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PRELIMINARY OFFERING CIRCULAR DECEMBER __, 2020

BEAR VILLAGE, INC.



BEAR VILLAGE, INC.
4002 Hwy 78, Suite 530 #296
Snellville, GA 30039
(866) 834-BEAR

OFFERING SUMMARY
Up to 10,000,000 shares of
Class A Common Stock
Minimum investment 100 shares at \$500

SEE [“SECURITIES BEING OFFERED”](#) AT PAGE 46

	Price to Public	Underwriting discount and commissions (2)	Proceeds to issuer (3)	Proceeds to other persons
Per share	\$5	\$0.50	\$4.50	0
Total Maximum	\$50,000,000	\$5,000,000	\$45,000,000	0

(1) The Preferred Stock is convertible into Class A Common Stock either at the discretion of the investor or automatically upon effectiveness of registration of the securities in an initial public offering. The total number of shares of the Class A Common Stock into which the Preferred may be converted will be determined by dividing the original issue price per share by the conversion price per share. See [“Securities Being Offered”](#) at Page 46 for additional details.

(2) The company has engaged commissioned sales agents or underwriters; see [“Plan of Distribution.”](#)

(3) The company expects that, not including state filing fees, the amount of expenses of the offering that we will pay will be approximately \$5,000,000 based on the maximum number of shares sold in this offering.

This offering (the “Offering”) will terminate at the earlier of (1) the date at which the Maximum Offering amount has been sold, (2) the date which is one year from this offering being qualified by the United States Securities and Exchange Commission, or (3) the date at which the offering is earlier terminated by the company at its sole discretion. The company has engaged Prime Trust, LLC as agent to hold any funds that are tendered by investors. The offering is being conducted on a best-efforts basis without any minimum target. Provided that an investor purchases shares in the amount of the minimum investment, \$500 (100 shares), there is no minimum number of shares that needs to be sold in order for funds to be released to the company and for this Offering to close, which may mean that the company does not receive sufficient funds to cover the cost of this Offering. The company may undertake one or more closings on a rolling basis. After each closing, funds tendered by investors will be made available to the company. After the initial closing of this offering, we expect to hold closings on at least a monthly basis.

Each holder of Bear Village preferred stock (the “Preferred Stock”) is entitled to one vote for each share on all matters submitted to a vote of the stockholders. Holders of Preferred Stock will vote together with the holders of Common Stock as a single class on all matters (including the election of directors) submitted to vote or for the consent of the stockholders of Bear Village. Holders of the Common Stock will continue to hold a majority of the voting power of all of the company’s equity stock at the conclusion of this Offering and therefore control the board.

THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OR GIVE ITS APPROVAL OF ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR OTHER SOLICITATION MATERIALS. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED ARE EXEMPT FROM REGISTRATION

GENERALLY, NO SALE MAY BE MADE TO YOU IN THIS OFFERING IF THE AGGREGATE PURCHASE PRICE YOU PAY IS MORE THAN 10% OF THE GREATER OF YOUR ANNUAL INCOME OR NET WORTH. DIFFERENT RULES APPLY TO ACCREDITED INVESTORS AND NON-NATURAL PERSONS. BEFORE MAKING ANY REPRESENTATION THAT YOUR INVESTMENT DOES NOT EXCEED APPLICABLE THRESHOLDS, WE ENCOURAGE YOU TO REVIEW RULE 251(d)(2)(i)(C) OF REGULATION A. FOR GENERAL INFORMATION ON INVESTING, WE ENCOURAGE YOU TO REFER TO www.investor.gov.

This offering is inherently risky. See “[Risk Factors](#)” on page 4.

Sales of these securities will commence on approximately _____, 2020.

The company is following the “Offering Circular” format of disclosure under Regulation A.

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In this Offering Circular, the term “Bear Village,” “we,” “us,” “our” or “the company” refers to BEAR VILLAGE, INC., a Wyoming corporation.

THIS OFFERING CIRCULAR MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION RELATING TO, AMONG OTHER THINGS, THE COMPANY, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO THE COMPANY’S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE WORDS “ESTIMATE,” “PROJECT,” “BELIEVE,” “ANTICIPATE,” “INTEND,” “EXPECT” AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS, WHICH CONSTITUTE FORWARD LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT’S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE COMPANY’S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

IMAGES CONTAINED IN THIS OFFERING CIRCULAR ARE ARTIST’S IMPRESSIONS AND THE ACTUAL FACILITIES MAY VARY.

SUMMARY

BEAR VILLAGE, INC. is an early stage hospitality and entertainment company devoted to the development and operation of family entertainment centers in the Southeast sector of the United States. The company will purchase the land and manage the zoning, entitlement, design, construction and operation of the planned facilities.

The company will operate under the brand name “Bear Village” with the local resorts each operated as a subsidiary. Bear Village was incorporated in 2020 in Wyoming as a parent company to Bear Village Asset Holdings, LLC, which was created in 2016 to develop and operate a national chain of family resorts and entertainment centers.

BEAR VILLAGE intends to form operating subsidiaries, Bear Village Asset Holding – [State Abbreviation]. LLC (each an “Operating Subsidiary and collectively the “Operating Subsidiaries”). Each Operating Subsidiary will be located in a different state/region within the United States. The current Operating Subsidiaries are located in the following regions of the United States and will operate under the names listed below:

STATE	NAME
Tennessee, United States	Bear Village Asset Holdings – TN, LLC
Georgia, United States	Bear Village Asset Holdings – GA, LLC

Bear Village, Inc. has identified the “drive to” destination resort market as its primary interest and has focused its efforts on the development of premiere Family Destination Resort featuring Eco-Friendly, Eco-Tourism in conjunction with education in a heavily themed Resort. The initial developments will primarily focus on Tennessee, Georgia, North Carolina and South Carolina. The Company has two resorts in development. The first, in Pigeon Forge, TN is the furthest developed. A second property located in Jackson County, Georgia is undergoing initial site layout. Additional properties will be acquired as destination resort demographics are evaluated. The goal is to provide family get away resorts from cities and suburb communities within a four or five-hour driving radius of the resorts.

Each unique resort will be established in a unique Bear Village Asset Holdings in order to minimize cross resort risks and construction issues. Strategic partners will own portions of the assets and business within the Resort. The daily operations and general management of the hotel portion of the resorts will be performed by Fairview Hospitality LLC, working in unison with the Bear Village Asset Holdings, and their collective team of industry professionals each with over 20 years in the hospitality industry. Fairview Hospitality will provide a professional, experienced on-site management team.

Quality family entertainment and experiences is the primary focus of Bear Village, Inc. and each Bear Village Asset Holdings. The construction and commercialization of the proposed resorts is factored into the initial development phase detailed within.

The first resort to be developed is Bear Village Asset Holdings – TN, LLC which is situated on over 49 acres in Pigeon Forge, TN. The company's proposed resort will be designed to provide the type of facilities the current market demands. Situated on the land will be a 250+ unit Condominium development, 250+ Time Share units, 250 room resort hotel, 80,000 sq. ft. Indoor Water Park, 15,000 Gallon Fresh Water Aquarium, 90,000 sq. ft. Family Entertainment Center and 20,000 sq. ft. banquet and conference center. Within the resort facilities will be numerous revenue centers including multiple food and beverage outlets, unique retail outlets, chair lift unique photo opportunities and our unique Family Entertainment Center.

The project also has and will continue to receive tremendous support at the community, city, county and state levels.

Revenue Plan

During 2021, the company will break ground on the Tennessee and Georgia properties. Over time, the company intends to operate at least three Southeast facilities and expand operations into the Midwest and the Mountain States.

The company intends to generate revenue through the following activities:

- individual and corporate membership sales,
- condominium and time share sales,

- food and beverage sales,
- coaching and instruction services,
- suite rentals,
- retail sales,
- sponsorships, advertising and naming rights, and
- contest and qualifier fees and ticket purchases.

The Offering

Securities offered	Class A Common Stock
Class A Stock Common outstanding before the Offering	30,000,000 shares of Class A Common Stock.
Share Price	\$5 per share
Minimum Investment	\$500

Use of Proceeds

Proceeds from this Offering will be used to fund the company’s construction and development of BEAR VILLAGE ASSET HOLDINGS – TN, LLC and BEAR VILLAGE ASSET HOLDINGS – GA, LLC, related marketing efforts and operational expenses. See “[Use of Proceeds to Issuer](#)” section of this Offering Circular.

Summary Risk Factors

Bear Village is a startup. The company was incorporated on March 2020 and is still in an early stage of development. The company is not close to profitability as projects take approximately 18 months to develop and construct and may not provide a return on investment for approximately 24 months thereafter. Investing in the company involves a high degree of risk (see “[Risk Factors](#)”). As an investor, you should be able to bear a complete loss of your investment. Some of the more significant risks include those set forth below:

- This is a very young company.
- The company’s affiliated entities have no prior performance record.
- The company has minimal operating capital and no revenue from operations.
- The success of Bear Village business is dependent on purchasing large parcels of land at favorable prices.
- The company may need to raise more capital and future fundraising rounds could result in dilution.

- Success in the hospitality and entertainment industry is highly unpredictable, and there is no guarantee the company's content will be successful in the market.
- Bear Village operates in a highly competitive market.
- Competition in the "alternative venues for recreational pursuits" industry could have a material adverse effect on the company's business and results of operations.
- Customer complaints or litigation on behalf of our customers or employees may adversely affect our business, results of operations or financial condition.
- The company's insurance coverage may not be adequate to cover all possible losses that it could suffer and its insurance costs may increase.
- The company may not be able to operate its facilities, or obtain and maintain licenses and permits necessary for such operation, in compliance with laws, regulations and other requirements, which could adversely affect its business, results of operations or financial condition.
- The company has concentrated its investments in family entertainment, real estate and facilities, which are subject to numerous risks, including the risk that the values of their investments may decline if there is a prolonged downturn in real estate values.
- The company works with national hospitality, hotel and local service providers to create an experience for families. Business risks associated with these providers can affect the company's operations.
- The illiquidity of real estate may make it difficult for the company to dispose of one or more of our properties or negatively affect its ability to profitably sell such properties and access liquidity.
- The company's development and growth strategy depends on its ability to fund, develop and open new entertainment venues and operate them profitably.
- The company's development and construction of the Tennessee and Georgia facilities depend on their ability to obtain favorable mortgage financing.
- Bear Village depends on a small management team and may need to hire more people to be successful.
- The company will require a general manager, who has not yet been hired.
- BEAR VILLAGE may not be able to protect all of its intellectual property.
- BEAR VILLAGE has not yet entered into any master licensing agreements with third party suppliers of technology and Bear Village has not yet been made a sublicense to the relevant master licensing agreements.
- The Offering price has been arbitrarily set by the company.
- There is no minimum amount set as a condition to closing this Offering.
- The officers of Bear Village control the company and the company does not currently have any independent directors.
- Investors in this offering may not be entitled to a jury trial with respect to claims arising under the subscription agreement and claims where the forum selection provision is applicable, which could result in less favorable outcomes to the plaintiff(s) in any such action.
- There is no current market for Bear Village's shares.
- The interests of Bear Village, BEAR VILLAGE and the company's other affiliates may conflict with your interests.

RISK FACTORS

The SEC requires the company to identify risks that are specific to its business and its financial condition. The company is still subject to all the same risks that all companies in its business, and all companies in the economy, are exposed to. These include risks relating to economic downturns, political and economic events and technological developments (such as hacking and the ability to prevent hacking). Additionally, early-stage companies are inherently riskier than more developed companies. You should consider general risks as well as specific risks when deciding whether to invest.

Risks relating to our business

This is a very young company.

The company was incorporated in March 2020. It is a startup company that has not yet started operations, and has not started to build its facilities. There is no history upon which an evaluation of its past performance and future prospects in the hospitality and entertainment industry can be made. Statistically, most startup companies fail.

The company's affiliated entities have no prior performance record.

Just as Bear Village is a new entrant in the market, the affiliates of Bear Village, such as BEAR VILLAGE, (which will provide management services to Bear Village) do not have a track record of involvement in hospitality and entertainment that investors may assess. Even if an affiliate of Bear Village did have such prior experience, that experience would not be indicative of its future performance.

The company has minimal operating capital, no significant assets and no revenue from operations.

The company currently has minimal operating capital and for the foreseeable future will be dependent upon its ability to finance its planned operations from the sale of securities or other financing alternatives. There can be no assurance that it will be able to successfully raise operating capital in this or other offerings of securities, or to raise enough funds to fully construct operational entertainment centers. The failure to successfully raise operating capital could result in its inability to execute its business plan and potentially lead to bankruptcy, which would have a material adverse effect on the company and its investors.

The success of Bear Village business is dependent on purchasing large parcels of land at favorable prices.

Bear Village is a capital-intensive operation and requires the purchase of large parcels of land prior to construction. As of the date of this Offering Circular the company has deposits on its Tennessee and Georgia land for the first two facilities. The company does not know whether it will be able to obtain additional properties at acceptable purchase terms that are favorable. Finally, if this Offering does not raise enough capital to purchase the land and begin construction, the company will need to procure external financing for the purchase of the land and/or construction of the facility.

The company may raise more capital and future fundraising rounds could result in dilution.

Bear Village may need to raise additional funds to finance its operations or fund its business plan. Even if the company manages to raise subsequent financing or borrowing rounds, the terms of those borrowing rounds might be more favorable to new investors or creditors than to existing investors such as you. New equity investors or lenders could have greater rights to our financial resources (such as liens over our assets) compared to existing shareholders. Additional financings could also dilute your ownership stake, potentially drastically. See "[Dilution](#)" and the "[Management's Discussion and Analysis of Financial Condition and Results of Operations](#)— Plan of Operation" for more information.

Success in the hospitality and entertainment industry is highly unpredictable and there is no guarantee the company's content will be successful in the market.

The company's success will depend on the popularity of its hospitality and entertainment facilities. Consumer tastes, trends and preferences frequently change and are notoriously difficult to predict. If the company fails to anticipate future consumer preferences in the hospitality and entertainment business, its business and financial performance will likely suffer. The hospitality and entertainment industry is fiercely competitive. The company may not be able to develop facilities that will become profitable. The company may also invest in facilities that end up losing money. Even if one of its facilities is successful, the company may lose money in others.

Changes in consumer financial condition, leisure tastes and preferences, particularly those affecting the popularity of family resorts, and other social and demographic trends could adversely affect its business. Significant periods of restricted travel or group gatherings could result in situations where facilities usage is below historical levels would have a material adverse effect on its business, results of operations and financial condition. If the company cannot attract patrons, retain its existing resident, its financial condition and results of operations could be harmed.

Bear Village operates in a highly competitive market.

Bear Village plans to operate in a highly competitive market and faces intense competition. Competitors will include Disney, Six Flags and other multi-activity resorts. Many of the company's current and potential competitors have greater resources, longer histories, more customers, and greater brand recognition. Competitors may secure better terms from vendors, adopt more aggressive pricing and devote more resources to technology, infrastructure, fulfillment, and marketing.

Further, Bear Village's properties will compete on a local and regional level with restaurants and other business, dining and social clubs. The number and variety of competitors in this business will vary based on the location and setting of each facility. Some facilities may be situated in intensely competitive areas characterized by numerous resorts and family attractions. In addition, in most regions, the competitive landscape is in constant flux as new resorts and other family venues open or expand their amenities. As a result of these characteristics, the supply in a given region may exceed the demand for such facilities, and any increase in the number or quality of resorts and family venues, or the products and services they provide, in such region could significantly impact the ability of the company's properties to attract and retain members, which could harm their business and results of operations.

Competition in the "alternative venues for recreational pursuits" industry could have a material adverse effect on the company's business and results of operations.

Bear Village properties compete on a local and regional level with alternative venues for recreational pursuits. The company's results of operations could be affected by the availability of, and demand for, alternative venues for recreational pursuits, such as multi-use facilities and other town center venues.

Customer complaints or litigation on behalf of our customers or employees may adversely affect our business, results of operations or financial condition.

The company's business may be adversely affected by legal or governmental proceedings brought by or on behalf of their residents, customers or employees. Regardless of whether any claims against the company are valid or whether they are liable, claims may be expensive to defend and may divert time and money away from operations and hurt our financial performance. A judgment significantly in excess of their insurance coverage or not covered by insurance could have a material adverse effect on the company's business, results of operations or financial condition. Also, adverse publicity resulting from these allegations may materially affect the company.

The company's insurance coverage may not be adequate to cover all possible losses that it could suffer and its insurance costs may increase.

The company has not yet acquired insurance. It may not be able to acquire insurance policies that cover all types of losses and liabilities. Additionally, once the company acquires insurance, there can be no assurance that its insurance will be sufficient to cover the full extent of all of its losses or liabilities for which it is insured. Further, insurance policies expire annually and the company cannot guarantee that it will be able to renew insurance policies on favorable terms, or at all. In addition, if it, or other leisure facilities, sustain significant losses or make significant insurance claims, then its ability to obtain future insurance coverage at commercially reasonable rates could be materially adversely affected. If the company's insurance coverage is not adequate, or it becomes subject to damages that cannot by law be insured against, such as punitive damages or certain intentional misconduct by their employees, this could adversely affect the company's financial condition or results of operations.

The company may not be able to operate its facilities, or obtain and maintain licenses and permits necessary for such operation, in compliance with laws, regulations and other requirements, which could adversely affect its business, results of operations or financial condition.

Each facility is subject to licensing and regulation by alcoholic beverage control, amusement, health, sanitation, safety, building code and fire agencies in the state, county and/or municipality in which the facility is located.

Each facility is required to obtain a license to sell alcoholic beverages on the premises from a state authority and, in certain locations, county and municipal authorities. Typically, licenses must be renewed annually and may be revoked or suspended for cause at any time. In some states, the loss of a license for cause with respect to one facility may lead to the loss of licenses at all facilities in that state and could make it more difficult to obtain additional licenses in that state. Alcoholic beverage control regulations relate to numerous aspects of the daily operations of each facility, including minimum age of patrons and employees, hours of operation, advertising, wholesale purchasing, inventory control and handling and storage and dispensing of alcoholic beverages. The failure to receive or retain a liquor license, or any other required permit or license, in a particular location, or to continue to qualify for, or renew licenses, could have a material adverse effect on operations and the company's ability to obtain such a license or permit in other locations.

The company may be subject to "dram shop" statutes in states where its facilities may be located. These statutes generally provide a person injured by an intoxicated person the right to recover damages from an establishment that wrongfully served alcoholic beverages to the intoxicated individual. Recent litigation against restaurant chains has resulted in significant judgments and settlements under dram shop statutes. Because these cases often seek punitive damages, which may not be covered by insurance, such litigation could have an adverse impact on the company's business, results of operations or financial condition.

As a result of operating certain entertainment games and attractions, including skill-based games that offer redemption prizes, the company is subject to amusement licensing and regulation by the states, counties and municipalities in which its facilities are to be located. These laws and regulations can vary significantly by state, county, and municipality and, in some jurisdictions, may require the company to modify their business operations or alter the mix of redemption games and simulators that they offer.

Moreover, as more states and local communities implement legalized gambling, the laws and corresponding enabling regulations may also be applicable to the company's redemption games and regulators may create new licensing requirements, taxes or fees, or restrictions on the various types of redemption games the company offers. Furthermore, other states, counties and municipalities may make changes to existing laws to further regulate legalized gaming and illegal gambling. Adoption of these laws, or adverse interpretation of existing laws, could cause the company to modify its plans for its facilities and if the company creates facilities in these jurisdictions it may be required to alter the mix of games, modify certain games, limit the number of tickets that may be won by a customer from a redemption game, change the mix of prizes that the company may offer or terminate the use of specific games, any of which could adversely affect the company's operations. If the company fails to comply with such laws and regulations, the company may be subject to various sanctions and/or penalties and fines or may be required to cease operations until it achieves compliance, which could have an adverse effect on the company's business and financial results.

The company has concentrated its investments in family entertainment, real estate and facilities, which are subject to numerous risks, including the risk that the values of their investments may decline if there is a prolonged downturn in real estate values.

The company's operations will consist almost entirely of family resorts properties, approximately 15-20 acres in size, that encompass a large amount of real estate holdings. Accordingly, the company is subject to the risks associated with holding real estate investments. A prolonged decline in the popularity of resorts could adversely affect the value of its real estate holdings and could make it difficult to sell facilities or businesses.

The company's real estate holdings will be subject to risks typically associated with investments in real estate. The investment returns available from equity investments in real estate depend in large part on the amount of income earned, expenses incurred and capital appreciation generated by the related properties. In addition, a variety of other factors affect income from properties and real estate values, including governmental regulations, real estate, insurance, zoning, tax and eminent domain laws, interest rate levels and the availability of financing. For example, new or existing real estate zoning or tax laws can make it more expensive and time-consuming to expand, modify or renovate older properties. Under eminent domain laws, governments can take real property. Sometimes this taking is for less compensation than the owner believes the property is worth. Any of these factors could have an adverse impact on our business, financial condition or results of operations.

The company works with national hospitality, hotel and local service providers to create an experience for families. Business risks associated with these providers can affect the company's operations.

The company's operations include partnerships with other national companies to provide and operate hotels other major operations. The company also plans to partner with local service partners who provide activities based on the resort surroundings. Issues or business risks associated with each of these partner companies could affect the operation of one or more of the company's resorts.

The illiquidity of real estate may make it difficult for the company to dispose of one or more of our properties or negatively affect its ability to profitably sell such properties and access liquidity.

The company may from time to time decide to dispose of one or more of its real estate assets. Because real estate holdings generally, are relatively illiquid, the company may not be able to dispose of one or more real estate assets on a timely basis. In some circumstances, sales may result in investment losses which could adversely affect the company's financial condition. The illiquidity of its real estate assets could mean that it continues to operate a facility that management has identified for disposition. Failure to dispose of a real estate asset in a timely fashion, or at all, could adversely affect the company's business, financial condition and results of operations.

The company's development and growth strategy depends on its ability to fund, develop and open new entertainment venues and operate them profitably.

A key element of the company's growth strategy is to develop and open family entertainment venues. The company has identified a number of locations for potential future entertainment venues and is still the process of identifying more locations and analyzing the locations. The company's ability to fund, develop and open these venues on a timely and cost-effective basis, or at all, is dependent on a number of factors, many of which are beyond its control, including but not limited to our ability to:

- Find quality locations.
- Reach acceptable agreements regarding the lease or purchase of locations, and comply with our commitments under our lease agreements during the development and construction phases.
- Comply with applicable zoning, licensing, land use and environmental regulations.
- Raise or have available an adequate amount of cash or currently available financing and mortgage terms for construction and opening costs.
- Adequately complete construction for operations.
- Timely hire, train and retain the skilled management and other employees' necessary to meet staffing needs.
- Obtain, for acceptable cost, required permits and approvals, including liquor licenses; and
- Efficiently manage the amount of time and money used to build and open each new venue.

