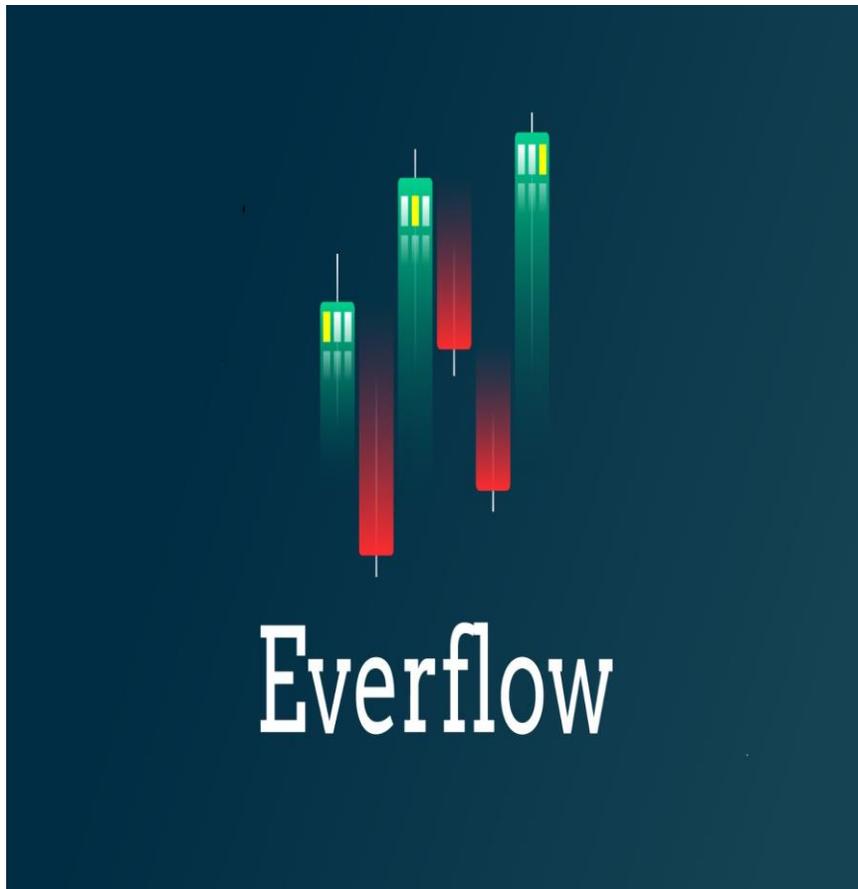


Private Placement Memorandum



JUNE 2019

EVERFLOW, INC.
12E 20th st.
New York, NY 10003



Executive Summary

Our world is changing more rapidly than ever. Historical evolution turns into actual revolutions. One of the new revolutionary developments, not unlike the internet a decade ago, is **blockchain technology**, which has already started to penetrate many facets of our lives.

Many areas will eventually be affected, particularly the financial sector. The major effect will come through using the diversified database process and new controls for efficient transportation of **Digital Asset Backed Securities** ("DABS"). The advanced blockchain ecosystem is about to change many fundamentals in our traditional financial world. One of the most revolutionary processes is digitizing traditional **illiquid assets** to many fractional ownership units, affording transfers of much smaller ownership units, turning an illiquid asset into thousands of liquid securities and breaking the old paradigm of traditional illiquid asset classes. This process changes valuation fundamentals, resulting in changes to the entire investments and accounting fixations. A long list of illiquid assets from many categories are candidates to be digitized: Real estate, private equity, hedge funds, private securities, derivatives, and many others. Various well-known asset managers, traditional stock exchanges, banks as leading investors are broadly discussing and processing adaptation of the new technology, to enable better liquidity, higher valuations with more transparency, and new measures for security and confidence.

Historically, one of the primary reasons for issuing private securities is the relative ease and cost-effectiveness of the initial issuance, combined with higher returns. However, secondary trading of private securities is difficult, often involving various intermediaries and higher fees. In addition, the process for tracking trade activity is limited. There is a significant burden on issuers to safeguard against potential regulatory risk. These inefficiencies can often lead to issuers imposing trade restrictions, making private securities illiquid. To account for this lack of liquidity and costs, the value of private securities is also usually discounted (i.e., the "illiquidity discount"), preventing issuers and investors from capturing the full value of the underlying asset.

*Everflow Facilitates Secure Investments in Real Estate
and Private Securities*

In comparison, public securities have deeper markets and higher liquidity, as non-controlling investors can track their investment prices by being exposed to additional information, including other investors' reactions, and generally resell their positions easily based on such additional data and trading mechanisms. However, an initial public offering ("IPO"), as well as maintaining a public company, is extremely time-and cost-intensive. The process to complete an IPO is complex and costly, often requiring at least 12 to 18 months of preparation. Significant costs apply not only to the offering itself, but also to the ongoing process of maintaining a public company. These increased time frames and costs ultimately reduce value and returns for investors. Put simply, the cost-effectiveness of public securities is low, compared to private securities.

By digitizing real estate and other private securities and dividing their possession among many investors using DABS and exchanges, offering more transparent and detailed information, Everflow creates new investment niches for new investor populations and plans to thereby improve liquidity and availability, reverse market complication, and maintain cost-effectiveness and profitability for private securities markets.

Investment Overview

The following summary highlights selected information from this confidential Private Placement Memorandum (this "Memorandum"), contains terms that are defined elsewhere in this Memorandum, and may not contain all of the information that is important to you, as an investor. You should read this entire Memorandum and all related documentation carefully before you decide to invest.

Everflow Digital Asset Securities Overview

Everflow DABS	Digital Asset Backed Securities (smart contracts) that are issued to investors via the Everflow Platform
Everflow, Inc.	Everflow, Inc. is a Delaware corporation.
Digital Assets	<p>The Company will have no underlying assets at the time of the Offering. The Company facilitates private investments using the Everflow Platform through blockchain technology, in selected real estate assets and funds.</p> <p>Everflow DABS are issued by Everflow on behalf of each respective Investor and their respective investment in real estate.</p>
Offering Size	Up to \$100,000,000.000 USD.
Offering Price	US\$ 25,000 per Everflow DABS
Currencies accepted for the Offering	US Dollars and Euro. Other foreign currencies upon approval by the Company.
Minimum Investment Amount	Investors must subscribe for a minimum amount equivalent to \$50,000.00 USD.

<p>Expected closing date of the Offering</p>	<p>The expected closing date of the Offering is 3 months after commencement of the Offering, which may be extended by the Company. If the closing of the Offering does not occur by such extended date, then the Company will seek to return all of the investors' subscription proceeds paid to the Company for Everflow DABS.</p>
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<p>Fees and Expenses</p>	<p>The Company will charge Everflow DABS issuance fees, real estate transaction fees, management fees, and fees for the exchange or redemption, distribution, and clearing of Everflow DABS as provided by the Everflow User Agreement.</p>
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<p>Smart Contract</p> <p>Regulatory issues; tax & compliance combined with security</p>	<p>The Everflow DABS will be issued using the Ethereum protocol's standards consisting of software code, further developed on the Everflow's</p> <p>blockchain systems ("Smart Contract").</p> <p>Everflow Smart Contracts will be generated and processed based on advanced ERC security protocols, all material data considered by the Company for KYC and AML purposes and US tax reporting being fully computerized and partly placed on the blockchain. The Company, in its full discretion, may compare and cross-examine data provided by applicants automatically with other data sources and third-party compliance service providers as ongoing regulations may require from time to time.</p> <p>The Everflow blockchain network is a closed-ended network, supervised by the Company. All potential and actual Everflow DABS holders will be subject to regulatory and tax reporting requirements before getting access to a specific blockchain network.</p> <p>DABS are legally considered securities and will be treated by the Company accordingly. The Company will provide Everflow DABS holders with all reasonable information and reports for filing their tax returns, according to the tax authority's requirements.</p> <p>Nevertheless, it is each Everflow DABS holder's responsibility to file all regulatory reporting according to their own tax and legal requirements. Everflow DA holders</p>
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	<p>should consult with their advisors and representatives regarding their particular situation. In cases where the Company is obligated by law to charge Everflow DABS sellers for withholdings or other tax obligations, the Everflow DABS holder would only receive its distributions and payments net of any such tax, with a detailed report for tax purposes.</p> <p>The Company, in its sole discretion, will be entitled to refuse any application for investment in Everflow DABS if any of the regulatory requirements have not been fully satisfied or for any other reason.</p>
Distribution Policy	<p>Everflow DABS have no cash distribution or dividend rights unless otherwise specified within the Everflow Platform relating to a specific Everflow DABS or upon official notice published by the Company to Everflow DABS holders. If any amount is distributed, such amount would be transferred to Everflow DABS holders pari passu as a dividend or as a redemption by the Company, net of any applicable taxes. Any return of capital to Everflow DABS holders would only occur after fulfilling all legal requirements. The timing and the amount of any cash distributions, dividends, or other rights are governed by the rights associated with each Everflow DABS and the holding of the respective Everflow DABS by an Investor. No Everflow DABS switching technique will be used. All buy and sell orders or any distribution would be against applicable FIAT (US\$ in most cases) only.</p>
No Voting Rights, Shareholder Rights, or Conversion Rights	<p>Unless specified by the Smart Contract, the Everflow DABS have no voting rights or other management or control rights in relation any of the Assets unless otherwise specified for a particular Everflow DABS. Everflow DABS holders are not, and will not be deemed to be, shareholders or direct beneficial owners of the Assets by virtue of their ownership of Everflow DABS.</p>
Redemption	<p>Upon the request of an Everflow DABS holder to have the Company redeem an Everflow DABS or for such holder to sell or otherwise transfer its Everflow DAs, such holder will be required to pay a fee as specified in the Everflow User Agreement.</p>

<p>Liquidation Rights</p>	<p>Subject to applicable law, Everflow DABS holders will not have any rights, other than as set out in this Memorandum, the Everflow DABS Investment Agreement, or the Everflow User Agreement. The Company is under no obligation to redeem or repurchase any Everflow DABS at any time other than pursuant to an official Company-declared redemption.</p>
<p>No Registration Rights and Transfer Restrictions</p>	<p>The Everflow DABS have not been and will not be registered by any U.S. or non-U.S. federal, state, provincial, or territorial securities authority. The Everflow DABS may not be resold or otherwise transferred, subject to applicable law, unless applicable transfer restrictions are waived by the Company in its sole discretion. Any transferee of Everflow DABS must first be approved as eligible and/or accredited investors in accordance with Company procedures.</p> <p>These transfer restrictions may adversely impact an Everflow DABS holder's ability to resell the Everflow DABS and the price at which an Everflow DABS holder may be able to resell the Everflow DABS, if at all. See "Risk Factors" elsewhere in this Memorandum.</p>

Everflow Company Overview

Everflow, Inc. (the "Company" or "Everflow") is a corporation organized under the laws of the State of Delaware. The Company is aiming to provide the capital markets with advanced blockchain technology for improved liquidity and trading, by creating, marketing, and trading Digital Asset Backed Securities. The Company develops and operates on its platform various technologies and systems on the blockchain using state-of-the-art Smart Contracts. The platform is already used by tens of white label trading coins exchanges and runs various projects worldwide. The Company is fully owned by an Israeli company Everflow LTD, controlled by DS Global Finance LTD ("Global Finance"), which has significant experience in asset backed securities offerings and listing on public stock exchange and works closely with international banks and institutional investors.

Everflow's vision is to utilize blockchain technologies to create a tradable market for what were traditionally considered "illiquid assets," by issuing regulatory compliant Digital Asset backed Securities. Everflow facilitates such investments as large-scale real estate assets, funds and other real estate ventures, making investments in these assets more inclusive, thereby opening up these assets to a larger investor audience, which will inject further liquidity into these investments. By using Digital Asset Securities to purchase real estate and other traditionally illiquid assets, Everflow allows investors to take

part in new asset classes ecosystems as to build their own REIT without having to wait needlessly prolonged periods of time to exit their investment positions.

The Offering

The Company, by its offering of Everflow DABS through Everflow DABS Investment Agreements, provides its investors the right to purchase a stake of rights in large-scale digitized real estate assets, in a total aggregate amount up to \$100,000,000,000.00 USD (the "Everflow DABS"), at prices as described in the respective Everflow DABS Investment Agreements entered into by investors (the "Everflow DABS Investment Agreements") and on the Everflow Platform (as defined below) (collectively, the "Offering"). *The Offering is exclusively addressed to **accredited investors*** ("Investors" or "you") as defined by the United States Securities Act of 1933, Rule 506(c) of Regulation D considered a "safe harbor" for the private offering exemption of Section 4(a)(2) of the Securities Act, as amended (the "1933 Act"). The Offering may also be open to non-U.S. accredited investors according to the legislation and restrictions in effect on their own jurisdiction (see further info Appendix to accreditation form), and such investors should consult with their advisors to ensure compliance with these requirements. The minimum subscription required to invest in this Offering is Fifty Thousand and 00/100 USD (\$50,000.00 USD). This Offering will close upon the earlier of (i) the termination by a resolution adopted by the Company, or (ii) 3 months from commencement of the Offering, subject to the right of the Company to extend it by 45 days or modify this Offering.

In order to invest in the Offering, Investors must: (1) complete and sign their Everflow DABS Investment Agreement and the Everflow User Agreement (the "Everflow User Agreement") included in Exhibit B to this Memorandum; (2) deposit the commitment investment in the amount equal to their digital subscription; and (3) deliver all required materials either electronically, or in person, or via recognized courier to:

Everflow INC.
c/o PIERCE MCCOY, PLLC
Attn: Nathaniel R. Pierce, Esq.
85 Broad Street, 17th Floor
New York, NY 10004

In your Everflow DABS Investment Agreement, you will be required to make representations to the Company that you are an accredited investor and/or a sophisticated investor (according to jurisdiction as mentioned above), that you have received this Memorandum and the Exhibits and documents referenced herein and any supplements to this Memorandum, that you understand the risks associated with an investment in the Everflow DABS, that you are aware that the Everflow DAs are subject to significant restrictions on transfer, and that an investment in the Everflow DABS is suitable for you. You should review these representations and other provisions of the Everflow DABS and Offering documents carefully, with adequate counsel or other advisement, before signing. An investment in the Everflow DAs also requires you to provide information concerning registration, your financial condition, your residence, and your social security number.

Pursuant to the applicable exemptions described in this Memorandum, the Everflow DABS will be sold directly to Investors without the assistance of an underwriter.

Management

This Memorandum, the DABS Investment Agreements, and the Everflow User Agreement provide that the holders of the Everflow DAs have very limited decision-making power and authority to govern the affairs of the Company. The Company will be managed by its officers and/or the asset's general partner and/or the asset manager, who have all right, power, and authority acting as the "Directors" of the Company to manage the affairs of the Company and its affiliates to the fullest extent permitted by Delaware law. The officers or experienced management nominated by the Company will also be in charge of decision-making that might arise in the day-to-day operations of the Company and its affiliates.

Suitability for Investors

Investors in Everflow DABS will be required to represent in their Everflow DABS Investment Agreements and applicable KYC questionnaires provided by the Company that they meet the criteria for investment as accredited investors or, in limited circumstances and in the discretion of the Company, sophisticated investors. An investment in the Everflow DABS is speculative in nature and is subject to significant restrictions on transfer, and involves other specific risk depending on the specific assets backing such Everflow DAsDABS. Accordingly, the Everflow DABS are suitable for persons who can afford to lose their entire investment or be prepared to hold it for extended periods of time. The Company reserves the right to reject any Investor, Everflow DABS Investment Agreement, or Everflow User Agreement, completely or in part, for any reason.

