his decision to invest in the Shares on the results of this evaluation and analysis;

The undersigned's overall commitment to investments that are not readily marketable is not disproportionate to the undersigned's net worth and the undersigned's investment in the Company will not cause such overall commitment to become disproportionate to the undersigned's net worth;

If the undersigned is a natural person, the undersigned has reached the age of majority in the jurisdiction in which the undersigned resides, has adequate net worth and means of providing for the undersigned's current financial needs and personal contingencies, is able to bear the substantial economic risks of an investment in the Shares for an indefinite period of time, has no need for

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liquidity in such investment and, at the present time, could afford a complete loss of such investment;

The address set forth below is the undersigned's true and correct residence (or, if not an individual, domiciliary) address;

The undersigned (A) has such knowledge of, and experience in, business and financial matters so as to enable him to utilize the information made available to him in connection with the offering of the Shares in order to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto, (B) the undersigned has carefully evaluated the risks of investing and (C) has the capacity, either alone, or with a professional advisor, to protect his own interests in connection with a purchase of the Shares;

The undersigned is not relying on the Company with respect to the economic considerations of the undersigned relating to this investment. In regard to such considerations, the investor has relied on the advice of, or has consulted with, only his own advisor(s). The undersigned recognizes that the information furnished by the Company does not constitute investment, accounting, legal or tax advice. The undersigned is relying on professional advisors for such advice;

The undersigned is acquiring the Shares solely for his own account as principal, for investment purposes only and not with a view to the resale or distribution thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in such Shares;

The undersigned understands that the certificate(s) evidencing ownership of the Shares and the Warrant Shares and the Warrants will each bear a restrictive legend and have not been registered under the Securities Act or any state securities laws, and may not be sold or transferred unless (i) such sale or transfer is subsequently registered thereunder; (ii) the undersigned shall have delivered to the Company an opinion of counsel (which opinion and counsel shall be reasonably acceptable to the Company) to the effect that the securities to be sold or transferred may be sold or transferred pursuant to an exemption from such registration; or (iii) the securities are sold pursuant to Rule 144 promulgated under the Securities Act (or a successor rule);

The undersigned understands that the price of the Shares has been determined arbitrarily by the Company and may not be indicative of the true value of the Shares. The undersigned understands that no assurances can be given that the Shares could be resold by the Subscriber for the subscription price or any price and he/she/it has made an independent determination of the fairness of the subscription price; and

The undersigned has received a Purchaser Questionnaire, attached as "Exhibit A" hereto. The information provided by the undersigned in the Purchaser Questionnaire is true and correct and the undersigned understands that the Company is relying upon such information in connection with the purchase of the Units by the undersigned.

The undersigned recognizes that an investment in the Shares involves a number of significant risks including, but not limited to, those risks explained to him by his purchaser representative.

The undersigned understands that no federal or state agency has passed upon the Shares or made any finding or determination as to the fairness of this investment in the Shares.

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All information that the undersigned has heretofore furnished and furnishes herewith to the Company are true, correct and complete as of the date of execution of this Subscription Agreement and if there should be any material change in such information prior to the closing of the sale of the Shares (the "**Closing**"), the undersigned will immediately furnish such revised or corrected information to the Company.

The foregoing representations, warranties and agreements, together with all other representations and warranties made or given by the undersigned to the Company in any other written statement or document delivered in connection with the transactions contemplated hereby, shall be true and correct in all respects on and as of the date of the Closing as if made on and as of such date and shall survive such date. If more than one person is signing this Subscription Agreement, each representation, warranty and undertaking herein shall be the joint and several representation, warranty and undertaking of each such person.

7. *Indemnification.*

The undersigned agrees to indemnify and hold harmless the Company and the officers and directors thereof and each other person, if any, who controls the Company, within the meaning of Section 15 of the Securities Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representations or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in any other document furnished by the undersigned to the Company in connection with this transaction.

8. *Additional Information.*

The undersigned hereby acknowledges and agrees that the Company may make or cause to be made such further inquiry and obtain such additional information as it may deem appropriate with regard to the suitability of the undersigned as an investor in the Shares.

9. *Binding Effect.*

The undersigned hereby acknowledges and agrees that, except as provided under applicable state securities laws, the subscription hereunder is irrevocable, that the undersigned is not entitled to cancel, terminate or revoke this Subscription Agreement or any agreements of the undersigned hereunder and that this Subscription Agreement and such other agreements shall survive the death or disability of the undersigned and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns. If the undersigned is more than one person, the obligations of the undersigned hereunder shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his/her/its heirs, executors, administrators, successors, legal representatives and assigns.

10. *Modification.*

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Neither this Subscription Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.

11. *Notices.*

Any notice, demand or other communication that any party hereto may be required, or may elect, to give to any other party hereunder shall be sufficiently given if (a) deposited, postage prepaid, in a United States mail box, stamped, registered or certified mail, return receipt requested, addressed to such address as may be listed on the books of the Company, or (b) delivered personally at such address.

12. *Counterparts.*

This Subscription Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. This Subscription Agreement may be executed and delivered via electronic facsimile transmission with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another.

13. *Entire Agreement.*

This Subscription Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no representations, covenants or other agreements except as stated or referred to herein.

14. *Severability.*

Each provision of this Subscription Agreement is intended to be severable from every other provision, and the invalidity or illegality of any provision shall not affect the validity or legality of the remaining provisions.

15. *Assignability.*

This Subscription Agreement is not transferable or assignable by the undersigned.

16. *Applicable Law.*

This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming as applied to residents of that jurisdiction executing contracts wholly to be performed therein.

17. *Choice of Jurisdiction.*

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Issued to: THE REVOCABLE LIVING TRUST OF PAUL GOLDMAN ORIGINALLY DATED: JANUARY 7, 2011 AMENDED AND RESTATED: MARCH 23, 2022

Memorandum No. 1076

PreIPO Corporation

(A Wyoming Corporation)

PreIPO

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

This Confidential Private Placement Memorandum (the "Memorandum") describes the private offering (the "Offering") to accredited investors ("Owners" or "Investors") of Shares of common stock (the "Shares") in PreIPO Corporation (the "Company"). The securities being offered have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered and sold in reliance on exemptions from registration requirements pursuant to Section 4(2) of the Securities Act, Rule 506 as promulgated by the Securities and Exchange Commission ("SEC") and similar exemption provisions of the states in which this offer is made. This Offering is being made only to accredited investors, as defined in Rule 501 of Regulation D promulgated under the Securities Act.

THESE SECURITIES ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK. PROSPECTIVE INVESTORS SHOULD REVIEW THE INFORMATION SET FORTH IN THIS MEMORANDUM BEFORE SUBSCRIBING TO PURCHASE SECURITIES. SEE "RISK FACTORS" BEGINNING ON PAGE 4 OF THIS MEMORANDUM.

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NOTICE TO PROSPECTIVE INVESTORS

Offering Details. Before purchasing the Common Stock of the Company, you should carefully read this Memorandum and consider various "RISK FACTORS", "INVESTOR SUITABILITY REQUIREMENTS" and other considerations discussed in this Memorandum. Capitalized but undefined terms used in this Memorandum have the meaning set forth in the Subscription Agreement (the "Subscription Agreement"), a copy of which is attached as Exhibit A to this Memorandum.

THE SECURITIES WILL BE SOLD ONLY TO INVESTORS WHO ARE "ACCREDITED INVESTORS" (AS THAT TERM IS DEFINED PURSUANT TO RULE 501 OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED).

BY ACCEPTING DELIVERY OF THIS MEMORANDUM, THE RECIPIENT INVESTOR AGREES TO RETURN THIS MEMORANDUM AND ALL OTHER DOCUMENTS TO THE COMPANY IF THE INVESTOR ELECTS NOT TO PURCHASE ANY OF THE SECURITIES OR IF THE COMPANY ELECTS NOT TO SELL THE SECURITIES TO THAT INVESTOR, OR IF THE OFFERING IS WITHDRAWN. DELIVERY OF THIS MEMORANDUM TO ANYONE OTHER THAN AN INVESTOR OR SUCH INVESTOR'S PURCHASER REPRESENTATIVE, IF ANY, IS UNAUTHORIZED, AND ANY REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, WITHOUT THE PRIOR CONSENT OF THE COMPANY IS PROHIBITED. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO PURCHASE THE OFFERED SECURITIES, NOR SHALLTHERE BE ANY SALE OF THE OFFERED SECURITIES IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL.

THERE IS CURRENTLY NO PUBLIC MARKET FOR THE SECURITIES. A PURCHASER OF SECURITIES WILL BE REQUIRED TO REPRESENT THAT THE SECURITIES ARE BEING ACQUIRED FOR INVESTMENT PURPOSES AND NOT WITH AN INTENTION OF SALE OR DISTRIBUTION, AND A PURCHASER WILL NOT BE ABLE TO RESELL THE SECURITIES UNLESS SUCH SHARES ARE REGISTERED PURSUANT TO THE ACT AND QUALIFIED PURSUANT TO THE APPLICABLE STATE STATUTES (OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE). ANY PURCHASER OF SECURITIES DESIRING TO TRANSFER HIS/HER/ITS UNREGISTERED SECURITIES MUST FURNISH THE COMPANY WITH AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL TO THE EFFECT THAT THE PROPOSED TRANSFER IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND DOES NOT VIOLATE FEDERAL OR STATE SECURITIES LAWS.

THIS OFFERING MAY BE WITHDRAWN OR MODIFIED AT ANY TIME BEFORE TERMINATION OF THE OFFERING AND IS SPECIFICALLY MADE SUBJECT TO THE TERMS DESCRIBED IN THIS MEMORANDUM. THE COMPANY RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTION, IN WHOLE OR IN PART.

THE COMPANY MAY, IN ITS SOLE DISCRETION, RESERVE THE RIGHT TO DIRECTLY ADVERTISE AND PROMOTE ITS SERVICES. THE COMPANY MAY ALSO FURNISH SUCH PROMOTIONAL LITERATURE AND OTHER ADVERTISING AIDS AS THE COMPANY DEEMS NECESSARY. SUCH MATERIAL SHALL REMAIN THE PROPERTY OF THE COMPANY.

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ON BEHALF OF THE COMPANY CONCERNING ANY ASPECT OF THE COMPANY OR ITS ACTIVITIES, AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION, OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE. NO PERSON IS AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT SPECIFIED IN THIS MEMORANDUM AND, IF PROVIDED OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY.

PROSPECTIVE INVESTOR PURCHASERS OF THE SECURITIES ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, TAX, OR INVESTMENT ADVICE. EACH PROSPECTIVE INVESTOR PURCHASER OF SECURITIES IS URGED TO CONSULT SUCH INVESTOR'S LEGAL COUNSEL, ACCOUNTANT OR BUSINESS ADVISOR AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING ANY POSSIBLE PURCHASE OF THE SECURITIES. THE DELIVERY OF THIS MEMORANDUM AT ANY TIME DOES NOT IMPLY THAT THE INFORMATION SPECIFIED IN THIS MEMORANDUM IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS MEMORANDUM.

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PreIPO CORPORATION

SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS

Some of the statements contained in this Memorandum and Exhibits hereto constitute forward looking statements. These statements involve known and unknown risks, significant uncertainties and other factors which may cause actual plans, results, levels of activity, performance or achievements to be materially different from any future plans, results, levels of activity, performance or achievements expressed or implied by such forward looking statements. Such factors include, among other things, those listed under "**RISK FACTORS**" and elsewhere in this Memorandum. In some cases, you can identify the forward looking statements by terminology such as "may," "will," "should," "could," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential" or "continue" or the negative of such terms or other comparable terminology.

Although the Company believes that the expectations reflected in the forward looking statements are reasonable, the Company cannot guarantee future results, levels of activity, performance or achievements. The forward-looking statements and associated risks set forth in the Memorandum include or relate to: (i) the ability of the Company to obtain sufficient capital to fund its operation; (ii) the ability of the Company to obtain meaningful consumer acceptance and a successful market for the product on a national and international basis at competitive prices, (iii) the ability of the Company to develop and maintain an effective sales network, (iv) success of the Company in forecasting demand for its product, (v) the ability of the Company to maintain pricing and thereby maintain adequate profit margins, and (vi) the ability of the Company to achieve adequate intellectual property protection.

Such forward-looking statements are based on assumptions that there will be no material adverse competitive or technological change in condition of the Company's business, that there will be a demand for the Company's product, that the Company's forecasts accurately anticipate market demand, that there will be no material adverse change in the Company's operations, business or governmental regulation affecting the Company or its suppliers. The foregoing assumptions are based on judgments with respect to, among other things, future economic, competitive and market conditions, and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the Company's control. Accordingly, although the Company believes that the assumptions underlying the forward-looking statements are reasonable, any or all of such assumption could prove to be inaccurate and therefore there can be no assurance that the results contemplated in forward-looking statements will be realized. In addition, as disclosed elsewhere in the "**RISK FACTORS**" section of this Memorandum, there are a number of other risks inherent in the Company's business and operations which could cause the Company's operating results to vary markedly and adversely from prior results or the results contemplated by the forward-looking statements. Management decisions, including financial forecasts, are subjective in many respects and periodic revisions must be made to reflect actual conditions and business developments, the impact of which may cause the Company to alter its marketing, capital investment and other expenditures, which may also materially adversely affect the Company's results of operations. In light of significant uncertainties inherent in forward-looking information included in this Memorandum, the inclusion of such information should not be regarded as a representation by the Company or any other person that the Company's objectives or plans will be achieved.

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SUMMARY OF THE OFFERING

THIS SUMMARY IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO, AND SHOULD BE READ IN CONJUNCTION WITH, THE MORE DETAILED INFORMATION APPEARING ELSEWHERE IN THIS MEMORANDUM AND THE EXHIBITS HERETO. ALL PROSPECTIVE PURCHASERS OF SECURITIES SHOULD CAREFULLY REVIEW THE ENTIRE CONTENTS OF THE MEMORANDUM AND THE EXHIBITS ATTACHED HERETO INDIVIDUALLY AND WITH THEIR OWN TAX, LEGAL AND BUSINESS ADVISORS.

Capitalized terms used in this Memorandum not otherwise defined in this Memorandum are defined in the Subscription Documents or the Company Indenture documents.

The Company:	PreIPO Corporation, (the "Company") was incorporated on March 8,2021. The Company's principal business address is 309 Fifth Avenue, New York, NY 10016
Business of the Company:	The Company has been formed to a specialized exchange for private securities and to develop digital tools to become the leading destination for investors, issuers and intermediaries to buy and sell private stock in high-demand companies with compliance, convenience and cost efficiency for all parties.
The Offering:	The Company is offering (the "Offering") to sell shares of common stock in the Company ("Shares") to accredited investors ("Owners" or "Investors").
Risk Factors:	A purchase of the Company's Shares involves significant risks that must be considered carefully by any Investor who may potentially purchase any Shares. See "Risk Factors" on Page 4.
Accredited Investors:	The Offering is being made privately to the Investors; provided, however, only Investors who are "Accredited Investors," as that term is defined in Rule 501 of Regulation D under the Securities Act, and a limited number of sophisticated investors, as determined by the Company, may invest in the Shares.
Offering Size:	The Company is seeking to sell up to $8,750,000 in Shares at $5.33per Share as part of an Initial Financing.
Term of the Offering:	The Offering is to commence on or about March 9, 2022 and continue until terminated by the Company.
Use of Proceeds:	Proceeds from the Offering will be used to pay the costs of the Offering, for working capital, including, expansion of the management team development of the operating platform and business-related costs and expenses.

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To Purchase Offered Shares:	To purchase the Company's Shares, the Investor must (i) complete, execute and deliver to the Company the Subscription Agreement attached to this Memorandum as Exhibit A, (ii) execute and deliver to the Company a counterpart signature pages to the Company's Shareholders Agreement (the signature page for which is attached to the Subscription Agreement) and (iii) pay the subscription price for the Shares being purchased.
Subscription Instructions:	Subscription instructions including wire transfer and questionnaire information are included.

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RISK FACTORS

THE INVESTMENT OFFERED BY THIS MEMORANDUM CARRIES A SIGNIFICANT DEGREE OF RISK. AN INVESTMENT IN THE SECURITIES IS SUITABLE ONLY AS A LONG-TERM INVESTMENT FOR PERSONS OF ADEQUATE FINANCIAL MEANS WHO HAVE NO NEED FOR LIQUIDITY WITH RESPECT TO THE INVESTMENT. AS A PROSPECTIVE INVESTOR, IF YOU ARE CONSIDERING SUBSCRIBING FOR THE SECURITIES, YOU SHOULD EVALUATE THE FOLLOWING RISK FACTORS IN ADDITION TO THE OTHER INFORMATION IN THIS MEMORANDUM, PRIOR TO MAKING YOUR INVESTMENT DECISION

The risk factors set forth in this Memorandum apply to the Company. The risks and uncertainties described below are not the only ones facing the Company. Additional risks and uncertainties that are not presently known or that the Company currently deems immaterial may also impair the Company's business operations, including risks and uncertainties generally applicable to companies that are involved in the medical/healthcare industry. If any of the following risks occur, they could materially adversely affect the Company s business, financial condition or operating results.

Offering and Investment Related Risks

The Common Shares (the "Shares") have not been registered and do not have an established trading market, which may negatively affect its market value and your ability to transfer or sell your Shares. There is no organized public market for the Shares, and it is not expected that any organized public market will develop in the near future. The Shares are a new issue of securities with no established trading market. An active trading market for the Shares may not develop or, even if it develops, may not last, in which case the trading price of the Shares could be adversely affected and your ability to transfer your Shares will be limited.

The market value of the Shares could be substantially affected by various factors. The market value of the Shares may depend on many factors, including:

- the market for similar securities;
- general economic conditions; and
- our financial condition, performance and prospects.

There is no guarantee the Company will secure a return to its Owners. The Company may never be able to secure a return on its capital assets and Investors may lose some or all of their investment. While market indicators appear to be positive (based on its internal market research) there is no guarantee that the market will not change or that the Company may not be able to take advantage of existing or potential market opportunities.

Investors will be relying on the judgment of the Company's Management regarding our use of proceeds. Pursuant to the Investors Presentation on Exhibit B, the Company has certain uses for the net proceeds from our sale of the Shares described in this Memorandum. The Company expects to use the net proceeds for general corporate purposes, including working capital, capital expenditures, and for investment in expansion efforts. Investors will be relying on the judgment of the Management regarding the application of the proceeds. Management will apply the proceeds of this Offering as directed by the Board of Directors without the approval of the Investors.

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The Company may need to raise additional capital in the immediate future. Following this Offering, if the maximum amount is raised, the Company believes its cash resources will be sufficient to fund planned operations and expansion for the immediate future. However, the Company may need additional capital within the proceeding twelve (12) months. If the Company raises additional capital through the issuance of debt securities, the interests of participating shareholders of the Company would be subordinated to the interests of debtholders and any interest payments would reduce the amount of cash available to operate and grow the business. If the Company raises additional capital through the sale of equity securities, the ownership of the participating shareholders of the Company would be diluted. Additionally, the Company does not know whether any financing, if obtained, will be adequate to meet capital needs and to support future growth.

There is no assurance that the Company will be able to acquire equity interests or shares in pre-IPO companies. The Company may not be able to acquire equity interests in pre-IPO companies for any number of reasons, including but not limited to: (i) insufficient capital to acquire companies; (ii) inability to source an adequate supply of companies willing to sell shares of their respective companies, (iii) adverse changes in regulatory matters that prohibit or restrict such acquisitions; and, (iv) an overly competitive market for such equity interests that limits the availability of shares available for acquisition by the Company.

There is no assurance that the equity interests or shares acquired in pre-IPO companies by the Company will successfully achieve an exit. Any one or more of the pre-IPO companies in which the Company acquires an equity interest in, or shares of, may not necessarily procure an exit; whether by going public, or by being acquired. Companies may opt to stay private and/or not be acquired. There may be no readily available market to sell such equity interests or shares in any one or more of the subject companies, thereby limiting the potential return of investor capital and/or the potential return on investor capital.

There is no assurance that the equity interests or shares acquired in pre-IPO companies held for resale by the Company or its assigns and/or affiliates will be sold in part or in whole to investors. Equity interests or shares of pre-IPO companies that are made available to investors to purchase may go unsold, which may restrict the intended use of investment capital to make additional investments, using the same capital, as well as expose such holdings of equity interests or shares to the risks inherent to a 'buy and hold strategy' versus a 'buy and sell strategy'

Risks Related to the Company

The Company is in its development and early growth stages and has limited operating experience. Because of the Company's limited operating history, the Company's historical financial data may be of limited value in estimating future distributions and expenses. Even if the Company accomplishes its objectives, it may not generate the positive cash flows or returns it anticipates. The budgeted expense levels are based in part on the Company's expectations concerning future revenues. Unanticipated problems, expenses and delays are frequently encountered in establishing a new business and developing new facilities. These include, but are not limited to, inadequate funding, competition, facility development, the inability to employ or retain talent, inadequate sales and marketing, and regulatory concerns. The failure by the Company to meet any of these conditions would have a materially adverse effect upon the Company. No assurance can be given that the Company can or will ever be successful in our operations and operate profitably.

The Company's business is dependent on the availability and retention of qualified employees. The Company's success depends in part upon its ability to attract, motivate and retain a number of key qualified employees. The inability to recruit and retain these employees may delay the planned development and production of initial commercial products, which could harm our business.

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The Company's operations are susceptible to factors beyond its control. Various factors beyond our control, including adverse weather conditions, governmental regulation, production, availability, number and geographic location of facilities may affect our costs or cause a disruption in the production process, which could adversely affect the operating results of the facilities.

The Company's success depends on its ability to navigate regulatory and compliance requirements in the financial industries. The related financial industries are highly regulated with strict regulatory and compliance requirements. The Company also expects to face competition from a broad range of new and existing financial management technologies that may adversely impact the Company's growth potential.

The Company may require the licensing and/or acquisition of additional intellectual property required to optimize its business. The Company's success may be dependent, in part, on intellectual property that it will continue to develop, license, and/or acquire from third parties.

Risks Related to Investments Generally

Terrorist attacks, the wars, rising energy prices, the national deficit, the decline in the dollar and Acts of God or other events may affect the Company's business, thereby negatively affecting the Company. The Company's sales, margins and net income are affected by the impact of the current economic, market conditions, and consumer confidence and the effect of initiatives to stimulate economic recovery and to further regulate financial markets (including through changes in taxation) on the cost and availability of funding for the Company. Further, rising energy costs and the increase in the national deficit may have an adverse effect upon the economy in general. Any similar terrorist acts, wars or military conflicts, or other events such as acts of God or other major catastrophes, may have an adverse effect on the economy and the Company.

Compliance with changing regulations of FINRA, corporate governance and SEC disclosure may result in additional expense. Keeping abreast of, and in compliance with, changing laws, regulations and standards relating to corporate governance and private disclosure or SEC regulations affecting private investment in companies, may require an increased amount of management attention and external resources. The Company remains committed to maintaining high standards of governance and disclosure. As a result, the Company intends to invest all reasonably necessary resources to comply with evolving standards, and this investment may result in increased general and administrative expenses and a diversion of management time and attention from revenue generating activities to compliance-related activities.

A significant increase in litigation could have a material adverse effect on the Company's results of operations, financial condition and business prospects. As a member of the financial industry, the Company may be the subject of complaints or litigation from the federal, state, or local government alleging adverse stability or operational concerns or violation of applicable laws. Adverse publicity resulting from these allegations could harm the Company's reputation, regardless of whether the allegations are valid or whether the Company is liable.

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WHO MAY INVEST

The offer and sale of Shares is being made in reliance on exemptions from registration requirements pursuant to Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), Rule 506 as promulgated by the Securities and Exchange Commission ("SEC") under Regulation D and similar exemption provisions of the states in which this offer is made. Accordingly, distribution of this Memorandum is strictly limited to persons who meet the requirements set forth below. The Company reserves the right, in its sole discretion, to declare any prospective Investor ineligible to purchase the Shares. Each prospective purchasing Investor of any Shares is urged to consult his or her own business, financial, or tax advisors before purchasing the Shares.

INVESTOR SUITABILITY REQUIREMENTS

Investment in the Shares involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity in this investment. This investment will be offered and sold only to a limited number of Investors who (i) purchase a minimum of 4,691 Shares at a purchase price of $5.33 per Share for a total of $25,003.03, (ii) represent in writing that they are "accredited investors", and (iii) satisfy the investor suitability requirements established by the Company and as may be required under federal or state law. The Company retains the right, in its sole discretion, to: (a) accept smaller subscriptions; (b) refuse to sell the Shares to any particular prospective investor, or (c) accept subscriptions from a limited number of sophisticated investors.

In the Subscription Agreement, attached hereto as **Exhibit A**, the purchasing Investors must certify that he, she or it is an "accredited investor" and further that he, she or it does not trigger a disqualification under the "bad actor" clause of Rule 506 of Regulation D. Specific questions concerning accredited investor and bad actor status should be directed to the Company. The Subscription Agreement requires each purchasing Investor to represent positively that he, she or it is an "accredited investor" (as defined by Rule 501 of Regulation D under the Securities Act) and not a "bad actor" (as defined by Rule 506(d) of Regulation D under the Securities Act). In addition, the Subscription Agreement requires purchasing Investors to represent positively that, among other requirements, ALL of the following requirements he, she or it satisfies the following suitability standards:

(a) the Investor is able to accommodate the economic risks associated with the purchase of the Shares and the Investor has such knowledge and experience in financial and business matters that the Investor is capable, either on his, her its own or together with his or her advisors and representatives, of evaluating the merits and risks of purchasing the Shares.

(b) prior to the purchase of the Shares, the Company has provided the Investor and his or her or its advisors full and complete access to all information with respect to the Company and its Affiliates, and the Company's proposed activities that the Investor and his or her or its advisors deemed necessary in order to evaluate the merits and risks of a purchase of the Shares; and

(c) the Shares that the Investor is offering to purchase will be purchased solely for his or her account for investment purposes only, and not with the intention of, or for resale in connection with, any distribution thereof.

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If you do not meet the requirements described above or in the Subscription Agreement attached hereto as Exhibit A, do not read further and immediately return this Memorandum to the Company at the address shown on the front cover of this Memorandum. If you do not meet such requirements, this Memorandum shall not constitute an offer to sell the Shares to you.

The investor suitability requirements stated above represent minimum suitability requirements established by the Company for investors purchasing the Shares. However, satisfaction of these requirements by a prospective investor will not necessarily mean that the Shares are a suitable investment for such prospective investor, or that the Company will accept the prospective investor as a subscriber. Furthermore, the Company, as appropriate, may at any time elect prospectively to impose more stringent investor suitability requirements in its sole discretion.

The written representations made by prospective investors will be reviewed to determine the suitability of each such prospective investor. The Company will have the right, in the sole discretion of the Company, to refuse any subscription for the Shares if the Company believes that a prospective investor does not meet the applicable investor suitability requirements, the Shares otherwise constitute an unsuitable investment for the prospective investor, for any other reason, or for no reason.

HOW TO SUBSCRIBE

Prospective Investors desiring to subscribe for the Shares in exchange for a cash investment must carefully read this Memorandum, the Subscription Agreement, (and any other documents or Exhibits provided with this Memorandum). Then, the prospective Investors must complete, execute and deliver the Subscription Agreement and execute and deliver to the Company a counterpart signature pages to the Company's Shareholders Agreement (the signature page for which is attached to the Subscription Agreement).

Upon receipt of the signed necessary documents, verification of the prospective investor's investment qualification and acceptance of the subscription by the Company in its sole discretion, the Company will notify the prospective Investor in writing of receipt and whether or not it has accepted the subscription. All completed and submitted subscription agreements shall be irrevocable by the prospective Investor.

LEGAL & TAX CONSIDERATIONS

EACH PROSPECTIVE INVESTOR OF THE SECURITIES SHOULD CONSULT WITH THAT INVESTORS' TAX ADVISOR WITH RESPECT TO THE INDIVIDUAL FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF ACQUIRING, HOLDING AND DISPOSING OF THE SECURITIES, IN ADDITION TO ANY TAX CONSEQUENCES RESULTING FROM THE LAWS OF ANY OTHER TAXING JURISDICTION.

LITIGATION

There are no legal actions pending against the Company to the knowledge of the Company and its current Management, are any such proceedings contemplated.

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ADDITIONAL INFORMATION

Prior to the consummation of the Offering, the Company will provide to each prospective investor and such Investor's representatives and advisors, if any, the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information that the Company may possess or can obtain without unreasonable effort or expense that is necessary to verify the accuracy of the information furnished to such prospective investor. Any such questions should be directed to the Company. No other persons have been authorized to give information or to make any representations concerning this Offering, and if given or made, such other information or representations must not be relied upon as having been authorized by the Company.

This Memorandum is intended to present a general outline of the policies and structure of the Company. The Company's organizational documents, which specify the rights and obligations of the Company's Investors, should be reviewed thoroughly by each prospective investor in the Company. The Summary of Terms contained in this Memorandum is necessarily incomplete and is qualified in its entirety by reference to such agreement.

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EXHIBIT A

PREIPO CORPORATION

SUBSCRIPTION AGREEMENT

This Subscription Agreement pertains to the offering by PreIPO Corporation, a Wyoming corporation (the "**Company**") of 1,641,65 shares of common stock (the "**Shares**"), at a purchase price of $5.33 per Share for an aggregate offering of up to $8,750,000.00 (the "**Offering**"). The Company is making this offering solely to accredited investors (as defined under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**").

The undersigned, intending to be legally bound, hereby offers to purchase from the Company, a total of [10,000] Shares for a purchase price of $5.33 per share

The Company will be deemed to have accepted this offer upon execution by it of the Receipt and Acceptance attached to this Subscription Agreement. This subscription is submitted to the Company subject to its acceptance and in accordance with, and subject to the terms and conditions described in, this Subscription Agreement.

1. *Verification of Investor Suitability under Regulation D.* The undersigned understands that in order to subscribe for the Shares in this Offering, the undersigned must be an "accredited investor" as defined in Section 501 of Regulation D under the Securities Act.

2. *Amount and Method of Payment.* The purchase price for the Shares is [Fifty-Three Thousand Three Hundred & 00] Dollars ($ 53,300.00) and shall be paid by tender of a check made payable to PreIPO Corp., or wire transfer of immediately available funds to the account set forth on the last page hereof in the amount identified above, (the "**Purchase Price**").

3. *Acceptance of Subscription.*

The undersigned understands and agrees that the Company, in its sole discretion, reserves the right to accept or reject this or any other subscription for Shares in whole or in part at any time prior to the Closing (as defined below).

In the event that this subscription is rejected in whole or in part, the Company shall promptly return all or the applicable portion of the Purchase Price to the undersigned, as the case may be, and this Subscription Agreement shall thereafter have no force or effect except with respect to the portion, if any, of this subscription that is accepted by the Company.

4. *Registration Rights.*

Piggyback Registrations.

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Notice of Registration. If, at any time, the Company proposes to file a Registration Statement with the Securities and Exchange Commission (the "**SEC**") in connection with any public offering of common stock (other than in connection with an initial public offering of common stock), whether for the account of the Company or any other person (other than a Registration Statement on Form S-4 or Form S-8 (or any successor forms under the Securities Act) or other registrations relating solely to employee benefit plans or any transaction governed by Rule 145 under the Securities Act), the Company shall give written notice of such proposed filing and proposed date thereof to each Holder that owns Shares at least fifteen (15) days before the anticipated filing of such Registration Statement, offering such Holder the opportunity to offer and sell its Shares (the "**Registrable Securities**"), by means of the prospectus contained in such Registration Statement. If such Holder desires to have its Registrable Securities registered under such Registration Statement pursuant to this paragraph 4(a), then Holder shall advise the Company thereof in writing within ten (10) days after the date of its receipt of the Company's notice (which request shall set forth the number of Registrable Securities for which registration is requested). Subject to subsection 4(b) hereof, the Company shall include in such Registration Statement, if filed, all Registrable Securities so requested by such Holder to be included so as to permit such securities to be sold or disposed of in the manner and on the terms set forth in such request. Such registration shall hereinafter be called a "Piggyback Registration". Each Holder shall only have one (1) right to elect to exercise a Piggyback Registration. The Company shall have the right at any time to delay or discontinue, without liability to the Holders, any Piggyback Registration under this subsection 4(a) at any time prior to the effective date of the Registration Statement if the proposed offering of common stock contemplated thereunder is discontinued.

Withdrawal Right. Any Holder shall have the right to withdraw its request for inclusion of its Registrable Securities in any Registration Statement pursuant to this subsection 4(a) by giving written notice to the Company of its request to withdraw; provided, however, that (A) such withdrawal request must be made in writing prior to the earlier of the execution of the underwriting agreement or the execution of the custody agreement with respect to such Piggyback Registration and (B) such withdrawal shall be irrevocable and, after making such withdrawal, such Holder shall no longer have any right to include Registrable Securities in the Piggyback Registration from which such Investor withdrew.

1. Drag-Along Rights.

(A) In the event that the Company approves a Sale of 10% or more of the Company (the "Drag-Along Transaction"), all Holders will consent to participate in such sale with respect to the same relative percentage being sold or transferred by the Company and raise no objections against any such Drag-Along Transaction; provided Holders receive in such Drag-Along Transaction the Drag-Along Consideration with respect to Holders' participating equity securities in the Drag-Along Transaction. The "Drag-Along Consideration" shall be determined by taking the total consideration payable to the shareholders of the Company, less all expenses in connection with the Drag Along Transaction, and treating such amount as if it were distributed to the Holders. Holders shall be entitled to the same form of consideration, payment terms and security in any Drag-Along Transaction. If the Drag-Along Transaction is structured as a transfer of equity securities, Holders shall Transfer its participating equity securities.

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(B) Holders agree to cooperate with the Company and to take any and all actions reasonably requested by the Company in connection with a Drag-Along Transaction.

(C) Each Holder of the Company shall bear and promptly pay its pro rata share (based upon the value of the consideration payable to such Holder pursuant to such Drag-Along Transaction relative to the aggregate value of the consideration payable to all Holders pursuant to such Drag-Along Transaction) net of transaction costs and expenses associated with any Drag-Along Transaction to the extent such costs are incurred by the Company for the benefit of all Holders and are not otherwise paid by the Company or the acquiring party.

2. Tag-Along Rights.

(A) In the event that any Holders of the Company desire to transfer any equity or equity like securities, directly or indirectly, representing in the aggregate for all Holders from and after the Effective Date at least 10% of the then total outstanding equity securities in the Company (whether in one transaction or a series of transactions, by one or more shareholders acting together or alone, or at one time or over time) in response to a bona fide offer (the "Tag- Along Offer") from a third party (a "Tag-Along Transaction"), then all the other Holders shall have the right (the "Tag-Along Right") to require, as a condition to the proposed Tag-Along Transaction that such proposed bona fide third party purchaser of equity securities also purchase and/or acquire such equity securities from the all the other Holders in the same proportion to all of the equity securities or warrants such other Holders then own, as the number of equity securities that is the subject of the Tag-Along Offer bears to all of the equity securities then outstanding, for an amount of consideration in respect of the other Holders' equity securities equal to the amount of distribution such other Holders would receive pursuant to the distribution provisions of this Agreement All Holders shall be entitled to the same form of consideration, payment terms and security in connection with any Tag-Along Transaction. In the event of such proposed Transfer by any such Holders, such Holders shall provide written notice (the "Offer Notice") to the Company setting forth the name and address of the prospective transferee and other bona fide terms and conditions upon which the Transfer is contemplated along with copies of all of the relevant documents with respect to such transaction.

(B) The Tag-Along Right provided in this Section may be exercised by the other Holders by delivery of a written notice to the Company (the "Tag-Along Notice"), within fourteen (14) days following receipt by the other Holders from the Company of the Offer Notice. If the other Holders do not deliver a Tag-Along Notice within such fourteen (14) day period, the other Holders shall be deemed to have waived its Tag-Along Right with respect to the proposed Tag-Along Transaction.

(C) All Holders hereby agree to consent to, cooperate, participate in and raise no objections against any such Tag-Along Transaction pursuant to this Section to which the other Holders have exercised Tag-Along Rights in the same manner required as if such Tag-Along Transaction occurred pursuant to Section 1. Drag-Along Rights.

Allocation of Securities Included in Registration Statements. In connection with any Registration Statement in which the Holders have requested to include Registrable Securities, in the case of an

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underwritten public offering, if the managing underwriter(s) of such offering advise(s) or, in the case of a non-underwritten public offering, the Company determines, that the inclusion in such Registration Statement of some or all of the shares sought to be registered thereunder exceeds the number of shares (the **"Saleable Number"**) that can be sold in an orderly fashion without a substantial risk that either the price per share to be derived from such registration, the timing of such registration or the distribution of the Registrable Securities pursuant to such registration will be materially and adversely affected, then the number of shares offered thereunder shall be limited to the Saleable Number and shall be allocated as follows: (i) first, to all the shares of common stock that the Company proposes to register for its own account, (ii) second, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clause (A) above, to the Holders pro rata on the basis of the number of Registrable Securities offered for sale by each Holder, and (C) third, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clauses (A) and (B) above, to all other selling shareholders, pro rata on the basis of the number of shares offered for sale by each such shareholder.

Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to Sections 4(a) that the Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them, and the intended method of disposition of such securities as shall be required to timely effect the registration of their Registrable Securities.

Certain Notices; Suspension of Sales. The Company may, upon written notice to the Holders, suspend the Holders' use of any Prospectus (which is a part of any Registration Statement) for a reasonable period not to exceed ninety (90) days if the Company in its reasonable judgment believes it may possess material non-public information the disclosure of which in its reasonable judgment would have a material adverse effect on the Company and its subsidiaries taken as a whole. Each Holder of Registrable Securities agrees by its acquisition of such Registrable Securities to hold any communication by the Company pursuant to this section 4(d) in confidence.

Amendments. Subject to section 4(d) hereof, the Company shall (i) prepare and file with the SEC such amendments and post-effective amendments to the Registration Statement as may be necessary to keep the Registration Statement effective for the applicable time period required herein, (ii) cause the Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Securities Act, and (iii) comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the intended methods of disposition by the Registering Shareholders set forth in such Registration Statement or Prospectus supplement.

Indemnification. In the event any Registrable Securities are included in a registration statement under Section 4(a):

To the extent permitted by law, the Company will indemnify and hold harmless each Holder and the partners, officers, directors and stockholders of each Holder, any underwriter (as defined in the Securities Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**), against any losses, claims, damages, or liabilities joint or several) to which they

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may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a "**Violation**") by the Company: (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law in connection with the offering covered by such registration statement; provided however, that the indemnity agreement contained in this Section 4(f)(i) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, partner, officer, director, stockholder, underwriter or controlling person of such Holder.

To the extent permitted by law, each Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualification or compliance is being effected, indemnify and hold harmless the Company, each of its directors, its officers and each person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors, officers or stockholders or any person who controls such Holder, against any losses, claims, damages or liabilities to which the Company or any such person may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder under an instrument duly executed by such Holder and stated to be specifically or use in connection with such registration; and each such Holder will pay as incurred any legal or other expenses reasonably incurred by the Company or any such person in connection with investigating or defending any such loss, claim, damage, liability or action if it is judicially determined that there was such a Violation; provided, however, that the indemnity agreement contained in this Section 4(f)(ii) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld.

Promptly after receipt by an indemnified party under this Section 4(f) of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 4(f), deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the

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indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if materially prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 4(f), but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 4(f).

If the indemnification provided for in this Section 4(f) is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Violation(s) that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The obligations of the Company and Holders under this Section 4(f) shall survive completion of any offering of Registrable Securities in a registration statement and the termination of this Agreement. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

All expenses incurred in connection with a Piggyback Registration (excluding underwriters' and brokers' discounts and commissions), including without limitation, all federal and "blue sky" registration and qualification fees, printers and accounting fees and fees and disbursements of counsel for the Company shall be borne by the Company.

5. *Delivery of the Stock Certificate.*

The Company will execute and deliver certificate(s) representing the Shares to the subscriber within twenty (20) business days after the occurrence of each of the following items: (i) acceptance of the subscription by the Company; and (ii) receipt of the Purchase Price by the Company.

6. *Representations and Warranties.*

The undersigned hereby acknowledges, represents and warrants to, and agrees with, the Company as follows:

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The undersigned understands that the offering and sale of the Shares by the Company to the undersigned is intended to be exempt from registration under the Securities Act by virtue of Section 4(2) of the Securities Act and the provisions of Rule 506 of Regulation D promulgated thereunder and, in accordance therewith and in furtherance thereof, the undersigned represents and warrants to and agrees with the Company as follows:

The undersigned has carefully reviewed this Subscription Agreement and the Purchaser Questionnaire attached as Exhibit "A" hereto and understands the information contained in each such document;

All documents, records and books pertaining to the Company and/or this investment that the undersigned or his purchaser representative has requested have been made available for inspection by him and/or his purchaser representative, attorney, accountant, and other advisor(s);

The undersigned and/or his purchaser representative and advisor(s) have had a reasonable opportunity to ask questions of and receive information and answers from a person or persons acting on behalf of the Company concerning the offering of the Shares and all such questions have been answered and all such information has been provided to the full satisfaction of the undersigned;

Neither the undersigned nor the undersigned's purchaser representative or investment advisors, if any, have been furnished any offering literature and the undersigned and the undersigned's purchaser representative and advisors, if any, have relied only on the information, as described in subparagraphs (ii) and (iii) above, furnished or made available to them by the Company;

No oral or written representations have been made and no oral or written information has been furnished to the undersigned or his purchaser representative or advisor(s) in connection herewith that were in any way inconsistent with the information set forth in this Subscription Agreement;

The undersigned is not subscribing for the Shares as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting;

The undersigned acknowledges that he has either conducted his own independent evaluation of the Company and has analyzed the risks associated with an investment in the Shares or has had his purchaser representative take such actions on his behalf and has based his decision to invest in the Shares on the results of this evaluation and analysis;

The undersigned's overall commitment to investments that are not readily marketable is not disproportionate to the undersigned's net worth and the undersigned's investment in the Company will not cause such overall commitment to become disproportionate to the undersigned's net worth;

If the undersigned is a natural person, the undersigned has reached the age of majority in the jurisdiction in which the undersigned resides, has adequate net worth and means of providing for the undersigned's current financial needs and personal contingencies, is able to bear the substantial economic risks of an investment in the Shares for an indefinite period of time, has no need for

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liquidity in such investment and, at the present time, could afford a complete loss of such investment;

The address set forth below is the undersigned's true and correct residence (or, if not an individual, domiciliary) address;

The undersigned (A) has such knowledge of, and experience in, business and financial matters so as to enable him to utilize the information made available to him in connection with the offering of the Shares in order to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto, (B) the undersigned has carefully evaluated the risks of investing and (C) has the capacity, either alone, or with a professional advisor, to protect his own interests in connection with a purchase of the Shares;

The undersigned is not relying on the Company with respect to the economic considerations of the undersigned relating to this investment. In regard to such considerations, the investor has relied on the advice of, or has consulted with, only his own advisor(s). The undersigned recognizes that the information furnished by the Company does not constitute investment, accounting, legal or tax advice. The undersigned is relying on professional advisors for such advice;

The undersigned is acquiring the Shares solely for his own account as principal, for investment purposes only and not with a view to the resale or distribution thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in such Shares;

The undersigned understands that the certificate(s) evidencing ownership of the Shares and the Warrant Shares and the Warrants will each bear a restrictive legend and have not been registered under the Securities Act or any state securities laws, and may not be sold or transferred unless (i) such sale or transfer is subsequently registered thereunder; (ii) the undersigned shall have delivered to the Company an opinion of counsel (which opinion and counsel shall be reasonably acceptable to the Company) to the effect that the securities to be sold or transferred may be sold or transferred pursuant to an exemption from such registration; or (iii) the securities are sold pursuant to Rule 144 promulgated under the Securities Act (or a successor rule);

The undersigned understands that the price of the Shares has been determined arbitrarily by the Company and may not be indicative of the true value of the Shares. The undersigned understands that no assurances can be given that the Shares could be resold by the Subscriber for the subscription price or any price and he/she/it has made an independent determination of the fairness of the subscription price; and

The undersigned has received a Purchaser Questionnaire, attached as "Exhibit A" hereto. The information provided by the undersigned in the Purchaser Questionnaire is true and correct and the undersigned understands that the Company is relying upon such information in connection with the purchase of the Units by the undersigned.

The undersigned recognizes that an investment in the Shares involves a number of significant risks including, but not limited to, those risks explained to him by his purchaser representative.

The undersigned understands that no federal or state agency has passed upon the Shares or made any finding or determination as to the fairness of this investment in the Shares.

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All information that the undersigned has heretofore furnished and furnishes herewith to the Company are true, correct and complete as of the date of execution of this Subscription Agreement and if there should be any material change in such information prior to the closing of the sale of the Shares (the "**Closing**"), the undersigned will immediately furnish such revised or corrected information to the Company.

The foregoing representations, warranties and agreements, together with all other representations and warranties made or given by the undersigned to the Company in any other written statement or document delivered in connection with the transactions contemplated hereby, shall be true and correct in all respects on and as of the date of the Closing as if made on and as of such date and shall survive such date. If more than one person is signing this Subscription Agreement, each representation, warranty and undertaking herein shall be the joint and several representation, warranty and undertaking of each such person.

7. *Indemnification.*

The undersigned agrees to indemnify and hold harmless the Company and the officers and directors thereof and each other person, if any, who controls the Company, within the meaning of Section 15 of the Securities Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representations or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in any other document furnished by the undersigned to the Company in connection with this transaction.

8. *Additional Information.*

The undersigned hereby acknowledges and agrees that the Company may make or cause to be made such further inquiry and obtain such additional information as it may deem appropriate with regard to the suitability of the undersigned as an investor in the Shares.

9. *Binding Effect.*

The undersigned hereby acknowledges and agrees that, except as provided under applicable state securities laws, the subscription hereunder is irrevocable, that the undersigned is not entitled to cancel, terminate or revoke this Subscription Agreement or any agreements of the undersigned hereunder and that this Subscription Agreement and such other agreements shall survive the death or disability of the undersigned and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns. If the undersigned is more than one person, the obligations of the undersigned hereunder shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his/her/its heirs, executors, administrators, successors, legal representatives and assigns.

10. *Modification.*

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Neither this Subscription Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.

11. *Notices.*

Any notice, demand or other communication that any party hereto may be required, or may elect, to give to any other party hereunder shall be sufficiently given if (a) deposited, postage prepaid, in a United States mailbox, stamped, registered or certified mail, return receipt requested, addressed to such address as may be listed on the books of the Company, or (b) delivered personally at such address.

12. *Counterparts.*

This Subscription Agreement may be executed using separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. This Subscription Agreement may be executed and delivered via electronic facsimile transmission with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another.

13. *Entire Agreement.*

This Subscription Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no representations, covenants or other agreements except as stated or referred to herein.

14. *Severability.*

Each provision of this Subscription Agreement is intended to be severable from every other provision, and the invalidity or illegality of any provision shall not affect the validity or legality of the remaining provisions.

15. *Assignability.*

This Subscription Agreement is not transferable or assignable by the undersigned.

16. *Applicable Law.*

This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming as applied to residents of that jurisdiction executing contracts wholly to be performed therein.

17. *Choice of Jurisdiction.*

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The undersigned agrees that any action or proceeding directly or indirectly relating to or arising out of this Subscription Agreement, any breach hereof, or any transaction covered hereby shall be resolved, whether by arbitration or otherwise, within the State of Wyoming. Accordingly, the party's consent and submit to the jurisdiction of the state courts located within the State of Wyoming or the United States federal courts. The parties further agree that any such relief whatsoever in connection with this Subscription Agreement shall be commenced by such party exclusively in the state courts located within the State of Wyoming or the United States federal courts located in a specifically designated District.

18. *Reimbursement.*

If any action or other proceeding is brought for the enforcement of this Subscription Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Subscription Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding in addition to any other relief to which they may be entitled.

19. *Further Assurances.*

Each of the parties shall execute said documents and other instruments and take such further actions as maybe reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

20. *State Securities Laws.*

Subscribers should also be aware of the following additional considerations:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR THE SECURITIES LAWS OF ANY STATES AND THE SECURITIES ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE DISCLOSURE MATERIALS PRODUCED TO THE SUBSCRIBERS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

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Subscription Information (to be completed by individual subscriber):

Shares Purchased Ten Thousand (10,000)

Purchase Price of Shares (Number of Shares Purchased x [$ 5.33 **] per Share)** _____

Name(s) in which the Shares is to be registered:

THE REVOCABLE LIVING TRUST OF PAUL GOLDMAN
ORIGINALLY DATED: JANUARY 7, 2011
AMENDED AND RESTATED: MARCH 23, 2022

Home/Business Address [redacted] Pompano Beach, FL 33062

Mailing Address [redacted] Pompano Beach, FL 33062

Form of joint ownership (if applicable). (If one of these items is checked, subscriber and co-subscriber must both sign all documents.):

Tenants-in-Common _____ **Joint Tenants** _____

IN WITNESS WHEREOF, the undersigned has caused this Subscription Agreement to be duly executed on the 19 day of July 2022.

THE REVOCABLE LIVING TRUST OF PAUL GOLDMAN
ORIGINALLY DATED: JANUARY 7, 2011
AMENDED AND RESTATED: MARCH 23, 2022
Paul Goldman, Trustee

Please Print Name of Subscriber	Signature of Subscriber	Social Security Number
		[redacted]

Please Print Name of Co-Subscriber	Signature of Co-Subscriber	Social Security Number

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THIS PORTION NOT TO BE COMPLETED BY SUBSCRIBER

RECEIPT AND ACCEPTANCE

CASH OR CHECK AND SUBSCRIPTION AGREEMENT RECEIVED ON 7/21/2022.

By: DocuSigned by: [signature] 1BC8804686F3418...

SUBSCRIPTION ACCEPTED ON 7/21/2022.

PreIPO Corporation

By: Michael Carney

Name: Michael Carney
Title: Chief Operating Officer

WIRE TRANSFER INSTRUCTIONS

If Subscriber wishes to wire transfer the purchase price of his Shares, he or she shall wire transfer immediately available funds in the amount of the Purchase Price subscribed for hereunder, as follows:

Bank: Bank of America
Parkland Isles -6101 Coral Ridge Drive.
Coral Springs, Fl33076

Account Name: PreIPO Corp

Account No.: [redacted]7263

Bank Routing No.: 026009593

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Offering by

PrelPO Corporation

PURCHASER QUESTIONNAIRE

You are being asked to complete this Purchaser Questionnaire so that a determination can be made as to whether you are qualified to purchase shares of common stock ("Shares") of PrelPO Corp., a Wyoming corporation (the "Company"), for a purchase price of $5.33 per Share. If the Shares subscribed for are to be owned by more than one person, you and each other co-subscriber must complete a separate Purchaser Questionnaire (except if the co-subscriber is your spouse) and sign the signature page attached hereto. If your spouse is a co-subscriber, you must indicate his or her name and social security number.