If the company succeeds in opening family entertainment facilities on a timely and cost-effective basis, the company may nonetheless be unable to attract enough real estate buyers, visitors or customers to these new venues because potential customers may be unfamiliar with its venue or concept, entertainment and other resort options might not appeal to them and the company may face competition from other resorts and leisure venues or governmental regulations at the federal and state levels may restrict travel or group gatherings.

The company's development and construction of its Tennessee facility depends on its ability to obtain favorable construction and mortgage financing.

The company intends to secure both construction and mortgage financing to fund up to 70% of its Tennessee resort and plans to use this debt financings to development and construct subsequent facilities. There is no guarantee that the company will be able to obtain financing on favorable terms. In the event that the company is unable to obtain such financing it may limit the company's ability to effectuate its plans and will increase the costs and expenses of the company, thereby negatively impacting its financial prospects.

Bear Village depends on a small management team and may need to hire more people to be successful.

The success of Bear Village will greatly depend on the skills, connections and experiences of the executives, Rick Haynes and Lance Lehr. Bear Village has not entered into employment agreements with the aforementioned executives. There is no guarantee that the executives will agree to terms and execute employment agreements that are favorable to the company. Should any of them discontinue working for Bear Village, there is no assurance that the company will continue. Further, there is no assurance that the company will be able to identify, hire and retain the right people for the various key positions.

The company will require a general manager, who has not yet been hired.

BEAR VILLAGE is currently performing an executive search for the general manager and operator of Bear Village. There is no way to be certain that the general manager of Bear Village, once appointed, will be able to execute the same vision as BEAR VILLAGE itself. If an appropriate person is not identified and hired, the company will not succeed and since its performance will depend on that person's performance, it is possible that other BEAR VILLAGE subsidiaries will be more successful than the company.

BEAR VILLAGE may not be able to protect all of its intellectual property.

Bear Village, will be using the intellectual property of its parent, including the following trademarks that will be filed: Bear Village, Bear Village Family Resorts and Come See the Bear. The profitability of Bear Village may depend in part on BEAR VILLAGE's ability, to effectively protect its intellectual property and the ability of Bear Village and, in the future, each of the other subsidiaries to operate without inadvertently infringing on the proprietary rights of others. Any litigation protecting the BEAR VILLAGE's intellectual property and defending its original content could have a material adverse effect on the business, operating results and financial condition regardless of the outcome of such litigation.

BEAR VILLAGE has not yet entered into any master licensing agreements with third party suppliers and Bear Village has not yet been made a sublicense to the relevant master licensing agreements.

BEAR VILLAGE intends to use the following site partners at the operating facilities of all of its subsidiaries:

- Wyndam Resorts

As of the date of this offering circular BEAR VILLAGE has not yet entered into any licensing agreements related to the aforementioned site partners. There is no way to be certain that BEAR VILLAGE will be able to enter into the relevant licensing agreements on terms that are favorable to the company. Accordingly, the company may need to do modify its plans for facilities and potentially negatively impact the company's appeal to consumers and financial prospects.

Risks relating to this Offering and our shares

The Offering price has been arbitrarily set by the company.

Bear Village has set the price of its Common Stock at \$5.00 per share. Valuations for companies at Bear Village stage are purely speculative. The company's valuation has not been validated by any independent third party and may fall precipitously. It is a question of whether you, the investor, are willing to pay this price for a percentage ownership of a start-up company. You should not invest if you disagree with this valuation.

There is no minimum amount set as a condition to closing this Offering.

Because this is a "best efforts" offering with no minimum, the company will have access to any funds tendered. This might mean that any investment made could be the only investment in this offering, leaving the company without adequate capital to pursue its business plan or even to cover the expenses of this offering.

The officers of Bear Village control the company and the company does not currently have any independent directors.

The Founders are currently the company's controlling shareholders. Moreover, they are the company's executive officers and directors, through their ownership in BEAR VILLAGE. This could lead to unintentional subjectivity in matters of corporate governance, especially in matters of compensation and related party transactions. The company does not benefit from the advantages of having independent directors, including bringing an outside perspective on strategy and control, adding new skills and knowledge that may not be available within Bear Village, and having extra checks and balances to prevent fraud and produce reliable financial reports.

Investors in this offering may not be entitled to a jury trial with respect to claims arising under the subscription agreement and claims where the forum selection provision is applicable, which could result in less favorable outcomes to the plaintiff(s) in any such action.

Investors in this offering will be bound by the subscription agreement, which includes a provision under which investors waive the right to a jury trial of any claim they may have against the company arising out of or relating to the subscription agreement, including any claim under the federal securities laws. Further, the Court of Chancery in Delaware is a non-jury trial court and therefore those claims will not be adjudicated by a jury. See "Securities Being Offered – All Classes of Stock – Jury Trial Waiver."

If the company opposed a jury trial demand based on the waiver, a court would determine whether the waiver was enforceable based on the facts and circumstances of that case in accordance with the applicable state and federal law. To the company's knowledge, the enforceability of a contractual pre-dispute jury trial waiver in connection with claims arising under the federal securities laws has not been finally adjudicated by a federal court. However, the company believes that a contractual pre-dispute jury trial waiver provision is generally enforceable, including under the laws of the State of Georgia, which governs the subscription agreement. In determining whether to enforce a contractual pre-dispute jury trial waiver provision, courts will generally consider whether the visibility of the jury trial waiver provision within the agreement is sufficiently prominent such that a party knowingly, intelligently and voluntarily waived the right to a jury trial. The company believes that this is the case with respect to the subscription agreement. Investors should consult legal counsel regarding the jury waiver provision before entering into the subscription agreement.

If an investor brings a claim against the company in connection with matters arising under the subscription agreement, including claims under federal securities laws, an investor may not be entitled to a jury trial with respect to those claims, which may have the effect of limiting and discouraging lawsuits against the company. If a lawsuit is brought against the company under the subscription agreement, it may be heard only by a judge or justice of the applicable trial court, which would be conducted according to different civil procedures and may result in different outcomes than a trial by jury would have had, including results that could be less favorable to the plaintiff(s) in such an action.

Nevertheless, if this jury trial waiver provision is not permitted by applicable law, an action could proceed under the terms of the subscription agreement with a jury trial. No condition, stipulation or provision of the subscription agreement serves as a waiver by any holder of common shares or by us of compliance with any substantive provision of the federal securities laws and the rules and regulations promulgated under those laws.

In addition, when the shares are transferred, the transferee is required to agree to all the same conditions, obligations and restrictions applicable to the shares or to the transferor with regard to ownership of the shares, that were in effect immediately prior to the transfer of the shares of Preferred Stock, including but not limited to the subscription agreement.

There is no current market for Bear Village's shares.

There is no formal marketplace for the resale of our securities. Shares of the company's Common Stock may eventually be traded to the extent any demand and/or trading platform(s) exists. However, there is no guarantee there will be demand for the shares, or a trading platform that allows you to sell them. Investors should assume that they may not be able to liquidate their investment or pledge their shares as collateral for some time.

Risks Related to Certain Conflicts of Interest

The interests of Bear Village, Bear Village Asset Holdings – TN, LLC and the company's other affiliates may conflict with your interests.

The company's Amended and Restated Certificate of Incorporation, bylaws and Wyoming law provide company management with broad powers and authority that could result in one or more conflicts of interest between your interests and those of the officers and directors of Bear Village, Bear Village Asset Holdings – TN, LLC, and the company's other affiliates. This risk is increased by the affiliated entities being controlled by BEAR VILLAGE and all our officers and directors currently have an interest in BEAR VILLAGE, through ownership, as an officer or director in BEAR VILLAGE contractually or any combination thereof. Potential conflicts of interest include, but are not limited to, the following:

- BEAR VILLAGE and the company's other affiliates will not be required to disgorge any profits or fees or other compensation they may receive from any other business they own separate from the company, and you will not be entitled to receive or share in any of the profits, return, fees or compensation from any other business owned and operated by the management and their affiliates for their own benefit.
- The company may engage BEAR VILLAGE, or other companies affiliated with Bear Village to perform services, and determination for the terms of those services will not be conducted at arms' length negotiations; and
- The company's officers and directors are not required to devote all of their time and efforts to the affairs of the company.

DILUTION

Dilution means a reduction in value, control or earnings of the shares the investor owns.

Immediate dilution

An early-stage company typically sells its shares (or grants options over its shares) to its founders and early employees at a very low cash cost, because they are, in effect, putting their “sweat equity” into the company. When the company seeks cash investments from outside investors, like you, the new investors typically pay a much larger sum for their shares than the founders or earlier investors, which means that the cash value of your stake is diluted because all the shares are worth the same amount, and you paid more than earlier investors for your shares. If you invest in our Preferred Stock, your interest will be diluted immediately to the extent of the difference between the Offering price per share of our Preferred Stock and the pro forma net tangible book value per share of our Preferred Stock after this Offering.

As of September 30, 2020, the net tangible book value of the Company was three million dollars (\$3,000,000). Based on the number of shares of Common Stock issued and outstanding as of the date of the offering (30,000,000) that equates to a net tangible book value of approximately (\$0.10) per share of Common Stock on a pro forma basis. Net tangible book value per share consists of stockholders’ aggregate deficit divided by the total number of shares of Common Stock outstanding. Without giving effect to any changes in such net tangible book value after September 30, 2020, other than to give effect to the sale of 10,000,000 shares of Common Stock being offered by the company in this Offering for the net subscription amount of \$45,000,000 the pro forma net tangible book value, assuming full subscription, would be \$47,500,000. Based on the total number of shares of Common and Preferred Stock that would be outstanding assuming full subscription (40,000,000), that equates to approximately \$1.1875 of tangible net book value per share.

Thus, if the Offering is fully subscribed, the net tangible book value per share of Common Stock owned by our current stockholders will have immediately increased by approximately \$1.6085 without any additional investment on their behalf and the net tangible book value per Share for new investors will be immediately diluted by \$3.395 per share. These calculations do not include the costs of the Offering, and such expenses will cause further dilution.

Offering price per share of Preferred Stock*	\$	5.00
Net Tangible Book Value per share of Class A Common Stock Outstanding (based on 30,000,000 shares)	\$	0.10
Increased in Net Tangible Book Value per Share Attributable to Shares Offered in the Offering (based on 10,000,000 shares)	\$	1.125
Net Tangible Book Value per Share after Offering (based on 40,000,000 shares)	\$	1.1875
Dilution of Net Tangible Book Value per Share to Purchasers in this Offering	\$	3.8125

*before deduction of Offering expenses.

Future dilution

Another important way of looking at dilution is the dilution that happens due to future actions by the company. The investor’s stake in a company could be diluted due to the company issuing additional shares. In other words, when the company issues more shares, the percentage of the company that you own will go down, even though the value of the company may go up. You will own a smaller piece of a larger company. This increase in number of shares outstanding could result from a stock offering (such as an initial public offering, another crowdfunding round, a venture capital round, angel investment), employees exercising stock options, or by conversion of certain instruments (e.g. convertible bonds, preferred shares or warrants) into stock.

If the company decides to issue more shares, an investor could experience value dilution, with each share being worth less than before, and control dilution, with the total percentage an investor owns being less than before. There may also be earnings dilution, with a reduction in the amount earned per share (though this typically occurs only if the company offers dividends, and most early stage companies are unlikely to offer dividends, preferring to invest any earnings into the company).

The type of dilution that hurts early-stage investors most often occurs when the company sells more shares in a “down round,” meaning at a lower valuation than in earlier offerings. An example of how this might occur is as follows (numbers are for illustrative purposes only):

- In June 2014 Jane invests \$20,000 for shares that represent 2% of a company valued at \$1 million.
- In December, the company is doing very well and sells \$5 million in shares to venture capitalists on a valuation (before the new investment) of \$10 million. Jane now owns only 1.3% of the company but her stake is worth \$200,000.
- In June 2015, the company has run into serious problems and in order to stay afloat it raises \$1 million at a valuation of only \$2 million (the “down round”). Jane now owns only 0.89% of the company and her stake is worth only \$26,660.

This type of dilution might also happen upon conversion of convertible notes into shares. Typically, the terms of convertible notes issued by early-stage companies provide that in the event of another round of financing, the holders of the convertible notes get to convert their notes into equity at a “discount” to the price paid by the new investors, i.e., they get more shares than the new investors would for the same price. Additionally, convertible notes may have a “price cap” on the conversion price, which effectively acts as a share price ceiling. Either way, the holders of the convertible notes get more shares for their money than new investors. In the event that the financing is a “down round” the holders of the convertible notes will dilute existing equity holders, and even more than the new investors do, because they get more shares for their money. Investors should pay careful attention to number of convertible notes that the company has issued (and may issue in the future, and the terms of those notes).

If you are making an investment expecting to own a certain percentage of the company or expecting each share to hold a certain amount of value, it’s important to realize how the value of those shares can decrease by actions taken by the company. Dilution can make drastic changes to the value of each share, ownership percentage, voting control, and earnings per share.

PLAN OF DISTRIBUTION AND SELLING SECURITYHOLDERS

Plan of Distribution

BEAR VILLAGE, INC. is offering a maximum of 10,000,000 shares of Common Stock on a “best efforts” basis.

The cash price per share of Common Stock is \$5.

The company intends to market the shares in this Offering both through online and offline means. Online marketing may take the form of contacting potential investors through electronic media and posting our Offering Circular or “testing the waters” materials on an online investment platform.

The offering will terminate at the earliest of: (1) the date at which the maximum offering amount has been sold, (2) the date which is one year from this offering being qualified by the Commission, and (3) the date at which the offering is earlier terminated by BEAR VILLAGE, INC. in its sole discretion.

The company may undertake one or more closings on an ongoing basis. After each closing, funds tendered by investors will be available to the company. After the initial closing of this offering, the company expects to hold closings on at least a monthly basis.

The company is offering its securities in all states.

Incentives

The company intends to offer marketing promotions to encourage potential investors to invest, which may include offers such as offering a 10% discount on food and beverages at Bear Village locations for 10 years once the initial Bear Village locations open.

TAX CONSEQUENCES FOR RECIPIENT (INCLUDING FEDERAL, STATE, LOCAL AND FOREIGN INCOME TAX CONSEQUENCES) WITH RESPECT TO THE INVESTMENT PURCHASE PACKAGES ARE THE SOLE RESPONSIBILITY OF THE INVESTOR. INVESTORS MUST CONSULT WITH THEIR OWN PERSONAL ACCOUNTANT(S) AND/OR TAX ADVISOR(S) REGARDING THESE MATTERS.

No Minimum Offering Amount

The shares being offered will be issued in one or more closings. No minimum number of shares must be sold before a closing can occur; however, investors may only purchase shares in minimum increments of \$500. Potential investors should be aware that there can be no assurance that any other funds will be invested in this offering other than their own funds.

Selling Shareholders

Some founders may choose to sell securities into the offering of up to 15% of the overall amount raised; all net proceeds after deduction of founders sale in this offering will go to BEAR VILLAGE, INC.

Investors' Tender of Funds

After the Offering Statement has been qualified by the Securities and Exchange Commission (the “SEC”), the company will accept tenders of funds to purchase the shares. Prospective investors who submitted non-binding indications of interest during the “test the waters” period will receive an automated message from us indicating that the Offering is open for investment. We will conduct multiple closings on investments (so not all investors will receive their shares on the same date). Each time the company accepts funds transferred from the Escrow Agent is defined as a “Closing.” The funds tendered by potential investors will be held by our escrow agent, Prime Trust, LLC (the “Escrow Agent”) and will be transferred to us at each Closing. The escrow agreement can be found in Exhibit 8 to the Offering Statement of which this Offering Circular is a part.

Process of Subscribing

You will be required to complete a subscription agreement in order to invest. The subscription agreement includes a representation by the investor to the effect that, if you are not an "accredited investor" as defined under securities law, you are investing an amount that does not exceed the greater of 10% of your annual income or 10% of your net worth (excluding your principal residence).

If you decide to subscribe for the Preferred Stock in this Offering, you should complete the following steps:

1. Go to Bear Village, Inc. Website, click on the "Invest Now" button;
2. Complete the online investment form;
3. Deliver funds directly by check, wire, debit card, or electronic funds transfer via ACH to the specified account;
4. Once funds are received an automated AML check will be performed to verify the identity and status of the investor;
5. Once AML is verified, investor will electronically receive, review, execute and deliver to us a Subscription Agreement.

Any potential investor will have ample time to review the Subscription Agreement, along with their counsel, prior to making any final investment decision.

If a subscription is rejected, all funds will be returned to subscribers within thirty days of such rejection without deduction or interest. Upon acceptance by us of a subscription, a confirmation of such acceptance will be sent to the subscriber. Escrow Agent has not investigated the desirability or advisability of investment in the shares nor approved, endorsed or passed upon the merits of purchasing the securities.

The company has agreed to pay the Escrow Agent: (These are transaction fees will be determined at a later date.)

- \$ _____ for escrow account set-up fee,
- \$ _____ per month escrow account fee for so long as the Offering is being conducted,
- a cash management fee of % of funds processed (up to a maximum of \$ _____)

The escrow agent has not investigated the desirability or advisability of investment in the shares nor approved, endorsed or passed upon the merits of purchasing the securities.

The company intends to engage a registered transfer agent with the SEC, who will serve as transfer agent to maintain shareholder information on a book-entry basis; there are no set up costs for this service, fees for this service will be limited to secondary market activity. The company estimates the aggregate fee due to the transfer agent for the above services to be \$ _____ annually.

USE OF PROCEEDS TO ISSUER

The following discussion addresses the use of proceeds from this Offering. The company currently estimates that, at a per share price of \$5, the net proceeds from the sale of the 10,000,000 shares of Preferred Stock will likely be \$45,000,000 after deducting the estimated offering expenses of approximately \$5,000,000.

The following table breaks down the use of proceeds into different categories under various funding scenarios:

Gross Proceeds	\$ 1,000,000	\$ 12,500,000	\$ 25,000,000	\$ 50,000,000
Estimated offering expenses (1)	\$ 350,000	1,500,000	2,500,000	5,000,000
Estimate Founders Sale	\$ 0	\$ 1,250,000	\$ 2,500,000	\$ 5,000,000
Net Proceeds	\$ 650,000	\$ 9,750,000	\$ 20,000,000	\$ 40,000,000
Development period overhead (2 years pro rata) (This includes operating expense that is incurred during the development and construction of the initial site(s) (2))	\$ 50,000	\$ 1,250,000	\$ 1,500,000	\$ 2,000,000
Land & building improvements, engineering and construction	\$ 550,000	\$ 7,875,000	\$ 17,750,000	\$ 37,250,000
Working capital*	\$ 50,000	\$ 625,000	\$ 750,000	\$ 750,000
Total use of proceeds	\$ 650,000	\$ 9,750,000	\$ 25,000,000	\$ 50,000,000

(1) Estimated offering expenses include legal, accounting, printing, advertising, marketing and state notice fees and other expenses of this Offering.

(2) These amounts may be used to pay expenses relating to salaries, bonuses, and other compensation to our officers and employees.

* 5% of gross proceeds are allocated to working capital subject to a maximum working capital amount of \$750,000. The above estimates for overhead improvements and working capital are subject to change based upon the timing and amounts of gross proceeds and development timetables.

Cost per facility and Phase 1 costs.

We anticipate the total cost for each Southeastern facility will be approximately \$30,500,000. Below is a tentative breakdown of costs:

- Cost of land: up to \$5,000,000
- Zoning: up to \$200,000
- Architects, designer and engineers: up to \$300,000
- Construction: up to \$24,500,000
- Training of employees: up to \$500,000

The company may also finance the construction with mortgage financing. For additional information see "[Management Discussion and Analysis – Plan of Operations.](#)"

We reserve the right to change the above use of proceeds if management believes it is in the best interest of the company.

THE COMPANY'S BUSINESS

BEAR VILLAGE MISSION STATEMENT

Bear Village, Inc. is committed to consistently providing our guests with a superior experience by presenting a unique atmosphere and world class hospitality in a state of the art, multi-faceted resort that highlights and promotes the Pigeon Forge community, and the natural wonders of the Smokey Mountains. By committing to supporting the environment, conservation and the preservation of Bear and Bear Habitat through education BEAR VILLAGE will enhance the lives of guests and the community through its mission. Bear Village understands that excellence in customer experience and investor return can only be delivered through excellence in Management, associate training and through becoming an asset to the community.

BEAR VILLAGE VISION

The mission of BEAR VILLAGE Resorts is to be the premier destination Hotel & Resort by distinguishing its services not only as unique but above and beyond all other competing resorts.

To accomplish this goal, we are committed to hiring the most skilled management company who will in turn ensure our staff will be well trained, friendly and always willing to go above and beyond the call of duty to cater to our guests' individualized needs. We will place the strongest degree of attention and commitment on service, atmosphere, quality and excitement.

OVERVIEW

Bear Village, Inc. has identified the drive to destination resort market as its primary interest and has focused its efforts on the development of premiere Family Destination Resort featuring Eco-Friendly, Eco-Tourism in conjunction with education in a heavily themed Resort. The initial developments will primarily focus on Tennessee, Georgia, North Carolina and South Carolina. The Company has two resorts in development. The first, in Pigeon Forge, TN is the furthest in concept development. A second property located in Jackson County, Georgia is undergoing initial site layout. Additional properties will be acquired as destination resort demographics are evaluated. The goal is to provide family get away resorts from cities and suburb communities within a four or five-hour driving radius of the resorts.

Each resort will be owned and managed by a locally established "Bear Village Asset Holdings -"Location Identifier", LLC. Strategic partners will own portions of the assets and business within each Resort. The daily operations and general management of the hotel portion of the resorts will be performed by Fairview Hospitality LLC, working in unison with Bear Village Asset Holdings, and their collective team of industry professionals each with over 20 years in the hospitality industry. Fairview Hospitality will provide a professional, experienced on-site management team.

Quality family entertainment and experiences is the primary focus of Bear Village Asset Holdings. The construction and commercialization of the proposed resorts is factored into the initial development phase detailed within.

The first resort to be developed is BEAR Village – TN will be owned by Bear Village Asset Holdings – TN, LLC which is situated on over 49 acres in Pigeon Forge, TN. The company's proposed resort will be designed to provide the type of facilities the current market demands. Situated on the land will be a 250+ unit Condominium development, 250+ Time Share units, 250 room resort hotel, 80,000 sq. ft. Indoor Water Park, 15,000 Gallon Fresh Water Aquarium, 90,000 sq. ft. Family Entertainment Center and 20,000 sq. ft. banquet and conference center. Within the resort facilities will be numerous revenue centers including multiple food and beverage outlets, unique retail outlets, chair lift unique photo opportunities, our unique Family Entertainment Center.