Securities Exemptions

Other than applicable registration related to the securities exemption described below, the Company has not registered this Offering or the issuance of the Everflow DABS with the United States Securities and Exchange Commission or the securities authorities of any state, country, or other jurisdiction. **The Everflow DABS are being offered to accredited investors only.** The Company is offering and selling the Everflow DABS in reliance on exemptions from federal and state registration requirements Under SEC Regulation D Section 4(a)(2) and Rule 506(c). Prospective Investors must rely upon their own analysis of the terms of this Offering, the terms of the Everflow DABS Investment Agreement, the terms of the Everflow User Agreement, including the risks involved, in making a decision to invest in the Everflow DABS and each respective asset class described within the Everflow Platform. An investment in the Everflow DABS is suitable only for Investors who can analyze the financial data and risks of an investment for an indefinite period of time and who can afford to lose up to their entire investment. Neither the Company nor the directors or other management make any representations or warranties of any kind with respect to the information provided in the Everflow DA Investment Agreement, the information offered in the Everflow Platform, the value of the Everflow DAsDABS, or any financial returns that may be generated or any tax benefits or consequences that may result from an investment.

Contacts for Information

Prospective investors and their representatives are invited to contact the Company for additional information and to ask questions with respect to this Offering. The Company will be pleased to respond to questions and provide additional information if the information requested is readily available or can be acquired without unreasonable effort or expense. If you have questions or wish to request additional information, please email info@everflow.global

Everflow Digital Assets - Investment Opportunity

Asset Liquidity:

Assets can be classified as either liquid or illiquid. By definition, a liquid asset can fairly quickly and easily be turned into cash, while an illiquid asset cannot. Common liquid assets include currencies and commodities, as well as debt and equity trading on major stock exchanges. Precious metals, such as gold and silver, are often fairly liquid as well. Gold, for example, is an asset with a high market liquidity as it may be sold quickly without having to reduce its price on the market. For an illiquid asset, however, the price of the asset must often be reduced as it is an asset that requires a significant amount of time and effort to convert into cash. Illiquid assets are defined by accountants, banks, and portfolio managers as “long-term investments.” Often, converting illiquid assets into cash quickly involves making price cuts, which in turn increases investment risks, limits financial flexibility, and requires higher yields or interest rates to compensate. Real estate, private equity, infrastructure, and derivatives such as debt instruments, unlisted bonds, bank loans, and mortgages are considered illiquid assets because there is no guarantee that these assets will sell within a certain period at a particular market price.

A huge advantage of the Everflow DA investment platform is that it opens traditional illiquid assets to new and much larger investor populations and makes investing in them more inclusive. This is not only because many more investors can technically participate (a major advantage in its own right), but also because with liquidity and lower minimal investment barriers, many more investors can afford to participate, because they can achieve more diversification for their invested funds with more flexibility and efficiency, when long-term illiquid asset investment no longer requires locking your money for 5-10 years. This Offering is aimed only at qualified investors by its nature and in accordance with laws and regulations, but the Company’s long-term vision is to expand this investment model to other investor groups as markets and technology expands and improves over time.

Illiquidity Issues:

When it comes to illiquid assets, the lack of ready buyers also leads to larger discrepancies between the asking price, which is set by the seller, and the bidding price, which is submitted by the buyer, than would ordinarily be found in a standard market with daily trading activity. The lack of a standard, predictable market can often result in losses for holders of illiquid assets, who are typically investors looking to sell quickly but who are forced to wait for favorable market patterns to emerge. These investors simply cannot risk tying up capital for extended periods.

Liquidating Illiquid Assets – A Case Study:

In 2007, Global Finance, (GR8) LTD, an Israeli Special Purpose Vehicle (SPV), issued and listed \$1 Billion of repackaged illiquid debt, bonds and loans on the Tel Aviv Stock Exchange (TASE). This listing of these once illiquid debts as liquidated bonds enabled marketing these assets to a variety of new investors including mutual funds, institutional investors, and certain high net worth individuals. By reaching these new categories of investors, an excess of demand was reached, which, in turn, led to lower yield levels and greater NAV. As a result, the interest rate for liquid bonds was a third tighter (a whole 250 points!) for five years’ duration. GR8’s ability to liquidate previously illiquid assets created a new market, allowing investors to obtain faster and greater returns than before. This issuance, which was in part managed by individuals who are now on Everflow’s management team, unfortunately involved many fees and expenses to middlemen and other third parties (amounting to 130 annual yield points), which ultimately

deducted from investors' potential gross yields. Everflow's vision is to use advanced blockchain technology to return those fees to its Investors.

What role can technology play in providing liquidity?

Blockchain technology creates an immutable ledger with the potential to transform the real estate and private securities market. The technology can simplify transfer of ownership, bringing new investor audiences, create transparency, reduce administrative burdens, and provide opportunity for greater liquidity.

With liquidity, investors have the flexibility to sell private securities for an efficient market price, increasing marketability and unlocking greater potential asset value for issuers. Many asset categories can benefit, including real estate assets such as limited partner (LP) interests in real estate investment and real estate funds and many other cases when a liquid fractional ownership in land/buildings/assets creates new investment opportunities.

The blockchain is a distributed, digital ledger that provides a way for digital information to be recorded and shared by a community. Each member of a particular blockchain community maintains a copy of all records and a majority of validators must validate any updates before the new information block of records is accepted. The information stored on the blockchain could include transaction ledgers, contracts, transactions, assets, identities, or any other information capable of being digitized and stored. The entries of information on a blockchain are permanent, transparent, and searchable, making it possible for all community members to view transaction histories. This transparency and ease of access fosters trust and security, even more than many conventional methods, giving investors peace of mind regarding their investments.

Blockchain cuts out middlemen in financial transactions, resulting in lower transaction costs at a faster rate. Already, Blockchain has numerous applications including Smart Contracts, peer-to-peer payment systems, crowdfunding, supply chain auditing, file storage, prediction markets, protecting intellectual property rights, network-controlled management of electronic devices (Internet of Things), data management, public databases, and stock trading, among many other uses. Blockchain technology allows the end users in a transaction to remain in control of the process from start to finish.

How does Blockchain technology work?

The general concept of how blockchain technology operates is actually quite simple. Each update on the blockchain community is a new "block" added to the end of the existing "chain." A preset protocol manages how new edits or entries are initiated, validated, recorded, and distributed. Crucially, privacy can also be selectively enforced, allowing varying degrees of anonymity or protection of sensitive information beyond those who have explicitly been given access. With blockchain, cryptology replaces third-party intermediaries, thereby maintaining the integrity of information more efficiently. Complex algorithms ensure that the blockchain community is safeguarded.

Essentially, blockchain operates by various users and has built-in mechanisms to verify and safeguard such entries. It starts with a transaction request. Someone at a computer requests a transaction. This requested transaction is then broadcasted to a P2P network, which consists of computers known as nodes that validate both the transaction and the requesting user's status using known algorithms. These transactions can include a variety of digital information such as cryptocurrency, utilities, contracts,

records, or virtually anything of value that can be digitized. Rather than having a central administrator (like a traditional database), blockchain has a wide network of replicated databases, synchronized via the internet and visible to anyone with approved access to the private network. Once the network of nodes verifies the transaction, the verified transaction is grouped together in an encrypted “block” with other transactions and replicated across the network. Certain authenticated members then validate the new block, which is then timestamped and permanently added to a “chain” of transactions in a linear, chronological order so that it is viewable to all users while also remaining unalterable.

Blockchain’s Utility:

Blockchain is incorruptible and transparent. Incorruptibility is achieved through blockchain’s verification process, as this process results in there being no centralized version of the information. There is simply no centralized point of vulnerability. With no centralized location, hackers cannot corrupt the data without simultaneously accessing every preceding block in the chain across every computer hosting the data. Since the blockchain database is hosted by millions of computers simultaneously, the database is extremely difficult to hack and is public and accessible to anyone on the internet. Moreover, the decentralized nature of blockchain means no single entity can control the distribution of information and there is no single point of failure. Blockchain security measures are developing and including more internal checks, KYC, and other technology developments, making it more durable and not prone to fail from within. Since blockchain security methods utilize encryption, the common security and identity issues in today’s internet are rendered obsolete. Encryption uses public and private keys. A “public key” (a long, randomly-generated string of numbers) is a user’s address on the blockchain. The “private key” is like a password that gives its owner access to the blockchain. Ultimately, if a user stores his data on the blockchain, it is incorruptible.

Transparency is also achieved through blockchain’s decentralized network. Since a blockchain database operates on a peer-to-peer basis, it is almost instantaneously verifiable. Furthermore, the network reconciles every transaction in short intervals, performing a sort of self-auditing function to ensure the integrity of the information. The transparency of blockchain technology, through decentralization, allows for types of mass collaboration not possible before.

What other types of investment markets could Blockchain unlock?:

Blockchain technology can **also** unlock less liquid markets such as over-the-counter derivatives, syndicated loans, and private securities or could free up traditionally illiquid long-term investments such as real estate funds, private equity, infrastructure, hedge funds, and venture capital by providing a marketplace where these interests could be more easily transferred among authorized investors.

How will the Everflow DA issuance affect financial markets?

- Changing one of the investment world’s fundamentals by utilizing blockchain technology.
- Changing the paradigm for short and long-term investments by creating liquidity for long-term assets.
- Establishing a new platform for targeting a wider a range of investor populations.

- Providing direct exposure to a more diverse group of investors to previously illiquid classes of assets and private company interests.
- Providing comprehensive, transparent, and broad supporting data for investors to utilize in making investment decisions.

Why Purchase Everflow DAs as an Investment?

Until now, large real estate ventures were considered a part of private equity. With enhanced liquidity, however, traditional investors would be more able to access their capital that was once tied up for extended periods of time. With Everflow DABS, major real estate investors would now be able to invest in new real estate ventures with these now freed assets. Most importantly, traditional investors would start to realize the advantages of not being locked in a particular investment for 7-10 years.

For accredited/qualified investors: A new world.

Digitizing equity interests in real estate through creating Digital Asset Backed Securities provides numerous benefits to minority investors, resulting in a more diverse portfolio holding that lowers risks and stabilizes investment returns. Through Everflow DABS, minority accredited investors will have access to institutional quality investment opportunities that are limited elsewhere in the marketplace. Furthermore, the Everflow Platform allows those investors to make some direct investment decisions at the individual asset level (according to Smart Contract protocols), enhancing investors' ability to right-size investment exposure (ticket size), which allows investors to take their account size and risk tolerance into consideration when determining the amount to invest in Everflow DABS and the assets that back them, thereby maximizing returns. Combine this control with Everflow's professional management and sponsorship of real estate assets, and investors can feel secure in acquiring Everflow DABS backed by these assets.

Investing in the DABS of real estate assets provides for greater investment returns and increased yield potential as opposed to investing in traditional shares of public companies such as Real Estate Investment Trusts (REITs). Greater investment value is also achieved by the Everflow Platform's lowering of transactional costs by eliminating the fee's and the number of intermediaries necessary to acquire these interests. Investing in Digital Asset Backed Securities involves with more stability in the face of market turnovers. In such cases, the absence of mutual funds and other daily investors obliged to realize upon retail orders "what comes first," holds the market prices on difficult trading days more stable, than trading companies such as REITs. Avoiding traditional public companies also affords more managerial flexibility, avoiding difficult decisions regarding fixed management overhead expenses and previous contractual obligations like social benefits bonuses and slow decision making. Finally, the digitization of real estate assets will create a secondary market for minority investors, resulting in a level of liquidity for these real estate assets not otherwise achievable.

For smaller qualified investors interested in traditionally illiquid assets, DABS based equity ownership opens up a brand-new world. These investors typically did not have the capital necessary for ownership a portion of these assets until now. For the first time, Everflow DABS provide such investors an opportunity to invest in traditionally illiquid assets, thereby diversifying their portfolios while also giving investors the ability to more easily liquidate their investments ,as opposed to tying up capital for extended periods of time, which is not practical for these investors.

Superior Security:

One of Everflow's design goals was to reach a higher level of security compared to other similar offerings. As described herein, Everflow uses a state-of-the-art advanced security protocol in its blockchain and Two Factor Authentication (2FA) and 3FA, using one time password, SMS verification or email verification, fully customized and in any action on the platform; and 256SHA Encryption for all data on the platform encrypted with separate private key for each customer as well as the most powerful firewall tools and Smart Contract standards on the market.

Value:

The Everflow Platform enables the transaction and trading of various assets by using its own designed blockchain for Everflow DABS.

Transparency:

Everflow is committed to transparency, especially when facilitating liquidity by digitization of illiquid assets as described within Everflow Platform. Everflow provides its users with all reasonable information available, accrued on the platform or provided to the Company periodically, starting from trading data to analyses with respect to a particular asset and strives to promote transparency throughout the development process.

What are the advantages of the Everflow Platform?

The Everflow Platform gives Investors financial flexibility, allowing for both long- and short-term durational investments in the same class of assets while also creating a market that is immediately responsive to changing conditions. By unlocking previously illiquid assets, Everflow fosters increased involvement in this arena of assets thereby allowing Investors further diversification of their portfolios. While traditional investment strategies in illiquid assets result in an increase in market volatility, the Everflow platform reduces volatility in comparison to traditional illiquid assets resulting in safer investments. In turn, future macro-economic market changes will occur with Everflow and its Investors leading the way by increasing allocation to long-term investment categories of assets and shortening these assets' duration thereby increasing their liquidity.

Everflow is significantly different from other funds that raise their OWN capital via an ICO:

Funds raising capital through an ICO, tend to invest purely in the issuer and in cryptocurrencies. Many times the funds raised are used for creating or for develop the issuer platform. Everflow is different in that its platform is operative, it regards the DABS as a means to market, invest and deliver real assets combined with improved liquidity to investors . Its investment thesis does not rely on investing in blockchain technology development but rather an alternative means to invest in traditional investments.

Everflow is leading in compliance

The technology underlying the Everflow Platform is only part of the equation to ensure a compliant offering with enhanced liquidity. Everflow has worked to ensure legal compliance and investor protection for investors using the Everflow Platform.

Recently the U.S. Securities and Exchange Commission (the "SEC") maintained enforcement actions against such companies as AirFox, Paragon, Crypto Asset Management, TokenLot, and EtherDelta's founder, which actions fell into one of three categories: (i) ICOs, (ii) investment vehicles investing in Digital Asset Securities and those who advise others about investing in these securities, and (iii) secondary market trading of Digital Asset Securities. Actions regarding Digital Asset Securities focus on when they are considered "securities" for purposes of federal securities laws and if so, what SEC registration requirements apply. The "Crypto Asset Management Order" issued by the SEC on September 11, 2018 found that managers of funds investing in Digital Asset Securities are required to comply with the regulatory and fiduciary obligations under the Investment Company Act of 1940 and the Investment Advisers Act of 1940. Further, any platform that offers trading in Digital Asset Securities and operates as an "exchange" must register with the SEC as a national securities exchange or be exempt from registration. Any entity that provides a marketplace for bringing together buyers and sellers of securities, regardless of the applied technology, must determine whether its activities meet the definition of an exchange under the federal securities laws. The SEC urges entities using blockchain for trading digital assets to carefully review their activities on an ongoing basis to determine whether the digital assets are "securities" and whether their activities cause them to satisfy the definition of an "exchange."