Your answers to the questions contained herein must be true and correct. Your answers will be kept confidential; however, by signing this Purchaser Questionnaire, you will be authorizing the Company to present a completed copy of this Purchaser Questionnaire to such parties as it may deem appropriate in order to make certain that the offer and sale of the Shares will not result in a violation of the Securities Act of 1933, as amended (the "Securities Act"), or of the securities laws of any state. Any prospective purchaser may be required to furnish additional information as the Company determines in its sole discretion.

This Purchaser Questionnaire does not constitute an offer to sell or a solicitation of an offer to buy the Shares or any other security of the Company.

All questions must be answered. If the appropriate answer is "None" or "Not applicable," please so state. Please print or type your answers to all questions and attach additional sheets if necessary to complete your answers to any item.

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GENERAL INFORMATION

If Purchaser is an individual:

1. Name(s):_____

2. Age(s):_____

3. Social Security Number:

   Subscriber:_____

   Co-subscriber:_____

4. Home Address:_____

5. Business Address:_____

6. Send mail to:_____

7. Home Telephone:_____

8. Business Telephone:_____

9. Occupation:_____

10. Employer:_____

11. Education (Highest Degree Obtained):_____

If Purchaser is a corporation, partnership, trust, limited liability company or other entity (an "Entity"):

1. Name of Entity: THE REVOCABLE LIVING TRUST OF PAUL GOLDMAN ORIGINALLY DATED: JANUARY 7, 2011 AMENDED AND RESTATED: MARCH 23, 2022

2. Date of Organization: January 7, 2011

3. State of Organization: Florida

4. Taxpayer Identification No.: [redacted]

5. Principal Business Address: [redacted] Pompano Beach, FL 33062

6. Telephone: 954-484-3000

7. Send Mail to: [redacted] Pompano Beach, FL 33062

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8. Other:_____

FINANCIAL SUITABILITY

To be eligible to purchase the Shares, a subscriber must be an "accredited investor" as defined in Rule 501 under Regulation D promulgated under the Securities Act, which requirements are described below or must not be a "U.S. Person" as defined in Rule 902(o) promulgated under the Securities Act.

In addition, if the subscriber is a corporation or business trust, partnership, trust or employee benefit plan: (i)(a) formed for the specific purpose of acquiring the Shares or (b) having total assets of $5,000,000 or less, then each equity owner of the investing entity must be an accredited investor and must meet the suitability standards for individual investors and EACH EQUITY OWNER MUST COMPLETE AN INDIVIDUAL PURCHASER QUESTIONNAIRE or (ii)(a) not formed for the specific purpose of acquiring the Shares and (b) having total assets of more than $5,000,000, then the investing entity, but not the equity owners of the investing entity, must have the capacity to protect its own interests in connection with an investment in the Shares and the INVESTING ENTITY MUST COMPLETE THIS QUESTIONNAIRE, BUT NO EQUITY OWNER NEED FILL OUT A SEPARATE QUESTIONNAIRE.

To be Completed by Individuals:

The following questions are intended to permit a determination of whether you meet the above suitability standards. Answer all questions "yes" or "no" as they are applicable to your individual situation.

I certify that I have a net worth in excess of $1,000,000 (not including primary residence home equity value).

Yes _____ No _____

I certify that:

I had an individual income[1] of more than $200,000 in each of the calendar years 2020 and 2021 and I reasonably expect to have an individual income in excess of $200,000 in calendar year 2022; or

---

1 For purposes of this Purchase Questionnaire, "individual income" means "adjusted gross income" as reported for federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any interest income received that is tax-exempt under section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040) and (iii) any deduction claimed for depletion under section 611 et seq. of the Code.

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I had joint income[2] with my spouse in excess of $300,000 in each of the calendar years 2020 and 2021 and I reasonably expect to have joint income with my spouse in excess of $300,000 in calendar year 2022.

Yes _____ No _____

Are you obligated as an endorser, guarantor, surety, indemnitor or otherwise for any significant contingent liabilities or are there any suits outstanding or litigation or claims pending against you that could adversely and materially affect your financial condition?

Yes _____ No _____
If "Yes," please provide details:

_____

_____

_____

To be completed by Entities:

The following questions are intended to permit a determination of whether the subscriber meets the above suitability standards. Answer all questions "yes" or "no" as they are applicable to the situation of the subscriber.

A. (1) Has the subscribing corporation, partnership, trust or employee benefit plan been formed for the specific purpose of investing in the Shares?

Yes _____ No X

(2) Does the subscribing corporation, partnership, trust or employee benefit plan have total assets of $5,000,000 or less?

Yes X No _____

If the answer to **both** of questions A(1) and A(2) is "No," respond to question **B** below. If the answer to **either** of questions A(1) or A(2) is "Yes," respond to question **C** below.

B. (1) The undersigned entity certifies that it is an "accredited investor" because it falls into the indicated category. Please indicate the appropriate category by CHECKING OR PUTTING YOUR INITIALS ON the appropriate line.

---

2 For purpose of this Purchaser Questionnaire, "joint income" means "adjusted gross income" of you and your spouse reported for federal income tax purposes, increased by the following amounts: (i) the amount of any interest income received that is tax-exempt under section 103 of the Code, (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040) and (iii) any deduction claimed for depletion under section 611 et seq. of the Code.

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_____(a) a bank as defined in section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act, whether acting in an individual or fiduciary capacity;

_____(b) a broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934;

_____(c) an insurance company as defined in section 2(13) of the Securities Act;

_____(d) an investment company registered under the Investment Company Act of 1940;

_____(e) a business development company as defined in section 2(a)(48) of the Investment Company Act of 1940;

_____(f) a Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958;

_____(g) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees if such plan has total assets in excess of $5,000,000;

_____(h) an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

_____(i) a private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

_____(j) an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of $5,000,000; or

_____(k) a trust with total assets in excess of $5,000,000, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii).

(2) The undersigned entity has the capacity to protect its own interests in connection with its proposed investment in the Shares.

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Yes _____ No _____

C. The undersigned entity certifies that it is an accredited investor because each of its stockholders, partners or beneficiaries meets at least one of the following categories. Please indicate the relevant categories by CHECKING OR PUTTING YOUR INITIALS ON the appropriate lines.

PG (1) The shareholder, partner or beneficiary is a natural person whose individual net worth, or joint net worth[3] with his/her spouse, at the time of his/her purchase exceeds $1,000,000.

_____(2) The shareholder, partner or beneficiary is a natural person who had (A) an individual income in excess of $200,000 for calendar years 2020 and 2021 and who reasonably expects to have an individual income in excess of $200,000 for calendar year 2022 or (B) a joint income with that of his/her spouse in excess of $300,000 for calendar years 2020 and 2021 and who reasonably expects to have a joint income with that of his/her spouse in excess of $300,000 for calendar year 2022.

_____(3) The shareholder, partner or beneficiary is a corporation, partnership, trust or other entity that meets the description of at least one of the organizations specified in statement B(1) above.

D. Is the subscribing entity obligated as an endorser, guarantor, surety, indemnitor or otherwise for any significant contingent liabilities or are there any suits outstanding or litigation or claims pending against the subscribing entity which could adversely and materially affect its financial condition?

Yes _____ No _____

If "Yes," please provide details:

_____

_____

_____

IN WITNESS WHEREOF, the undersigned represents the foregoing information to be true and correct and understands that such information will be relied upon by PreIPO Corp in connection with the purchase of the Shares by the undersigned. This Purchaser Questionnaire is executed the 19 day of July, 2022.

Paul Goldman, Trustee

3 For purpose of this Purchaser Questionnaire, "net worth" means the excess of total assets at fair market value, personal property (but not including primary residence home equity value), over total liabilities, including mortgages and income taxes on unrealized appreciation of assets.

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Print Name of Subscribing Entity or Individual

THE REVOCABLE LIVING TRUST OF PAUL GOLDMAN
ORIGINALLY DATED JANUARY 7, 2011
AMENDED AND RESTATED MARCH 23, 2022

By: _____

Name: Paul Goldman

Title: Trustee

_____

Print Name of joint person

By: _____

Name:

Title:

_____

Print Name of joint person

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EXHIBIT B

INVESTORS PRESENTATION

(AVAILABLE UPON REQUEST)

AM 56332126 2

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EXHIBIT C

CAPITALIZATION TABLE

(AVAILABLE UPON REQUEST)

AM 56432126 2

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Issued to: Donald V. Alecci Memorandum No. 1057

PreIPO Corporation

(A Wyoming Corporation)

PreIPO

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

This Confidential Private Placement Memorandum (the "Memorandum") describes the private offering (the "Offering") to accredited investors ("Owners" or "Investors") of Shares of common stock (the "Shares") in PreIPO Corporation (the "Company"). The securities being offered have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered and sold in reliance on exemptions from registration requirements pursuant to Section 4(2) of the Securities Act, Rule 506 as promulgated by the Securities and Exchange Commission ("SEC") and similar exemption provisions of the states in which this offer is made. This Offering is being made only to accredited investors, as defined in Rule 501 of Regulation D promulgated under the Securities Act.

THESE SECURITIES ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK. PROSPECTIVE INVESTORS SHOULD REVIEW THE INFORMATION SET FORTH IN THIS MEMORANDUM BEFORE SUBSCRIBING TO PURCHASE SECURITIES. SEE "RISK FACTORS" BEGINNING ON PAGE 4 OF THIS MEMORANDUM.

EXHIBIT 14 tabbies

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NOTICE TO PROSPECTIVE INVESTORS

Offering Details. Before purchasing the Common Stock of the Company, you should carefully read this Memorandum and consider various "**RISK FACTORS**", "**INVESTOR SUITABILITY REQUIREMENTS**" and other considerations discussed in this Memorandum. Capitalized but undefined terms used in this Memorandum have the meaning set forth in the Subscription Agreement (the "Subscription Agreement"), a copy of which is attached as Exhibit A to this Memorandum.

THE SECURITIES WILL BE SOLD ONLY TO INVESTORS WHO ARE "ACCREDITED INVESTORS" (AS THAT TERM IS DEFINED PURSUANT TO RULE 501 OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED).

BY ACCEPTING DELIVERY OF THIS MEMORANDUM, THE RECIPIENT INVESTOR AGREES TO RETURN THIS MEMORANDUM AND ALL OTHER DOCUMENTS TO THE COMPANY IF THE INVESTOR ELECTS NOT TO PURCHASE ANY OF THE SECURITIES OR IF THE COMPANY ELECTS NOT TO SELL THE SECURITIES TO THAT INVESTOR, OR IF THE OFFERING IS WITHDRAWN. DELIVERY OF THIS MEMORANDUM TO ANYONE OTHER THAN AN INVESTOR OR SUCH INVESTOR'S PURCHASER REPRESENTATIVE, IF ANY, IS UNAUTHORIZED, AND ANY REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, WITHOUT THE PRIOR CONSENT OF THE COMPANY IS PROHIBITED. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO PURCHASE THE OFFERED SECURITIES, NOR SHALLTHERE BE ANY SALE OF THE OFFERED SECURITIES IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL.

THERE IS CURRENTLY NO PUBLIC MARKET FOR THE SECURITIES. A PURCHASER OF SECURITIES WILL BE REQUIRED TO REPRESENT THAT THE SECURITIES ARE BEING ACQUIRED FOR INVESTMENT PURPOSES AND NOT WITH AN INTENTION OF SALE OR DISTRIBUTION, AND A PURCHASER WILL NOT BE ABLE TO RESELL THE SECURITIES UNLESS SUCH SHARES ARE REGISTERED PURSUANT TO THE ACT AND QUALIFIED PURSUANT TO THE APPLICABLE STATE STATUTES (OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION IS AVAILABLE). ANY PURCHASER OF SECURITIES DESIRING TO TRANSFER HIS/HER/ITS UNREGISTERED SECURITIES MUST FURNISH THE COMPANY WITH AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL TO THE EFFECT THAT THE PROPOSED TRANSFER IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND DOES NOT VIOLATE FEDERAL OR STATE SECURITIES LAWS.

THIS OFFERING MAY BE WITHDRAWN OR MODIFIED AT ANY TIME BEFORE TERMINATION OF THE OFFERING AND IS SPECIFICALLY MADE SUBJECT TO THE TERMS DESCRIBED IN THIS MEMORANDUM. THE COMPANY RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTION, IN WHOLE OR IN PART.

THE COMPANY MAY, IN ITS SOLE DISCRETION, RESERVE THE RIGHT TO DIRECTLY ADVERTISE AND PROMOTE ITS SERVICES. THE COMPANY MAY ALSO FURNISH SUCH PROMOTIONAL LITERATURE AND OTHER ADVERTISING AIDS AS THE COMPANY DEEMS NECESSARY. SUCH MATERIAL SHALL REMAIN THE PROPERTY OF THE COMPANY.

DS
DVA

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ON BEHALF OF THE COMPANY CONCERNING ANY ASPECT OF THE COMPANY OR ITS ACTIVITIES, AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION, OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE. NO PERSON IS AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT SPECIFIED IN THIS MEMORANDUM AND, IF PROVIDED OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY.

PROSPECTIVE INVESTOR PURCHASERS OF THE SECURITIES ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, TAX, OR INVESTMENT ADVICE. EACH PROSPECTIVE INVESTOR PURCHASER OF SECURITIES IS URGED TO CONSULT SUCH INVESTOR'S LEGAL COUNSEL, ACCOUNTANT OR BUSINESS ADVISOR AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING ANY POSSIBLE PURCHASE OF THE SECURITIES. THE DELIVERY OF THIS MEMORANDUM AT ANY TIME DOES NOT IMPLY THAT THE INFORMATION SPECIFIED IN THIS MEMORANDUM IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS MEMORANDUM.

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PreIPO CORPORATION

SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS

Some of the statements contained in this Memorandum and Exhibits hereto constitute forward looking statements. These statements involve known and unknown risks, significant uncertainties and other factors which may cause actual plans, results, levels of activity, performance or achievements to be materially different from any future plans, results, levels of activity, performance or achievements expressed or implied by such forward looking statements. Such factors include, among other things, those listed under "**RISK FACTORS**" and elsewhere in this Memorandum. In some cases, you can identify the forward looking statements by terminology such as "may," "will," "should," "could," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential" or "continue" or the negative of such terms or other comparable terminology.

Although the Company believes that the expectations reflected in the forward looking statements are reasonable, the Company cannot guarantee future results, levels of activity, performance or achievements. The forward-looking statements and associated risks set forth in the Memorandum include or relate to: (i) the ability of the Company to obtain sufficient capital to fund its operation: (ii) the ability of the Company to obtain meaningful consumer acceptance and a successful market for the product on a national and international basis at competitive prices, (iii) the ability of the Company to develop and maintain an effective sales network, (iv) success of the Company in forecasting demand for its product, (v) the ability of the Company to maintain pricing and thereby maintain adequate profit margins, and (vi) the ability of the Company to achieve adequate intellectual property protection.

Such forward-looking statements are based on assumptions that there will be no material adverse competitive or technological change in condition of the Company's business, that there will be a demand for the Company's product, that the Company's forecasts accurately anticipate market demand, that there will be no material adverse change in the Company's operations, business or governmental regulation affecting the Company or its suppliers. The foregoing assumptions are based on judgments with respect to, among other things, future economic, competitive and market conditions, and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the Company's control. Accordingly, although the Company believes that the assumptions underlying the forward-looking statements are reasonable, any or all of such assumption could prove to be inaccurate and therefore there can be no assurance that the results contemplated in forward-looking statements will be realized. In addition, as disclosed elsewhere in the "**RISK FACTORS**" section of this Memorandum, there are a number of other risks inherent in the Company's business and operations which could cause the Company's operating results to vary markedly and adversely from prior results or the results contemplated by the forward-looking statements. Management decisions, including financial forecasts, are subjective in many respects and periodic revisions must be made to reflect actual conditions and business developments, the impact of which may cause the Company to alter its marketing, capital investment and other expenditures, which may also materially adversely affect the Company's results of operations. In light of significant uncertainties inherent in forward-looking information included in this Memorandum, the inclusion of such information should not be regarded as a representation by the Company or any other person that the Company's objectives or plans will be achieved.

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SUMMARY OF THE OFFERING

THIS SUMMARY IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO, AND SHOULD BE READ IN CONJUNCTION WITH, THE MORE DETAILED INFORMATION APPEARING ELSEWHERE IN THIS MEMORANDUM AND THE EXHIBITS HERETO. ALL PROSPECTIVE PURCHASERS OF SECURITIES SHOULD CAREFULLY REVIEW THE ENTIRE CONTENTS OF THE MEMORANDUM AND THE EXHIBITS ATTACHED HERETO INDIVIDUALLY AND WITH THEIR OWN TAX, LEGAL AND BUSINESS ADVISORS.

Capitalized terms used in this Memorandum not otherwise defined in this Memorandum are defined in the Subscription Documents or the Company Indenture documents.

The Company:	PreIPO Corporation, (the "Company") was incorporated on March 8,2021. The Company's principal business was address is 309 Fifth Avenue, New York, NY 10016 and has been amended to 399 West Palmetto Park Rd. Ste 108. Boca Raton, Fl 33432.
Business of the Company:	The Company has been formed to a specialized exchange for private securities and to develop digital tools to become the leading destination for investors, issuers and intermediaries to buy and sell private stock in high-demand companies with compliance, convenience and cost efficiency for all parties.
The Offering:	The Company is offering (the "Offering") to sell shares of common stock in the Company ("Shares") to accredited investors ("Owners" or "Investors").
Risk Factors:	A purchase of the Company's Shares involves significant risks that must be considered carefully by any Investor who may potentially purchase any Shares. See "Risk Factors" on Page 4.
Accredited Investors:	The Offering is being made privately to the Investors; provided, however, only Investors who are "Accredited Investors," as that term is defined in Rule 501 of Regulation D under the Securities Act, and a limited number of sophisticated investors, as determined by the Company, may invest in the Shares.
Offering Size:	The Company is seeking to sell up to $8,750,000 in Shares at $5.33 per Share as part of an Initial Financing.
Term of the Offering:	The Offering is to commence on or about March 9, 2022 and continue until terminated by the Company.
Use of Proceeds:	Proceeds from the Offering will be used to pay the costs of the Offering, for working capital, including, expansion of the management team development of the operating platform and business-related costs and expenses.

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To Purchase Offered Shares: To purchase the Company's Shares, the Investor must (i) complete, execute and deliver to the Company the Subscription Agreement attached to this Memorandum as Exhibit A, (ii) execute and deliver to the Company a counterpart signature pages to the Company's Shareholders Agreement (the signature page for which is attached to the Subscription Agreement) and (iii) pay the subscription price for the Shares being purchased.

Subscription Instructions: Subscription instructions including wire transfer and questionnaire information are included.

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RISK FACTORS

THE INVESTMENT OFFERED BY THIS MEMORANDUM CARRIES A SIGNIFICANT DEGREE OF RISK. AN INVESTMENT IN THE SECURITIES IS SUITABLE ONLY AS A LONG-TERM INVESTMENT FOR PERSONS OF ADEQUATE FINANCIAL MEANS WHO HAVE NO NEED FOR LIQUIDITY WITH RESPECT TO THE INVESTMENT. AS A PROSPECTIVE INVESTOR, IF YOU ARE CONSIDERING SUBSCRIBING FOR THE SECURITIES, YOU SHOULD EVALUATE THE FOLLOWING RISK FACTORS IN ADDITION TO THE OTHER INFORMATION IN THIS MEMORANDUM, PRIOR TO MAKING YOUR INVESTMENT DECISION.

The risk factors set forth in this Memorandum apply to the Company. The risks and uncertainties described below are not the only ones facing the Company. Additional risks and uncertainties that are not presently known or that the Company currently deems immaterial may also impair the Company's business operations, including risks and uncertainties generally applicable to companies that are involved in the medical/healthcare industry. If any of the following risks occur, they could materially adversely affect the Company's business, financial condition or operating results.

Offering and Investment Related Risks

The Common Shares (the "Shares") have not been registered and do not have an established trading market, which may negatively affect its market value and your ability to transfer or sell your Shares. There is no organized public market for the Shares, and it is not expected that any organized public market will develop in the near future. The Shares are a new issue of securities with no established trading market. An active trading market for the Shares may not develop or, even if it develops, may not last, in which case the trading price of the Shares could be adversely affected and your ability to transfer your Shares will be limited.

The market value of the Shares could be substantially affected by various factors. The market value of the Shares may depend on many factors, including:

- the market for similar securities;
- general economic conditions; and
- our financial condition, performance and prospects.

There is no guarantee the Company will secure a return to its Owners. The Company may never be able to secure a return on its capital assets and Investors may lose some or all of their investment. While market indicators appear to be positive (based on its internal market research) there is no guarantee that the market will not change or that the Company may not be able to take advantage of existing or potential market opportunities.

Investors will be relying on the judgment of the Company's Management regarding our use of proceeds. Pursuant to the Investors Presentation on Exhibit B, the Company has certain uses for the net proceeds from our sale of the Shares described in this Memorandum. The Company expects to use the net proceeds for general corporate purposes, including working capital, capital expenditures, and for investment in expansion efforts. Investors will be relying on the judgment of the Management regarding the application of the proceeds. Management will apply the proceeds of this Offering as directed by the Board of Directors without the approval of the Investors.

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The Company may need to raise additional capital in the immediate future. Following this Offering, if the maximum amount is raised, the Company believes its cash resources will be sufficient to fund planned operations and expansion for the immediate future. However, the Company may need additional capital within the proceeding twelve (12) months. If the Company raises additional capital through the issuance of debt securities, the interests of participating shareholders of the Company would be subordinated to the interests of debtholders and any interest payments would reduce the amount of cash available to operate and grow the business. If the Company raises additional capital through the sale of equity securities, the ownership of the participating shareholders of the Company would be diluted. Additionally, the Company does not know whether any financing, if obtained, will be adequate to meet capital needs and to support future growth.

There is no assurance that the Company will be able to acquire equity interests or shares in pre-IPO companies. The Company may not be able to acquire equity interests in pre-IPO companies for any number of reasons, including but not limited to: (i) insufficient capital to acquire companies; (ii) inability to source an adequate supply of companies willing to sell shares of their respective companies; (iii) adverse changes in regulatory matters that prohibit or restrict such acquisitions; and, (iv) an overly competitive market for such equity interests that limits the availability of shares available for acquisition by the Company.

There is no assurance that the equity interests or shares acquired in pre-IPO companies by the Company will successfully achieve an exit. Any one or more of the pre-IPO companies in which the Company acquires an equity interest in, or shares of, may not necessarily procure an exit; whether by going public, or by being acquired. Companies may opt to stay private and/or not be acquired. There may be no readily available market to sell such equity interests or shares in any one or more of the subject companies, thereby limiting the potential return of investor capital and/or the potential return on investor capital.

There is no assurance that the equity interests or shares acquired in pre-IPO companies held for resale by the Company or its assigns and/or affiliates will be sold in part or in whole to investors. Equity interests or shares of pre-IPO companies that are made available to investors to purchase may go unsold, which may restrict the intended use of investment capital to make additional investments, using the same capital, as well as expose such holdings of equity interests or shares to the risks inherent to a 'buy and hold strategy' versus a 'buy and sell strategy'.

Risks Related to the Company

The Company is in its development and early growth stages and has limited operating experience. Because of the Company's limited operating history, the Company's historical financial data may be of limited value in estimating future distributions and expenses. Even if the Company accomplishes its objectives, it may not generate the positive cash flows or returns it anticipates. The budgeted expense levels are based in part on the Company's expectations concerning future revenues. Unanticipated problems, expenses and delays are frequently encountered in establishing a new business and developing new facilities. These include, but are not limited to, inadequate funding, competition, facility development, the inability to employ or retain talent, inadequate sales and marketing, and regulatory concerns. The failure by the Company to meet any of these conditions would have a materially adverse effect upon the Company. No assurance can be given that the Company can or will ever be successful in our operations and operate profitably.

The Company's business is dependent on the availability and retention of qualified employees. The Company's success depends in part upon its ability to attract, motivate and retain a number of key qualified employees. The inability to recruit and retain these employees may delay the planned development and production of initial commercial products, which could harm our business.

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The Company's operations are susceptible to factors beyond its control. Various factors beyond our control, including adverse weather conditions, governmental regulation, production, availability, number and geographic location of facilities may affect our costs or cause a disruption in the production process, which could adversely affect the operating results of the facilities.

The Company's success depends on its ability to navigate regulatory and compliance requirements in the financial industries. The related financial industries are highly regulated with strict regulatory and compliance requirements. The Company also expects to face competition from a broad range of new and existing financial management technologies that may adversely impact the Company's growth potential.

The Company may require the licensing and/or acquisition of additional intellectual property required to optimize its business. The Company's success may be dependent, in part, on intellectual property that it will continue to develop, license, and/or acquire from third parties.

Risks Related to Investments Generally

Terrorist attacks, the wars, rising energy prices, the national deficit, the decline in the dollar and Acts of God or other events may affect the Company's business, thereby negatively affecting the Company. The Company's sales, margins and net income are affected by the impact of the current economic, market conditions, and consumer confidence and the effect of initiatives to stimulate economic recovery and to further regulate financial markets (including through changes in taxation) on the cost and availability of funding for the Company. Further, rising energy costs and the increase in the national deficit may have an adverse effect upon the economy in general. Any similar terrorist acts, wars or military conflicts, or other events such as acts of God or other major catastrophes, may have an adverse effect on the economy and the Company.

Compliance with changing regulations of FINRA, corporate governance and SEC disclosure may result in additional expense. Keeping abreast of, and in compliance with, changing laws, regulations and standards relating to corporate governance and private disclosure or SEC regulations affecting private investment in companies, may require an increased amount of management attention and external resources. The Company remains committed to maintaining high standards of governance and disclosure. As a result, the Company intends to invest all reasonably necessary resources to comply with evolving standards, and this investment may result in increased general and administrative expenses and a diversion of management time and attention from revenue generating activities to compliance-related activities.

A significant increase in litigation could have a material adverse effect on the Company's results of operations, financial condition and business prospects. As a member of the financial industry, the Company may be the subject of complaints or litigation from the federal, state, or local government alleging adverse stability or operational concerns or violation of applicable laws. Adverse publicity resulting from these allegations could harm the Company's reputation, regardless of whether the allegations are valid or whether the Company is liable.

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WHO MAY INVEST

The offer and sale of Shares is being made in reliance on exemptions from registration requirements pursuant to Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"), Rule 506 as promulgated by the Securities and Exchange Commission ("SEC") under Regulation D and similar exemption provisions of the states in which this offer is made. Accordingly, distribution of this Memorandum is strictly limited to persons who meet the requirements set forth below. The Company reserves the right, in its sole discretion, to declare any prospective Investor ineligible to purchase the Shares. Each prospective purchasing Investor of any Shares is urged to consult his or her own business, financial, or tax advisors before purchasing the Shares.

INVESTOR SUITABILITY REQUIREMENTS

Investment in the Shares involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity in this investment. This investment will be offered and sold only to a limited number of Investors who (i) purchase a minimum of 4,691 Shares at a purchase price of $5.33 per Share for a total of $25,003.03, (ii) represent in writing that they are "accredited investors", and (iii) satisfy the investor suitability requirements established by the Company and as may be required under federal or state law. The Company retains the right, in its sole discretion, to: (a) accept smaller subscriptions; (b) refuse to sell the Shares to any particular prospective investor, or (c) accept subscriptions from a limited number of sophisticated investors.

In the Subscription Agreement, attached hereto as **Exhibit A**, the purchasing Investors must certify that he, she or it is an "accredited investor" and further that he, she or it does not trigger a disqualification under the "bad actor" clause of Rule 506 of Regulation D. Specific questions concerning accredited investor and bad actor status should be directed to the Company. The Subscription Agreement requires each purchasing Investor to represent positively that he, she or it is an "accredited investor" (as defined by Rule 501 of Regulation D under the Securities Act) and not a "bad actor" (as defined by Rule 506(d) of Regulation D under the Securities Act). In addition, the Subscription Agreement requires purchasing Investors to represent positively that, among other requirements, ALL of the following requirements he, she or it satisfies the following suitability standards:

(a) the Investor is able to accommodate the economic risks associated with the purchase of the Shares and the Investor has such knowledge and experience in financial and business matters that the Investor is capable, either on his, her its own or together with his or her advisors and representatives, of evaluating the merits and risks of purchasing the Shares.

(b) prior to the purchase of the Shares, the Company has provided the Investor and his or her or its advisors full and complete access to all information with respect to the Company and its Affiliates, and the Company's proposed activities that the Investor and his or her or its advisors deemed necessary in order to evaluate the merits and risks of a purchase of the Shares; and

(c) the Shares that the Investor is offering to purchase will be purchased solely for his or her account for investment purposes only, and not with the intention of, or for resale in connection with, any distribution thereof.

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If you do not meet the requirements described above or in the Subscription Agreement attached hereto as Exhibit A, do not read further and immediately return this Memorandum to the Company at the address shown on the front cover of this Memorandum. If you do not meet such requirements, this Memorandum shall not constitute an offer to sell the Shares to you.

The investor suitability requirements stated above represent minimum suitability requirements established by the Company for Investors purchasing the Shares. However, satisfaction of these requirements by a prospective investor will not necessarily mean that the Shares are a suitable investment for such prospective investor, or that the Company will accept the prospective investor as a subscriber. Furthermore, the Company, as appropriate, may at any time elect prospectively to impose more stringent investor suitability requirements in its sole discretion.

The written representations made by prospective investors will be reviewed to determine the suitability of each such prospective investor. The Company will have the right, in the sole discretion of the Company, to refuse any subscription for the Shares if the Company believes that a prospective investor does not meet the applicable investor suitability requirements, the Shares otherwise constitute an unsuitable investment for the prospective investor, for any other reason, or for no reason.

HOW TO SUBSCRIBE

Prospective Investors desiring to subscribe for the Shares in exchange for a cash investment must carefully read this Memorandum, the Subscription Agreement, (and any other documents or Exhibits provided with this Memorandum). Then, the prospective Investors must complete, execute and deliver the Subscription Agreement and execute and deliver to the Company a counterpart signature pages to the Company's Shareholders Agreement (the signature page for which is attached to the Subscription Agreement).

Upon receipt of the signed necessary documents, verification of the prospective investor's investment qualification and acceptance of the subscription by the Company in its sole discretion, the Company will notify the prospective Investor in writing of receipt and whether or not it has accepted the subscription. All completed and submitted subscription agreements shall be irrevocable by the prospective Investor.

LEGAL & TAX CONSIDERATIONS

EACH PROSPECTIVE INVESTOR OF THE SECURITIES SHOULD CONSULT WITH THAT INVESTORS' TAX ADVISOR WITH RESPECT TO THE INDIVIDUAL FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF ACQUIRING, HOLDING AND DISPOSING OF THE SECURITIES, IN ADDITION TO ANY TAX CONSEQUENCES RESULTING FROM THE LAWS OF ANY OTHER TAXING JURISDICTION.

LITIGATION

There are no legal actions pending against the Company to the knowledge of the Company and its current Management, are any such proceedings contemplated.

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ADDITIONAL INFORMATION

Prior to the consummation of the Offering, the Company will provide to each prospective investor and such Investor's representatives and advisors, if any, the opportunity to ask questions and receive answers concerning the terms and conditions of this offering and to obtain any additional information that the Company may possess or can obtain without unreasonable effort or expense that is necessary to verify the accuracy of the information furnished to such prospective investor. Any such questions should be directed to the Company. No other persons have been authorized to give information or to make any representations concerning this Offering, and if given or made, such other information or representations must not be relied upon as having been authorized by the Company.

This Memorandum is intended to present a general outline of the policies and structure of the Company. The Company's organizational documents, which specify the rights and obligations of the Company's Investors, should be reviewed thoroughly by each prospective investor in the Company. The Summary of Terms contained in this Memorandum is necessarily incomplete and is qualified in its entirety by reference to such agreement.

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EXHIBIT A

PREIPO CORPORATION

SUBSCRIPTION AGREEMENT

This Subscription Agreement pertains to the offering by PreIPO Corporation, a Wyoming corporation (the "**Company**") of 1,641,651 shares of common stock (the "**Shares**"), at a purchase price of $5.33 per Share for an aggregate offering of up to $8,750,000.00 (the "**Offering**"). The Company is making this offering solely to accredited investors (as defined under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**").

The undersigned, intending to be legally bound, hereby offers to purchase from the Company, a total of [10,000] Shares for a purchase price of $5.33 per share

The Company will be deemed to have accepted this offer upon execution by it of the Receipt and Acceptance attached to this Subscription Agreement. This subscription is submitted to the Company subject to its acceptance and in accordance with, and subject to the terms and conditions described in, this Subscription Agreement.

1. *Verification of Investor Suitability under Regulation D.* The undersigned understands that in order to subscribe for the Shares in this Offering, the undersigned must be an "accredited investor" as defined in Section 501 of Regulation D under the Securities Act.

2. *Amount and Method of Payment.* The purchase price for the Shares is [$5.33 / share] Dollars ($53,300.00) and shall be paid by tender of a check made payable to PreIPO Corp., or wire transfer of immediately available funds to the account set forth on the last page hereof in the amount identified above, (the **"Purchase Price"**).

3. *Acceptance of Subscription.*

The undersigned understands and agrees that the Company, in its sole discretion, reserves the right to accept or reject this or any other subscription for Shares in whole or in part at any time prior to the Closing (as defined below).

In the event that this subscription is rejected in whole or in part, the Company shall promptly return all or the applicable portion of the Purchase Price to the undersigned, as the case may be, and this Subscription Agreement shall thereafter have no force or effect except with respect to the portion, if any, of this subscription that is accepted by the Company.

4. *Registration Rights.*

Piggyback Registrations.

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Notice of Registration. If, at any time, the Company proposes to file a Registration Statement with the Securities and Exchange Commission (the "**SEC**") in connection with any public offering of common stock (other than in connection with an initial public offering of common stock), whether for the account of the Company or any other person (other than a Registration Statement on Form S-4 or Form S-8 (or any successor forms under the Securities Act) or other registrations relating solely to employee benefit plans or any transaction governed by Rule 145 under the Securities Act), the Company shall give written notice of such proposed filing and proposed date thereof to each Holder that owns Shares at least fifteen (15) days before the anticipated filing of such Registration Statement, offering such Holder the opportunity to offer and sell its Shares (the **"Registrable Securities"**), by means of the prospectus contained in such Registration Statement. If such Holder desires to have its Registrable Securities registered under such Registration Statement pursuant to this paragraph 4(a), then Holder shall advise the Company thereof in writing within ten (10) days after the date of its receipt of the Company's notice (which request shall set forth the number of Registrable Securities for which registration is requested). Subject to subsection 4(b) hereof, the Company shall include in such Registration Statement, if filed, all Registrable Securities so requested by such Holder to be included so as to permit such securities to be sold or disposed of in the manner and on the terms set forth in such request. Such registration shall hereinafter be called a "Piggyback Registration". Each Holder shall only have one (1) right to elect to exercise a Piggyback Registration. The Company shall have the right at any time to delay or discontinue, without liability to the Holders, any Piggyback Registration under this subsection 4(a) at any time prior to the effective date of the Registration Statement if the proposed offering of common stock contemplated thereunder is discontinued.

Withdrawal Right. Any Holder shall have the right to withdraw its request for inclusion of its Registrable Securities in any Registration Statement pursuant to this subsection 4(a) by giving written notice to the Company of its request to withdraw; provided, however, that (A) such withdrawal request must be made in writing prior to the earlier of the execution of the underwriting agreement or the execution of the custody agreement with respect to such Piggyback Registration and (B) such withdrawal shall be irrevocable and, after making such withdrawal, such Holder shall no longer have any right to include Registrable Securities in the Piggyback Registration from which such Investor withdrew.

1. Drag-Along Rights.

(A) In the event that the Company approves a Sale of 10% or more of the Company (the "Drag-Along Transaction"), all Holders will consent to participate in such sale with respect to the same relative percentage being sold or transferred by the Company and raise no objections against any such Drag-Along Transaction; provided Holders receive in such Drag-Along Transaction the Drag-Along Consideration with respect to Holders' participating equity securities in the Drag-Along Transaction. The "Drag-Along Consideration" shall be determined by taking the total consideration payable to the shareholders of the Company, less all expenses in connection with the Drag Along Transaction, and treating such amount as if it were distributed to the Holders. Holders shall be entitled to the same form of consideration, payment terms and security in any Drag-Along Transaction. If the Drag-Along Transaction is structured as a transfer of equity securities, Holders shall Transfer its participating equity securities.

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(B) Holders agree to cooperate with the Company and to take any and all actions reasonably requested by the Company in connection with a Drag-Along Transaction.

(C) Each Holder of the Company shall bear and promptly pay its pro rata share (based upon the value of the consideration payable to such Holder pursuant to such Drag-Along Transaction relative to the aggregate value of the consideration payable to all Holders pursuant to such Drag-Along Transaction) net of transaction costs and expenses associated with any Drag-Along Transaction to the extent such costs are incurred by the Company for the benefit of all Holders and are not otherwise paid by the Company or the acquiring party.

2. Tag-Along Rights.

(A) In the event that any Holders of the Company desire to transfer any equity or equity like securities, directly or indirectly, representing in the aggregate for all Holders from and after the Effective Date at least 10% of the then total outstanding equity securities in the Company (whether in one transaction or a series of transactions, by one or more shareholders acting together or alone, or at one time or over time) in response to a bona fide offer (the "Tag- Along Offer") from a third party (a "Tag-Along Transaction"), then all the other Holders shall have the right (the "Tag-Along Right") to require, as a condition to the proposed Tag-Along Transaction that such proposed bona fide third party purchaser of equity securities also purchase and/or acquire such equity securities from the all the other Holders in the same proportion to all of the equity securities or warrants such other Holders then own, as the number of equity securities that is the subject of the Tag-Along Offer bears to all of the equity securities then outstanding, for an amount of consideration in respect of the other Holders' equity securities equal to the amount of distribution such other Holders would receive pursuant to the distribution provisions of this Agreement. All Holders shall be entitled to the same form of consideration, payment terms and security in connection with any Tag-Along Transaction. In the event of such proposed Transfer by any such Holders, such Holders shall provide written notice (the "Offer Notice") to the Company setting forth the name and address of the prospective transferee and other bona fide terms and conditions upon which the Transfer is contemplated along with copies of all of the relevant documents with respect to such transaction.

(B) The Tag-Along Right provided in this Section may be exercised by the other Holders by delivery of a written notice to the Company (the "Tag-Along Notice"), within fourteen (14) days following receipt by the other Holders from the Company of the Offer Notice. If the other Holders do not deliver a Tag-Along Notice within such fourteen (14) day period, the other Holders shall be deemed to have waived its Tag-Along Right with respect to the proposed Tag-Along Transaction.

(C) All Holders hereby agree to consent to, cooperate, participate in and raise no objections against any such Tag-Along Transaction pursuant to this Section to which the other Holders have exercised Tag-Along Rights in the same manner required as if such Tag-Along Transaction occurred pursuant to Section 1. Drag-Along Rights.

Allocation of Securities Included in Registration Statements. In connection with any Registration Statement in which the Holders have requested to include Registrable Securities, in the case of an

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underwritten public offering, if the managing underwriter(s) of such offering advise(s) or, in the case of a non-underwritten public offering, the Company determines, that the inclusion in such Registration Statement of some or all of the shares sought to be registered thereunder exceeds the number of shares (the **"Saleable Number"**) that can be sold in an orderly fashion without a substantial risk that either the price per share to be derived from such registration, the timing of such registration or the distribution of the Registrable Securities pursuant to such registration will be materially and adversely affected, then the number of shares offered thereunder shall be limited to the Saleable Number and shall be allocated as follows: (i) first, to all the shares of common stock that the Company proposes to register for its own account, (ii) second, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clause (A) above, to the Holders pro rata on the basis of the number of Registrable Securities offered for sale by each Holder, and (C) third, the difference, if any, between the Saleable Number and the number of shares to be included pursuant to clauses (A) and (B) above, to all other selling shareholders, pro rata on the basis of the number of shares offered for sale by each such shareholder.

Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to Sections 4(a) that the Holders shall furnish to the Company such information regarding themselves, the Registrable Securities held by them, and the intended method of disposition of such securities as shall be required to timely effect the registration of their Registrable Securities.

Certain Notices; Suspension of Sales. The Company may, upon written notice to the Holders, suspend the Holders' use of any Prospectus (which is a part of any Registration Statement) for a reasonable period not to exceed ninety (90) days if the Company in its reasonable judgment believes it may possess material non-public information the disclosure of which in its reasonable judgment would have a material adverse effect on the Company and its subsidiaries taken as a whole. Each Holder of Registrable Securities agrees by its acquisition of such Registrable Securities to hold any communication by the Company pursuant to this section 4(d) in confidence.

Amendments. Subject to section 4(d) hereof, the Company shall (i) prepare and file with the SEC such amendments and post-effective amendments to the Registration Statement as may be necessary to keep the Registration Statement effective for the applicable time period required herein, (ii) cause the Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Securities Act, and (iii) comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the intended methods of disposition by the Registering Shareholders set forth in such Registration Statement or Prospectus supplement.

Indemnification. In the event any Registrable Securities are included in a registration statement under Section 4(a):

To the extent permitted by law, the Company will indemnify and hold harmless each Holder and the partners, officers, directors and stockholders of each Holder, any underwriter (as defined in the Securities Act) for such Holder and each person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**), against any losses, claims, damages, or liabilities joint or several) to which they

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may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any of the following statements, omissions or violations (collectively a **"Violation"**) by the Company: (i) any untrue statement or alleged untrue statement of a material fact contained in such registration statement, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto, (ii) the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law in connection with the offering covered by such registration statement; provided however, that the indemnity agreement contained in this Section 4(f)(i) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable in any such case for any such loss, claim, damage, liability or action to the extent that it arises out of or is based upon a Violation which occurs in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, partner, officer, director, stockholder, underwriter or controlling person of such Holder.

To the extent permitted by law, each Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualification or compliance is being effected, indemnify and hold harmless the Company, each of its directors, its officers and each person, if any, who controls the Company within the meaning of the Securities Act, any underwriter and any other Holder selling securities under such registration statement or any of such other Holder's partners, directors, officers or stockholders or any person who controls such Holder, against any losses, claims, damages or liabilities to which the Company or any such person may become subject under the Securities Act, the Exchange Act or other federal or state law, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon any Violation, in each case to the extent (and only to the extent) that such Violation occurs in reliance upon and in conformity with written information furnished by such Holder under an instrument duly executed by such Holder and stated to be specifically or use in connection with such registration; and each such Holder will pay as incurred any legal or other expenses reasonably incurred by the Company or any such person in connection with investigating or defending any such loss, claim, damage, liability or action if it is judicially determined that there was such a Violation; provided, however, that the indemnity agreement contained in this Section 4(f)(ii) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld.

Promptly after receipt by an indemnified party under this Section 4(f) of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 4(f), deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party shall have the right to retain its own counsel, with the fees and expenses to be paid by the

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indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if materially prejudicial to its ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 4(f), but the omission so to deliver written notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 4(f).

If the indemnification provided for in this Section 4(f) is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any losses, claims, damages or liabilities referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the Violation(s) that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The obligations of the Company and Holders under this Section 4(f) shall survive completion of any offering of Registrable Securities in a registration statement and the termination of this Agreement. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

All expenses incurred in connection with a Piggyback Registration (excluding underwriters' and brokers' discounts and commissions), including without limitation, all federal and "blue sky" registration and qualification fees, printers and accounting fees and fees and disbursements of counsel for the Company shall be borne by the Company.

5. *Delivery of the Stock Certificate.*

The Company will execute and deliver certificate(s) representing the Shares to the subscriber within twenty (20) business days after the occurrence of each of the following items: (i) acceptance of the subscription by the Company; and (ii) receipt of the Purchase Price by the Company.

6. *Representations and Warranties.*

The undersigned hereby acknowledges, represents and warrants to, and agrees with, the Company as follows:

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The undersigned understands that the offering and sale of the Shares by the Company to the undersigned is intended to be exempt from registration under the Securities Act by virtue of Section 4(2) of the Securities Act and the provisions of Rule 506 of Regulation D promulgated thereunder and, in accordance therewith and in furtherance thereof, the undersigned represents and warrants to and agrees with the Company as follows:

The undersigned has carefully reviewed this Subscription Agreement and the Purchaser Questionnaire attached as Exhibit "A" hereto and understands the information contained in each such document;

All documents, records and books pertaining to the Company and/or this investment that the undersigned or his purchaser representative has requested have been made available for inspection by him and/or his purchaser representative, attorney, accountant, and other advisor(s);

The undersigned and/or his purchaser representative and advisor(s) have had a reasonable opportunity to ask questions of and receive information and answers from a person or persons acting on behalf of the Company concerning the offering of the Shares and all such questions have been answered and all such information has been provided to the full satisfaction of the undersigned;

Neither the undersigned nor the undersigned's purchaser representative or investment advisors, if any, have been furnished any offering literature and the undersigned and the undersigned's purchaser representative and advisors, if any, have relied only on the information, as described in subparagraphs (ii) and (iii) above, furnished or made available to them by the Company;

No oral or written representations have been made and no oral or written information has been furnished to the undersigned or his purchaser representative or advisor(s) in connection herewith that were in any way inconsistent with the information set forth in this Subscription Agreement;

The undersigned is not subscribing for the Shares as a result of or subsequent to any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting;

The undersigned acknowledges that he has either conducted his own independent evaluation of the Company and has analyzed the risks associated with an investment in the Shares or has had his purchaser representative take such actions on his behalf and has based his decision to invest in the Shares on the results of this evaluation and analysis;

The undersigned's overall commitment to investments that are not readily marketable is not disproportionate to the undersigned's net worth and the undersigned's investment in the Company will not cause such overall commitment to become disproportionate to the undersigned's net worth;

If the undersigned is a natural person, the undersigned has reached the age of majority in the jurisdiction in which the undersigned resides, has adequate net worth and means of providing for the undersigned's current financial needs and personal contingencies, is able to bear the substantial economic risks of an investment in the Shares for an indefinite period of time, has no need for

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liquidity in such investment and, at the present time, could afford a complete loss of such investment;

The address set forth below is the undersigned's true and correct residence (or, if not an individual, domiciliary) address;

The undersigned (A) has such knowledge of, and experience in, business and financial matters so as to enable him to utilize the information made available to him in connection with the offering of the Shares in order to evaluate the merits and risks of an investment in the Shares and to make an informed investment decision with respect thereto, (B) the undersigned has carefully evaluated the risks of investing and (C) has the capacity, either alone, or with a professional advisor, to protect his own interests in connection with a purchase of the Shares;

The undersigned is not relying on the Company with respect to the economic considerations of the undersigned relating to this investment. In regard to such considerations, the investor has relied on the advice of, or has consulted with, only his own advisor(s). The undersigned recognizes that the information furnished by the Company does not constitute investment, accounting, legal or tax advice. The undersigned is relying on professional advisors for such advice;

The undersigned is acquiring the Shares solely for his own account as principal, for investment purposes only and not with a view to the resale or distribution thereof, in whole or in part, and no other person has a direct or indirect beneficial interest in such Shares;

The undersigned understands that the certificate(s) evidencing ownership of the Shares and the Warrant Shares and the Warrants will each bear a restrictive legend and have not been registered under the Securities Act or any state securities laws, and may not be sold or transferred unless (i) such sale or transfer is subsequently registered thereunder; (ii) the undersigned shall have delivered to the Company an opinion of counsel (which opinion and counsel shall be reasonably acceptable to the Company) to the effect that the securities to be sold or transferred may be sold or transferred pursuant to an exemption from such registration; or (iii) the securities are sold pursuant to Rule 144 promulgated under the Securities Act (or a successor rule);

The undersigned understands that the price of the Shares has been determined arbitrarily by the Company and may not be indicative of the true value of the Shares. The undersigned understands that no assurances can be given that the Shares could be resold by the Subscriber for the subscription price or any price and he/she/it has made an independent determination of the fairness of the subscription price; and

The undersigned has received a Purchaser Questionnaire, attached as "Exhibit A" hereto. The information provided by the undersigned in the Purchaser Questionnaire is true and correct and the undersigned understands that the Company is relying upon such information in connection with the purchase of the Units by the undersigned.

The undersigned recognizes that an investment in the Shares involves a number of significant risks including, but not limited to, those risks explained to him by his purchaser representative.

The undersigned understands that no federal or state agency has passed upon the Shares or made any finding or determination as to the fairness of this investment in the Shares.

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All information that the undersigned has heretofore furnished and furnishes herewith to the Company are true, correct and complete as of the date of execution of this Subscription Agreement and if there should be any material change in such information prior to the closing of the sale of the Shares (the "**Closing**"), the undersigned will immediately furnish such revised or corrected information to the Company.

The foregoing representations, warranties and agreements, together with all other representations and warranties made or given by the undersigned to the Company in any other written statement or document delivered in connection with the transactions contemplated hereby, shall be true and correct in all respects on and as of the date of the Closing as if made on and as of such date and shall survive such date. If more than one person is signing this Subscription Agreement, each representation, warranty and undertaking herein shall be the joint and several representation, warranty and undertaking of each such person.

7. *Indemnification.*

The undersigned agrees to indemnify and hold harmless the Company and the officers and directors thereof and each other person, if any, who controls the Company, within the meaning of Section 15 of the Securities Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representations or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in any other document furnished by the undersigned to the Company in connection with this transaction.

8. *Additional Information.*

The undersigned hereby acknowledges and agrees that the Company may make or cause to be made such further inquiry and obtain such additional information as it may deem appropriate with regard to the suitability of the undersigned as an investor in the Shares.

9. *Binding Effect.*

The undersigned hereby acknowledges and agrees that, except as provided under applicable state securities laws, the subscription hereunder is irrevocable, that the undersigned is not entitled to cancel, terminate or revoke this Subscription Agreement or any agreements of the undersigned hereunder and that this Subscription Agreement and such other agreements shall survive the death or disability of the undersigned and shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns. If the undersigned is more than one person, the obligations of the undersigned hereunder shall be joint and several and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each such person and his/her/its heirs, executors, administrators, successors, legal representatives and assigns.