The project also has and will continue to receive tremendous support at the community, city, county and state levels.

RESORT CONCEPT

Bear Village Asset Holdings LLCs will each construct, own, and operate a mixed-use, unique destination, resorts and condominiums themed primarily around wildlife habitats, mountain ecosystems and waterfront (rivers, lakes and waterfalls) easily accessible to the resort visitors and residents.

KEYS TO SUCCESS

Based on research, the overwhelming success of BEAR VILLAGE will be defined by its appeal and overall ability to service a variety of markets. The independent themed hotel and bear habitat joined with a Family Entertainment Center will primarily target families with children from ages 3-18. The property will primarily target travelers interested in eco-tourism and educational vacations.

We believe that our main keys to success include:

- o Ideal location:
 - o Centrally located
 - o Adjacent to destinations that are already successful.
 - o Located in a proven destination market
 - o Easy access from multiple major roads
 - o Across from the Ripley Aquarium that has over a million annual visitors.
 - o Located right at the entrance to the Smokey Mountain National Park.
 - o Within a day's drive of over 10 million people of the United States.
- o Creating a "drive to" destination resort:
 - o Providing popular and wide-ranging unique activities
 - o Indoor and outdoor environments for year-round entertainment
 - o Superior lodging accommodations
 - o Ample family activities
 - o Family Friendly Experiences
 - o Unique Lodging Opportunities for education-based tourism and eco-tourism
- o Professionally managed to:
 - o Optimize Occupancy and Rate in each travel segment
 - o Higher weekend demand compared to competition
 - o Aggressive yield rate management program
 - o Provide a consistently superior guest experience
 - o Control costs through superior design and operational supervision
- o Ample parking & Easy Access

MILESTONES

Set forth below are the main milestones in the schedule of proposed development. We have carefully reviewed the timelines for start-up and firmly believe that, once financing is completely secured, development and construction of BEAR VILLAGE can be completed within 20 months of breaking ground.

- **Property in Georgia (49 Acres +/-) Under Contract and Property in Tennessee (49 Acres +/-) the Contract is Pending**
- **Regional and Industry Feasibility Studies for Tennessee and Georgia - COMPLETE**
- **Assemble Design / Management Team - COMPLETE**
- **Preliminary Master Plan/Concept/Schematic Drawings - COMPLETE**
- **Complete Conceptual Drawings - COMPLETE**
- Conduct Environmental Studies -
- Complete Architectural/Engineering/Landscaping
- Submit For Zoning/Permitting
- Complete Drawings to 50%
- Secure GMP
- Secure Construction/Senior Financing
- Full drawings/engineering
- Order Long Lead Time Items
- Receive Permitting
- Site Preparation
- Close on construction loan
- Develop / Write/ Execute Sales and Marketing Plan
- Begin Construction
- Develop Standard Operational Procedures
- Develop Employee Manuals
- Hire Key Personnel
- Prepare/Implement Initial Marketing Campaign

- Order FF&E
- Hire Staff
- Install FF&E
- Order Opening Inventories
- Training
- Soft Opening
- Grand Opening –
 - o Summer 2022

Building sizes and themeing are subject to change.

THE BEAR VILLAGE EXPERIENCE

Bear Village’s focus is to create a known experience for its patrons and their families where they can experience a mixture of family activities, dining, adult activities, and eco-friendly exploration. A model for the resorts is Kiawah Island in South Carolina. The significant difference is that BEAR Village focuses on mountain and inland waters to create the experience they desire. By bringing the experience off of the crowded and expensive coast line the resort becomes more affordable to families for vacation homes and extended visits.

Bear Village has teamed with national and regional industry leaders and experts on this project including: Smallwood, Reynolds, Stewart, Stewart and Associates, Inc. (project Architect), Gary Goddard Entertainment (Design and Theming), McGillivray Consulting Group (Project Cost Management), Baker Leisure Group (land use economic analysis), Aquatic Pools and Construction (Water Park Design and Construction), Fairview Hospitality, LLC (Operations and long term management) and Skyline Engineering (Cost Management & Civil Engineering).

Common Resort Features:

As a family resort it is important the clients know what to expect and how the resort operates so children are easily managed and entertained while adults can find interesting activities for themselves. Common features include:

- **Full Service Name Brand Hotel:** Bear Village has recruited Wyndam Resorts as a partner hotel service provider for the Tennessee and Georgia resorts.
- **Indoor Water Park:** The activity center for the entire family will include indoor and outdoor access, slides, lazy rivers, dry land sprays and open swim areas.
- **Family Entertainment Center:** The family entertainment center will consist of electronic activities prizes, movies and restaurant. The Entertainment Center will also offer age appropriate educational activities for children under 15 to allow adults to enjoy the resort on a different level.
- **Restaurants:** As part of the resort a main Village Square consisting of unique restaurants, ice cream and snack areas and a micro-brewery.
- **Day Trips, Hikes and Outdoor Activities:** The resort will partner with local activity centers to promote day trips to attractions, hiking local trails and taking advantage of what the local community offers such as canoeing, boating or skiing.
- **Indigenous Wildlife Rescue, Rehabilitation & Re-introduction Way Station:** The resort will make available adequate space for a fully licensed and experienced P.E.T.A approved outfit to conduct ongoing rescue, rehab recovery and eventual re-introduction of area wild life in need.

THE COMPANY'S PROPERTIES

BEAR VILLAGE ASSET HOLDINGS – TN, LLC

BEAR VILLAGE – TN is strategically located near wildlife habitats, the Smokey Mountains and hiking trails while the resort itself includes:

- 80,000 sq. ft. Indoor Water Park
- 250 Unit Condominium Development
- 250 Time Shares Units
- 250 Room Uniquely Themed Hotel
- Entertainment/Retail Areas
- Family Oriented Entertainment and Dining
- Family Entertainment Center.

The Resort will be constructed at 520 Historical Nature Trail just off of the intersection of RT 441 and Airport Road and in downtown Pigeon Forge TN. Centrally located within the Sevier County Tourism area, the Resort will bring much needed family focused experiences to the region.

The location is ideally located near the major intersection in Pigeon Forge and next to the Dollywood theme park, which serves as a major destination area and tourism center for the region. Pigeon Forge receives over 9 million visitors per year.

The Resort would be completed as Phased Development. Phase I will be developed consisting of 2 buildings each with 50 (3 unit lock-outs) 1,210 sq. ft. Condos. Phase II will be the development of Resort amenities including the Indoor Water Park, Family Entertainment Center and Meeting Space, Retail and Restaurants. In addition, a 250 room lodge would be completed. The Lodge, Condominium operations and amenities will provide the \$100 million dollar resort project with over \$10 million (stabilization +2 years) in operational income per year. The Resort will contain the following: 250 Deluxe Themed Hotel Units and Suites, a 90,000 sq. ft. Family Entertainment Facility including a family arcade center and Adventure Park, 80,000 sq. ft. Indoor Water, 15,000 Gallon Fresh Water Aquarium, themed restaurants, gift shops, retail shopping and other family-oriented entertainment venues.

This resort will benefit from a highly desirable location and unique to the market programming which is designed to produce a higher than average return on investment. To achieve this, the experienced management team will take advantage of the ability to service numerous market segments allowing for optimum performance through yield and rate management.

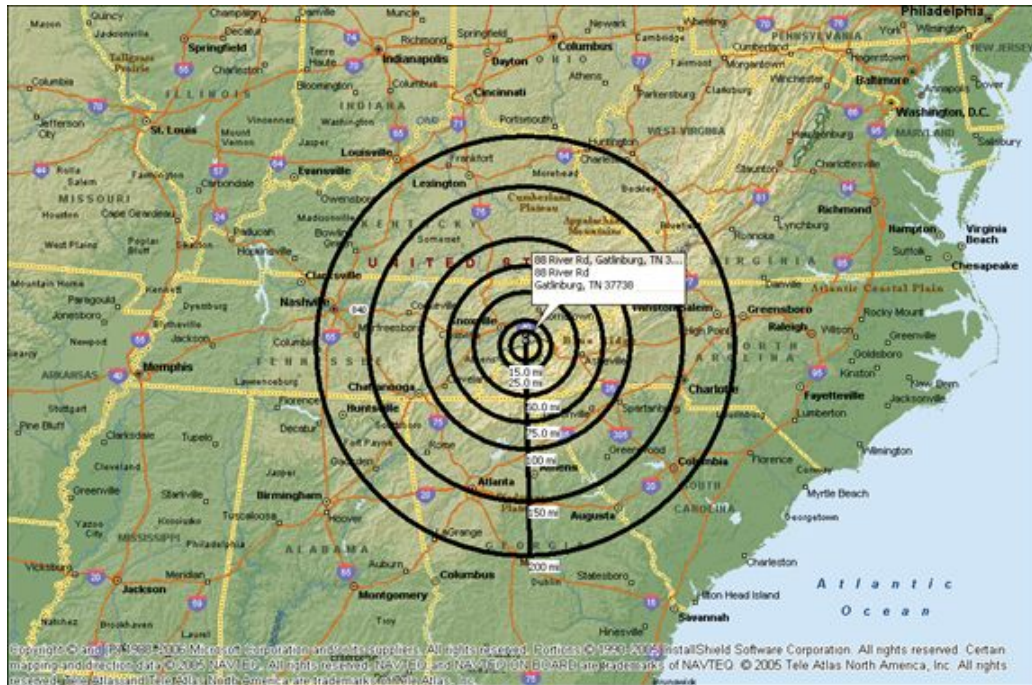
The Condominiums will sell for an average \$495,000 per Unit. Sales commission will be \$30,000 per Unit. We have an estimated construction Cost of \$197,000 per Key. Total Construction Cost will be \$19,654,000.

Total Revenue from Condo Sales \$495,000 (per unit) X 250 units	\$ 123,750,000
Less Sales Commission	\$ 7,500,000
Less Marketing Cost	\$ 2,500,000
Less Construction Cost (construction plus Development Costs)	\$ 49,250,000
Cash Available for debt servicing	\$ 64,500,000



Location:

Map-Radials



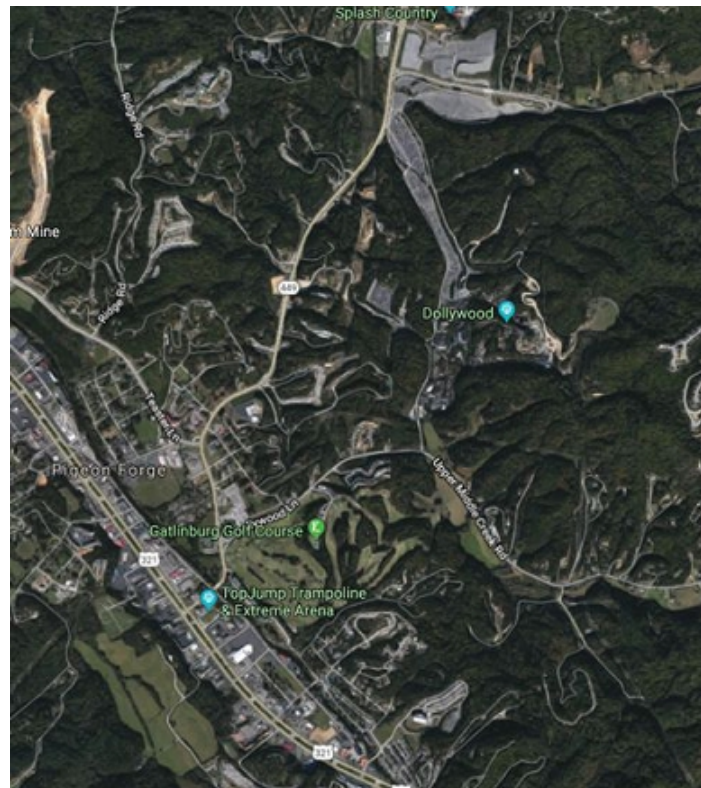
Map – Drive Time Radials



Map – Local Area



Aerial Image – Site Location Within Neighborhood



Rendering



FACILITY OVERVIEW

BEAR VILLAGE will feature:

- 250 Room Full-Service Themed Hotel
- 100 Condominium Units in Phase I
- 150 Condominium Units in Phase III
- 250 Timeshare Units
- 90,000 sq. ft. Family Entertainment Center and Adventure Park
- 80,000 sq. ft. Indoor Water Park
- 15,000 gallon aquarium
- 20,000 sq. ft. Conference Center
- 2 Restaurants
- 10,000 sq. ft of Specialty Retail

The Hotel at BEAR VILLAGE will feature 250 beautifully appointed themed guest rooms and suites. From an overnight stay, educational field trip, to a family reunion, you will find the hotel perfect for your needs.

The suites will include:

- Deluxe Rooms and Two Bedroom Units – Each oversized room and suite will be tastefully decorated with bear and Smoky Mountain touches, designed with the family in mind and constructed with the most durable goods for high occupancy levels.
- Serta Master Suite King or Queen Beds
- Terraces with exceptional views (available with some rooms)
- 300 Count Egyptian Cotton Linen Package with overstuffed duvets and A Pillow Towers. The bedding package will be soothing and comfortable. Guests will also have the option of requesting pillows in a variety of firmness levels.
- Oversized Queen size Sofa Sleepers
- Upgraded Bathrooms:
 - o Deluxe Shower Head and Control Features
 - o Lighted Adjustable Makeup Mirrors
 - o Larger Granite Vanity Tops

- Granite Wet Bar Areas With Microwaves & Refrigerators
- Tech Savvy Room Features –
 - o 40+” LCD Televisions with front AV inputs
 - o RF and Electronic Door Locks
 - o I-Pod docking stations at all clock radios
 - o Wired and wireless high speed internet

The Hotel will also feature:

- Full Service Restaurant – Featuring Upscale Family Friendly Menu
- Sports Pub
- Additional Food Kiosks (Coffee Bar, Grab N Go, Dessert Bar etc.)
- Concierge Desk – Featuring Dream Makers
- Business Center (a larger business center will be available at the Summerfield Suites)
- Laundry and Valet Service
- GEM Guest Service Program
- Green Program

Food, Beverage & Catering Production

Located within the Resort will be multiple food and beverage outlets. Besides the more traditional full service restaurant and lounge, there will also be several kiosks that will offer the latest trends in novelty food and drinks. Food and beverage outlets will be strategically located to provide an optimum guest experience while maximizing efforts to consolidate kitchens, storage and operational costs.

Restaurant

Within the themed independent full service hotel at BEAR VILLAGE there will be a full service restaurant. The restaurant will seat 300 in the main dining area with additional seating available at the attached sports bar. Additional seating will be provided seasonally along the terrace. The restaurant will be thoughtfully designed in the theme of the resort. The full service restaurant will be open for breakfast, lunch and dinner daily. In keeping with the resort’s theme, menus will offer individual entrees as well as family style entrees.

The dinner menu will change seasonally while breakfast and lunch menus will be updated twice a year. The menu will consist of items made from scratch daily by our skilled culinary team. Produce, dairy, meat, and paper will be purchased from local vendors as much as possible. The restaurant will utilize a national food service vendor for a majority of its products.

Guests will have the availability to order room service from the full service restaurant and lounge.

Sports Bar

The Resort’s sports bar will share a common wall with the full service restaurant. Open early afternoon through late evening the sports bar will also offer the lunch and dinner menus from the adjoining restaurant. The sports bar will then offer a limited late night finger food menu after 10:00 p.m. The sports bar will be heavily themed and offer a variety of specialty drinks served in souvenir glasses and mugs. All specialty drinks will also be available in a non-alcohol version.

The sports bar will offer entertainment weekly. The entertainment will range from acoustic groups to disc jockeys. Multiple video screens will be carefully located to allow for the displaying of various sporting events without affecting the overall ambiance of the lounge.

Family Entertainment Center

- A wide range of state of the art arcade video games
- Pool Tables
- Bowling
- Shuffleboard
- Entertainment

The Shoppes at BEAR Village

The Shoppes at Bear Village will be a 10,000 sq. ft. mixed use facility located on the Resort's campus which will include multiple specialty retailers. The upscale feel of The Shoppes at BEAR Village will be carried over in the outdoor terrace seating for both the restaurants and the habitat areas.

OPERATIONS

BEAR VILLAGE will be located in Pigeon Forge, TN. The individual components of the resort will have varying hours of operation. There will be multiple access points to the Resort property. All lodging areas will have secured access via electronic card key locks. Separate parking and service drives will be established for staff parking and deliveries.

All efforts will be focused on creating seamless operations between the individual Resort components. All Resort staff members will be expertly trained to provide accurate and knowledgeable information about all Resort areas. Signage and all printed collateral pieces will also communicate a message of seamless operations.

Hours of Operation

The Resort's wide array of attractions and facilities will offered varied hours throughout the year. The operational hours will be carefully determined after taking numerous factors into consideration. Ultimately hours of operation will be tied directly to overall demand.

Hotel

The themed hotel will be open 24 hours a day, 7 days per week. The hotels will operate at close to peak conditions year round with the highest demand periods typically based around school breaks and conference and convention months.

Family Entertainment Center

The FEC will be open 7 days per week 9:00a.m. to 12:00a.m. On Fridays, Saturdays and Holiday periods, the arcade will operate from 9:00a.m. to 12:00a.m. or later if business warrants. Marketing of "lock-in" parties will generate additional business to take place after hours when the FEC is typically closed.

Retail Shopping

The Shoppes at BEAR Village will generally be open 10:00 a.m. – 9:00 p.m. Monday through Saturday and 12:00 p.m. – 9:00 p.m. on Sundays. Some shops will be closed on various holidays throughout the year, but leases will be written to ensure that at least some shops are open to Resort guests every day of the year. Shop hours will also generally increase around the Christmas Holiday shopping season and special Center wide sales periods.

Restaurants within the Center will be open 365 days a year and will be required to be open extended hours as needed.

Operating Philosophies – Creating the Best Guest Experience

Today's guests are more demanding than ever. Guests are well educated and need to feel as they are in control at all times. It is important to realize that it is no longer just about providing excellent guest service, but rather in today's age it is critical to provide a POSITIVE GUEST EXPERIENCE.

The guest experience starts from the first message a potential guest ever receives regarding BEAR VILLAGE, through the reservation process, every moment of the physical trip and then the messages received after their trip. A guest experience is all encompassing and never ending. With this in mind, BEAR VILLAGE is dedicated to providing the ultimate guest experience to every guest during every visit.

Successful operation of BEAR VILLAGE will be critical in the Resort's ability to be profitable. Enormous care and effort will be placed upon ensuring the highest level of professional "guest obsessed" service is consistently delivered. The direction and leadership provided by Fairview Hospitality will be paramount in achieving the needed operational success. Planning, organization and execution will be the cornerstones of this success.

Management

A highly skilled "leadership" team will be assembled to provide the day to day management and direction of the Resort (Resort consisting of the hotels, indoor water park and indoor theme park). Individuals chosen for this team must have the necessary skill set and demonstrate the ability to be an effective leader.

The management team will utilize a hands-on approach and will spend the majority of their time directly communicating and interacting with guests and staff alike. The executive level managers will inspire line level managers to be true leaders by acting as: manager, psychologist and cheerleader all at the same time. Fairview Hospitality will provide the necessary leadership to ensure that the onsite team makes decisions that lead to positive actions, act as role models for saving time and money, demonstrate a consistent delivery of the "guest obsessed" service model and how to understand people's motivation and how to melt resistance.

The management organizational chart includes an overall Resort General and Assistant Manager. These key individuals are directly responsible for mentoring and monitoring the performance of all other managers as well as reporting to Fairview Hospitality.

Client Interactions

Guest Obsessed Service

BEAR VILLAGE will be known for its ability to transport guests to a world away not only because of the visual environment and the facilities but also because of the guest obsessed service that they receive from every staff member each and every day. The guest obsessed philosophy is deeply rooted in the sincere belief that each and every staff member's paychecks are signed by the guests. The guest obsessed service philosophy is a culture that is implemented through orientation and training and carried on every day through monitoring and coaching.

Each member is an equally important link in the guest obsessed culture. Even staff members who may rarely see a guest are trained and constantly coached on their importance to the overall guest experience.

Continuous Improvement – Guest Experience Based

Even before BEAR VILLAGE opens, a continuous improvement team will be implemented to ensure processes and procedures are followed in day-to-day operations. The Guest Experience Improvement Team constantly evaluates the feedback from surveys and guest relations issues to strive for a better process tomorrow. Teams will be comprised of staff and management at each Resort component.

BEAR VILLAGE will never rest on the World Class Reputation that it will earn during opening. Instead the Guest Experience Improvement Team will meet biweekly to determine the "dirty dozen" of guest service issues and or concerns. The team will submit to the Resort management a plan of action to remove each item from the "dirty dozen".

Human Resources and Training Philosophies

The fundamental philosophy of the human resources team at the Resort is; if you take care of your associates they will take care of your guests. With that in mind a comprehensive human resources program will be developed and implemented. An emphasis will be placed on proper recruitment, training and retention. Focusing on these areas of human resources will allow the resort to develop a seasoned team of staff members that can provide the “Guest Obsessed” approach to seamless operations.

Potential candidates for staffing positions will go through a series of behavioral interviews designed to examine how a candidate will react in certain situations. All candidates will then have to successfully attend an associate orientation program before position specific training.

Training programs will include initial position specific training, ongoing teachable moments and the Hospitality Spirit programs. The management team will ensure that the four step training method is utilized in all training programs.

Besides hourly training programs, the management team will receive ongoing training on a monthly and quarterly basis. The members of the management team will receive training on time management, how to train, critical decision processes, resolving conflicts and much more.

Retention programs will be developed to increase the “buy in” each associate and manager has with the Resort. Staff members will receive unique “perks” in addition to their hourly wage or salary. Perks will include: free or reduced use of all Resort activities, intramural athletic leagues, and company sponsored family activities, scholarship programs, semiannual Resort-wide celebrations and much more.

Prior to opening a friends and family series of “dry runs” will take place in all operational areas to provide real practical experience to the opening staff. Staffing levels during the opening period of the Resort will be intentionally higher to ensure the level of desired services for our initial Resort guests.

Employees: Actors on a Stage

The development of the Resort will provide careers with advancement opportunities for many local residents. It is anticipated, when fully operational, BEAR VILLAGE will have four hundred (400) full and part time associates in different departments of the Resort.

We will be an equal opportunity employer and our criteria for employment will encompass the skills and attitude needed to provide a family friendly environment. Our staff will be chosen based upon our history of hiring staff that always strive to consistently “live” the experience we are striving to provide.