Unlike the companies against which the SEC maintained actions, Everflow plans to maintain full compliance with all applicable SEC laws and regulations. Everflow DAs are clearly defined as securities, and therefore have been designed from the beginning to fully comply with all applicable laws and regulations relating to the issuance and marketing of private securities for investment purposes. Therefore Everflow has established compliance measures and requires verification of buyers as qualified investors in accordance with each country of origin. This is particularly important in light of the recent SEC statements and decisions about ICOs, cryptocurrencies, and tokens. Everflow is working closely with leading law firms and professionals in the industry to ensure full compliance for its investors.

An overview of the method behind Everflow:

Everflow will list and digitize a series of security tokens on its Blockchain database that are connected to various identified illiquid investments. Each investment identified within the Everflow Platform will be grouped into an asset class based on the specific asset type ("Asset"). Each Asset corresponds to a specific class of Everflow DABS. An Everflow DABS is similar to a share class of ownership or rights to a particular investment (as a bond serie) in the Everflow Platform. Thus, with respect to the underlying Asset, an Everflow DABS is the equivalent to an indicium of ownership in the underlying Asset. Investors on the Everflow Platform will have a wallet for each approved account owned, which will reflect the amount of Everflow DABS (the "Wallet").

To be granted access to the Everflow Platform, Investors will submit to a KYC accreditation process whereby only investors who meet certain requirements in order to comply with the non-public offering exemption from registration under the 1933 Act will be eligible. An Investor will then be able to purchase Everflow DAs and exchange them by selecting the Everflow DABS and quantity such Investor wishes to purchase/exchange. The value of each Everflow DABS is tied to the underlying Asset. Everflow will obtain the rights for accredited investors to purchase these interests by forming a Delaware Series Limited Liability Company as a special purpose investment vehicle to hold these rights and secure the respective ownership for each Everflow DABS.

What are Everflow DABS?

Everflow DABS are tradable units of entitlement exchangeable only within the Everflow Platform. They give their owners specific rights, as defined by the Company.

Asset digitization refers to taking illiquid assets, and issuing tradable assets that give holders rights in these assets ("Digitized Asset-Backed Securities"), thereby giving them liquidity, because the assets become tradable.

Digitized Asset-Backed Securities should not be confused with cryptocurrencies such as Bitcoin or utility tokens. Cryptocurrencies are indeed used as a currency and utility token used for purchasing specific products or services, but DABS are legal rights in assets with a dynamic value, affected by potential income and/or appreciation. Everflow DAs can only be purchased in dollars or other FIAT currency approved by the issuer. Once owned, the value of Everflow DAs depends on the value of their collateralized assets.

How does the Everflow Platform function?

Everflow Platform is a blockchain-powered platform for Everflow DABS management and trading. The Everflow Platform utilizes its affiliate blockchain technology that generates compliant asset backed security uploaded to and traded on the transparent and immutable platform.

The supported features of the Everflow Platform include:

- Full transaction history: Presenting an individual transaction history at a glance, filtering options display.
- Full log history: Date, IP, and activity historical logs.
- Deposits: Multi-currency deposit by quick and easy transfer, QR code, and email.
- Withdrawals: Multi-currency withdrawal by transfer, QR code, and email.
- DA and FIAT currency trading: Simple UI, multiple currencies.
- Set sell and buy orders as well as currency pairings.

Everflow Management

Management Team:

Board of directors:

Mr. Ramy Yarden – over 30 years' experience in financial, capital, and real estate markets as an entrepreneur and director of public and private listed companies; co-founder of Global finance LTD.

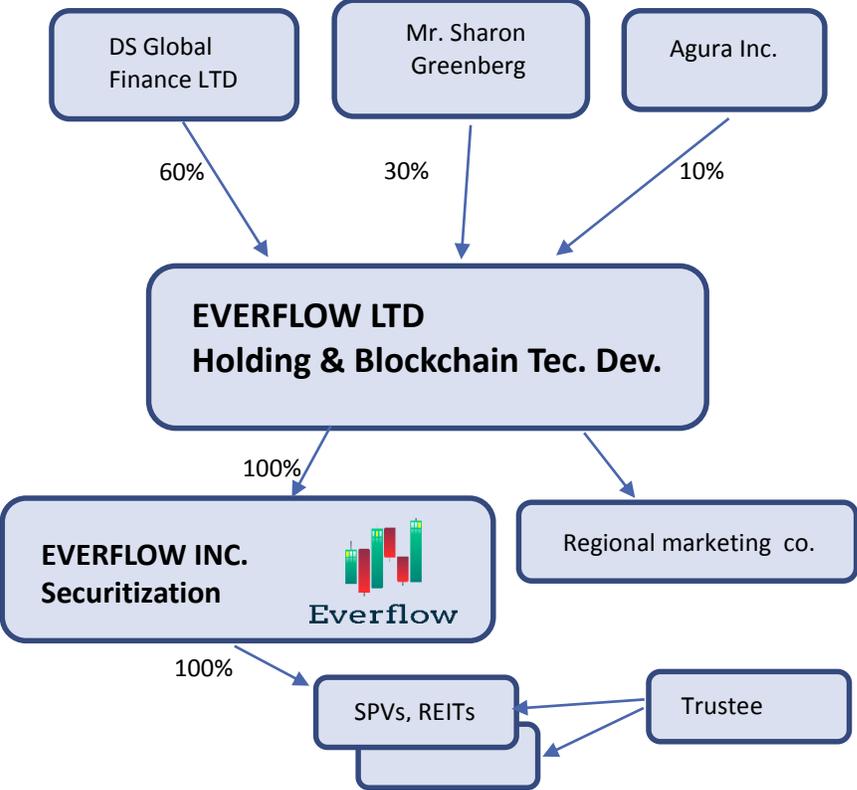
Mr. Sharon Greenberg – over 15 years' experience in executive roles; leadership and entrepreneur in IT and start-up companies, with a broad network of contacts in various vertical markets, including in the high-tech and start-up sphere; co-founder of Agura Inc.

Advisory committee:

Mr. Gideon Tadmor – over 20 years of extensive experience initiating and managing exploration and production projects worldwide; serves as the Chairman of Navitas Petroleum; one of the founders and major drivers behind the success of the Eastern Mediterranean oil and gas industry; co-founder of Global finance LTD.

Everflow Legal Structure

The following chart summarizes the legal structure of the Company related to an Investor's investment in Everflow DAs and how the Company secures ownership in each Asset by the Everflow Platform and the Investor's exchange for Everflow DABS:



Investment Risks & Other Disclosures

Binding Nature of Offering Documents

This Memorandum, the Everflow User Agreement, and Delaware law govern the Company and its internal affairs. This Memorandum, the Everflow DABS Investment Agreement, and the Everflow User Agreement are the principal operating documents and set forth the rights of Investors in the Company's Everflow DAs, and provide for the management and other matters described herein. Delaware law will govern in the event of a conflict in the case of matters not covered by this Memorandum, the Everflow DABS Investment Agreement, the Everflow User Agreement, or other documents described herein.

By investing in the Everflow DABS in this Offering an Investor is consenting to take into account tax matters as set forth in the Everflow DABS Investment Agreement and Everflow User Agreement when calculating their income for tax purposes. This paragraph should not be construed as tax advice. The Company advises all Investors to consult a qualified tax advisor prior to investing in the Everflow DABS.

An investment in the Everflow DABS involves a high degree of risk, including specific risks associated with the Assets backing the Everflow DABS. Investors should carefully consider the following risks, as well as the other information contained in this Memorandum before making an investment in the Everflow DAs offered in the Offering. If any of the following risks actually occur, the Company's business, financial condition, and results of operations may be materially adversely affected and could cause Investors to lose all or part of their investment in the Everflow DABS. The risks and uncertainties described below are not the only risks and uncertainties Investors or the Company may face. Risks may also include potential third party or market condition risks that may affect the ability of the Company to meet the terms described in the Offering documentation. These risks are not an exhaustive list, but simply the material risks that the Directors of the Company (the "Directors"), believe, in their business judgment, to be material to a potential Investor.

There can be no assurance that Investors will receive any distributions or profits from the Company. It is important for Investors to recognize generally that their entire investment in the Everflow DAs is at risk, that losses associated with operating costs paid out of the Company's capital may never be recovered, and that Investors could lose their entire investment in the Everflow DABS. All investments hereunder are completely speculative and subject to no assurances. In addition, the following specific risks may apply:

Investment Risks

Since this Offering is intended to be a private offering exempt from registration under the Securities Act and regulations thereunder and from registration under applicable state securities laws, this Memorandum has not been reviewed or approved by the SEC or any state, international, or other jurisdiction's securities commission, nor have any of the foregoing passed upon or endorsed the merits of this Offering or adequacy of this Memorandum.

There are currently substantial restrictions on transferability of the Everflow DABS. The Everflow DABS are currently illiquid. Until the Everflow network grows, the Everflow DAsDABS are subject to restrictions

on transferability and resale and may not be transferred or resold except as permitted in compliance with the federal and state securities laws and the Everflow User Agreement of the Company, as amended from time to time, which means transfers are severely restricted. Investors should be prepared to lose all of their investment in the Everflow DABS.

Investors should not construe the contents of this Memorandum as legal, investment, or tax advice, and by accepting this Memorandum and subscribing for the Everflow DABSs, Investors represent that they have received no such advice from the Company or the Directors. Each Investor is strongly encouraged to consult his/her/its attorney or tax and financial advisors and to make such detailed investigation of the proposed investment as that prospective Investor deems necessary.

The Company may face risks associated with compliance with various laws and regulations promulgated by applicable governing bodies and entities, including, without limitation, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Jumpstart Our Business Startup Act, and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

Subject to certain limitations, the Directors may make investments outside of the Company without offering them to the Company or the Investors, even if they compete with the Company's investments. Subject to certain limitations set forth in the Everflow DABS Agreement and this Memorandum, the Directors shall not have any obligation to offer to the Company or its Investors investment opportunities, and the Investors acknowledge that the Directors and their affiliates are expressly permitted to make investments through entities other than the Company in properties and investments that would otherwise constitute an investment opportunity for the Company without offering such opportunity to the Company, even if the investments or properties compete with those of the Company.

Risks Related To Regulatory Environment of Token Based Business

Regulation of cryptosecurities, tokens, Digital Asset Securities, and other digital currencies offerings is undeveloped and is likely to evolve rapidly, with potentially adverse consequences. In addition, developments in regulation may alter the nature of Everflow's business or restrict the use of blockchain assets or the operation of Agura or other blockchain networks upon which Everflow will rely.

Regulation of cryptosecurities, tokens, and Digital Asset Securities offerings such as the Offering, cryptocurrencies, Ethereum, blockchain technologies, and cryptocurrency exchanges is currently undeveloped and likely to evolve rapidly, vary significantly among international, federal, state, and local jurisdictions and is subject to significant uncertainty. Some of the Assets in which Everflow will facilitate investments may operate in highly regulated industries. Everflow believes that various legislative and executive bodies in the United States and in other countries are currently considering, or may in the future consider, laws, regulations, guidance, or other actions that may severely impact Everflow's ability to facilitate investment in the Assets. Failure by Everflow and its Affiliates to comply with any laws, rules, and regulations, some of which may not exist yet or are subject to interpretation and may be subject to change, could result in a variety of adverse consequences, including civil penalties and fines.

As blockchain networks and blockchain assets have grown in popularity and in market size, governments and regulatory agencies have begun to take interest in, and in some cases regulate, their

use and operation. The regulation of non-currency use of blockchain assets is of particular relevance to Everflow's business. To the extent that a government or quasi-governmental agency exerts regulatory authority over a blockchain network or asset upon which Everflow's business relies, Everflow's business and an Everflow DABS holder's investment in the Everflow DABS may be adversely affected. Blockchain networks currently face an uncertain regulatory landscape in many jurisdictions that may, in the near future, adopt laws, regulations, or directives that affect the Ethereum network and its users, particularly Ethereum exchanges and service providers that fall within such jurisdictions' regulatory scope. For example, on September 4, 2017, the People's Bank of China announced that initial coin offerings are illegal in the People's Republic of China and that all fundraising activity involving digital token sales should be halted with immediate effect and, on September 29, 2017, the Financial Services Commission in the Republic of Korea prohibited ICOs in the Republic of Korea. In addition, digital token financing and trading platforms are prohibited from undertaking conversions of coins with fiat currencies in China, meaning that digital tokens cannot be used as currency in the market. Cryptocurrencies themselves were not expressly referenced in the announcement. Other jurisdictions, such as the United States, Singapore, the United Kingdom, and Hong Kong, have indicated that the sale or offering of digital tokens could be considered to be securities offerings falling within existing securities laws and regulations.

Moreover, there continues to be a lack of definitive guidance regarding the legal nature of blockchain traded products. To the extent those products may be deemed to be a virtual currency in addition to being a security, it is possible that one or more states in the United States, including New York, as well as other regulators worldwide, including Japan, may take the view that, when Everflow holds Everflow DA for an Asset, such activity constitutes virtual currency or money transmission, or an equivalent type of business activity that may require distinct regulation in such jurisdiction to the extent an Investor is a resident or otherwise associated with such jurisdiction.

The effect of any future legal or regulatory change is impossible to predict, but such laws, regulations, or directives may directly and negatively impact Everflow's business. New or changing laws and regulations or interpretations of existing laws and regulations may adversely impact Everflow's ability to earn returns on investments, the value of the currency in which Everflow may redeem Everflow DAs or otherwise make distributions on Everflow DABS, the liquidity and market price of Everflow DAs, any Everflow DABS holder's ability to access marketplaces on which to trade Everflow DABS, Everflow's ability to operate as an ongoing concern, and the structure, rights, and transferability of Everflow DAs. In extreme circumstances, Everflow may be required to refund money raised through the Offering, which would potentially require Everflow to dispose of investments in a short space of time and at a considerable undervalue, including to the amount originally invested. Therefore, there can be no assurance that any new or continuing regulatory scrutiny or initiatives will not have an adverse impact on the value of the Everflow DAsDABS and otherwise impede Everflow's activities.

The tax characterization of Everflow DABS is uncertain and may result in adverse tax consequences for investors.

The tax characterization of Everflow DABS is uncertain and potential Investors must seek their own tax advice in connection with an investment in Everflow DABS. An investment in Everflow DAsDABS may result in adverse tax consequences to Investors, including withholding taxes, income, corporation or profit taxes, value-added taxes or goods and services taxes, stamp duties or other forms of transactional taxes, and tax reporting requirements. In addition, it is possible that the income

of Everflow would be subject to significant amounts of income and/or withholding taxes. Each potential Investor should consult with and must rely upon the advice of his/her/its own professional tax advisers with respect to the U.S. and non-U.S. tax treatment of an investment in Everflow DAs.

Everflow intends to facilitate investment in Assets in multiple jurisdictions, which exposes it to risks inherent in investments in foreign securities.

Everflow expects to facilitate investment in real estate assets and other illiquid assets, some of which may be based outside the United States. Foreign securities involve certain factors not typically associated with investing in U.S. securities, including risks relating to (i) currency fluctuations and associated conversion costs; (ii) differences between the U.S. and foreign securities markets, including volatility in and relative illiquidity of some foreign securities markets, the absence of uniform accounting, auditing and financial reporting standards, practices and disclosure requirements, and less government supervision; (iii) certain economic and political risks, including potential restrictions on foreign investment and repatriation of capital and the possibility of expropriation or confiscatory taxation; and (iv) the imposition of foreign withholding or other taxes with respect to such investment. Neither Everflow nor its Directors or other management has undertaken to perform a tax or regulatory analysis of implications of investment in companies outside the U.S. and there could be adverse consequences to the Everflow DA holders.