10. *Modification.*

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Neither this Subscription Agreement nor any provisions hereof shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge or termination is sought.

11. *Notices.*

Any notice, demand or other communication that any party hereto may be required, or may elect, to give to any other party hereunder shall be sufficiently given if (a) deposited, postage prepaid, in a United States mailbox, stamped, registered or certified mail, return receipt requested, addressed to such address as may be listed on the books of the Company, or (b) delivered personally at such address.

12. *Counterparts.*

This Subscription Agreement may be executed using separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. This Subscription Agreement may be executed and delivered via electronic facsimile transmission with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another.

13. *Entire Agreement.*

This Subscription Agreement contains the entire agreement of the parties with respect to the subject matter hereof and there are no representations, covenants or other agreements except as stated or referred to herein.

14. *Severability.*

Each provision of this Subscription Agreement is intended to be severable from every other provision, and the invalidity or illegality of any provision shall not affect the validity or legality of the remaining provisions.

15. *Assignability.*

This Subscription Agreement is not transferable or assignable by the undersigned.

16. *Applicable Law.*

This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming as applied to residents of that jurisdiction executing contracts wholly to be performed therein.

17. *Choice of Jurisdiction.*

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The undersigned agrees that any action or proceeding directly or indirectly relating to or arising out of this Subscription Agreement, any breach hereof, or any transaction covered hereby shall be resolved, whether by arbitration or otherwise, within the State of Wyoming. Accordingly, the party's consent and submit to the jurisdiction of the state courts located within the State of Wyoming or the United States federal courts. The parties further agree that any such relief whatsoever in connection with this Subscription Agreement shall be commenced by such party exclusively in the state courts located within the State of Wyoming or the United States federal courts located in a specifically designated District.

18. *Reimbursement.*

If any action or other proceeding is brought for the enforcement of this Subscription Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Subscription Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding in addition to any other relief to which they may be entitled.

19. *Further Assurances.*

Each of the parties shall execute said documents and other instruments and take such further actions as maybe reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

20. *State Securities Laws.*

Subscribers should also be aware of the following additional considerations:

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR THE SECURITIES LAWS OF ANY STATES AND THE SECURITIES ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT AND SUCH LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE DISCLOSURE MATERIALS PRODUCED TO THE SUBSCRIBERS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

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Subscription Information (to be completed by individual subscriber):

Shares Purchased 10,000

Purchase Price of Shares (Number of Shares Purchased [$ 5.33] per Share) _____

Name(s) in which the Shares is to be registered:
Donald V. Alecci

Home/Business Address [redacted] Florham Park, NJ 07932

Mailing Address _____

Form of joint ownership (if applicable). (If one of these items is checked, subscriber and co-subscriber must both sign all documents.):

Tenants-in-Common _____ Joint Tenants _____

IN WITNESS WHEREOF, the undersigned has caused this Subscription Agreement to be duly executed on the 4 day of Aug 2022.

Donald V. Alecci	DocuSigned by: Donald V. Alecci D801C087C5AF441	[redacted]
Please Print Name of Subscriber	Signature of Subscriber	Social Security Number
Please Print Name of Co-Subscriber	Signature of Co-Subscriber	Social Security Number

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THIS PORTION NOT TO BE COMPLETED BY SUBSCRIBER

RECEIPT AND ACCEPTANCE

CASH OR CHECK AND SUBSCRIPTION AGREEMENT RECEIVED ON 8/8/2022, 2022.

By: Michael Carney

SUBSCRIPTION ACCEPTED ON 8/8/2022, 2022.

PreIPO Corporation

By: DocuSigned by: Michael Carney

Name: Michael Carney
Title: Chief Operating Officer

WIRE TRANSFER INSTRUCTIONS

If Subscriber wishes to wire transfer the purchase price of his Shares, he or she shall wire transfer immediately available funds in the amount of the Purchase Price subscribed for hereunder, as follows:

Bank: Bank of America
Parkland Isles -6101 Coral Ridge Drive.
Coral Springs, Fl33076

Account Name: PreIPO Corp

Account No.: [redacted]7263

Bank Routing No.: 026009593

DM

Offering by

PreIPO Corporation

PURCHASER QUESTIONNAIRE

You are being asked to complete this Purchaser Questionnaire so that a determination can be made as to whether you are qualified to purchase shares of common stock ("Shares") of PreIPO Corp., a Wyoming corporation (the "Company"), for a purchase price of $5.33 per Share. If the Shares subscribed for are to be owned by more than one person, you and each other co-subscriber must complete a separate Purchaser Questionnaire (except if the co-subscriber is your spouse) and sign the signature page attached hereto. If your spouse is a co-subscriber, you must indicate his or her name and social security number.

Your answers to the questions contained herein must be true and correct. Your answers will be kept confidential; however, by signing this Purchaser Questionnaire, you will be authorizing the Company to present a completed copy of this Purchaser Questionnaire to such parties as it may deem appropriate in order to make certain that the offer and sale of the Shares will not result in a violation of the Securities Act of 1933, as amended (the "Securities Act"), or of the securities laws of any state. Any prospective purchaser may be required to furnish additional information as the Company determines in its sole discretion.

This Purchaser Questionnaire does not constitute an offer to sell or a solicitation of an offer to buy the Shares or any other security of the Company.

All questions must be answered. If the appropriate answer is "None" or "Not applicable," please so state. Please print or type your answers to all questions and attach additional sheets if necessary to complete your answers to any item.

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GENERAL INFORMATION

If Purchaser is an individual:

1. Name(s): Donald V. Alecci
2. Age(s): [redacted]
3. Social Security Number:
   Subscriber: [redacted]
   Co-subscriber: _____
4. Home Address: [redacted] Florham Park, NJ 07932
5. Business Address: - same as home address -
6. Send mail to: - same as home address -
7. Home Telephone: 201-446-9512
8. Business Telephone: 201-446-9512
9. Occupation: Financial Investor
10. Employer: Self-Employed
11. Education (Highest Degree Obtained): Masters of Science

If Purchaser is a corporation, partnership, trust, limited liability company or other entity (an "Entity"):

1. Name of Entity: _____
2. Date of Organization: _____
3. State of Organization: _____
4. Taxpayer Identification No.: _____
5. Principal Business Address: _____
6. Telephone: _____
7. Send Mail to: _____

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8. Other:_____

FINANCIAL SUITABILITY

To be eligible to purchase the Shares, a subscriber must be an "accredited investor" as defined in Rule 501 under Regulation D promulgated under the Securities Act, which requirements are described below or must not be a "U.S. Person" as defined in Rule 902(o) promulgated under the Securities Act.

In addition, if the subscriber is a corporation or business trust, partnership, trust or employee benefit plan: (i)(a) formed for the specific purpose of acquiring the Shares or (b) having total assets of $5,000,000 or less, then each equity owner of the investing entity must be an accredited investor and must meet the suitability standards for individual investors and EACH EQUITY OWNER MUST COMPLETE AN INDIVIDUAL PURCHASER QUESTIONNAIRE or (ii)(a) not formed for the specific purpose of acquiring the Shares and (b) having total assets of more than $5,000,000, then the investing entity, but not the equity owners of the investing entity, must have the capacity to protect its own interests in connection with an investment in the Shares and the INVESTING ENTITY MUST COMPLETE THIS QUESTIONNAIRE, BUT NO EQUITY OWNER NEED FILL OUT A SEPARATE QUESTIONNAIRE.

To be Completed by Individuals:

The following questions are intended to permit a determination of whether you meet the above suitability standards. Answer all questions "yes" or "no" as they are applicable to your individual situation.

I certify that I have a net worth in excess of $1,000,000 (not including primary residence home equity value).

Yes x No _____

I certify that:

I had an individual income[1] of more than $200,000 in each of the calendar years 2020 and 2021 and I reasonably expect to have an individual income in excess of $200,000 in calendar year 2022; or

---

1 For purposes of this Purchase Questionnaire, "individual income" means "adjusted gross income" as reported for federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any interest income received that is tax-exempt under section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040) and (iii) any deduction claimed for depletion under section 611 et seq. of the Code.

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I had joint income[2] with my spouse in excess of $300,000 in each of the calendar years 2020 and 2021 and I reasonably expect to have joint income with my spouse in excess of $300,000 in calendar year 2022.

Yes _ X _____ No _____

Are you obligated as an endorser, guarantor, surety, indemnitor or otherwise for any significant contingent liabilities or are there any suits outstanding or litigation or claims pending against you that could adversely and materially affect your financial condition?

Yes _____ No X _____
If "Yes," please provide details:

_____

_____

_____

To be completed by Entities:

The following questions are intended to permit a determination of whether the subscriber meets the above suitability standards. Answer all questions "yes" or "no" as they are applicable to the situation of the subscriber.

A. (1) Has the subscribing corporation, partnership, trust or employee benefit plan been formed for the specific purpose of investing in the Shares?

Yes _ No

(2) Does the subscribing corporation, partnership, trust or employee benefit plan have total assets of $5,000,000 or less?

Yes _____ No _____

If the answer to **both** of questions A(1) and A(2) is "No," respond to question **B** below. If the answer to **either** of questions A(1) or A(2) is "Yes," respond to question **C** below.

B. (1) The undersigned entity certifies that it is an "accredited investor" because it falls into the indicated category. Please indicate the appropriate category by CHECKING OR PUTTING YOUR INITIALS ON the appropriate line.

[2] For purpose of this Purchaser Questionnaire, "joint income" means "adjusted gross income" of you and your spouse reported for federal income tax purposes, increased by the following amounts: (i) the amount of any interest income received that is tax-exempt under section 103 of the Code, (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040) and (iii) any deduction claimed for depletion under section 611 et seq. of the Code.

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_____(a) a bank as defined in section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in section 3(a)(5)(A) of the Securities Act, whether acting in an individual or fiduciary capacity;

_____(b) a broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934;

_____(c) an insurance company as defined in section 2(13) of the Securities Act;

_____(d) an investment company registered under the Investment Company Act of 1940;

_____(e) a business development company as defined in section 2(a)(48) of the Investment Company Act of 1940;

_____(f) a Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958;

_____(g) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees if such plan has total assets in excess of $5,000,000;

_____(h) an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

_____(i) a private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

_____(j) an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of $5,000,000; or

_____(k) a trust with total assets in excess of $5,000,000, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii).

(2) The undersigned entity has the capacity to protect its own interests in connection with its proposed investment in the Shares.

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Yes _____ No _____

C. The undersigned entity certifies that it is an accredited investor because each of its stockholders, partners or beneficiaries meets at least one of the following categories. Please indicate the relevant categories by CHECKING OR PUTTING YOUR INITIALS ON the appropriate lines.

_____ (1) The shareholder, partner or beneficiary is a natural person whose individual net worth, or joint net worth[3] with his/her spouse, at the time of his/her purchase exceeds $1,000,000.

_____(2) The shareholder, partner or beneficiary is a natural person who had (A) an individual income in excess of $200,000 for calendar years 2020 and 2021 and who reasonably expects to have an individual income in excess of $200,000 for calendar year 2022 or (B) a joint income with that of his/her spouse in excess of $300,000 for calendar years 2020 and 2021 and who reasonably expects to have a joint income with that of his/her spouse in excess of $300,000 for calendar year 2022.

_____ (3) The shareholder, partner or beneficiary is a corporation, partnership, trust or other entity that meets the description of at least one of the organizations specified in statement B(1) above.

D. Is the subscribing entity obligated as an endorser, guarantor, surety, indemnitor or otherwise for any significant contingent liabilities or are there any suits outstanding or litigation or claims pending against the subscribing entity which could adversely and materially affect its financial condition?

Yes _____ No _____
If "Yes," please provide details:

_____

_____

_____

IN WITNESS WHEREOF, the undersigned represents the foregoing information to be true and correct and understands that such information will be relied upon by PreIPO Corp in connection with the purchase of the Shares by the undersigned. This Purchaser Questionnaire is executed the 4 day of August, 2022.

[3] For purpose of this Purchaser Questionnaire, "net worth" means the excess of total assets at fair market value, personal property (but not including primary residence home equity value), over total liabilities, including mortgages and income taxes on unrealized appreciation of assets.

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Print Name of Subscribing Entity or Individual

By: DocuSigned by: Donald V. Alecci D601C087C5AE441 8/4/2022

Name: Donald V. Alecci

Title: Mr.

Print Name of joint person

By:

Name:

Title:

Print Name of joint person

EXHIBIT B

INVESTORS PRESENTATION

(AVAILABLE UPON REQUEST)

DocuSign Envelope ID: B819C452-3792-47E1-A20E-68D8A7D48758

EXHIBIT C

CAPITALIZATION TABLE

(AVAILABLE UPON REQUEST)

ATTACHMENT

14

From: J.D. Mattera [jd@preipo.com]
Sent: 6/29/2022 5:30:56 AM
To: PreIPO Accounting [accounting@preipo.com]
CC: Michael Carney [mc@preipo.com]
Subject: Re: Payment Authorization - Disbursement of $63,960 for 1054C Subscription
Attachments: Untitled attachment 07349.html; Payment Authorization - Disbursement of $63,960 for 1054C 06-29-2022.pdf

Confirmed

JD Mattera
Founder Global Head Of Strategic Partnerships

T: +1.561.271.2717 **E:** jd@preipo.com

309 Fifth Avenue Suite 32B
New York, NY 10016

On Jun 29, 2022, at 6:27 AM, PreIPO Accounting <accounting@preipo.com> wrote:

Dear John and Mike:

Do you each authorize the below disbursement highlighted in yellow in the attached and below please?

Allocations	Cash Out	%
Brian Cohen Retainer 5%	$ 3,198.00	5.0%
Pre-IPO Corp Inc.	$ 37,614.56	58.8%
Boss Global Advisory LLC Retainer	$ 8,680.29	13.6%
Systematic Group LLC Retainer	$ 8,680.29	13.6%
Lola & Marcus LLC Retainer	$ 2,893.43	4.5%
David Grzan	$ 2,893.43	4.5%
Cash Out, Total	$ 63,960.00	100.0%

Thanks and Best Regards,

Paulina

EXHIBIT
tabbies 15

Paulina Marcekova
Director of Finance

accounting@preipo.com

399 West Palmetto Park Rd. Ste 108
Boca Raton, Fl. 33432 | USA

www.PreIPO.com

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PRE-IPO CORP INC.

EQUITY INVESTMENT 2022

		Cash In	Shares	PPS	% of Investment
received on 6/29/2022 for 1054C		$ 63,960.00	12,000	$ 5.33	0.73%
Brian Cohen Retainer 5%		$ (3,198.00)			-0.04%
	Total For Allocations	**$ 60,762.00**			**0.69%**

USES OF CAPITAL

** The proceeds will be distributed proportionately to any portion of the Investment within 24 hours from the receipt of any portion of the Investment*

Allocations		Cash Out	%
Brian Cohen Retainer 5%		$ 3,198.00	5.0%
Pre-IPO Corp Inc.		$ 37,614.56	58.8%
Boss Global Advisory LLC Retainer		$ 8,680.29	13.6%
Systematic Group LLC Retainer		$ 8,680.29	13.6%
Lola & Marcus LLC Retainer		$ 2,893.43	4.5%
David Grzan		$ 2,893.43	4.5%
	Cash Out, Total	**$ 63,960.00**	100.0%

Balance Due on Investment		Balance	%	Advances	Balance
Pre-IPO Corp Inc.		$ 4,549,636.35	61.9%		
Boss Global Advisory LLC Retainer		$ 1,046,615.58	14.3%	$ 80,000.00	$ 966,615.58
Systematic Group LLC Retainer		$ 1,046,615.60	14.3%		
Lola & Marcus LLC Retainer		$ 348,871.86	4.8%	$ 40,000.00	$ 308,871.86
David Grzan		$ 348,871.85	4.8%		
	Cash Due, Total	**$ 7,340,611.24**	100.0%		

Retainer Advances		Boss Global Advisory LL	Lola & Marcus LL	RAM Advisors LLC
4/28/2022		$ 30,000.00	$ 15,000.00	$ 30,000.00
5/13/2022		$ 20,000.00	$ 10,000.00	
5/20/2022		$ 10,000.00	$ 5,000.00	
5/30/2022		$ 10,000.00	$ 5,000.00	
6/6/2022		$ 10,000.00	$ 5,000.00	
	Total Advances	**$ 80,000.00**	**$ 40,000.00**	**$ 30,000.00**

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ATTACHMENT

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From: PreIPO Accounting [accounting@preipo.com]
Sent: 9/14/2022 12:13:41 PM
To: Michael Carney [mc@preipo.com]
CC: J.D. Mattera [jd@preipo.com]; David Grzan [dg@preipo.com]
Subject: Re: Payment Authorization - Disbursement of $57,990.40 for 1095 Subscription

For clarification:

First authorization: John (he must approve)

Second authorization: either Mike or Dave

On Wednesday, September 14, 2022, Michael Carney <mc@preipo.com> wrote:
Hi Paulina,

As long as 2 of the 3 JD, Dave or myself approve you are good to go.

Let me know if you have any questions.

Mike

On Sep 14, 2022, at 11:37 AM, PreIPO Accounting <accounting@preipo.com> wrote:

Dear John and All:

Yes I told Mike you all have to decide who is authorizing. Last week you all said Mike and David is authorizing. Whatever it is I will comply.

Please confirm.

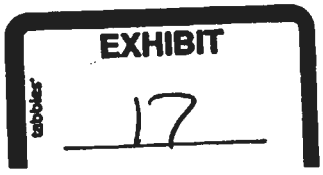
On Wednesday, September 14, 2022, J.D. Mattera <jd@preipo.com> wrote:
Paulina I need to authorize all So make sure that I'm on the email that goes off

JD Mattera
Founder | Global Head Of Strategic Partnerships

+1.561.271.2717
jd@preipo.com
851 South Federal Highway Ste 201 Boca Raton Fl 33432

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On Sep 13, 2022, at 1:33 PM, J.D. Mattera <jd@preipo.com> wrote:

Confirmed

On Sep 13, 2022, at 1:22 PM, PreIPO Accounting <accounting@preipo.com> wrote:

Dear David and Mike:

Do you each authorize the below disbursement highlighted in yellow in the attached and below please?

Allocations		Cash Out	%
Andrew Abbey Retainer 5%	$	2,899.52	5.0%
Pre-IPO Corp Inc.	$	41,973.99	72.4%
Boss Global Advisory LLC Retainer	$	7,870.13	13.6%
Lola & Marcus LLC Retainer	$	2,623.38	4.5%
David Grzan Retainer	$	2,623.38	4.5%
Cash Out, Total	$	57,990.40	100.0%

Thanks and Best Regards,

Paulina

Paulina Marcekova
Director of Finance
accounting@preipo.com
399 West Palmetto Park Rd. Ste 108
Boca Raton, Fl. 33432 | USA
www.PreIPO.com

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Thanks and Best Regards,

Paulina

Paulina Carney

Director | Finance

561.771.8069

accounting@preipo.com

851 South Federal Highway 2ND Floor. Road Boca Raton, FL 33432

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--

Thanks and Best Regards,

Paulina

Paulina Carney

Director | Finance

561.771.8069

accounting@preipo.com

851 South Federal Highway 2ND Floor. Road Boca Raton, FL 33432



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ATTACHMENT

16

From: J.D. Mattera [jd@preipo.com]
Sent: 3/18/2022 8:57:54 AM
To: PreIPO Accounting [accounting@preipo.com]
CC: Michael Carney [mc@preipo.com]
Subject: Re: Expiration/Termination of Term Sheet
Attachments: Untitled attachment 10125.html; image001.jpg; image001.jpg; Untitled attachment 10128.html; image001.jpg; Untitled attachment 10131.html; image001.jpg; Untitled attachment 10134.html; DCM Invoice Pre02.pdf; Untitled attachment 10137.html

Yes I authorized

John Andrew
Founder & Global Head of Strategic Partnerships

jd@preipo.com
+1 561 271 2717

Dofourstrasse 60 8702 Zollikon Switzerland309 Fifth Avenue, Suite 32B New York, NY 10016 USA

On Mar 18, 2022, at 9:52 AM, PreIPO Accounting <accounting@preipo.com> wrote:

Dear JD:

Do you authorize payment of $2,947 to Henry James for " CEO remuneration" on the attached invoice please?

Mike:

Thank you. Will do as soon as I get the authorization from JD.

Paulina

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On Fri, Mar 18, 2022 at 8:20 AM <mc@preipo.com> wrote:

Correction. Only pay this one..

From: mc@preipo.com <mc@preipo.com>
Sent: Friday, March 18, 2022 8:05 AM
To: accounting@preipo.com
Cc: 'J.D. Mattera' <jd@preipo.com>
Subject: FW: Expiration/Termination of Term Sheet

Pauli,

Please send out wire to pay the attached reimbursement invoices.

You can email Henry and CC Andy Nelson which both emails are below.

From: Henry James <hjames@espo.io>
Sent: Friday, February 25, 2022 8:26 AM
To: Rudy Mazzocchi <rm@preipo.com>
Cc: J D <jd@preipo.com>; Michael Carney <mc@preipo.com>; Andrew Elson <aelson@finexdlt.com>
Subject: Re: Expiration Termination of Term Sheet

Dear Rudy,

This decision has come as quite a shock. However it is clear that something has gone awry and we respect PreIPO's need to pivot.

Please find attached an amended invoice dated 12 February 2022 with the remuneration amount stipulated in your termination letter, plus an invoice for the hotel expenses I incurred in Boca Raton.

We would welcome a discussion regarding a partnership or alternative arrangement between Finex and PreIPO when the time is right for PreIPO.

Kind regards,

Henry

From: Rudy Mazzocchi <rm@preipo.com>
Date: Wednesday, 23 February 2022 at 18:42
To: Henry James <hj@preipo.com>, Henry James <hjames@espo.io>
Cc: J D <jd@preipo.com>, Michael Carney <mc@preipo.com>, Andrew Elson <aelson@finexdlt.com>
Subject: Expiration/Termination of Term Sheet

Hello Henry,

With much regret, I am forwarding the attached termination notice of our Term Sheet and related activities that were designed to lead to a potential merger between PreIPO and FINEX. There appears to be a misalignment of general understanding regarding the financing efforts, use of proceeds, and timing of payments regarding key relevant matters.

Given the expiration date of this Term Sheet, I suggest we take a "pause" and reconsider how we might best form a partnership and/or collaboration of a different sort.

Unfortunately, I will be traveling now (to Mexico for a church mission) through next Monday. I will try to be responsive via email over the next couple of days.

All the very best,

Rudy

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ATTACHMENT

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From: PreIPO Accounting [accounting@preipo.com]
Sent: 5/4/2022 9:47:17 PM
To: J.D. Mattera [jd@preipo.com]
CC: Michael Carney [mc@preipo.com]
Subject: Re: Payment Authorization for Megalodon $15,000

Thank you John.

On Wednesday, May 4, 2022, J.D. Mattera <jd@preipo.com> wrote:
Confirmed

JD Mattera
Founder & Global Head of Strategic Partnerships

jd@preipo.com

PreIPO

+1 561 271 2717

Dofourstrasse 60 8702 Zollikon Switzerland

On May 4, 2022, at 6:42 PM, Michael Carney <mc@preipo.com> wrote:

Yes

Mike

—

Michael Carney
Co-Founder, Chief Operating Officer
mc@preipo.com
+1 305 450 9287
399 West Palmetto Park Rd. Ste 108
Boca Raton, Fl. 33432, USA
www.PreIPO.com

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On May 4, 2022, at 6:33 PM, PreIPO Accounting <accounting@preipo.com> wrote:

Dear JD and Mike:

Do you authorize a monthly payment of $15,000 to Megalodon?

Thanks and Best Regards,

Paulina

PreIPO.com

Paulina Marcekova
Director of Finance
accounting@preipo.com

399 West Palmetto Park Rd. Ste 108
Boca Raton, Fl. 33432 | USA

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Thanks and Best Regards,

Paulina

PreIPO.com

Paulina Marcekova
Director of Finance

accounting@preipo.com

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Boca Raton, Fl. 33432 | USA

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ATTACHMENT

18

From: Michael Carney [mc@preipo.com]
Sent: 6/15/2022 11:19:19 AM
To: Pauli Carney [accounting@preipo.com]
Subject: Fwd: Payment Authorization - $37,500 3rd Installment to New Venture

Mike

Begin forwarded message:

From: "J.D. Mattera" <jd@preipo.com>
Date: June 15, 2022 at 5:57:36 PM GMT+2
To: mc@preipo.com
Subject: Re: Payment Authorization - $37,500 3rd Installment to New Venture

Confirmed

JD Mattera
Founder | Global Head Of Strategic Partnerships

T: +1.561.271.2717 E: jd@preipo.com

309 Fifth Avenue Suite 32B
New York, NY 10016

On Jun 15, 2022, at 11:54 AM, mc@preipo.com wrote:

Yes

From: PreIPO Accounting <accounting@preipo.com>
Sent: Wednesday, June 15, 2022 5:32 PM
To: Michael Carney <mc@preipo.com>; J D <jd@preipo.com>
Subject: Payment Authorization - $37,500 3rd Installment to New Venture

Dear John and Mike:

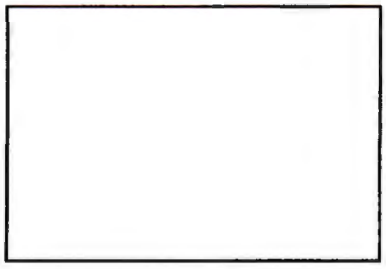
Do you both authorize 3rd installment of $37,500 to New Venture?

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Thanks and Best Regards,

Paulina



Paulina Marcekova
Director of Finance
accounting@preipo.com

399 West Palmetto Park Rd. Ste 108
Boca Raton, Fl. 33432 | USA

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ATTACHMENT

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From: PreIPO Accounting [accounting@preipo.com]
Sent: 10/28/2022 6:39:16 AM
To: Michael Carney [mc@preipo.com]; J D [jd@preipo.com]
Subject: September Bank Statements Checking: BoA, Chase CC: AMEX, BoA, Chase
Attachments: BoA Statement 2022-09-30.pdf; 20220930-statements-1175.pdf; AMEX CC 1008 - 2022-10-03.pdf; CC 0614 eStmt_2022-10-10.pdf; 20221027-statements-CC Chase 1240.pdf

Dear John:

Please see attached statements.

Thanks and Best Regards,

Paulina

Paulina Carney
Director of Finance

561.771.8069
accounting@preipo.com
851 South Federal Highway 2ND Floor. Road Boca Raton, FL 33432

Schedule a Meeting www.preipo.com

This email is not a recommendation, offer, solicitation of an offer, or advice to buy or sell securities by PreIPO Corp, Preipo com or any of its affiliates. This email is for the sole use of the intended recipient(s) and may contain proprietary, confidential and/or privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient (or an employee or agent responsible to deliver it to the intended recipient), you may not copy or deliver this message to anyone. In such a case, you should destroy this message and kindly notify the sender by reply by email, indicating such an error

The preceding email message (including any attachments) contains information that may be confidential, may be protected by the attorney-client or other applicable privileges, or may constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it (including any attachments) from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful. Email transmission cannot be guaranteed to be secure or error-free because information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. Disclaimer regarding the identity of the transmitting organization: The person sending this email may be an officer, director, and/or employee of more than one company. Although the entity indicated on the signature block is PreIPO Exchange Corporation, this email is not necessarily being sent on behalf of PreIPO Exchange Corporation. Please do not hesitate to contact the person sending this email if you require any clarification regarding the foregoing.

ATTACHMENT

20

BANK OF AMERICA

P.O. Box 15284
Wilmington, DE 19850

PREIPO CORP
20896 LA QUESTA CT
BOCA RATON, FL 33428

Business Advantage

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Please see the **Important Messages - Please Read** section of your statement for important details that could impact you.

Your Business Advantage Fundamentals™ Banking

for March 29, 2022 to March 31, 2022

Account number: [redacted] 7263

PREIPO CORP

Account summary

Beginning balance on March 29, 2022	$0.00
Deposits and other credits	100.00
Withdrawals and other debits	-0.00
Checks	-0.00
Service fees	-0.00
Ending balance on March 31, 2022	$100.00

# of deposits/credits: 1
# of withdrawals/debits: 0
# of items-previous cycle[1]: 0
# of days in cycle: 3
Average ledger balance: $100.00

[1]*Includes checks paid, deposited items and other debits*

[redacted]

We're listening

You can help us understand what we're doing right and what we can do better for business owners like you. Join the Bank of America® Advisory Panel and tell us what you think. Enter code **SBDD** at **bankofamerica.com/AdvisoryPanel** to learn more and join.

Inclusion on the Advisory Panel subject to qualifications.

SSM-12-21-0029.B | 3929546

IMPORTANT INFORMATION:
BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

© 2022 Bank of America Corporation

Bank of America, N.A. Member FDIC and Equal Housing Lender

BANK OF AMERICA

Your checking account

PREIPO CORP | Account # [redacted] 7263 | March 29, 2022 to March 31, 2022

Deposits and other credits

Date	Description	Amount
03/29/22	Deposit	100.00
Total deposits and other credits		**$100.00**

Daily ledger balances

Date	Balance ($)
03/29	100.00

Introducing security you can see



Our new security meter lets you visualize your account security and moves up as you take additional steps to help protect your account.

Visit the Security Center in the Mobile Banking app or Online Banking to see your security level today. To learn more, scan this code or visit **bofa.com/SecurityCenter.**

Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

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Important Messages - Please Read

We want to make sure you stay up-to date on changes, reminders, and other important details that could impact you.

Great News!

We are eliminating non-sufficient fund (NSF) fees and the transfer fee for Balance Connect(TM) for overdraft protection on personal and small business checking accounts.

These new fee changes and earlier changes over the last decade, together with industry-leading solutions, are helping our clients create long-term financial wellness and avoid overdraft fees.

- Starting February 18, 2022 - NSF: Returned Item Fees will no longer be charged if we DECLINE or RETURN an item unpaid when there are not enough funds in your account to cover it.

- Starting May 24, 2022 - Overdraft Protection Transfer Fees will no longer be charged for transfers to your checking account from your linked backup account(s) for the amount needed to cover the transaction if you are enrolled in Balance Connect for overdraft protection.

  Keep in mind, overdraft protection transfers from credit accounts and home equity lines of credit will continue to accrue interest, and transfers from personal savings accounts may still lead to a Withdrawal Limit Fee, as they do today.

We are also reducing overdraft fees on personal and small business checking accounts.

- Starting May 24, 2022 - Overdraft Item Fees will be lowered from $35 to $10 for each item we PAY when there are not enough funds to cover it, resulting in an overdraft on your account. We will also charge no more than two of these fees each day on any checking account (previously up to four fees were charged each day)

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BANK OF AMERICA

Business Signature Card with Substitute Form W-9

Account Number: [redacted]7263

Account Type: [X] Checking [ ] Savings [ ] Certificate of Deposit

Account Title: PREIPO CORP

Legal Designation

[ ] Individual Owner/Sole Proprietor/Single Member LLC [X] C Corporation [ ] S Corporation [ ] Trust/Estate

[ ] Partnership (Enter type of partnership): General, LP, LLP or LLLP _____

[ ] Limited Liability Company (Enter tax classification: C=C Corporation, S=S Corporation, P=Partnership) _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

[ ] Other (Defined in W-9 instructions) _____

Exemptions (codes apply only to certain entities, not individuals; see IRS instructions for Form W-9)
(Applies to accounts maintained outside the U.S.)

Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Employer Identification Number [redacted] (or) Social Security Number _____

By signing below, I/we acknowledge, agree and consent:

- To open this account and understand this does not change or replace any existing accounts I/we may have with Bank of America.
- This account is and will be governed by the terms and conditions set forth in the account opening documents, including the Deposit Agreement and Disclosures and the Business Schedule of Fees and I/we are in receipt of these documents.
- The Bank may change these documents at any time by adding new terms, or deleting or amending existing terms. The Deposit Agreement includes a provision for alternative dispute resolution.
- The signature(s) will serve as verification for any transaction in connection with this account, and as the certification (set forth below) of the taxpayer identification number (TIN) to which I/we want interest reported.
- Failure to fully complete and return the signature card may impact the ability to receive full FDIC deposit insurance coverage.

[ ] Nonresident Alien (NRA) Status: Check this box if the account holder of this account is a non U.S. entity/person (NRA) for U.S. tax purposes. Have them complete and sign the applicable Form(s) W-8.

Substitute Form W-9: Certification – Under penalties of perjury, I certify that:

1. The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (Defined in the W-9 instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. (Please refer to the IRS instructions for Form W-9).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Printed Name	Title (if applicable)	Signature	Date
MICHAEL CARNEY	PRESIDENT		03/29/2022

00-15-9297D 11-2021
NFL

Associate Name: Farzana Yacoob
Financial Center: PARKLAND ISLES

Bank Number: 075
Date: 03/29/2022

BANK OF AMERICA

BANK OF AMERICA, N.A. (THE "BANK")

Business Signature Card with Substitute Form W-9

Account Number: [redacted]7263

Account Type: ☒ Checking ☐ Savings ☐ Certificate of Deposit

Account Title: PREIPO CORP

Legal Designation

☐ Individual Owner/Sole Proprietor/Single Member LLC ☒ C Corporation ☐ S Corporation ☐ Trust/Estate

☐ Partnership (Enter type of partnership): General, LP, LLP or LLLP _____

☐ Limited Liability Company (Enter tax classification: C=C Corporation, S=S Corporation, P=Partnership) _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (Defined in W-9 instructions) _____

Exemptions (codes apply only to certain entities, not individuals; see IRS instructions for Form W-9)
(Applies to accounts maintained outside the U.S.)

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

Employer Identification Number [redacted] (or) Social Security Number _____

By signing below, I/we acknowledge, agree and consent:

- To open this account and understand this does not change or replace any existing accounts **I/we** may have with Bank of America.
- This account is and will be governed by the terms and conditions set forth in the account opening documents, including the Deposit Agreement and Disclosures and the Business Schedule of Fees and **I/we** are in receipt of these documents.
- The Bank may change these documents at any time by adding new terms, or deleting or amending existing terms. The Deposit Agreement includes a provision for alternative dispute resolution.
- The signature(s) will serve as verification for any transaction in connection with this account, and as the certification (set forth below) of the taxpayer identification number (TIN) to which **I/we** want interest reported.
- Failure to fully complete and return the signature card may impact the ability to receive full FDIC deposit insurance coverage.

☐ **Nonresident Alien (NRA) Status:** Check this box if the account holder of this account is a non U.S. entity/person (NRA) for U.S. tax purposes. Have them complete and sign the applicable Form(s) W-8.

Substitute Form W-9: Certification – Under penalties of perjury, I certify that:

1. The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (Defined in the W-9 instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. (Please refer to the IRS instructions for Form W-9).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Printed Name	Title (if applicable)	Signature	Date
MICHAEL CARNEY	Vice President		10/27/22
DAVID GRZAN	President		10/27/22

00-14-9297M 11-2018
NFL

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Associate Name: Remeria, Maria I
Financial Center: EAST PALMETTO

Bank Number: 075
Date: 10/27/2022

BANK OF AMERICA

BANK OF AMERICA, N.A. (THE "BANK")

Business Signature Card with Substitute Form W-9

Account Number: [redacted]7263

Account Type: ☒ Checking ☐ Savings ☐ Certificate of Deposit

Account Title: PREIPO CORP

Legal Designation

☐ Individual Owner/Sole Proprietor/Single Member LLC ☒ C Corporation ☐ S Corporation ☐ Trust/Estate

☐ Partnership (Enter type of partnership): General, LP, LLP or LLLP _____

☐ Limited Liability Company (Enter tax classification: C=C Corporation, S=S Corporation, P=Partnership) _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (Defined in W-9 instructions) _____

Exemptions (codes apply only to certain entities, not individuals; see IRS instructions for Form W-9)
(Applies to accounts maintained outside the U.S.)

Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Employer Identification Number [redacted] (or) Social Security Number _____

By signing below, I/we acknowledge, agree and consent:

- To open this account and understand this does not change or replace any existing accounts **I/we** may have with Bank of America.
- This account is and will be governed by the terms and conditions set forth in the account opening documents, including the Deposit Agreement and Disclosures and the Business Schedule of Fees and **I/we** are in receipt of these documents.
- The Bank may change these documents at any time by adding new terms, or deleting or amending existing terms. The Deposit Agreement includes a provision for alternative dispute resolution.
- The signature(s) will serve as verification for any transaction in connection with this account, and as the certification (set forth below) of the taxpayer identification number (TIN) to which **I/we** want interest reported.
- Failure to fully complete and return the signature card may impact the ability to receive full FDIC deposit insurance coverage.

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Substitute Form W-9: Certification – Under penalties of perjury, I certify that:

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2. I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (Defined in the W-9 instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. (Please refer to the IRS instructions for Form W-9).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Printed Name	Title (if applicable)	Signature	Date
DAVID GRZAN	president		11/23/22
ALEXA B MAJDALAWI	sec		11/23/22

00-14-9297M 11-2018
NFL

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Associate Name: Ali, Portia
Financial Center: EAST PALMETTO

Bank Number: 075
Date: 11/23/2022

BANK OF AMERICA

BANK OF AMERICA, N.A. (THE "BANK")

Business Signature Card with Substitute Form W-9

Account Number: [redacted]7263

Account Type: ☒ Checking ☐ Savings ☐ Certificate of Deposit

Account Title: PREIPO CORP

Legal Designation

☐ Individual Owner/Sole Proprietor/Single Member LLC ☒ C Corporation ☐ S Corporation ☐ Trust/Estate

☐ Partnership (Enter type of partnership): General, LP, LLP or LLLP _____

☐ Limited Liability Company (Enter tax classification: C=C Corporation, S=S Corporation, P=Partnership) _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (Defined in W-9 instructions) _____

Exemptions (codes apply only to certain entities, not individuals; see IRS instructions for Form W-9)
(Applies to accounts maintained outside the U.S.)

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

Employer Identification Number [redacted] (or) Social Security Number _____

By signing below, I/we acknowledge, agree and consent:

- To open this account and understand this does not change or replace any existing accounts **I/we** may have with Bank of America.
- This account is and will be governed by the terms and conditions set forth in the account opening documents, including the Deposit Agreement and Disclosures and the Business Schedule of Fees and **I/we** are in receipt of these documents.
- The Bank may change these documents at any time by adding new terms, or deleting or amending existing terms. The Deposit Agreement includes a provision for alternative dispute resolution.
- The signature(s) will serve as verification for any transaction in connection with this account, and as the certification (set forth below) of the taxpayer identification number (TIN) to which **I/we** want interest reported.
- Failure to fully complete and return the signature card may impact the ability to receive full FDIC deposit insurance coverage.

☐ **Nonresident Alien (NRA) Status:** Check this box if the account holder of this account is a non U.S. entity/person (NRA) for U.S. tax purposes. Have them complete and sign the applicable Form(s) W-8.

Substitute Form W-9: Certification – Under penalties of perjury, I certify that:

1. The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (Defined in the W-9 instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. (Please refer to the IRS instructions for Form W-9).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Printed Name	Title (if applicable)	Signature	Date
DAVID GRZAN	president		11/23/22
ALEXA B MAJDALAWI	sec		11/23/22

00-14-9297M 11-2018
NFL

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Associate Name: Ali, Portia
Financial Center: EAST PALMETTO

Bank Number: 075
Date: 11/23/2022

Reference number
D010923000259
Court case number
FL-4335
Court or issuer
ENF-CPU
Court case name:
PREIPO

DECLARATION OF BANK OF AMERICA BANK OFFICER AND/OR CUSTODIAN OF RECORDS

1.) Authority. I, Kristin Matysek, am a duly authorized bank officer and/or custodian of the records of Bank of America N.A with authority to execute this declaration and certify to the authenticity and accuracy of the records produced with this declaration.

2.) Records. The records produced herewith by Bank of America, N.A. are original documents or are true copies of records of a regularly conducted banking activity that:

a) Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
b) Were made and kept in the course of regularly conducted banking activity by Bank of America, N.A. personnel or by persons acting under their control; and
c) Were made and kept by the regularly conducted activity of Bank of America N.A. as a regular practice, on or about the time of the act, condition, or event recorded.

Account title:	Account ending in:	Document type:	Timeframe:
PREIPO CORP	0614	Statement Pages,	2022-04 - 2023-01
PREIPO CORP	7263	Statement Pages, Wires, Signature Card, Corporate Resolution	2022-03 - 2022-12
PREIPO CORP	3673	Statement Pages, Wires, Signature Card, Corporate Resolution	2022-12

3.) Production.

__X__The records produced herewith (together with any banking records produced by Bank of America N.A. previously in response to the subject request, order, or subpoena) constitute a complete production of bank records responsive to the subject request order or subpoena (or a complete production under the terms of a subject request, order, subpoena as subsequently limited by the issuer).

OR

_____A thorough search has been conducted and no records could be located that are responsive to the subject request, order, or subpoena.

4.) I declare under penalty of perjury that the foregoing is true and correct.

Date: 01/19/2023 Signature: Kristin Matysek Digitally signed by Kristin Matysek Date: 2023.01.19 07:00:09 -07'00'

BANK OF AMERICA

P.O. Box 15284
Wilmington, DE 19850

BANK OF AMERICA
Preferred Rewards
For Business

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

PREIPO CORP
851 S FEDERAL HWY STE 201
BOCA RATON, FL 33432-6165

Please see the **Important Messages - Please Read** section of your statement for important details that could impact you.

Your Business Advantage Relationship Banking Preferred Rewards for Bus Platinum Honors

for December 2, 2022 to December 31, 2022 Account number: [redacted] 3673

PREIPO CORP

Account summary

Beginning balance on December 2, 2022	$0.00
Deposits and other credits	182,936.64
Withdrawals and other debits	-115,553.43
Checks	-0.00
Service fees	-225.00
Ending balance on December 31, 2022	**$67,158.21**

# of deposits/credits: 5

# of withdrawals/debits: 61

# of items-previous cycle[1]: 0

# of days in cycle: 30

Average ledger balance: $103,489.57

[1]*Includes checks paid, deposited items and other debits*

BUSINESS ADVANTAGE

Go paperless. It's more secure.

Reduce the risk of lost or stolen mail. Plus, you can view your statements securely and easily—online or from our mobile app—24/7 from almost anywhere.

Simply use our **Mobile Banking app** or sign in to Business Advantage 360 and click on **Profiles & Settings** (in the upper right, next to Sign Out).

Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

SSM-01-22-2806.B | 4019267

IMPORTANT INFORMATION:
BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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BANK OF AMERICA

PREIPO CORP | Account # [redacted] 3673 | December 2, 2022 to December 31, 2022

Deposits and other credits

Date	Description			Amount
12/02/22	Agent Assisted transfer from CHK 7263 Confirmation# 7axfh1i6a			136,626.64
12/12/22	Online Banking transfer from CHK 7263 Confirmation# 4585721164			9,000.00
12/12/22	BKOFAMERICA MOBILE 12/12 3607239914 DEPOSIT	*MOBILE	FL	5,330.00
12/12/22	BKOFAMERICA MOBILE 12/12 3607276281 DEPOSIT	*MOBILE	FL	5,330.00
12/16/22	Deposit			26,650.00
Total deposits and other credits				**$182,936.64**

Withdrawals and other debits

Date	Description	Amount
12/05/22	WIRE TYPE:WIRE OUT DATE:221205 TIME:1136 ET TRN:2022120500402803 SERVICE REF:008457 BNF:SHAHADY & WURTENBERGER, P. ID:0502868344 BNF BK:CENTENNIAL BANK ID:082902757 PMT DET:415966 604 RETAINER	-6,000.00
12/08/22	Online Banking Transfer Conf# a4bke4ntp; Mattera	-9,000.00
12/08/22	Online Banking Transfer Conf# fqz12lo39; Mattera	-9,000.00
12/12/22	Zelle Transfer Conf# b4zzxl73v; Cohen, Brian	-4,995.00
12/13/22	WIRE TYPE:WIRE OUT DATE:221213 TIME:1517 ET TRN:2022121300417861 SERVICE REF:013557 BNF:SAINT CAPITAL GROUP LLC ID:8372937162 BNF BK:W ELLS FARGO BANK, N.A. ID:121000248 PMT DET:4171250 20 BI WEEKLY ENGAGEMENT	-3,692.30
12/13/22	TRANSFER PREIPO CORP:Andrew Abbey Confirmation# 0296275561	-2,307.69
12/13/22	TRANSFER PREIPO CORP:Brian Cohen Confirmation# 0296285456	-1,000.00
12/13/22	TRANSFER PREIPO CORP:5 i Consulting Inc Confirmation# 1596295327	-2,500.00
12/13/22	TRANSFER PREIPO CORP:Marco Palombo Confirmation# 0296301437	-1,000.00
12/13/22	TRANSFER PREIPO CORP:BBVI Consulting SA Confirmation# 0296316976	-2,000.00
12/13/22	Online Banking Transfer Conf# bqw2b02ws; Mattera	-2,500.00
12/13/22	WIRE TYPE:WIRE OUT DATE:221213 TIME:1546 ET TRN:2022121300431267 SERVICE REF:014572 BNF:BOSS GLOBAL ADVISORY GROUP ID:8100009935503 BNF BK:SPACE COAST CREDIT UNIO ID:263177903 PMT DET:417130148 RETAINER	-3,384.12

continued on the next page

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SSM-09-22-0050.B | 4925153

Withdrawals and other debits - continued

Date	Description	Amount
12/13/22	WIRE TYPE:WIRE OUT DATE:221213 TIME:1547 ET TRN:2022121300431703 SERVICE REF:014770 BNF:DAVID GRZAN ID:651631191 BNF BK:JPMORGAN CHASE BANK, NA ID:267084131 PMT DET:417130374 RETAINER	-2,039.15
12/13/22	TRANSFER PREIPO CORP:Brian Kane Confirmation# 1596513913	-1,250.00
12/13/22	TRANSFER PREIPO CORP:Jacob Greenberg Confirmation# 1596609797	-1,000.00
12/16/22	WIRE TYPE:BOOK OUT DATE:221216 TIME:1334 ET TRN:2022121600412339 RELATED REF:417637072 BNF:NEW VENTURES ASSOCIATES, I ID:898036244288 PMT DET:PAYMENT PLAN INSTALLMENT	-12,500.00
12/19/22	WIRE TYPE:WIRE OUT DATE:221219 TIME:1617 ET TRN:2022121900527957 SERVICE REF:015200 BNF:DAVID GRZAN ID:651631191 BNF BK:JPMORGAN CHASE BANK, NA ID:267084131 PMT DET:417910782 BONUS	-5,000.00
12/19/22	WIRE TYPE:WIRE OUT DATE:221219 TIME:1620 ET TRN:2022121900530031 SERVICE REF:015480 BNF:BOSS GLOBAL ADVISORY GROUP ID:8100009935503 BNF BK:SPACE COAST CREDIT UNIO ID:263177903 PMT DET:417911522 BONUS	-7,500.00
12/19/22	WIRE TYPE:WIRE OUT DATE:221219 TIME:1624 ET TRN:2022121900532140 SERVICE REF:015396 BNF:DAVID GRZAN ID:651631191 BNF BK:JPMORGAN CHASE BANK, NA ID:267084131 PMT DET:417912244 RETAINER 1082 EXHIBIT D	-2,505.10
12/19/22	WIRE TYPE:WIRE OUT DATE:221219 TIME:1626 ET TRN:2022121900532719 SERVICE REF:015770 BNF:BOSS GLOBAL ADVISORY GROUP ID:8100009935503 BNF BK:SPACE COAST CREDIT UNIO ID:263177903 PMT DET:417912470 RETAINER 1082 EXHIBIT D	-4,157.40
12/19/22	WIRE TYPE:WIRE OUT DATE:221219 TIME:1628 ET TRN:2022121900533705 SERVICE REF:015487 BNF:UMERGENCE HOLDINGS LLC ID:6575834362 BNF BK:LI BERTY BANK ID:211170282 PMT DET:417913062 JON LOPR ESTI PLACEMENT FEE	-2,500.00
12/21/22	AMERICAN EXPRESS DES:ACH PMT ID:W3090 INDN:PreIPO Corp CO ID:1133133497 CCD	-9,812.68
12/27/22	Online Banking Transfer Conf# avuai838v; Mattera	-2,500.00
12/27/22	WIRE TYPE:WIRE OUT DATE:221227 TIME:0515 ET TRN:2022122700140113 SERVICE REF:004846 BNF:SAINT CAPITAL GROUP LLC ID:8372937162 BNF BK:W ELLS FARGO BANK, N.A. ID:121000248 PMT DET:4186978 00 BI WEEKLY ENGAGEMENT	-3,692.30
12/27/22	TRANSFER PREIPO CORP:Frank Mondrone Confirmation# 3714872669	-500.00
12/27/22	TRANSFER PREIPO CORP:Brian Cohen Confirmation# 1514872816	-500.00
12/27/22	TRANSFER PREIPO CORP:Kuwes LLC Confirmation# 1514872921	-750.00
12/27/22	TRANSFER PREIPO CORP:Andrew Abbey Confirmation# 0214873099	-2,307.69
12/27/22	TRANSFER PREIPO CORP:5 i Consulting Inc Confirmation# 2814873218	-2,500.00
12/27/22	TRANSFER PREIPO CORP:Brian Kane Confirmation# 0214874160	-2,500.00
12/27/22	TRANSFER PREIPO CORP:Jacob Greenberg Confirmation# 3714874131	-500.00
12/27/22	TRANSFER PREIPO CORP:Marco Palombo Confirmation# 1514874605	-500.00
12/27/22	Online Banking Transfer Conf# c5y9ihhpm; Martin	-2,550.00
12/29/22	Online Banking Transfer Conf# gaieis6lx; Martin	-510.00
12/30/22	Zelle Transfer Conf# c1ofwa99h; Norma	-600.00
Total withdrawals and other debits		**-$115,553.43**

BANK OF AMERICA

PREIPO CORP | Account # [redacted] 3673 | December 2, 2022 to December 31, 2022

Service fees

Date	Transaction description	Amount
12/05/22	Prfd Rwds for Bus-Wire Fee Waiver of $30	-0.00
12/13/22	Prfd Rwds for Bus-Wire Fee Waiver of $30	-0.00
12/13/22	Prfd Rwds for Bus-Wire Fee Waiver of $30	-0.00
12/13/22	Prfd Rwds for Bus-Wire Fee Waiver of $30	-0.00
12/14/22	External transfer fee - 3 Day - 12/13/2022	-1.00
12/14/22	External transfer fee - 3 Day - 12/13/2022	-1.00
12/14/22	External transfer fee - 3 Day - 12/13/2022	-1.00
12/14/22	External transfer fee - 3 Day - 12/13/2022	-1.00
12/14/22	External transfer fee - 3 Day - 12/13/2022	-1.00
12/14/22	External transfer fee - 3 Day - 12/13/2022	-1.00
12/14/22	External transfer fee - 3 Day - 12/13/2022	-1.00
12/16/22	Wire Transfer Fee	-30.00
12/19/22	Wire Transfer Fee	-30.00
12/19/22	Wire Transfer Fee	-30.00
12/19/22	Wire Transfer Fee	-30.00
12/19/22	Wire Transfer Fee	-30.00
12/19/22	Wire Transfer Fee	-30.00
12/27/22	Wire Transfer Fee	-30.00
12/28/22	External transfer fee - 3 Day - 12/27/2022	-1.00
12/28/22	External transfer fee - 3 Day - 12/27/2022	-1.00
12/28/22	External transfer fee - 3 Day - 12/27/2022	-1.00
12/28/22	External transfer fee - 3 Day - 12/27/2022	-1.00
12/28/22	External transfer fee - 3 Day - 12/27/2022	-1.00
12/28/22	External transfer fee - 3 Day - 12/27/2022	-1.00
12/28/22	External transfer fee - 3 Day - 12/27/2022	-1.00
12/28/22	External transfer fee - 3 Day - 12/27/2022	-1.00
Total service fees		**-$225.00**

Note your Ending Balance already reflects the subtraction of Service Fees.

Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
12/02	136,626.64	12/08	112,626.64	12/13	104,618.38
12/05	130,626.64	12/12	127,291.64	12/14	104,611.38

continued on the next page

Daily ledger balances - continued

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
12/16	118,731.38	12/27	68,276.21	12/29	67,758.21
12/19	96,918.88	12/28	68,268.21	12/30	67,158.21
12/21	87,106.20				

Important Messages - Please Read

We want to make sure you stay up-to-date on changes, reminders, and other important details that could impact you.

Good news - to help you avoid missing scheduled payments, we may continue processing those payments you have set up with a debit card after the card expires.

Debit cards expiring on or after February 14, 2023 that are used for recurring, installment or subscription payments, may continue to have payments processed after the card expires. Even if you do not activate your new debit card or provide merchants with the new expiration date, your previously authorized payments may still be processed.

Do not worry, you can still cancel scheduled payments by contacting the merchants directly. If there are merchants you have provided your card number to, our Mobile Banking (Footnote 1) app and Erica®, your virtual financial assistant (Footnote 2) can provide you with a list if you ask "Where are my debit cards stored?".

(Footnote 1) Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply.

(Footnote 2) In your Bank of America Mobile App, Erica, is only available in the English language. The feature requires that you download the latest version of the Mobile Banking app and is only available in the Mobile Banking app for select iOS and Android devices. Message and data rates may apply.

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BANK OF AMERICA

Business Signature Card with Substitute Form W-9

Account Number: [redacted]3673

Account Type: [X] Checking [ ] Savings [ ] Certificate of Deposit

Account Title: PREIPO CORP

Legal Designation

[ ] Individual Owner/Sole Proprietor/Single Member LLC [X] C Corporation [ ] S Corporation [ ] Trust/Estate

[ ] Partnership (Enter type of partnership): General, LP, LLP or LLLP _____

[ ] Limited Liability Company (Enter tax classification: C=C Corporation, S=S Corporation, P=Partnership) _____

Note. Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

[ ] Other (Defined in W-9 instructions) _____

Exemptions (codes apply only to certain entities, not individuals; see IRS instructions for Form W-9)
(Applies to accounts maintained outside the U.S.)

Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Employer Identification Number [redacted] (or) Social Security Number _____

By signing below, I/we acknowledge, agree and consent:

- To open this account and understand this does not change or replace any existing accounts I/we may have with Bank of America.
- This account is and will be governed by the terms and conditions set forth in the account opening documents, including the Deposit Agreement and Disclosures and the Business Schedule of Fees and I/we are in receipt of these documents.
- The Bank may change these documents at any time by adding new terms, or deleting or amending existing terms. The Deposit Agreement includes a provision for alternative dispute resolution.
- The signature(s) will serve as verification for any transaction in connection with this account, and as the certification (set forth below) of the taxpayer identification number (TIN) to which I/we want interest reported.
- Failure to fully complete and return the signature card may impact the ability to receive full FDIC deposit insurance coverage.

[ ] Nonresident Alien (NRA) Status: Check this box if the account holder of this account is a non U.S. entity/person (NRA) for U.S. tax purposes. Have them complete and sign the applicable Form(s) W-8.

Substitute Form W-9: Certification – Under penalties of perjury, I certify that:

1. The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (Defined in the W-9 instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. (Please refer to the IRS instructions for Form W-9).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Printed Name	Title (if applicable)	Signature	Date
DAVID GRZAN	President		12/02/2022
ALEXA B MAJDALAWI	Secretary		12/02/2022
ELENA MATTERA	Authorized Signer		12/02/2022

00-15-9297D 11-2021
NFL

Associate Name: Maria Renteria
Financial Center: EAST PALMETTO

Bank Number: 075
Date: 12/02/2022

Reference number
D010923000259
Court case number
FL-4335
Court or issuer
ENF-CPU
Court case name:
PREIPO

DECLARATION OF BANK OF AMERICA BANK OFFICER AND/OR CUSTODIAN OF RECORDS

1.) Authority. I, Kristin Matysek, am a duly authorized bank officer and/or custodian of the records of Bank of America N.A with authority to execute this declaration and certify to the authenticity and accuracy of the records produced with this declaration.

2.) Records. The records produced herewith by Bank of America, N.A. are original documents or are true copies of records of a regularly conducted banking activity that:

a) Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
b) Were made and kept in the course of regularly conducted banking activity by Bank of America, N.A. personnel or by persons acting under their control; and
c) Were made and kept by the regularly conducted activity of Bank of America N.A. as a regular practice, on or about the time of the act, condition, or event recorded.

Account title:	Account ending in:	Document type:	Timeframe:
PREIPO CORP	0614	Statement Pages,	2022-04 - 2023-01
PREIPO CORP	7263	Statement Pages, Wires, Signature Card, Corporate Resolution	2022-03 - 2022-12
PREIPO CORP	3673	Statement Pages, Wires, Signature Card, Corporate Resolution	2022-12

3.) Production.

__X__The records produced herewith (together with any banking records produced by Bank of America N.A. previously in response to the subject request, order, or subpoena) constitute a complete production of bank records responsive to the subject request order or subpoena (or a complete production under the terms of a subject request, order, subpoena as subsequently limited by the issuer).

OR

_____A thorough search has been conducted and no records could be located that are responsive to the subject request, order, or subpoena.

4.) I declare under penalty of perjury that the foregoing is true and correct.

Date: 01/19/2023 Signature: Kristin Matysek Digitally signed by Kristin Matysek Date: 2023.01.19 07:00:09 -07'00'

ATTACHMENT

21

CHASE

JPMorgan Chase Bank, N.A.
P.O. Box 182051
Columbus, OH 43218-2051

March 01, 2022 through March 31, 2022
Account Number [redacted]1175

CUSTOMER SERVICE INFORMATION

Web site	**Chase.com**
Service Center	**1-800-242-7338**
Deaf and Hard of Hearing	1-800-242-7383
Para Espanol	1-888-622-4273
International Calls	1-713-262-1679

00406126 ORI 021 210 09122 NNNNNNNNNNN 1 000000000 64 0000
PREIPO CORP
20896 LA QUESTA CT
BOCA RATON FL 33428-1233

On June 12, 2022, fees for non-Chase ATM transactions are changing

We're making the following fee changes and, depending on the type of account you have with us, you may be affected.

- **Non-Chase ATM transactions fee* (Domestic Withdrawal, Domestic & International Balance Inquiry, Domestic & International Balance Transfers).** This fee will increase from $2.50 to $3.00, but you can still avoid it by using Chase ATMs. The International Withdrawal Fee for ATMs outside the U.S., Puerto Rico and the U.S. Virgin Islands remains $5.00 per withdrawal. We'll continue to waive these fees for customers receiving Chase Military Banking benefits on their Chase Business Complete Checking℠ accounts.

Please note: We'll continue to waive these fees for Chase Performance Business Checking® and Chase Platinum Business Checking℠ accounts.

For more information about banking fees, please read the Additional Banking Services and Fees for Business Accounts Deposit Account Agreement, which you can find at **chase.com/business-deposit-disclosures**, or visit a branch.

If you have any questions, please call the number on this statement. We accept operator relay calls.

Fees from the ATM owner/networks may still apply.

CHECKING SUMMARY

Chase Business Complete Checking

	INSTANCES	AMOUNT
Beginning Balance		**$0.00**
Deposits and Additions	4	138,547.00
ATM & Debit Card Withdrawals	5	-3,168.99
Electronic Withdrawals	23	-110,173.88
Fees	26	-610.00
Ending Balance	**58**	**$24,594.13**

CHASE

March 01, 2022 through March 31, 2022
Account Number [redacted]175

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
03/16	Chips Credit Via: Bank of America, N A /0959 B/O: Ulaxy LLC PA 191475227 US Ref: Nbnf=Preipo Corp Casper WY 82609-4308 US/Ac-000000008209 Org=/38301768 5779 PA 191475227 US Ogb=Bank of Am Erica, N A. New York NY US Obi=Othe R Quang Viet Tran Ho For 10 th/Ousa ND Shares At 5 33 Per Share F/OR PR Eipo Bbi=/Chgs/U Ssn 0401280 Trn: 0883210075Fc	$53,300.00
03/17	Fedwire Credit Via: Wells Fargo Bank, N A /121000248 B/O: Camm Ventures LLC Miami FL 33137 Ref: Chase Nyc/Ctr Bnf=Preipo Corp Casper WY 82609-4308 US/Ac 000000008209 Rfb=Ow00002047909691 Obi=10000 Shar Es Bbi=/Chgs/USD0.00/ Imad: 0317I1B7032R012523 Trn: 0598270076Ff	53,300.00
03/24	Book Transfer Credit B/O: National Financial Services LLC Smithfield RI 02917- US Org: X707822111 1 Tony Huy Vu Ogb: National Financial Services LLC 245 Summerr Street Trn: 8679967083Fs	29,000.00
03/24	Wire Reversal B/O: JPMC Cb Funds Transfer Previous Daytampa FL 33610-9128 US Org: Aba:084009519 Evolve Bank & Trust Ref: Bnf/Our Ref Jpm220324-004665 Chaserel0117230083Ff Rtn Dtd 03/22/202 2 Trn: 3243542081Es As Uta Per Bene Re Quest Trn: 9255100083Hh	2,947.00
Total Deposits and Additions		**$138,547.00**

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION		AMOUNT
03/25	Card Purchase	03/25 Agents And Corporation 302-5750877 De Card 5572	$1,256.00
03/28	Card Purchase	03/25 Forms To The People Www Formsloth NY Card 5572	1,300.00
03/28	Recurring Card Purchase	03/25 Forms To The People Www Formsloth NY Card 5572	100.00
03/29	Card Purchase	03/29 Agents And Corporation 302-5750877 De Card 5572	498.00
03/31	Recurring Card Purchase	03/30 Zoom US 888-799-9666 Www Zoom US CA Card 5572	14.99
Total ATM & Debit Card Withdrawals			**$3,168.99**

ATM & DEBIT CARD SUMMARY

Michael Carney Card 5572

Total ATM Withdrawals & Debits	$0.00
Total Card Purchases	$3,168.99
Total Card Deposits & Credits	$0.00

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	$0.00
Total Card Purchases	$3,168.99
Total Card Deposits & Credits	$0.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
03/16	03/16 Online Domestic Wire Transfer A/C: Lola & Marcus LLC Boca Raton FL 33428-1233 US Ref: Preipo Payment/Bnf/Preipo Trn: 3240212075Es	$2,538.09
03/16	03/16 Online Domestic Wire Transfer Via: Space Coast CU/263177903 A/C: Boss Global Advisory Group Boca Raton FL 33432 US Ref: Preipo Payment/Bnf/Boss Global Advisory Group Imad: 0316B1Qgc08C009236 Trn: 3244872075Es	12,385.72
03/16	03/16 Online Domestic Wire Transfer Via: Space Coast CU/263177903 A/C: Boss Global Advisory Group Boca Raton FL 33432 US Ref: Preipo Payment/Bnf: Boss Global Advisory Group Imad: 0316B1Qgc01C006270 Trn: 3251672075Es	7,614.28
03/16	03/16 Online Domestic Wire Transfer A/C: Ram Advisors, Inc New York NY 10016-6553 US Ref: Preipo Payment/Bnf/Ram Advisors, Inc. Trn: 3258362075Es	2,538.09
03/16	03/16 Online Domestic Wire Transfer A/C: Lola & Marcus LLC Boca Raton FL 33428-1233 US Ref: Preipo Payment/Bnf/Preipo Trn: 3270832075Es	12,461.91

CHASE

March 01, 2022 through March 31, 2022
Account Number: [redacted]1175

ELECTRONIC WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
03/17	03/17 Online Domestic Wire Transfer A/C: David Grzan Port St Lucie FL 34953-5223 US Ref: Preipo Payment Trn: 3129462076Es	2,538.09
03/17	03/17 Online Domestic Wire Transfer A/C: Systematic LLC Boca Raton FL 33432-6182 US Ref: Preipo Payment Trn: 3129552076Es	7,614.28
03/17	03/17 Online Domestic Wire Transfer Via: Space Coast CU/263177903 A/C: Boss Global Advisory Group Boca Raton FL 33432 US Ref: Preipo Payment/Bnf/Boss Global Advisory Group Imad: 0317B1Qgc05C009120 Trn: 3395872076Es	7,614.28
03/17	03/17 Online Domestic Wire Transfer Via: Space Coast CU/263177903 A/C: Boss Global Advisory Group Boca Raton FL 33432 US Ref: Preipo Payment/Bnf/Boss Global Advisory Group Imad: 0317B1Qgc06C011834 Trn: 3400042076Es	12,385.72
03/17	03/17 Online Domestic Wire Transfer A/C: Lola & Marcus LLC Boca Raton FL 33428-1233 US Ref: Preipo Payment/Bnf/Preipo Trn: 3412262076Es	5,000.00
03/17	03/17 Online Domestic Wire Transfer A/C: Ram Advisors, Inc New York NY 10016-6553 US Ref: Preipo Payment/Bnf/Ram Advisors, Inc. Trn: 3432062076Es	2,538.09
03/18	03/18 Online Domestic Wire Transfer A/C: Systematic LLC Boca Raton FL 33432-6182 US Ref: Preipo Payment Trn: 3132942077Es	7,614.28
03/18	03/18 Online Domestic Wire Transfer A/C: Lola & Marcus LLC Boca Raton FL 33428-1233 US Ref: Preipo Payment/Bnf/Preipo Trn: 3135732077Es	2,538.09
03/18	03/18 Online Domestic Wire Transfer A/C: Lola & Marcus LLC Boca Raton FL 33428-1233 US Ref: Preipo Payment/Bnf/Preipo Trn: 3135702077Es	2,461.90
03/18	03/18 Online Domestic Wire Transfer A/C: David Grzan Port St Lucie FL 34953-5223 US Ref: Preipo Payment Trn: 3138382077Es	2,538.09
03/22	03/22 Online Domestic Wire Transfer Via: Evolve B & T/084009519 A/C: Dcm Performance Ltd Memphis TN 38119 US Ref: Payment On Pre02 Imad: 0322B1Qgc06C008718 Trn: 3243542081Es	2,947.00
03/24	03/24 Online Domestic Wire Transfer Via: Space Coast CU/263177903 A/C: Boss Global Advisory Group Boca Raton FL 33432 US Ref: Preipo Payment/Bnf/Boss Global Advisory Group Imad: 0324B1Qgc05C013617 Trn: 3378682083Es	1,470.40
03/24	03/24 Online Domestic Wire Transfer Via: Space Coast CU/263177903 A/C: Boss Global Advisory Group Boca Raton FL 33432 US Ref: Preipo Payment/Bnf/Boss Global Advisory Group Imad: 0324B1Qgc01C008256 Trn: 3384912083Es	4,142.86
03/24	03/24 Online Domestic Wire Transfer A/C: Systematic LLC Boca Raton FL 33432-6182 US Ref: Preipo Payment Trn: 3413462083Es	4,142.86
03/24	03/24 Online Domestic Wire Transfer A/C: Lola & Marcus LLC Boca Raton FL 33428-1233 US Ref: Preipo Payment/Bnf/Preipo Trn: 3439562083Es	1,380.95
03/24	03/24 Online Domestic Wire Transfer A/C: Ram Advisors, Inc New York NY 10016-6553 US Ref: Preipo Payment/Bnf/Ram Advisors, Inc. Trn: 3442532083Es	1,380.95
03/24	Zelle Payment To David Grzan 13952611440	1,380.95
03/31	03/31 Online Domestic Wire Transfer Via: Evolve B & T/084009519 A/C: Dcm Performance Limited New York NY 10010 US Ref: Preipo02 Imad: 0331B1Qgc01C020613 Trn: 3340422090Es	2,947.00
Total Electronic Withdrawals		**$110,173.88**

FEES

DATE	DESCRIPTION	AMOUNT
03/16	Online Domestic Wire Fee	$25.00
03/16	Online Domestic Wire Fee	25.00
03/16	Online Domestic Wire Fee	25.00
03/16	Online Domestic Wire Fee	25.00
03/16	Online Domestic Wire Fee	25.00
03/16	Domestic Incoming Wire Fee	15.00
03/17	Online Domestic Wire Fee	25.00
03/17	Online Domestic Wire Fee	25.00
03/17	Online Domestic Wire Fee	25.00
03/17	Online Domestic Wire Fee	25.00

CHASE

March 01, 2022 through March 31, 2022
Account Number [redacted]175

FEES (continued)

DATE	DESCRIPTION	AMOUNT
03/17	Online Domestic Wire Fee	25.00
03/17	Online Domestic Wire Fee	25.00
03/17	Domestic Incoming Wire Fee	15.00
03/18	Online Domestic Wire Fee	25.00
03/18	Online Domestic Wire Fee	25.00
03/18	Online Domestic Wire Fee	25.00
03/18	Online Domestic Wire Fee	25.00
03/22	Online Domestic Wire Fee	25.00
03/24	Online Domestic Wire Fee	25.00
03/24	Online Domestic Wire Fee	25.00
03/24	Online Domestic Wire Fee	25.00
03/24	Online Domestic Wire Fee	25.00
03/24	Online Domestic Wire Fee	25.00
03/24	International Incoming Wire Fee	15.00
03/31	Online Domestic Wire Fee	25.00
03/31	Monthly Service Fee	15.00
Total Fees		**$810.00**

DAILY ENDING BALANCE

DATE	AMOUNT
03/16	$15,621.91
03/17	31,066.45
03/18	15,814.09
03/22	12,842.09
03/24	30,750.12
03/25	29,494.12
03/28	28,094.12
03/29	27,596.12
03/31	24,594.13

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (for personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt.

For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it's an error, or why you need more information

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (for 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC.

JPMorgan Chase Bank, N.A. Member FDIC

CHASE

BUSINESS ACCOUNT REMOVE SIGNERS FORM

NAME OF BUSINESS PREIPO CORP

TAXPAYER ID NO [redacted]

BUSINESS ADDRESS 661 S FEDERAL HWY STE 201, BOCA RATON, FL 33432-6165

BRANCH NAME AND NO EAST HILLSBORO - 741662 BANK NO. 021 BRANCH PHONE NO (954) 428-1496

INTEROFFICE MAILCODE FL7-0057 PREPARED BY NAME JOEL BARKEY DATE 11/21/2022

Please remove the following signer from the accounts listed below (other authorized signers on record do not change):
Name of the Signer to Remove:
MICHAEL CARNEY

Account Numbers:
[redacted]1175

Please remove the following signer from the accounts listed below (other authorized signers on record do not change):
Name of the Signer to Remove:

Account Numbers:

Please remove the following signer from the accounts listed below (other authorized signers on record do not change):
Name of the Signer to Remove:

Account Numbers:

Please remove the following signer from the accounts listed below (other authorized signers on record do not change):
Name of the Signer to Remove:

Account Numbers:

CERTIFICATION

The undersigned hereby certifies that the person(s) removed as authorized signers on the account(s) indicated above have been removed in accordance with resolutions or other documents of the business regarding signing authority for bank accounts

For a Corporation or Unincorporated Association or Organization:		For Sole Proprietorship:		For Partnership or Limited Liability Company:		For Government Entity:	
Secretary	11.21.22 Date	Owner/Sole Proprietor	Date	Partner/Member/Manager	Date	Certifying Official	Date

[redacted]

1

JPMorgan Chase Bank, N.A. Member FDIC

BUSINESS ACCOUNT ADD SIGNERS FORM

[redacted]

CHASE

[redacted]

NAME OF BUSINESS PREIPO CORP

TAXPAYER ID NO. [redacted]

BUSINESS ADDRESS 851 S FEDERAL HWY STE 201, BOCA RATON, FL 33432-6165

BRANCH NAME AND NO. EAST HILLSBORO - 741662 BANK NO. 021 BRANCH PHONE NO (954) 428-1496

INTEROFFICE MAILCODE FL7-0057 PREPARED BY NAME JOEL BARKEY DATE: 11/21/2022

Please add the following signer to the accounts listed below (other authorized signers on record do not change):

Name of the Signer to Add	Title	Signature	Date
MISS ALEXA S MAJDALAWI	SIGNER		11.21.22

Identification	ID Number	Issuer	Issuance Date	Expiration Date
1) Driver's License	[redacted]	FL		06/03/2031
2) None				

Account Numbers:
[redacted]175

Please add the following signer to the accounts listed below (other authorized signers on record do not change):

Name of the Signer to Add	Title	Signature	Date
DAVID GRZAN	SIGNER	PRE-AUTHORIZED SIGNER TO BE ADDED BY 12/21/2022	11/21/2022

Identification	ID Number	Issuer	Issuance Date	Expiration Date
1) Driver's License	[redacted]	FL	07/29/2020	10/20/2028
2) None				

Account Numbers:
[redacted]176

Please add the following signer to the accounts listed below (other authorized signers on record do not change):

Name of the Signer to Add	Title	Signature	Date

Identification	ID Number	Issuer	Issuance Date	Expiration Date

Account Numbers:

CERTIFICATION

The undersigned hereby certifies that the person(s) added as authorized signers on the account(s) indicated above have been added in accordance with resolutions or other documents of the Business regarding signing authority for bank accounts. The undersigned further certifies that for those added as authorized signers, the names, titles and signatures are correct.

For a Corporation or Unincorporated Association or Organization:		For Sole Proprietorship:		For Partnership or Limited Liability Company:		For Government Entity:	
Secretary 11.21.22	Date	Owner/Sole Proprietor	Date	Partner/Member/Manager	Date	Certifying Official	Date

[redacted]

1

JPMorgan Chase Bank, N.A. Member FDIC

CHASE

Business Signature Card

ACCOUNT TITLE ("DEPOSITOR") (DBA(s) on the following page(s) if applicable)
PREIPO CORP

BUSINESS ADDRESS
5830 E 2ND ST STE 6

CASPER WY 82609-4308

ACCOUNT NUMBER [redacted]175
ACCOUNT TYPE Chase Business Complete Checking
TAXPAYER ID NUMBER [redacted]
DATE OPENED 02/18/2022
FORM OF BUSINESS S-Corporation
ISSUED BY JPMorgan Chase Bank, N.A. (021)
Camino Real and Federal Hwy - 172818
PAUL ADELSON
(561) 239-1690
02/18/2022

PRIMARY ID TYPE	PRIMARY ID NUMBER	ISSUER	ISSUANCE DATE	EXPIRATION DATE
Certified Articles (Certificate) of Incorporation	2021400686 756	wyoming secretary	08/06/2021	
SECONDARY ID TYPE	**SECONDARY ID NUMBER**	**ISSUER**	**ISSUANCE DATE**	**EXPIRATION DATE**
None				

ACKNOWLEDGEMENT - By signing this Signature Card, the Depositor applies to open a deposit account at JPMorgan Chase Bank, N.A. (the "Bank"). The Depositor represents and warrants that (i) the signatures appearing below are genuine or facsimile signatures of the person(s) authorized to transact business and (ii) all necessary actions or formalities, where necessary, have been taken to authorize the named person(s) to so act. The Bank is entitled to rely on the authority of the named person(s) until written revocation of such authority is received by the Bank. The Depositor certifies that the information provided to the Bank is true to the best of its knowledge and authorizes the Bank, at its discretion, to obtain credit reports on the Depositor. The Depositor acknowledges receipt of the Bank's Deposit Account Agreement or other applicable account agreement, which include all provisions that apply to this deposit account, and other agreements and service terms for account analysis and other treasury management services if applicable, and agree to be bound by the terms and conditions contained therein as amended from time to time.

** When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase or J.P. Morgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

	PRINTED NAME	**TELEPHONE NUMBER	TAXPAYER ID #	TITLE	DATE	SIGNATURE
1)	MICHAEL CARNEY	**(305) 490-9287	[redacted]	President	2/18/22	
2)						
3)						
4)						

DECLARATION
Case No. : FL-4335

William R Wold, certifies and declares as follows:

1. I am over the age of 18 years and not a party to this action.

2. My business address is 7610 West Washington Street, Indianapolis, Indiana 46231.

3. I am a Transactions Specialist IV and Custodian of Records for JPMorgan Chase Bank, N.A. (hereinafter referred to as in the "Bank") in the National Subpoena Processing Department located in Indianapolis, Indiana.

4. Based on my knowledge of the Bank's business records practices and procedures, the enclosed records are a true and correct copy of the original documents kept by the Bank in the ordinary course of business.

5. Based on my knowledge of the Bank's business records practices and procedures, the records were made at or near the time of the occurrence of the matters set forth in the records by, or from information transmitted by, a person with knowledge of those matters.

6. It is the regular practice of the Bank to make such a record of transactions in the ordinary course of business.

7. Total page count is 92 .

I declare under penalty of perjury, under the laws of the State of Indiana, that the foregoing is true and correct.

Dated: 01/13/2023

By: William R. Wold
William R Wold
Transactions Specialist IV
JPMORGAN CHASE BANK, N.A.

SB1399748-F1

Subp75a

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SB1399748-F1

Account Number : [redacted]1175
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Checking -Signature Card 3

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Statement and/or items 4

Account Number : [redacted]1240
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Account Number : [redacted]9814
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Account Number : [redacted]1175
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ATTACHMENT

22

SPACE COAST CREDIT UNION
Your life. Your financial watchdog.

Member Statement

Brevard: 321 752 2222 Miami-Dade: 305 882 5000
Broward: 954 704 5000 All Other Areas: 800 447 7228

BOSS GLOBAL ADVISORY GROUP INC
399 WEST PALMETTO PARK ROAD SUITE 108
BOCA RATON FL 33432



Statement Period	Member Number	SCCU Members' Watchdog Promise
11/16/20 to 11/30/20	[redacted]	Honest People, Trusted Products, Time Valued

Statement Summary

Account Type	Beginning Balance	Ending Balance
Business Savings	$0.00	$5.00
Business Free Checking	$0.00	$50.00

Business Savings Account Summary

Account Number [redacted]5495

Days In Period	15	Interest Rate	0.05%
Beginning Balance	$0.00	Annual Percentage Yield	0.00%
Total Money In	$5.00	Dividends Paid This Period	$0.00
Total Money Out	$0.00	Dividends Paid Year To Date	$0.00
Ending Balance	$5.00	Total Service Charges	$0.00

Account Activity

Transaction Date	Effective Date	Transaction Description	Money In	Money Out	Balance
		Beginning Balance			$0.00
11/16/20	11/16/20	New Account Deposit New Account Deposit	5.00		5.00
		Ending Balance			$5.00

Overdraft and Returned Item Fees		
	Total for this Period	Total Year to Date
Total Overdraft Fees	$0.00	$0.00
Total Returned Fees	$0.00	$0.00

Business Free Checking Account Summary

Account Number 8100009935503

Days In Period	15	Total Service Charges	$0.00
Beginning Balance	$0.00		
Total Money In	$50.00		
Total Money Out	$0.00		
Ending Balance	$50.00		

Continued to next page

Business Free Checking Account (continued)

Account Activity

Transaction Date	Effective Date	Transaction Description	Money In	Money Out	Balance
		Beginning Balance			$0.00
11/16/20	11/16/20	New Account Deposit New Account Deposit	50.00		50.00
		Ending Balance			$50.00

Overdraft and Returned Item Fees		
	Total for this Period	Total Year to Date
Total Overdraft Fees	$0.00	$0.00
Total Returned Fees	$0.00	$0.00

PLEASE RETAIN THIS STATEMENT, IT IS YOUR PERMANENT RECORD OF ACCOUNT

IN CASE OF ERRORS OR INQUIRES ABOUT YOUR STATEMENT

If you think there is an error on your statement, or if you need more information about a transaction on your statement, write us at Space Coast Credit Union P.O. Box 419001, Melbourne, FL 32941 9001. You must notify us of any potential errors in writing no later than 60 days after we sent you the first statement on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe what you believe is wrong and why you believe it is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are responsible for the remainder of your balance and should pay the parts of your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. The charge in question may remain on your statement and we may continue to charge you interest on that amount. However, if we determine that we made a mistake you will not have to pay the amount in question or any interest or other fees related to that amount.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS (CONSUMERS ONLY)

Telephone us at the number listed on the reverse side of this statement or write us at the P.O. Box specified on this statement as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error. If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days.

We will investigate and tell you the results of our investigation within 10 business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is an error, so that you have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Outstanding Items	
ITEM NO.	AMOUNT
TOTAL	

Balance Shown on this Statement
$_____

Add
$_____
Deposits not Credited in this Statement (if any)

Total
$_____

Subtract
Items Outstanding
$_____

Balance
$_____
Your register should show this balance.

The amount of the **FINANCE CHARGE** on your open end credit plan is determined by multiplying the daily balance in each loan account by the Daily Periodic Rate. The daily balance shall be computed by taking the beginning balance of each day, adding new advances, and subtracting any payments or credits. Report errors in writing to Space Coast Credit Union, P. O. Box 419001, Melbourne, FL 32941 9001

This statement is sent for informational purposes and is not intended as an attempt to collect, assess or recover a discharged debt from you personally. If this account is actively in or was discharged in a bankruptcy proceeding, please be advised that this communication is sent for informational purposes only and is not an attempt to collect upon a debt.

EQUAL HOUSING OPPORTUNITY

NCUA

PLEASE RETAIN THIS STATEMENT, IT IS YOUR PERMANENT RECORD OF ACCOUNT

SPACE COAST CREDIT UNION

Business Services Account Agreement

CHECKING [redacted]5503

Member Number [redacted]

Account Number
SAVINGS [redacted]5495

BOSS GLOBAL ADVISORY GROUP, INC.			
Account Name		Tax ID Number [redacted]	Telephone Number (561) 901-2147
Street Address	City	State	Zip
399 WEST PALMETTO PARK RO	BOCA RATON	FL	33432
Statement Mailing Address, if different			
Business Email Address HUGO@BOSSGLOBALADVISORYGROUP.COM			

In this Agreement the words "You" and Your" refer to the applicant organization and/or its representatives and the words "We, "Us", and "Our" refer to Space Coast Credit Union.

Business Type

☐ Sole Proprietorship/DBA ☐ Partnership ■ Corporation/LLC ☐ Not For Profit

By signing this Agreement, You authorize Us to establish a share (deposit) and/or share draft (Business Checking) and/or Money Market Account on your behalf. We are authorized to pay checks when signed by authorized signatures as shown on the Signatures portion of this Agreement, and to endorse checks for this organization which are received for deposit.

It is agreed that:

- By signing below, You hereby make application for membership in Space Coast Credit Union and agree to follow all bylaws, policies, and amendments that may be made from time to time by the Board of Directors or by action of the membership You authorize Us to check Your credit history for any reason, including verification of the information on this request. You agree that We may send You electronic access devices, if you qualify, such as debit or credit cards. In each case We shall provide a disclosure of the terms and conditions of its usage We may at Our discretion pay checks, drafts, and electronic transactions initiated by either You or Your authorized signer(s) that will overdraft Your account. You agree to be jointly and severally liable and responsible for any loss, damage, or charges incurred because of Your use of the accounts at Space Coast Credit Union. You acknowledge receipt of and agree to be bound by the appropriate and required disclosures and schedule of fees You authorize Us to accept Your facsimile signatures on this Agreement and, subsequently, on any other documents associated with the Account(s) established for You and You agree that your facsimile will have the same legal force and effect as Your original signature. You further authorize Us to accept facsimile signatures of any person designated in this Agreement and subsequently, in any future written instructions that You provide Us and You agree that such facsimile signatures will have the same legal force and effect as an original signature. You assume any risk that may be associated with permitting Us to accept any facsimile signature;
- We are not obligated to pay a check which exceeds the balance of Your checking account, or a check that is more than 6 months old;
- Except for negligence, We are not liable for any action taken regarding the payment or nonpayment of a check;
- All non-cash payments received for deposit in Your account(s) will be credited subject to final payment;
- Your account(s) will be subject to service charges in accordance with the rate schedule adopted by Us from time to time;
- Under penalty of perjury, You certify the number shown on this application is Your correct taxpayer identification number and You are not subject to backup withholding under the provisions of the Internal Revenue Code.

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, Space Coast Credit Union hereby provides notice that restricted transactions (as hereinafter defined) are prohibited from being processed through your account or relationship with the Credit Union. "Restricted transactions" are transactions in which a person accepts credits, funds, instruments, or other proceeds from another person in connection with unlawful internet gambling. "Internet gambling" means the placing, receiving, or otherwise knowingly transmitting a bet or wager by any means which involves the use, at least in part, of the Internet By holding a commercial account at Space Coast Credit Union, you certify that you and/or your business do not engage in the business of Internet gambling (as defined above). You also agree that you will promptly notify Space Coast Credit Union in the event of any change in the operations or circumstances of your business such that it becomes engaged in the business of Internet gambling.

Account Type:

Business Savings Accounts:
■ Business Share Savings Account
☐ Business Money Market Account

Business Checking Accounts:
■ Free Business Checking Account
☐ Business Interest Checking

Subject to Count Authorization

In the event that You wish to make a deposit and not wait for the transaction to be completed, You agree that currency and coin from deposits that are delivered to an SCCU employee shall be counted and verified by one SCCU employee other than at the time of deposit and not in the presence of the undersigned. SCCU's count shall determine the correct amount of the deposit notwithstanding any agreement between SCCU and the undersigned to the contrary, or the amount shown on the deposit ticket delivered at the time of the deposit. SCCU is authorized to correct the deposit by adjusting the account accordingly. This authorization shall continue in full force until notice to the contrary in writing is duly served on SCCU, but such notice shall in no way affect the rights of SCCU relating to the transactions previously made, and the sole effect of such notice shall be to remove authorization concerning transactions occurring subsequent to such notice.

Overdraft Protection

You request overdraft protection on Your Checking Account(s) You may have with Us and You authorize Us to transfer funds from Your account(s) with Us to Your checking account(s) with Us to clear overdraft according to the terms of Your Agreements and Disclosures.

☐ Business Checking	Account	Overdraft protection from Account
☐ Business Checking	Account	Overdraft protection from Account
☐ Money Market	Account	Overdraft protection from Account
☐ Other-	Account	Overdraft protection from Account

To the extent permitted by law, You authorize Us to transfer funds from other accounts You may have with Us in necessary multiples (or in such increments as We may from time to time determine) to Your account to cover any overdraft. Transfers will be made in the order designated above provided You have enough available funds and subject to any specific transaction limitations that might apply to that account. Any overdraft transfers from Your account may be subject to a transfer fee. You hold Us harmless from any and all liability which might otherwise exist if a transfer does not occur.

Resolution of Authority

In accordance with the Resolution certified below, the above named Applicant or "Business" applies for membership in Space Coast Credit Union. By making this application, the Business agrees to comply with Space Coast Credit Union's Bylaws, Charter and Amendments, and to establish at least one (1) share (deposit). The Business agrees to abide by the terms and conditions set forth in Space Coast Credit Union's Member Account Agreement and Disclosure, the Fee Schedules, and other signature cards and account information and disclosures. The terms and conditions of the aforesaid documents are expressly incorporated herein and made a part hereof, and are agreed to by said Business. The Business, as established by the Resolution, authorizes any of the undersigned to act on behalf of the Business with regard to transacting any business on all accounts established by the Business, including, but not limited to, depositing funds, withdrawing funds by any available means by which funds are withdrawn from Space Coast Credit Union, issuing stop payments, endorsing all drafts, certificates, checks and any other paper or instruments, transacting any business with Space Coast Credit Union as necessary to carry out the purpose and function of the accounts.

By signing this Agreement, the Business authorizes Space Coast Credit Union to establish a share (deposit) and/or share draft (checking) account on your behalf. Space Coast Credit Union is authorized to pay checks when signed with authorized signatures as shown on the signature portion of this Agreement, and to endorse checks for said Business which are received for deposit.

It is further agreed that the Business authorizes Space Coast Credit Union to check its credit history for any reason, including verification of the information on this request. The Business agrees that Space Coast Credit Union may send you electronic access devices, such as debit or credit cards. In each case, Space Coast Credit Union shall provide a disclosure of the terms and conditions of its usage. Space Coast Credit Union may, at its discretion, pay checks, drafts, and electronic transactions initiated by either the business or its authorized signer, that will overdraft the account.

The Business approves and ratifies any and all acts committed by the undersigned with regard to any accounts established with Space Coast Credit Union. The Business authorizes Space Coast Credit Union to pay any instrument or make any charge, and also to receive the same from the Payee or other holder, without inquiry as to the circumstances of issue or the disposition of the proceeds, even if drawn to the individual order of any signing person or payable to such bank or others for his/her account or tender in payment of his/her individual obligations, whether drawn against the account in the name of this business, or the name of any of the undersigned related to this Business as such. The Business agrees with Space Coast Credit Union that the terms of this Agreement, and the designated persons to act on behalf of the Business, shall remain in full force and effect until Space Coast Credit Union receives official notice, in writing, from the Business of a revocation thereof, by resolution duly adopted by the Business. This certification by the Business as to the signatures of the persons named below shall be binding upon the Business until Space Coast Credit Union has actually received such notice in writing. The Business further agrees that Space Coast Credit Union is authorized to act pursuant to the Resolution until it has actually received such notice of a revocation, and that Space Coast Credit Union shall be indemnified against any loss suffered, or any liability incurred by it, in the continuing to act, pursuant to the Resolution, even though the Resolution may have been changed.

By signing below, the undersigned(s) agree to be jointly and severally liable and responsible for any loss, damage, or charges incurred because of its use of the accounts at Space Coast Credit Union, and the undersigned(s) further agree that facsimile signatures will have the same legal force and effect as original signatures.

The following individuals are authorized to deposit and withdraw funds from each account established under this Agreement. Space Coast Credit Union is authorized to pay out funds with any of the signatures below, and said Business certifies that all statements in this application and on each document required to be submitted in connection herewith, including Federal Income Tax Returns, are true, correct and complete. The Business and the undersigned further agree to notify Space Coast Credit Union in the event of any change in any such information.

There is no provision, term or condition of the Business limiting its power to ratify or approve the foregoing Agreement. The signatures appearing on the Agreement are the signatures of the persons authorized to sign for this Business.

Company Information

Type of Business (Be specific) ADVERTISING

Number of Years in Business 0

Estimated Monthly Cash Deposits in Dollars $0-$5,000

Source of Direct Deposit(s) None

Est. Monthly Wire Transfer Activity in Dollars $100,001-$250,000

Purpose of Account (Operating, Payroll, Lottery Funds, etc.) Operating Account,Payroll Accou

Is this business a Marijuana Related Business? Yes ☐ No ☒

Does Your Company Provide Check Cashing Services? Yes ☐ No ☒

Owner of ATM? Yes ☐ No ☒

Does your company issue Money Orders or Travelers Cheques? Yes ☐ No ☒

Does your company participate in money transmission services (i.e. Western Union)? Yes ☐ No ☒

Does your company issue stored value cards (i.e. prepaid debit/credit cards)? Yes ☐ No ☒

Does the business sell prepaid cell phones? Yes ☐ No ☒

Is your company a currency dealer or exchanger? Yes ☐ No ☒

Does the business operate as an internet gambling business? Yes ☐ No ☒

Signatures

Unless we receive written instructions to the contrary, the following are authorized to deposit and withdraw funds from each Account established under this Agreement and transact any other business related to such Accounts now or in the future. We are authorized to pay out funds and/or transact any other business related to such Accounts with any one of the signatures below. You certify that all statements in this Application and on each document required to be submitted in connection herewith, including federal income tax returns, are true, correct and complete. You authorize Us to make such inquiries and gather such information as We deem necessary and reasonable concerning any information provided to Us on this Application or on any such required documents, including inquiries to the Internal Revenue Service. You further agree to notify Us promptly of any change in any such information.

1. DocuSigned by: [signature] 11/14/2020 | 1:29 PM EST
Signature Date

HUGO NUNEZ, Owner [redacted] [redacted]
Print Name and Title Date of Birth Social Security Number

[redacted] BOCA RATON, FL 33486
Home Street Address, City, State, Zip

(561) 750-0300 [redacted] [redacted] [redacted]
Home Phone Number DL/ID State and Number Date Issued Expiration Date

2. _____ _____
Signature Date

Print Name and Title Date of Birth Social Security Number

Home Street Address, City, State, Zip

Home Phone Number DL/ID State and Number Date Issued Expiration Date

3. _____
Signature Date

Print Name and Title | Date of Birth | Social Security Number

Home Street Address, City, State, Zip

Home Phone Number | DL/ID State and Number | Date Issued | Expiration Date

4. _____
Signature Date

Print Name and Title | Date of Birth | Social Security Number

Home Street Address, City, State, Zip

Home Phone Number | DL/ID State and Number | Date Issued | Expiration Date

5. _____
Signature Date

Print Name and Title | Date of Birth | Social Security Number

Home Street Address, City, State, Zip

Home Phone Number | DL/ID State and Number | Date Issued | Expiration Date

6. _____
Signature Date

Print Name and Title | Date of Birth | Social Security Number

Home Street Address, City, State, Zip

Home Phone Number | DL/ID State and Number | Date Issued | Expiration Date

Officer of Organization certifying the above signatories:

DocuSigned by:
[signature]
1866811B4FAC4AD...
Signature

11/14/2020 | 1:29 PM E
Date

Print Name and Title

CERTIFICATION OF CUSTODIAN OF RECORDS OF REGULARLY CONDUCTED BUSINESS ACTIVITIES

Pursuant to Fla. Stat. §90.803(6)(a) & (c), § 90.902(11), § 92.60(2), and/or § 92.605(5)

The undersigned declarant hereby declares, certifies, verifies or states the following:

I, Gaylea Montijo, am a duly authorized officer and/or custodian of
Print Name

records for Space Coast Credit Union with authority to execute this
Company Name

affidavit and to certify to the authenticity and accuracy of the records of regularly conducted business activities which are the subject of this certification.

The records produced herewith, and described below, are original documents or are true copies of records of a regularly conducted business activity that:

a) Were made at or near the time of the occurrence of the matters set forth by, or from the information transmitted by, a person having knowledge of those matters;
b) Were kept in the course of the regularly conducted business activity; and
c) Were made as a regular practice in the course of the regularly conducted business activity.

The total number of files produced are (8). The records provided are described and identified as follows (please enter any internal reference number or identification information and/or description below):

Checking account activity, Checks issued, Membership documents, Savings account activity

Statements, Teller check, Transaction receipts, Wires

I declare under the penalty of perjury of the state or country in which this certification is made that the foregoing is true and correct.

12/22/2022
Date

Signature of Affiant/Declarant

Before me, the undersigned authority, personally appeared Gaylea Montijo,
Print Name

who, being by me first duly sworn deposes and says that this certification is true and correct. The foregoing instrument was acknowledged under oath before me this 22nd day of December, 2022, by the individual whose name and signature appear above, and who X is personally known to me, or _____ produced the following identification
(ID Type and Number)

MIRANDA GALARZA
Commission # HH 249536
Expires June 17, 2025

Signature of Notary Public in and for

State of Florida

City/County of Melbourne / Brevard

ATTACHMENT

23

PRIVATE CLIENT GROUP 123
923 BROADWAY
WOODMERE, NY 11598

PREIPO CORP 8-123
309 FIFTH AVE SUITE 32B
NEW YORK NY 10016

See Back for Important Information

Primary Account: [redacted]1301 0

IMPORTANT MESSAGE ABOUT IDENTITY THEFT! SIGNATURE BANK WILL NEVER ASK YOU TO PROVIDE PERSONAL OR BUSINESS ACCOUNT INFORMATION THROUGH E-MAIL. IF YOU RECEIVE ANY E-MAIL OR OTHER INQUIRY THAT APPEARS TO COME FROM SIGNATURE, DO NOT RESPOND TO IT OR CLICK ON ANY LINKS INCLUDED IN THE E-MAIL. INSTEAD, CALL US TOLL-FREE AT 1-866-SIGLINE OR CONTACT YOUR ACCOUNT OFFICER. FOR MORE INFORMATION ON IDENTITY THEFT, VISIT OUR WEBSITE AT WWW.SIGNATURENY.COM. CLICK ON "ABOUT US", "PRIVACY & SECURITY", "IDENTITY THEFT" FOR MORE INFORMATION ON SAFEGUARDING YOUR IDENTITY AND PERSONAL INFORMATION.

Signature Relationship Summary		Opening Bal.	Closing Bal.
BANK DEPOSIT ACCOUNTS			
1504341301	MONOGRAM CHECKING	.00	.00
	RELATIONSHIP TOTAL		.00

PRIVATE CLIENT GROUP 123
923 BROADWAY
WOODMERE, NY 11598

PREIPO CORP 8-123
309 FIFTH AVE SUITE 32B
NEW YORK NY 10016

See Back for Important Information

Primary Account: [redacted]1301 0

MONOGRAM CHECKING [redacted]1301

Summary

Previous Balance as of November 19, 2021	.00
There was no deposit activity during this statement period	
Ending Balance as of November 30, 2021	.00

Rates for this statement period - Overdraft
Nov 19, 2021 13.000000 %

SIGNATURE BANK®

Addition/Removal of Signer/Officer/Owner/Control Person

Account Title: **PREIPO CORP**

Ownership: Please supply the following information for each individual, if any, who, directly or indirectly, through any contract, arrangement understanding, relationship or otherwise, owns 20% or more of the equity interests of the legal entity listed above (10% or greater for non-U.S. formed entity).

Control: In addition to ownership, please specify at least one individual with significant responsibility for managing the legal entity listed above (i.e., Control Person box must be checked for at least one individual). An individual with significant responsibility for managing the legal entity may be:

- An Executive Officer or Senior Manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer, etc.); **OR**
- Any other individual who regularly performs similar functions.

Section I

Legend: * Must also submit Certification of Ultimate Beneficial Owner(s) of Legal Entity Client #200490.

The undersigned submits this form to request that the following changes be made to the authorized Signer(s)/Officer(s)/Owner(s)/Control Person(s).

ADD the following individual(s) as Signer(s)/Officer(s)/Ultimate Beneficial Owner(s)/Control Person(s):
If updating % ownership on an existing signer, re-list owner with updated % ownership.

1. Name: **David Grzan** Title/Role: **CEO** % Ownership: **8**

Check all that apply: ☑ Signer ☑ Officer ☑ US Citizen ☐ US Resident Alien ☐ Non-Resident Alien
☑ Ultimate Beneficial Owner* ☑ Control Person*

Home Address: [redacted] **Port Saint Lucie, Florida 34953, United States**

SS# [redacted] Date of Birth [redacted] ID # [redacted] Exp. Date: [redacted]

ID Type: ☑ Driver's License ☐ Non-Driver's License ☐ Passport ☐ Other _____ State or Country of ID Issuance **Florida**

Are you now or have you ever been a Foreign Public Official or an immediate family member of an individual holding such an office? If yes, please specify: ☐ Yes ☑ No

BANK USE ONLY

RM # 0 4 1 4 5 0 1

Chex Systems: ☑ Completed ☐ On File ID: ☑ Attached ☐ On File
OFAC ☑ Completed ☐ On File

FOR INTERNAL USE ONLY - RM #

0 3 8 0 4 1 4

200438-0718

Section II

☑ **REMOVE the following individual(s) as Signer(s), Officer(s), Ultimate Beneficial Owner(s) or Control Person(s):**

	(Check all that apply)			
	Signer	Officer	Ultimate Beneficial Owner*	Control Person*
1. Name: **RUDY A MAZZOCCHI**	☑	☑	☑	☑

Section III: Signing Authority Agreement

I certify that on behalf of the applicant I have correctly and truthfully completed this form and I/We have received, read and agree to those initialed acknowledgements which have been checked on the Client Profile and Business/Non-Personal Account Application and the Account Agreements and Disclosures.

I certify that: (i) the individuals who have signed below are authorized by the applicant to sign this form and have signing authority on the accounts listed below,

(ii) the below signature and titles are the new authorized signers being added by the applicant.

Account Title: **PREIPO CORP**

1. Print Name: **David Grzan** Signature: DocuSigned by: David Grzan 808D03B72872466... Title: **CEO** Date: **10/13/2022**

(iii) the remaining Authorized Signers from previous Signing Authority Agreement continue to be:

1. **MICHAEL CARNEY** RM # 0 3 8 0 3 9 6

iv) the Authorized Signers are authorized by the applicant to conduct those certain banking authorities under "Deposit Related Authorities" in the Corporate Resolution/LLC Banking Agreement/LLLP Banking Agreement/LLP Banking Agreement/Limited Partnership Banking Agreement/Partnership Banking Agreement/Unincorporated Association Resolution ("Banking Agreement") on the applicant's accounts when signing:

☑ Individually, ☐ In the following manner:

(v) and that the "Deposit Related Authorities" section of the applicable Banking Agreement shall be updated to reflect such.

Note: While the Bank will make reasonable effort to comply with a requirement that more than one Authorized Signer sign on a transaction, the Bank assumes no responsibility for any transaction that is honored that contains the signature of just one Authorized Signer.