All employees will be hired under strict hiring guidelines that select candidates who demonstrate the proper skill sets needed to deliver a superior guest experience. Employees will be orientated and trained in programs that educate them to the importance of the “show” experience and that they are truly “actors” on a large stage producing memories in everything that they say or do.

Continuous Improvement - Employer/Employee Based

BEAR VILLAGE will be recognized locally, regionally and within the nation as an employer of choice. The complex will operate under the guiding rule that “If you take care of your staff, your staff will take care of your guests”. A committee of employees representing the entire Resort will be established to chart a course of continuous improvement for BEAR VILLAGE as an employer.

The Employee Continuous Improvement committee will set forth an agenda that addresses concerns from fellow employees in regards to safety, security, fair working practices and how to build a better culture for overall morale. Members on this team will meet biweekly and will serve on the committee for no longer than four months.

Hotel Operating Philosophies

BEAR VILLAGE will include a 250 room independent themed hotel. The hotels will be managed to consistently exceed the guest's expectations. The hotels will operate as such to provide Resort guests with a seamless experience.

The success of the hotels will be defined by the ability to provide a rewarding experience through a clean, well maintained room and the delivery of professional "guest obsessed" service and amenities. The hotel management team will motivate and manage a staff of professionals that will strive to consistently provide all of these.

Upon arrival a guest's last name will be obtained through a warm greeting. Then at every occasion each guest will be respectfully addressed by their last name. Every staff member will receive ongoing training promoting the BEAR VILLAGE "Guest Obsessed" service approach. Specific service programs will be written and executed by department (example: The front desk agents will provide several dining options and offer to make reservations to all arriving guests. Housekeepers will be trained to provide a different "special touch" item to a stay over room each day).

Cleanliness and upkeep of the rooms is the other ingredient to the successful operations of the hotels. During the planning and design phase careful consideration will be given to using finishes and case good that will provide a durable product that will maintain its luster for years to come.

Profitability will be maximized through the combination of well executed sales and marketing plan, an aggressive yield management strategy and the daily monitoring of all controllable expenses.

Maintenance Operating Philosophies

Extensive preventative maintenance schedules will be established prior to opening. This will allow for safe operations as well as to ensure that all equipment and attractions will reach their useable life span. Keeping equipment in pristine operating condition will assist in producing a positive guest experience as well as reduce long term maintenance operating costs.

Energy Operating Philosophies

As energy costs continue to rise, it will be critical for constant monitoring of energy costs, usage, and analyze for areas to reduce and or conserve. Annual audits will be performed to provide an accurate assessment of the results of all conservation efforts.

Equipment will be maintained in optimal condition to not only ensure the life expectancy of the product but to achieve the optimal level of performance from same.

Procedures will be developed to ensure that equipment and facilities operate under the US green building council (USGBC) and energy efficiency resource standards (EERS).

BEAR VILLAGE ASSET HOLDINGS – GA, LLC

BEAR VILLAGE ASSET HOLDING- GA, LLC is located north east of Atlanta with access to hiking, golf resorts and habitats while the plans for the resort itself include:

- 80,000 sq. ft. Indoor Water Park
- 250 Unit Condominium Development
- 250 Time Share Units
- 250 Room Uniquely Themed Hotel
- Entertainment/Retail Areas
- Family Oriented Entertainment and Dining
- 90,000 sq. ft. Family Entertainment Center and Adventure Park
- Indigenous Wildlife Rescue, Rehabilitation & Re-introduction Way Station

The development of this property will proceed substantially identical to the description of the Tennessee facility.

Phase I will consist of 2 buildings each with 50 (3-unit lock outs) 1,210 sq. ft. condos.

Phase II will consist of the Lodge, Indoor Waterpark, Restaurants, Family Entertainment Center and Main Lobby/Welcome Center and Sales Offices.



BEAR VILLAGE – Commerce, Georgia Resort Features:

The Resort to be constructed at in Commerce, Georgia. The location is located within driving distance from Atlanta, GA and Greenville/Spartanburg, SC. Commerce GA projects to receive over 7 million visitors per year.

Similar to the Pigeon Forge Resort, Commerce, GA would be completed as Phased Development. Phase I will be developed consisting of 2 buildings each with 50 (3 unit lock-outs) 1,210 sq. ft. Condominiums. Phase II will be the development of Resort amenities including the Indoor Water Park, Family Entertainment Center and Meeting Space, Retail and Restaurants. In addition, a 250 room lodge would be completed. The Lodge, Condominium operations and amenities will provide the \$100 million dollar resort project with over \$10 million (stabilization +2 years) in operational income per year. The Resort will contain the following: 250 Deluxe Themed Hotel Units and Suites, a 90,000 sq. ft. Family Entertainment Facility including a family arcade center and Adventure Park, 80,000 sq. ft. Indoor Water, themed restaurants, gift shops, retail shopping and other family-oriented entertainment venues.

This resort will benefit from a highly desirable location and unique to the market programming which is designed to produce a higher than average return on investment. To achieve this, the experienced management team will take advantage of the ability to service numerous market segments allowing for optimum performance through yield and rate management.

The Condos will sell for an average of \$395,000 per Unit. Sales commission will be \$30,000 per Unit. We have an estimated construction Cost of \$197,000 per Key. Total Construction Cost will be \$19,654,000.

Total Revenue from Condo Sales \$395,000 (per unit) X 250 units =	\$	98,750,000
Less Sales Commission	\$	6,000,000
Less Marketing Cost	\$	2,500,000
Less Construction Cost (construction plus Development Costs	\$	43,750,000
Cash Available for debt servicing	\$	46,500,000

Map – Local Area



MARKET OPPORTUNITY

Covid19 is changing the manner in which families vacation. Crowded planes, airports and other opportunities to violate social distancing protocols will limit the distance families will travel and the manner in which they travel. A diversified resort, within a reasonable drive from home, will present a low group interaction, high family interaction opportunity. BEAR VILLAGE Resorts will implement strict cleaning and sanitizing procedures across the resort.

In addition to Covid19 the rapidly increasing costs making visiting the typical destinations of Florida and California too expensive for average families, more and more are traveling within a day's drive for their vacation/recreational needs.

This clear trend toward regional travel allows busy, hard-working American families to make more frequent trips of shorter durations, providing a needed break from the routine without breaking the bank. Key to this trend are resort destination locations that offer additional activities for the family. Destination Resorts with unique offerings fill this need. Additionally, BEAR VILLAGE Resorts offer the market a unique offering that compliments the elements that already make Pigeon Forge, TN, Commerce, GA and similar locations tourist vacation destinations.

Indoor water parks have expanded in recent years, bringing resort experiences, nature-themed getaways, and favorite characters to receptive markets. As 2020 dawned, the prospects looked bright for the global water parks industry following two decades of growth. In the United States alone, indoor and outdoor water park openings were expected to "total over \$1 billion in investment in 2020," according to David J. Sangree, president of Hotel & Leisure Advisors, in the hospitality consulting firm's "2020 U.S. and Canada Waterpark and Resort Trends" analysis. Market watchers were keenly awaiting indoor water park launches, including the Kalahari Resort in Round Rock, Texas, and Great Wolf Lodge in Manteca, California.

According to David Sangree of HLA, At the beginning of 2020, the continuing trend of two decades of growth was expected in the waterpark industry. Major projects will open throughout the United States in both the indoor and outdoor waterpark categories totaling over \$1 billion in investment in 2020. Fourteen new standalone waterparks and one resort with outdoor waterpark are anticipated to open. The indoor segment will total square feet of new waterpark space in 17 properties.

As of February 2020, the United States and Canada had a total of 1,175 water parks. Twenty-six of those properties opened in 2019. More than half of these openings were in the standalone outdoor segment (the most popular waterpark segment), with four new private facilities and 10 new municipal facilities. Eight openings contributed to the indoor supply, and four resorts opened new outdoor water parks.

The trend of successful indoor water parks focuses on a complete guest experience. The incorporation of Adventure Park elements into the indoor water park coupled with an expanded set of experiential activities like the bear habitat will run through the entire resort.

BEAR VILLAGE is perfectly positioned to capitalize on the learning's from the Destination Resort industry and create a unique resort that will drive guest visits through interactive learning, environmentalism, and wildlife exposure in a highly themed environment.

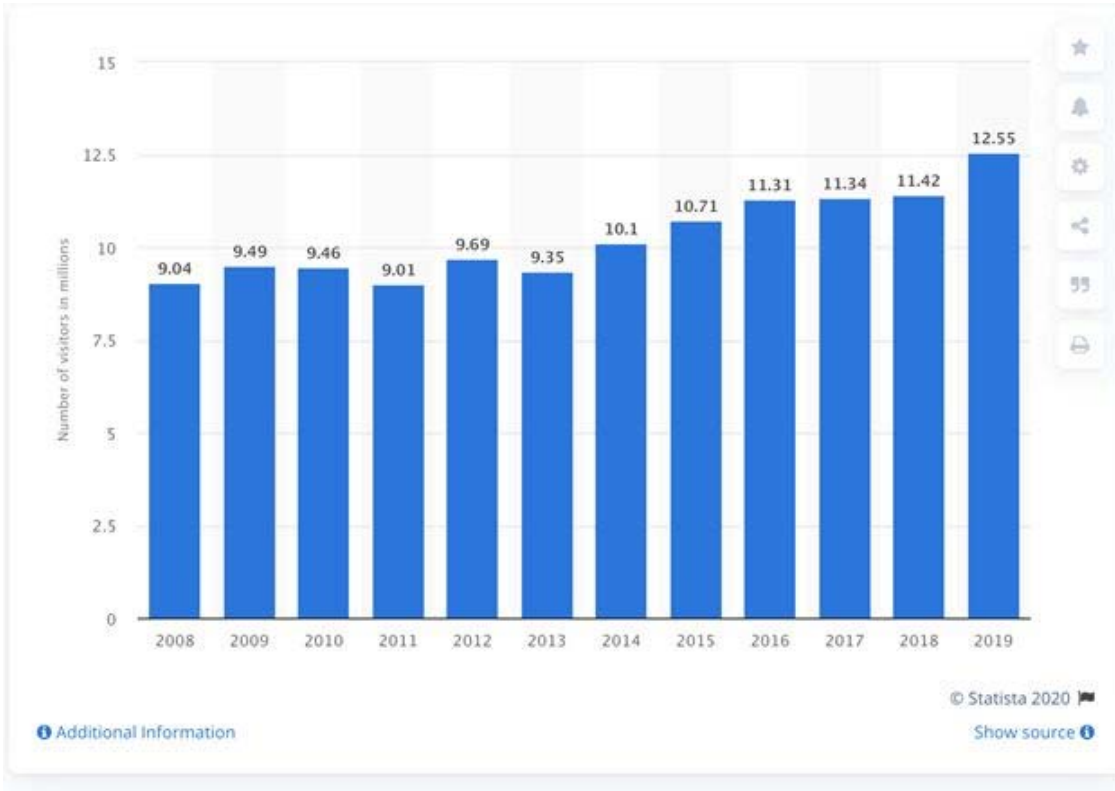
Both the State of Tennessee and Sevier County have experienced consistent growth in the leisure tourism sector over the past several years. The area has emerged as a significant tourist destination and boasts a strong infrastructure that further supports the growth of the industry. Overall, the tourism outlook is highly positive. Based on our analysis of the area, the market bodes well for the development of a destination resort.

Tennessee Resort Market

Sevier County is located in eastern Tennessee, approximately 26 miles southeast of Knoxville. Located off of exit 407 of Interstate 40 and bounded by mountains and waterways, Sevier County is known as the "Gateway" to the Great Smoky Mountains National Park. With the cities of Sevierville, Pigeon Forge and Pigeon Forge surging with growth and development, Sevier County has become a major tourist destination boasting flourishing attractions, entertainment and hospitality venues.

The area has steadily grown over the past 20 years to become a major tourist destination.

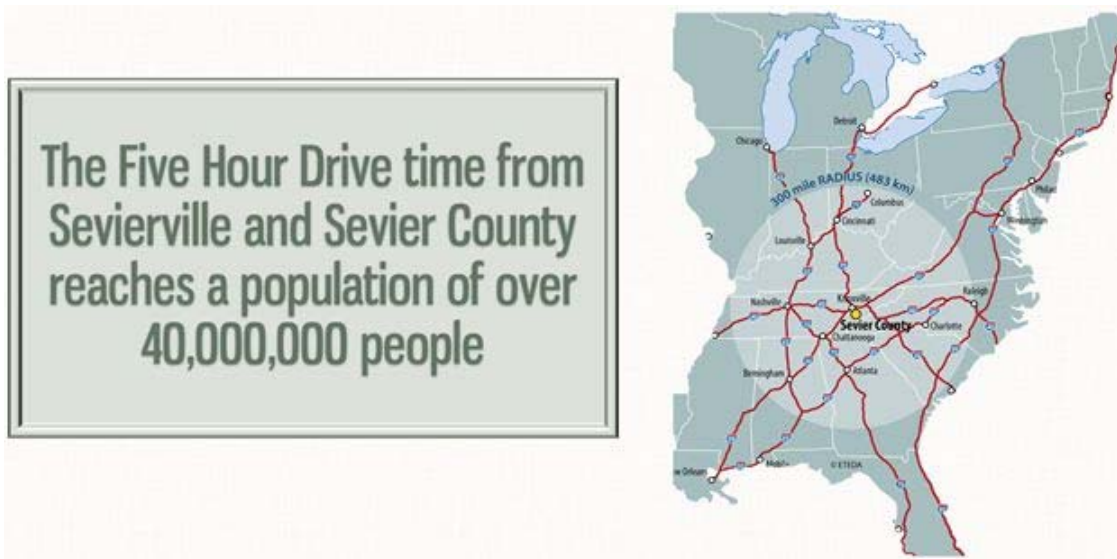
Number of recreational visitors to the Great Smokey Mountain National Park in Millions



The increasing popularity of destination resorts is most clearly demonstrated by the indoor water park industry. This success of the destination resort business is typified by the indoor water park concept’s success in the Wisconsin Dells, Wisconsin area. A study of the Dells’ lodging industry reveals that 18 resort/hotels with indoor water parks account for 85 percent of the market room revenue, while 44 hotels/properties without indoor water features account for the remaining 15 percent. As a group, the indoor/outdoor water park resort/hotels in the Dells had a combined occupancy rate approximately 27 percent higher than the rates of the other 44 hotels/properties. In addition, the average room rate was almost \$70/room per night higher for those resort/hotels associated with water parks as opposed to those without a water park. Given this performance and success within the Dells, it is little wonder that the concept is proliferating throughout the country at an astonishing rate.

The success of the Dells is transferable and repeatable in other markets where several key components exist. These include regional population totals, numbers of households, families with children under the age of 14, household incomes, and, of course, the mix of visitors to each market (including business travelers, meeting attendees, touring social groups, and leisure travelers). Each market needs to be analyzed in-depth to measure the demand for a destination resort.

Our Resort’s location in the center of Pigeon Forge offers great access, and is within a few minutes of many major successful tourist destinations including the Ripley’s Aquarium and Ober Pigeon Forge, Dollywood and more. Sevierville has a consistently growing number of visitors which averages over 15 million people per year. The location is ideally suited to service multiple travel segments year round. The Resort’s location is in the heart of a rapidly developing tourist region that is experiencing growth.



Travel trends continue to quickly change. The increasing costs of living and transportation have created increased demand for entertainment, activities and travel options closer to home. BEAR VILLAGE and Resort will benefit from the ability to provide the optimum environment for a “Staycation”. Every visitor to the Resort will have the opportunity to take part and engage in daily activities that are designed to create a “cruise ship” on land environment. The location will also benefit from the adjacent tourist attractions which will allow Village guests the ability to “Hub and Spoke” tour greater Sevier County and the Smoky Mountain region.

With an opening date of Spring-2022, BEAR VILLAGE will be the first indoor eco and education focused resort currently planned or open in the Region. We expect that our forward thinking and development of one of the most unique resorts in the country will create a considerable deterrent to entry for other competitors. We also believe that the regional market characteristics and the number and demographics of the tourists to the area ensures the Resort’s success and long term sustainability.

BEAR VILLAGE will be developed as a mixed-use facility which will include an independent full-service hotel, Indoor Water Park, Family Entertainment Center, and unique Restaurants.

BEAR VILLAGE will be a unique drive-to destination resort dependent on providing quality guest experiences through genuine hospitality and an exciting facility that will feature an array of attractions and family activities.

The Resort has been masterfully programmed to provide numerous leisure demand generators within the master plan to provide adequate four season weekend occupancy to enhance the existing weekday business demand.

Designing a successful resort requires carefully-planned facilities with appropriate attractions and revenue centers presented in a themed environment that encourages repeat business. BEAR VILLAGE will be successful by its ability to attract the group business during the week and the leisure traveler over the weekend. The Resort has an ideal location in the heart of the Smoky Mountain tourist area.

Guests at drive-to destination resorts tend to include a higher number of occupants per room, stay a greater average number of nights, spending a greater average daily rate and achieving higher per capita spending while at the property. Through proper yield and rate management the Resort can optimize its bottom line.

The overall layout of the resort will create a breathtaking environment for the whole family. It will contain creative designs, a conceptual theme, interactive activities, exciting vistas, and educational opportunities in all areas.

Georgia Resort Market:

Commerce, GA is located in Jackson County located approximately 60 miles northeast of Downtown Atlanta. Located off of I-85 the trip from Atlanta and Greenville/Spartanburg SC are easy drives to escape the city life. Family attractions include:

- Hurricane Shoals Park. This park includes outdoor play areas, trails, the “Heritage Village”, and the shoals water feature. In September the Park sponsors a BBQ and bluegrass festival.
- Fort Yargo State Park. A 1,816 acres wildlife park with a 260 acre lake that offers boating, swimming and hiking.
- State Botanical Garden of Georgia. This garden is a 313 acre preserve set aside by the University of Georgia.
- University of Georgia. The Bulldog Campus is a short 25 minutes away where families can attend activities and fall SEC football games.
- Elachee Nature Science Center. The Science Center offers summer camps for children as well as hiking trails, an interactive educational program, biking and a small lake.

INDUSTRY ANALYSIS

Trends are very important. BEAR VILLAGE must be positioned to capture the consumer seeking a unique vacation experience. The varied selection of components and amenities will attract regional vacationers as well as the local residents.

BEAR VILLAGE will utilize the synergy created from the elaborately themed surroundings and assortment of world class attractions to entice a wide variety of demographics that will patronize the Resort.

Newly constructed regional travel destinations are experiencing tremendous growth within North America. The largest growth has been experienced by resorts and or destinations that feature year round authentic attractions with lodging. Many factors contribute to the increasing success of such destinations, these include:

- o Reduced Travel Transportation Costs – Travelers are reducing the amount they are willing to spend on transportation costs in regards to traveling. Increased costs in fuel and related expenses are keeping travelers closer to home.
- o Reduced Trip Duration – The length of trips has drastically reduced over the past several decades. Due to increased demands for time, many travelers have found that it is not feasible for them to take trips in excess of four days.
- o Increased Frequency of Shorter Trips – Similar to the factor mentioned above many travelers have adjusted to taking more frequent, but shorter trips. Since the trips have decreased in length of duration, many travelers have focused on taking more frequent trips to regional destinations.
- o Escape and Relaxation - Regional resorts are seeing increased visitation due to the fact that they allow everyone to still enjoy the feeling of getting away from reality while only being a short drive away. Successful regional resorts are taking the atmosphere, amenities and service to world class levels further providing the guests the feeling of being away from it all.
- o Weather Proof Fun - Newly constructed indoor/outdoor resorts are finding success in acting as vacation insurance to their clients. These types of resorts do well year round because a traveler will have peace of mind when they know that weather cannot play a role in their family’s experience.
- o Year Round Operations – There has been a marketable shift in the way that North America works and plays. Schools and educational institutions continue to drift from the traditional calendars of the past. Summer breaks and vacations are shorter and there are more days given off throughout the year. This is a huge benefit to any regional tourist destination that can offer year round operations.
- o Increased Spending On Quality Family Experiences – Parents of all demographic and backgrounds continue to increase spending on family leisure activities that involve safe family orientated experiences. Newly developed regional destinations rank high in preference largely due to convenience. Also, most well planned resorts are careful to select components and attractions within a resort that will allow a family to experience most of the resort together (i.e. not too many attractions that are thrilling for kids but scare parents, or not too many attractions with height restrictions that exclude too many younger visitors).

COMPETITIVE ADVANTAGE

BEAR VILLAGE will have numerous advantages over the competition. The facilities will be developed with many unique and entertaining features including amazing special effects features such as a talking rock wall, holograms of wildlife projected into several features and many others.

The Resort's location is central to a very large population and several major metropolitan areas. There are over 10 million residents located within 180 miles of the resort.

Another competitive advantage will be the unique combination of elements that the Resort will have to offer. BEAR VILLAGE will provide many options for families and adults that do not exist at other resorts. Combining all of the features of the resort, a typical guest will find that their entire vacation can be spent at our Resort. All inclusive packages will be marketed and sold to guests who want the ability to enjoy a variety of experiences while remaining centrally located in comfortable surroundings.

Finally, one of the most important competitive advantages will be the focus on "Guest Obsessed Service". The management and staff at BEAR VILLAGE will be carefully chosen and receive exhaustive training in all aspects of "Guest Obsessed Service", providing the best guest experience possible.

COMPETITORS

While no other bear habitat or wildlife focused resort is open in the immediate market, there are several operating resorts within the Sevier County MSA and there continues to be growth of this segment within the hospitality and resort industry would indicate that another will open within the market.

BEAR VILLAGES opening will provide a substantial barrier to entry, however our long term success will be dependent upon our competitive advantage of operating a world class resort catering to the modern family of today and offering unsurpassed guest service.

With an opening date of mid 2022, our Resort will be the first Indoor Water park resort currently planned to open in Pigeon Forge TN. We expect that our forward thinking and development of one of the most unique resorts in the country will create a considerable deterrent to entry for other competitors. We also believe that the regional market characteristics and the number and demographics of the tourists to the area ensure the Resort's success and long term sustainability.

BEAR VILLAGE will contain program elements and features that will uniquely position the resort within the region. As mentioned numerous times throughout this offering, the combination of the resort with the FEC and Water Park provide for numerous competitive advantages.

MARKETING PLAN

TARGET DEMOGRAPHICS

Leisure travelers will account for the majority of the guests attending the BEAR VILLAGE.

Family - This segment will primarily come from within a three hour drive of the Resort. This segment will attend heavily anytime school is not in session.

Groups - This large segment will consist of a variety of sub segments.