At the time of the Offering Neither Everflow nor its Directors will be registered for the purposes of U.S. securities or any other applicable laws or regulations.

Neither Everflow nor its Directors or any of their respective affiliates, or the Offering, is currently or will be registered under the U.S. Investment Advisers Act of 1940, as amended (the "Advisers Act"), the Investment Company Act, the Securities Act, the Securities and Exchange Act of 1934, as amended (the "Exchange Act"), as a broker-dealer under U.S. securities laws, or under any other applicable international, federal, or state securities, commodity, derivative, or other applicable legal or regulatory regime, and will rely upon an exemption from such laws. Persons, instruments, or offerings registered under the Advisers Act, the Investment Company Act, the Securities Act, the Exchange Act, as a U.S. broker-dealer, and under other legal or regulatory regimes, as applicable, may be required to comply with a variety of disclosure, reporting, compliance, and operating-related obligations intended to protect investors. So long as Everflow, its Directors, and their respective affiliates are not and will not be subject to such requirements, or if such entities fail to adequately comply with such requirements if applicable, an Investor will not have the benefit of such investor protections and will not receive disclosure commensurate with that provided by registered entities.

The Company relies on exemptions from such registration where possible.

The Company relies on a securities exemption under Rule 506(c) of the Securities Act for this Offering. Any requirement for Everflow, the Directors, or any of their respective affiliates to register separately under the Advisers Act, the Investment Company Act, the Securities Act, the Exchange Act, as a broker-dealer under U.S. securities laws, or under any other applicable federal or state securities, commodity, derivative, or other applicable legal or regulatory regime, or any penalty for failure to do so, or any determination that this Offering was not conducted in accordance with applicable laws and regulations, could subject such persons to civil or criminal penalties and fines, which could adversely

impact the ability of Everflow to take the actions outlined in this Memorandum and conduct its business as described in this Memorandum, or at all. Furthermore, such a requirement, penalty, or determination could adversely impact the rights, value, and transferability of the Everflow DAs and impair an Everflow DA holder's ability to recover its investment in the Everflow DAs.

Everflow will rely on complex exemptions from statutes in conducting its business activities.

Everflow will rely on exemptions from various requirements of the Securities Act, the Exchange Act, and the Investment Company Act, in conducting its asset management activities. These exemptions are sometimes highly complex and may in certain circumstances depend on compliance by third parties not controlled by Everflow. If for any reason these exemptions were to become unavailable to Everflow, Everflow could become subject to regulatory action or third party claims and Everflow's business could be materially and adversely affected. For example, the "bad actor" disqualification provisions of Rule 506 of Regulation D under the Securities Act ban an issuer from offering or selling securities pursuant to the safe harbor rule in Rule 506 if the issuer or any other "covered person" is the subject of a criminal, regulatory, or court order or other "disqualifying event" under the rule that has not been waived. The definition of "covered person" includes the following: an issuer's directors, managing members, and executive officers; affiliates who are also issuing securities in the offering; beneficial owners of 20% or more of the issuer's outstanding equity securities; and promoters and persons compensated for soliciting investors in the offering. Accordingly, Everflow's ability to rely on Rule 506 to offer or sell securities to U.S. Persons would be impaired if Everflow or any "covered person" is the subject of a disqualifying event under the rule and Everflow is unable to obtain a waiver. The requirements imposed by regulators are designed primarily to ensure the integrity of the financial markets and to protect investors in investment funds and are not designed to protect Everflow DA holders. Consequently, these regulations could limit Everflow's activities and impose burdensome compliance requirements.

Operating Risks

Risks Inherent in Similar Industries. Seed and early stage companies may experience unexpected problems in the area of development, marketing, financing, and general management, which in some cases cannot be adequately resolved. The value of the Everflow DABS may be susceptible to factors affecting companies similar to the Company, including those that affect Digital Asset Securities, cryptocurrencies, and financial technology companies, and microeconomic and macroeconomic factors to a greater extent than investments in a broader range of securities. Specific risks include those associated with rapidly changing science and technologies, new competing products and improvements in existing products that may quickly render existing products or technologies obsolete, scarcity of personnel with appropriate training, the possibility of lawsuits related to intellectual property rights, exposure to substantial government regulation, and rapidly changing investor and consumer sentiments and preferences with regard to technology sector investments (which are generally perceived as risky).

No History of Operations. The Company has no significant operating history. The pro forma is not based on operating history, but rather was prepared with information provided in good faith by the Directors. There can be no assurances that the Company's operating results will conform to its forecasts. The Company's proposed operations are subject to the general risks inherent in establishing a new business, including, among others, the lack of an operating history on which to base any estimate of future

earnings prospects, the anticipation of losses, and the potential inability to implement business strategies. The Company has developed a business plan to pursue profitable operations, but the Company can make no assurances that it will not, like most new companies, incur substantial start-up expenses and not be profitable in the first year of operation, and, in some cases, for several years.

Management and Control Risks

The Company relies heavily on the personal efforts and effectiveness of certain individuals, who may not always be effective and active in management of the Company. The success of the Company may depend upon the personal efforts and effectiveness of the Directors. There is no assurance that they will continue to be effective or occupy their current roles. There is no assurance that qualified successors will be available if necessary, and no "key man" life insurance has been or is contemplated to be obtained on the Directors. Turnover of key personnel can seriously disrupt a company's business. There can be no assurance that the Directors will be successful in locating or investing in potential companies or investments.

The Company's risk management efforts may not be effective. The Company could incur substantial losses and its business operations could be disrupted if the Company's risk management policies, procedures, and techniques do not sufficiently identify all of the risks it is exposed to, mitigate the risks that it has identified, or identify concentrations of risk or additional risks to which it may become subject in the future.

The Company's growth could strain its personnel resources and infrastructure, and if it is unable to implement appropriate controls and procedures to manage growth, the Company may not be able to successfully implement its business plan. The Company's success will depend, in part, on the ability of the Directors to effectively manage the growth of the Company. To manage the expected growth of the Company's operations and personnel, it will need to hire, train, and manage new employees and continue to improve operational and financial controls and update its reporting procedures and systems. If the Company fails to successfully manage its growth, it will be unable to execute its business plan.

The Company may evaluate, and potentially consummate, acquisitions, which could require significant management attention, disrupt the Company's business, and adversely affect its financial results. The Company's success will depend, in part, on its ability to grow its business. In some circumstances, the Company may determine to do so through the acquisition of complementary businesses and technologies rather than through internal development. The identification of suitable acquisition candidates can be difficult, time-consuming, and costly, and the Company may not be able to successfully complete identified acquisitions. The Company also has never acquired a business before and therefore lacks experience in integrating new technology and personnel.

Conflict of Interest Risks

Some or all of the attorneys, accountants, and other parties retained by the Company will have also been retained by the Directors, or may be affiliated with the Directors. It is expected that the Company will employ or retain attorneys, accountants, and other advisors who may customarily be employed or retained by the Directors and/or affiliates, which could result in conflicts of interest.

Tax Risks

Investors are strongly urged to consult with their own tax advisors as to the tax considerations relevant to an investment in the Company, its assets, or the Everflow DAs. AN INVESTMENT IN THE COMPANY, ITS ASSETS, OR THE EVERFLOW DAS MAY INVOLVE COMPLEX INTERNATIONAL, FEDERAL, STATE, AND LOCAL TAX CONSIDERATIONS, WHICH WILL LIKELY DIFFER FOR EACH INVESTOR. THIS SUMMARY DESCRIBES ONLY SELECT RISKS; IT DOES NOT DESCRIBE ALL THE APPLICABLE RISKS OR TAX-RELATED RISKS AND DOES NOT GENERALLY EXPLAIN THE WORKINGS OF APPLICABLE LAW OR REGULATIONS. EACH INVESTOR SHOULD CONSULT WITH HIS/HER/ITS OWN TAX ADVISOR, AND NO PART OF THIS MEMORANDUM SHOULD BE CONSTRUED AS TAX ADVICE.

Change in tax laws could materially affect expected benefits and detriments. From time to time, there may be proposals in federal and state legislatures that, if adopted, could have significant impact on the economics of the Company, its assets, the Everflow DABS, the Investors, and/or the incentives of the Directors, including regulations related to tax matters.

Legal Compliance Risks

The laws applicable to blockchain technology are changing rapidly and although Everflow seeks to fully comply with all applicable laws there is no guarantee that future changes to existing laws or issuance exemptions may affect this Offering and your investment in the Everflow DABS. Neither the Company nor any of its affiliates (including any entities related to the Everflow DADABS) nor any of their respective representatives, including officers and directors, is providing you with any investment, legal, business or tax advice, nor should you construe anything included or referenced on the Everflow website or within this Memorandum as any such advice.

Everflow Platform Real Estate Investment Risks

Any descriptions of investments on the Everflow Platform are only a preliminary summary of such information, is not complete and is qualified and is provided to the Company by third parties who may make various misrepresentations that Everflow is unable to independently verify. Before making any investment decision with respect to the Everflow DAs, you are advised to carefully read all documents and to consult with your advisors to assist you in making your decision.

Any investment overview and projection and other forward-looking statements about the the real estate related to the Everflow DAs, the applicable real estate market and projections of future results may be forward-looking. These forward-looking statements, including the projections, may be identified by the use of words such as "expects," "anticipates," "intends," "plans," "will," "may" and similar expressions. Forward-looking statements may be based on various assumptions including those described herein.

The market data used was obtained from independent industry sources. The Company has not independently verified the data obtained and they cannot give any assurance of the accuracy or completeness of the data. Forecasts, projections and other forward-looking information obtained from these sources are subject to the same qualifications and the additional uncertainties regarding the other forward-looking statements in this website.

Notices For United States Investors

THE SEC AND ANY AND ALL OTHER APPLICABLE GOVERNING BODIES DO NOT PASS UPON THE MERITS OF NOR GIVE THEIR APPROVAL TO ANY EVERFLOW DADABS OFFERED HEREBY OR THE TERMS HEREOF, NOR DO THEY PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR OTHER SELLING LITERATURE. THE EVERFLOW DAS ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SEC; HOWEVER, NEITHER THE SEC NOR ANY OTHER GOVERNING BODY HAVE MADE AN INDEPENDENT DETERMINATION THAT THE EVERFLOW DAS OFFERED HEREUNDER ARE EXEMPT FROM REGISTRATION.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS OF SAID ACT AND SUCH LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC 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 THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

INVESTING IN THE EVERFLOW DAS INVOLVES A HIGH DEGREE OF RISK (SEE "RISK FACTORS" ABOVE).

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. AN "INVESTOR" MEANS A DULY SUBSCRIBED HOLDER OF AN EVERFLOW DA WHOSE SUBSCRIPTION IS ACCEPTED BY THE COMPANY, INCLUDING INVESTOR(S) AFFILIATED WITH THE DIRECTORS OF THE COMPANY. THESE EVERFLOW DAS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT OR ANY OTHER DOCUMENT IN CONNECTION HEREWITH. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE, INTERNATIONAL, AND ANY OTHER APPLICABLE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS OR FURNISH ANY INFORMATION WITH RESPECT TO THE COMPANY OR THE EVERFLOW DAS BEING OFFERED, OTHER THAN THE REPRESENTATIONS, IF ANY, AND INFORMATION SET FORTH OR REFERENCED IN THIS MEMORANDUM. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, INVESTMENT, OR TAX ADVICE. EACH INVESTOR IS ENCOURAGED TO CONSULT HIS, HER, OR ITS ATTORNEY AND TAX ADVISOR AND TO MAKE SUCH DETAILED INVESTIGATION OF THE PROPOSED INVESTMENT AS THAT PROSPECTIVE INVESTOR DEEMS NECESSARY. THE COMPANY WILL PROVIDE ANY REASONABLY REQUESTED INFORMATION TO

ANY PROSPECTIVE INVESTOR OR HIS, HER, OR ITS REPRESENTATIVES AFTER RECEIVING A WRITTEN REQUEST THEREFOR. THE COMPANY HAS AGREED TO MAKE AVAILABLE TO EACH INVESTOR PRIOR TO SUBSCRIPTION THE OPPORTUNITY TO ASK QUESTIONS AND RECEIVE ANSWERS CONCERNING THE TERMS AND CONDITIONS OF THE COMPANY AND THE OFFERING.

FOR COMPLETE INFORMATION CONCERNING THE RIGHTS AND OBLIGATIONS OF THE PARTIES, REFERENCE SHOULD BE MADE TO THE EVERFLOW DAS, THE EVERFLOW DA INVESTMENT AGREEMENT, AND THE EVERFLOW USER AGREEMENT BETWEEN THE COMPANY AND THE INVESTOR, THE FORMS OF WHICH ARE CIRCULATED WITH THIS MEMORANDUM. THIS MEMORANDUM CONTAINS SUMMARIES, BELIEVED TO BE ACCURATE, OF CERTAIN PROVISIONS OF THOSE AGREEMENTS AND OTHER AGREEMENTS. THE SUMMARIES, HOWEVER, ARE NOT COMPLETE DESCRIPTIONS AND MAY NOT CONTAIN ALL MATERIAL TERMS. ACCORDINGLY, REFERENCE IS HEREBY MADE TO THE ACTUAL DOCUMENTS DELIVERED WITH OR ATTACHED TO THIS MEMORANDUM, OR OBTAINED UPON WRITTEN REQUEST FROM THE DIRECTORS, FOR A THOROUGH UNDERSTANDING OF THIS TRANSACTION. ALL SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY THIS REFERENCE. MOREOVER, TO THE EXTENT THAT THERE ARE DISCREPANCIES BETWEEN THE EVERFLOW DAS, EVERFLOW DA INVESTMENT AGREEMENT, EVERFLOW USER AGREEMENT, OR ANY OTHER SUMMARIZED AGREEMENT AND THIS MEMORANDUM, THE TERMS OF THE ACTUAL AGREEMENT(S) WILL CONTROL.

THIS MEMORANDUM DOES NOT NECESSARILY IDENTIFY, OR PURPORT TO IDENTIFY, ALL OF THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE COMPANY AND THE EVERFLOW DAS; HOWEVER, PROSPECTIVE INVESTORS SHOULD PAY PARTICULAR ATTENTION TO THE INFORMATION UNDER THE SECTIONS OF THIS MEMORANDUM ENTITLED "RISK FACTORS". AN INVESTMENT IN THE COMPANY IS SUITABLE ONLY FOR SOPHISTICATED INVESTORS AND REQUIRES THE FINANCIAL ABILITY AND WILLINGNESS TO ACCEPT THE HIGH RISKS (INCLUDING THE RISK OF TOTAL LOSS OF INVESTMENT) AND LACK OF LIQUIDITY INHERENT IN AN INVESTMENT IN THE COMPANY. INVESTORS IN THE COMPANY MUST BE PREPARED TO BEAR SUCH RISKS FOR AN INDEFINITE PERIOD OF TIME. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S INVESTMENT OBJECTIVES WILL BE ACHIEVED, AND THE VALUE OF THE INVESTOR'S INTEREST IN THE EVERFLOW DAS MAY INCREASE OR DECREASE.