I/We understand that this Addition/Removal of Signer/Officer/Owner/Control Person becomes effective as of the date the Bank accepts this form and any changes to the signing authority made by this form will supersede the signature authority established on the original Business Profile and Account Application, Signature Update and/or Addition/Removal of Signer/Officer/Owner/Control Person form currently on file. I/We understand that all remaining portions of the Business Profile and Account Application and/or Certification of Ultimate Beneficial Owner(s) of Legal Entity Client, including the certification of ultimate beneficial ownership, remain in full force and effect.

SIGN HERE: DocuSigned by: Michael Carney

Must be signed by: Secretary of Corporation or Association; Manager or Managing Member if LLC; General Partner if Partnership, Limited Partnership, LLP; or Owner if Sole Proprietorship

Section IV: Signature Bank Use Only

Account#(s)

[redacted] 1 3 0 1

More than four (4) accounts are being updated, please see attached Additional Account Supplement form #200045

Account Officer Name: Angela Haseq Account Officer Signature: DocuSigned by: [signature] D054CB2E0F4E47D...

Profit Center # 123 Date: 10/14/2022

(Please check one)

☑ Yes ☐ No* Was a recorded callback performed to an existing authorized signer on the account and to a telephone number on the Bank's account documentation in OTG?

**If no, please specify the reason:* _____

Name of person you spoke with: Michael Carney

Tel. Number you called them on: 305-450-9287 Date: 10/13/2022 Time: 3:05 PM Ext. 3840

SIGNATURE BANK

SIGNATURE CARD

ACCOUNT: [redacted]1301

PREIPO CORP

0380396	MICHAEL CARNEY

...ent") represents and warrants that Client signed this Wet Signa... . The Bank shall be entitled to rely on the specimen signature o... the Bank to conduct a signature verification of Client.

...Y | Signature:

0414501	David Grzan

...ure:

iv) the Authorized Signers are authorized by the applicant to conduct those certain banking authorities under "Deposit Related Authorities" in the Corporate Resolution/LLC Banking Agreement/LLP Banking Agreement/LLP Banking Agreement/Limited Partnership Banking Agreement/Partnership Banking Agreement/Unincorporated Association Resolution ("Banking Agreement") on the applicant's accounts when signing:

☑ Individually, ☐ In the following manner:

(v) and that the "Deposit Related Authorities" section of the applicable Banking Agreement shall be updated to reflect such.

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I/We understand that this Addition/Removal of Signer/Officer/Owner/Control Person becomes effective as of the date the Bank accepts this form and any changes to the signing authority made by this form will supersede the signature authority established on the original Business Profile and Account Application, Signature Update and/or Addition/Removal of Signer/Officer/Owner/Control Person form currently on file. I/We understand that all remaining portions of the Business Profile and Account Application and/or Certification of Ultimate Beneficial Owner(s) of Legal Entity Client, including the certification of ultimate beneficial ownership, remain in full force and effect.

DocuSigned by:

SIGN HERE: Michael Carney

Must be signed by: Secretary if Corporation or Association; Manager or Managing Member if LLC; General Partner if Partnership, Limited Partnership, LLP; or Owner if Sole Proprietorship

SIGNATURE BANK

SIGNATURE CARD

ACCOUNT: [redacted]1301

PREIPO CORP

0380396	Michael Carney

...ent") represents and warrants that Client signed this Wet Signa... . The Bank shall be entitled to rely on the specimen signature o... the Bank to conduct a signature verification of Client.

...Y | Signature:

0375479	Rudy A Mazzocchi

Signature: R Mazzocchi

SIGNING AUTHORITY AGREEMENT

I certify that (i) the individuals who have signed above as Authorized Signers are authorized by the applicant to sign this application and have signing authority on the accounts opened pursuant to this application, (ii) the above signatures and titles are those Authorized Signers' signatures and titles with the applicant and (iii) the Authorized Signers are authorized by the applicant to act on the applicant's accounts when signing.

☑ individually or ☐ in the following manner: _____

Note: While the Bank will make reasonable effort to comply with a requirement that more than one Authorized Signer sign on a transaction, the Bank assumes no responsibility for any transaction that is honored that contains the signature of just one Authorized Signer.

DocuSigned by:

SIGN HERE: Rudy A Mazzocchi

9C22C0C4C407402...

Must be signed by: Any Officer if Corporation or Association; Member, Manager or Managing Member if LLC; General Partner if Limited Partnership; Partner if Partnership or LLP; or Owner if Sole Proprietorship.

DECLARATION OF [*Insert Name*] CERTIFYING RECORDS OF REGULARLY CONDUCTED BUSINESS ACTIVITY

I, the undersigned, Alisha Amin, pursuant to 28 U.S.C. § 1746, declare that:

1. I am employed by Signature Bank as Legal Processing, Associate I and by reason of my position am authorized and qualified to make this declaration. [*if possible supply additional information as to how person is qualified to make declaration, e.g., I am custodian of records, I am familiar with the company's recordkeeping practices or systems, etc.*]

2. I further certify that the documents [*attached hereto or submitted herewith*] and stamped Signature Bank 000001 Signature_Bank_000038 are true copies of records that were:

(a) made at or near the time of the occurrence of the matters set forth therein, by, or from information transmitted by, a person with knowledge of those matters;

(b) kept in the course of regularly conducted business activity; and

(c) made by the regularly conducted business activity as a regular practice.

I declare under penalty of perjury that the foregoing is true and correct. Executed on 02/22/2023

/s/ Alisha Amin

[*Name*]

ATTACHMENT

24

FL-04335

Carney, Michael - Vol. I.20230503.449066-MBO

5/3/2023 10:53 AM

Condensed Transcript

Prepared by:

David Staubitz
FL-04335

Wednesday, May 17, 2023

THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION

In the Matter of :)
) File No. FL-04335-A
PreIPO CORP)

WITNESS: Michael Carney
PAGES: 1 through 209
PLACE: Securities and Exchange Commission
801 Brickell Avenue, Suite 1950
Miami, Florida 33131
DATE: Wednesday, May 3, 2023

The above-entitled matter came on for hearing, persaunt to notice, at 10:53 a.m.

Diversified Reporting Services, Inc.
(202)467-9200

APPEARANCES:

On behalf of the Securities and Exchange Commission:
DAVID STAUBITZ, ESQ.
RUSS KOONIN, ESQ.
CHEDLY DUMORANY, ESQ.
SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT
801 Brickell Avenue, Suite 1950
Miami, Florida 33131

On behalf of the Witness:
DAVID S. WEINSTEIN, ESQ.
JONES WALKER
201 South Biscayne Boulevard, Suite 3000
Miami, Florida 33131

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PROCEEDINGS

MR. STAUBITZ: We are on the record at 10:53 a.m. on May 3rd, 2023. My name is David Staubitz. I'm a staff attorney on the Enforcement Division of the Securities and Exchange Commission. With me from the enforcement division are Russ Koonin, a trial attorney and by WebEx, Chedly Dumorany, who is Assistant Regional Director. We are all Officers of the Commission for the purposes of the proceeding today.

Mr. Carney, can you please raise your right hand. Do you swear or affirm to tell the truth, the whole truth, and nothing but the truth?

THE WITNESS: I swear.

Whereupon,

MICHAEL CARNEY

was called as a witness and, having been first duly sworn, was examined and testified as follows:

EXAMINATION

BY MR. STAUBITZ:

Q Mr. Carney, can you please state your full name, including your middle name and spell

-- you can put your right hand down.

Can you please state your full name, including your middle name and spell your name for the record?

A Michael Carney. C-A-R-N-E-Y. First name M-I-C-H-A-E-L.

Q Do you have a middle name?

A No.

Q Okay. Have you ever been known by any other names?

A No.

Q This is an investigation by the United States Securities and Exchange Commission in the matter of PreIPO Corp to determine whether there have been violations of certain provisions of the Federal Securities Laws. However, the facts developed in this investigation might constitute violations of other Federal or State civil or criminal laws.

Prior to the opening of the record, you were provided with a copy of the formal order of investigation in this matter. It will be available for your examination during the course of this proceeding today.

Mr. Carney, have you had an

opportunity to review the formal order?

A Yes.

Q Do you have any questions about the formal order?

A No.

(Whereupon, Exhibit 1, Form 1662 was marked for identification.)

BY MR. STAUBITZ:

Q Prior to the opening of the record, you were also provided with a copy of the Commission's supplemental information form 1662. A copy of that notice has been previously marked as Exhibit 1.

Have you had an opportunity to read Exhibit 1?

A Yes.

Q Do you have any questions about Exhibit 1?

A No.

Q Are you represented by counsel today?

A Yes.

MR. STAUBITZ: Could counsel please introduce themselves?

MR. WEINSTEIN: Sure. David. Middle initial S. Weinstein, W-E-I-N-S-T-E-I-N.

I'm with the firm Jones Walker.

MR. STAUBITZ: Mr. Weinstein, do you represent any other persons or entities in this investigation?

MR. WEINSTEIN: No, I do not.

(Whereupon, Exhibit 2, Subpoena was marked for identification.)

BY MR. STAUBITZ:

Q Mr. Carney, I am handing you what's been marked as Exhibit 2. Do you recognize Exhibit 2?

A Yes.

Q Is Exhibit 2 a copy of the subpoena of you appearing pursuant to here today?

A Yes.

Q Mr. Carney, do you understand that Exhibit 2 calls for you to produce certain documents to the SEC?

A Yes.

Q Have you, to the best of your knowledge, provided to the staff of the SEC all the documents called for by Exhibit 2?

A Yes.

Q If you tell us briefly what you did to try to collect the documents that we asked for

in Exhibit 2?
A I tried to look for old emails that I could have possibly had or any documents that would have been saved to my computer.
Q Did you check anywhere for any hard-copy documents?
A Yes.
Q Did you find any hard-copy documents?
A No.
Q Are you aware of any documents that were asked for in Exhibit 2 that you have not provided to us?
A No.
Q Do you know of any documents that we asked for that you don't have any longer because they were, say, destroyed lost or they're not in your possession?
A To the best of my knowledge I went through everything that I had. I have not been with that organization for quite some time, so I had -- whatever that I can recall I had, I provided.
MR. WEINSTEIN: Just so we are clear for purposes of the record, Mr. Carney provided the information to me. I then

reviewed the material for relevance and responsiveness and provided that material to the SEC in regards to the requests related to the subpoena.
Mr. Carney provided me with all of the information in his possession, which was requested. As I've indicated to Mr. Staubitz in a letter that I sent that was dated April 21, 2023, there were some documents that were identified by me when I was reviewing them that in the hands of the privilege holder, there could have been a privilege that was asserted as to those documents.
As a result as I explained in my letter after inquiry with our own in-house counsel, I segregated those documents. I then sent them to the privilege holder who can either assert or waive the privilege.
Mr. Carney is no longer an employee of that company, so he's not in a position to either waive or assert the privilege. And again as I indicated I simply told that entity that I had been retained by Mr. Carney that he had received a subpoena

from a government agency and that as a result he had to turn over certain documents and that I identified these as potentially documents that they could assert or waive a privilege on.
So Mr. Carney provided all the documents to me. I then provided the relevant documents to the SEC. So I just want to be clear as to the answer that he just gave you regarding the document collection and then whether or not he provided them all to you.
MR. STAUBITZ: That's very helpful. Thanks for that clarification.
BY MR. STAUBITZ:
Q Mr. Carney, have you ever testified in an investigation by the SEC or its staff, any other federal agency, any state agency, any stock exchange or FINRA?
A No.
Q Have you ever been named as a defendant or as a respondent in an action brought by the SEC or any other federal government agency, any state securities agency, any stock exchange or FINRA?

A No.
Q Have you ever been a defendant or a witness in a civil litigation related to the securities laws?
A No.
Q Have you ever given testimony before of any kind?
A No.
Q Have you ever been deposed for any reason?
A No.
Q Well, good. Let me just go over a few ground rules today that will help make things easy between us and also make life easy for the court reporter, so we get a nice, clean record.
First of all, do you understand that you're under oath today just as if we were in court?
A Yes.
Q Now, the court reporter is going to be taking a transcript, so whenever we're on the record she's going to be typing down everything that we say. For that reason it's very important that when I'm asking my questions, if you wait until I finish speaking before you

start talking.
Sometimes it's going to be clear to you what I am asking and so the natural thing is to jump in and try to offer information, but the important thing is that we want to have a nice clear record of what we've said, so -- and I'll remind you if you interrupt me. And at the same time I'm going to do my best to let you finish speaking before I ask my next question.
So if at any time, you know, you feel like you had more to say and I've jumped in, will you please let me know?
A Yes.
Q That brings up another important thing, which is that even though in natural conversation it's natural to nod, nod a head, shake a head, things like that, obviously, a court reporter can't write that down.
A Yes.
Q So you do your best to say, you know, answer my questions verbally, say yes or no or speak out loud when answering my question?
A Yes.
Q If at any time you don't understand my question, will you please let me know?

A Yes.
Q Okay, and I'll do my best to clarify what, you know, and maybe try to ask the question a different way if you don't understand it. At the same time, do you understand that if I ask a question and you answer it, I'm going to assume that you understood the question as asked; is that fair?
A Yes.
Q Thanks. If at any time you want to take a short break, will you please let me know?
A Yes.
Q We'll take breaks probably every hour or hour and a half. And if in the interim you need a break, I may have a few more questions that I want to ask, but just let me know and we'll do our best.
A Yes.
Q And finally we control the record. So what that means is until I say that we're off the record, the court reporter is going to keep taking down everything that we say. Do you understand that?
A Yes.
Q Are you taken any medications that could impact your memory or your ability to understand and respond to my questions?

A No.
Q Please give us your home address?
A [redacted], Boca Raton Florida, 33428.
Q Can you give us the last five digits of your Social Security Number?
A 23993.
Q Thank you. Could you give us a brief summary of your educational background?
A Went to high school, did some college.
Q Where did you do some college?
A Florida International University.
Q Did you receive a degree?
A No -- I'm sorry, correction. American -- America -- AIU -- American Intercoastal University in Weston, Florida.
Q What did you study at the American Intercoastal?
A I was studying business management.
Q Just generally what sort of courses did you take while you're there?
A Just general business management.
Q And since then, have you done any other courses or?

A No.
Q How about, have you ever had any professional licenses?
A Can you elaborate on professional licenses?
Q Like, for example, like a series seven or other securities licenses?
A No, I have not.
Q Can you give us a summary of your work history since college?
A Yes, I worked for Carnival Cruise Lines in sales. After Carnival Cruise Lines I started working in Healthcare. For the most part of my career did healthcare staffing.
Q Where did you do healthcare staffing?
A I worked for a company called Cross Country Healthcare. I also worked at another company called MedPro Healthcare. Another company called Jackson Therapy Partners, and did some -- have been doing independent consulting for a company called Allied 247.
Q Do you still do this kind of work now?
A I'm back to doing this kind of work now, yes.

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Q So, are you familiar with the company called PreIPO Corp?
A Yes.
Q Did you ever do work for PreIPO Corp?
A I did consulting work for PreIPO, yes.
Q When did you start working with PreIPO Corp?
A I would say around August of 2021.
Q Before August 2021, were you employed?
A I was employed. I was -- well, independent work doing for Allied 247.
Q What were you doing for Allied 247?
A Healthcare staffing.
Q What specific work were you doing when you say healthcare staffing?
A Fair enough. So what I do in healthcare staffing is I'm a recruiter, that's what I do. I recruit healthcare professionals and place them in hospitals.
Q Like a headhunter?
A Yes.
Q Anything else you did for Allied 247?
A No.
Q Is being a recruiter the kind of work that you were doing, you mentioned Jackson

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therapy --
A Yes.
Q -- and some other entities?
A Yes.
Q How long have you been doing work for Allied 247 before you joined PreIPO Corp?
A I did work for Allied 247 since March of 2021, 2021. Correction, my apologies. March of 2020, sorry.
Q The start of COVID always good to pin down when things happen?
A Yeah, March 17, 2020.
Q During that time period, were you doing work for any other entities --
A No.
Q -- besides Allied 247?
A No.
Q You have to wait until I finish asking. This is -- okay, it's not easy, but I'll keep reminding you.
How did you first hear about PreIPO Corp?
A While I was working for -- while I was in recruitment for Allied 247, obviously COVID -- everybody was working from home, I had

Page 19

my family at home. In the healthcare staffing work, it was extremely busy, so I had reached out to a friend of mine who had some office space and I was working at his office.
When I was working at his office, there was a gentleman that had started working for the insurance office that I was working out of, State Farm. And the gentleman started working for the gentleman who was in that office and he was in the office next to me and the gentleman would hear me working on a daily basis.
I was working 12, 13, 14 hours a day and he just started coming over or started talking to me, started kind of building a relationship and then asked me how did I like what I was doing. I said I like what I was doing, I've been doing that my whole career. And he's, like, I'm, you know, I'm looking for someone in business development, I'm trying to build a company, what are your thoughts.
And as days go by, we just started speaking -- started speaking more and more and I got a little burnt out from doing recruitment and working 12, 13 hours a day, so I

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thought that was a good opportunity to maybe go out and explore something different.
So that's when I met the gentleman by name of John Mattera and he had talked to me about what he was trying to build and accomplished and I thought it was a great idea.
Q Just to be clear, John Mattera is the guy who was in working in the office next to you?
A Correct.
Q Okay. And what was the name of your friend with the insurance office?
A Hugo Nunez.
Q Roughly when was this when you first met John Mattera, do you think?
A To the best of my knowledge, it was towards the end of the summer of 2020, I believe. I believe it was towards the end of the summer of 2020, August, September.
Q Okay.
A I'm not sure 100 percent, but more along the lines.
Q I apologize, I just interrupted you. So both of us have to work on that a little.

So what sort of things did John Mattera tell you that you thought were interesting?

A He told me he was trying to build a -- -- he had this URL, PreIPO.com and he was trying to build a platform where, you know, it was private market securities that were going to be traded inside of -- he was trying to build a platform, a technology platform where -- was for private market securities.

Q Anything else you remember about what he told you about his ideas?

A Yes. Well, the way it was -- the way it was always pitched to me and the way it was always told was, we build these platforms, so, that, you know, people who were basically -- how do you explain it -- who did not have access to buy private securities would gain access to private securities.

So the way -- my understanding always was, it was a platform that we were just going to be white labeling out and it was going to be licensed out to different broker-dealers around the world or around the country and they were going to be going in and they would be able

to plug in their supply and they would be able to exchange between broker-dealers.

BY MR. KOONIN:

Q White labeling, what does that mean?

A So white labeling is when you have a platform, a technology and you actually license it out, so that other companies can use it. So we were basically just owning the software and we were just going to be charging a licensing fee, a flat fee, licensing fee for any broker-dealer that wanted to use it. That's my understanding.

BY MR. STAUBITZ:

Q What was your understanding of what the broker-dealers would be using the software platform for?

A To plug in their supply, which would be whatever private securities they had.

Q So this would be a supply of non-public shares?

A Non-public shares, correct.

Q Shares in companies presumably that did not have an IPO yet?

A Correct.

Q Did you at some point actually start

to do work for Mr. Mattera?

A So in the summer of 2020, when I was overseas with my family, I was working actually overseas. When I came back is when I had resigned from Allied 247.

It was around August of 2020, I started doing the work that I was hired or contracted to do was more on the lines of business development, which basically was they wanted me to reach out to different attorneys or different companies and put their companies inside of our website and basically market their companies.

Market their companies in the sense where, let's say, somebody goes into the website, PreIPO.com, they want to utilize the services of an attorney that's listed in PreIPO.com, they would contact the attorneys, and the attorneys would then either have some sort of fee agreement with us or some sort of marketing agreement with us.

Q And so can you help me understand what your job was in relation to that?

A My job was supposed to be reach out to the different companies and try to get them to

utilize our website for marketing services.

Q Did you have a title at PreIPO?

A Yes, my first title at PreIPO was global development officer, which was supposed to be for business development, but the reason they wanted to use global development was because they wanted global, they wanted, you know, reached out to anybody overseas in Europe or different countries.

Q Did you have any other titles while you were at PreIPO?

A Yes. So PreIPO is known for throwing around titles for people to make them feel better. So the title that I was given at one point was chief operations officer.

Q Any other titles that you held that you remember?

A No.

Q You mentioned business development duties, bringing entities or companies in to list on the --

A Platform.

Q On the platform.

Do you have any other duties at PreIPO?

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A Yes. So that's how it started off, and then when I was moved into chief operations officers -- officer, correction -- basically, my duties was I was just managing paper, I mean, at this point just gathering whatever information I possibly could and try to keep it secure and try to keep it in one spot.

Q What sort of paper were you managing?

A Well, we were doing -- so when -- in PreIPO case, let me backtrack.

In 2020, there was a former CEO called Darragh Lawton. When Darragh Lawton had resigned from PreIPO -- it was actually called PreIPO Exchange at that point. And I -- excuse me -- I actually reported to Darragh and I reported to our executive chairman that was named Rudy Mazzocchi.

So Rudy and Darragh and I would speak with them on the daily basis as well, too, and they would speak with John in the background about everything that was going on as far as building the company, so on and so forth.

I believe it was about October of 2020, Darragh, Darragh Lawton resigned as CEO and then Rudy Mazzocchi ended up being the last

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individual. The board diluted. There was an entire board of directors that was part of the PreIPO exchange and Rudy Mazzocchi was the last one that was left. Everyone else resigned. So my understanding is the company was diluted -- excuse me, dissolved back in November of 2020.

So from November of 2020, until March of 2021, really nothing was done other than trying to figure out, you know, how can we make this work, trying to onboard new people, trying to find new people to staff and so on and so forth.

So in March of 2021, there was a new individual that was hired by the name of La Shon Ranawat. Originally, his title was chief marketing officer. And him and John Mattera, which is -- John was -- John was -- always classified himself as the founder of PreIPO Corp or PreIPO Exchange and then PreIPO Corp.

So John and La Shon wanted to -- they came up with the idea again of coming up with the platform and bringing it back to life, so PreIPO Corp was then brought up. That's when PreIPO Corp started.

La Shon was onboarded to start a

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raise for the company, so that we can start raising money to development the platform, develop the technology, develop the marketing, development all of the essentials needed to grow a company.

Originally, Sean's title was chief marketing officer, but soon after La Shon onboarded, John moved his title to chief executive officer, so he was CEO.

At that point, La Shon onboarded the first individual by the name of David Grzan. Last name G-R-Z-A-N. David's title was to be chief syndication officer and then basically La Shon and Dave's jobs and roles at that moment was to go out and start rasing capital, so that we can build the company.

So with that said, while they were out raising capital, my job was basically to put any documents that I could together.

I would work with Rudy Mazzocchi, which is the executive chairman. Rudy Mazzocchi was providing all of the documents that I was using.

They would go out, they would contact investors, accredited investors that

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they had, that they knew, friends and family, so on and so forth. And when they actually had somebody that was interested investing into the company, PreIPO Corporation, they would send me an email to send out a DocuSign, which was with a PPM private placement memorandum. Once I received the email, I sent the DocuSign out. The accredited investor completed the document. The document would come in, and I would just file it.

Mr. Mazzocchi, unfortunately, passed away, for the record.

Q So that's all very helpful. Just to clarify, when you say put documents together, are you referring there to various marketing materials and other offering documents to be given to investors and potential investors?

A Well, the marketing material that I would put together, which was put together by -- I never put any of the material together. The material was given to me. As far as the material when it comes to the PPMs, my role was just to put the PPM inside the DocuSign and send it out to the investors. When the investors signed off on the PPM, I signed off on the PPM

that I received it and that was it.
Q Okay.
A When it comes down to the marketing material, the marketing material was put together by La Shon -- excuse me -- as a chief marketing officer and CEO as well, too.
Rudy Mazzocchi worked very closely with David Grzan. David Grzan is an individual who has got 25-plus years experience in finance. To my understanding he was licensed in the past. He had let go of his licenses, but he went back and he studied for his license and he's got his series -- I think it's a Series Seven license, if I am not mistaken, to be an RIA, registered investment adviser.
(Off-the-record discussion was held.)
BY MR. STAUBITZ:
Q I just want to ask you a couple clarifying questions. So first of all, just to make sure we have the dates right, so our understanding based on some of the documents that we had seen, including documents that you sent us, was that Mr. Lawton had resigned in the fall of 2021. Your testimony is that it was 2020, I just wanted to clarify that?

A I keep confusing 2020 with 2021. Yeah, it's correct, 2021. Because 2020 -- yes, 2021, I'm sorry.
Q So given that, do you think it was more likely in summer of 2021, that you first met Mr. Mattera?
A Yes -- no, I met Mattera in the summer of 2020. I started working with PreIPO in 2021, or started communicating with the staff at PreIPO in 2021.
They had me involved in some emails, but I was doing my recruitment. I was extremely busy. I was a recruiter working at Allied 247. They had me involved with some emails, but I never did anything with them until the summer of 2021.
Q You also mentioned that the board from the first iteration of PreIPO had resigned by the fall of 2021?
A Correct.
Q What's your understanding as to why the board had resigned?
A My understanding is because they never did anything like as far as the company goes, they were never able to get any traction. So

PreIPO Exchange, which is the company in 2021, PreIPO Exchange or One Exchange as they called it, was the same concept.
They were trying to build the platform, but the platform was for digital currency. That's -- so they never got anywhere with that, so the board basically was tired of nothing getting accomplished. So once Darragh Lawton resigned, the board followed with Darragh Lawton as a CEO and they all resigned as well, too.
Q Do you have an understanding as to why Mr. Laten resigned?
A Mr. Laten -- my understanding why he resigned, he did not want to work with Mr. Mattera anymore.
Q Do you have an understanding as to why he didn't want to work with Mr. Mattera?
A I don't. I understand that Mr. Laten and Mr. Mattera had a past history with each other, but I do not know what that past history was and why he resigned or he did not want anything to do with them.
I know that listening to Mattera speak in the office, they would sometimes argue

just because Materra wanted things done more quickly, but they never got anything accomplished.
Q I think you described a couple things that you worked on while you were there, but in particular, once you became the COO, you said you were -- as you said, putting together packets of documents for investors and then working on them, making sure all the boxes were checked once the investors sent their materials back in; is that fair?
A Yes. And just to clarify based off of my going back on my dates, March of 2022 is when I started as the role of COO.
Q So after March of 2022, when you became the COO, did you have any other duties beyond what you already described?
A No, no.
Q So just receiving documents internally to be sent to investors and then receiving documents relating to investors actually entering into investment agreements?
A Yes. So that was -- I mean, that was part of my role. At the same time I worked -- let me go back and continue on.

So La Shon Ranawat was the CEO and then La Shon Ranawat and Mr. Mattera got into an argument, which I am not quite sure what the argument was, but they got into an argument in the summer of 2021, which is when -- then Mr. Mattera decided to make a board decision and he decided to terminate La Shon Ranawat's employment. So at that point, Mr. Grzan became CEO of the company.

Most of my role, aspirations was as operation, they had -- I was also in charge of any type of payments that were being made to any of the vendors that we all have agreements with and contracts with.

It's -- another thing, I stored all the documents with any of the vendors that we had agreements with. So whenever a vendor invoice would come in I would send it -- we would send it out for approval. Mr. Mattera would approve and invoices were getting paid.

Q You said summer of 2021. Mr. Ranawat was terminated -- are you sure that was 2021 or 2022?

A 2022. Thank you for the clarification.

Q You mentioned earlier that you reported to Dera Laten and then to Rudy Mazzocchi. Did you ever report to anybody else at PreIPO?

A Yes.

Q Who did you report to?

A David Grzan.

Q Did you ever report directly to Mr. Mattera?

A Not directly, indirectly.

Q Can you tell us what you mean by indirectly?

A So the way that I always saw things was Mr. Mattera was -- how can you say -- basically in charge of, you know, he was -- as founder, he was in charge. He would direct most, if not all, of the decisions and all of the directions to Mr. Grzan, Mr. Mazzocchi, Mr. La Shon Ranawat and then to myself as well, too. So I guess, to answer your question, we all reported to Mr. Mattera.

Q I think you mentioned a few minutes ago, that Mr. Mattera had made the decision to terminate Mr. Ranawat. Did Mr. Mattera generally have the authority to terminate

anybody within PreIPO?

A Yes.

Q Was it your understanding that he had the authority to terminate Mr. Grzan if he wanted to?

A Yes.

Q Did anybody have the authority to terminate Mr. Mattera?

A No.

Q Did anyone report to you at PreIPO?

A Nobody reported to me directly.

Q Did anyone reported to you indirectly?

A Yes. So I had -- our accounting department basically was reporting to me. I worked close hand-in-hand with our finance manager.

Q Who is the finance manager?

A First name was Pavlina, P-A-V-L-I-N-A. Last name is Carney, C-A-R-N-E-Y.

Q Is Ms. Carney related to you?

A Yes.

Q How is she related to you?

A She's my wife.

Q Anyone else within the accounting or finance department who reported to you?

A No.

Q Other than the accounting or finance department, is there anyone else who reported indirectly to you?

A No.

Q Did you receive compensation from PreIPO?

A I was on a deferred compensation agreement as an independent contractor and we had signed retainers in March of 2022, because everybody had been on deferred compensation and nobody had been compensated.

Mr. Mazzocchi at that point and Mr. Mattera put together agreements for the -- what was called the executive staff to receive a retainer for previous work on any of the money that was being raised.

Q Can you tell us a little bit more about that. What do you mean by retainer?

A Retainer for previous work that was being done. We were on what's called deferred compensation -- I am sorry, do I need to slow down -- we were on what's called deferred compensation and we never got compensated. Never, meaning myself, Rudy Mazzocchi. That was

for any work that we did in 2021.
Darragh Lawton to my understanding as well, too, never got compensated. I'm not aware about anybody else that had gotten compensated or not gotten compensated in 2021, as I wasn't too involved with the company back then. And then David Grzan as well, too, was on deferred compensation and La Shon Ranawat as well, too, was on deferred compensation.
So the way that they had structured -- Rudy and Mr. Mattera had structured the agreements was we are raising capital to build the company, so until there was a raise or the company had raised $500,000, so we get some sort of compensation for our work, we were contracted to receive some sort of compensation on the retainer.
Q How much were you contracted to receive?
A My percentage was 4.8 percent.
Q When you say 4.8 percent, what does that mean?
A So 4.8 percent of any investment that was done into the organization.

Q So, is it your understanding that each of the people you listed off before had a similar agreement where, as money came in, once there was a raise of 500,000, then a certain set percentage of amounts coming in from investors would be used to pay down past compensation that had been deferred?
A I am sorry, can you repeat that again?
Q Sure. It sounds -- I don't want to put words in your mouth, but it sounds like what you're saying is that there was money that you were owed because you weren't getting paid for past work that you had done?
A Yes.
Q That Mr. Mattera had drawn up some sort of a plan or agreement, whereby you and some other officers of the company, as investor money came in, would be entitled to a certain percentage of the money that came in, as a way to pay you back for the compensation that you had deferred previously?
A Yes, correct.
Q Can you tell me again who you think was included in that list of people who where were getting deferred compensation through

investor funds?
A Yes. Mr. Mattera, John Mattera, Mr. Grzan, David Grzan, Mr. Mazzocchi, Rudy Mazzocchi, and Mr. Ranawat, La Shon Ranawat and myself.
Q Do you have an understanding as to what the percentages were, say, for Mr. Mattera?
A Yes. 14.8 percent was Mattera?
Q For Mr. Grzan?
A 4.8.
Q Mr. Mazzocchi?
A 4.8.
Q And Mr. Ranawat?
A 14.8.
Q Was there some sort of a document or agreement that memorialized this?
A Yes.
Q I don't know that we have seen that in the production. Maybe if it's in there, you can help us to find it?
MR. WEINSTEIN: It's in there.
MR. STAUBITZ: I'm sure it is. Maybe we just -- we overlooked it.
THE WITNESS: Yes, yes, that's our independent contractor agreements that had

what our compensation was supposed to be. There is an exhibit at the end and the exhibit speaks about the retainer.
Now the retainer had a cap on it. It wasn't what we were getting, 4.8 of everything that was coming in. I don't remember what that cap is, unfortunately. If I had it in front of me, I can tell you. But there was a cap, it wasn't a large number.
BY MR. STAUBITZ:
Q How did the cap work?
A He -- they just -- they came up with a number.
Q But, I mean, I am saying like, was it a cap as to each individual investor --
A Yes.
Q -- check coming in or like there was a total amount that you're owed?
A There was a total amount that we were owed on the retainer.
Q Was the cap different than the amount that you were actually owed or was it just the amount that, you know, you were owed for all the work that you had done before you hadn't been

paid?
A It was less than for any of the work that was done before.
MR. KOONIN: How were you privy to the other percentages, was it on that exhibit?
THE WITNESS: Yes -- well, since I was on the operations side and I kept all of the documents and the files put together, I saw the documents. All of the agreements were signed by Rudy Mazzocchi, who is the executive chairman.
BY MR. STAUBITZ:
Q So there's not one single document that sets it out for each of you. Is that each of you had an agreement --
A Correct.
Q -- and at the end of the agreement, it set out what your particular percentage was and what the cap was?
A Correct. Each of us had an individual independent contractor agreement and at the end of that agreement, there was an exhibit with a retainer.
Q Understood. Those, we have seen. I just wanted to make sure there wasn't some sort

of a master contract?
A No, no, there wasn't anything additional as far as a master contract.
Q I understand your compensation was deferred. What was your compensation supposed to be? In other words, did you have -- were you on salary, did you have some sort of a monthly amount you were supposed to be paid, how did your compensation -- how was it structured generally, putting aside the whole deferral part?
A So originally I had two agreements in place. One was with PreIPO Exchange. The compensation with PreIPO Exchange was -- it was a monthly payment of -- I don't recall the exact number. I believe it was supposed to be $12,000 a month. It was either 12 or 14,000, and some sort of a quarterly bonus.
Then the -- that agreement when the company was dissolved in 2021, which was, I believe, November or October of 2021, is when they dissolved the company. That agreement went into null. We never -- nobody ever got compensated. At least I never got compensated. To my knowledge, nobody got compensated because

there was -- the company never had any capital, never received any capital.
The only capital -- I wouldn't even call it -- actually it is -- I would call it capital. That was received in 2021, was -- Mr. Mattera had actually signed a personal guaranty for a loan, for one of the board members, one of the actual board members by the name Rene Eichenberger. I am going to spell that. E-I-C-H-E-N-B-E-R-G-E-R. I hope I got that right.
Q Rene is R-E-N-E?
A R-E-N-E, correct. So Mr. Mazzocchi and Mr. Mattera had entered into a loan, which is my understanding with Mr. Eichenberger for the amount of $250,000 and they had also signed off on a -- there was an interest, I believe, of 50 percent interest on the payback of the loan. That was to be used to build the company as well, too. And Mr. Rene Eichenberger was also a board member in PreIPO Exchange.
Q Do you have an understanding as to what Mr. Eichenberger's $250,000 loan was used for?
A No.

Q Do you think it was used to pay deferred compensation to officers of the PreIPO?
A I don't know that answer, I'm sorry.
Q So other than Mr. Eichenberger's loan to PreIPO, are you aware of any other revenue that came into PreIPO during the time that you were employed there?
A Are we speaking about exchange in '21 or 2022?
Q So that brings up a good point. So there are a number of PreIPO entities?
A Yes.
Q You mentioned PreIPO Exchange. Are you familiar also with a company called PreIPO Securities?
A Yes.
Q So just for the ease of reference today, when I say PreIPO, I mean generally the business idea, whether it was PreIPO Exchange or PreIPO Corp. If at any time, you feel like it's important to clarify which entity we are talking about or, for example, if you don't understand my question without me clarifying which one I am talking about, will you please let me know?
A Yes.

Q But otherwise, do you understand that if I say PreIPO, I'm referring generally to this sort of family of companies that are called PreIPO something afterwards?

A Yes. Just for clarification, PreIPO securities, while I was there, nothing was ever done with PreIPO securities. They never raised any capital for PreIPO securities. PreIPO securities is a company that was -- an entity that was established, which was when Mr. Grzan formed a partnership with a broker-dealer called Umergence, U-M-E-R-G-E-N-C-E.

Umergence was the broker dealer. That's why they formed the entity to work with Umergence. So when I talk about any capital that was ever being raised, I am referring -- that's why I want to clarify whether it's PreIPO Exchange or PreIPO Corp because that's what I was -- my understanding of what I knew -- where the capital is coming in for.

So just to go from A to Z, PreIPO Exchange Corp, which was in 2021, they had the loan for $250,000 that came in from Mr. Rene Eichenberger and then there was another -- another quote, unquote, investor, but it was a

loan. My understanding is that it was brought in as well, too, from a private investor by the name of Robert Leweis, L-E-W-E-I-S.

Q The thing I wanted to ask you was, you know, putting aside the loan from Mr. Eichenberger and the loan from Mr. Leweis and putting aside any money coming in from investors, are you aware of any revenue from business operations that came into PreIPO during the time that you were employed there?

A Zero revenue came in.

Q Are you familiar with a company called Lola and Marcus, LLC?

A Yes.

Q What is Lola and Marcus, LLC?

A That is my company, my consulting company.

Q What do you use Lola and Marcus, LLC for?

A It's my consulting company. So whenever I am hired as an independent contractor, that's my company.

Q Is Lola and Marcus, LLC, just you or do you have -- are there any other people associated with it?

A Yes, my wife.

Q But other than that, no one else?

A No.

Q What was the ownership structure of PreIPO? And let's first talk about before the time that there were investors.

A I believe it was Rudy Mazzocchi who was listed as the president and I believe I was listed as the treasurer.

Q Did you own shares in PreIPO?

A Yes, part of my agreement was they had offered my shares into the company.

Q Do you remember --

A PreIPO Corporation company.

Q Do you remember how many shares or roughly what percentage you owned?

A Yes, 1.5 million shares is what was offered to me.

Q Do you have a sense of what percentage of the company that was?

A I believe -- I do not recall, I'm sorry.

Q Was there a majority owner of PreIPO?

A Yes.

Q Who was that?

A The majority owner was a trust that was owned by Mr. Mattera.

Q What was the name of that trust?

A He changed it several times. The last time I was there I think it was Testuror Trust or Veritas. I'm sorry -- changed it multiple times.

Q But it's your understanding whatever the trust was called, that Mr. Mattera was in control of that trust, he had the majority stake in the company?

A Yes.

Q When did you leave PreIPO?

A November 25, 2022.

Q Why did you leave PreIPO?

A The best question of the day.

So I can start off by saying in 2022, I had gone overseas for the summer as well, too, with my family and when I came back, the company or the executive team kept speaking about having a corporate office in place. So we were searching around and finally found a great home that we called the corporate office and I went and I signed the lease for the corporate office.

The corporate office was listed in Boca Raton, 851 South Federal Highway. When we established the office, Mr. Mattera -- the first thing he said was, you know, he did not care about an office, he was never going to be there, he was always going to be working from home, that was it. Well, that never happened.

From the first date we opened up the office, Mr. Mattera's personality that I had an understanding of and the person who I knew and the person who I thought was a humble individual completely changed. He just -- his -- I don't know how to explain it.

It was just -- he built -- what we were trying to build as a fun environment, he built it as a hostile environment. His mentality just grew from wanting to really have fun and have a family and, you know, us really trying to build a company, which we were building a real company.

I believed in the company, I believed in Mr. Grzan's vision, I believed in everything he was saying. Everything we were doing was great. I had nothing, but positive thoughts of PreIPO Corp, what we were building,

you know, what we were trying to revolutionize, everything was beautiful, but then once we got this office, Mr. Mattera just changed as a complete person.

It was just constantly yelling at people in the office. The only thing on his mind was just raising money. All he wanted to do was raise, raise, raise, raise. It was constant: How much did you raise? How much did you raise today? How much did anybody raise?

So as time started -- as we continued on growing in that office, the office was September of 2022 is when I signed that lease. As weeks started going by, Mr. Grzan and I, you know, we continued on, now we were in the office, we were working closely together and we were building a company.

We had constant communications with attorneys all the time. We had, you know -- the platform at that point was built, the platform was ready to go. We just wanted everything to make sure that everything was buttoned off. We wanted all documents proper, we wanted to make sure it was registered with the FCC as well, too. We wanted to make sure

everything was good, but Mr. Mattera was not happy. He was not -- he didn't have patience.

He wanted things done tomorrow, and as more, you know, the more I was getting involved as far as working with different attorneys, he would yell at me, like, why isn't this done?

Well, counsel has not advised me it's ready. Counsel is not ready, this is not ready.

Well, what's going on? We need to raise more money.

My job was never to raise money at all and I told that multiple times to Mr. Mattera. I never spoke with investors, I never went to any of the sales process with investors, I never raised money. That was not my role, that's not why I came into work at PreIPO Corporation. It's not my background. I was very inexperienced and I'm not going to do something that I don't feel comfortable about.

So as time kept going, Mr. Mattera, he became more hostile and more hostile and at that point, he started bringing his wife into work.

Once he started bringing his wife into work, they started putting cameras all over the office. So it was a constant -- I wish we could get ahold of those cameras -- it was a constant -- just an awkward feeling.

I would say probably about four weeks before I actually resigned, I started talking to Mr. Grzan and I started telling Mr. Grzan it doesn't feel right, I don't feel right, you know, I don't feel that John is really trying to build something here. It doesn't feel like that anymore, you know, we are trying to get stuff accomplished and it's just a constant yelling, screaming, just, you know, hostile environment and I wasn't comfortable with it.

So on November 21st, is when Mr. Grzan went to take his test for his RIA, registered investment adviser license, and that day Mr. Mattera asked me to come into the conference room with him. So I went to the conference room with him and at that point, he told me he felt that the company was growing and I have outgrown my position and he wanted to put me to a more of a sales role position and to go out and sell. And I told him that's not what I

wanted, I did not sign up for this, this isn't what -- this isn't anything that I wanted to do.

At that point, he began to insult me and insult my family, insult, you know, anything and everything that I have ever done, making me feel like I have never done anything good for the company.

Then he went on to talk to me about he's been trying to hire this company to clean his background up.

Q What is the name of that company?

A I remember it's called Howard Glickerman, if I am not mistaken. G-L-I-C-K-E-R-M-A-N. And he also told me that he was trying to hire this company or he was going to hire this company to clean his background and one of the things that he mentioned to me at that point, which is what really startled me was, you know, in addition to cleaning his background, he was going to hire the company to work with the SEC and to remove his bar that he had from the SEC and allow him to be able to transact again.

And at that point I said, what do you mean, you're barred from the SEC? So he

said yes. I don't recall if he told me he was barred from the SEC for three years, ten years or life. I do not recall, my apologies, but it was something along those lines.

When he made that statement to me, at that point I went back to my office and I was just startled by what I had heard. Not only by the insults, by trying to, you know, strip me down from anything and everything I had done for the company, the passion that I had for the company, anything I had done. I grabbed my bag and I left.

At that the point I sent Mr. Mattera a message and I told him based off of our conversation and the information that I had learned that morning, I needed some -- to take some time off, I needed some days off to think about everything.

So, that afternoon he had the chief legal officer of the company -- her name is Alexa Majdawali, M-A-J-D-A-W-A-L-I, I believe that's how it's spelled, he had her send me an email, letting me know that they were going to be terminating my emails and -- they would shut my emails off and they will turn my emails back

on when and if I decided to come back.

At that point, Mr. Mattera had also asked me -- he sent me a message asking me if I could meet Mr. Grzan and Ms. Majdawali the following morning at the bank, Bank of America, so I can take my name off the bank and put their name on the bank. He also wanted me to take my name off of any of the accounts and he wanted my name off of anything that had to do with the company.

So I did that. The next morning I went down to -- I met them at Bank of America. It was very uncomfortable situation. I say uncomfortable situation because it was myself, it was Mr. Grzan, it was Ms. Majdawali, and he also had his wife, Ms. Mattera, to go and supervise what was going on.

So once that was done, I left there, I went down and I met with an attorney of mine, not Mr. Weinstein, but another attorney that I had been speaking to.

Q Don't tell me anything --

A Past.

Q As far as conversations you had with an attorney.

A Understood. So I went back home and then Wednesday morning nothing happened. Thursday was Thanksgiving. Friday morning, I drew up a resignation and I submitted my resignation to the company.

BY MR. KOONIN:

Q Why were you speaking to an attorney at the time?

A Because I wanted to --

MR. WEINSTEIN: Without saying what we talked about.

THE WITNESS: Understood. Because I wanted to resign.

BY MR. KOONIN:

Q You wanted to resign before you learned of Mr. Mattera's past?

A I wanted to resign when the environment became hostile.

Q So that's before you learned of his past?

A I mean, I was already contemplating, you know, how I can leave, so I had reached out to an attorney and, you know, and I asked, I -- my only reason I reached out to an attorney was because I had deferred compensation, so I wanted

to make sure that I was somewhere covered within my agreement to get compensated for the work I had done.

Q How long before you learned of Mr. Mattera's past that you contacted an attorney?

A From that conversation that I had with Mr. Mattera, that Monday?

Q Yes, approximately.

A I want to say less than a week maybe.

BY MR. STAUBITZ:

Q Any thoughts of what changed from Mr. Mattera as to why his personality became so different, he got so difficult to work with?

A No, it's just -- I don't know. I just think that he became a monster. He just became this control freak. He became this individual where, you know, for the years or so that I had known him he was a humble guy calling everybody brother. It seems like he was using me or anybody to get to a certain point. Once he got to a certain point, he would just get rid of you and move on to bring somebody else.

Q Did you ever hear anything or see anything that gave you the impression that he

needed money badly in a way that was, you know, affecting --

A Absolutely, yeah.

Q -- his drive to push sales and things like that?

A Yes. So, he -- all right, here's my understanding of Mr. Mattera from the first day I met him. My understanding from him was that he had a pardon from the Federal government for some crime that he had done in the past and that he had actually won a lawsuit from the Federal government for being -- what's the word, I'm looking for, I am sorry -- for wrongfully accused, for being wrongfully accused and he had a settlement that he had won from the government for $300 million. That's what he consistently told, not only me, but anybody as Mr. Mazzocchi, Mr. Lawton, he would tell -- this is what -- his pattern and his consistency of telling people was that he had this lawsuit.

We all thought that he was well-capitalized. He would consistently yell if you don't raise any money, I am going to fund this myself, I am going to fund this myself, I am going to fund this myself.

When I started getting the idea that he needed money was when I started seeing that he never -- he only lived off of credit cards, like he basically -- and there was a time where, you know --

I'm just a normal individual. I'm not a millionaire, I'm not an individual who had a wealthy bank account, I am just a normal individual. I tried to take care of my family, at all times that I worked a regular job. I had a life savings and I went through my entire life-savings trying to pay my bills. I maxed out all my credit cards and February of 2022, right before we actually started -- right before they started to raise.

I told Mr. Mattera I need to get a job, I need to work, I, unfortunately, have no money left. And he told me I don't have any money to give you, if you don't like this, leave. And at that point, I should have. It's probably what I should have done.

But then I met Mr. Grzan, then I met, you know, Mr. La Shon Ranawat, you know, I started getting hope again, I started feeling great. Mr. Grzan is an individual who I highly

respected. Mr. Grzan was also -- he was -- my understanding is he was a whistleblower for a large, a large -- i don't know if I want to call it a Ponzi scheme or -- before a big event that happened for a company called Straight Path that was based out of New York.

Q Can you spell that?

A Straight Path is S-T-R-A-I-G-H-T, Path P-A-T-H.

BY MR. KOONIN:

Q When Mr. Mattera told you he was -- got a government pardon and had been subjected to -- or was the recipient of a $300 million settlement or something along those lines, did you ever Google that?

A (No audible response.)

BY MR. STAUBITZ:

Q Can I kind of just suggest one thing, which is -- you had mentioned a few minutes ago now that you needed some water.

A Right, right.

Q We have been going on for about an hour and I think this is a sort of a logical breaking point before we get into this next topic, so let's go off the record, it's 11:55.

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MR. DUMORNAY: David, would you mind if I just ask one quick question?
MR. STAUBITZ: Sure. Let's go back on the record. It's 11:55. We are back on the record now. Go ahead, Ched.
BY MR. DUMORNAY:
Q I was just -- sir, I think you mentioned earlier that you though Mr. Mattera wasn't really interested in growing the business, I think you may have said that or something to that affect.
Can you elaborate on that?
A Yes, good question. The reason I had that feeling toward the end was because every time we actually -- it felt like we were getting somewhere, he wanted to constantly pivot, so he wanted to stop and go into a different direction, so that's why it got to a point where I'm like we are just trying to do -- we are trying to grow, you know, we are trying to go by the business plan.
I am looking at the, you know, role map that David had put together and continue it was just consistently, you know, a pivot like you wanted to pivot and go into a

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different direction.
So that's why I just -- things just started piling up inside of me and I just -- between that, the hostile environment, just not feeling comfortable there anymore, not feeling like, you know I was being recognized for any of the work, hard work, long hours that I had put into, you know, growing that company, it all just compiled together and that I just started feeling like that.
BY MR. STAUBITZ:
Q Can you give us an example of one of those pivots that happened?
A Yes. So, okay, a perfect example is we were working with a law firm, Winston & Strawn. Every time we get to a point where we would have all of documents, almost our documents ready, he would -- let me backtrack.
So before we got to Winston & Strawn, we had reached out to several different law firms and every time when we get to a point where, you know, we had the documents, we were close to having the documents in place, he would want us to terminate the relationship with them and go find a new law firm or a new organization

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or a new company to partner with, so on and so forth.
Q Any other example you can think of?
A So he wasn't interested -- if he wasn't interested in growing the business, what was his plans with regard to the business?
A He never said he was not interested -- my apologies, I jumped in.
Q Okay, I am sorry. If you're saying, if you thought he was never interested, what do you think then were his plans for the business, if he wasn't interested in growing the business?
A I don't know the answer to that question and I -- why I don't know the answer to that question is that's just my assumption that I started getting based off of the fact that he constantly wanted to pivot. I don't know if it's that he couldn't.
You know, my assumption after he told me that he was barred, was maybe was he is not allowed to be doing this and this is when he started pivoting. I really don't know that answer. It's just the feeling that I would get when you are constantly trying to do hard work and somebody wants you to stop and go into a

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different direction and hire somebody else to do the same work that you were -- basically accomplished.
You know, the way I would think about it in my mind is a football game. You were at the 1-yard line and he would punt it out back to the other side.
Q With regard to the business, the PrelPO's business, was he interested in capital rasing, like getting -- raising money from investors, was he interested in that side of the business, do you know?
A Raising money from investors for PrelPO Corporation, yes, that's -- the raising money was for building up the company, building up the platform, the technology, the attorney expenses, everything.
Q Was that important to him?
A Very important to him. That's -- so to go back to where I was saying it became a hostile environment, that's where -- for me it became a hostile environment because on a daily basis you would come into the office he was wanting to know how much money was being raised, was there any money raised that week, was there

anybody -- any investors that anybody had in the pipeline. And then he wanted me to go out and turn into more of a sales rep going out to raise, which I said I'm not qualified, this is nothing I've done, this is not anything that I am interested in doing. So that was the last day, the last conversation that I had with him.