Leisure Market including: School/Educational, Church, Girl and Boy Scouts and other social, neighborhood and family groups. This segment of customers will also primarily come from within a three hour drive of the Resort. This segment will provide business throughout most of the year.

Religious and Group Outings - The Resort will benefit tremendously from the current city wide event that already occurs in Sevier County. Churches and individuals will book rooms for stays during tournaments, camps and for other events.

Couples/Singles – A smaller segment that can provide for additional business during shoulder days and seasons.

Extended Stay Corporate – The Resort will actively market to this segment which comes from guests staying more than 3 consecutive nights.

REVENUE OPPORTUNITIES

Within each segment listed above will be opportunities to drive revenues through a variety of visitation opportunities. These include:

Overnight Resort Packages – Packages will include accommodations and participation in the Bear Experience. This group may also include meeting, conference and social event Resort guests who wish to have Habitat access included in their rates.

Overnight Resort Guests – Individuals and groups who utilize Resort accommodations but do not have habitat access included in their rate. This group will also include meeting, conference and social event guests not wishing to utilize the water park.

Day Pass Visitors – Day pass visitors are guests who buy admission to the habitat(s), but do not spend the night at the Resort. This group will consist mostly of tourists staying within a 30-minute drive of the Resort.

Day Pass Group/Party Visitors – This group comprises: birthday parties, church groups, girl and boy scouts, after hour social events and many others. Guests in this category will spend anywhere from several hours to an entire day in the habitat(s) and they primarily travel up to three hours.

Corporate Transient – Guests within this category typically will book their own reservations without benefiting from an outside sales effort. This group will include advance bookings and walk in traffic.

Corporate Group/Sales – Guests within this category typically are booked through the effort of the sales department. Guests within this group come from locally negotiated rates and through singular group bookings.

Banquet Business – Weddings, reunions, holiday parties and other social type banquets will generate business that may or may not include room nights.

Church & Education Related Bookings – Business from this complex segment include; individuals/teams participating in educational programs, individuals/groups participating in ecotourism taking place at the habitat, individuals/teams in the region for tournaments/activities at other facilities.

ADVERTISING/COMMUNICATION PLAN

Fairview Hospitality will retain a Marketing Public Relations Firm to establish a unique and appealing brand image to set us apart from our competitors. Fairview Hospitality will develop a marketing communications program that will generate heavy promotional exposure during the soft and grand opening phases using a combination of earned media publicity, paid advertising, direct marketing and special events. After the initial opening, a sustaining, more modest marketing campaign will be employed to continue ongoing promotions in order to maintain top-of-mind awareness among the community. Marketing objectives will be tracked, reviewed, evaluated and modified, if necessary, on a quarterly basis to ensure efficiency and accuracy.

BEAR Village guests are often “just looking” when they call the reservation center. From the moment the call is answered the caller wants to be catered to. They expect knowledgeable friendly agents that begin to create a memory and set the tone for the upcoming visit. Our most important advertising will begin after our first guests experience the service, atmosphere, quality, and excitement and return home telling their friends, family and co-workers. Our promotions will focus on delivering a message of “Every guest is a very special guest.” Staff will be trained to recognize and greet customers as they arrive and throughout their stay with the BEAR Village Spirit Program.

Word of Mouth Advertising – Word of mouth advertising will account for over 50% of the calls generated to the reservation center. Excellent word of mouth advertising will be generated from the results of operational superiority. A myriad of printed collateral pieces will be available to our guests knowing that they will take the literature home to share with others.

Direct Mail – The marketing effort that will generate the highest percentage of return on investment will come from expertly produced and well-placed direct mail postcards and letters. Different direct mail pieces will be produced and directed at targeted audiences.

Broadcast / Print – A deliberate balance of print and broadcast marketing efforts will be used to initially create and build the Resort’s image and presence. Later efforts will provide for the consistent reinforcement of the same.

E-Media – A user friendly and entertaining website will be created and maintained. This marketing tool will be utilized by many different market segments and will provide invaluable information to all guests.

Electronic messaging will also be used to deliver “email” blasts that quickly reach a targeted customer base with offers and specials. This marketing tool can quickly build business on slower or shoulder days and weeks.

Direct Sales Efforts – A team of sales professionals will be assembled for the task of direct sales/marketing to groups of all sizes. (See section 5.2)

The sales / marketing team will take part in weekly meetings between the on-site staff and the management company. During the weekly meetings sales forecasts, call and productivity reports and the marketing calendar will be reviewed. Adjustments will be made and future promotions/campaigns developed.

DIRECT SALES STRATEGY

BEAR VILLAGE’s direct sales efforts will be a combination of inside and outside sales. The resort will have a Director of Sales located on site who will oversee the daily operations of the sales and marketing efforts as well as the reservation center.

Weekly meetings will take place to monitor the success and performance of the sales team and its efforts. Adjustments to the sales efforts and long term marketing strategy will develop as a result of these meetings. The weekly meetings will include a representative from the management company. The additional leadership provided will benefit the entire sales team.

The sales force will have individuals responsible for soliciting and booking business from different target segments. Sales positions will include:

Corporate/Business Group	Corporate/Business Extended Stay
Meeting/Banquet	Social Group
Birthday/Group	Motorcoach/Church

Direct outside sales efforts will target companies and groups. Solicitation will take place offering all the components of the Resort a la carte and in packages. The outside sales staff will also make presentations and attend relevant trade shows.

Forecasts will be generated at the corporate level and a revenue management strategy will be constantly updated and monitored for performance. All efforts will be placed on building a daily base business and then capturing the highest rates possible.

The inside sales efforts will include the aforementioned positions receiving leads through contacts made directly to the property. A follow up and trace system will assist in generating repeat business.

Another component of the Resort’s sales strategy will be the efficient operation of the on-site reservation center. Supervised by the reservation manager, the call center will receive calls from guests wanting to book some type of business at the resort. Calls coming into the reservation center are crucial to the success of the Resort. Achieving a higher than industry standard conversion ratio will be a result of carefully selecting and successfully training a dedicated reservation center staff.

The call center will book business at most of the Resort’s revenue centers and will be responsible for offering upgraded packages to each caller. Packages pre-sold to future guests will provide a positive contribution to the per capita spending that takes place at the Resort.

CATERING SALES

Where You Need To Be

The BEAR Village is conveniently located just a short drive from numerous major corporations, universities and commercial areas. The Resort is easily accessible to major metropolitan markets such as Knoxville, TN. The unique blend of mixed use features at the Resort will make the BEAR Village and Resort a premier destination draw for: conferences, meetings and social functions from the entire region.

Where You Want To Be

After a full day of meetings or celebrating with family and friends, you can spend the night enjoying the wonderful facilities at the connected hotels. The Resort's facilities include restaurants, lounge, retail and mountain top dining, and much more all located within the Resort grounds. Attendees can fit a little rest and recreation into their schedule and find themselves close to anything they can think of. Located just minutes from a variety of other tourist destinations, the resort is a perfect vacation destination.

Reservation Center Sales/Marketing

BEAR Village will have an independent reservation center located within the Resort complex. The staff will be employed by the Resort and professionally trained in marketing and selling the amenities and packages of the Resort. Reservation center staff will employ the "Guest Obsessed" Service philosophy in up-selling packages to perspective guests.

The importance of the reservations department is highly critical to the overall success of the project. Reservation agents are primarily the start of the guest experience cycle. They must be well trained in "painting a highly desirable picture" to each and every caller and then finding what motivates each caller to make a reservation. Reservation agents are constantly monitored for quality assurance as well as for ongoing training purposes.

The art of rate yield management is typically conducted by the reservation center manager who is closely monitored by the resort manager and their Fairview Hospitality project manager. Weekly calls are conducted to monitor the progress of occupancy and average daily rate maximization.

The potential for profitability is further realized from the maximization when reservationists sell upgraded packages on top of their rack rate package. Upgrades will include additional amenities and attractions that add perceived value to the guest while providing additional guaranteed revenues from realized and unrealized sources.

THE COMPANY'S PROPERTY

The company currently has a deposit on the Georgia property and the Tennessee land contract is pending with a closing scheduled on or before the end of February 2021.

CONFLICTS OF INTEREST

We are not aware of any conflicts of interest between the founders of Bear Village, Inc. and the founders. Potential sources of conflicts are discussed below.

General

Bear Village, Inc. is the parent company of the Bear Village Asset Holdings Companies and the founders of Bear Village, Inc. currently hold all of the companies issued Common Stock. At the current time management contracts have not been negotiated but could result in conflicts if the current shareholders become operating management.

Allocation of Our Affiliates' Time

Bear Village relies on BEAR VILLAGE's executive officers and other professionals who act on behalf of BEAR VILLAGE, for the day-to-day operation of our business.

As a result of the executives competing responsibilities, their obligations to other investors and the fact that they will continue to engage in other business activities on behalf of themselves and others, they will face conflicts of interest in allocating their time to Bear Village and other entities and other business activities in which they are involved. However, the company believes that the executive officers and investment professionals have sufficient depth to fully discharge their responsibilities to the company and the other entities for which they work. The long term plan is for the executives to resign from their other operations and dedicate their time to Bear Village.

Receipt of Fees and Other Compensation by BEAR VILLAGE and its Affiliates

BEAR VILLAGE and its affiliates will receive substantial fees from the company, which fees will not be negotiated at arm's length. These fees could influence BEAR VILLAGE's advice to the company as well as the judgment of the affiliated executives of BEAR VILLAGE and Bear Village (which are one in the same). For additional information see "The Company's Business – Support from BEAR VILLAGE" for conflicts relating to the payment structure between BEAR VILLAGE and Bear Village.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion includes information from the unaudited financial statements for the inception period of FY March 1, 2020 through September 30, 2020 and should be read in conjunction with our financial statements and the related notes included in this Offering Circular. Unaudited financials will be completed in accordance with the Regulation A requirements upon approval of this filing.

The following discussion contains forward-looking statements that reflect our plans, estimates, and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements.

Overview

Bear Village is an early stage hospitality and entertainment company devoted to the development and operation of a family entertainment centers initially in the Southeast sector of the United States. The company will purchase the land and manage the zoning, entitlement, design, construction and operation of the planned facilities.

The company anticipates that its revenues will come from the following activities:

- sale of condominiums and timeshares,
- food and beverage sales,
- wholesale purchase of activity tickets from local service providers,
- hotel rentals,
- retail sales,
- sponsorships, advertising and naming rights.

The company will collect revenue upon sale of an item (including: membership sales, food and beverage sales, apparel etc.) and recognize the revenue when the sale is made. Operating expenses currently consist of advertising and marketing expenses and general administrative expenses.

Results of Operations

From Inception in March 1, 2020 we have had no operations and no revenues.

Total operating expenses from Inception to September 30, 2020 were \$_____ was spent on planning and property acquisition and \$_____ was spent on contract service providers, crowdfunding expenses, marketing design, legal and administrative expenses, Regulation A Plus Tier 2 filing expenses and investment banking firm fees.

As a result of the foregoing, the company generated a net loss of \$69,785. The net losses were funded by partners and exist in the form of a promissory note which will be paid through this offering.

Monthly Operating Expenses

At the commencement of this Offering, Bear Village will be responsible for all of its monthly operating expenses.

All monthly expenses will be reported quarterly. Monthly operating expenses include the following:

- salaries and benefits,
- compensation to contractors,

- expenses related to local marketing, promotion and public relations,
- travel,
- legal and accounting, and
- insurance and technology.

Plan of Operation

Upon completion of this Offering, the company intends to fund operations with the proceeds from this Offering and use mortgage financing to advance the purchase of the land, construction of the facility, design of the facility, use of architects, and hiring of employees. Approximate costs for each stage of developing a facility are as follows:

- purchase the land: up to \$5,000,000
- construction and design of the facility: up to \$24,500,000
- architectural and engineering costs: up to \$300,000
- employee related expenses: up to \$500,000

The company has estimated that it will be financing the purchase of land and construction of the facilities with mortgages obtained, representing between 50% and 70% of the total value of the location.

Pursuant to the Management Services Agreement, BEAR VILLAGE intends to assist with the management of the first Southeastern facility. During a two- year time period BEAR VILLAGE will focus on hiring and training Bear Village executives and employees.

As of September 30, 2020, the company is currently in the beginning stages identifying land for the Southeast locations. The company intends to finance some of the purchase of the land from proceeds of this Offering.

Over the next 12 months, the company plans to do the following:

- Finalize acquisition of the first two parcels of land.
- Negotiate and execute mortgage financing for approved segments of the development and construction.
- Finalize site and building design per the overall Bear Village concept design.
- Apply for and receive building permits.
- Execute a general contracting agreement.
- Break ground on the first Southeastern facility.

- Hire a general manager / operator and team to run the first Southeastern facility.
- Acquire necessary permits to construct, finish, serve food and beverage and equip the facilities, as applicable.
- Engage architects, engineers and general contractors for the overall development and construction of the facility.

Beginning in March 2021 the company intends to do the following:

- Oversee and manage the construction, finish, equipping and staffing of the Southeastern location in order to commence operations.
- Acquire necessary permits to construct, finish, serve food and beverage and equip the facilities, as applicable.

Liquidity and Capital Resources

As of September 30, 2020, the company's cash on hand was \$10,615. Currently, the company is not generating a profit. Accordingly, since inception Bear Village has relied upon the cash advances from its current shareholder BEAR VILLAGE and management. The company plans to continue to try to raise additional capital through additional offerings and mortgage financing. Absent additional capital, the company may be forced to significantly reduce expenses and could become insolvent.

Indebtedness

- On September 30, 2020, the company received \$80,400 from BEAR VILLAGE, pursuant to a Promissory Note for working capital to cover expenses and costs while preparing for the Regulation A Plus securities offering.

SHAREHOLDERS, DIRECTORS, EXECUTIVE OFFICERS AND SIGNIFICANT EMPLOYEES

The table below sets forth the directors of the company.

Name	Position	Age	Term of Office (If indefinite give date of appointment)
Eric Collins	Director, Chairman	57	July 21, 2020
Ricardo Haynes	Director	55	July 21, 2020
Lance Lehr	Director	56	July 21, 2020
Tori White	Director	30	July 21, 2020
Donald R. Keer	Director	65	July 21, 2020

The table below sets forth the officers of BEAR VILLAGE.

Name	Position	Age	Term of Office (If indefinite give date of appointment)
Eric Collins	Director, Chairman	57	July 21, 2020
Ricardo Haynes	President/CEO	55	July 21, 2020
Lance Lehr	VP Operations	56	July 21, 2020
Matthew D. White	Interim Controller	22	
Tori White	Development Consultant	30	July 21, 2020
Donald R. Keer	Attorney, Secretary, Treasury	65	July 21, 2020

Biographies

Eric Collins - Director, Chairman

Mr. Collins is a well polished leader with over 39 years in project management experience specializing in logistics planning for the U.S. Air Force, Special Operation Forces Division where he was responsible for oversight, coordination and execution of operational cost efficiencies of funds, time, material and facilities to resolve problems and issues in support and maintenance programs. This included preparing briefings and presentations for senior leadership using methods such as data mining, data modeling, and or cost or benefit analysis to acquire and secure new government contracts.

Ricardo Haynes

President/CEO

Highly accomplished business development executive with more than 20 years of experience in producing exponential revenue growth, cultivating enduring relationships within the hospitality and financial industry. Worked for Marriot Corporation for over 15 years in property development, licensing and investment. Also operated in the financial industry providing corporate bond placement and project financing. Total experience includes commercial real estate sales and loan origination with regional and nationally based lending institutions, corporate finance consulting. Grass roots development experience in creating and issuing collateralized bond obligation and related instruments.

Lance L. Lehr

Operations Manager

Mr. Lehr has 25 years of senior management experience in the Hospitality Industry. He has worked at the senior most level of projects ranging from Ski Area's with Hotel, Condo, F&B and Adventure Parks to Indoor Water Park Resorts development and operations. Mr. Lehr serves as a senior advisor to one POS, a hospitality technology leader and has developed numerous independent companies and concepts. His entrepreneurial management style of leadership empowers associates and holds them accountable for high level performance. This has led to the successful development and operation of several companies in the hospitality industry that focus on franchise like systems and aggressive labor and cost management. Mr. Lehr's entrepreneurial focus leads to creative solutions that deliver superior result in today's dynamic marketplace. Through aggressive cost control coupled with out of the box sales building efforts and an intense focus on the guest experience, Mr. Lehr has been able to provide superior long term results for his clients.

Tori White

Development Consultant

Ms. White has been working for Northpointe Realty since 2015 in commercial and residential real estate leasing and contracting. Prior to that, she worked at JIew enterprises in construction from 2012-2015.

Donald R. Keer, P.E., ESQ.

Corporate Attorney

Mr. Keer is an attorney and a professional engineer who spent the first half of his career as a construction project manager working for Fluor Corporation and then local developers in New Jersey and Pennsylvania. Mr. Keer has also been an expert witness for various construction issues including delay damages, building code standards, construction technologies and insurance claims.

For the past 25 years Mr. Keer has represented business clients working on construction projects, real estate development, mergers and acquisitions and publicly traded companies to ensure their businesses and construction projects move forward in a timely manner.

Corporate Partners

Wyndam Fairview Hospitality, LLC

Fairview Hospitality, LLC is a full service hospitality management company located in Erie, Pennsylvania. Fairview Hospitality, LLC concentrates on the development, operation and long term management of; indoor water park resorts, select and full service hotels, outdoor water parks, family entertainment centers and franchised& independent restaurant concepts.

Services offered include: feasibility study analysis, representing ownerships interests during construction, and the long term day-to-day management of ownership's asset and business. We also provide interior design and procurement, accounting and cost control, rate and yield management, sales and marketing services, associate customer service training, human resource management and career development for our managed properties.

COMPENSATION OF DIRECTORS AND EXECUTIVE OFFICERS

The company did not pay any of its officers or directors a salary through September 30, 2020.

The company intends to pay salaries beginning February 1, 2021. The highest paid officers of the company will be paid as follow:

Name	Position	Annual Compensation	
Eric Collins	Director, Chairman	\$	N/A
Ricardo Haynes	President/CEO	\$	N/A
Lance Lehr	VP Operations	\$	N/A
Tori White	Development Consultant	\$	N/A

All compensation will be on behalf of the company by Bear Village, Inc. and allocated to the subsidiaries.

In the future, the company will have to pay its officers, directors and other employees, which will impact the company's financial condition and results of operations, as discussed in "[Management's Discussion and Analysis of Financial Condition and Results of Operations](#)." The company may choose to establish an equity compensation plan for its management and other employees in the future. Further, as the company grows, the company intends to add additional executives, including but not limited to, a General Manager, a Food and Beverage Manager and Resort Managers.

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITYHOLDERS

GENERALLY

BEAR VILLAGE, INC. is authorized to issue 100,000,000 shares of common stock, \$0.0001 par value per share, in the Company and 50,000,000 shares of preferred stock. As of June 1, 2020, 30,000,000 shares of common stock, 100,000 shares of Series A Preferred Stock have been issued and outstanding and 2,500 shares of Series B Preferred Stock with zero (0) stock being issued and outstanding. See “Description of Capital” and “Principal Shareholders.”

We have reserved 10,000,000 shares of common stock for this issuance under the BEAR VILLAGE, INC.’s private placement. The Company has not issued any options.

COMMON STOCK

Holders of outstanding shares of common stock are entitled to one vote per share on all matters submitted to a vote of the shareholders. Except as may be required by applicable law, holders of outstanding shares of common stock vote together as a single class. Holders of a majority of the outstanding shares of common stock constitute a quorum at any meeting of shareholders.

SERIES A PREFERRED STOCK

Holders of the outstanding shares of Series A Preferred Stock, in accordance with the Certificate of Designation, have conversion rights of 250:1 and super voting rights to control the Company. At the current time 100,000 shares are authorized, issued and outstanding.

SERIES B PREFERRED STOCK

5,000,000 shares of Series B Preferred Stock are authorized and will be issued as part of this Offering. The Series B Preferred Stock has piggyback rights for the public registration and offering. Conversion rights are 1:1 to Common Stock.

Restricted Securities

Principal Shareholders

Name	Common Shares	Series A Preferred Shares
Ricardo Haynes –	4,500,000	15,000
Eric Collins	7,500,000	25,000
Lance Lehr	1,500,000	5,000
Tori White –	14,400,000	48,000
Donald Keer –	2,100,000	7,000

The following table sets out, as of January 1, 2019, Bear Village voting securities that are owned by our executive officers, directors and other persons holding more than 10% of the company’s voting securities.

There are currently no outstanding shares of our Class B Common Stock and Preferred Stock.

INTEREST OF MANAGEMENT AND OTHERS IN CERTAIN TRANSACTIONS

Management Services Agreement

Relationship with Bear Village Asset Holdings Subsidiaries

Other Relationships.

See “Risk Factors — Risks Related to Certain Conflicts of Interest.”

SECURITIES BEING OFFERED

Bear Village, Inc. is offering Common Stock in this Offering. The company is qualifying up to 10,000,000 shares of up to 10,000,000 shares of Common Stock under this Offering Statement, of which this Offering Circular is part.

Bear Village authorized capital stock consists of 100,000,000 shares of Common Stock (the "Common Stock"), at \$0.0001 par value, of which 30,000,000 shares are Common Stock are issued, and 50,000,000 share of Series A Preferred Stock, at \$0.0001 par value, of which 100,000 shares are issued

The following is a summary of the rights of Bear Village's capital stock as provided in its Amended and Restated Certificate of Incorporation, and Bylaws, which have been filed as exhibits to the Offering Statement of which this Offering Circular is a part.

For a complete description of Bear Village's capital stock, you should refer to its Amended and Restated Certificate of Incorporation and Bylaws, and applicable provisions of the Wyoming General Corporation Law.

BEAR VILLAGE, INC.