STATEMENTS IN THIS MEMORANDUM ARE MADE AS OF THE EFFECTIVE DATE HEREOF UNLESS STATED OTHERWISE HEREIN, AND NEITHER THE DELIVERY OF THIS MEMORANDUM AT ANY TIME, NOR ANY SALE HEREUNDER, SHALL UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY OTHER TIME SUBSEQUENT TO SUCH DATE.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, A SECURITY IN ANY STATE OR OTHER JURISDICTION IN WHICH, OR TO ANY PERSON TO WHOM, SUCH AN OFFER OR SOLICITATION IS UNLAWFUL. THE DIRECTORS RESERVE THE RIGHT TO MODIFY ANY OF THE TERMS OF THIS OFFERING AND THE SECURITIES DESCRIBED HEREIN.

THIS OFFERING IS MADE SUBJECT TO WITHDRAWAL, CANCELLATION, OR MODIFICATION BY THE COMPANY WITHOUT NOTICE, IN THE SOLE DISCRETION OF THE COMPANY. THE COMPANY RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTION OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE NUMBER OF EVERFLOW DAS SUBSCRIBED BY SUCH PROSPECTIVE INVESTOR.

DISCLOSURES

THERE IS NO TRADING MARKET FOR THE COMPANY'S SECURITIES AND THERE CAN BE NO ASSURANCE THAT ANY MARKET WILL DEVELOP IN THE FUTURE OR THAT THE SECURITIES WILL BE ACCEPTED FOR INCLUSION ON NASDAQ OR ANY OTHER TRADING EXCHANGE AT ANY TIME IN THE FUTURE. THE COMPANY IS NOT OBLIGATED TO REGISTER FOR SALE UNDER EITHER FEDERAL OR STATE SECURITIES LAWS THE SECURITIES PURCHASED PURSUANT HERETO, AND THE ISSUANCE OF THE SECURITIES IS BEING UNDERTAKEN PURSUANT TO RULE 506(c) OF REGULATION D UNDER THE SECURITIES ACT.

ACCORDINGLY, THE SALE, TRANSFER, OR OTHER DISPOSITION OF ANY OF THE EVERFLOW DABSTHAT ARE PURCHASED PURSUANT HERETO MAY BE RESTRICTED BY APPLICABLE FEDERAL OR STATE SECURITIES LAWS (DEPENDING ON THE RESIDENCY OF THE INVESTOR) AND BY THE PROVISIONS OF THE DOCUMENTATION REFERRED TO HEREIN.

THIS MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE INFORMATION OF THE PERSON TO WHOM IT HAS BEEN DELIVERED BY OR ON BEHALF OF THE COMPANY. DISTRIBUTION OF THIS MEMORANDUM TO ANY PERSON OTHER THAN THE PROSPECTIVE INVESTOR TO WHOM THIS MEMORANDUM IS DELIVERED BY THE COMPANY AND THOSE PERSONS RETAINED TO ADVISE THEM WITH RESPECT THERETO IS UNAUTHORIZED.

ANY REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF THE CONTENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY IS STRICTLY PROHIBITED. EACH PROSPECTIVE INVESTOR, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES TO RETURN IT AND ALL OTHER DOCUMENTS RECEIVED BY THEM TO THE COMPANY IF THE PROSPECTIVE INVESTOR'S SUBSCRIPTION IS NOT ACCEPTED OR IF THE OFFERING IS TERMINATED.

NASAA LEGEND

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OF DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFICE.

THESE SECURITIES MAY BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER FEDERAL AND STATE SECURITIES LAWS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO NON-UNITED STATES RESIDENTS

IT IS THE RESPONSIBILITY OF ANY PERSONS OR ENTITIES WISHING TO PURCHASE THE EVERFLOW DAS TO SATISFY THEMSELVES AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT

TERRITORY OUTSIDE OF THE UNITED STATES IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

BY ACCEPTANCE OF THIS MEMORANDUM, PROSPECTIVE INVESTORS RECOGNIZE AND ACCEPT THE NEED TO CONDUCT THEIR OWN THOROUGH INVESTIGATION AND DUE DILIGENCE BEFORE CONSIDERING A PURCHASE OF THE EVERFLOW DAS. THE CONTENTS OF THIS MEMORANDUM SHOULD NOT BE CONSIDERED TO BE INVESTMENT, TAX, OR LEGAL ADVICE AND EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH THEIR OWN COUNSEL AND ADVISORS AS TO ALL MATTERS CONCERNING AN INVESTMENT IN THIS OFFERING.

SUITABILITY STANDARDS

AN INVESTMENT IN THE EVERFLOW DABS LACKS LIQUIDITY AND INVOLVES A HIGH DEGREE OF RISK. ACCORDINGLY, PROSPECTIVE INVESTORS SHOULD (A) HAVE SUBSTANTIAL NET WORTH, (B) HAVE NO NEED FOR LIQUIDITY OF THEIR INVESTMENT, AND (C) BE ABLE TO ASSUME THE RISK OF LOSS FOR THEIR ENTIRE INVESTMENT. EACH INVESTOR SHOULD REVIEW THIS ENTIRE MEMORANDUM, INCLUDING THE "RISK FACTORS" SECTION, BEFORE MAKING ANY INVESTMENT DECISION AND BE PREPARED TO ACCEPT ALL INVESTMENT RISKS.

THE OFFERING WILL ONLY BE OPEN TO "ACCREDITED INVESTORS," AS DEFINED IN REGULATION D OF THE SECURITIES ACT. SEE THE INVESTOR QUESTIONNAIRE FOR THE CRITERIA OF AN ACCREDITED INVESTOR. IN ADDITION, SUBSCRIPTIONS IN THE EVERFLOW DAS WILL ONLY BE ACCEPTED FROM PERSONS WHO CAN MAKE THE REPRESENTATIONS CONTAINED THEREIN OR IN OTHER DOCUMENTS BETWEEN THE COMPANY AND INVESTOR FROM TIME TO TIME. THE SATISFACTION OF THE SUITABILITY STANDARDS DOES NOT NECESSARILY MEAN THAT THE EVERFLOW DAS ARE A SUITABLE INVESTMENT FOR A PROSPECTIVE INVESTOR. THE DIRECTORS OF THE COMPANY MAY MAKE FURTHER INQUIRY WITH ANY PROSPECTIVE INVESTOR AND RESERVE THE RIGHT TO REJECT ANY SUBSCRIPTION OR HEIGHTEN THE SUITABILITY STANDARDS IN THEIR SOLE DISCRETION.

THE DIRECTORS HAVE DETERMINED THAT THE COMPANY WILL NOT BE TREATED AS AN "INVESTMENT COMPANY" UNDER THE INVESTMENT COMPANY ACT OF 1940 OR AS A "PUBLICLY TRADED PARTNERSHIP" UNDER THE INTERNAL REVENUE CODE AND TREASURY REGULATIONS.

PATRIOT ACT RIDER

THE INVESTOR HEREBY REPRESENTS AND WARRANTS THAT THE INVESTOR IS NOT, NOR IS IT ACTING AS AN AGENT, REPRESENTATIVE, INTERMEDIARY, OR NOMINEE FOR A PERSON IDENTIFIED ON THE LIST OF BLOCKED PERSONS MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF TREASURY. IN ADDITION, THE INVESTOR HAS COMPLIED WITH ALL APPLICABLE U.S. LAWS, REGULATIONS, DIRECTIVES, AND EXECUTIVE ORDERS RELATING TO ANTI-MONEY LAUNDERING, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING LAWS:

1. THE UNITING AND STRENGTHENING AMERICA BY PROVIDING APPROPRIATE TOOLS REQUIRED TO INTERCEPT AND OBSTRUCT TERRORISM ACT OF 2001, PUBLIC LAW 107-56, AND

2. EXECUTIVE ORDER 13224 (BLOCKING PROPERTY AND PROHIBITING TRANSACTIONS WITH PERSONS WHO COMMIT, THREATEN TO COMMIT, OR SUPPORT TERRORISM) OF SEPTEMBER 11, 2001.

FORWARD-LOOKING STATEMENT DISCLAIMER

CERTAIN INFORMATION CONTAINED IN THIS MEMORANDUM CONSTITUTES "FORWARD-LOOKING STATEMENTS," WHICH CAN BE IDENTIFIED BY THE USE OF FORWARD-LOOKING TERMINOLOGY, SUCH AS "MAY," "WILL," "SEEK," "SHOULD," "EXPECT," "ANTICIPATE," "PROJECT," "ESTIMATE," "INTEND," "CONTINUE," "BELIEVE," "FAR MORE," OR THE NEGATIVES THEREOF OR OTHER VARIATIONS THEREOF OR COMPARABLE TERMINOLOGY. THESE STATEMENTS ARE NOT GUARANTEES OF FUTURE PERFORMANCE AND ARE SUBJECT TO CERTAIN RISKS, UNCERTAINTIES, AND OTHER FACTORS, MANY OF WHICH ARE BEYOND THE CONTROL OR EXPECTATION OF THE DIRECTORS AND ARE DIFFICULT TO PREDICT. DUE TO THESE VARIOUS RISKS AND UNCERTAINTIES, INCLUDING THOSE SET FORTH UNDER "RISK FACTORS," ACTUAL EVENTS OR RESULTS OR THE ACTUAL PERFORMANCE OF THE EVERFLOW DAS OR THE COMPANY MAY DIFFER MATERIALLY FROM THOSE REFLECTED OR CONTEMPLATED IN SUCH FORWARD-LOOKING STATEMENTS. POTENTIAL INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS.

Notices For Foreign Investors

The contents of this Information Memorandum have not been approved by an authorised person within the meaning of the laws of the European Union. Reliance on this Information Memorandum for the purpose of engaging in any investment activities may expose an individual to a significant risk of losing all of the property or other assets invested.

Notice to prospective European Economic Area ("EEA") investors

This Information Memorandum does not constitute a prospectus for the Prospectus Directive, and has been prepared on the basis that any offer of Everflow DABS in any member state of the EEA which has implemented the Prospectus Directive (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus for offers of Everflow DAs or otherwise will not be subject to such requirements. Everflow has not authorised and does not authorise the making of any offer of Everflow DABS in circumstances in which an obligation arises for Everflow to publish or supplement a prospectus for such offer.

In relation to each Relevant Member State, no offer of Everflow DABS has been, or will be, made to the public in that Member State, other than under the following exemptions under the Prospectus Directive: (a) to any legal entity which is a "qualified investor" as defined in the Prospectus Directive;

(b) to fewer than 150 natural or legal persons (other than "qualified investors" as defined in the Prospectus Directive); or

(c) in any other circumstances falling within article 3(2) of the Prospectus Directive, provided that no such offer of Everflow DABS referred to in (a) to (c) above shall result in a requirement for Everflow to publish a prospectus pursuant to article 3 of the Prospectus Directive, or supplement a prospectus pursuant to article 16 of the Prospectus Directive.

For the purposes of this provision, the expression “an offer of Everflow DABS to the public” in relation to any Everflow DAs in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Everflow DAs to be offered so as to enable an investor to decide to purchase or subscribe for the Everflow DABS, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive.

IN RELATION TO EACH MEMBER STATE OF THE EEA WHICH HAS IMPLEMENTED THE AIFM DIRECTIVE (AND FOR WHICH TRANSITIONAL ARRANGEMENTS ARE NOT/NO LONGER AVAILABLE), THIS INFORMATION MEMORANDUM MAY ONLY BE DISTRIBUTED AND Everflow DAs MAY ONLY BE OFFERED OR PLACED IN A MEMBER STATE TO THE EXTENT THAT: (1) Everflow IS PERMITTED TO BE MARKETED TO PROFESSIONAL INVESTORS IN THE RELEVANT MEMBER STATE IN ACCORDANCE WITH THE AIFM DIRECTIVE (AS IMPLEMENTED INTO THE LOCAL LAW/REGULATIONS OF THE RELEVANT MEMBER STATE); OR (2) THIS INFORMATION MEMORANDUM MAY OTHERWISE BE LAWFULLY DISTRIBUTED AND Everflow DAs MAY OTHERWISE BE LAWFULLY OFFERED OR PLACED IN THAT MEMBER STATE (INCLUDING AT THE INITIATIVE OF THE INVESTOR). IN RELATION TO EACH MEMBER STATE OF THE EEA WHICH, AT THE DATE OF THIS INFORMATION MEMORANDUM, HAS NOT IMPLEMENTED THE AIFM DIRECTIVE, THIS INFORMATION MEMORANDUM MAY ONLY BE DISTRIBUTED AND Everflow DAs MAY ONLY BE OFFERED OR PLACED TO THE EXTENT THAT THIS INFORMATION MEMORANDUM MAY BE LAWFULLY DISTRIBUTED AND Everflow DAs MAY LAWFULLY BE OFFERED OR PLACED IN THAT MEMBER STATE (INCLUDING AT THE INITIATIVE OF THE INVESTOR).

Notice to prospective United Kingdom investors

In the United Kingdom, this Information Memorandum is only distributed to and is only directed at (i) persons who have professional experience in matters relating to investments and fall within article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, (the **Order**); (ii) persons falling within article 49(2)(a) to (d) (“high net worth companies, unincorporated associations etc.”) of the Order; or (iii) any other person to whom it may otherwise lawfully be communicated under the Order (each such person being referred to as a **Relevant Person**). Any person in the United Kingdom that is not a Relevant Person should not act or rely on this Information Memorandum or any of its contents. In the United Kingdom, any activity to which this Information Memorandum relates is only available to, and will only be engaged in with, a Relevant Person.

Notice to prospective Hong Kong investors

The Everflow DABS have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (a) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the **SFO**) and any rules made under the SFO; or (b) insofar as applicable, in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the **CWUMPO**) or which do not constitute an offer to the public within the meaning of the CWUMPO.

No advertisement, invitation or document relating to the Everflow DAs has been or will be issued, or has been or will be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Everflow DABS which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

Notice to prospective Singapore investors

This Information Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore (**MAS**).

The arrangements made by Everflow in relation to the Everflow DAs are also likely to be regarded as a collective investment scheme (**CIS**) for the purposes of the Securities and Futures Act, Chapter 289 of Singapore (**SFA**).

However, no action has been, or will be, taken for the authorisation or recognition of any CIS relating to Everflow or the Everflow DAs under Section 286 or 287 of SFA or registered as a "restricted scheme" with the MAS for the purposes of Section 305 of the SFA.

Accordingly, this Information Memorandum and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Everflow DABS may not be circulated or distributed, nor may Everflow DAs be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than:

(a) to an "institutional investor" within the meaning of Section 4A of the SFA and the Securities and Futures (Prescribed Classes of Investors) Regulations or any other applicable regulations made thereunder; or

(b) pursuant to, and in accordance with, the conditions of the "private placement" exemption in Section 302C of the SFA, pursuant to which offers or invitations in relation to the Everflow DABS (when aggregated with any other offer considered to be a closely-related offer) may be made to up no more than 50 persons in Singapore in reliance on the "private placement" exemption within a period of 12 months.

Notice to prospective Israel investors

The Everflow DAs are being offered pursuant to an exception to the public offering requirements of Israeli Securities Law of 1968 (the **Israeli Securities Law**). Any offering of the Everflow DABS in Israel will be exclusively made to, and directed at, Qualified Investors, as defined in Schedule 1 of the Israeli Securities Law. Accordingly, this Information Memorandum and/or any other offering materials relating to the Everflow DABS may be made available in Israel solely to Qualified Investors. None of the Offering, or the interests, or any constituent material of the foregoing, has been reviewed, qualified or approved by the Israeli Securities Authority or any other government or regulatory body.