BY MR. STAUBITZ:

Q When you say sales rep, just to clarify, do you mean of the PreIPO's products or its sales rep in terms of selling investments to investors?

A Products, PreIPO product.

Q Okay.

MR. DUMORNAY: Thank you.

MR. STAUBITZ: So let's go off the record. It is noon.

(Lunch was taken from 12:00 p.m. to 1:07 p.m.)

MR. STAUBITZ: We are back on the record. It is 1:07 p.m.

BY MR. STAUBITZ:

Q I want to ask you some questions about John Mattera and his role within PreIPO in the general sense.

Who within PreIPO reported

directly to John Mattera?

A I would say basically everybody. Everybody had a fear of Mr. Mattera.

Q How frequently were you in touch with Mr. Mattera?

A Daily.

Q How did you interact with him, telephone, in person?

A Telephone, in person, and emails as well, too. He would start at 5:00 o'clock in the morning trying to get ahold of anybody that he could on the phone, working his way from there.

Q Other than email, did people use any messaging, apps, things like WhatsApp, or anything like that?

A Yes.

Q Which ones did they use?

A We used WhatsApp and Signal.

Q Have you searched for or collected any WhatsApp or Signal messages that you have related to this?

A Yes, WhatsApp.

Q What was Mr. Mattera's general duties as you understood them at PreIPO?

A He -- his title where -- he tried to call himself was Head of Global Strategic Partnerships. But the way I saw him more on the lines was anybody who had an idea, he would basically expand on the idea.

So as an example, preIPO Corp, which is a company that was started in March, 2022, that was an idea that was developed by David Grzan, which is currently the executive chairman, executive chairman and CEO of PreIPO Corp.

David had all the ideas, David put the entire business plan together. David was basically the man leading the charge. John just wanted to always make sure that everybody understood that he was the rising bull in the office, he was the man. But David was the one who structured everything together.

Q Was Mr. Mattera responsible for approving expenses at PreIPO?

A Yes.

Q Was there anyone else who was responsible for approving expenses at PreIPO?

A Yes.

Q Who?

A Me.

Q Anybody else?

A No. Correction.

Q Go ahead.

A I am sorry, correction. Yes, towards, I would say throughout the development and the growth of the company, then we started adding David Grzan, CEO, to authorize expenses in the company.

Q Between you and Mr. Mattera and also Mr. Grzan at some point, who had sort of final approval status for expenses?

A Mr. Mattera 100 percent. I believe somewhere buried in those emails he made it a very well-known fact that he had to approve every expense that was made.

Q Was it your understanding that it would have been possible for you or Mr. Grzan, say, to approve an expense without Mr. Mattera looking at it?

A No.

Q Are you aware of any situations where that happened?

A No. Can you rephrase that just in case -- of us approving an expense without him

looking at it?
Q Right.
A No, he looked at everything.
Q Is it your understanding that one of Mr. Mattera's responsibilities within PreIPO was going to be the acquisition of shares of PreIPO companies that would then be offered on PreIPO, the company's platform?
MR. WEINSTEIN: Do you understand that question?
THE WITNESS: I don't, no.
BY MR. STAUBITZ:
Q Do you have an understanding that one of the business operations of PreIPO was going to be to offer investors, in particular institutional investors, accredited investors, the platform they can log into and see shares of companies that had not yet issued pre-IPO and then they would be able to transact in shares of those private companies?
A So as part of the roadmap for the company, its growth, the answer to that question is yes. That's why Mr. Grzan went and he filed for his license and he developed a partnership with the broker-dealer.

Now as far as any of those transactions ever being done, to my knowledge none of those were ever done while I was there and I don't know what's happened since the date that I resigned. I have not communicated with anybody in that company, I have not associated myself with anybody in that company and I haven't spoken with anybody in that company.
Q Just to be clear, your testimony is that you are not aware of PreIPO actually acquiring and warehousing any shares of private Pre-IPO companies?
A To my knowledge that was never done.
Q Do you have an understanding though, that one of Mr. Mattera's jobs --
MR. WEINSTEIN: Because the name of this company is PreIPO, if we can just be clear on the record because I heard you use the word "Pre-IPO" twice. One of them has a common connotation from people that are talking about it, and another refers to the company named PreIPO. So I want to make sure that the record is clear as to what Mr. Carney's answer was to your last question.

MR. STAUBITZ: That point is very well taken. That actually occurred to me that we need to clear that up. So how about this...
BY MR. STAUBITZ:
Q When I say PreIPO, I am referring to the company.
A Yes.
Q Would it be clear to you if we referred to shares of private companies as, you know, referring to the marketing materials as pre-IPO companies?
MR. WEINSTEIN: Before IPO.
BY MR. STAUBITZ:
Q We can call it before IPO. I was hoping to not use the phrase "IPO," but can we say acquisition of shares --
A Supply?
Q -- in private companies. Does that make sense?
A Yes, that would make more sense.
Q Okay. So just to close the loop on the question that I just asked, is it your understanding that one of Mr. Mattera's -- I'm sorry -- that was the next question, but the

question I think I was just asking was: Is it your understanding that PreIPO as far as you know, did not actually acquire any shares of private companies to be offered on their platform?
A Correct. To the best of my knowledge, that never occurred.
MR. WEINSTEIN: Thank you.
MR. STAUBITZ: I appreciate it, that was very helpful.
BY MR. STAUBITZ:
Q Do you have an understanding as to whether Mr. Mattera was going to be taking a role in trying to seek out and acquire shares of private companies to be warehoused and offered on PreIPO's platform?
A Yes.
Q What was your understanding as to what his role was going to be on that?
A My understanding was once the company was operational, once everybody in the company was in compliance, once all the documents were in place, once the structure was in place, his role was to go out and negotiate -- not negotiate, but his role was to go out and find

companies that were trying to sell shares of PreIPO.
Q And do you have an understanding as to how he was going to go and find those companies and acquire those shares?
A No, unfortunately, I don't.
Q Did he ever explain within the office or within the company how he was going to do that?
A Not really, no, no. I mean, his philosophy or -- he kept -- what he would tell us and what he would tell everybody was that this is what he has done in the past, this is what his experience is. He knows how to do it, he knows how to get ahold of the CEOs, he knows how to talk to the CEOs. He knows how to leverage or to, you know, find out what they are looking -- what kind of -- what kind of capital they are looking to raise in order to buy shares at a discounted rate or discounted price, in order to put them on and be able to make a profit off of them.
Q Did he ever indicate that he had relationships with particular CEOs or particular companies that he expected to approach about

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acquiring private shares?
A Not CEOs, but there was one company that he was working with that was based out of -- I don't remember if it's Switzerland or not, but the gentleman, interestingly enough, is actually on the board of PreIPO Corporation right now. His name is Nunu Tadesse.
MR. WEINSTEIN: Give it a crack so you can help her.
BY MR. STAUBITZ:
Q I think is N-U-N-U?
A N-U-N-U, T-A-D-A-S-E.
Q I think it's T-A-D-E-S-S-E.
Do you remember the name of the company that Mr. Tadesse was involved with?
A MindMaze.
Q Do you know whether PreIPO actually ever acquired any private shares of MindMaze?
A To my knowledge they never did. Until the day I was there, until the day I resigned, nothing but -- nothing -- that kind of goes back to my previous statement of Mattera constantly pivoting is that we -- nobody ever got to finish a project because he would constantly want to pivot.

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So as an example, just utilizing MindMaze, for instance, Mr. Grzan and Nunu worked diligently to try to get all the correct paperwork in, meaning, all the filing, all documents.
That's why we worked consistently with several law firms to make sure that everything was filed correctly, documents were in place, making sure everything was fine. And Mr. Grzan had -- was licensed and there was a dealer broker partnership in place before any transaction ever occurred. But until the day I was there, the day I resigned, none of that ever happened.
Q Did David Grzan ever express frustration with the pivoting being done by Mr. Mattera?
A We spoke about it several times, but Mr. Grzan based off of -- the way he explained it to me, it was based off of his experience, he knows, you know, he has worked with people like this in the past. Working like this with people in the past, meaning, a hostile environment and just, you know, a strong demanding personality as Mattera has and he would help me stay calm,

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my frustrations down.
Q Was there anyone else you were aware of within the company that was feeling frustrated with Mr. Mattera and the fact that he kept pivoting away, just as you said earlier, at the 1-yard line?
A Myself, I would say Mr. Grzan sometimes would get frustrated. The former CEO La Shon Ranawat would get frustrated, the former Darragh Lawton, I believe. That's the reason he resigned was because of frustration, it's that part. That's who I can think of.
Q Was there an actual warehouse facility set up to hold private shares of companies?
A Not that I am aware of.
Q Were there any aspects of PreIPO that Mr. Mattera did not control?
A No.
Q Were there any aspects of PreIPO that Mr. Mattera didn't have access to?
A No, not that I am aware of. He had access to everything, I assumed he would have access to everything.
Q But, for example, as far as you know, did he have access to all the bank accounts?

A He had access to the bank accounts, yes. Or he consistently asked for account numbers and account information, but as far as him going in there personally, I don't know whether he did it from his computer at home, but I know he had access to what he was consistently being provided with; the bank statements that he asked for it, any profit and loss statements he was constantly asking for it. Any of the, you know, books, per se, quote, unquote, he was consistently asking for it.

Mattera is an individual who is very disorganized. As much as he makes himself sound like he was very well organized, he was very disorganized. And I say that in a sense where it was -- another frustrating part was he wanted stuff repetitively. Meaning, if he asked for a bank statement today, he didn't know where to find it in his computer, so he would ask for the bank statement again five minutes later, as an example. So the answer is, yes, he had access to everything and he wanted access to everything.

Q You talked a little about compensation, in particular this issue of

deferred compensation and the retainer. Other than the deferred compensation and the subject of the retainer, are you aware of any other compensation that Mr. Mattera received for his work for PreIPO?

A He submitted some expense reports. The expense reports were for lunches and dinners that he had, but that's about it.

Q Did he receive commissions or finders fees on investors coming in?

A No.

Q Did anyone receive commissions or finders fees?

A Yes, they had -- there was another individual by the name of Brian Cohen, which worked closely with David Grzan. There was also several additional individuals that they had onboarded as -- I don't know how they called them, but individuals --

So David would provide the individuals a list of his former list of accredited investors. They would reach out, they would start talking about PreIPO Corp itself and the opportunity of investing into PreIPO Corp, the company, and then David Grazan

would follow with a phone call and he would basically be the closer.

So as far as commissions go, the compensation that these individuals would get was about 5 percent, if I am not mistaken.

Q This was Brian Cohen and then you think there might have been some other people?

A There were several. There were several others, yes.

Q Do you remember their names?

A I do not, but they are in the documents somewhere because there were agreements that were made with them.

Q Did they work for an outside company or were they directly employed by PreIPO?

A They were independent consultants for PreIPO.

Q Do you know how PreIPO found them?

A David Grzan hired Brian Cohen. He knew him from the past, and the other individuals were just referred by -- actually, no -- yes.

So Alexa Majdawali, who is chief legal officer or titled as chief legal officer, she was also at one point tasked with posting an

open position looking for individuals that were going out and sourcing or that would have, you know, the skillset to talk on the phone with potential investors. So she brought in a few and there wasn't many. There was only like two or three.

Q When you say brought in, did these people work in the office, from home, or what was their situation?

A They work in the office. There was a room in the back that had a few desks that we had and they were on the phones. They were constantly being monitored by David. David wanted to make sure that they were saying the right things.

The initial -- the way it was -- the structure of the process was they would have the initial conversations and then they would either hand the phone off to David or they will schedule a follow-up call with David.

Q Was there a script that they worked off of?

A There was a script. So David would actually have what we call -- or what they called training classes, so that's how they --

I'll put their scripts together, but as far as an actual document script, there might have been one that David put together. There might have been one that David worked diligently and put together, yes.

Q Do you know how Mr. Grzan got the names and numbers of people for the salespeople to call?

A I don't. I know that he worked with them in the past because he had worked as a broker, as a registered broker in the past, so he provided several of those lists that were Excel spreadsheets. And there was one time he actually had me personally reach out to a company that he had worked with in the past to provide or buy lists.

Q List of leads?

A List of leads, correct.

Q When you say he worked with people in the past, do you mean the salespeople, the potential investors or the people providing the leads?

A The people providing the leads and the potential investors.

Q You think that some of them were

people that he had previously solicited for investment?

A Absolutely.

Q How do you know that?

A Because when he first came on board, he said that, you know, the first people he was going to reach out to was the accredited investors that he had worked with in the past.

Q But then you also think that at some point he purchased some leads from an outside --

A Yes.

Q -- company?

A Excuse me. Yes.

Q Did Mr. Mattera have any role in oversight of Brian Cohen and the other sellers?

A I guess I would say can you elaborate on that question?

Q Sure. Well, for example, did he have any involvement in the training classes?

A No.

Q Do you have an understanding as to why he wasn't involved in the training classes?

A No, he never went in, he would also leave the room.

Q How about when the people were in the

back of the office on the phones, you said Mr. Grzan was --

A Yes.

Q -- constantly overseeing them? Did Mr. Mattera ever stop in and talk to the salespeople?

A I would say it's possible. I don't have an exact answer. The reason why is I was always in my office, I really didn't go back to that room too often. But I would say -- I would say yes, he would go back and he would engage and have conversations with the people in the back.

As far as him getting on the phone, no, he never got on the phone. To my knowledge, he never got on the phone with anybody. No, he didn't, not that I am aware of. I never heard anybody really talk about it.

Q I just want to make sure that I understand what you just said. Do you know whether or not Mr. Mattera was ever directly in contact with investors that were being contacted by the people in the backroom at the office?

A He was not.

Q So they didn't hand the phone off to

Mr. Mattera?

A They never handed the phone off to Mr. Mattera.

Q Do you have an understanding as to why that was?

A Because that was supposed to be David that was in charge. And David is the one -- David was with the background and David was the smart individual that knew the laws and he knew the finance board, he knew everything. And it was David who structured -- David put the plan together, David put the company together. He put the entire structure of the company together.

Q Did Mr. Mattera, do you think he wanted to talk to investors and Mr. Grzan just said this is my thing or -- I just want to see if there is anything else that you remember about their interaction?

A Yeah, I don't think so because he is -- he is the kind of guy that talks loud and talks a lot, but, you know -- how do I express this in layman's terms and not the way I really want to say it -- but when something really happens, he runs from it; does that make sense?

So he can tell the guy I'm the best, I've done this, I've done that, I've done this and I've done that, and that's --

What I've learned by working with him for that year that I worked with him, when push comes to shove, he never got anything done, he never got anything accomplished. He just tried to take credit for what everybody else was doing. He never got anything done.

BY MR. DUMORNAY:

Q Can I just ask a quick question?

A Please.

Q Did Mr. Mattera ever communicate to anyone at PreIPO what to -- in terms of communicating to investors -- let me ask it this way --

A No, no, hold on --

Q -- ever.

MR. WEINSTEIN: He was thinking. He was just contemplating.

MR. DUMORNAY: Sorry, sorry.

THE WITNESS: Yeah, I am sorry, I'm really trying to dig deep on this one. I don't know. Not that I am aware of.

BY MR. DUMORNAY:

Q Did he ever pass on information about PreIPO, information that he wanted communicated to investors?

A No, no. What he did speak about when he came down to like pre-IPOs was, you know, what he considered to be market research on a company.

MR. WEINSTEIN: Hold on one second. No, I think he switched from what he was asking you to the common use of pre-IPOs.

THE WITNESS: Correct.

MR. WEINSTEIN: So let's go back. If you can for us, just clarify your question and then, Michael, if you can use the other term we agreed on, which I can't remember --

MR. STAUBITZ: Shares in the private company.

MR. WEINSTEIN: Thank you.

MR. STAUBITZ: -- or private shares.

MR. WEINSTEIN: -- to answer the question.

MR. DUMORNAY: Thank you. So --

MR. STAUBITZ: Go ahead, Ched, otherwise --

MR. DUMORNAY: Yeah, I had to...

BY MR. STAUBITZ:

Q So, for example, did you ever have any situations where -- do you have any reason to believe that, say, Mr. Mattera had discussed with Mr. Grzan what the script should look like for the people who were selling shares?

A No, that I was never -- I was never pertaining to any of that. They spoke a lot, but to my knowledge he never had anything to say or do in that part.

Q So it might have happened or it might not have happened?

A Right.

Q It just didn't happen in front of you?

A Not in front of you.

Q Do you think it's -- do you think it's unlikely, likely? Like, if you had to ballpark it, would it be strange if they would have talked about it, would it have been strange if they didn't talk about it?

A I would say they might have talked about it. And again, just to clarify the question, this is in regards to shares of other private companies, correct, that's your

question?

Q No, so this is in regards to --

A Setting shares of Pre-IPO --

Q -- investments in Pre-IPO.

A It's possible they could have talked about it. I mean, just based off of his personality wanting to be the big boss, I would say it's possible they could have talked about it, but in front of me it never happened.

Q Are you aware of any situations where Mr. Mattera was offering guidance, oversight, advice on what investors who were being solicited to invest in in PreIPO should be told?

A I would say he definitely had conversations with Mr. Grzan in regards to that. I would say he had conversations with -- if anything, it would have been -- Brian Cohen was the other individual that I would see that he would speak with on a continuously -- continuous basis.

They didn't really have conversations in front of me, but his office -- when in the conference room, they would actually talk. So I would say most likely it's possible that he could have been giving some guidance or

advice for, you know, elaborating on what the company's philosophy, the motto is and, you know, how the company was being structured.
Q When you say "he," you mean Mr. Mattera?
A Mattera, yes.
Q Mr. Mattera you think had conversations with Mr. Cohen as well?
A Yes.
Q How often do you think Mr. Mattera and Mr. Cohen spoke?
A Every day.
Q How about Mr. Mattera and Mr. Grzan?
A Every day.
Q Was Mr. Mattera in the office every day?
A Every day.
Q How about Mr. Grzan?
A Every day.
Q Was there anyone working remotely?
A Well, yes. We actually had one remote contractor, which was the company that actually built out our -- the platform. His title -- they had him as titled of chief technology officer, his name is Unah Bak, B-A-K. So he was

contracted to work or to build the platform and the websites and he was basically our IT guy. So as far as him, he worked out of Boston, which is where he resides or resided.
Q Was it just Mr. Unah Bak who was working on building the platform or did he have other people working for him?
A He had, to my understanding, he had a development team that was working with him on building the platform.
Q Just really quickly I wanted to get back to Mr. Mattera's compensation before we lose that thread.
A Can I also touch -- too?
Q Please.
A Going back -- working remotely, can you actually define that because -- the board as an example, you know, they were all remote.
You have Rene Eichenberger in Switzerland. Then you had -- who else -- I guess it's the new guy they have now -- Legori he was CFO, his title was CFO. He was working remotely as well, too. I'm sorry, I can't remember his first name.
Q Agusto?

A Agusto Legori, thank you. Agi Legori is what we called him. He was working remotely, I believe he was in New York. At one point they had -- I never had any interaction with the gentleman, but they actually had a gentleman who was titled chief compliance officer. His name was -- Ken Norensberg I believe it was.
Q He was working remotely as well?
A He was working remotely as well, too.
Q How about as far as expenses go, what sort of expenses was Mr. Mattera reimbursed for?
A So the expenses with Mattera was reimbursed was basically dinners and lunches. Office equipment as well, too, that he had purchased for the office. That's about for the most part what I see that he had as far as expense reports.
Q Was he reimbursed for a gym membership?
A Gym membership, yes.
Q Was he reimbursed for a car?
A He had a car allowance. He had a car allowance for a short term while I was there, for a short term. He had car allowances of $1,000 a month.

Q Did he have any credit cards that were paid off by PreIPO or people within PreIPO?
A He had credit cards. Directly payments made to his credit cards, no. But I believe was the reimbursement that were from his credit cards was what he had submitted for the dinners that he had paid, gym membership, the stuff that he had purchased for the company, all the entities he had formed. Like everything that he had done for the company itself, he got reimbursed for.
Q So he wasn't paid -- in other words, someone wasn't paying the bill off directly, he would submit a reimbursement expense, he would get the money and then he would pay off his credit card?
A Correct.
Q Was Mr. Mattera's role well known within PreIPO? I mean, I think we sort of covered that, but was there anyone within PreIPO who didn't know that Mr. Mattera was associated with the company?
A No.
Q Do you know someone Jay Drew Mattera?
A That is Mattera.

Q J-A-Y, middle name, Drew, Mattera?
A He called himself J.D. Mattera, so I am assuming that's him.
Q Okay.
A But he called himself JD Mattera.
Q Okay.
A There was one time that I -- when I had spoken to Mr. Lawton, former CEO, he had mentioned to me if I knew anything about a document that he had or an entity he had formed under JD Mattera. I personally didn't know anything, but I assume based off of his initials, JD, that that would have been him.
Q So you are not aware if someone else was Jay --
A No.
Q -- J-A-Y, Drew Mattera who was associated with PreIPO?
A No.
Q How about someone named John Andrew?
A That's Mattera, John Andrew Mattera.
Q There is no one else named John Andrew associated with PreIPO?
A No, not that I am aware of.
Q We will get into some of the documents

in a bit, but, I mean, one thing that we noticed is that when you look at the website, when you look at the offering materials, the business plan, Mattera's name appears nowhere. Why was that?
A He constantly told us he couldn't have his name anywhere because he had the pardon from the Federal government and until everything was settled as far as his name being cleaned up and his background being taken off the, you know, from Google, from any social media sites, he wanted his name to be cleaned up before he put his name on any of the information.
He is actually now listed as a member in LinkedIn in the social media, but as far as the websites go, the business plans, he never -- he asked not to have his name for that specific reason.
Q When was that first discussed as far as, you know, like when did you first hear about this issue of that he couldn't be on the website or other materials because of this issue with the pardon?
A This is at first, I would say probably right after I started. I mean, I started really

engaging or really spending day-to-day with him. As I started to see material, you know, I asked the question. Mostly I asked the question to Rudy Mazzocchi, which is who I used to talk to confidently on a daily basis and that's -- Rudy said -- Rudy had mentioned to me that he cannot have in his background and then he also had mentioned that as well several times.
Q Okay.
A Multiple times.
Q Did you talk to Mr. Mattera about it directly?
A No, not that I -- never came up. I mean, I just -- I guess I was brainwashed, you know. The guy he really convinced me that he was a good guy, convinced me that he was pardoned, he convinced me. He had everybody thinking he had that $300 million lawsuit, everything was going to be okay.
I have money, I can fund this if I really want to, but I want to go out and build a company and I want to have a board, but I can fund it.
It was a consistent -- constantly saying I can fund it, I can fund it. He also

made multiple statements as well, that he had accounts that were frozen, personal bank accounts that were frozen by the government, and he was waiting for those accounts to be released, and that's how he was going to compensate everybody for the work that they had done, the deferred compensation.
We just -- we believed him. We really did, you know. At one point, it was between me and Rudy, Rudy Mazzocchi, which were the ones who stayed the longest, I guess, before the new -- started in March 2022 where Rudy Mazzocchi just -- we believed him.
I mean, I don't know how else to explain it. I was, you know, mesmerized by his background, constantly talking about a lavish lifestyle and boats and cars and this and that and, you know.
We are building -- we are going to build a great company.
And he made it seemed like -- and still to this day while I was there, you know, I felt like -- and I knew we were building a good company. I'm very happy that David Grzan was there because David Grzan would not allow, to my

knowledge, he would not allow anything to be done without all the buttons being tied up, without all the right documents being done. You know, make sure that the right forms were filed, make sure everything was proper, the Ts are crossed and Is were dotted, before we got to that level that we can start generating revenue, that we can actually start transacting as a company, but we never -- while I was there, we never got there.

Q Other than Mr. Mazzocchi, did you have any conversations with anyone else in PreIPO about Mr. Mattera's background?

A Mr. Grzan.

Q What did Mr. Grzan say about it?

A Well, this happened again weeks -- this was the weeks prior to me resigning. This is what led up to me resigning, where I started getting more concerned about Mattera based off of his attitude and based off of his personality.

When I started coming to the office and I started, you know -- reading, you know, what's really going on here? This isn't what I signed up for. I thought we were

building a good company to have fun. I thought we were starting a company and then I started talking to Mr. Grzan.

You know, I'm concerned with his background, what's going on? You know, what is he doing here? Why doesn't he allow us to really work? Why doesn't he allow us to finish a task, to finish a project, what are were doing?

And just the response I got always from Mr. Grzan was, you know, just let me handle it. I know how to handle these guys. We are doing everything right, we are doing everything by the books, six months from now, we are going to be sitting on an island and everybody's going to be happy.

Luckily, I only lasted six weeks and I said I'm out of here.

Q Other than Mr. Grzan and Mr. --

MR. DUMORNAY: David, can I ask a quick question?

MR. STAUBITZ: Yes.

MR. DUMORNAY: David?

MR. STAUBITZ: Yes, go ahead.

BY MR. DUMORNAY:

Q Can you elaborate more on the part that Mr. Mattera told you he was trying to seek?

Like, for example, did he tell you which agency he was trying to get the pardon from, can you elaborate a little bit more on that?

A So the answer to that question is it's possible he might have told me that, but I can't remember or don't really know, to be honest with you, because this is not really my background, and it's just not something I would have even thought of. But it wasn't that he was in the process of getting a pardon, he told us he had a pardon. Like this is his common -- his common statement was that he was pardoned. Now when it came down to getting more --

Q Did he --

A -- more -- sorry. If I can finish. When it came down to getting more information, he allegedly had a gag order, so he wasn't allowed to speak about his pardon and he wasn't allowed to speak about -- although he did, he did speak very fluently about his lawsuit that he won from the Federal government.

His lawsuit that he won from the

Federal government is by this attorney, Fred Schwartz, that he uses. You know, we believed him. We believed -- he was a very persuasive individual.

MR. STAUBITZ: Ched, before you -- because I just want to make sure that...

BY MR. STAUBITZ:

Q So just now, it sounded like you were saying, you know, Mr. Mattera said these things and earlier I thought you had said that you had not actually talked with him directly about it.

So I just want to make sure: Did you actually hear Mr. Mattera, for instance, say that he received a pardon, say that there was this gag order in place so he couldn't talk about it. Were these things you actually heard him discuss or did you hear that from other people?

A No, this is what I heard him discuss.

Q Okay.

A Yes.

BY MR. DUMORNAY:

Q With regards to the lawsuit, did he say who he filed a lawsuit against, which agency?

A No. That, I don't know. He never mentioned that. I just knew that the attorney that was representing him was Fred Schwartz, that's his name.

BY MR. STAUBITZ:

Q Were investors told about the pardon?

A Not to my knowledge. I never spoke to any of the investors and I wasn't part of that.

Q Were investors told -- I mean, because the materials again in the website don't list him, was Mr. Mattera discussed with investors and potential investors?

A I don't know. I was never part of any conversation with any of the investors. There was a few investors that stopped by the office that I said hello to, but other that that I was never on the phone with any investor. I never spoke with any investor, I was never present while an investor was being pitched. I don't have the answer to that question.

Q Did you ever do any research about Mr. Mattera and his background, yourself?

A Yes, absolutely. I did Google his name and I saw his background. I did see that what he went in for and this was toward the

beginning when I first met him, but, of course, his persuasive personality led me to believe that he was innocent and that he had all this money.

And towards the end as I started really doing more research on him, that's what prompted me to just compile it all together where I don't want to -- I just don't want to be here. I don't like the guy anymore, I don't trust him, I don't believe in him anymore.

Q Were you aware that he had been in prison?

A Yes.

Q When were you first aware that he had been in prison?

A When I first met him.

Q How did that come up?

A When I first met him, he was -- when he was released, he was released for work duty, so when he was working, that's how I met him. He was working at the State Farm office, he was working for the State Farm rep and I was in the office right next door to him.

Q But how did the fact that he had been released from prison come up?

A He had an ankle bracelet.

Q Okay. All right, got it.

A I had to buy him lunch every week because he couldn't go out.

Q Okay, that's pretty direct.

So one of the things that -- we were a little confused about, again, because some of the dates we discussed is that -- our understanding is that he was released from prison in March of 2021.

Is it possible that he was physically released earlier, but that he was released from his ankle monitor, say, in March of 2021?

A Can I ask a question, when was COVID?

Q It started early 2020.

A Okay. So 2021 could be when he was released then yes.

Q Okay.

A These two years is a blur.

Q It's not a memory test. We just want to make sure for the record that we have the -- that we start to get --

A 2021.

Q -- it clear on the dates.

A I don't know why -- it just could have been me that I -- I thought it was earlier than that, but I could be wrong.

Q How long did he have the ankle monitor on after you started working next to him?

A He was released from the ankle monitor in March of 2021.

Q Okay.

A He was -- yeah, he was released in August or September 2020 and -- am I correct?

Q I was looking at the bureau prison's website earlier that has a release date, but -- I mean, that's helpful and the ankle monitor detail is also helpful.

A Was I wrong, I'm just curious?

Q The bureau prison's website doesn't make it --

BY MR. KOONIN:

Q Assuming their website is accurate, it says he was released on March 12th of 2021.

A I think he was released from the monitor. I could be wrong. My apologies, again, I'm sorry that it's a little foggy, those two years, but I could have sworn he went -- he was released in August or September and he was

on house arrest and then released from six months.

MR. WEINSTEIN: We can have this discussion or off the record, but I believe I have an explanation if you want to hear it.

MR. STAUBITZ: Sure, yeah.

MR. WEINSTEIN: When you are incarcerated, within six months from the date that you are released they put you on house arrest. So technically, you are still under supervision of bureau prisons because your supervised release doesn't begin until you've ended your incarceration.

Now between COVID and overcrowding and everything else what was happening is that people were being released and if - in BOP's website shows March of -- March.

MR. KOONIN: 12, 2021.

MR. WEINSTEIN: 12, 2021, if you back up six months, that will take you to September of 2020, when he physically was let out of whatever facility he was in. He then goes to a halfway house, he gets an

ankle monitor, he is still in BOP custody because his supervised release doesn't then begin to start until March 12th of 2021, and he is on three years of supervised release according to publically filed documents, so he would be on supervised release for three years from March of 2021, to March of 2021.

MR. STAUBITZ: That does make perfect sense.

THE WITNESS: It does.

MR. WEINSTEIN: I believe it's what happens --

THE WITNESS: That's about the right date because he was at a halfway house for six months. I remember him having to report when he would come in and when he would leave for -- while he had the bracelet on and then once he was released from the bracelet, yes, that sounds about right, thank you.

BY MR. STAUBITZ:

Q As part of these conversations when you first were working with him, were you aware that he had been sentenced to 11 years in prison

for his role in a $13-million scheme to defraud investors through false ownership claims of stock and Facebook and Groupon before their initial public offerings to other private companies?

A Yes. He never made that statement to me. Actually, as a matter of fact, he did make that statement when I did bring it up and his response was he was innocent and he pled guilty because they -- I mean, this is the kind of stuff he would say, he pled guilty because they arrested his mother and they accused him -- I don't remember exactly what it was he said, but it was something along the lines of -- no, they would have threats -- the government had threats against his mother whether or not he pled guilty.

So he just painted these pictures all the time of, you know, everybody, him being innocent and, you know, him having somebody in the company that he worked with because it was so large and he constantly talked about the number of transactions that he did and everything was right and it was just, you know -- there was one bad person, he said, you

know, he called it -- the government had put a mole or rat inside of his company and they -- what's the word I'm looking for -- they framed him. He always used it as he was framed.

So, you know, back to, you know, whether -- I'm just an individual that was sitting in an office next to him. I was burned out from working in COVID doing, you know, recruiting, that's what I was doing.

I think he -- my opinion is he used that against me, like he just used it and he saw somebody that was there that he can just grab and persuade and, you know, inflate my head with I had all these cars and these Ferraris and these houses and so it's all he ever spoke about was his planes and his helicopters and this and that. And, you know, and you start listening to this stuff and, okay, he is a smart guy, like, you know -- eventually, you got to get there at some point.

I did do my -- I did Google, I did see what his background was, but when, you know, he starts on a daily basis kind of persuading you, you know, I was wrongfully accused, I have a pardon, you start thinking,

okay, you know, maybe there is an opportunity out there.

Then I started introducing -- what convinced me the most to work with Mattera wasn't necessarily Mattera, it was the people who I heard him talking to, you know, the people who he would surround himself around, you know, Mr. Rudy Mazzocchi, you know, Rene Eichenberger, you know, these are like individuals that -- those are the names that you Google and it's like, wow, these guys are -- you know, they are very well known, you know, they are not convicted felons.

I mean, you start looking at -- and say, okay, maybe there is something being built here that's probably -- you know Darragh Lawton. Darragh Lawton, I had a lot of respect for that CEO, Darragh, you know, his team that he was trying to put together.

Again, everybody who I would hear him talking to and not necessarily me being on the phone call because I wasn't, I was doing my own thing, but the walls were so thin that I can hear. And he's so loud that I just can hear him talking to people on speaker phone, you know,

when I was -- when I had a chance.

Don't get me wrong, when I did what I did with COVID I was on the phone for 12, 13 hours a day. But when I had an opportunity, I would walk to get water and like these kind of things they just like, okay, this is -- there is an opportunity over there.

And again, you know, once we started building the company, I had a passion for it. I knew it, I knew we can build something good. I'm familiar with licensing technology. I haven't done it personally, but I'm just familiar with -- that's just the right model to go.

So I believed in him, I believed in the business plan that David put together, I believed in all of it, and I still do. Don't get me wrong, that's just an individual who I decided in my life I don't want to be a part of, I don't want to be surrounded with anymore. I don't know what he is capable of.

I started, you know, as we -- as my bottle started getting full that I eventually blew up and left. I couldn't take it anymore. I just -- his just constant lies. And what I

mean by lies is I can just tell that he is just lying saying he got this done. He never got anything done. It's just every morning, I -- it just became that person that I can't be in a room with anymore.

BY MR. KOONIN:

Q Can I just ask a clarifying question?

A Yes.

Q Because this morning, at least I had the impression that you kind of sort of had this epiphany towards the end, maybe a couple days before you actually left.

A Weeks.

Q Maybe I am mischaracterizing your testimony, so please correct me if I am wrong, but this morning you gave, at least to me, you gave the impression that a few days before you finally decided to leave you discovered that Mr. Mattera had this criminal history and you learned a little bit more about it.

And what I am hearing from you now is you actually were aware of it even before you got to PreIPO because of, obviously, this whole ankle-monitor situation, and then him telling you his reasons why in his own mind he

was wrongfully convicted and things of that nature. So I just want to clear all that up on your end. When did you find out --

A Yeah, and I -- my apologies. I appreciate you asking for that clearance, So I was known of that (sic), but when I really startled feeling that this wasn't the guy he was portraying himself to be, was when I made the comment of when we moved into the office is when things started changing, his personality started changing.

The last day that I was in that office was the last comment that he had made to me about being barred. I never knew he was barred from the SEC, you know, and I didn't even know what that meant a year before, to be honest with you, I never really did.

What I learned as I started building and started working with David Grzan and started working with the attorneys, I'm putting all these documents, I started learning about all this stuff. And again, nobody ever wanted to transact, nobody ever wanted to do anything until all the documents were properly put in place.

Now, the last date that I was there, you know, that was weeks that was -- I was being bottled out. I would say probably about four weeks before, you know, give or take a couple of days -- I'm sorry on that, but I started bottling up and it got to the point where I could not take it anymore.

But as clarification -- oh, I did know that he had a history background, but I was brainwashed in a sense where he was a good guy. I don't know what his -- what his thoughts are and what his plans are and what he wants to do. I just know it got to the point where I just didn't want to be a part of it anymore.

MR. KOONIN: Okay, you've made that clear.

THE WITNESS: I would like to use the restroom, please.

MR. STAUBITZ: That's fine. yeah, that's a good breaking point. Let's go off the record. It's 1:59.

(Recess was taken from 1:59 p.m. to 2:07 p.m.)

MR. STAUBITZ: We are back on the record. It is 2:07 p.m.

BY MR. STAUBITZ:

Q I don't think I asked this before, but if I did I apologize. So other than Brian Cohen and the team of salespeople who were in the backroom at the office, was there anybody else who was tasked with making first contacts with potential investors to buy shares in PreIPO?

A So the -- when it started, it was La Shon. La Shon was the main -- that's why La Shon was brought onboard by Mattera because he had knowledge and background in raising for companies. I don't know what companies he raised for, but he had a background on it.

So him and John had met -- or Mattera had met in multiple occasions and they came up with an agreement to go out and raise the capital to build the company.

The agreement was structured or the whole structure was placed by Mattera, Rudy Mazzocchi and by Shon. Shon had reached out to, you know, his friends, his family people he knew because he as coming onboard as chief marketing officer, but then moved into the role of CEO.

In addition to bringing in Grzan, you know, Shon wanted to build the company, the company that was being built. The platform, you know, the marketing for the platform, everything, the legal -- everything that was being done for the company. So Shon was tasked to go out and raise capital as the CEO of the company.

Shon had several friends. He had worked with another individual by the name of Matt Egan. Matthew Egan. Matt Egan was another individual like Brian Cohen, but Matt Egan was just basically reaching out to his network of friends and family that he knew that were accredited investors to invest in the PreIPO Corporation, the company itself.

Other than that, that's in the office that I can think of, no. Not that I can think of, not that I can remember, but in the office, no, not that I am aware of. Alexa Majdawali that was chief legal officer, she was also reaching out to potential investors. She had her father investing in the company. And then her father ended up -- when I left, her father became a board member of the company as well.

Q So, other than Mr. Cohen and the people in the back of the office, Mr. Grzan,

Mr. Egan, and Alexa and Mr. Ranawat, is there anyone else that you are aware of who had contact with potential investors trying to solicit them to invest in PreIPO?

A Not that I am aware of, no.

Q Do you know someone named La Shon Hill?

A The same La shon Ranawat Hill.

Q Why does he call himself La Shon Ranawat?

A I don't know that answer. I don't know. He always -- that's what he called himself, La Shon Ranawat. Legally his name was La Shon Ranawat Hill, but that is the same individual.

Q Do you know if he was using the name Shon Ranawat because he had a history of arrests in his past?

A No, I don't know the answer.

Q I am going to be handing you a couple of exhibits here.

A Yes.

(Whereupon, Exhibit 3, Email was marked for identification.)

BY MR. STAUBITZ:

Q I'm first handing you a document that's been marked as Exhibit 3, which has been Bates stamped FL-4335_MCarney_PreIPOCorp_000841.
It's an email from David Grzan to a number of individuals dated July 2, 2002. And I am also going to hand you exhibits 4 and 5, which are the attachments to Exhibit 3. So Exhibit 4 is, again, it's an attachment to Exhibit 3, and it is headed PreIPO Corporation business plan and it's -- it has Bates ending in 863.
(Whereupon, Exhibit 4, Business Plan was marked for identification.)
(Whereupon, Exhibit 5, Information Overview was marked for identification.)
BY MR. STAUBITZ:
Q And Exhibit 5, which, again, is also an attachment to Exhibit 3, which is headed PreIPO.com information overview 2022. It's the same Bates precursor, but it's ending in 845. Take however much time you need to look it over.
MR. WEINSTEIN: Just so you understand, when I turn these documents over to them, we are responsible for putting those numbers, and it's because

that's the number that identifies the subpoena, that's your name, that's the investigation and then we have affixed the Bates numbers, that way we are sure of what we are looking at.
BY MR. STAUBITZ:
Q If you can just review those, and then let me know when you're ready, I'll have a few questions about them.
A I'm good. I think I am ready.
Q Have you seen Exhibit 3 before?
A Yes.
Q What is Exhibit 3?
A So David had asked John for anybody he knew as far as friends, family or anybody he knew that he can start reaching out to that would be interested if participating in the raise. So Mattera -- John -- I referred to John Mattera -- he had reached out to Mattera asking him if he knew, had any friends and family or anybody he could reach out to that would be interested in participating a raise, you know, owner or founder into the company. Anybody who he would know that was interested in participating in the raise and building of the

company.
So Mattera had given Grzan a list of individuals that he said reach out to, they might be potentially interested in investing.
Q So that's helpful. Yes, so one of the things we had noticed about this exhibit -- and there were some similar emails that your counsel produced to us -- was, you know, for example, the very first line under the salutation, it says at the request of Mr. John Mattera I'm delighted to inform you; did you see that?
A Yes.
Q This is -- I'll represent to you this is one of the few instances where we see Mr. Mattera being mentioned in materials that are being sent to investors. Is that because of what you just said, which is that, you know, these are all people who Mr. Mattera had given their names to Mr. Grzan?
A Yes.
Q And told Mr. Grzan to reach out to these people?
A Yes.
Q In looking at the email addresses, under cc, do you see one is JD@preIPO.com?

A Yes.
Q Is that Mr. Mattera?
A Yes.
Q Then under bcc, there is one that's MC@PreIPO.com; is that you?
A Yes.
Q Let's look at Exhibit 4.
BY MR. KOONIN:
Q Why would you bcc'd on what is essentially appears to be a sort of sales-type email?
A I don't know. He bcc'd me on everything, Mr. Grzan. I know whenever he -- and I think my assumption here is or my recollection would be he would bcc me on people that Mattera had given him. I know he bcc'd me on a lot of stuff, but not necessarily -- actually, he probably bcc'd me on a lot, yeah.
BY MR. STAUBITZ:
Q Do you know if you ever had any direct contact with the investor identified in Exhibit 3?
A This one?
Q Yes.
A Frank Magliochetti, yes.

Q What sort of contact did you have with him?
A Frank Magliochetti would come to the office and -- Frank Magliochetti was an individual that was introduced to Mattera and would come to the office several times in the office when we worked together, but that's how I know Frank Magliochetti, M-A-G-L-I-O-C-H-E-T-T-I.
Q Did you have any contact with Mr. Magliochetti about investing in PreIPO?
A No, not that I recall, but no.
Q It sounds like what you are saying is that he and Mr. Mattera were friends?
A Yes.
Q So when you were working next to Mr. Mattera, Mr. Magliochetti would be there to visit Mr. Mattera, and you met him in that capacity?
A Yes.

BY MR. KOONIN:
Q So I know you weren't there for long, but you came from, I think you said health care recruiting, right?

A Yes.
Q What was your role here at the company PreIPO, what were you doing?
A Well, when they first brought me, it was for a business development role and then when that dissolved, that company dissolved, they brought me since it was basically myself, Rudy Mazzocchi and Mattera that were left, Mattera wanted to bring me on in a CEO role, which I declined, I never wanted anything to do with that.
The reason why Rudy Mazzocchi was not able to be -- my understanding Rudy Mazzocchi was not able to be CEO was because he was already the executive chairman and he wore several hats of the CEO in several other companies.
Q Focus on my question: what were you doing?

BY MR. STAUBITZ:
Q Day to day, what were you doing?
A I mean, aside from listening to them trying to build a company, really until March, there was really nothing that I did.

BY MR. KOONIN:

Q You came to work every day and did nothing?
A I went to work every day -- well, when the company was dissolved in November of '21 -- again, back to my dates -- November of -- when it was dissolved for the next three months, the answer is, yes, we did nothing.
I was basically -- Mattera was trying to -- with Rudy, he was trying to gather, you know, a new team, they were trying to form a new team, they were trying to form a new business and every day I was trying to figure out what exactly was I doing. That's why it got to a point where February of 2021 or March of 2021, you know I --

MR. WEINSTEIN: 2022.

BY MR. KOONIN:
Q 2022.
A 2022, thank you. 2022, I went through my life savings, I went through my credit cards trying to pay my bills, trying to eat and provide for my family because I was not making any income and I said I need to go out and I need to get a job?
Q What about before the company was

dissolved, before November 2021, what was your day-to-day?
A Really just -- I didn't do much, to be honest with you.
Q What did you do?
A Nothing. I mean --

BY MR. STAUBITZ:
Q Can I ask something because maybe I am confused then because I heard you say earlier, and you correct me if I am wrong, but I heard you say earlier that you were working 13 hours a day?
A That's recruiting. That was at Allied 247, yes.
Q So I guess I was confused. It sounded like you were saying you were working 13 hours a day building PreIPO.
A No, no, no, no. My apologies, let me go back to that statement.

BY MR. KOONIN:
Q I think it may be because of the dates that we are...
A Yes. So you guys have been asking me what I did in 2021. In 2021 I did nothing for PreIPO. I worked at my Allied 247 as

recruitment and I resigned from Allied 247 summer of 2021, and I went to go work for PreIPO in August of 2021, that's when I started doing some work for them.

So at that phone my interaction day -- to-day was with this Rudy Mazzocchi, Darragh Lawton and really it was just -- really nothing to be honest with you. I mean, there was a couple of ideas that I was trying to put together as far as building a marketplace, marketplace being going out and trying to reach out to the organizations that wanted to put their companies in the websites, so that we can advertise for them. That's what the role that they originally brought me in for.

Now, again this is PreIPO Exchange, 2021. That is the company that they had where they were trying to build a platform for the digital markets. I knew nothing about crypto currency. I knew nothing about digital markets, but I was told come onboard, you know, we are going to have you build business development. I was working with Darragh Lawton hand in hand, and then Darragh Lawton retired -- I am sorry, Darragh Lawton retired.

Q Let me stop you. So you leave a job that is paying you a job that is paying a salary, to go to a job that's not paying you a salary where you do not exactly have any kind of defined duties, why?

A The answer to that question is, yes, because I signed a contract where they were going to pay me, you know, 12, $14,000 a month.

Q So you were getting paid $14,000 a month for not doing much; is that what you are saying?

A I never got paid.

Q You didn't get paid at all?

A Not from PreIPO.

BY MR. STAUBITZ:

Q You did get paid out of investor proceeds, right?

A I got paid March of 2022, when PreIPO Corporation was formed, that's when I started getting paid. Between -- when I resigned from my job at the healthcare recruiting, which was July of 2021 up until March of 2022, I got paid nothing from PreIPO.

Q With the retainer payments you received though, what work was that for?

A So when Rudy and John put the actual agreements together, the retainer agreements, it was supposed to be to cover for what they had onboarded us for in 2021, although I really didn't have much to do with the company. You know, I quit my job to go work for this company.

BY MR. KOONIN:

Q What did your wife say when you said I am leaving a full-time paying job to go to a start-up company that isn't going to pay me, without violating, what was her reaction because I don't want to violate a spousal privilege.

A Her reaction was not bad because I was burnt. So it wasn't bad. I mean, it wasn't...

Q You can leave it. Got it.

BY MR. STAUBITZ:

Q I still don't understand, though. If you -- we can look at the numbers, but I mean, you received a substantial amount of money and I can pull the specific numbers out of investor proceeds.

A Yes.

Q In the form of these retainer payments, and if what you're telling us is that -- if that's for the time you didn't get paid in

2021, but you're also telling us you really didn't do anything in 2021, then why did you take money out of investor proceeds for compensation?

A The money that I received was -- okay, I understand where you are coming from here. So January of 2022 through end of November 2022 when I was there, I mean in PreIPO Exchange I really didn't do much.

In PreIPO, Corp, we were building that, yes. At that point I was doing a lot of research, I was doing with Rudy Mazzocchi and with Mattera, I was doing a lot, but as far as filing paperwork -- no, the answer is we didn't have the structure put in together, we were building the structure. So I was doing more of a lot of research when it comes down to that to answer that question, hopefully.

Q So in 2022, what was your day like?

A My days were busy at that point.

Q Doing what?

A Beginning March when the actual raise started -- between -- I would get up early all the way to 7:00, 8:00, 9:00 o'clock at night sometimes. It was reaching out to different

attorney law firms, a number of attorney law firms that I had to interview, in order to be able to, you know, find the right law firm.

Documents that were being put together, you know, we started getting really busy when they started raising money, so we had to -- I had to make sure that the documents were all in place as far as the documents that were being sent.

Q What sorts of documents?

A Documents -- the PPMs.

Q What did you do to make sure the documents were in place?

A I just filed them, I filed them, filed them in the folder.

Q So not drafting them, not reviewing them or editing them, but just physically putting them in a folder?

A Correct. I never drafted any of the documents. I was going back and forth with Mazzocchi and with Grzan as far as putting the documents together. You know, my understanding with the way that it was, was Mazzocchi had the documents already in place prior because of multiple raises he has been a part of, same with

Grzan.

The two of them are the ones that combined, they put the initial PPM together up until we started to work with an SEC attorney, which is the one who provided all the guidance for the PPMs.

Q How many law firms do you think you looked at?

A Six or seven.

BY MR. KOONIN:

Q Who was the SEC attorney that provided the guidance?

A Mark Tarallo.

Q What law firm?

A Nutter. He worked for the law firm that does all the patents.

Q Nutter is on PreIPO'S website, right?

A Nutter, Mark Leanardo is on the board. That's why I always thought everything was kosher.

BY MR. STAUBITZ:

Q I just want to -- I don't want to lose this thread, though.

So in addition to being in

contact with six or seven law firms and putting documents in folders, what else did you do on the day-to-day basis?

A I was working on forming the entities. So we were forming different entities or, you know, Grzan was asking me to form different entities to get everything up and running so that the date we actually started, we got to the point where we were starting to transact, we were able to transact.

In addition, I was working very closely as far as the designing of the platform in itself, so that took a lot of time, which was designing the platform.

At the same time I was working with the attorney, Mark Tarallo and Rudy Mazzocchi and David Grzan to make sure that everything that was being done in that platform was correct, was, you know, SEC regulated and was able to go out on public and live. In addition to that --

BY MR. KOONIN:

Q Let me stop you there. What do you know about SEC regulations?

A Not much.

Q So how did you ensure that they were going live the right way in compliance with SEC?

A Because I was going by the guidance of an SEC attorney.

Q So you were in consult with the attorney?

A Yes.

BY MR. STAUBITZ:

Q What did you do to work on designing the platform?

A Just looks more than anything.

Q Aesthetics?

A Aesthetics.