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Accountantsnowga@gmail.com

INDEPENDENT ACCOUNTANT COMPILATON REPORT

Board of Directors
Bear Village Inc.
4003 Highway 78, Suite 530
Snellville, GA 30039

We have compiled the accompanying balance sheets of Bear Village Inc as September 30, 2020 and the related statements of operations for the years then ended. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management are responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

/s/ Shirley Felder

December 11, 2020

BEAR VILLAGE, INC.
BALANCE SHEET
As of September 30, 2020
(Unaudited)

ASSETS

Current Assets:	
Cash and cash equivalents	\$ 100,000
Deferred offering costs	0
Total Current Assets	<u>100,000</u>
Property, Plant and Equipment, net	<u>7,750,000</u>
TOTAL ASSETS	\$ <u>7,850,000</u>

LIABILITIES AND SHAREHOLDERS' EQUITY

Liabilities:	
Current Liabilities:	
Notes Payable – Current Portion	\$ 3,600,000
Total Current Liabilities	<u>3,600,000</u>
Non-current Liabilities:	
Notes Payable – Long Term	<u>3,200,000</u>
TOTAL LIABILITIES	6,800,000
Shareholders' Equity:	
Common stock, 200,000,000 authorized, \$0.001 par, 30,000,000 shares issued and outstanding	30,000
Additional Paid In Capital	1,082,322
Accumulated deficit	<u>(62,322)</u>
Total Stockholder's Equity	<u>1,050,000</u>
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	\$ <u>7,850,000</u>

See Notes to Financial Statements

BEAR VILLAGE, INC.
STATEMENT OF OPERATIONS
For the period of March 1, 2020 (inception) to September 30, 2020
(Unaudited)

Revenues	\$	—
Cost of revenues		—
Gross Profit (Loss)		—
Operating Expenses:		
Advertising and Marketing		13,388
General and administrative		48,935
Total Operating Expenses		62,322
Operating Income		(62,322)
Provision for Income Taxes		0
Net Income	\$	(62,322)

See Notes to Financial Statements

BEAR VILLAGE, INC.
STATEMENT OF STOCKHOLDER'S EQUITY
For the period of March 1, 2020 (inception) to September 30, 2020
(Unaudited)

	<u>Class A Common Stock</u>		<u>Additional</u>	<u>Accumulated</u>	<u>Total</u>
	<u>Shares</u>	<u>Value</u>	<u>Paid-In</u>	<u>(Deficit)</u>	<u>Stockholders'</u>
			<u>Capital</u>		<u>(Deficit)</u>
As of March 1, 2020 (inception)	–	\$ –	\$ –	\$ –	\$ –
Initial share issuance	30,000,000	30,000	1,082,322	–	1,112,322
Net Income/(Loss)	–	–	–	(62,322)	(62,322)
Balance as of September 30, 2020	<u>30,000,000</u>	<u>\$ 30,000</u>	<u>\$ 1,082,322</u>	<u>(62,322)</u>	<u>\$ 1,050,000</u>

See Notes to Financial Statements

BEAR VILLAGE, INC.
STATEMENT OF CASH FLOWS
For the period of March 1, 2020 (inception) to September 30, 2020
(Unaudited)

Cash Flows from Operating Activities	
Net Income	\$ (62,322)
Adjustments to reconcile net loss to net cash used in operating activities:	
Changes in operating assets and liabilities:	
Increase in Deferred Offering Costs	—
Net Cash Used in Operating Activities	<u>(62,322)</u>
Cash Flows from Investing Activities	
None	
Net Cash Used in Investing Activities	<u>—</u>
Cash Flows from Financing Activities	
Advances from founders	32,322
Issuance of shares	30,000
Net Cash Provided by Financing Activities	<u>62,322</u>
Net Change In Cash and Cash Equivalents	—
Cash and Cash Equivalents at Beginning of Period	—
Cash and Cash Equivalents at End of Period	<u>\$ —</u>
Supplemental Disclosure of Cash Flow Information	
Cash paid for interest	\$ —
Cash paid for income taxes	\$ —

See Notes to Financial Statements

BEAR VILLAGE, INC.
NOTES TO FINANCIAL STATEMENTS
As of September 30, 2020
(Unaudited)

NOTE 1- ORGANIZATION AND NATURE OF THE BUSINESS

Bear Village, Inc. was created and founded in March 2020 for the purpose of Reg-A+ Tier 2 capital fund raising which is an independent investment company that provides innovative strategic and financial advice to a diverse client base, including corporations, partnerships, and financial sponsors. We assist our clients in achieving their strategic goals by offering comprehensive, integrated financial advisory services across all major industry sectors. Our team of experienced professionals advises clients on their most critical decisions, including mergers and acquisitions ("M&A"), recapitalizations and restructurings and other corporate finance matters.

Bear Village, Inc. is a wholly owned and managed subsidiary of (Bear Village Assets Holding Company) and is registered with the (Securities and Exchange Commission ("SEC") and member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). Bear Village Inc. operates its business from its office located in Snellville, Georgia.

NOTE 2- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting - The Company prepared the accompanying financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The financial statements include the operations, assets and liabilities of the Company. The Company's management, the accompanying financial statements contain all adjustments, consisting of normal recurring accruals, necessary to the accompanying financial statements

Use of Estimates - The preparation of financial statements and related disclosures in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Estimates and assumptions are reviewed periodically, and the effects of revisions are reflected in the period in which they are determined to be necessary.

In preparing the financial statements, management makes estimates and assumptions regarding:

- the adequacy of the allowance for doubtful accounts.
- the realization of deferred taxes.
- the measurement of equity-based compensation; and other matters that affect the reported amounts and disclosures of contingencies in the financial statements reporting period.

Cash and Cash Equivalents - Cash and cash equivalents include all short-term highly liquid investments that are readily convertible to known amounts of cash and have original maturities of three months or less from the date of purchase. As September 30, 2020.

Restricted Cash - The Company did not have any restricted cash balances, deposits held as compensating balances or cash.

Leases - We lease our office space under an operating lease. The lease term commences on the earlier of the date when we become legally obligated for the rent payments or the date on which we take possession of the property. For tenant improvement allowances and rent holidays, we record a deferred rent liability in accrued expenses and other liabilities in the Statement of Financial Condition. As of the date of this financial report, our office space is leased on a month-to-month basis without penalty or future obligation upon 30-days written notice of our intent to vacate. Our lease expense for allocated office rent was \$240 for the year ending September 30, 2020

Revenue and Expense Recognition - The Company recognizes revenues from providing advisory services when earned and collection is reasonably assured. Upfront fees are recognized over the estimated period that the related services are performed. Transaction-related fees are recognized when all services for a transaction have been provided, specified conditions have been met and the transaction closes. Underwriting revenues are recognized when the offering is deemed complete and is presented net of related expenses. Deferred revenues are recorded for fees received that have not yet been earned. Expenses are reflected on the statements of operations, net of client reimbursements.

Income Taxes - The Company's is organized as a limited liability company. For U.S. federal income tax purposes, taxes related to income earned by the Company represent obligations of the individual partners and members and have not been reflected in the statement of financial condition. With few exceptions, the Company is no longer subject to U.S. federal, state, and local, or non-U.S. income tax examinations by tax authorities for years before 2012.

NOTE 3 - EXPENSES

There are no accrued expenses as of September 30, 2020.

Advertising of \$12,515 was paid to Conservaco.

Legal fees of \$7,000 was paid to Don Keer

Placement agent fees of \$50,000 was paid to Network 1.

NOTE 4 - CONVERTIBLE NOTE

On July 17, 2020 we entered a Convertible Promissory Notes with Matthew White one for \$46,000.00. With the Note the holder has elected to take the as guarantee of payment. Interest will accrue on this Note at the rate of Ten percent (10%) per annum and will be payable at Maturity or upon conversion (as hereinafter defined) whichever is earlier. Interest due will be computed from the date of issuance of the Note until repayment or conversion of the Note has occurred. The Note be paid by Company and shall be paid in full on or before February 28, 2021.

On July 17, 2020 we entered a Convertible Promissory Notes with Donnary one for \$20,000.00. With the Note the holder has elected to take the as guarantee of payment. Interest will accrue on this Note at the rate of Ten percent (10%) per annum and will be payable at Maturity or upon conversion (as hereinafter defined) whichever is earlier. Interest due will be computed from the date of issuance of the Note until repayment or conversion of the Note has occurred. The Note be paid by Company and shall be paid in full on or before February 28, 2021.

On August 29, 2020 we entered into a Convertible Loan Agreement with Williams for \$14,100.00. With the Note the holder has elected to take the as guarantee of payment. Interest will accrue on this Note at the rate of Ten percent (10%) per annum and will be payable at Maturity or upon conversion (as hereinafter defined) whichever is earlier. Interest due will be computed from the date of issuance of the Note until repayment or conversion of the Note has occurred. The Note be paid by Company and shall be paid in full on or before February 28, 2021.

Due to related parties consist of:

Due to Collins	\$	300
Due to Donnary		20,000
Due to White		46,000
Due to Williams		14,100
Due to related parties	\$	<u>80,400</u>

NOTE 5- COMMITMENTS AND CONTINGENCIES

Commitments and contingencies

As a result of extensive regulation of the broker-dealers, we are subject to regular reviews and inspections by regulatory authorities and self-regulatory organizations. The reviews can result in the imposition of sanctions for regulatory violations, ranging from non-monetary censure to fines and, in serious cases, temporary or permanent suspension from conducting business. In addition, regulatory agencies and self-regulatory organizations institute investigations from time to time, into industry practices, which can also result in the imposition of sanctions.

As of September 30, 2020, we did not have any known commitments or contingencies other than our subordinated loan from one of the partners of our Parent. See Note 4 of the notes to the financial statements for further discussion.

NOTE 6 - SUBSEQUENT EVENTS

In October 2020, we paid a \$10,000 earnest deposit for the purchase of land at 0 Old Carnesville Rd, Commerce, Georgia, 30529. Total cost of the land is stated at \$609,125.

PART III
INDEX TO EXHIBITS

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*To be filed by Amendment

SIGNATURES

Pursuant to the requirements of Regulation A, the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form 1-A and has duly caused this Offering Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in State of Georgia, on December __, 2020.

BEAR VILLAGE, INC.

By: /s/ Ricardo Haynes

By: Ricardo Haynes
CEO of BEAR VILLAGE, INC.

This Offering Statement has been signed by the following persons in the capacities and on the dates indicated.

/s/ Matthew D. White

Matthew D. White, Chief Financial Officer

Date: December __, 2020

/s/ Eric Collins

Eric Collins, Director

Date: December __, 2020

/s/ Lance Lehr

Lance Lehr, Director

Date: December __, 2020

/s/ Tori White

Tori White, Director

Date: December __, 2020

/s/ Donald R. Keer

Donald R. Keer, Director

Date: December __, 2020



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

For Office Use Only
WY Secretary of State
FILED: Jul 20 2020 8:32AM
Original ID: 2020-000930971

Profit Corporation
Articles of Incorporation

- I. The name of the profit corporation is:**
Bear Village, Incorporated

- II. The name and physical address of the registered agent of the profit corporation is:**
Buffalo Registered Agents LLC
412 N Main St Ste 100
Buffalo, WY 82834

- III. The mailing address of the profit corporation is:**
4003 Highway 78
Suite 530, Box 296
Snellville, GA 30039

- IV. The principal office address of the profit corporation is:**
4003 Highway 78
Suite 530, Box 296
Snellville, GA 30039

- V. The number, par value, and class of shares the profit corporation corporation will have the authority to issue are:**
Number of Common Shares: 100,000,000 Common Par Value: \$0.0001
Number of Preferred Shares: 50,000,000 Preferred Par Value: \$0.0001

- VI. The name and address of each incorporator is as follows:**
Donald Services Keer
3663 Greenwood Circle, Chalfont, PA 18914

Signature: Donald R Keer Date: 07/20/2020
Print Name: Donald R Keer
Title: Attorney
Email: keeresq@gmail.com
Daytime Phone #: (215) 962-9378



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

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

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

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

- (i) Falsifies, conceals or covers up by any trick, scheme or device a material fact;
- (ii) Makes any materially false, fictitious or fraudulent statement or representation; or
- (iii) Makes or uses any false writing or document knowing the same to contain any materially false, fictitious or fraudulent statement or entry.

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

Filer is: An Individual An Organization

Filer Information:

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

Signature: Donald R Keer Date: 07/20/2020
Print Name: Donald R Keer
Title: Attorney
Email: keeresq@gmail.com
Daytime Phone #: (215) 962-9378



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

Consent to Appointment by Registered Agent

Buffalo Registered Agents LLC, whose registered office is located at **412 N Main St Ste 100, Buffalo, WY 82834**, voluntarily consented to serve as the registered agent for **Bear Village, Incorporated** and has certified they are in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

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

Signature: Donald R Keer Date: 07/20/2020
Print Name: Donald R Keer
Title: Attorney
Email: keeresq@gmail.com
Daytime Phone #: (215) 962-9378

STATE OF WYOMING
Office of the Secretary of State

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

CERTIFICATE OF INCORPORATION

Bear Village, Incorporated

I have affixed hereto the Great Seal of the State of Wyoming and duly executed this official certificate at Cheyenne, Wyoming on this **20th** day of **July, 2020** at **8:32 AM**.

Remainder intentionally left blank.



Filed Date: 07/20/2020

Edward A. Buchanan

Secretary of State

Filed Online By:

Donald R Keer

on 07/20/2020

BEAR VILLAGE, INC.

BYLAWS

July 21, 2020

**BYLAWS
OF
BEAR VILLAGE, INC.**

ARTICLE I OFFICES

Section 1.01 Principal Office. The principal office for the transaction of the business of the corporation (also referred to as company) is located at 3665 Greenwood Circle, Chalfont, PA 18914. The corporation's directors may change the principal office from one location to another. Any change of this location shall be noted by the Secretary, or this section may be amended to state the new location.

Section 1.02 Other Offices. The Corporation may have offices at such other place or places as from time to time the Board of Directors may determine or the business of the Corporation may require.

ARTICLE II MEETINGS OF STOCKHOLDERS

Section 2.01 Annual Meetings. The annual meeting of the Stockholders for the election of Directors and for the transaction of such other business as may come before the meeting shall be held on such date and at such time and place within or without the State of Wyoming as may be designated by the Board of Directors.

Section 2.02 Special Meetings. Special meetings of the Stockholders for any purpose or purposes, unless otherwise prescribed by statute, may be called at any time by the President or by order of the Board of Directors and shall be called by the President or Secretary upon the request in writing of a Stockholder or Stockholders holding of record at least one fourth of the outstanding shares of Stock of the Corporation entitled to vote at such meeting. Any such written request of a Stockholder or Stockholders shall state a proper purpose or purposes for the meeting and shall be delivered to the President or Secretary. Notwithstanding the foregoing, if at any time the shares of stock of the Corporation are registered under the Securities Act of 1933, as amended, shareholders shall not be permitted to call a meeting of the shareholders, unless otherwise permitted by the Wyoming General Business Corporation Law.

Section 2.03 Place of Meetings. Each meeting of Stockholders of the Corporation, whether annual or special, shall be held on such date and at such time and place within or without the State of Wyoming as shall be fixed by the Board of Directors and specified in the notice or waiver of notice of said meeting. Attendance by Stockholders may be via electronic media if the Stockholder submits to the Secretary, in writing or via electronic media, with an electronic signature, at least 24 hours prior to the Meeting that attendance will be through an electronic media. The minutes of the meeting shall reflect any Stockholder who attends the Meeting via electronic media, the nature of the electronic media and confirmation at the adjournment of the meeting that the Stockholder was present and available for all business considered. Failure of any electronic media is not the responsibility of the Corporation, Board of Directors, Offices or other Stockholder and shall not prohibit the consideration of business during the meeting.

Section 2.04 Notice of Meetings. Except as otherwise provided by law, notice of each meeting of the Stockholders shall be given to each Stockholder of record entitled to vote at such meeting, whether annual or special, not less than ten (10) nor more than fifty (50) days before the day on which the meeting is to be held by delivering a typewritten or printed notice to him personally, or by mailing such notice in a postage prepaid envelope addressed to him at his post office address furnished by him to the Secretary of the Corporation for such purpose. If a Stockholder has not furnished to the Secretary of the Corporation his address for such purpose, then such notice shall be sent to his post office address last known to the Secretary of the Corporation. Each such notice shall state the purpose or purposes for which the meeting is called, and the date, time, and place where such meeting is to be held. Except where expressly required by law, no publication of any notice of a meeting of Stockholders shall be required. Notice of any meeting of Stockholders shall not be required to be given to any Stockholder who shall attend such meeting in person or by proxy. Notice of any adjourned meeting of the Stockholders shall not be required to be given, except where expressly required by law.

Section 2.05 Written Waiver or Consent. The transactions of any meeting of shareholders, either annual or special, however called and noticed, and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if a quorum be present either in person, via electronic media, or by proxy.

Section 2.06 General. Any action which may be taken at any annual or special meeting of Stockholders may be taken without a meeting and without prior notice, if a consent in writing setting forth the action so taken is signed by the holders of the majority of votes in accordance with issued and outstanding classes of shares having not less than the minimum number of votes that would be necessary to have a quorum.

Section 2.07 Quorum. At each meeting of the Stockholders, except where other provision is made by law, the presence, in person or by proxy, of the holders of record of sixty-six and 2/3 percent (66.67%) of the issued and outstanding of all classes of stock of the Corporation entitled to vote at such meeting shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority in interest of the Stockholders of the Corporation present in person or by proxy and entitled to vote or, in the absence of any Stockholder entitled to vote, any officer entitled to preside at, or act as Secretary of, such meeting, shall have the power to adjourn the meeting from time to time, until Stockholders holding the requisite amount of Stock shall be present or represented. At any such adjourned meeting at which a quorum shall be present, any business may be transacted that might have been transacted at the meeting as originally called.

Section 2.08 Agenda. following order of business shall be observed at all Annual and Special Meetings:

- a. Calling of the roll.
- b. Reading, correction and approval of the minutes of
- c. previous meetings.
- d. Reports of Officers.
- e. Reports of Committees.
- f. Election of Directors.
- g. Unfinished business
- h. New Business

Section 2.09 Voting. At each meeting of the Stockholders, every Stockholder of record of the Corporation entitled to vote at such meeting shall be entitled to vote in person or by proxy for each in accordance with the rights of the class of stock of the Corporation registered in his name on the books of the Corporation: (a) on the date fixed pursuant to Section 7.06 of Article VII of these Bylaws as the record date for the determination of Stockholders entitled to vote at such meeting; or (b) if no such record date shall have been fixed, then as of the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. Any vote on Stock of the Corporation may be given by the Stockholder entitled in person or by proxy appointed by an instrument in writing, including without limitation a telegraph or a cable, subscribed by such Stockholder or by his attorney thereunto authorized and delivered to the Secretary of the meeting; provided, however, that no proxy shall be voted on after three years from its date unless said proxy provides for a longer period. At all meetings of the Stockholders, all matters (except where other provision is made by law or by the Certificate of Incorporation) shall be decided by a majority of the votes cast by the holders of the Stock present in person or by proxy and entitled to vote thereat, a quorum being present.

Section 2.10 List of Stockholders. It shall be the duty of the Secretary or other officer of the Corporation who shall have charge of its stock ledger, either directly or through a transfer agent or transfer clerk appointed by the Board of Directors, to prepare and make, at least 10 days before every meeting of the Stockholders for the election of Directors of the Corporation, a complete list of the Stockholders entitled to vote thereat, arranged in alphabetical order and showing the address of each Stockholder and the number of shares registered in the name of each Stockholder. Such list shall be open to the examination of any Stockholder during ordinary business hours, for a period of at least ten days prior to the election, either at a place within the city, town, or village where the election is to be held and which place shall be specified in the notice of meeting, or, if not so specified, at the place where said meeting is to be held. The list of Stockholders shall be produced and kept at the time and place of said meeting during the whole time and shall be subject to the inspection of any Stockholder who shall be present thereat. Upon the willful neglect or refusal of the Directors to produce such list at any election, they shall be ineligible for any office at such election. The original or duplicate stock ledger shall be the only evidence as to who are the Stockholders entitled to examine such list or the books of the Corporation or to vote in person or by proxy at such election.

Section 2.11 Judges of Election. The Board of Directors may appoint judges of election to serve at any election of Directors and at balloting on any other matter that may properly come before a meeting of Stockholders. If no such appointment shall be made, or if any of the judges so appointed shall fail to attend, refuse, or be unable to serve, then such appointment may be made by the presiding officer at the meeting.

ARTICLE III BOARD OF DIRECTORS

Section 3.01 General Powers and Limitations. The property, affairs, and business of the Corporation shall be managed by or under the direction of the Board of Directors subject to the provisions of law, the Statutes of the State of Wyoming and any vote by the Stockholders to the contrary. Powers granted to the Board of Directors are limited to those conducted in the normal course of business, the Board of Directors is not empowered to:

- a. Change, adjust, modify or amend the Certificate of Incorporation, state registrations or these Bylaws;
- b. Issue additional shares of stock, authorize stock splits, authorize reverse stock splits, create additional classes of stock or change the rights held by current Stockholders;
- c. Sell, license, lease or transfer Corporate assets, intellectual property, trade secrets, know-how, patents or other materials outside of the normal course of business;
- d. Merge or create a joint venture;
- e. Take any other actions not specifically granted;

unless those powers are granted by a sixty-six and 2/3 percent (66.67%) vote of the eligible voting Stockholders in accordance with the provisions of Article II.

Section 3.02 Number, Election, Qualifications, and Term of Office. The number of Directors shall be as fixed from time to time by resolution of the Stockholders. The initial Board of Directors and all subsequent Boards of Directors shall consist of that number of Directors set forth in the Certificate of Incorporation. Except as otherwise provided in the Certificate of Incorporation or in these Bylaws, Directors shall be elected by a plurality of the votes of the Stockholders entitled to vote at each meeting of Stockholders for the election of a Director or Directors. Directors need not be Stockholders. Each Director shall hold office until his or her successor shall have been duly elected and qualified, or until his or her death, or until he or she shall resign, or until he or she shall have been removed in the manner hereinafter provided.

Section 3.03 Resignation. Any Director of the Corporation may resign at any time by giving written notice to the President or to the Secretary of the Corporation. The resignation of any Director shall take effect at the time specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.04 Removal of Directors. Any Director or the entire Board of Directors may be removed, either with or without cause, at any time by the holders of a majority of the shares then entitled to vote at an election of Directors. If the Certificate of Incorporation of the Corporation provides for cumulative voting and less than the entire board is to be removed, then no Director may be removed without cause if the votes cast against his removal would be sufficient to elect him if cumulatively voted at an election of the entire Board of Directors. Any vacancy in the Board of Directors caused by any such removal may be filled by a plurality of the votes of the Stockholders at such meeting, or, if the Stockholders shall fail to fill such vacancy, by the Board of Directors.

Section 3.05 Vacancies. Any vacancy in the Board of Directors caused by death, resignation, disqualification, removal, an increase in the number of Directors, or any other cause, may be filled by the affirmative vote of a majority of the remaining Directors (though less than a quorum), unless filled by the Stockholders pursuant to Section 3.4. Each Director so chosen shall hold office until his or her successor shall be duly elected and qualified or until his or her death, resignation, or removal, if earlier.