Notice to prospective investors in the People's Republic of China

Following the joint announcement by the People's Bank of China along with six other ministries of the People's Republic of China on 4 September 2017, respectively, the Cyberspace Administration of China, the Ministry of Industry and Information Technology of the People's Republic of China, the State Administration for Industry and Commerce of the People's Republic of China, the China Banking Regulatory Commission, the China Securities Regulatory Commission and the China Insurance Regulatory Commission, initial coin offerings and other forms of digital token financing are prohibited in the People's Republic of China. Accordingly, the distribution of this Information Memorandum in or into the People's Republic of China is restricted and no invitation is made by this Information Memorandum or the information contained herein to enter into, or offer to enter into, any agreement to purchase, acquire, dispose of, subscribe for or underwrite any Everflow DABS or other securities or structured products in the People's Republic of China. This Information Memorandum is being communicated only to persons outside the People's Republic of China and has not been reviewed by any regulatory authority therein.

Notice to persons in the Russian Federation

Neither the issuance of the Everflow DABS nor a securities prospectus in respect of the Everflow DAs DABS has been registered, or is intended to be registered, with the Central Bank of Russia (the **CBR**) and no decision to admit the Everflow DABS to placement or circulation in the Russian Federation has been made, or is intended to be made, by the CBR or a Russian stock exchange. The Everflow DAs are not eligible for offering or circulation in the Russian Federation and may not be sold or offered in the Russian Federation unless and to the extent otherwise permitted under Russian law. Information set forth in this Information Memorandum is not an offer, advertisement or invitation to make offers, to sell, exchange or otherwise transfer, the Everflow DABS in the Russian Federation or to or for the benefit of any Russian person or entity and must not be distributed or circulated in the Russian Federation, unless and to the extent otherwise permitted under Russian law.

Notice to persons in the Republic of Korea

Following the announcement by the Financial Services Commission on 29 September 2017, initial coin offerings are prohibited in the Republic of Korea. Accordingly, the distribution of this Information Memorandum in or into the Republic of Korea is restricted and no invitation is made by this Information Memorandum or the information contained herein to enter into, or offer to enter into, any agreement to purchase, acquire, dispose of, subscribe for or underwrite any Everflow DABS or other securities or structured products in the Republic of Korea. This Information Memorandum is being communicated only to persons outside the Republic of Korea and has not been reviewed by any regulatory authority therein.

Additional Information

This Memorandum incorporates important business and financial information about the Company that is not included in or delivered with this Memorandum, the Everflow DABS Investment Agreement, or the Everflow User Agreement. In addition to this Memorandum, the Everflow DA Investment Agreement, and the Everflow User Agreement, the Investor should rely only on the information contained in this Memorandum and in the other documents that have been incorporated by reference into this Memorandum or delivered with this Memorandum. The Company has not authorized anyone to provide Investors with information that is different from or in addition to the information contained in this Memorandum or incorporated by reference into this Memorandum. The Company does not file annual, quarterly, or current reports, proxy statements, or other information with the SEC under the Securities Act or the Exchange Act. Please call the SEC at 1-800-SEC-0330 or visit their internet website at <http://www.sec.gov> for further information that may be publicly available.

This Memorandum incorporates information by reference, which means that it discloses important information to Investors by referring to other documents. The information incorporated by reference is deemed to be part of this Memorandum, except to the extent superseded by information contained herein or by information contained in documents after the date of this Memorandum.

Other information and documents incorporated by reference are available without charge to Investors, by requesting them in writing, by telephone, or via the Internet at:

Everflow INC.
c/o PIERCE MCCOY, PLLC
Attn: Nathaniel R. Pierce, Esq.
85 Broad Street, 17th Floor
New York, NY 10004

Any information contained on the Company's website or any communications you may have with any agent of the Company not embodied in this Memorandum does not constitute a part of this offering Memorandum.

EXHIBIT B – INVESTORS SUBSCRIPTION PACKAGE

Everflow DABS Investment Agreement

Schedule 1.a – Digital Securities Investment & Description

Everflow User Agreement

Everflow DABS Investment Agreement

THIS SECURITY INSTRUMENT AND THE ISSUANCE OF DIGITAL SECURITIES HEREUNDER TO THE SUBSCRIBER HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD, OR OTHERWISE TRANSFERRED, PLEDGED, OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

DIGITAL SECURITY INVESTMENT AGREEMENT

THIS DIGITAL SECURITY INVESTMENT AGREEMENT (this “Agreement”) is entered into as of the effective date set forth on the signature page attached hereto (“Effective Date”) by and between Everflow, Inc., a Delaware stock corporation (the “Company”), and the subscriber named on the signature page attached hereto (“Subscriber”) (Company and Subscriber each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, The Company is in the business of facilitating and developing various technologies and systems including a blockchain, trading platform, and other related technology for the purpose of facilitating traditional investment and market activity for illiquid real estate and other asset classes by the issuance of Digital Securities secured by such underlying assets;

WHEREAS, The Company desires to issue to the Subscriber and Subscriber wishes to purchase from the Company the right to certain units of Everflow Digital Securities (as defined below), subject to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Purchase of the Digital Securities.

a. **Subscription.** Subject to the terms and conditions of this Agreement and the Everflow User Agreement (as defined below), the Company hereby issues to Subscriber, and Subscriber hereby purchases and acquires from Company, Digital Asset Backed Securities in the amount set forth in **Schedule 1.a.** relating to the Digital Securities referenced in **Schedule 1.a.** attached hereto and incorporated herein (the “Digital Asset Backed Security” or collectively the “Everflow Digital Securities” or DABS). The Everflow Digital Asset Backed Securities shall be subject to any subsequent issuance, conversion, merger, acquisition, dilution, accretion, swap, exchange, or similar transaction in accordance with the terms and conditions of the Everflow User Agreement.

b. **Purchase Price.** In consideration for the issuance of the specified Everflow Digital Securities: :

- (i) Subscriber shall pay and deliver the current purchase price for such Digital Asset Backed Securities as shown in the Company's blockchain technology platform (the "Platform") to Company at or prior to the Closing through the Platform (the "Purchase Price");
- (ii) Subscriber shall execute a consent certificate, as attached hereto and incorporated herein as **Exhibit 1.b.(ii)** agreeing to be bound by the terms and conditions set forth in the Everflow User Agreement (the "User Agreement Consent").

c. **Term.** This Agreement shall begin on the Effective Date hereof and end upon the Closing Date (as defined below) (the "Term").

d. **Subscriber Rights and Duties.** Subscriber shall have those rights and duties more specifically ascribed to the Everflow Digital Securities by the terms and conditions of that certain User Agreement of the Company, as may be further amended from time to time, attached hereto and incorporated herein as **Exhibit 1.d.** (the "Everflow User Agreement"). Further, without limiting or expanding the terms and conditions of this Agreement or the Everflow User Agreement, Subscriber hereby acknowledges and agrees that the Everflow Digital Securities subscribed for herein may be reduced or otherwise diluted in accordance with the terms and conditions of the Everflow User Agreement.

2. Closing Date.

a. **Closing Date.** The closing of Subscriber's purchase of the Everflow Digital Securities shall be deemed to be closed and consummated upon the satisfaction of the following "Conditions Precedent to Closing" (the "Closing Date"):

- (i) Subscriber's execution and delivery of this Agreement to Company in accordance with the Everflow User Agreement; (inc kyc?)
- (ii) Subscriber's execution and delivery of the User Agreement Consent;
- (v) Subscriber's delivery of the Purchase Price to Company through the Platform; and
- (vi) Company's execution and delivery of this Agreement.

b. **Closing Conditions Completion.** All transactions effected at the Closing Date shall be deemed to occur simultaneously at such time, and no transaction shall be deemed complete, and no document delivered, until all transactions are completed and all documents delivered.

3. Representations and Warranties.

a. **Company's Representations and Warranties.** The Company represents and warrants to Subscriber only that:

(i) Status. The Company is a stock corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and has all powers required to carry on its business as now owned and conducted.

(ii) Conditions Precedent. All action on the part of the Company necessary for the authorization, execution, and delivery of this Agreement, the performance of all obligations of the Company hereunder, and the authorization, issuance (or reservation for issuance), sale, and delivery of the Everflow Digital Securities sold

hereunder has been taken or will be taken prior to the Closing Date, and this Agreement constitutes the valid and legally binding obligations of the Company, enforceable in accordance with its respective terms.

(iii) Everflow Digital Asset Backed Securities. IN ISSUING THE EVERFLOW DIGITAL SECURITIES TO THE SUBSCRIBER THE COMPANY IS RELYING ON AN APPLICABLE EXEMPTION FROM THE SECURITIES ACT AND APPLICABLE EXEMPTIONS UNDER STATE SECURITIES LAWS; HOWEVER, THE COMPANY SPECIFICALLY DISCLAIMS ANY REPRESENTATION AND MAKES NO ASSURANCES THAT THE OFFER, SALE, OR PURCHASE OF ANY EVERFLOW DIGITAL SECURITIES WILL BE DEEMED “COMPLIANT” BY ANY REGULATORY AUTHORITY. SUBSCRIBER SHOULD NOT CONSTRUE THE EVERFLOW DIGITAL SECURITIES AND THEIR PURCHASE OR THE REPRESENTATIONS IN THE COMPANY’S CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM, AS AMENDED, AS LEGAL, INVESTMENT, TAX, REGULATORY, FINANCIAL, ACCOUNTING, OR OTHER ADVICE. PRIOR TO OFFERING, SELLING, OR PURCHASING THE EVERFLOW DIGITAL SECURITIES, THE SUBSCRIBER SHOULD CAREFULLY REVIEW ANY RISK FACTORS THAT ARE PROVIDED THERIN AND CONSULT WITH HIS/HER/ITS OWN LEGAL, INVESTMENT, TAX, ACCOUNTING, AND OTHER ADVISORS TO DETERMINE THE POTENTIAL BENEFITS, BURDENS, RISKS, AND OTHER CONSEQUENCES OF SUCH TRANSACTION. THE TAX TREATMENT OF THE EVERFLOW DIGITAL SECURITIES AND THE PURCHASE RIGHTS CONTAINED THEREIN AND ANY TOKEN DISTRIBUTION IS UNCERTAIN. THERE MAY BE ADVERSE TAX CONSEQUENCES FOR INVESTORS UPON CERTAIN FUTURE EVENTS. AN INVESTMENT PURSUANT TO THIS AGREEMENT AND THE PURCHASE OF EVERFLOW DIGITAL SECURITIES PURSUANT HERETO MAY RESULT IN ADVERSE TAX CONSEQUENCES TO INVESTORS OR ISSUERS, INCLUDING WITHHOLDING TAXES, INCOME TAXES, SALES OR USE TAXES, AND TAX REPORTING REQUIREMENTS. EACH ISSUER OR INVESTOR SHOULD CONSULT WITH AND MUST RELY UPON THE ADVICE OF HIS/HER/ITS OWN PROFESSIONAL TAX ADVISORS WITH RESPECT TO THE UNITED STATES AND NON-TAX TREATMENT OF AN INVESTMENT IN THE EVERFLOW DIGITAL SECURITIES AND THE RIGHTS CONTAINED THEREIN.

b. ***Subscriber’s Representations and Warranties.*** Subscriber represents and warrants to the Company that:

(i) Subscriber has been furnished with, and has carefully read the Company’s related Confidential Private Placement Memorandum, as amended, and understands and legal nature of the Everflow Digital Securities and is familiar with and understands the terms of this Agreement and the Everflow User Agreement. With respect to tax and other financial and economic considerations involved in his/her/its subscription hereunder, Subscriber is not relying on the Company’s assistance or resources. Subscriber has carefully considered and has, to the extent he/she/it believes such discussion necessary, discussed with Subscriber’s professional legal, tax, accounting, and financial advisors the suitability of an investment in the Company, by purchasing the Everflow Digital Securities, for the Subscriber’s particular tax and financial situation and has determined that the investment being made by Subscriber under the terms of this Agreement and the Everflow User Agreement is a suitable investment for Subscriber.

(ii) Subscriber has reviewed the Everflow User Agreement and agrees to be bound by all of the terms, conditions, and provisions thereof.

(iii) Subscriber recognizes that the purchase of the Everflow Digital Asset Backed Securities involves a high degree of risk, subject to its asset class nature and is suitable only for those of adequate financial means who have no need for liquidity in this investment, in that (A) it may not be possible to liquidate the investment in the event of emergency; (B) transferability is extremely limited; and (C) in the event of a disposition, a complete loss of investment could occur.

(iv) Subscriber acknowledges that he/she/it (A) is competent to understand and does understand the nature of the investment, and (B) is able to bear the economic risk of the investment.

(v) Subscriber represents that the Everflow Digital Asset Backed Securities are being purchased for his/her/its own account, for investment, and not for distribution or resale to others. Subscriber agrees that he/she/it shall not sell, transfer, convert, pledge, or otherwise dispose of the Everflow Digital Securities or any portion thereof unless they are registered under the Securities Act or unless an exemption from such registration is available.

(vi) Subscriber consents that the Company may, if it desires, may permit transfer of the Everflow Digital Asset Backed Securities by the Subscriber only when the request for transfer is accompanied by an opinion of counsel satisfactory to the Company that neither the sale, conversion, pledge, nor the proposed transfer results in a violation of the Securities Act or any applicable state "blue sky" laws (collectively, "Securities Laws"). Subscriber agrees to hold the Company and its managers, officers, and controlling persons, representatives, and their respective heirs, representatives, successors, and assigns harmless and to indemnify them against all liabilities, costs, and expenses, including, without limitation, attorneys' fees, incurred by them as a result of any sale, transfer, conversion, pledge, or distribution by such Subscriber in violation of any Securities Laws or breach of any representation or warranty herein.

(vii) Subscriber hereby represents that the Company has furnished a copy of, or otherwise made available for inspection, all relevant data or information related to the operations, affairs, and management of the Company. Subscriber represents further that all information regarding the Company that was requested or desired has been furnished; that all other documents that could be reasonably provided have been made available for inspection and review; and that Subscriber has been afforded the opportunity to ask questions of and receive answers from duly authorized officers and/or other representatives of the Company concerning the terms and conditions of this Agreement and any additional information that has been requested.

4. **Investment Restrictions.** Subscriber acknowledges that there is a very limited public market for the Everflow Digital Securities. Subscriber understands that, absent registration under the Securities Act, the Everflow Digital Securities generally may only be publicly sold pursuant to Rule 144 (the "Rule") promulgated under the Securities Act. The Rule permits, subject to all of its terms and conditions, the public resale (in limited amounts) of securities acquired in nonpublic offerings without having to satisfy the registration requirements of the Securities Act. Subscriber further understands that the Company makes no representation or warranty regarding its fulfillment in the future of any reporting requirements under the Securities Exchange Act of 1934, as amended, or its dissemination to the public of any current financial or other information concerning the Company, which in most circumstances is required by the Rule as one of the conditions of its availability. Accordingly, Subscriber recognizes that, notwithstanding the existence of a public market for the Everflow Digital Asset Backed Securities, he/she/it may not be able to take advantage of the resale provisions of the Rule and may be unable to publicly offer or sell any of such Everflow Digital Securities .