BY MR. KOONIN:

Q Do you have a sort of web design background?

A I don't.

Q So how did you know to do that?

A Well, just visionary. And I was also tasked to go into different platforms and kind of get an idea based off of those platforms.

Q Okay.

BY MR. STAUBITZ:

Q How about forming entities, what did you do to help form entities?

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A I sent an email to INC in Delaware and I had them -- gave them the information and they formed the entities.

Now, the entities were being formed for the data, you know, Grzan was licensing to start transactions, but they were never used for anything.

Q Anything else you did on the day-to-day basis?

A I mean, I was on calls with David Grzan multiple times. I would say we were on probably three or four different calls on daily basis with broker-dealer.

The goal behind the broker-dealers was to, you know, part of it was to see if they wanted to invest into the company, but part of it is was looking for the right broker-dealer to partner with.

Q Okay. Just so I'm clear, so one of the purposes of these calls that you had with David Grzan and with broker-dealers was to see if they were interested in becoming investors in?

A PreIPO Corp.

Q In PreIPO Corp?

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A Yes.

Q Okay. So --

A We were also -- can I, if I can?

Q Yes, go ahead.

A We were also working on building the network of broker-dealers so that the date our platform actually went live, you know, we can go out and -- that was our market broker-dealers having them come in, plug in the platform and utilizing the platform. Licensing the platform, utilizing it, so that they can put their supply in and start transacting within the platform.

Q How many broker-dealers do you think you and Mr. Grzan spoke to about investing in PreIPO?

A I would say Mr. Grzan's always end of the conversation was -- it was jokingly, but it could have been well meaningful was, you know, you want to invest in PreIPO.

Q Did any of them express interest?

A No.

Q Other than him sort of asking are you interested, were there any other -- did the conversation get more extensive with any of the broker-dealers?

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A The conversations with the broker-dealers mostly were about PreIPO Corp, the business that was being developed, the structure and letting them know, we were building a platform where you are going to be able to exchange private market securities eventually.

Q Anything else that you did in your day-to-day work for PreIPO?

A That took quite some time.

Q Okay.

A A lot of research that I was doing, in that sense.

Q So let's get back to these exhibits here. So Exhibit -- let's look at Exhibit 4 first again. It's attachment to Exhibit 3. Have you seen Exhibit 4 before?

A Yes.

Q What is Exhibit 4?

A This is the business plan that Mr. Grzan put together.

Q Has anybody else helped Mr. Grzan draft the business plan?

A No.

Q Obviously, it's a long document. Is

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there anything that sticks out to you in the business plan that sitting here today you believe is not accurate?

A This is -- there were several business plans that he put together.

Q I understand that it's a long document. I am just, you know, I am really just asking: Is there anything that you are aware that --

A This is the attachment for this, right?

Q Yes.

A So, was this, which is the...

Q Yes, both of those were attached to that.

A So this is basically what Mr. Grzan would always provide as the business plan and the DEC. That's what he would always send to any potential investor.

Q Without reviewing the business plan line by line, there is nothing that sticks out in your head as, you know, you found out, say, between when you this and today that, oh, such-and-such set in the business plan that wasn't the case or that needed to be corrected

or anything like that?
A Not really.
Q Okay.
A Not to the best of my knowledge here. I would have to go through this again because there were several that were done. But all these schematics, everything was being worked on with the attorneys, all these that counsel was directing them.
Q Which counsel was that?
A So the counsel that was -- we were working with to put up all the schematics that were being done in place was Winson & Strawn.
Q Any attorney in particular at Winston & Strawn?
A Michael Wu.
MR. KOONIN: Michael what?
THE WITNESS: Woo, W-O-O.
MR. KOONIN: W-O-O?
MR. WEINSTEIN: I think is W-U.
MR. KOONIN: W-U.
BY MR. STAUBITZ:
Q Did Mr. Mattera have any role in preparing Exhibit 4?
A Not that I am aware of.

Q Did he have a role in editing it or approving it?
A Not that I am aware of. I don't think he knew how to make a Word document.
Q Let's look at Exhibit 5. Have you seen Exhibit 5 before?
A Yes.
Q What is Exhibit 5?
A This is a DEC that was put together, which was to shorten up the business plan. It's an investor DEC talking about the company.
Q Was Exhibit 5 created in particular for the friends of Mr. Mattera that Mr. Grzan was contacting or was this a DEC that was used more generally for soliciting investors?
A That was used for more general purposes. Most of this DEC is what the website looked like.
Q If you could turn to its page 5 of Exhibit -- number page 5 of Exhibit 5, but it's with the Bates ending of 849. It says acquisition model. Do you see over in the right where it says sneak peak some of the deals investors have access to via PreIPO's platform for the month of May; do you see that?

A Yes.
Q Then there is a whole list of companies including Space X?
A Yes. So this is because --
Q I haven't actually asked a question yet.
A All right.
Q Although now it occurs me, go ahead and say what you were going to say.
A There was multiple of these DECs that were put in place because the platform was supposed to be ready to go live, but it was never ready to go live. So -- but I am sure if there's other DECs are found, you'll see how those dates were constantly being pushed out.
Q Do you believe that shares of Space X were available on PreIPO's platform at any time?
A No.
Q How about any of the other of these companies that are listed here, do you have a belief that any of those company shares were available for purchase through PreIPO?
A No.
Q You see Epic Games listed there?
A Yes.

Q Are you familiar with Epic Games?
A I've heard of Epic Games, yes.
Q How about Epic Games -- Epic Games had shares that were available for sale through PreIPO?
A No.
Q How do you know?
A Because the platform was never live.
Q Was Epic Games owned by someone who is affiliated with PreIPO?
A Not that I recall of that was owned, but I believe Rudy Mazzocchi had -- new people in Epic Games, he had connection with Epic Games.
Q You can put those aside. I am going to start handing you these while labeling them, so you can start reviewing them. I am going to hand you Exhibit 6, which has the same precursor for the Bates that ends in 3692, Bates stamped by your counsel and this is an email sent by Mr. Mattera on April 12, 2022.
If you want to start looking at that and then I'll hand you the attachments.
(Whereupon, Exhibit 6, Mattera Email was marked for identification.)

BY MR. STAUBITZ:
Q I am going to hand you what's been marked as Exhibit 7, which is Bates ending in 3696. It's headed tear sheet.
(Whereupon, Exhibit 7, Tear Sheet was marked for identification.)
(Whereupon, Exhibit 8, Business Plan was marked for identification.)
BY MR. STAUBITZ:
Q It's Exhibit 8, which is ending -- Bates ending in 3697 and it's entitled business plan.
(Whereupon, Exhibit 9, Friends and Family Round was marked for identification.)
BY MR. STAUBITZ:
Q Exhibit 9, with Bates number ending in 3708, is entitled Friends and Family Round.
(Whereupon, Exhibit 10, Warehouse Facility was marked for identification.)
BY MR. STAUBITZ:
Q Exhibit 10 ends in Bates 3713 and it's headed warehouse facility.
(Whereupon, Exhibit 11, Cap Table was marked for identification.)
BY MR. STAUBITZ:

Q Exhibit 11 is Bates 3718 and it's titled draft consolidated proforma cap table.
(Whereupon, Exhibit 12, Investor Presentation was marked for identification.)
BY MR. STAUBITZ:
Q Exhibit 12 has Bates ending 3720, and it's headed preIPO a distributed platform for private market securities investor presentation 2022.
(Whereupon, Exhibit 13, Memorandum was marked for identification.)
BY MR. STAUBITZ:
Q Finally, number 13 with Bates 3735 and it's a confidential private placement memorandum for PreIPO Corporation.
Take your time to let me know when you're ready.
A I'm ready.
Q So, let's look first at Exhibit 6, which is the email.
Have you seen Exhibit 6 before?
A Yes.
Q What is Exhibit 6?
A It's an email from Mattera responding to David Grzan letting him know, good job for

putting everything together.
Q Is it fair to say, that he is responding because David Grzan has sent him what is called an up-to-date due diligence package?
A Yes.
Q Why was David Grzan sending Mr. Mattera and others a due diligence package?
A He was sending the due diligence package -- he would send this on a continuous basis because he was constantly updating the due diligence package, so he wanted to make sure that, you know, Mattera, Mazzocchi and everybody saw his work is up-to-date work.
Q It looks like it was sent to -- in addition to Mr. Grzan, Mr. Mattera is also responding to Mr. Ranawat, Mr. Mazzocchi and to you; do you see that?
A He hit reply all, we were -- on that reply all, yes.
Q Why were you included in this conversation?
A He would include me in everything, as far as emails go, most everything. But they would include me, they would cc me on most of this stuff. I mean, if you noticed, it's the

same Shon Ranawat, Rudy Mazzocchi and myself, Mattera and David Grzan. David always wanted to make sure that we knew what -- we saw the work he was doing.
Q Let's look at Exhibit 7. Again, these are all attachments up through Exhibit 13, all attachments to Exhibit 7 -- or to Exhibit 6. So let's look at Exhibit 7, which is headed tear sheet. Have you seen Exhibit 7 before?
A Yes.
Q What is Exhibit 7?
A It's a tear sheet that he would put together basically capping or recapping to investors what the offering was. It's my understanding that's what a tear sheet was.
Q Was Exhibit 7 actually sent to investors, you believe?
A I believe so, yes.
Q Who drafted Exhibit 7?
A Mr. Grzan.
Q Did anybody help him?
A Not that I am aware of.
Q Did Mr. Mattera have any role with respect to the creation of Exhibit 7?
A Not that I am aware of.

Q How about did he have a role with respect to reviewing and approval of Exhibit 7?
A I don't think so. Not that I am aware of.
Q What makes you think that he didn't have a role as far as approval of Exhibit 7 goes?
A Because it was Mr. Grzan business plan that was being put together. Like I said, Mattera really is not -- I think it's much of a -- how do you say -- organizing individual, he makes himself -- he probably wouldn't even look at this and he would come back and say good to go. He just had to always give his thumbs up or make it seem like he was approving everything.
Q Do you think Mr. Mattera would have been upset if, say, Mr. Grzan had prepared Exhibit 7 and started sending out to investors without at least doing him the courtesy of sending it to Mr. Mattera first?
A Absolutely.
Q Did anything like that ever happen or were people pretty careful about always sending stuff to Mr. Mattera first before sending it out to investors?

A Mr. Grzan made sure everything went to Mr. Mattera first before sending it out to any investors or anybody in general.
Q Let's look at Exhibit 8. Have you seen Exhibit 8 before?
A Yes, this is one of many updated business plans.
Q Is it prepared by Mr. Grzan?
A Yes.
Q Has anybody else helped him?
A Not that I am aware of.
Q And the answers that you gave about Mr. Mattera and his role for Exhibit 7, would your answer be the same for Exhibit 8?
A Yes.
Q Now about for the rest of these? I mean, we can go through each one of them if you'd like, but would your answers with regard to the creation by Mr. Grzan be the same for the rest of these attachments?
A Yes.
Q How about your answers with regard to Mr. Mattera's role with the attachment through Exhibit 13?
A Yes, basically all the same, yes.

Q Mr. Grzan would have sent them to Mr. Mattera --
A Absolutely, yes.
Q -- before sending them out to investors?
A Yes.
Q Do you believe that Exhibit 8 was sent to investors?
A Yes.
Q How about Exhibit 9, do you think Exhibit 9 was sent to investors, this is the Friends and Family Round document?
A To the best of my knowledge, I believe, yes, it was sent.
Q Let's look at the first page of Exhibit 9. Do you see where it says use of funds in bold. It's about a little more than halfway down?
A Yes.
Q Next one it says -- if you want to follow along -- proceeds from the offering will be used to pay the costs to the offering for working capital including expansion of the management team, development of the operating platform and business-related costs and

expenses; do you see that?
A Yes.
Q Do you believe that's an accurate description of what the funds raised by PreIPO were used for?
A Yes.
Q Is there anything not included in that description that you think funds might have been used for?
A No. Not that I am aware of, but, no.
Q Do you have an understanding as to how much the offering cost?
A I'm sorry, what do you mean by how much the offering cost?
Q Well, so the part I just read, it says that proceeds from the offering would be used to pay the cost of the offering. Do you have a sense of roughly how much it cost to do the offering?
A Like putting documents together or?
Q I mean, I'm asking -- you know, and if you don't know, that's --
A I don't know.
Q -- that's fine.
A I don't know.

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Q But I was curious if you had an understanding of how much that would have been.
A I don't know.
Q How about when it says expansion of the management team, do you know what that refers to?
A Yes, bringing onboarding board members onboarding management team, onboarding sales teams, onboarding marketing teams, no. I am building a company, which is what we were trying to do.
Q How about development of the operating platform, what would that include?
A Building platform and maintenance -- it was a tech platform, so there was multiple developers that were having to stay onboard to keep the maintenance of the platform and the expansion of the platform running, up and running.
Q How about business-related costs and expenses, what is your understanding of what that included?
A Marketing, attorneys, lots of attorneys, you know, travel, anything that was business-related, anything that we had to do.

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Q How about retainers for deferred compensation, how did that fit into this list?
A That would be considered business-related costs and expenses and expansion of management team.
Q Okay.
A Working capital.
Q Okay.
A I mean, in my eyes, that's...
Q Okay. Exhibit 10 is the warehouse facility. Was Exhibit 10 sent to investors?
A I believe so, yes.
Q Who would have been responsible for sending documents like Exhibit 10 to investors?
A Mr. Grzan.
Q Anybody else?
A It's possible, it's possible that others that were trying to reach out to investors could have sent them out.
Q So, for instance, if, like, Alexa was in touch with her friends and family, she might have sent things like Exhibit 10 to them?
A Correct.
Q Did you ever send documents like Exhibit 10 to any investors or potential

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investors?
A I don't remember. I don't think so. It's possible. I don't remember.
Q How about did you ever send investors the business plan or the investor presentation or the PPM?
A No -- I mean, not that I am aware of. No, I've never communicated with investors.
Q Okay. If you go to Exhibit 11. Have you seen Exhibit 11 before?
A Yes.
Q What is Exhibit 11?
A The cap table.
Q Was this prepared by Mr. Grzan?
A Yes -- actually, this one was prepared by Mr. Mazzocchi.
Q How do you know?
A Because he put it together.
Q He was the one responsible for preparing the cap table?
A Yes. Mr. Mazzocchi was the first individual who put together the original cap table. Once Mr. Mazzocchi built out the original cap table, it was consistently being changed.

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Q It was --
A It's being updated. It was consistently being updated as investors came in, you know, as any contractors were no longer available, as any advisers were no longer around.
Q Was Exhibit 11 sent to investors?
A I believe so.
Q You see there are two charts here. In the top one --
A I'm sorry, I am not sure -- I don't think -- I don't think it might have been -- it might have been sent out maybe to one or two -- I don't recall.
Q Do you see in the top chart, the very last holder listed is Testudo Trust Limited?
A Yes.
Q Is that the trust you were referring to earlier that you believe is controlled by Mr. Mattera?
A Yes.
Q Did you have a role at Testudo Trust?
A At one point he wanted to assign myself and Mr. Grzan as the holders of Testudo Trust, yes.

Q Did you actually become one of the holders of Testudo Trust?
A I believe so. I believe I signed the document and then the document was signed back to Mr. Mattera.
Q Why did you agree to do that?
A I don't know. Because I was following Mr. Grzan. I believed everything he was doing. I figured if he was doing it, that we were doing something right.
Q The 8.5 million shares of common founder stock that are listed there?
A I'm sorry, I am sorry, that's Testudo on this -- there is so many of these guys that I do apologize for the confusing. That's Testudo. Testudo if I am not mistaken was Mazzocchi. Rudy Mazzocchi was the person who had it -- Mattera made Mazzocchi and myself sign off on that one. Then Mazzocchi passed away, it was transferred over to Grzan. That's to the best of my recollection the way it happened.
There is just so many of these documents that he made us sign that I just don't remember exactly how...
Q That's helpful. My next question was,

even though, you know, Mr. Mazzocchi and you, and then sounds like Mr. Grzan and you, were the listed holders of the Testudo Trust, is it your testimony that the 8.5 million shares listed here were, in fact, at all times owned by Mr. Mattera?
A Absolutely. He held what was called a nuclear document, I guess, that he would call it. which if -- my understanding how this document was, was if I got hit by a bus or Mazzocchi got hit by a bus, his shares went back to him.
Q Now, you're listed here as only 1.2 million shares, do you see that?
A Yes, this is an old cap table.
Q Did you own different amounts of shares at other times?
A Yes. So this is one of the initial cap tables. Maybe it wasn't passed around because this doesn't look 100 percent accurate. Again, there were so many of these that were done. Yes, there was -- when my agreement was signed, it was for 1.5 million shares is what he was offering me.
Q So, when did you actually receive the

1.2 or 1.5 million shares?
A I never received any shares.
Q So you never actually got the shares from the company?
A No, I mean, we used the company called Carta, which is a cap table management company. That's the company that the cap tables were uploaded into and they were basically sending out all the investors or owners or founders the certificate, the investor certificate. That's the only thing I ever received was that certificate. As soon as I resigned, they canceled my shares, so I never received anything.
Q Okay. Let's go to Exhibit 12. Have you seen Exhibit 12 before?
A That's one of many DECs.
Q And do you believe Exhibit 12 was sent to investors?
A Yes. So if it helps us, I mean, these attachments, all these attachments Mr. Grzan would put them in one email and send them off.
Q To investors?
A Potential investors, yes.
Q Okay.

A Which I believe mostly were friends and family, you know, the initial side because this is all March, this is the beginning. So this is -- those investors were his friends, family, people who he worked with in the past that were what he said, it was accredited investors.
Q Okay. At some point --
A This, actually this, I don't know if this was sent. This was an old one.
BY MR. KOONIN:
Q How can you tell there is an old one and a new one?
MR. STAUBITZ: Yes, that was my next question.
THE WITNESS: Just by the look, by aesthetics.
BY MR. STAUBITZ:
Q There is a reference to -- if you turn to --
A The aesthetics is on all of these.
Q If you turn to the page with the Bates ending in 3728, it refers to the Comet Network?
A Yes.
Q What was the Comet Network?

A So, this -- okay, this DEC was put together in that break that we actually had, there was an individual that was brought onboard by the name of -- it will come back to me, but I don't remember his name -- this is the guy who basically Mattera had brought onboard to kind of start rebuilding the company because in that gap, in those three months, there was many people, many conversations that were had with different individuals to try to, you know, what's the next step, what are we going to do now. That, didn't work, let's go build a new company, what company is going to be built.

So this individual is the one that put this together and -- he was overseas, he came in one time and Mattera didn't like him and Mattera just -- is Mattera's -- immediately brings people onboard, he uses them and then dumps them.

Q Sounds like your testimony is you're not sure that 12 was actually used to send to investors?

A No, I'm not.

Q How about Exhibit 13, let's look at Exhibit 13.

A Yes, this is the PPM.

Q Have you seen Exhibit 13 before?

A Yes.

Q What is Exhibit 13?

A This is the PPM offering that was put together by Grzan and Mazzocchi.

Q Same answer as far as Mr. Mattera's role?

A Yes.

Q That he would have been sent it, but he didn't have a role in drafting it?

A Correct.

Q If you turn to page -- let's turn to the page ending in 3748, which is headed Exhibit A PreIPO Corporation Subscription Agreement.

What is Exhibit A to Exhibit 13?

A This is subscription agreement. It is the offering that was being made to invest in PreIPO Corp, the company.

Q Did PreIPO have all the investors filling those out before they were allowed to invest?

A Yes.

Q As part of this they asked investors whether they qualified as accredited investors;

is that fair?

A Yes.

Q What did PreIPO do to confirm whether or not the person was actually accredited?

A So there is a question here in the back that the investors had to fill out. There is also a -- Alexa Majdawali was tasked with putting together what was called a KYC that was going to be used through stripe to resend out to all the messages, to just double-verify to make sure they are all accredited investors, but the question here is, that's in the back, is my understanding is how they confirmed the accredited investors in addition to the questions that were being asked by Mr. Grzan.

Q Now, when you mentioned the KYC program through stripe that Alexa was tasked with, just so I am clear, do you think she actually was using some sort of KYC program to verify they were accredited or she was planning to?

A Planning to.

Q So other than receiving the form back, it was filled out. Is there anything else that you are aware of that PreIPO did to

affirmatively confirm that the information that was being sent back was accurate?

A Not that I am aware of.

Q Sitting here today, and again, you can go through it as much as you want, but my question is: Sitting here today, is there anything that you are aware of, say, that you come to be aware that was in the PPM that you now know it was not accurate?

A No, not that's listed on there, no. Again, I was going based off of the knowledge of upper management that was based off of counsel that they were working with in helping this.

(Whereupon, Exhibit 14, Placement Memorandum was marked for identification.)

BY MR. STAUBITZ:

Q Next one I am going to show you is I think we are up to Exhibit 14.

I am going to show you what's been marked as Exhibit 14. Which has Bates ending in 1999 and is another PreIPO private placement memorandum issued to Donald V.Alecci, A-L-E-C-C-I.

Take a look at Exhibit 14 and let me know when you're ready.

A Ready.
Q Have you seen Exhibit 14 before?
A Yes.
Q What is Exhibit 14?
A The PPM that was sent to the investors.
Q Was each investor sent their own individual PPM with their name on it?
A Yes.
Q Whose responsibility was it to do that?
A I was told who to send it to. I was given a name and email address by Mr. Grzan.
Q And then would you be the one to email the -- say, for instance, for Mr. -- I don't know if it's Alecci or Alecci -- but would you -- do you think you are the one to mail to Mr. --
A I used DocuSign. So yes, the answer is I put it in, I sent it over.
Q When it says memorandum number and there is a 1057 in the upper right-hand corner of the first page; do you see that?
A Yes, that was just a tracking number.
Q How were the tracking numbers

determined?
A Well, they started -- they had me start at 10 to 1000 and one by one just continue on to send them off. That doesn't mean that that's how many were done, but that's just for tracking purposes.
Q As of the time this one was sent out, it's likely there had been at least 56 others that had been sent out; is that fair?
A Yes.
Q Even if they didn't all invest?
A Correct.
Q You could turn to the page ending in Bates 2024.
A Yes.
Q What is the page ending in 2024?
A When the PPM was sent out and filled out. Upon completion of them submitting their investment or their wire in the company, when I received confirmation that the wire was received, I would sign off on a PPM that. This is just an acceptance letter that I signed off on letting them know, yes, we received your funds.
Q When you sent potential investors

documents like these, PPM, did they ever reach back out to you to try to ask questions about the investment or questions about the documents?
A Not to me directly, no.
Q Who would they reach out to?
A David Grzan or Brian Cohen or one of those individuals.
(Whereupon, Exhibit 15, Mattera Email was marked for identification.)
BY MR. STAUBITZ:
Q You can put Exhibit 14 aside.
I'm now handing you Exhibit 15, which is Bates from your counsel ending in 4473 and it's an email from Mr. Mattera dated June 29, 2022.
(Whereupon, Exhibit 16, Attachment to Email was marked for identification.)
BY MR. STAUBITZ:
Q And Exhibit 16 is the attachment to it, which is Bates stamp 4476. Take a look at those two exhibits and let me know when you're ready.
A Yes.
Q Have you seen Exhibit 15 and its attachment 16 before?

A Yes.
Q What is Exhibit 15?
A So, this is a payment authorization that was done every time any payment was made toward any, you know, disbursements that were done for the retainers or the retainer, you know, the commission -- retainer that was paid for, quote, unquote, sales individual, and then the other exhibit looks like one other time Mr. Mattera had asked for an update on the investments.
Q If you look at the email from PreIPO accounting on June 29, 2022 -- well, first of all, who uses that email address -- I'm sorry, let me take that back. At this time, June 29, 2022, who is using that email address?
A That was the financial manager that we had.
Q Is that your wife?
A Yes.
Q She says, Dear John and Mike, do you each authorize the below disbursement highlighted in yellow.
Do you see that?
A Yes.

Q Why was she asking you and Mr. Mattera to authorize the below disbursement?
A So part of the internal controls that she had in place was having two authorizations for payments that were done, any payments that were done. That was upon the request of Mattera. So before she ever made any type of payments for wires, the authorizations had to be done.
Q Mr. Mattera requested that you be added as a second authorization for disbursements like this?
A Yes.
Q Why do you think he picked you?
A I don't know. At this point I believe this is June 29 -- it was done from the beginning. I actually -- I opened the bank accounts. They had me or he had me open up the bank accounts, so my assumption was that's why he had me be the second authorizer, but other than that, I don't have an answer, but I was glad this was done because this was done properly.
Q Do you see in the subject, it says payment authorization disbursement of $63,960

for 1054C subscription?
A Yes.
Q What does that mean?
A That's the investment that was received.
Q So 1054C is like that number we just saw on the PPM?
A Right, right.
Q So this is money received from a particular person. This is showing how those funds are going to be disbursed?
A Correct.
Q Then there is a chart at the bottom, it says allocations; do you see that?
A Yes.
Q There are various line items some with the word retainer after them?
A Yes.
Q And percentages?
A Yes.
Q Are those the deferred -- the retainers for the deferred compensation that you testified about earlier?
A Yes.
Q How about, it says Brian Cohen

retainer 5 percent. What does he have a retainer for a 5 percent for?
A So the way -- and I have to look at how his agreement was written, was that was the 5 percent that he was receiving for the role that he played in, you know, in the investor.
Q So is this deferred compensation or is it a commission for bringing in an investor?
MR. WEINSTEIN: If you know the answers.
THE WITNESS: Yeah, I don't know the answer, but Brian Cohen was not on deferred compensation.
BY MR. STAUBITZ:
Q He is someone that you believe received transaction-based compensation, you know, if he brought someone in, you believe he would receive some percentage as his --
A Yes.
Q -- his commission?
In looking at Exhibit 16, the attachment, you know, it looks -- there is a top chart, it says allocations; do you see that?
A Yes.
Q If you look, if you compare that to

the face of the email this appears to be the same chart; is that fair?
A No -- wait, the allocations?
Q Yes.
A Yes.
Q Then below there is one that says balance due on investment; do you see that?
A Yes.
Q What is the balance due on investment chart?
A So that's the actual raise was for 8.75 million. That's -- you see 7.300 is what's left on the raise.
Q But for example --
A No, no, my apologies.
Q Okay.
A No, I believe this is a retainer.
Q Okay.
A This is the total amount that was on the retainers.
Q Total amount, you think total amount paid out or total amount due?
A Total amount due.
Q Okay.
A That is due.

Q Then next to that there is balance and percentage and then there is advances?
A Yes, so --
Q What is that?
A The advances were -- that's not really advances. I mean, I don't think this is accurate. My understanding is looking at this -- I don't recall this now, but this would be an advance toward the retainer.
Q For instance here, next to Loland Markus (phonetic) it shows an advance of $40,000?
A Yes.
Q Do you remember receiving an advance on your retainer for deferred compensation whether it was $40,000 or not, did you receive advances from time to time?
A Not much, but I received an advance and we had invoices that we had submitted, but, yeah, I mean, for the most part I believe that's what that was, it was the advance.
Q What would that mean for -- well, is it just an advance because like, in other words, you were receiving 4.8 percent out of, you know, if an investor comes in for deferred

compensation for the retainer, but is this like there were, you know, if Mr. Mattera wants an advance against, does he -- he was getting, say, more than 14.3 percent out of some investor funds or like where else would that come from?
A No, it was coming off of the money that the agreement that he had in place was -- I think the 14.3 was the total. I wish I had the agreement in front of me, the retainer in front of me, but I believe the 14.3 was his total number and he was getting the advance on that, same thing -- that is just invoices, it wasn't advance.
Q Right, but let's say, for instance, so in this case, Boss Global received $8,680.29 out of investor 1054C; do you see that?
A Yes.
Q So these advances mean that, for example, maybe he needed a little bit of extra cash, so maybe for a different investor, he would have received additional money?
A No, it would have been less.
Q Why less?
A Because it was going toward the total amount that was contracted on his retainer.

Q Okay. I think I understand. You can put these aside.
(Whereupon, Exhibit 17, PreIPO Accounting was marked for identification.
BY MR. STAUBITZ:
Q I'm handing you what's been marked as Exhibit 17, which is Bates stamped 4795, and it's an email from PreIPO accounting dated September 14, 2022.
Let me know when you're ready.
A I'm ready.
Q Have you seen Exhibit 17 before?
A Yes.
Q What is Exhibit 17?
A This is one of the disbursement authorizations and on this one specifically was when John was making it known again that he needs to sign off on all of the authorizations that go out.
At this point just got to be something before what is -- that's where Mr. Grzan was added on as an approver. So the internal controls that were in place was always two out of three had to be signed off, so Mr. Grzan had approved it as well.

John was definitely upset that he didn't have a say in the approval, so he wanted to make sure that, you know, he had the first authorization over anybody.
Q Yes, to clarify it, I mean, what it looks like it says here, and I just want to clarify, is the case that -- is that -- you say as long as two of the three JD, Dave or myself approve, you are good to go.
And then the accounting comes back and says John must approve and then there has to be a second authorization that's either Michael or you?
A Or Dave.
Q Or Mr. Grzan?
A Mr. Grzan.
Q Is that your understanding of what then happened going forward?
A Yes.
Q This is another example of approvals of disbursements from an investor sending in money, right?
A Correct. This is all part of the retainer.
Q Is your understanding that Mr. Mattera

approved all disbursements out of investors' funds generally?
A Yes.
(Whereupon, Exhibit 18, Mattera Email was marked for identification.)
BY MR. STAUBITZ:
Q I'm handing you what's been marked as Exhibit 18. It's Bates stamp ending in 343. It's an email from Mr. Mattera dated March 18, 2022.
A Thank you. Henry James, that's the name I was looking for.
Q So, who is Henry James?
A So Henry James was the individual in at that time that we had, that Mr. Mattera had reached out to as far as you know, onboarding as the CEO. Henry James had communicated with Mattera and Rudy Mazzocchi several times and then they flew Mr. Henry James in. Henry James is the one that put together that actual -- the DEC. This is the reimbursement for Henry James' travel expenses.
Q Did --
A Eddie Nelson is an attorney.
Q Did Mr. Mattera have to authorize any

expenses for officers or employees of PreIPO?
A Yes.
Q This signature, he signs it John Andrew; do you see that?
A He had several signatures.
Q Do you have an understanding why he left his last name off?
A No.
Q Was it to try to --
A I believe the way -- and he is a very disorganized individual. He had several signatures depending on where he was responding from. So it could have been his phone, it could have been his iPad, his computer. So that's why if you notice in several of these emails he always has different signatures, but my answer is I don't know why he would leave that out.
Q Do you think it was so that it would be harder for people to find out about his --
A It's possible.
Q -- criminal?
A It's possible.
Q -- and disciplinary history?
A It's possible. Now that I am here,

yes. Not that I would think about that back then.
(Whereupon, Exhibit 19, Accounting History was marked for identification.)
BY MR. STAUBITZ:
Q I'm handing you what's been marked as Exhibit 19, which is Bates stamp 529 and is an email from PreIPO accounting dated May 4th, 2022. Let me know when you're ready?
A Yes, I'm ready.
Q Have you seen Exhibit 19 before?
A Yes.
Q What is Exhibit 19?
A So, this is a company that -- a marketing company that was being used that PreIPO had contracted with. Basically, what they were supposed to be doing was reaching out to different -- the role for the marketing company was to market the platform in itself.
And marketing the platform in itself, meaning, getting a wait list ready so that when the platform is ready to go live, you know, people would start signing up to use the platform. This was a company that was contracted by Mr. Shon Ranawat.

Q Did Mr. Mattera have to authorize all payments to outside vendors and companies with which PreIPO had contracts with?
A Yes. If it helps to save time, Mr. Mattera had to authorize every payment that was ever made.
Q I'm just going to show you one more of these.
We are about to take a break. I just want to get through -- I just want to get through this stack here.
(Whereupon, Exhibit 20, Email was marked for identification.)
BY MR. STAUBITZ:
Q I am handing you what's been marked as Exhibit 20, which is Bates stamp ending in 772. It's an email from you dated June 15, 2022. Let me know when you're ready.
A I'm ready.
Q Have you seen Exhibit 20 before?
A Yes.
Q What is Exhibit 20?
A So this is a payment authorization that was made for the installment of New Venture Associates. New Venture Associates was the

company who Mr. Mattera had originally received a loan for $425,000.

So Mr. Mattera and Mr. Mazzocchi were both the personal guarantees or guarantors that signed off on that loan.

So when we started building the company out, they still had debts to repay back. So part of the way they were going to pay the debt back to my understanding, was that they were selling parts -- a part of the trademarks I think it was or the URL -- I don't recall exactly. There is a document, I believe, that outlines that. And this is just one of the payments that were being made to Rene Eichenberger, which is the New Ventures Associates for that loan.

Q Did Mr. Mattera have to authorize generally any payments on loans that were made by PreIPO?

A Just on this one. Well, that was the only -- yes.

Q This was the only loan that they ever got?

A Yes.

Q Did Mr. Mattera have to approve all

payments to New Ventures that were repayments on the loan that PreIPO had received?

A Yes.

Q Let's go off the record. It's 3:20 p.m.

(Recess was taken from 3:20 p.m. to 3:40 p.m.)

MR. STAUBITZ: Back on the record. It is 3:40 p.m.

(Whereupon, Exhibit 21, Mattera Email was marked for identification.)

BY MR. STAUBITZ:

Q Just a few more documents I am going to go through with you. I am handing you what's been marked as Exhibit 21, which has the Bates number that ends in 1000. That's an email from Mr. Mattera on July 5, 2022?

A Yes.

Q Have you seen Exhibit 21 before?

A Yes.

Q What is Exhibit 21?

A This one is titled payment authorization $10,000 retainer advance --

Q Yes, sorry, I had the wrong one in front of me.

Is this an example of

confirmation of disbursement of retainer advances?

A Yes.

Q For Mr. Mattera and for yourself?

A Yes.

Q So is it the case that Mr. Mattera would approve his own retainer advances?

A Yes.

(Whereupon, Exhibit 22, Letter was marked for identification.)

BY MR. STAUBITZ:

Q You can put that aside. And I'm handing you what's been marked as Exhibit 22, which is the Bates ending in 326. It is letter dated March 16, 2022?

A Yes.

Q Have you seen Exhibit 22 before?

A Yes.

Q What is Exhibit 22?

A This is an acceptance letter that was put together for me to send out to any investor just confirming that we received their investment and what their investment was going for.

Q And who put together letters like

Exhibit 22?

A Mr. Grzan put the original template together and then this is a letter that I was putting together via DocuSign to send it out.

Q Did you send the letter like this to each person who invested in PreIPO?

A Yes.

Q Okay. You can put Exhibit 22 aside. I am handing you what's been marked as Exhibit 23.

(Whereupon, Exhibit 23, Grzan Email was marked for identification.)

BY MR. STAUBITZ:

Q Which is a Bates stamp 9149 and it's an email from Mr. Grzan dated November 3, 2022?

A Yes.

Q Have you seen Exhibit 23 before?

A Yes.

Q What is Exhibit 23?

A This is towards the end of while David was working with Signature Bank and trying to put together some accounts as he started building up the warehouse facility.

Q When you say warehouse facility, what do you mean by that?

A The warehouse was -- my understanding on the warehouses is for -- once he was registered, once -- at this point I believe, he was -- no, he was not registered, he was not yet registered, but he was -- the agreement was already in place with Umergence with the broker-dealer, I believe so by this date. We were in the process of putting -- again the structure all together.

As for example, this warehouse my understanding is where the purchasers of the, you know, private securities were going to be purchased and kept.

Q So is this email concerning one particular private stock that was set to be purchased to be added to the warehouse called BYJU's?

A Yes.

Q Do you see in the second full paragraph where it says PreIPO has committed to purchasing a $200 million block of BYJU's that's a $15 million valuation from Aakash Capital; do you see that?

A Yes.

Q Is that true?

A There was a letter of intent to my understanding that Mr. Grzan had put together, but nothing as far as purchased, nothing as far as transacted. It was just a letter of intent and they would communicate daily with Aakash Capital.

Q What is Aakash Capital?

A It's a broker-dealer, I believe. I believe Aakash Capital is a broker-dealer.

Q And the idea is that Aakash Capital had a block of BYJU's stock they were going to be selling to PreIPO to add to their warehouse?

A That's what they were working on. I was not part of these conversations. He had me on these emails, but this is stuff that I don't understand, so to be honest with you, that's what Mr. Grzan was working on with Mr. Mattera and Aakash Capital.

Q Okay, that was my next question, which is, you know: In addition to Mr. Grzan, who else was working on this deal with BYJU's?

A Mattera.

Q Do you have an understanding as to what the division of labor was between Mr. Grzan and Mr. Mattera; like, who was doing what in

relation to acquiring this BYJU'sstock?

A Mattera was doing the negotiations and Grzan was putting together all the paperwork and the structure. Grzan put together the structure or was working on putting all that together. Nothing ever happened.

Q So as far as you know, PreIPO never purchased any BYJU's stock?

A No, never purchased any stock.

Q Do you know if any particular reasons why PreIPO didn't wind up purchasing any BYJU's stock?

A There was never any capital raised or any funds to purchase stock.

(Whereupon, Exhibit 24, Ranawat Email was marked for identification.)

BY MR. STAUBITZ:

Q This has been marked as Exhibit 24, which is Bates stamp ending in 1241, and it's an email from Shon Ranawat dated August 13, 2022?

A Yes.

Q Have you seen Exhibit 24 before?

A Yes.

Q What is Exhibit 24?

A This is just when Mr. Ranawat was

trying to compile together -- no, we were building like -- to find out what are going to be the targets, which are going to be the companies -- to start having the conversations within negotiations with -- in order to go out and buy stock at a discounted rate, discounted price.

So this list from what I recall is a list that Mr. Ranawat had sent over to Mattera asking him to pick 10 or 20 companies from that list.

Q Then in the second paragraph of Mr. Ranawat's email he says: While this is happening -- while that is happening by you being the tech and newly hired analyst, JD, I need you to get the information for the issuers and contact them each individually and start working on a program to get us access to the stock.

Do you see that?

A Yes.

Q What was your understanding of what Mr. Ranawat was saying there?

A Well, JD would always -- JD -- Mattera would always say that his role, once everything

was up and running, was to contact all the issuers. His role was going to be to negotiate purchasing to make block stock at a discounted rate.

So here, what he was letting him know is, you know, you need to get to work because it's basically what Mattera would preach on the daily basis that he was going to do, but he never did.

Q Was there anyone --

A To my understanding.

Q Else --

A Sorry.

Q Was there anyone else within PreIPO, other than Mr. Mattera, who was tasked with getting access to private shares?

A No. So this individual -- Danny -- his last name is K-I-E-R-C-H. He was an individual that was brought on by Shon, which had a lot of experience in the background as well, too. And he was supposed to be working with Mattera to identify the companies, basically like an analyst, to identify the companies, find out the trainings, find out, you know, which companies are worth it to go out

with.

But from my understanding, you know, and other communications I heard, they never can get ahold of Daniel. He was just -- he never really.

Q It sounds like his job was to identify the company?

A To identify them.

Q Not to get actual access to their stock?

A Correct.

Q That was solely Mr. Mattera's job?

A That was Mattera's job.

Q Okay, you can put that aside.

(Whereupon, Exhibit 25, Grzan Email was marked for identification.)

BY MR. STAUBITZ:

Q Finally, Exhibit 25, which is Bates stamped 514, and it's an email from David Grzan dated April 28, 2022.

Let me know when you are ready.

A I am ready.

Q Have you seen Exhibit 25 before?

A Yes.

Q What is Exhibit 25?

A Exhibit 25 is Mr. Grzan reaching out to Chris McGinnis. Chris McGinnis was -- he was an investor. Mr. McGinnis was -- he is one of the investors in the company. He was brought in by Shon Ranawat.

Mr. McGinnis lived in a building right around the corner from here and he was trying to make and introduction to Steve Wassermann and Alan Schwartz. They were trying to onboard Wassermann and Schwartz as advisers into the company.

Q Okay. But in this exhibit, they are discussing in particular quotes for a press release, right?

A Yes.

Q When press releases were put out, is that something that Mr. Mattera had to approve?

A Yes.

Q Was there anyone else who had to approve press releases inside PreIPO?

A When Mr. Mazzocchi was alive, Mr. Mazzocchi was the person to draft the press releases and Mattera would approve the press releases. When Mr. Mazzocchi passed away, Mr. Grzan was drafting some of the press releases

and Mattera had to approve them and until I was there, I believe -- right before I left, Mr. Majdawali was drafting the -- Majdawali Alexa was drafting the press releases and Mattera had to approve them.

Q Now, if you look on the second page of Exhibit 25, about a little more than halfway down, there is an email from you. It says -- you're responding to a quote from the CEO that was sent to the group by David Grzan and you say, awesome, thanks, Dave, can you send me one for Schwartz Wassermann as well. I might make the quotes from me to keep our CEO under the radar for now?

A Yeah. So that was from -- they were asking to do that for Shon Ranawat because Shon Ranawat was getting married at this time, so they said -- this is April, he was getting married, so they asked me just to keep the quotes under my name. It was really nothing.

Q Was there any reason to keep Mr. Ranawat under the radar for now?

A No, not that I am aware of. There is press releases out there with Mr. Ranawat.

Q Okay.

A He was very well known. He was introduced as CEO. It was nothing.
Q Is your wife still employed at PreIPO?
A No.
Q When did she leave?
A She resigned -- don't hold me to the fire, but she resigned, I believe it was -- I think she resigned in September.
Q Before you did?
A Correct. She resigned way before I did, yes.
Q Why did she resign?
A She just -- I mean, it got to a point -- when she originally was brought onboard just to help us out, so as we started to grow, they kept talking about bringing in a CFO. That's when Mattera was in communications with Legori to be onboard as the CFO. He told her he was going to be onboarded as the CFO and she resigned at that point.
Q Do you know who took over the accounting duties from her?
A So she resigned, and then we had hired a bookkeeper. Her name was Karen, but Karen lasted a week, so they asked my wife to come

back in the interim while Mr. Legori was being onboarded.
Mr. Legori wasn't onboarded until I resigned and I left, but there was another individual that came onboard by the name of Raz Razu. He is I believe on the website as well too. When Mr. Razu came onboard then they went and terminated my wife, but she already had resigned.
Q Where did or does PreIPO have bank accounts?
A Bank accounts with Bank of America Chase, Signature Bank, and I believe CitiBank.
Q How about First Republic, any accounts there?
A I believe Exchange had an account with First Republic, not PreIPO.
Q What did they use the CitiBank accounts for?
A CitiBank it was -- it was designated for -- it was going to be designated for SAAS, but there was really nothing, no movement coming out of the CitiBank.
Bank of America and Chase were the two main accounts. Bank of America was --

Chase was the first -- Chase was the first account that I opened up, and then he was having so many problems with the Chase, so I moved over to Bank of America.
Q Are you familiar with something called TABS, T-A-B-S?
A Yes.
Q What is TABS?
A So TABS is a software program that they had gotten a contract with to acquire. There was a letter of intent for acquisition, but the acquisition was never made. TABS is a diligence as a service software.
Q The acquisition never actually happened?
A No.
Q Do you know whether PreIPO required any other diligence of the service software?
A No, not that I am aware of?
Q How come the acquisition of TABS didn't work out?
A Because like everything else when it got to a point, in my eyes, Mattera just wanted to pivot and go out. The way I see the reason why that acquisition never happened was because

we didn't have --
When we started doing diligence on TABS, we started finding out that TABS, you know, they didn't have the revenues that they were telling us that they had. All the reasons why they have put the contract together, the initial contract was with Mr. Mazzocchi and then the secondary contract was Mr. Grzan put it together.
But all the reasons that they had when we started doing diligence in TABS is why they decided not to do the acquisition, but the acquisition was supposed to be in process for months actually.
Q So, is it fair to say that the TABS, it wasn't the product that was advertised when you guys entered into the agreement?
A It wasn't the product that they wanted towards the end, that Grzan wanted and Mattera wanted towards the end.
Q Did PreIPO pay money to TABS as part of the acquisition?
A Yes, they were paying monthly installments because TABS was building our -- TABS was owned by the company that was building

the platform, so there was, I believe, an initial deposit that was made for the acquisition that was due upon, but TABS was part of the company that was actually building the platform and the development team that was building out the platform as well, too.

Q Was that completed, building the platform?

A The platform was completed, yes, yes.

Q So, that was completed?

A It was completed while I was there. It never went live. We never had anything in it, we never went live. Once -- upon it was completed, it just started to sit there. Again, this is -- it took about 120 days if I believe to complete it, maybe more than that, and when I left, they were still doing some enhancements and doing some more stuff to it. More diligence that was going on with all the attorneys in order to make sure that was compliant with FINRA and the SEC, but it never went live. There was a mobility app that was being done as well, too, so that was all part of it. TABS was built inside of the actual platform.

Q Just so I understand, so even -- so

even though -- so TABS was making a couple different things, one of which it was developing the platform, which was finished, and the other thing is that PreIPO was supposed to acquire TABS diligence as a service software, which did not?

A Correct, the deal fell through. From my understanding the deal fell through. They just did not -- they decided it was a product they didn't want, and wanted to go in a different direction.

Q Was that before or after they had been -- PreIPO had paid TABS for the software?

A They never fully paid for the software, they never fully paid for the acquisition.

Q Did they pay some of it, though?

A I believe there was a deposit that was actually made for the acquisition, but they never fully paid for the acquisition, no.

Q Do you know if they got any of that deposit back?

A I don't have that answer, no.

Q Are you familiar with something called the Aeon Group, A-E-O-N?

A Yes.

Q What is the Aeon Group?

A So Aeon Group is -- they had originally developed an actual trading platform and there was another partnership agreement that was being put into place. That was between Rudy Mazzocchi put that one in place with Mattera with the Aeon Group.

And again part of the Mattera always pivoting, the relationship was -- went very well with Aeon. Personally, I liked Aeon. They were very compliant. It seems like they had everything up-to-date, everything was good to go, and when it was time to make, you know, complete the actual acquisition and go to the next step, it was Mattera -- pivot again, just pivoting and go to a different direction. That's when he wanted to hire somebody internally to build the actual platform.

If you kind of see the pattern here. He wants to pivot and then he starts doing something for three months again. And then when we get to that point where, you know, we are at the finish yard line, pivot again. That's where I got to just this accumulation of

stuff, where it's like...

Q How about Camm Ventures, C-A-M-M?

A Camm Ventures. Camm ventures. I believe that's Chris McGinnis. That's on the emails.

Q Okay.

A Is it from a cap table, can you remind me where you see that?

Q Were they potentially hired to do PR or other social media marketing?

A Yes. So that's Chris McGinnis. That's on the cap table. That's Shon Ranawat's friend that he had contracted with to start generating to hype up the market, in order to start bringing in people to the waiting list, so that when the platform was ready to go live they can start onboarding potential accredited investors in the platform.

Q I heard of something called PreIPO Fund One, LLC?

A Yes. Never was used. Just an entity that was filled that was put together, was supposed to be one of the funds when they got to the point that they wanted to start acquiring stock.

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Q How about PreIPO Spice Securities, LP?
A That was done after I left. That's, I believe, Rene Eichenberger's company.
Q That was after you left?
A Yes.
Q How about Sparta Management One, LLC?
A Yes, Sparta Management was, again, another SPB -- these are SPBs that were put together for when the platform was going live for any transaction. Nothing was ever done.
Q What were the SPBs supposed to do, what was their role within the PreIPO universe?
A They were -- my understanding was they can hold up to 99 investors, so the SPBs were for the transactions of any of the stock that was being bought.
Q Okay. Can you explain a little more as to what the SPBs were for?
A Again, this is my understanding of how it was supposed to be structured. Was SPBs were for stocks that were being purchased and when you purchase stock, you can only -- the way I understand it is you can only have X-amount of investors buying the stock in one SPB and then you have to have another SPB. So that's why

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they formed -- Sparta 1 through 11.
All this was prep. It was preparation for when the platform was live, for when, you know, the company was going to be able to start transacting for when everything was buttoned down. Nothing was ever done. No stock was ever purchased under -- while I was there, no stock was ever purchased under any of these funds, under any of these SPBs. I mean, they were just -- everything was just sitting there, everything was just being put together.
Q So, Sparta Management and PreIPO Fund, what were these supposed to be like?
A That was supposed to be a joint SPB with Aeon. When the partnership -- Aeon was going to basically provide us the platform and it was going to be named PreIPO.com and then be licensed out to broker-dealers, so that broker-dealers can go in and utilize the platform.
Q Okay. Was the idea with these entities that -- was the idea that, you know, investors on one hand they could go on the platform and buy PreIPO shares or separately from the platform, they could invest as an

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investor in one of these SPBs that it's self-held PreIPO shares, and so they would, you know, like you would invest in a mutual fund or a hedge fund or something like that?
A No, my understanding is that everything was going to the platform.
Q Again, then like what were the SPBs doing?
A See, I wish I could -- I don't have the answer for that. I didn't put the plan together. I don't -- this is my part of lack of understanding in this industry.
Q Okay.
A There companies were, I mean, you know, if Mattera would wake up in the morning and say go open up Sparta One through ten, go open up ten entities, have them ready for when we are able to start transacting. We are ready, we are good to go. That's basically what ended up happening with -- for the most of all these companies. That PreIPO Securities that you brought up, that's the entity that was the partnership with Umergence.
Q Were these all up in Delaware?
A Yes. PreIPO was a Wyoming Corp and

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the rest of them I believe are all Delaware.
MR. STAUBITZ: Okay.
BY MR. KOONIN:
Q I know you spoke about it. Tell us a little bit more about Umergence?
A Umergence is a broker-dealer.
Q But they were part of the placement agreement, right?
A Correct. So the way I understand it works with Umergence is when Grzan got his license he was going to be a registered investment adviser working under Umergence because as PreIPO is not a registered licensed broker, they cannot accept or they cannot sell private securities. So it all had to go -- flow through the partnership of Umergence.
BY MR. STAUBITZ:
Q So Grzan would be marketing the private securities -- I'm sorry, private securities or marketing PreIPO's securities?
A Both.
Q As registered with Umergence?
A With Umergence.
Q Was there any other -- other than Grzan being affiliated with Umergence, was there

any other relationship between Umergence and PreIPO?
A No, not that I am aware of. I know when I left, they were trying to hire more of these IRAs or anybody who had worked in the past and have them go through the testing, through Umergence, in order to become an IRA registered to transact.
Q Are you familiar with a company called Boss Global Advisor Group?
A Yes.
Q What is Boss Global Advisor Group?
A That's Mattera's company.
Q Was it just him?
A Yes.
Q I think you mentioned before Hugo Nunez or Nunez?
A Yes.
Q Did he have any role at PreIPO?
A He had a role in PreIPO Exchange. I forgot what his title was. This is again 2021, when I wasn't really doing much, but they wanted him to go out and get -- look for the insurances, look for any type of different insurance company we would need, but Hugo Nunez

really never did much with the company itself.
Hugo Nunez was the individual that, I guess, you can call it babysitter, when Mattera first came out, so that he worked at the State Farm -- so Hugo Nunez gave him a job, so Hugo Nunez is State Farm -- is the State Farm agent.
Q Did Hugo Nunez -- do you know if he did any work for Boss Global?
A No, not that I am aware of personally.
Q So, for example, to the extent that the bank account records of PreIPO show payments to Boss Global, do you have an understanding that all of that money would be for Mattera?
A Yes.
Q Not for Nunez for any work that he might have done?
A Not that I am aware of.
Q Alina Mattera -- is that John Mattera's wife?
A Yes.
Q And you talked about it a little bit, but did she do work at PreIPO? I know you said she was around towards the end of when you were there.