Section 3.06 Place of Meetings, Offices, and Books and Records. Except as otherwise specifically provided by law, the Board of Directors may hold its meetings, have one or more offices, and keep the books and records of the Corporation at such place or places within or without the State of Wyoming as the Board of Directors may from time to time determine.

Section 3.07 First Meeting. Within 30 days after each annual election of Directors, the Board of Directors shall meet for the purpose of organization, the election of Officers, and the transaction of other business at the place where regular meetings of the Board of Directors are held. Notice of such meeting shall be given in the manner hereinafter provided for special meetings of the Board of Directors or in a consent and waiver of notice signed by all the Directors.

Section 3.08 Regular Meetings. Regular meetings of the Board of Directors may be held at such places and at such times as the Board shall determine. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting that would otherwise be held on that day shall be held at such place at the same hour and on the next succeeding business day not a legal holiday. Notice of regular meetings need not be given, provided that, whenever the time or place of regular meetings shall be fixed or changed, notice of such action shall be mailed promptly to each director who shall not have been present at the meeting at which such action was taken, addressed to him at his residence or usual place of business.

Section 3.09 Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the President or by one of the Directors. At least three calendar days before the day on which any special meeting is to be held, notice of such meeting shall be sent to each Director by first class mail, addressed to him or her at his or her residence or usual place of business, or shall be sent to him or her at such place by telegraph, cable, or wireless, or shall be delivered personally or by telephone at least one day before the day on which the meeting is to be held. Each such notice shall state the time and place of the meeting but need not state the purposes, except as otherwise expressly provided herein. Notice of any meeting of the Board of Directors need not be given to any Director who shall be present at such meeting or who shall, either before or after such meeting, waive notice of such meeting in writing or by telegram, radio, cable, or telephone. Any meeting of the Board of Directors shall be a legal meeting without any notice having been given if all of the Directors of the Corporation then in office shall be present thereat.

Section 3.10 Quorum and Manner of Acting. Except as otherwise provided by statute or by these Bylaws, two-thirds of the total number of Directors shall be required to constitute a quorum for the transaction of business at any meeting, and the act of a majority of the Directors present at any meeting at which a quorum shall be present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the Directors present may adjourn any meeting from time to time until a quorum is present. Notice of any adjourned meeting need not be given, except as required by law.

Section 3.11 Remuneration. Directors shall receive such reasonable compensation for their services as the Board may from time to time determine to be appropriate. Such compensation may be in the form of a salary or a fixed fee for attendance at meetings, with expenses, if any. Nothing herein contained shall be construed so as to preclude any Director from serving the Corporation in any other capacity and receiving remuneration therefor.

Section 3.12 Action by Consent. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee, may be taken without a meeting if all members of the Board or of such committee, as the case may be, consent in writing and such writing or writings are filed with the minutes of proceedings of the Board or such committee.

Section 3.13 Telephone Meetings. Unless otherwise restricted by the Certificate of Incorporation, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of conference telephone or similar communications equipment, which allows all persons participating in the meeting to hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

ARTICLE IV COMMITTEES

Section 4.01 Designation of Committees, Alternate Members, and Term of Office. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, including an Executive Committee. Each committee shall consist of one or more of the Directors of the Corporation. The Board of Directors may designate one or more Directors as alternate members of any committee, who, in the order specified by the Board, may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member or members of a committee, and in the event there are not sufficient alternate members present at such meeting, the member or members, including alternates, present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another Director to act at the meeting in the place of any such absent or disqualified member. The term of office of the members of each committee shall be as fixed from time to time by the Board, subject to these Bylaws; provided, however, that any committee member who ceases to be a member of the Board shall ipso facto cease to be a committee member. Each committee shall appoint a secretary, who may be the Secretary of the Corporation or any Assistant Secretary.

Section 4.02 Powers of Committees. Any committee designated by the Board of Directors pursuant to Section 4.1, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it. However, no such committee shall have any power or authority to: (a) amend the Certificate of Incorporation; (b) adopt an agreement of merger or consolidation; (c) recommend to the Stockholders the sale, lease, or exchange of all or substantially all of the Corporation's property and assets; (d) recommend to the Stockholders a dissolution of the Corporation or a revocation of a dissolution; or (e) amend these Bylaws. Unless the resolution creating the committee so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of Stock, stock splits or reverse stock splits.

Section 4.03 Meetings, Notices, and Records. Each committee may provide for the holding of regular meetings, with or without notice, and may fix the time and place at which such meetings shall be held. Special meetings of each committee shall be held upon call by or at the direction of its chairman or, if there be no chairman, by or at the direction of any two of its members, at the time and place specified in the respective notices or waivers of notice. Notice of each special meeting of a committee shall be mailed to each member of such committee, addressed to him or her at his or her residence or usual place of business, at least one day before the day on which the meeting is to be held, or shall be sent by telegram, radio, or cable, addressed to him or her at such place, or telephoned or delivered to him or her personally, not later than the day before the day on which the meeting is to be held. Notice of any meeting of a committee need not be given to any member who shall attend the meeting in person or who shall waive notice by telegram, radio, cable, or other writing. Notice of any adjourned meeting need not be given. Each committee shall keep a record of its proceedings.

Section 4.04 Quorum and Manner of Acting. At each meeting of any committee the presence of two-thirds of its members then in office shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. In the absence of a quorum, a majority of the members present at the time and place of any meeting may adjourn the meeting from time to time until a quorum shall be present. Subject to the foregoing and other provisions of these Bylaws and except as otherwise determined by the Board of Directors, each committee may make rules for the conduct of its business. Any determination made in writing and signed by all the members of such committee shall be as effective as if made by such committee at a meeting.

Section 4.05 Resignations. Any member of a committee may resign at any time by giving written notice of such resignation to the Board of Directors or to the President or Secretary of the Corporation. Unless otherwise specified in such notice, such resignation shall take effect upon receipt by the Board or any such officer.

Section 4.06 Removal. Any member of any committee may be removed at any time by the Board of Directors with or without cause.

Section 4.07 Vacancies. If any vacancy shall occur in any committee by reason of death, resignation, disqualification, removal, or otherwise, the remaining members of such committee, even if less than a quorum, shall continue to act until such vacancy is filled by the Board of Directors.

Section 4.08 Remuneration. Committee members shall receive such reasonable compensation for their services as such, whether in the form of salary or a fixed fee for attendance at meetings, with expenses, if any, as the Board of Directors may from time to time determine. Nothing herein contained shall be construed to preclude any committee member from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE V OFFICERS

Section 5.01 Number. The Officers of the Corporation shall be a Chief Executive Officer “CEO”, President, one or more Vice-Presidents, a Secretary, a Treasurer and, if the Board shall so elect, such other officers and agents as may be appointed by the Board of Directors pursuant to Section 5.3. Any two or more offices may be held by the same person.

Section 5.02 Election, Term of Office, and Qualifications. The Officers shall be elected annually by the Board of Directors and, except in the case of Officers appointed in accordance with the provisions of Section 5.03, each shall hold office until the next annual election of officers or until his successor shall have been duly elected and qualified, or until his death, or until he shall resign, or until he shall have been removed in the manner hereinafter provided.

Section 5.03 Other Officers. The Corporation may have such other officers and agents as may be deemed necessary by the Board of Directors, including without limitation one or more Assistant Vice-Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers. Such other officers and agents shall be appointed in such manner, have such duties, and hold their offices for such terms as may be determined by the Board of Directors. The Board of Directors may delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective terms of office, authorities, and duties.

Section 5.04 Resignations. Any Officer may resign at any time by giving written notice of his resignation to the Board of Directors or to the President or Secretary of the Corporation. Unless otherwise specified in such written notice, any such resignation shall take effect at the time of receipt by the Board of Directors or any such officer.

Section 5.05 Removal. Any Officer specifically designated in Section 5.01 may be removed, either with or without cause, by a vote of a majority of the whole Board of Directors. Any officer or agent appointed in accordance with the provisions of Section 5.03 may be removed, either with or without cause, by the Board of Directors at any meeting, by the vote of a majority of the Directors present at such meeting, or by any superior officer or agent upon whom such power of removal shall have been conferred by the Board of Directors.

Section 5.06 Vacancies. A vacancy in any office by reason of death, resignation, removal, or any other cause shall be filled for the unexpired portion of the term in the manner prescribed in these Bylaws for election or appointment to such office.

Section 5.07 Chief Executive Officer. The Chief Executive Officer of the Corporation and, subject to control by the Board of Directors, shall have general charge of the business, affairs, and property of the Corporation and control over its several Officers.

Section 5.08 President. The President shall preside at all meetings of the Stockholders, Board of Directors, and Executive Committee at which the President shall be present. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President may sign, with the Secretary or any other officer thereunto duly authorized by the Board of Directors, certificates for shares of Stock of the Corporation, deeds, mortgages, bonds, contracts, agreements, or other instruments duly authorized by the Board of Directors except in cases where the signing and execution shall be expressly delegated by the Board of Directors to some other officer or agent. From time to time, the President shall report to the Board of Directors all matters within his or her knowledge that the interests of the Corporation may require to be brought to the attention of the Board. The President shall do and perform all such other duties and may exercise such other powers as from time to time may be assigned to him or her by these Bylaws, the Board of Directors, or the Executive Committee. The officers of the Corporation shall be responsible to the President for the proper and faithful discharge of their several duties and shall make such reports as the President may from time to time require.

Section 5.09 Vice-Presidents. In the event of the death, absence, unavailability, or disability of the President or at the request of the President, the Vice President or, in case there shall be more than one Vice President, the Vice President designated by the President (or in the absence of such designation, the Vice President designated by the Board of Directors) shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. Except where by law the signature of the President is required, each of the Vice Presidents shall possess the same power as the President to sign all certificates, contracts, obligations, and other instruments of the Corporation. Any Vice President shall perform such other duties and may exercise such other powers as from time to time may be assigned to him or her by these Bylaws, the Board of Directors, the Executive Committee, or the President.

Section 5.10 Assistant Vice-Presidents. The Assistant Vice Presidents shall exercise such powers as may be assigned to them from time to time by the Board of Directors, the Executive Committee, or the President.

Section 5.11 Secretary and the Assistant Secretaries. The Secretary shall perform the following duties:

- a. Keep the minutes of the meetings of the Stockholders, the Board of Directors, and the Executive Committee, and cause the same to be recorded in books provided for that purpose;
- b. Prepare, or cause to be prepared, and submit to the Chairman of each meeting of the Stockholders a certified list, in alphabetical order, of the names of the Stockholders entitled to vote at such meeting together with the number of shares of Stock held by each;
- c. Ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by statute;
- d. Act as custodian of the records of the Corporation, the Board of Directors, and the Executive Committee, and of the seal of the Corporation and ensure that the seal is affixed to all stock certificates prior to their issuance and to all documents the execution of which on behalf of the Corporation under its seal shall have been duly authorized, and attest the seal when so affixed;
- e. Ensure that all books, reports, statements, certificates, and the other documents and records required by law to be kept or filed are properly kept or filed;
- f. Whenever any committee shall be appointed in pursuance of a resolution of the Board of Directors, furnish the chairman of such committee with a copy of such resolution;

- g. Maintain the stock and transfer books of the Corporation, and exhibit such stock book at all reasonable times to such persons as are entitled by statute to have access;
- h. Sign or cause a facsimile signature to be affixed to (unless the Treasurer or any Assistant Secretary or an Assistant Treasurer shall have this responsibility) certificates representing the Stock of the Corporation the issuance of which shall have been duly authorized; and
- i. In general, perform all duties and have all powers incident to the office of the Secretary and perform such other duties and have such other powers as from time to time may be assigned to him or her by these Bylaws, the Board of Directors, or the President.

At the request of the Secretary or in his absence or disability, any Assistant Secretary shall perform any of the duties of the Secretary and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Secretary. Except where by law the signature of the Secretary is required, each of the Assistant Secretaries shall possess the same power as the Secretary to sign certificates, contracts, obligations, and other instruments of the Corporation, and to affix the seal of the Corporation to such instruments, and attest the same. The Assistant Secretaries shall perform such other duties as from time to time may be assigned to them respectively by the Board of Directors, the President, or the Secretary.

Section 5.12 Treasurer and Assistant Treasurers. The Treasurer shall perform the following duties:

- a. Have charge of, supervise, and be responsible for the funds, including the borrowing, securities, and receipts and disbursements of the Corporation;
- b. Cause all moneys and other valuable effects of the Corporation to be deposited in the name and to the credit of the Corporation in such banks or trust companies or with such bankers or other depositaries as shall be selected by the Board of Directors or Executive Committee, or pursuant to authority conferred by the Board of Directors or Executive Committee;
- c. Cause the funds of the Corporation to be disbursed by checks or drafts upon the authorized depositaries of the Corporation;
- d. Cause to be taken and preserved proper vouchers for all moneys disbursed;
- e. Keep or cause to be kept correct books of account of all the business and transactions of the Corporation and upon application cause such books of account to be exhibited to any Director;
- f. Render to the President, the Board of Directors, or the Executive Committee, whenever requested, an account of the financial conditions of the Corporation and of all transactions as Treasurer;
- g. Be empowered, from time to time, to require from the Officers or agents of the Corporation reports or statements giving such information as the Treasurer may desire with respect to any and all financial transactions of the Corporation;
- h. Sign, or cause a facsimile signature to be affixed to (unless the Secretary or an Assistant Secretary or an Assistant Treasurer shall have this responsibility) certificates representing stock of the Corporation the issuance of which shall have been duly authorized; and
- i. In general, perform all duties and have all powers incident to the office of Treasurer and perform such other duties and have such other powers as from time to time may be assigned to him by these Bylaws, the Board of Directors, or the President.

At the request of the Treasurer or in his or her absence or disability, the Assistant Treasurer or, in case there shall be more than one Assistant Treasurer, the Assistant Treasurer designated by the Board of Directors, the Executive Committee, or the President shall perform any of the duties of the Treasurer and, when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. Except where by law the signature of the Treasurer is required, each of the Assistant Treasurers shall possess the same power as the Treasurer to sign all certificates, contracts, obligations, and other instruments of the Corporation. The Assistant Treasurers shall perform such other duties as from time to time may be assigned to them respectively by the Board of Directors, the President, or the Treasurer.

Section 5.13 Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors, except that the Board of Directors may delegate to any person the power to fix the salaries or other compensation of any officers or agents appointed in accordance with the provisions of Section 5.3. No officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the Corporation.

Section 5.14 Surety Bonds. If the Board of Directors shall so require, any officer or agent of the Corporation shall execute to the Corporation a bond in such sum and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful discharge of his duties, including responsibility for negligence and for the accounting for all property, funds, or securities of the Corporation that may come into his hands.

ARTICLE VI CONTRACTS, CHECKS, LOANS, DEPOSITS, AND PROXIES

Section 6.01 Contracts, Checks, and Other Instruments. All contracts and agreements authorized by the Board of Directors, and all checks, drafts, bills of exchange, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, as may from time to time be designated by the Board of Directors, which designation may be general or confined to specific instances. The President or a Vice-President and the Treasurer shall have the power and authority to bind the Corporation by contract or engagement or to pledge its credit or to render it liable pecuniary for any purpose or for any amount. No other officer, agent, or employee of the Corporation shall have any such power and authority unless so designated by the Board of Directors or in or pursuant to the provisions of these Bylaws.

Section 6.02 Proxies in Respect of Securities of Other Corporations. Unless otherwise provided by resolution adopted by the Board of Directors, the President or a Vice President may from time to time appoint an attorney or attorneys, or an agent or agents, to exercise in the name and on behalf of the Corporation the powers and rights that the Corporation may have as the holder of stock or other securities in any other corporation to vote or to consent in respect of such stock or other securities. The President or any Vice President may instruct the person or persons so appointed as to the manner of exercising such powers and rights and the President or any Vice President may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal, or otherwise, all such written proxies, powers of attorney, or other written instruments as he or she may deem necessary in order that the Corporation may exercise such powers and rights.

Section 6.03 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to its credit in such banks or trust companies or with such bankers or other depositories as the Board of Directors may select, or as may be selected by any officer or officers or agent or agents authorized to do so by the Board of Directors. Endorsements for deposit to the credit of the Corporation in any of its duly authorized depositories shall be made in such manner as the Board of Directors from time to time may determine.

ARTICLE VII STOCK

Section 7.01 Format. The certificates of Stock of the Corporation shall be numbered and shall be entered in the books of the Corporation as they are issued. They shall exhibit the holder's name and number of shares and shall be signed by the President or a Vice President and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary. Each certificate shall be clearly labeled with "OWNERSHIP AND TRANSFER OF SHARES ARE SUBJECT TO A STOCKHOLDERS' AGREEMENT".

Section 7.02 Common Stock. The common stock is all voting and has a par value of \$0.001. Shares of the corporation may be acquired and held in the treasury of the corporation, and may be disposed of by the corporation for such consideration and for such purposes as may be determined from time to time upon approval of sixty-six and 2/3 percent (66.67%) of the Stockholders.

Section 7.03 Preferred Stock. The corporation shall have authority to issue up to 50,000,000 shares of preferred stock having a par value of \$0.001. The preferred stock may be issued from time to time in one or more series upon approval by sixty-six and 2/3 percent (66.67%) of the Stockholders by resolution providing for the issuance of such preferred stock, designate with respect to such shares: (a) their voting powers; (b) their rights of redemption; (c) their right to receive dividends (which may be cumulative or non-cumulative) including the dividend rate or rates, conditions to payment, and the relative preferences in relation to the dividends payable on any other class or classes or series of stock; (d) their rights upon the dissolution of, or upon any distribution of the assets of, the corporation; (e) their rights to convert into, or exchange for, shares of any other class or classes of stock of the corporation, including the price or prices or the rate of exchange; and (f) other relative, participating, optional or special rights, qualifications, limitations or restrictions.

Section 7.04 Payment for Shares. The consideration to be received by the corporation for the issuance of common shares shall be fixed from time to time by approval of sixty-six and 2/3 percent (66.67%) of the Stockholders. A subscriber shall be entitled to issuance of shares upon receipt by the Corporation of the consideration for which the shares are to be issued. No certificates shall be issued for any share until the share is fully paid, and, when issued, such shares shall be nonassessable.

Section 7.05 Transfer. Transfers of stock shall be made on the books of the Corporation only by the person named in the certificate or by his or her attorney, lawfully constituted in writing, and upon surrender of the certificate therefore.

Section 7.06 Record Dates. In order that the Corporation may determine the Stockholders entitled to notice of or to vote at any meeting of Stockholders or any adjournment, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may, in its discretion, fix, in advance, a record date, that shall be not more than 50 nor less than 10 days before the date of such meeting, nor more than 50 days prior to any other action. Only those Stockholders of record on the date so fixed shall be entitled to any of the foregoing rights, notwithstanding the transfer of any such stock on the books of the Corporation after any such record date fixed by the Board of Directors. A determination of Stockholders of record entitled to notice of or to vote at a meeting of Stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 7.07 Closing of Transfer Books. The Board of Directors may close the transfer books in its discretion for a period not exceeding 50 days preceding any meeting, annual or special, of the Stockholders or the day appointed for the payment of a dividend.

Section 7.08 Record Owner. The Corporation shall be entitled to treat the holder of record of any share or shares of Stock as the holder in fact and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice, unless the laws of Wyoming expressly provide otherwise.

Section 7.09 Lost Certificates. Any person claiming a certificate of Stock to be lost or destroyed shall make an affidavit or affirmation of that fact and advertise the same in such manner as the Board of Directors may require, and shall, if the directors so require, give the Corporation a bond of indemnity, in form and with one or more sureties satisfactory to the Board of Directors, in at least double the value of the Stock represented by said certificate, whereupon a new certificate may be issued of the same tenor and for the same number of shares as the one alleged to be lost or destroyed.

ARTICLE VIII DIVIDENDS

Dividends upon the capital Stock of the Corporation, when earned, may be declared by the Board of Directors at any regular or special meeting.

Before the payment of any dividend or the making of any distribution of profits, there may be set aside out of the surplus or net profits of the Corporation such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, equalize dividends, repair or maintain any property of the Corporation, or to use for such other purpose as the Directors shall think conducive to the interests of the Corporation.

ARTICLE IX RELIANCE ON RECORDS AND REPORTS

Each Director, Officer, or member of any committee designated by, or by the authority of, the Board of Directors shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation or of any of its subsidiaries or upon reports made to the Corporation or any of its subsidiaries by any official of the Corporation or of a subsidiary or by an independent certified public accountant or by an appraiser selected with reasonable care by the Board of Directors or by any such committee.

ARTICLE X CORPORATE SEAL

The corporate seal shall be circular in form and shall bear the name of the Corporation and words and figures denoting its organization under the laws of the State of Wyoming and otherwise shall be in such form as shall be approved from time to time by the Board of Directors.

ARTICLE XI FISCAL YEAR

The fiscal year of the Corporation shall be such 12-month period of each calendar year as may be fixed from time to time by resolution of the Board of Directors.

ARTICLE XII WAIVER OF NOTICE

Whenever any notice whatsoever is required to be given by these Bylaws, the Certificate of Incorporation, or any of the corporate laws of the State of Wyoming, a waiver in writing, signed by the person or persons entitled to said notice, whether before or after the time stated, shall be deemed equivalent.

ARTICLE XIII INDEMNIFICATION

The Corporation shall indemnify each of its Directors and Officers, whether or not then in office (and his executor, administrator, and heirs), against all reasonable expenses, including attorney's fees, judgments, and fines, actually and necessarily incurred by him in connection with the defense of any litigation to which he may have been made a party because of his status as Director or officer of the Corporation. Such Director or Officer shall have no right to reimbursement, however, in relation to any matter to which he has been adjudged liable to the Corporation for gross negligence or culpable misconduct in the performance of his duties. The right to indemnity for expenses shall also apply to the expenses of suits that are compromised if the court having jurisdiction of the matter shall approve such settlement. The foregoing right of indemnification shall be in addition to all other rights to which such Director or officer may be entitled, pursuant to the Wyoming General Corporation Law.

ARTICLE XIV AMENDMENTS

The Bylaws of the Corporation, regardless of whether made by the Stockholders or by the Board of Directors, may be amended, added to, or repealed at any meeting of the Stockholders upon approval by sixty-six and 2/3 percent (66.67%) of the Stockholders by resolution; provided, however, that notice of the proposed change is given in the notice of the meeting. No change of the time or place for the annual meeting of the Stockholders for the election of Directors shall be made except in accordance with the laws of the State of Wyoming.

ADOPTED as the Bylaws of the Corporation on this 21st day of July, 2020.