5. **Notices to Subscriber; Restriction.**

a. ***Notice.*** THE EVERFLOW DIGITAL ASSET BACKED SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND ARE BEING OFFERED AND SOLD IN RELIANCE ON SECTION 4(A)(2) OF THE SECURITIES ACT, AS AMENDED, AND IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE LAW. THE EVERFLOW DIGITAL SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE

COMMISSION OR OTHER FEDERAL OR STATE REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS SALE OR THIS AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND OF NO EFFECT.

b. **Restriction.** The Everflow Digital Asset Backed Securities are subject to restrictions on transferability and resale and may not be transferred, exchanged, pledged, converted, or resold except by Everflow Platform, as permitted under the Securities Act and applicable state securities laws, pursuant to registration or exemption therefrom.

6. **Miscellaneous Provisions.**

a. **Binding Effect.** The provisions of this Agreement are binding on and will inure to the benefit of the heirs, personal representatives, successors, and permitted assigns of the Parties.

b. **Attorneys' Fees.** In any legal action or other negotiation or proceeding brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses. The non-prevailing Party in any legal action brought pursuant to or arising out of this Agreement shall pay to the prevailing Party all costs and fees incurred by such Party in such action, including, without limitation, all reasonable attorneys' fees and out-of-pocket expenses and all other reasonable costs of enforcement of the terms and conditions hereof. As used herein, the "prevailing Party" means the Party in whose favor a final judgment, order, or decree is rendered or entered.

c. **Entire Agreement.** This Agreement, together with any Schedules and Exhibits attached hereto or other documents referenced and incorporated herein, constitutes the entire agreement between the Parties pertaining to its subject matter, and it supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties relating to the subject matter hereof. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all Parties.

d. **Waiver; Severability.** The waiver by any Party to this Agreement of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any Party. If any term or provision of this Agreement or the application thereof to any Person or circumstance becomes, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

e. **Further Assurances.** Each Party agrees that it will execute and deliver such further instruments, provide all information, and take or forbear such further acts as may be reasonably necessary to carry out the intent and purpose of this Agreement.

f. **Authority.** Each individual executing this Agreement on behalf of a corporation or other entity warrants that he is authorized to do so and that this Agreement will constitute the legally binding obligation of the corporation or other entity that such individual represents.

g. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without reference to its conflicts of laws rules.

h. **Counterparts.** This Agreement may be executed in any number of counterparts through manual, electronic, or facsimile, each of which shall be an original but all of which together will constitute one (1) instrument, binding upon all Parties hereto, notwithstanding that all of such Parties may not have executed the same counterpart.

i. **Definitions.** Capitalized terms used in this Agreement, not otherwise ascribed, specifically defined, and plainly required in the context of the text, shall have that meaning assigned to them in the Everflow

User Agreement. Capitalized terms not defined in this Agreement, or the Everflow User Agreement, or as otherwise provided in this Agreement, shall have that meaning assigned to them in the Delaware General Corporation Law, as amended.

j. **Notices.** Any notice or other communication given hereunder shall be deemed sufficient and delivered if in writing and sent by registered or certified mail, return receipt requested, overnight mail or courier, addressed to the Parties at their addresses set forth on the signature page hereto.

k. **Disputes; Equitable Relief.** The Parties hereby agree that any dispute or controversy arising out of, relating to, or in connection with the interpretation, validity, construction, performance, breach, or termination of this Agreement must be exclusively filed or initiated in the state or federal courts located in state of New York. The Parties may, without limiting any other remedies, rights, or recourse under the laws of state of New York, apply and pray to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary without posting an injunction bond.

[Remainder of this page intentionally left blank]

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and agreed to the terms hereof as of January 4, 2019.

COMPANY:

Everflow, Inc.
a Delaware stock corporation

By: _____

Name: _____

Title: _____

Address: _____

SUBSCRIBER:

a/an _____

By: _____

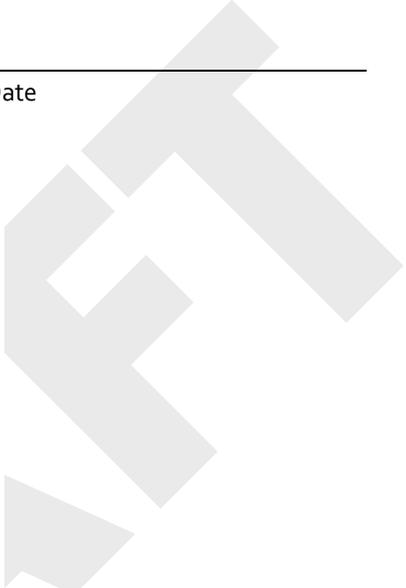
Name: _____

Title (if applicable): _____

Address: _____

Date

Date



Schedule 1.a.

Digital Securities Investment Amount

Quantity of Digital Securities	Total Subscription Price	Subscriber's Initials

*Digital Securities Asset Description**

Digital Asset ID:	11E44th. NY
Physical Specs.:	18 Story, 134,215 sf – 18,146 commercial-retail, 116,069 sf. Office.
Initial Owner:	Alon Partners, LP
Interest Type:	50% Limited Partnership Interest
Asking Price:	\$20,000,000.00 USD
Price Per Digital Unit:	\$10,000.00 USD per digital security unit

****A more comprehensive overview of the Digital Asset Backed Securities Asset is available to all Users considering investment within the Everflow Platform***

Exhibit 1.b.(ii)

Subscriber User Agreement Consent Certificate

Pursuant to the User Agreement of Everflow, Inc., a Delaware stock corporation (the "Company"), as the same may be amended and restated from time to time in accordance with the terms therein, the undersigned individual or entity hereby consents, as of the date identified below, to being hereafter bound by and a party to the terms and conditions of the aforementioned User Agreement.

SEEN, ACKNOWLEDGED, AND AGREED TO

SUBSCRIBER:

a/an _____

By: _____

Name: _____

Title (if applicable): _____

_____ Date



**USER AGREEMENT
OF
EVERFLOW, INC.**

THIS USER AGREEMENT ("Agreement") of Everflow, Inc., a Delaware stock corporation (the "Company"), is adopted as of January 1, 2019 ("Effective Date"), by and between the Company and consented to by the Subscribers, as each is defined in his/her/its respective Digital Security Investment Agreement, (herein each referred to as a "User" and collectively the "Users") (each User and the Company a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the Users are the record and beneficial owners of all the current authorized, issued, and outstanding Company Digital Asset Backed securities (the "**DABS**"), pursuant to Digital Asset Backed securities investment agreements entered into by and between each User and the Company (each a "Digital securities Investment Agreement" and collectively the "Digital securities Investment Agreements"); and

WHEREAS, the Parties hereto believe it to be in the best interest of the Company and the Users to establish certain restrictions upon the disposition or Transfer (as defined herein below) of the Digital securities and the Parties' rights and obligations related thereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto agree as follows:

AGREEMENT

ARTICLE 1 – GENERAL PROVISIONS

1.1 Definitions. Capitalized terms used in this Agreement, unless specifically defined herein by the use of quotations, or plainly required in the context of the text, shall have that meaning assigned to them in the Token Investment Agreements.

ARTICLE 2 – RESTRICTIONS ON TOKENS

2.1 Digital securities Defined. As used in this Agreement, "Digital securities" includes all Digital securities of the Company issued or issuable pursuant to Digital securities Investment Agreements, now owned or hereafter acquired by Users. The Users currently own the Digital securities set forth in the Company's Blockchain technology platform (the "Platform"). Each User hereof owns, possesses, and holds the rights and obligations described in this Agreement by the fact of having been issued Digital securities. Each Token may be used to obtain an interest in certain classes of assets, at the prices and supported by such assets as are shown in the Platform. Users acknowledge and agree that the Platform contains the most up-to-date information related to the Digital securities and the asset classes, including, without limitation, all pricing information.

2.2 Restrictions on Transfer by Users.

2.2.1. Except as specifically authorized in this Agreement or upon the Company's prior written consent, the Users shall not and may not, sell, exchange, deliver, or assign, dispose of, bequeath, give, pledge, mortgage, hypothecate, or otherwise encumber (each of the foregoing defined as a "Transfer"), or permit to be Transferred, whether

voluntarily, involuntarily, or by operation of law (including, without limitation, under the laws of bankruptcy, insolvency, creditors' rights, intestacy, descent, and distribution and succession), all or any of the Digital securities now owned or hereafter acquired by such User.

2.2.2. Unless such Transfer complies with the terms of this Agreement the Company shall not be required (i) to cause its Platform or any books and records to reflect any of the current Users' Digital securities that have been transferred in violation of any of the provisions set forth in this Agreement, or (ii) to treat as transferee or owner of such Digital securities transferred in violation of any of the provisions set forth in this Agreement.

2.2.3. Any transfer authorized by this Agreement shall not be deemed effective or complete unless fully transacted on the Platform of the Company and the respective Blockchain for the User's Digital securities asset class.

2.3 Permitted Transfers. Notwithstanding any provisions in this Agreement to the contrary, the Users are only authorized and entitled to transfer, exchange, deliver, or otherwise convey their Digital securities as facilitated through the Everflow Platform (a) upon express consent and approval of the Company to any other User hereunder that also qualifies as an accredited investor that has also agreed to the terms of this Agreement, the Everflow DA Investment Agreement, and any other agreement or consent required by the Company in its sole discretion; or (b) to the Company pursuant to the terms of this Agreement (each a "Permitted Transfer" and each recipient of a Permitted Transfer is a "Permitted Transferee").

2.3.1. Users shall make no disposition or Transfer of the Digital securities (other than a Permitted Transfer) unless and until the Company is provided with written assurances, in form and substance satisfactory to the Company in its sole discretion, that there is compliance with all of the following requirements which include, but are not limited to:

(a) The Users have comply with all requirements of this Agreement applicable to the disposition or Transfer of the Digital securities.

(b) The Users affirm that any contemplated or actual disposition or Transfer does not require registration of the Digital securities under the Securities Act of 1933, as amended ("1933 Act"), or all appropriate action necessary for compliance with the registration requirements of the 1933 Act or any exemption from registration available under the 1933 Act (including Rule 144 promulgated thereunder) has been taken.

(c) The Company determines in its sole discretion that any contemplated or actual disposition or Transfer does not require registration of the Company as a broker-dealer under the Securities Exchange Act of 1934 ("Exchange Act") and such Transfer falls under an exemption from registration available to the Company.

2.4 Agreement Binding Upon Transferees of the Users. In the event that, at any time or from time to time, any Digital securities owned by a User are Transferred to any Permitted Transferee pursuant to any provision hereof, the Permitted Transferee shall take such Digital securities subject to all provisions, conditions, and covenants of this Agreement, and, as a condition precedent to such Transfer, the Permitted Transferee shall agree (for and on behalf of himself/herself/itself, his/her/its legal representative(s), and his/her/its transferee(s) and assign(s)) in writing, to be bound by all provisions of this Agreement as a Party hereto and in the capacity of a User. In the event there is any Permitted Transfer to any Permitted Transferee pursuant to any provision of this Agreement and in compliance with the provisions of this Article 2, all references in this Agreement to the Users or to any User shall thereafter be deemed to include such Permitted Transferee, and the provisions hereof shall thereafter be applicable to such Permitted Transferee.

2.5 Digital securities Transfer Record. The Digital securities and the names and addresses of each User are recorded as part of the Company's Platform, in accordance with the terms and conditions described in the Everflow Network and Asset Platform Whitepaper, as amended from time to time (the "Whitepaper").

2.5.1. Any Transfer or issuance of Digital securities, regardless of whether recorded on the Company's Platform, shall not be recognized by the Company as valid unless the Transfer or issuance is in strict compliance with all provisions of this Agreement.

2.5.2. Each User agrees that from time to time the Company may require the User to certify with respect to a Transfer within the provisions hereof, evidence of his/her/its compliance with this Agreement as may be reasonably required by the Company or counsel for the Company. !!!

2.6 Securities Laws Compliance. The Digital securities have not been registered under the 1933 Act and have been issued to the Users in reliance upon the exemption from such registration provided by SEC Rule 701 or Article 4(a)(2) of the 1933 Act. The Users hereby acknowledge that the Digital securities are restricted securities under the 1933 Act and may not be resold or Transferred unless the sale is first registered under the applicable federal and state securities laws or unless an exemption from such registration is available. Accordingly, the Users hereby acknowledge the Users are prepared to hold the Digital securities for an indefinite period and that the Users are aware that SEC Rule 144 issued under the 1933 Act, which exempts certain re-sales of unrestricted securities, is not presently available to exempt the resale or Transfer of the Digital securities from the registration requirements of the 1933 Act.

2.7 Fees. Transfers of Digital securities under this Agreement are subject to fees attached hereto as **Exhibit 2.7**, as may be amended or updated in the sole discretion(?! Could be problematic) of the Company from time to time (the "Fee Schedule") as determined and implemented by the Company, in the form of a portion of such Tokens being transferred. Company may collect such fees automatically through its Platform upon such Transfer without notice or obligation to User. The amounts to be charged referenced on the Fee Schedule are in the sole discretion of Company, and may be adjusted or altered in the Company's sole discretion from time to time, without notice to Users.

ARTICLE 3 – MARITAL DISSOLUTION OR LEGAL SEPARATION

3.1 Special Purchase Right. In connection with the dissolution of a User's marriage or the legal separation of a User and such User's spouse, the Company shall have the right (the "Special Purchase Right") to purchase from such User's spouse, in accordance with the provisions of Section 3.3, all or any portion of the Digital securities that would otherwise be awarded to such spouse in settlement of any community property or other marital property rights such spouse may have in such Tokens. The Company in its sole discretion may designate and assign one (1) or more employees, officers, directors, or Users of the Company, or other persons or organizations to exercise all or a part of the Company's Special Purchase Right. If applicable, as of the Effective Date and any Transferee or Permitted Transferee's execution of a counterpart to this Agreement, such person's spouse shall execute a counterpart to this Agreement agreeing to be bound by its terms and conditions.

3.2 Notice. User shall promptly provide the Company (or its assignee(s)) with written notice (the "Dissolution Notice") of (i) the entry of any judicial decree or order resolving the property rights of User and User's spouse in connection with their marital dissolution or legal separation, or (ii) the execution of any contract or agreement relating to the distribution or division of such property rights. The Dissolution Notice shall provide a mailing address where the User and User's spouse can each be contacted and shall also be accompanied by a copy of the actual decree or order of dissolution, or contract or agreement between User and User's spouse, which provides for the award to the spouse of one (1) or more Tokens in settlement of any community property or other marital property rights such spouse may have in such Tokens.

3.3 Exercise of Special Purchase Right. The Special Purchase Right shall be exercisable by delivery of written notice (the "Special Purchase Notice") to the User and User's spouse within ninety (90) days after the Company's receipt of the Dissolution Notice. The Special Purchase Notice shall indicate the number of Tokens to be purchased by the Company (or its assignee(s)), the date such purchase is to be effected (such date to be not less than seven (7) days, nor more than sixty

(60) days, after the date of the User's and the User's spouse's receipt of the Special Purchase Notice) and the Fair Market Value to be paid for such Tokens. The User shall, prior to the close of business on the date specified for the purchase, cause or assist with the Transfer of the Tokens to be purchased. The Company (or its assignee(s)) shall, concurrently with the receipt of the Tokens as recorded on the Platform, pay to the User's spouse (in cash, cash equivalent, or unsecured promissory note) an amount equal to the Fair Market Value specified for such Tokens, in the Special Purchase Notice. Each User and such User's spouse hereby irrevocably appoint and grant the management of the Company full legal right as his or her respective attorney-in-fact to execute and file any documentation on his or her behalf and in his or her stead in order to carry out the terms and conditions of this Article 4.