A Yes. So --
Q Like, what was she doing?
A When she first got there she was just walking around giving bad vibes. I mean, it was just terrible.
It was really bad. It was bad between the two of them. When he got married to her is when I feel that his personality changed. So he went from being, quote, unquote, a humble individual that he was walking around presenting himself as, to just, you know, he is the man.
So Alina would walk around, this is my husband's company, this is my husband's company, like -- she had -- she was like on a pedestal.
So as far as like her role in the company, she was ordering stuff on Amazon for the office, you know, replenishing anything that needed to be done.
I know she was at one point working on all his credit card statements and stuff like that, but to the extent -- that's his personal stuff. As far as a role in PreIPO Corp while I was there, she really didn't have a role at PreIPO Corp.

Q Okay.
A Other than walking around with her.
Q Were you ever aware of having a title, in particular being a director?
A No.
Q It sounds like your testimony is that you never saw her doing anything that wasn't sort of relating to Mattera's personal business?
A Correct.
Q Okay. Have you ever been in contact with anybody from PreIPO since you left?
A Not that's working at the organization, no.
Q How about with anyone who is not working there?
A Yes. So I'm always staying in contact with the former CTO, which is Unah Bak.
Q Unah Bak is not there anymore?
A He is no longer there. He was an independent contractor. He resigned as well back in December.
Q Do you have an understanding as to why he left?
A No, I really don't. I believe they were -- towards the end, they were trying to cut

him down and tell him they didn't need him as much because the platform was already ready. And until we started -- until they started transacting that there really wasn't much use for him, so they were going to start cutting his pay down.

But for the most part, that's about my understanding of why he is no longer there anymore.

Q Anybody else who, you know, current or former employees of PreIPO that you have been in touch with since you left?

A Yeah, I mean, every now and then La Shon Ranawat would reach out to me just to say hello.

I spoke with Matt Egan a few times. Darragh Lawton. Darragh Lawton has reached out to me several times as well, too, and that's about it.

Q Has anyone from PreIPO tried to contact you since we subpoenaed you?

A No.

MR. STAUBITZ: Off the record. It's 4:11.

(Recess was taken from 4:11 p.m. to 4:21 p.m.)

MR. STAUBITZ: On the record, it's 4:21 p.m.

BY MR. STAUBITZ:

Q Other than your counsel, have you spoken with anyone else about our investigation?

A No.

Q Other than your counsel, have you discussed your testimony or the fact that you were testifying today with anybody else?

A Yes.

Q Who?

A My wife in still associated with Unah Bak, so -- the former CTO.

Q Just to be clear, you talked to Mr. Bak about your testimony today?

A Yes.

Q What did you guys talk about?

A Nothing -- just tell him I was coming down. Nothing in specific.

Q What did he say about it?

A Good luck.

Q We have no further questions at this time. We may, however, call you again to testify in this investigation. If this is necessary, we will contact your counsel.

Do you wish to add or clarify anything to the statements you made today?

A No, I've done everything to the best of my knowledge and thank you for your time.

MR. STAUBITZ: Mr. Weinstein, do you wish to ask any clarifying questions?

MR. WEINSTEIN: Not at this time.

MR. STAUBITZ: Off the record at 4:23 p.m. on May 3rd, 2023.

Thank you very much for your time. We really appreciate it.

(Whereupon, at 4:23 p.m., the examination was concluded.)

* * * * *

PROOFREADER'S CERTIFICATE

In the Matter of: PRE-IPO CORP.
Witness: Michael Carney
File Number: FL-04335-A
Date: Wednesday, May 3, 2023
Location: Miami, Florida

This is to certify that I, Christine Boyce, (the undersigned), do hereby certify that the foregoing transcript is a complete, true and accurate transcription of all matters contained on the recorded proceedings of the investigative testimony.

_____ _____

(Proofreader's Name) 5-16-2023

CERTIFICATE

THE STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I, MELANIE STINSON-KONSTANTINIDIS, RPR, Registered Professional Reporter, State of Florida at large, do hereby certify that I was authorized to and did report said deposition in stenotype; and that the foregoing pages, numbered from 1 to 207, inclusive, are a true and correct transcription of my shorthand notes of said deposition.

I further certify that I am not attorney or counsel of any of the parties, nor am I a relative or employee of any attorney or counsel of party connected with the action, nor am I financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of May, 2023.

_____

MELANIE STINSON-KONSTANTINIDIS, RPR,
REGISTERED PROFESSIONAL REPORTER
Notary Public - State of Florida
My Commission Expires: 5/22/2025
My Commission No.: HH116638

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EXHIBIT
B

DECLARATION OF MARK DEE

Pursuant to 28 U.S.C. § 1746, the undersigned states as follows:

1. My name is Mark Dee. I am over twenty-one years of age and have personal knowledge of the matters set forth herein.

2. I am employed as an accountant with the United States Securities and Exchange Commission (the "Commission"). I am also a retired state police lieutenant of a fraud unit.

3. Amounts referred to in this declaration are approximate and have been rounded.

4. As part of my duties as an accountant with the Commission, I was asked to review the flow of funds for PreIPO Corp. ("PreIPO") from March 2022 through April 2023. My findings as set forth below are based on my review and analysis of all bank accounts actively used by PreIPO during this time period, specifically: two Bank of America, N.A. accounts in the name of PreIPO, #7263 and #3673 (last four), and a JPMorgan Chase Bank, N.A. account in the name of PreIPO, #1175 (last four) (collectively, the "PreIPO Accounts").[1]

5. As part of my review, I was asked to do the following:

a. Determine the amount of funds raised by PreIPO from investors;

b. Determine the total amount of payments made to John Mattera ("Mattera"), David Grzan ("Grzan") and three other PreIPO officers by PreIPO out of funds received from investors; and

c. Identify any sources of revenue of PreIPO or credits to the PreIPO Accounts other than funds raised from investors.

[1] Bank records for PreIPO beyond April 2023 were not available for my review as of the date of the execution of my declaration.

SUMMARY OF MY FINDINGS

6. Approximately $4.237 million was deposited into the PreIPO Accounts accounts by at least 50 investors predominantly via wire-transfer, otherwise via check.

7. The only inflow of funds I have identified in the PreIPO Accounts are investor funds. There are no other sources of income to PreIPO that I have found in the PreIPO Accounts.

8. Starting in March 2022 and continuing through April 2023, a total of at least $1.76 million was paid to Mattera, Grzan and three other PreIPO corporate officers out of funds received from investors. This amounts to approximately 42% of the entirety of the investor funds PreIPO has received since it began receiving investor funds in March 2022. The payments attributable to Mattera through a combination of his personal account and that of Boss Global Advisory Group, Inc.'s ("Boss Global") account totaled approximately $875,750. The payments attributable to Grzan totaled approximately $270,000.

9. Specifically as to Boss Global, it received approximately $859,432 out of the $875,750 of investor funds attributable to Mattera. Spending within the Boss Global account indicates at least $450,849 in payment towards credit card bills and also additional spending toward financing high-end vehicles, among other expenditures.

10. I have identified a total of $244,420 in business expenditures in the PreIPO Accounts towards the purchase of third-party software to support PreIPO's purported online platform, which amounts to less than 6% of investor funds received. These are the only expenditures in the PreIPO Accounts I have identified that appear to be related to the development of PreIPO's online platform.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 9TH **day of August, 2023.**

Mark Dee
Accountant

EXHIBIT
C

DECLARATION OF MAGALY ORDAZ

Pursuant to 28 U.S.C. § 1746, the undersigned states as follows:

1) My name is Magaly Ordaz. I am over the age of twenty-one (21) and have personal knowledge of the matters set forth herein.

2) I am a Senior Paralegal Specialist for the Miami Regional Office of the United States Securities and Exchange Commission ("SEC") located at 801 Brickell Avenue, Suite 1950, Miami, Florida 33131.

3) On March 17, 2023, I conducted research to determine whether PreIPO Corp. and/or PreIPO Exchange Corp. (has ever been) or is currently registered with the SEC or FINRA. In conducting my research, I used the following websites:

a) FINRA BrokerCheck website. BrokerCheck is a public database containing information about brokers and brokerage firms.

b) Registration Depository ("WebCRD"). WebCRD is a non-public database that stores and maintains information concerning registered securities professionals and brokerage firms.

c) Investment Adviser Public Disclosure ("IAPD") website. The IAPD is a public website that contains a complete compilation of Investment Adviser Firms currently registered with the SEC and the registration reporting form (Form ADV) that the advisers file. This website also searches FINRA's BrokerCheck system.

d) EDGAR (Electronic Data Gathering, Analysis, and Retrieval System) database. EDGAR is the primary system for companies and others submitting documents under the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust

Indenture Act of 1939, and the Investment Company Act of 1940. EDGAR contains millions of company and individual filings.

4) My research indicates that PreIPO Corp. and PreIPO Exchange Corp. (have never been registered) or are not currently registered with the SEC or FINRA. Results of this research is attached hereto as Attachment 1.

5) Between July 1986 and July 2016, David Grzan was previously associated with various registered broker-dealers as a registered representative. From Approximately November 2022 through June 2023, Grzan was associated with a registered broker dealer in Connecticut (See Attachment 2).

6) PreIPO filed a Form D Notice of Exempt Offering of Securities in April 2022 ("Form D") and slightly amended Form D in October 2022, true and accurate copies of which are attached hereto as Attachments 3 and 4.

I declare under penalty of perjury that the foregoing is true, correct, and made in good faith.

Ordaz, Magaly

Digitally signed by Ordaz, Magaly
Date: 2023.08.09 10:49:12 -04'00'

Signature

Executed on this 9th day of August 2023.

ATTACHMENT

1

An official website of the United States Government

sclosure

ATTACHMENT
1

INDIVIDUAL FIRM

PreIPO Exchange Corp. in City, State or ZIP (optional)

Please be aware that fraudsters may link to Investment Adviser Public Disclosure website from phishing and similar scam websites, trying to steal your persona money. Make sure you know who you're dealing with when investing, and contact FINRA with any concerns. For more information read the investor alert on Imp

Refine Results

No match has been found for the information you provided.

This website does not contain information on investment advisers or brokers that:

- Are not currently registered, have not been registered or have not submitted any Form ADVs within the last ten years (for example, they may have stopped prac ago);
- Filed an application for registration with the SEC or a state that has not yet been approved; or
- Registered via paper filings with the states instead of filing electronically through this system.

If you cannot find the individual or firm that you are searching for, try the following:

c Disclosure

INDIVIDUAL FIRM

PrelPO Corp. in City, State or ZIP (optional)

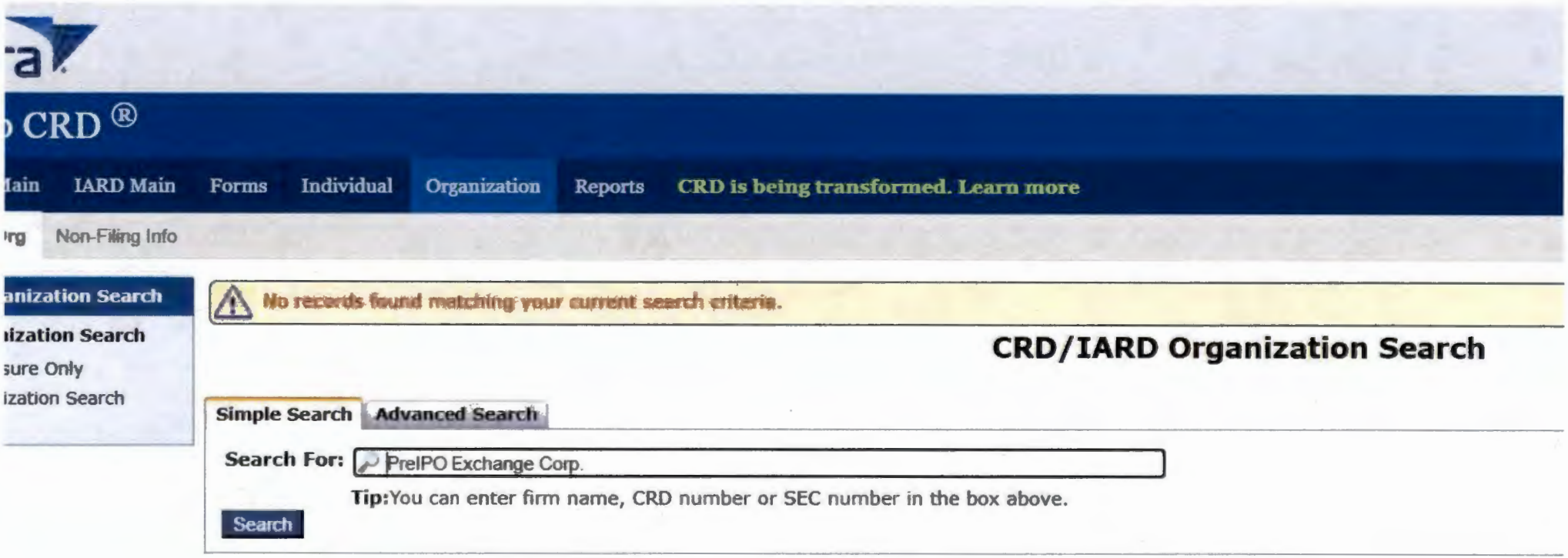
Please be aware that fraudsters may link to Investment Adviser Public Disclosure website from phishing and similar scam websites, trying to steal your p money. Make sure you know who you're dealing with when investing, and contact FINRA with any concerns. For more information read the investor alert

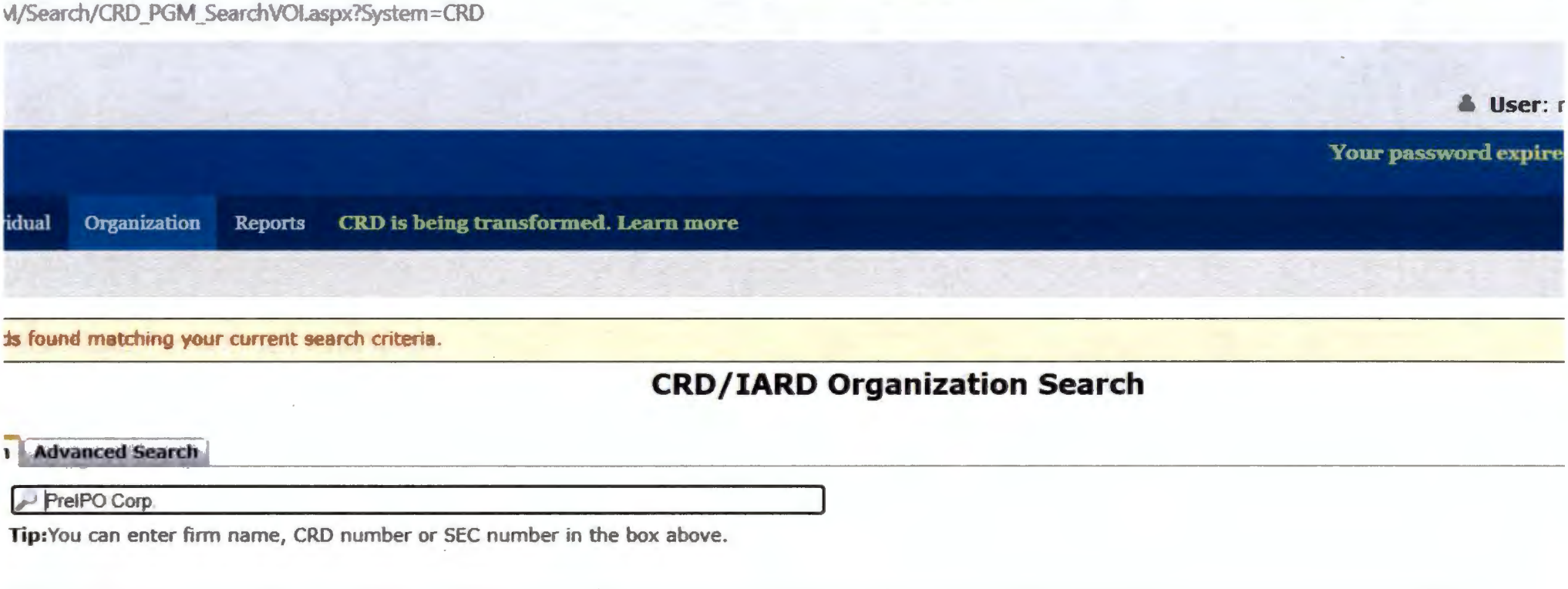
Refine Results

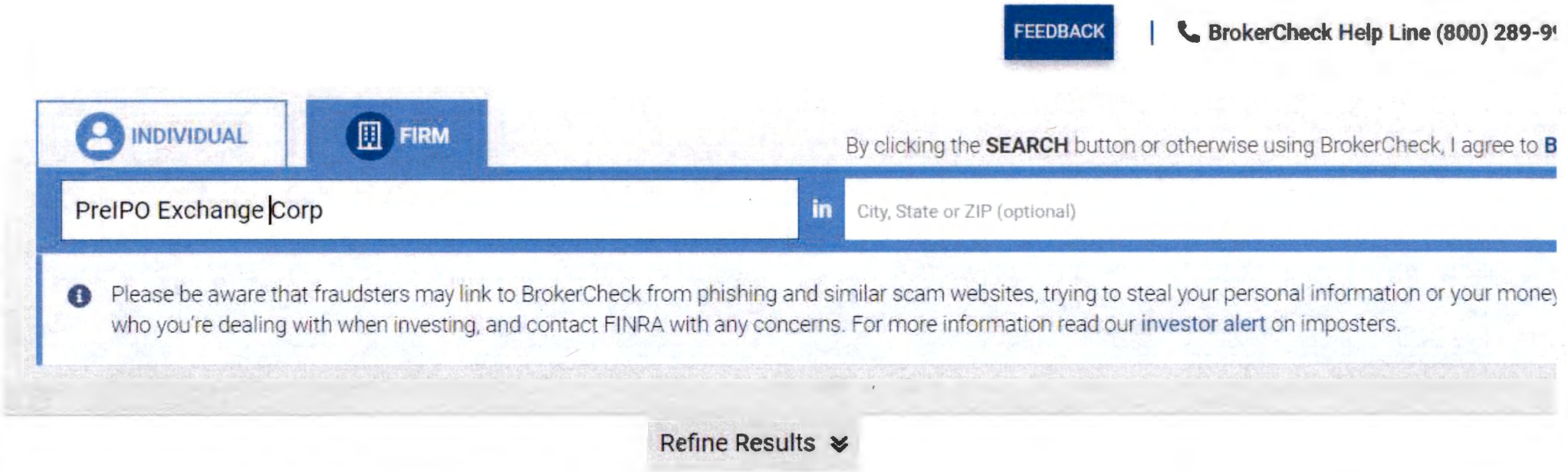
No match has been found for the information you provided.

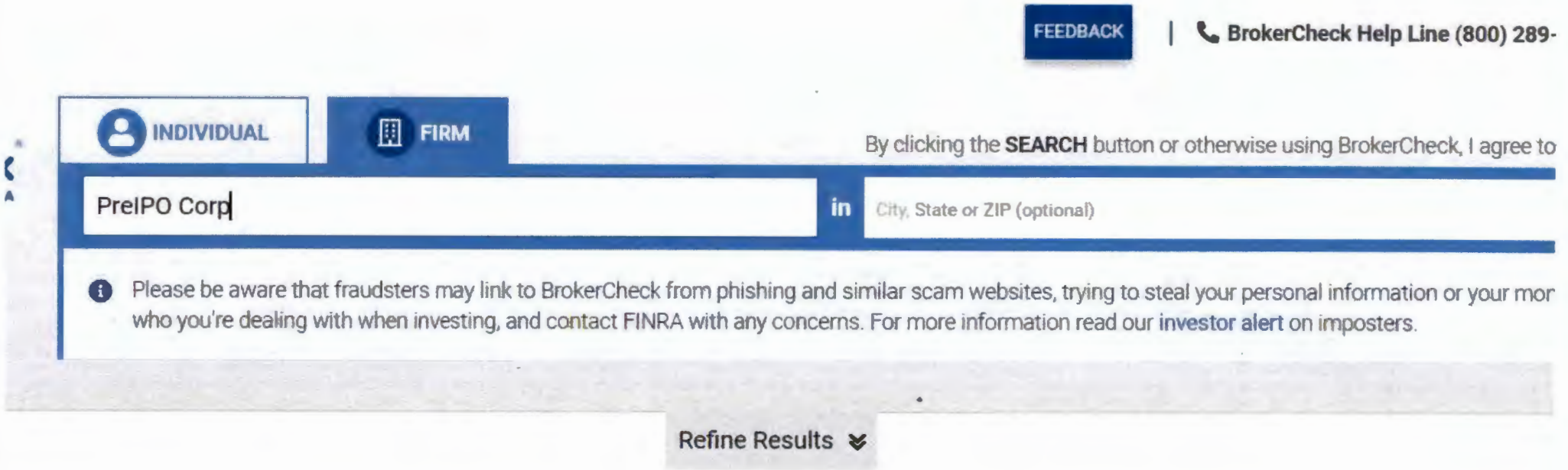
This website does not contain information on investment advisers or brokers that:

- Are not currently registered, have not been registered or have not submitted any Form ADVs within the last ten years (for example, they may have stoppe ago);
- Filed an application for registration with the SEC or a state that has not yet been approved; or
- Registered via paper filings with the states instead of filing electronically through this system.


CRD ®
Main
IARD Main
Forms
Individual
Organization
Reports
CRD is being transformed. Learn more
Non-Filing Info
Organization Search
Organization Search
Exclusure Only
Organization Search
No records found matching your current search criteria.
CRD/IARD Organization Search
Simple Search
Advanced Search
Search For:
PrelPO Exchange Corp.
Tip:You can enter firm name, CRD number or SEC number in the box above.
Search


M/Search/CRD_PGM_SearchVOI.aspx?System=CRD
User: r
Your password expire
idual
Organization
Reports
CRD is being transformed. Learn more
ds found matching your current search criteria.
CRD/IARD Organization Search
Advanced Search
PreIPO Corp
Tip:You can enter firm name, CRD number or SEC number in the box above.


FEEDBACK
BrokerCheck Help Line (800) 289-9
INDIVIDUAL
FIRM
By clicking the SEARCH button or otherwise using BrokerCheck, I agree to B
PreIPO Exchange Corp
in
City, State or ZIP (optional)
Please be aware that fraudsters may link to BrokerCheck from phishing and similar scam websites, trying to steal your personal information or your money
who you're dealing with when investing, and contact FINRA with any concerns. For more information read our investor alert on imposters.
Refine Results


FEEDBACK
BrokerCheck Help Line (800) 289-
INDIVIDUAL
FIRM
By clicking the SEARCH button or otherwise using BrokerCheck, I agree to
PrelPO Corp
in
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who you're dealing with when investing, and contact FINRA with any concerns. For more information read our investor alert on imposters.
Refine Results

ar/browse/?CIK=1920971

| Company Search Results

FAQ EDGAR sear

ch

formation

From Date (yyyy-mm-dd) To Date (yyyy-mm-dd) Clear Keywords Search

description Filing date Reporting date Act Film number File number Accession number Size

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orm lescription	Filing date	Rep dat
lotice of Exempt Offering of Securities - *amendment* Filing	2022-10-05	
lotice of Exempt Offering of Securities Filing	2022-04-04	

entries

1920971.json

ATTACHMENT

2

ATTACHMENT 2

BrokerCheck Report

David Grzan

CRD# 1353299

Section Title	Page(s)
Report Summary	1
Broker Qualifications	2 - 3
Registration and Employment History	5 - 6

Please be aware that fraudsters may link to BrokerCheck from phishing and similar scam websites, trying to steal your personal information or your money. Make sure you know who you' re dealing with when investing, and contact FINRA with any concerns.

For more information read our investor alert on imposters.

About BrokerCheck®

BrokerCheck offers information on all current, and many former, registered securities brokers, and all current and former registered securities firms. FINRA strongly encourages investors to use BrokerCheck to check the background of securities brokers and brokerage firms before deciding to conduct, or continue to conduct, business with them.

- **What is included in a BrokerCheck report?**
- BrokerCheck reports for individual brokers include information such as employment history, professional qualifications, disciplinary actions, criminal convictions, civil judgments and arbitration awards. BrokerCheck reports for brokerage firms include information on a firm's profile, history, and operations, as well as many of the same disclosure events mentioned above.
- Please note that the information contained in a BrokerCheck report may include pending actions or allegations that may be contested, unresolved or unproven. In the end, these actions or allegations may be resolved in favor of the broker or brokerage firm, or concluded through a negotiated settlement with no admission or finding of wrongdoing.
- **Where did this information come from?**
- The information contained in BrokerCheck comes from FINRA's Central Registration Depository, or CRD® and is a combination of:
  - information FINRA and/or the Securities and Exchange Commission (SEC) require brokers and brokerage firms to submit as part of the registration and licensing process, and
  - information that regulators report regarding disciplinary actions or allegations against firms or brokers.
- **How current is this information?**
- Generally, active brokerage firms and brokers are required to update their professional and disciplinary information in CRD within 30 days. Under most circumstances, information reported by brokerage firms, brokers and regulators is available in BrokerCheck the next business day.
- **What if I want to check the background of an investment adviser firm or investment adviser representative?**
- To check the background of an investment adviser firm or representative, you can search for the firm or individual in BrokerCheck. If your search is successful, click on the link provided to view the available licensing and registration information in the SEC's Investment Adviser Public Disclosure (IAPD) website at https://www.adviserinfo.sec.gov. In the alternative, you may search the IAPD website directly or contact your state securities regulator at http://www.finra.org/Investors/ToolsCalculators/BrokerCheck/P455414.
- **Are there other resources I can use to check the background of investment professionals?**
- FINRA recommends that you learn as much as possible about an investment professional before deciding to work with them. Your state securities regulator can help you research brokers and investment adviser representatives doing business in your state.
-

Thank you for using FINRA BrokerCheck.

Using this site/information means that you accept the FINRA BrokerCheck Terms and Conditions. A complete list of Terms and Conditions can be found at brokercheck.finra.org

For additional information about the contents of this report, please refer to the User Guidance or www.finra.org/brokercheck. It provides a glossary of terms and a list of frequently asked questions, as well as additional resources. For more information about FINRA, visit www.finra.org.

David Grzan
CRD# 1353299

This broker is not currently registered.

Report Summary for this Broker

This report summary provides an overview of the broker's professional background and conduct. Additional information can be found in the detailed report.

Broker Qualifications

This broker is not currently registered.

This broker has passed:

- 1 Principal/Supervisory Exam
- 2 General Industry/Product Exams
- 2 State Securities Law Exams

Registration History

This broker was previously registered with the following securities firm(s):

B [redacted]
CRD# 103771
MINNEAPOLIS, MN
05/2015 - 07/2016

B [redacted]
CRD# 25937
RIVERDALE, NY
04/2012 - 07/2013

B [redacted]
CRD# 25937
RIVERDALE, NY
12/1998 - 04/2010

Disclosure Events

All individuals registered to sell securities or provide investment advice are required to disclose customer complaints and arbitrations, regulatory actions, employment terminations, bankruptcy filings, and criminal or civil judicial proceedings.

Are there events disclosed about this broker? **No**

Broker Qualifications

Registrations

This section provides the self-regulatory organizations (SROs) and U.S. states/territories the broker is currently registered and licensed with, the category of each license, and the date on which it became effective. This section also provides, for every brokerage firm with which the broker is currently employed, the address of each branch where the broker works.

This broker is not currently registered.

Broker Qualifications

Industry Exams this Broker has Passed

This section includes all securities industry exams that the broker has passed. Under limited circumstances, a broker may attain a registration after receiving an exam waiver based on exams the broker has passed and/or qualifying work experience. Any exam waivers that the broker has received are not included below.

This individual has passed 1 principal/supervisory exam, 2 general industry/product exams, and 2 state securities law exams.

Principal/Supervisory Exams

Exam		Category	Date
B	General Securities Principal Examination	Series 24	12/09/1994

General Industry/Product Exams

Exam		Category	Date
B	Securities Industry Essentials Examination	SIE	11/14/2022
B	General Securities Representative Examination	Series 7	05/18/1985

State Securities Law Exams

Exam		Category	Date
B IA	Uniform Combined State Law Examination	Series 66	11/22/2022
B	Uniform Securities Agent State Law Examination	Series 63	06/29/2012

Additional information about the above exams or other exams FINRA administers to brokers and other securities professionals can be found at www.finra.org/brokerqualifications/registeredrep/.

Broker Qualifications

Professional Designations

This section details that the representative has reported **0** professional designation(s).

No information reported.

Registration and Employment History

Registration History

The broker previously was registered with the following firms:

Registration Dates	Firm Name	CRD#	Branch Location
B 05/2015 - 07/2016	[redacted]	103771	MINNEAPOLIS, MN
B 04/2012 - 07/2013	[redacted]	25937	RIVERDALE, NY
B 12/1998 - 04/2010	[redacted]	25937	RIVERDALE, NY
B 04/1995 - 11/1996	[redacted]	6158	ST. PAUL, MN
B 02/1994 - 02/1995	[redacted]	16233	BOSTON, MA
B 09/1987 - 01/1994	[redacted]	372	NEW YORK, NY
B 01/1987 - 09/1987	[redacted]	3305	
B 07/1986 - 04/1987	[redacted]	7279	

Employment History

This section provides up to 10 years of an individual broker's employment history as reported by the individual broker on the most recently filed Form U4.

Please note that the broker is required to provide this information only while registered with FINRA or a national securities exchange and the information is not updated via Form U4 after the broker ceases to be registered. Therefore, an employment end date of "Present" may not reflect the broker's current employment status.

Employment	Employer Name	Position	Investment Related	Employer Location
11/2022 - Present	[redacted]	REGISTERED REPRESENTATIVE	Y	PLANTSVILLE, CT, United States
01/2011 - Present	[redacted]	CONSULTANT/OWNER	N	PLYMOUTH, MN, United States
12/2015 - 01/2019	[redacted]	CHAIRMAN & CEO	N	ROCHESTER, MN, United States
12/2014 - 07/2018	[redacted]	CO-FOUNDER/CEO	Y	PLYMOUTH, MN, United States
08/2012 - 12/2016	[redacted]	CFO	N	PLYMOUTH, MN, United States

Registration and Employment History

Employment History, continued

Employment	Employer Name	Position	Investment Related	Employer Location
05/2015 - 07/2016	[redacted]	MANAGING DIRECTOR	Y	EXCELSIOR, MN, United States

Other Business Activities

This section includes information, if any, as provided by the broker regarding other business activities the broker is currently engaged in either as a proprietor, partner, officer, director, employee, trustee, agent or otherwise. This section does not include non-investment related activity that is exclusively charitable, civic, religious or fraternal and is recognized as tax exempt.

PREIPO CORPORATION; NOT INVESTMENT RELATED; BOCA RATON FL; EXECUTIVE CHAIRMAN; 03/2022; 120 HRS PER MONTH INCLUDING DURING TRADING HOURS; OVERSEEING, STRATEGIZING, AND IMPLEMENTING BUSINESS OPERATIONS

End of Report

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ATTACHMENT

3

The Securities and Exchange Commission has not necessarily reviewed the information in this filing and has not determined if it is accurate and complete.
The reader should not assume that the information is accurate and complete.

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Wa hington, D C 20549

FORM D

Notice of Exempt Offering of Securities

OMB APPROVAL	
OMB Number	3235-0076
Estimated average burden hours per response:	4 00

1. Issuer's Identity

CIK (Filer ID Number)
0001920971

Previous Names [X] None

Name of Issuer
PreIPO Corp

Jurisdiction of Incorporation/Organization
WYOMING

Year of Incorporation/Organization
[ ] Over Five Years Ago
[X] Within La t Five Year (Specify Year) 2021
[ ] Yet to Be Formed

Entity Type
[X] Corporation
[ ] Limited Partnership
[ ] Limited Liability Company
[ ] General Partnership
[ ] Business Trust
[ ] Other (Specify)

2 Principal Place of Bu ine and Contact Information

Name of I uer
PreIPO Corp

Street Address 1
309 FIFTH AVENUE

Street Address 2

City	State/Province/Country	ZIP/PostalCode	Phone Number of Issuer
NEW YORK	NEW YORK	10016	8887025575

3. Related Persons

Last Name	First Name	Middle Name
Mazzocchi	Rudy	

Street Address 1
309 Fifth Avenue

Street Address 2
Unit 32B

City	State/Province/Country	ZIP/Po talCode
New York	NEW YORK	10016

Relation hip [X] E ecutive Officer [ ] Director [ ] Promoter

Clarification of Response (if Necessary):

Executive Chairman

4. Industry Group

- [ ] Agriculture
- Banking & Financial Services
  - [ ] Commercial Banking
  - [ ] Insurance
  - [ ] Investing
  - [ ] Investment Banking
  - [ ] Pooled Investment Fund
    - Is the issuer registered as an investment company under the Investment Company Act of 1940?
    - [ ] Yes [ ] No
  - [ ] Other Banking & Financial Services
- [ ] Business Services
- Energy
  - [ ] Coal Mining
  - [ ] Electric Utilities
  - [ ] Energy Conservation
  - [ ] Environmental Services
  - [ ] Oil & Gas
  - [ ] Other Energy
- Health Care
  - [ ] Biotechnology
  - [ ] Health Insurance
  - [ ] Hospitals & Physicians
  - [ ] Pharmaceuticals
  - [ ] Other Health Care
- [ ] Manufacturing
- Real Estate
  - [ ] Commercial
  - [ ] Construction
  - [ ] REITS & Finance
  - [ ] Residential
  - [ ] Other Real Estate
- [ ] Retailing
- [ ] Restaurants
- Technology
  - [ ] Computers
  - [ ] Telecommunications
  - [ ] Other Technology
- Travel
  - [ ] Airlines & Airports
  - [ ] Lodging & Conventions
  - [ ] Tourism & Travel Services
  - [ ] Other Travel
- [X] Other

5. Issuer Size

Revenue Range	OR	Aggregate Net Asset Value Range
[X] No Revenues		[ ] No Aggregate Net Asset Value
[ ] $1 - $1,000,000		[ ] $1 - $5,000,000
[ ] $1,000,001 - $5,000,000		[ ] $5,000,001 - $25,000,000
[ ] $5,000,001 - $25,000,000		[ ] $25,000,001 - $50,000,000
[ ] $25,000,001 - $100,000,000		[ ] $50,000,001 - $100,000,000
[ ] Over $100,000,000		[ ] Over $100,000,000
[ ] Decline to Disclose		[ ] Decline to Disclose
[ ] Not Applicable		[ ] Not Applicable

6. Federal Exemption(s) and Exclusion(s) Claimed (select all that apply)

- [ ] Rule 504(b)(1) (not (i), (ii) or (iii))
- [ ] Rule 504 (b)(1)(i)
- [ ] Rule 504 (b)(1)(ii)
- [ ] Rule 504 (b)(1)(iii)
- [ ] Rule 506(b)
- [ ] Investment Company Act Section 3(c)
- [ ] Section 3(c)(1)
- [ ] Section 3(c)(2)
- [ ] Section 3(c)(3)
- [ ] Section 3(c)(9)
- [ ] Section 3(c)(10)
- [ ] Section 3(c)(11)

[X] Rule 506(c)
[ ] Securitie Act Section 4(a)(5)

[ ] Section 3(c)(4)
[ ] Section 3(c)(5)
[ ] Section 3(c)(6)
[ ] Section 3(c)(7)
[ ] Section 3(c)(12)
[ ] Section 3(c)(13)
[ ] Section 3(c)(14)

7. Type of Filing

[X] New Notice Date of First Sale 2022-03-16 [ ] First Sale Yet to Occur
[ ] Amendment

8 Duration of Offering

Does the Issuer intend this offering to last more than one year? [ ] Yes [X] No

9. Type(s) of Securities Offered (select all that apply)

[X] Equity
[X] Debt
[X] Option, Warrant or Other Right to Acquire Another Security
[ ] Security to be Acquired Upon Exercise of Option, Warrant or Other Right to Acquire Security
[ ] Pooled Investment Fund Interests
[ ] Tenant-in-Common Securities
[ ] Mineral Property Securities
[ ] Other (describe)

10. Business Combination Transaction

Is this offering being made in connection with a business combination transaction, such as a merger, acquisition or exchange offer? [ ] Yes [X] No

Clarification of Re pon e (if Nece ary)

11. Minimum Investment

Minimum investment accepted from any outside investor $25,000 USD

12. Sales Compensation

Recipient
None

Recipient CRD Number [X] None
None

(Associated) Broker or Dealer [X] None
None

(Associated) Broker or Dealer CRD Number [X] None
None

Street Address 1
NA

Street Address 2
NA

City
NA

State/Province/Country
UNITED STATES

ZIP/Postal Code
NA

State(s) of Solicitation (select all that apply)
Check "All State " or check individual States
[X] All State
[ ] Foreign/non-US

13 Offering and Sale Amount

Total Offering Amount $8,750,000 USD or ☐ Indefinite

Total Amount Sold $135,600 USD

Total Remaining to be Sold $8,614,400 USD or ☐ Indefinite

Clarification of Response (if Necessary):

14. Investors

☐ Select if securities in the offering have been or may be sold to persons who do not qualify as accredited investors, and enter the number of such non-accredited investors who already have invested in the offering.

Regardless of whether securities in the offering have been or may be sold to persons who do not qualify as accredited investors, enter the total number of investors who already have invested in the offering: 0

15. Sales Commissions & Finder's Fees Expenses

Provide separately the amounts of sales commissions and finders fees expenses, if any. If the amount of an expenditure is not known, provide an estimate and check the box next to the amount.

Sales Commissions $0 USD ☐ Estimate

Finders' Fees $0 USD ☐ Estimate

Clarification of Response (if Necessary):

No intermediaries or finder's fee determined at this time

16. Use of Proceeds

Provide the amount of the gross proceeds of the offering that has been or is proposed to be used for payments to any of the persons required to be named as executive officers, directors or promoters in response to Item 3 above. If the amount is unknown, provide an estimate and check the box next to the amount.

$1,500,000 USD ☒ Estimate

Clarification of Response (if Necessary):

Signature and Submission

Please verify the information you have entered and review the Terms of Submission below before signing and clicking SUBMIT below to file this notice.

Terms of Submission

In submitting this notice, each issuer named above is:

- Notifying the SEC and/or each State in which this notice is filed of the offering of securities described and undertaking to furnish them, upon written request, in the accordance with applicable law, the information furnished to offerees.*
- Irrevocably appointing each of the Secretary of the SEC and, the Securities Administrator or other legally designated officer of the State in which the issuer maintains its principal place of business and any State in which this notice is filed, as its agents for service of process, and agreeing that these persons may accept service on its behalf, of any notice, process or pleading, and further agreeing that such service may be made by registered or certified mail, in any Federal or state action, administrative proceeding, or arbitration brought against the issuer in any place subject to the jurisdiction of the United States, if the action, proceeding or arbitration (a) arises out of any activity in connection with the offering of securities that is the subject of this notice, and (b) is founded, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these statutes, or (ii) the laws of the State in which the issuer maintains its principal place of business or any State in which this notice is filed.

- Certifying that, if the issuer is claiming a Regulation D exemption for the offering, the issuer is not disqualified from relying on Rule 504 or Rule 506 for one of the reasons stated in Rule 504(b)(3) or Rule 506(d).

Each Issuer identified above has read this notice, knows the contents to be true, and has duly caused this notice to be signed on its behalf by the undersigned duly authorized person.

For signature, type in the signer's name or other letters or characters adopted or authorized as the signer's signature.

Issuer	Signature	Name of Signer	Title	Date
PreIPO Corp	Rudy Mazzocchi	Rudy Mazzocchi	Executive Chairman	2022-04-04

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number.

* This undertaking does not affect any limits Section 102(a) of the National Securi ies Markets Improvement Act of 1996 ("NSMIA") [Pub. L. No. 104-290, 110 Stat. 3416 (Oct. 11, 1996)] imposes on the ability of States to require information. As a result, if the securities that are the subject of this Form D are "covered securities" for purposes of NSMIA, whether in all instances or due to the nature of the offering that is the subject of this Form D, States cannot routinely require offering materials under his undertaking or otherwise and can require offering materials only to the extent NSMIA permits hem to do so under NSMIA's preservation of their anti-fraud authority

ATTACHMENT

4

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UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Wa hington, D C 20549

FORM D

Notice of Exempt Offering of Securities

OMB APPROVAL	
OMB Number	3235-0076
Estimated average burden hours per response:	4 00

1. Issuer's Identity

CIK (Filer ID Number)
0001920971

Previous Names [X] None

Name of Issuer
PreIPO Corp

Jurisdiction of Incorporation/Organization
WYOMING

Year of Incorporation/Organization
[ ] Over Five Years Ago
[X] Within La t Five Year (Specify Year) 2021
[ ] Yet to Be Formed

Entity Type
[X] Corporation
[ ] Limited Partnership
[ ] Limited Liability Company
[ ] General Partnership
[ ] Business Trust
[ ] Other (Specify)

2 Principal Place of Bu ine and Contact Information

Name of I uer
PreIPO Corp

Street Address 1
851 S Federal Highway

Street Address 2
2nd Floor

City
Boca Raton

State/Province/Country
FLORIDA

ZIP/PostalCode
33432

Phone Number of Issuer
8887025575

3. Related Persons

Last Name
Grzan

First Name
David

Middle Name

Street Address 1
3620 Village Blvd

Street Address 2
Suite 112

City
West Palm Beach

State/Province/Country
FLORIDA

ZIP/Po talCode
33407

Relation hip [X] E ecutive Officer [X] Director [ ] Promoter

Clarification of Response (if Necessary):

4. Industry Group

- [ ] Agriculture
- Banking & Financial Services
  - [ ] Commercial Banking
  - [ ] Insurance
  - [ ] Investing
  - [ ] Investment Banking
  - [ ] Pooled Investment Fund
    - Is the issuer registered as an investment company under the Investment Company Act of 1940?
      - [ ] Yes
      - [ ] No
  - [X] Other Banking & Financial Services
- [ ] Business Services
- Energy
  - [ ] Coal Mining
  - [ ] Electric Utilities
  - [ ] Energy Conservation
  - [ ] Environmental Services
  - [ ] Oil & Gas
  - [ ] Other Energy
- Health Care
  - [ ] Biotechnology
  - [ ] Health Insurance
  - [ ] Hospitals & Physicians
  - [ ] Pharmaceuticals
  - [ ] Other Health Care
- [ ] Manufacturing
- Real Estate
  - [ ] Commercial
  - [ ] Construction
  - [ ] REITS & Finance
  - [ ] Residential
  - [ ] Other Real Estate
- [ ] Retailing
- [ ] Restaurants
- Technology
  - [ ] Computers
  - [ ] Telecommunications
  - [ ] Other Technology
- Travel
  - [ ] Airlines & Airports
  - [ ] Lodging & Conventions
  - [ ] Tourism & Travel Services
  - [ ] Other Travel
- [ ] Other

5. Issuer Size

Revenue Range	OR	Aggregate Net Asset Value Range
[X] No Revenues		[ ] No Aggregate Net Asset Value
[ ] $1 - $1,000,000		[ ] $1 - $5,000,000
[ ] $1,000,001 - $5,000,000		[ ] $5,000,001 - $25,000,000
[ ] $5,000,001 - $25,000,000		[ ] $25,000,001 - $50,000,000
[ ] $25,000,001 - $100,000,000		[ ] $50,000,001 - $100,000,000
[ ] Over $100,000,000		[ ] Over $100,000,000
[ ] Decline to Disclose		[ ] Decline to Disclose
[ ] Not Applicable		[ ] Not Applicable

6. Federal Exemption(s) and Exclusion(s) Claimed (select all that apply)

- [ ] Rule 504(b)(1) (not (i), (ii) or (iii))
- [ ] Rule 504 (b)(1)(i)
- [ ] Rule 504 (b)(1)(ii)
- [ ] Rule 504 (b)(1)(iii)
- [ ] Rule 506(b)
- [ ] Investment Company Act Section 3(c)
- [ ] Section 3(c)(1)
- [ ] Section 3(c)(2)
- [ ] Section 3(c)(3)
- [ ] Section 3(c)(9)
- [ ] Section 3(c)(10)
- [ ] Section 3(c)(11)

[X] Rule 506(c)
[ ] Securitie Act Section 4(a)(5)

[ ] Section 3(c)(4)
[ ] Section 3(c)(5)
[ ] Section 3(c)(6)
[ ] Section 3(c)(7)
[ ] Section 3(c)(12)
[ ] Section 3(c)(13)
[ ] Section 3(c)(14)

7. Type of Filing

[ ] New Notice Date of First Sale 2022-03-06 [ ] First Sale Yet to Occur
[X] Amendment

8. Duration of Offering

Doe the I uer intend thi offering to la t more than one year? [ ] Ye [X] No

9. Type(s) of Securities Offered (select all that apply)

[X] Equity
[X] Debt
[X] Option, Warrant or Other Right to Acquire Another Security
[ ] Security to be Acquired Upon Exercise of Option, Warrant or Other Right to Acquire Security
[ ] Pooled Inve tment Fund Intere t
[ ] Tenant in Common Securitie
[ ] Mineral Property Securitie
[ ] Other (describe)

10 Bu ine Combination Tran action

I thi offering being made in connection with a bu ine combination tran action, such as a merger, acquisition or exchange offer? [ ] Ye [X] No

Clarification of Response (if Necessary):

11. Minimum Investment

Minimum inve tment accepted from any out ide inve tor $10,000 USD

12 Sale Compen ation

Recipient
None

Recipient CRD Number [X] None
None

(Associated) Broker or Dealer [X] None
None

(Associated) Broker or Dealer CRD Number [X] None
None

Street Addre 1
NA

Street Addre 2
NA

City
NA

State/Province/Country
UNITED STATES

ZIP/Postal Code
NA

State( ) of Solicitation (elect all that apply)
Check "All States" or check individual States
[X] All States
[ ] Foreign/non-US

13. Offering and Sales Amounts

Total Offering Amount $8,750,000 USD or ☐ Indefinite

Total Amount Sold $2,370,376 USD

Total Remaining to be Sold $6,379,624 USD or ☐ Indefinite

Clarification of Response (if Necessary):

14. Investors

☐ Select if securities in the offering have been or may be sold to persons who do not qualify as accredited investors, and enter the number of such non-accredited investors who already have invested in the offering.

Regardless of whether securities in the offering have been or may be sold to persons who do not qualify as accredited investors, enter the total number of investors who already have invested in the offering: 32

15. Sales Commissions & Finder's Fees Expenses

Provide separately the amounts of sales commissions and finders fees expenses, if any. If the amount of an expenditure is not known, provide an estimate and check the box next to the amount.

Sales Commissions $437,500 USD ☒ Estimate

Finders' Fees $437,500 USD ☒ Estimate

Clarification of Response (if Necessary):

16. Use of Proceeds

Provide the amount of the gross proceeds of the offering that has been or is proposed to be used for payments to any of the persons required to be named as executive officers, directors or promoters in response to Item 3 above. If the amount is unknown, provide an estimate and check the box next to the amount.

$1,500,000 USD ☒ Estimate

Clarification of Response (if Necessary):

Signature and Submission

Please verify the information you have entered and review the Terms of Submission below before signing and clicking SUBMIT below to file this notice.

Terms of Submission

In submitting this notice, each issuer named above is:

- Notifying the SEC and/or each State in which this notice is filed of the offering of securities described and undertaking to furnish them, upon written request, in the accordance with applicable law, the information furnished to offerees.*
- Irrevocably appointing each of the Secretary of the SEC and, the Securities Administrator or other legally designated officer of the State in which the issuer maintains its principal place of business and any State in which this notice is filed, as its agents for service of process, and agreeing that these persons may accept service on its behalf, of any notice, process or pleading, and further agreeing that such service may be made by registered or certified mail, in any Federal or state action, administrative proceeding, or arbitration brought against the issuer in any place subject to the jurisdiction of the United States, if the action, proceeding or arbitration (a) arises out of any activity in connection with the offering of securities that is the subject of this notice, and (b) is founded, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these statutes, or (ii) the laws of the State in which the issuer maintains its principal place of business or any State in which this notice is filed.

- Certifying that, if the issuer is claiming a Regulation D exemption for the offering, the issuer is not disqualified from relying on Rule 504 or Rule 506 for one of the reasons stated in Rule 504(b)(3) or Rule 506(d).

Each Issuer identified above has read this notice, knows the contents to be true, and has duly caused this notice to be signed on its behalf by the undersigned duly authorized person.

For signature, type in the signer's name or other letters or characters adopted or authorized as the signer's signature.

Issuer	Signature	Name of Signer	Title	Date
PreIPO Corp	David Grzan	David Grzan	Executive Chairman	2022-10-04

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number.

* This undertaking does not affect any limits Section 102(a) of the National Securi ies Markets Improvement Act of 1996 ("NSMIA") [Pub. L. No. 104-290, 110 Stat. 3416 (Oct. 11, 1996)] imposes on the ability of States to require information. As a result, if the securities that are the subject of this Form D are "covered securities" for purposes of NSMIA, whether in all instances or due to the nature of the offering that is the subject of this Form D, States cannot routinely require offering materials under his undertaking or otherwise and can require offering materials only to the extent NSMIA permits hem to do so under NSMIA's preservation of their anti-fraud authority.