3.4 Expiration of Special Purchase Right. The Special Purchase Right shall terminate upon the earlier to occur of (i) the expiration of an applicable exercise period specified in Section 3.3, to the extent the Special Purchase Right is not timely exercised by the Company in accordance with such section, or (ii) the closing date of the first sale of Tokens of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission (the "SEC") under the 1933 Act.

ARTICLE 4 – DEATH OF A USER

4.1 Death Purchase Right. In connection with the death of User ("Decedent"), User acknowledges that the Company shall have the right (the "Death Purchase Right"), but not the obligation, to purchase from any Decedent's heirs, devisees, legatees, or other taker(s) of any of Decedent's property by instrument, statute, or order (each, a "Taker"), in accordance with the provisions of Section 4.3, all or a portion of the Tokens that would otherwise be transferred to such Taker in settlement of any testate or intestate rights such Taker may have in such Tokens.

4.2 Death Notice. Decedent's spouse or estate executor, legal representative, or administrator (each, as applicable, "Administrator") shall promptly provide the Company with written notice (the "Death Notice") of the death of the Decedent. The Death Notice shall be accompanied by a copy of the actual death certificate and a copy of any order or instrument that provides for the transfer of all or any portion of the Tokens in settlement of any testate or intestate rights Taker may have in such Tokens.

4.3 Exercise of Death Purchase Right. The Death Purchase Right, if exercised, must be exercised by the Company by delivery of written notice (the "Death Purchase Notice") to the Administrator or Taker as soon as practicable after the death of the Decedent, but in any event not later than ninety (90) days after the Company's receipt of the Death Notice or the closing of the Decedent's estate, whichever is later. The Death Purchase Notice shall indicate the number of Tokens to be purchased by the Company, the date such purchase is to be effected, and the Death Purchase Price (as defined below) to be paid for such Tokens. The Administrator or Taker shall, prior to the close of business on the date specified for the purchase, cause or assist in causing the Transfer of the Tokens to be purchased and reflected on the Company's Platform. The Company shall, in accordance with the below, pay to the Administrator or Taker (in cash, cash equivalents, or unsecured promissory note) an amount equal to the Death Purchase Price specified for such Tokens in the Death Purchase Notice. Each User and such User's spouse hereby irrevocably appoint and grant the management of the Company full legal right as his or her respective attorney-in-fact to execute and file any documentation on his or her behalf and in his or her stead in order to carry out the terms and conditions of this Article 4.

As used herein, the "Death Purchase Price" is equal to the Fair Market Value, to be payable in five (5) equal, unsecured, annual installments, the first (1st) of which will be made to the Administrator or Taker(s) on the sixtieth (60th) day after completion and delivery of the Assessed Fair Market Value appraisal or determination described herein below. The four (4) subsequent payments shall be delivered by the Company to the Administrator or Taker(s) on the same date each year thereafter, subject to a simple interest rate of Five and 00/100 Percent (5.00%) per annum and evidenced by a

secured, subordinated (as required by applicable third-party creditor), non-recourse promissory note. The Company would retain the right to accelerate, without penalty, all or any part of the installment payments at any time.

4.4 Expiration of Death Purchase Right. The Death Purchase Right shall lapse upon the earlier to occur of (i) the expiration of the exercise period specified in Section 4.3, to the extent the Death Purchase Right is not timely exercised in accordance with such section, or (ii) the closing date of the first sale of Tokens of the Company to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission (the "SEC") under the 1933 Act.

ARTICLE 5 - REDEMPTION OF TOKENS UPON OTHER EVENTS

5.1 Redemption of Digital securities.

- (a) If an Option Event (as defined below) occurs with respect to any User of the Company hereunder (an "Option User"), the Company shall have the option to purchase the Option User's Digital securities upon the terms and conditions set forth in this Section 5.1. The term "Option User" includes an Option User's personal representative or trustee in bankruptcy. An "Option Event" includes the following events: (i) a material breach of this Agreement by a User; (ii) the inability or refusal of a User to pay his/her/its debts generally as they become due; (iii) any assignment of Tokens by a User for the benefit of the User's creditors in violation of the terms of this Agreement; (iv) the filing by a User of a voluntary petition in bankruptcy or similar insolvency proceedings; or (v) the filing against the User of an involuntary petition in bankruptcy or similar insolvency proceeding that is not dismissed within sixty (60) days.
- (b) Upon any Option Event occurring to an Option User, the Option User shall deliver written notice of the occurrence to the Company. As described in the first (1st) sentence of Section 5.1(a) above, upon the occurrence of an Option Event the Company shall have the option, but not the obligation, to purchase the Option User's Tokens for the Fair Market Value (as defined in Section 5.1(d) below) at any time during the sixty (60) day period immediately following the date on which it has knowledge, or notice, of the occurrence of the Option Event (the "Redemption Option"). The Redemption Option may be exercised by the Company's delivery of: (i) a written notice from the Company to the Option User during the sixty (60) day period, described in this Section 5.1(b) above, notifying such Option User of the Company's exercise of the Redemption Option; and (ii) the Company's determination and opinion of the Fair Market Value of the Option User's Tokens pursuant to the terms of Sections 5.1(d) and (f) ("Redemption Notice"). Upon delivery of this Redemption Notice to the Option User, the exercise of the Redemption Option shall be final and binding on the Company and the Option User; however, the Fair Market Value of the Option User's Tokens subject to the Redemption Option shall be determined in accordance with the terms and conditions of Sections 5.1(d) and (f).
- (c) If the foregoing Redemption Option is not exercised with respect to all or a portion of the Option User's Tokens, but the Company notifies the Option User of his or her triggering of any portion of Sections 5.1(a)(i)-(v), the Option User shall retain his or her Tokens not redeemed hereunder.
- (d) The "Fair Market Value" of the Option User's Digital securities shall be equal to the fair market value of the assets underlying such Digital securities as of the last day of the month preceding the month in which the Redemption Notice was delivered by the Company to the Option User.
- (e) [Intentionally Omitted].

-
- (f) If the Company's Redemption Option is exercised by the Company, then no later than thirty (30) days after the date on which the Fair Market Value determination is complete and delivered, the Company shall, subject to the terms and conditions of Section 5.1(d), make a distribution of cash and/or property to the Option User with a value equal in amount to the Fair Market Value of his or her Tokens. The Company will make the distribution of Fair Market Value in five (5) equal, unsecured, nonrecourse, annual installments, the first (1st) of which will be made to the Option User on the sixtieth (60th) day after completion and delivery of the Assessed Fair Market Value appraisal or determination described herein. The four (4) subsequent payments shall be delivered by the Company to the Option User on the same date each year thereafter. The Company retains the right to accelerate, without penalty, all or any part of the installment payments at any time. The Company will pay additional amounts computed as if the Option User were entitled to interest on the undistributed amount of the total distribution to which the Option User is entitled at an annual simple interest rate equal to the mid-term Applicable Federal Rate as determined on the day of completion and delivery of the Fair Market Value. Additional amounts, computed like interest, shall be due and payable on the same dates as the annual installments of the distributions payable to the Option User.
- (g) Any damages, fees, or costs, including reasonable attorneys' fees, sustained (whether paid) by the Company as a result of the Option Event shall be taken into account in determining, and shall thereby offset against, the net amount due the Option User at the closing of the transaction described in Section 5.1(f). Any excess of such damages, fees, or costs, including reasonable attorneys' fees, sustained (whether paid) by the Company over the amount due the Option User at the closing shall be netted against subsequent installment payments as such damages, fees, or costs, including reasonable attorneys' fees, sustained (whether paid) by the Company become realized.
- (h) If at a time when the Company obligates itself to purchase an Option User's Tokens and it is prohibited from purchasing all or any portion of such Tokens pursuant to the Internal Revenue Code, Federal or state securities laws, or any loan agreement or similar restrictive agreement with any third party, the Company may take commercially reasonable action to adjust the Fair Market Value of the Tokens based on accounting practices and principles that are reasonable under the circumstances in order to permit the Company to purchase the Option User's Tokens to comply with such foregoing described restriction. If the Company obligates itself to purchase an Option User's Tokens under this Section 5.1, and the above action cannot be taken or does not create sufficient value to permit the Company to do so, the Company shall be obligated to purchase only that portion of the Option User's Tokens it is permitted to purchase relating to such restriction.
- (i) Each User of the Company hereby irrevocably appoints and grants the management of the Company full legal right as his/her/its attorney-in-fact to execute and file any documentation on his/her/its behalf and in his/her/its stead in order to carry out the terms and conditions of this Section 5.1.

5.2 Offsets to Fair Market Value. Any debts owed to the Company by the Option User, and any damages, fees, or costs (whether paid), including reasonable attorneys' fees incurred and reasonably substantiated by the Company as a result of the Option Event shall be applied to offset the Fair Market Value owed to the Option User.

5.3 No Prejudice to Rights under Articles 3 and 4. Any failure by the Company to exercise any of its rights set forth in this Article 5 shall not prejudice or impair in any way any rights of the Company as set forth in Article 3 or Article 4 of this Agreement.

ARTICLE 6 – CONFIDENTIALITY

6.1 Confidentiality. Company may disclose certain information it considers confidential and/or proprietary (“Confidential Information”) to User, including, but not limited to, tangible, intangible, visual, electronic, present, or future information such as trade secrets, financial information, technical information, business information, including operations, planning, market interests, and products, the terms of any agreement entered into between the Company, including, but not limited to, this Agreement, its clients, and customers, and the discussions, negotiations, and proposals related thereto, and all information subject to this Agreement, and any other information acquired or property exchanged during meetings, conversations, or communications with the Company, its directors, shareholders, employees, agents, contractors, or assigns.

6.1.1. Care. User shall use the same degree of care, but no less than a reasonable degree of care, as User uses with respect to his or her own information of a similar nature to protect the Confidential Information and to prevent (i) any use of Confidential Information in violation of this Agreement, and/or (ii) communication of Confidential Information to any unauthorized third parties. Unless and until this Agreement is terminated, User receiving any Confidential Information shall keep such Confidential Information confidential and shall not disclose such Confidential Information, in whole or in part, to any person other than Company’s representatives or agents who need to know such Confidential Information in connection with User’s involvement with the Company under or in connection with and pursuant to the Agreement.

6.1.2. This Agreement imposes no obligation upon User with respect to Confidential Information that: (i) was known to User before the Effective Date; (ii) is or becomes publicly available through no fault of User; (iii) is rightfully received by User from a third party without a duty of confidentiality; (iv) is independently developed by User without a breach of this Agreement; (v) is disclosed by User with the Company’s prior written approval; or (vi) is required to be disclosed by operation of law, court order, or other governmental demand (“Process”), provided that (a) User shall promptly and immediately notify Company of such Process, and (b) User shall not produce or disclose Confidential Information in response to the Process unless the disclosing party has (1) requested protection from the legal or governmental authority requiring the Process and such request has been denied, (2) consented in writing to the production or disclosure of the Confidential Information in response to the Process, or (3) taken no action to protect its interest in the Confidential Information within fourteen (14) business days after receipt of notice from User of his or her obligation to produce or disclose Confidential Information in response to the Process.

6.2 Remedy for Breach. User acknowledges that any breach he or she commits under this Article 6 could not reasonably or adequately be compensated in damages in an action at law, and the Company by reason thereof shall be entitled to preliminary and permanent injunctive relief at equity without posting any injunction-related bond as may be required by applicable law, which may include, but shall not be limited to, restraining User from rendering any service or conducting any action that would breach this Agreement. However, no remedy conferred by the specific provisions of this Section 6.2 is intended to be exclusive of any other remedy, and each and every remedy, whether at law or in equity, shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute, or otherwise.

ARTICLE 7 - MISCELLANEOUS

7.1 Distributions. The Company shall, in its discretion, distribute to Users any distributions from the assets underlying the Digital securities owned by such User, subject to and after the Company’s payment of applicable fees and withholdings, by one of the following: (i) reinvesting such distributions in the same class or asset, (ii) investing such distributions in a different class or asset, or (iii) distributing such distributions to such Users directly

ARTICLE 8 - MISCELLANEOUS

8.1 Fees. Users acknowledge and agree that the Company may charge transaction fees from time to time in its sole and absolute discretion pursuant to the Fee Schedule, and in such amounts as are determined by the Company from time to time without notice?? thereof to User, which fees may apply in whatever instance determined by Company, including, without limitation, issuances, transfers, sales, and distributions.

8.2 Captions. Article and Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

8.3 Construction. Whenever the singular is used in this Agreement and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders.

8.4 Entire Agreement. This Agreement constitutes the complete and exclusive agreement of the Users with respect to the subject matter herein, and supersedes all prior agreements and understandings (written or oral) as to the subject matter herein.

8.5 Binding Effect. The provisions of this Agreement will be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties hereto.

8.6 Notices. Except as otherwise provided in other sections of this Agreement, any notice or other communication required or permitted to be given under this Agreement must be in writing and must be mailed by certified mail, return receipt requested, with postage prepaid. Notices addressed to a User must be addressed to the User's address listed in the records of the Company. Notices addressed to the Company must be addressed to its principal office. The address of a User to which notices or other communications are to be mailed may be changed from time to time by the User's giving writing notice to the Company thereof. The address of the Company to which notices or other communications are to be mailed may be changed from time to time by the Company by updating its address with the Delaware Division of Corporations. All notices and other communications will be deemed to be given at the expiration of three days after the date of mailing.

8.7 Enforcement Expense; Litigation Expense. In the event of a default under this Agreement, the defaulting Party must reimburse the non-defaulting Party or Parties for all costs, fees, and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default or enforcing the terms of this Agreement, including, without limitation, reasonable attorneys' fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties must be reimbursed by the non-prevailing Party for all costs, fees, and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorneys' fees at the trial level and through appeal. As used herein, the "prevailing Party" means the Party in whose favor a final judgment, order, or decree is rendered or entered.

8.8 Third-Party Beneficiaries. The provisions of this Agreement are intended solely for the benefit of the Company and the Users and create no rights or obligations enforceable by any third party, including creditors of the Company, except as otherwise provided by applicable law.

8.9 Severability. If one (1) or more of the provisions of this Agreement or any portion or application thereof is or becomes invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof and any remaining portion or application thereof shall in no way be affected or impaired.

8.10 Modification or Amendment. The Company may amend this Agreement from time to time by providing written notice thereof to the Users. This Agreement may not be amended or repealed by action of the Users.

8.11 Further Assurance/Additional Documents. The Users shall execute such additional documents and take such actions as are reasonably requested by the Company in order to complete or confirm the transactions contemplated by this Agreement.

8.12 Governing Law; Venue. This Agreement will be governed by and must be construed in accordance with the laws of the State of Delaware without regard to its conflict of law principles. The Parties hereby agree that any dispute or controversy arising out of, relating to, or in connection with the interpretation, validity, construction, performance, breach, or termination of this Agreement shall be exclusively filed and resolved only in state courts located in the State of Delaware. The Parties may, without limiting any other remedies, rights, or recourse under the laws of the State of Delaware, apply and pray to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary without posting an injunction bond.

8.13 Counterparts. This Agreement's adoption by the Users hereto may be executed or adopted by the Users in several counterparts at any time, all of which taken together will be deemed to be one (1) original agreement.

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Exhibit 2.7

Everflow Fee Schedule

Type of Fee:	Fee in Percentage (%)
<i>Initial Issuance Fee</i>	<i>0.50%</i>
<i>Exchange/Redemption Fee</i>	<i>0.25%</i>

Distribution Fee **2.00%**

Annual Management Fee **1.00%**