Ricardo Haynes – 15,000 Series A Preferred

Eric Collins – 25,000 Series A Preferred

Lance Lehr – 5,000 Series A Preferred

Tori White – 48,000 Series A Preferred

Donald Keer – 7,000 Series A Preferred

SUBSCRIPTION AGREEMENT

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. THIS INVESTMENT IS SUITABLE ONLY FOR PERSONS WHO CAN BEAR THE ECONOMIC RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. FURTHERMORE, INVESTORS MUST UNDERSTAND THAT SUCH INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET EXISTS FOR THE SECURITIES, AND NO PUBLIC MARKET IS EXPECTED TO DEVELOP FOLLOWING THIS OFFERING.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY STATE SECURITIES OR BLUE SKY LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND STATE SECURITIES OR BLUE SKY LAWS. ALTHOUGH AN OFFERING STATEMENT HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), THAT OFFERING STATEMENT DOES NOT INCLUDE THE SAME INFORMATION THAT WOULD BE INCLUDED IN A REGISTRATION STATEMENT UNDER THE ACT. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO SUBSCRIBER IN CONNECTION WITH THIS OFFERING OVER THE WEB-BASED PLATFORM MAINTAINED BY FUND AMERICA/PRIME TRUST (THE “PLATFORM”) ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

INVESTORS WHO ARE NOT “ACCREDITED INVESTORS” (AS THAT TERM IS DEFINED IN SECTION 501 OF REGULATION D PROMULGATED UNDER THE ACT) ARE SUBJECT TO LIMITATIONS ON THE AMOUNT THEY MAY INVEST, AS SET OUT IN SECTION 4. THE COMPANY IS RELYING ON THE REPRESENTATIONS AND WARRANTIES SET FORTH BY EACH SUBSCRIBER IN THIS SUBSCRIPTION AGREEMENT AND THE OTHER INFORMATION PROVIDED BY SUBSCRIBER IN CONNECTION WITH THIS OFFERING TO DETERMINE THE APPLICABILITY TO THIS OFFERING OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT.

THE OFFERING MATERIALS MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION RELATING TO, AMONG OTHER THINGS, THE COMPANY, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO THE COMPANY’S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE WORDS “ESTIMATE,” “PROJECT,” “BELIEVE,” “ANTICIPATE,” “INTEND,” “EXPECT” AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS, WHICH CONSTITUTE FORWARD LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT’S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE COMPANY’S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

THE COMPANY MAY NOT BE OFFERING THE SECURITIES IN EVERY STATE. THE OFFERING MATERIALS DO NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH THE SECURITIES ARE NOT BEING OFFERED.

THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR ACCEPT OR REJECT IN WHOLE OR IN PART ANY PROSPECTIVE INVESTMENT IN THE SECURITIES OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE AMOUNT OF SECURITIES SUCH INVESTOR DESIRES TO PURCHASE. EXCEPT AS OTHERWISE INDICATED, THE OFFERING MATERIALS SPEAK AS OF THEIR DATE. NEITHER THE DELIVERY NOR THE PURCHASE OF THE SECURITIES SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THAT DATE.

TO: BEAR VILLAGE, INC.
4002 Hwy 78, Suite 530 #296
Snellville, GA 30339

Ladies and Gentlemen:

1. Subscription.

(a) The undersigned ("Subscriber") hereby irrevocably subscribes for and agrees to purchase Common Stock (the "Securities"), of BEAR VILLAGE, INC., a Wyoming Corporation (the "Company"), at a purchase price of \$5 per share (the "Per Security Price"), upon the terms and conditions set forth herein. The minimum subscription is \$500. The Common Stock being subscribed for under this Subscription Agreement ("Common Stock" also referred to as the "Securities"). The rights and preferences of the Common Stock are as set forth in Amended and Restated Certificate of Incorporation included as Exhibit 2.1 to the Offering Statement of the Company filed with the SEC (the "Offering Statement").

(b) Subscriber understands that the Securities are being offered pursuant to an offering circular dated [] (the "Offering Circular") filed with the SEC as part of the Offering Statement. By executing this Subscription Agreement, Subscriber acknowledges that Subscriber has received this Subscription Agreement, copies of the Offering Circular and Offering Statement including exhibits thereto and any other information required by the Subscriber to make an investment decision.

(c) The Subscriber's subscription may be accepted or rejected in whole or in part, at any time prior to a Closing Date (as hereinafter defined), by the Company at its sole discretion. In addition, the Company, at its sole discretion, may allocate to Subscriber only a portion of the number of Securities Subscriber has subscribed for. The Company will notify Subscriber whether this subscription is accepted (whether in whole or in part) or rejected. If Subscriber's subscription is rejected, Subscriber's payment (or portion thereof if partially rejected) will be returned to Subscriber without interest and all of Subscriber's obligations hereunder shall terminate.

(d) The aggregate number of Securities sold shall not exceed 10,000,000 (the "Maximum Offering"). The Company may accept subscriptions until [], unless otherwise extended by the Company in its sole discretion in accordance with applicable SEC regulations for such other period required to sell the Maximum Offering (the "Termination Date"). The Company may elect at any time to close all or any portion of this offering, on various dates at or prior to the Termination Date (each a "Closing Date").

(e) In the event of rejection of this subscription in its entirety, or in the event the sale of the Securities (or any portion thereof) is not consummated for any reason, this Subscription Agreement shall have no force or effect, except for Section 5 hereof, which shall remain in force and effect.

(f) The terms of this Subscription Agreement shall be binding upon Subscriber and its transferees, heirs, successors and assigns (collectively, "Transferees"); provided that for any such transfer to be deemed effective, the Transferee shall have executed and delivered to the Company in advance an instrument in a form acceptable to the Company in its sole discretion, pursuant to which the proposed Transferee shall be acknowledge, agree, and be bound by the representations and warranties of Subscriber, terms of this Subscription Agreement.

2. Purchase Procedure.

(a) Payment. The purchase price for the Securities shall be paid simultaneously with the execution and delivery to the Company of the signature page of this Subscription Agreement. Subscriber shall deliver a signed copy of this Subscription Agreement, along with payment for the aggregate purchase price of the Securities by a check for available funds made payable to "Bear Village, Inc.", by ACH electronic transfer, wire transfer to an account designated by the Company, or by debit card or credit card (for non-U.S. investors only), by cancellation of any indebtedness and convertible securities (and any notes or evidence thereof) made by the Company to the undersigned (the "Indebtedness"), or by any combination of such methods.

(b) Escrow arrangements. Payment for the Securities shall be received by Fund America/Prime Trust (the "**Escrow Agent**") from the undersigned by transfer of immediately available funds, check or other means approved by the Company at least two days prior to the applicable Closing Date, in the amount as set forth on the signature page hereto. Upon such Closing Date, the Escrow Agent shall release such funds to the Company. The undersigned shall receive notice and evidence of the digital entry of the number of the Securities owned by undersigned reflected on the books and records of the Company and verified by Computershare Inc., (the "Transfer Agent"), which books and records shall bear a notation that the Securities were sold in reliance upon Regulation A.

Escrow Agent Name Fund America/Prime Trust
Address
Routing Number
Account Number
Account Name
Further Instructions

3. Representations and Warranties of the Company.

The Company represents and warrants to Subscriber that the following representations and warranties are true and complete in all material respects as of the date of each Closing Date, except as otherwise indicated. For purposes of this Agreement, an individual shall be deemed to have “knowledge” of a particular fact or other matter if such individual is actually aware of such fact. The Company will be deemed to have “knowledge” of a particular fact or other matter if one of the Company’s current officers has, or at any time had, actual knowledge of such fact or other matter.

(a) Organization and Standing. The Company is a corporation duly formed, validly existing and in good standing under the laws of the State of Wyoming. The Company has all requisite power and authority to own and operate its properties and assets, to execute and deliver this Subscription Agreement, and any other agreements or instruments required hereunder. The Company is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

(b) Issuance of the Securities. The issuance, sale and delivery of the Securities in accordance with this Subscription Agreement has been duly authorized by all necessary corporate action on the part of the Company. The Securities, when so issued, sold and delivered against payment therefor in accordance with the provisions of this Subscription Agreement, will be duly and validly issued, fully paid and non-assessable. The Company hereby agrees that there shall be reserved for issuance and delivery upon conversion of the Class A Preferred Stock such number of Class A Common Stock into which such Securities shall then be convertible into.

(c) Authority for Agreement. The execution and delivery by the Company of this Subscription Agreement and the consummation of the transactions contemplated hereby (including the issuance, sale and delivery of the Securities) are within the Company’s powers and have been duly authorized by all necessary corporate action on the part of the Company. Upon full execution hereof, this Subscription Agreement shall constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors’ rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (iii) with respect to provisions relating to indemnification and contribution, as limited by considerations of public policy and by federal or state securities laws.

(d) No filings. Assuming the accuracy of the Subscriber’s representations and warranties set forth in Section 4 hereof, no order, license, consent, authorization or approval of, or exemption by, or action by or in respect of, or notice to, or filing or registration with, any governmental body, agency or official is required by or with respect to the Company in connection with the execution, delivery and performance by the Company of this Subscription Agreement except (i) for such filings as may be required under Regulation A or under any applicable state securities laws, (ii) for such other filings and approvals as have been made or obtained, or (iii) where the failure to obtain any such order, license, consent, authorization, approval or exemption or give any such notice or make any filing or registration would not have a material adverse effect on the ability of the Company to perform its obligations hereunder.

(e) Capitalization. The authorized and outstanding securities of the Company immediately prior to the initial investment in the Securities is as set forth “Securities Being Offered” in the Offering Circular. Except as set forth in the Offering Circular, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal), or agreements of any kind (oral or written) for the purchase or acquisition from the Company of any of its securities.

(f) Financial statements. Complete copies of the Company's financial statements consisting of the balance sheets of the Company as at September 30, 2020 and the related statements of income, stockholders' equity and cash flows for the two-year period then ended (the "Financial Statements") have been made available to the Subscriber and appear in the Offering Circular. The Financial Statements are based on the books and records of the Company and fairly present in all material respects the financial condition of the Company as of the respective dates they were prepared and the results of the operations and cash flows of the Company for the periods indicated. Accountants Now, Inc., which has reviewed the unaudited Financial Statements for compliance with generally accepted accounting principals, is an independent accounting firm within the rules and regulations adopted by the SEC.

(g) Proceeds. The Company shall use the proceeds from the issuance and sale of the Securities as set forth in "Use of Proceeds to issuer" in the Offering Circular.

(h) Litigation. Except as set forth in the Offering Circular, there is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body, or to the Company's knowledge, currently threatened in writing (a) against the Company or (b) against any consultant, officer, manager, director or key employee of the Company arising out of his or her consulting, employment or board relationship with the Company or that could otherwise materially impact the Company.

4. Representations and Warranties of Subscriber. By executing this Subscription Agreement, Subscriber (and, if Subscriber is purchasing the Securities subscribed for hereby in a fiduciary capacity, the person or persons for whom Subscriber is so purchasing) represents and warrants, which representations and warranties are true and complete in all material respects as of such Subscriber's respective Closing Date(s):

(a) Requisite Power and Authority. Such Subscriber has all necessary power and authority under all applicable provisions of law to execute and deliver this Subscription Agreement, the Operating Agreement and other agreements required hereunder and to carry out their provisions. All action on Subscriber's part required for the lawful execution and delivery of this Subscription Agreement and other agreements required hereunder have been or will be effectively taken prior to the Closing Date. Upon their execution and delivery, this Subscription Agreement and other agreements required hereunder will be valid and binding obligations of Subscriber, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

(b) Investment Representations. Subscriber understands that the Securities have not been registered under the Securities Act of 1933, as amended (the "Securities Act"). Subscriber also understands that the Securities are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Subscriber's representations contained in this Subscription Agreement.

(c) Illiquidity and Continued Economic Risk. Subscriber acknowledges and agrees that there is no ready public market for the Securities and that there is no guarantee that a market for their resale will ever exist. Subscriber must bear the economic risk of this investment indefinitely and the Company has no obligation to list the Securities on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934, as amended) with respect to facilitating trading or resale of the Securities. Subscriber acknowledges that Subscriber is able to bear the economic risk of losing Subscriber's entire investment in the Securities. Subscriber also understands that an investment in the Company involves significant risks and has taken full cognizance of and understands all of the risk factors relating to the purchase of Securities.

(d) Accredited Investor Status or Investment Limits. Subscriber represents that either:

(i) Subscriber is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act. Subscriber represents and warrants that the information set forth in response to question (c) on the signature page hereto concerning Subscriber is true and correct; or

(ii) The purchase price set out in paragraph (b) of the signature page to this Subscription Agreement, together with any other amounts previously used to purchase Securities in this offering, does not exceed 10% of the greater of the Subscriber's annual income or net worth.

Subscriber represents that to the extent it has any questions with respect to its status as an accredited investor, or the application of the investment limits, it has sought professional advice.

(e) Shareholder information. Within five days after receipt of a request from the Company, the Subscriber hereby agrees to provide such information with respect to its status as a shareholder (or potential shareholder) and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and regulations to which the Company is or may become subject. Subscriber further agrees that in the event it transfers any Securities, it will require the transferee of such Securities to agree to provide such information to the Company as a condition of such transfer.

(f) Company Information. Subscriber understands that the Company is subject to all the risks that apply to early-stage companies, whether or not those risks are explicitly set out in the Offering Circular. Subscriber has had such opportunity as it deems necessary (which opportunity may have presented through online chat or commentary functions) to discuss the Company's business, management and financial affairs with managers, officers and management of the Company and has had the opportunity to review the Company's operations and facilities. Subscriber has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. Subscriber acknowledges that except as set forth herein, no representations or warranties have been made to Subscriber, or to Subscriber's advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

(g) Valuation. The Subscriber acknowledges that the price of the Securities was set by the Company on the basis of the Company's internal valuation and no warranties are made as to value. The Subscriber further acknowledges that future offerings of Securities may be made at lower valuations, with the result that the Subscriber's investment will bear a lower valuation.

(h) Domicile. Subscriber maintains Subscriber's domicile (and is not a transient or temporary resident) at the address shown on the signature page.

(i) No Brokerage Fees. There are no claims for brokerage commission, finders' fees or similar compensation in connection with the transactions contemplated by this Subscription Agreement or related documents based on any arrangement or agreement binding upon Subscriber.

(j) Foreign Investors. If Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. Subscriber's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

5. Survival of Representations and Indemnity. The representations, warranties and covenants made by the Subscriber herein shall survive the Termination Date of this Agreement. The Subscriber agrees to indemnify and hold harmless the Company and its respective officers, directors and affiliates, and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all reasonable attorneys' fees, including attorneys' fees on appeal) and expenses reasonably incurred in investigating, preparing or defending against any false representation or warranty or breach of failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any other document furnished by the Subscriber to any of the foregoing in connection with this transaction.

6. Governing Law; Jurisdiction. This Subscription Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

EACH OF THE SUBSCRIBER AND THE COMPANY CONSENTS TO THE JURISDICTION OF AN ALTERNATIVE FORUM, THE COURT OF CHANCERY IN THE STATE OF WYOMING, AND NO OTHER PLACE AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THIS SUBSCRIPTION AGREEMENT MAY BE LITIGATED IN SUCH COURTS. EACH OF SUBSCRIBER AND THE COMPANY ACCEPTS FOR ITSELF AND HIMSELF AND IN CONNECTION WITH ITS AND HIS RESPECTIVE PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT. EACH OF SUBSCRIBER AND THE COMPANY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN THE MANNER AND IN THE ADDRESS SPECIFIED IN SECTION 8 AND THE SIGNATURE PAGE OF THIS SUBSCRIPTION AGREEMENT.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE AND INCLUDING CLAIMS UNDER THE FEDERAL SECURITIES LAWS) ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE ACTIONS OF EITHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF. EACH OF THE PARTIES HERETO ALSO WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF SUCH PARTY. EACH OF THE PARTIES HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS SUBSCRIPTION AGREEMENT. IN THE EVENT OF LITIGATION, THIS SUBSCRIPTION AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT. BY AGREEING TO THIS WAIVER, THE SUBSCRIBER IS NOT DEEMED TO WAIVE THE COMPANY'S COMPLIANCE WITH THE FEDERAL SECURITIES LAWS AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER,

7. Notices. Notice, requests, demands and other communications relating to this Subscription Agreement and the transactions contemplated herein shall be in writing and shall be deemed to have been duly given if and when (a) delivered personally, on the date of such delivery; or (b) mailed by registered or certified mail, postage prepaid, return receipt requested, in the third day after the posting thereof; or (c) emailed, telecopied or cabled, on the date of such delivery to the address of the respective parties as follows:

If to the Company, to:

BEAR VILLAGE, INC.
Attn: Eric Collins
4002 Hwy 78, Suite 530 #296
Snellville, GA 30039

Copy to:
BEAR VILLAGE, INC.
Attn: General Counsel
3663 Greenwood Circle
Chalfont, PA 18914

If to a Subscriber, to Subscriber's address as shown on the signature page hereto

or to such other address as may be specified by written notice from time to time by the party entitled to receive such notice. Any notices, requests, demands or other communications by telecopy or cable shall be confirmed by letter given in accordance with (a) or (b) above.

8. Miscellaneous.

(a) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons or entity or entities may require.

(b) This Subscription Agreement is not transferable or assignable by Subscriber.

(c) The representations, warranties and agreements contained herein shall be deemed to be made by and be binding upon Subscriber and its heirs, executors, administrators and successors and shall inure to the benefit of the Company and its successors and assigns.

(d) None of the provisions of this Subscription Agreement may be waived, changed or terminated orally or otherwise, except as specifically set forth herein or except by a writing signed by the Company and Subscriber.

(e) In the event any part of this Subscription Agreement is found to be void or unenforceable, the remaining provisions are intended to be separable and binding with the same effect as if the void or unenforceable part were never the subject of agreement.

(f) The invalidity, illegality or unenforceability of one or more of the provisions of this Subscription Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Subscription Agreement in such jurisdiction or the validity, legality or enforceability of this Subscription Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

(g) This Subscription Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

(h) The terms and provisions of this Subscription Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer, and no provision hereof shall confer, third-party beneficiary rights upon any other person.

(i) The headings used in this Subscription Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

(j) This Subscription Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(k) If any recapitalization or other transaction affecting the stock of the Company is effected, then any new, substituted or additional securities or other property which is distributed with respect to the Securities shall be immediately subject to this Subscription Agreement, to the same extent that the Securities, immediately prior thereto, shall have been covered by this Subscription Agreement.

(l) No failure or delay by any party in exercising any right, power or privilege under this Subscription Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

[SIGNATURE PAGE FOLLOWS]

Bear Valley Asset Holding LLC
Placement Agent Agreement

Advisory and Offerings
Network 1 Financial Securities, Inc.
Four World Trade Center
Floor 29
New York, NY 10007
(212) 786-7940



Edward Cabrera
ECabrera@netw1.com

July 8, 2020

Rick H Haynes, President
9410 West Cluster Ave
Tampa, Florida 33615

Bear Village Asset Holdings LLC
233 Hendrix Ave. SW
Atlanta, GA 30316

Re: PLACEMENT AGENT AGREEMENT

Dear Mr. Rick H Haynes,

This letter confirms our complete understanding with respect to the retention of Network 1 Financial Securities, Inc. (“Network 1”), a registered broker/dealer, as the Bear Village Asset Holdings LLC’s (“Company”) advisor, placement agent and arranger in connection with the Company’s financial needs (“Financial Advisory”). The Company will engage Network 1 to undertake a Reg A+/ private placement, that we start after the Company successfully completes an equity raise of \$3 million.

The undersigned, *Network 1 Financial Securities, Inc.*, a Texas Corporation and broker/dealer registered with the U.S. Securities & Exchange Commission (“SEC”) and member of the Financial Industry Regulatory Authority (“FINRA”), hereinafter referred to as “Placement Agent”, “Network 1” or “We” or “Our”) hereby offers its services to the Company as Placement Agent for the aforementioned *proposed* private placement offering.

The terms and conditions of this Placement Agent’s Agreement (“Agreement”) are as follows:

1. Appointment of Placement Agent; The Offering Period.

1.1 Appointment of Placement Agent. You hereby appoint Network 1 Financial Securities as exclusive Placement Agent of the Company during the Private Offering Period herein specified for the purpose of assisting the Company in placing its Securities with purchasers who are qualified accredited investors (“Subscribers”). Placement Agent hereby accepts such agency and agrees to assist the Company in placing this Private Offering (“Offering”) with the Subscribers. Placement Agent’s agency hereunder is not terminable by the Company except upon termination of the Private Offering or upon breach by the Placement Agent of its material obligations hereunder.

1.2 Private Offering Period. The Offering Period shall commence on the day that the Company’s offering documents (“Offering Documents”) are first made available to Placement Agent by the Company and will continue until the final Closing (as hereinafter defined) of the maximum offering or the 31st day of December 2020 (The “Termination Date”), whichever comes first. After the Initial Closing, subsequent closings with respect to accepted subscriptions may take place at any time during the Offering Period as may be mutually determined by the Company and the Placement Agent (such subsequent closings and the Initial Closing will each be referred to herein as a “Closing”).

1.3 Offering Documents. The Company will provide the Placement Agent with a sufficient number of copies of the Offering Documents for delivery to potential Subscribers and such other information, documents and instruments which the Placement Agent deems reasonably necessary to act as Placement Agent hereunder and to comply with the rules, regulations and judicial and administrative interpretations respecting compliance with applicable state and federal statutes related to the Offering.

2. Compliance with Securities Laws.

Each of the Company and the Placement Agent agrees to conduct the Offering in a manner intended (a) to qualify as a private placement of the Securities in any jurisdiction in which the Securities are offered (including the U.S.), and (b) to comply with the requirements of Rule 506 of Regulation D under the Securities Act. Assuming the accuracy of the representations and warranties given to the Company by each investor to the extent relevant for such determination, the Offering will be exempt from the registration requirements of the Securities Act. The Company agrees (i) to limit offers to sell, and solicitations of offers to buy, the Securities to persons reasonably believed by it to be “accredited investors” within the meaning of Rule 501(a) under the Securities Act, and (ii) not to engage in any form of general solicitation or general advertising in connection with the Offering within the meaning of Rule 502 under the Securities Act. The Company agrees to conduct the Offering in a manner intended to comply with the registration or qualification requirements, or available exemptions therefrom, under applicable state securities laws.

2.1 Form D and State Blue Sky Filings.

2.1.1 SEC Form D Filing Requirements. Form D is a form to be used to file a notice of an exempt offering of securities with the Securities and Exchange Commission. SEC rules require the notice to be filed by companies that have sold securities without registration under the Securities Act of 1933 in an offering based on a claim of exemption under Rule 504 or 506 of Regulation or Section 4(5) of that statute. SEC rules further require the notice to be filed within 15 days after the first sale of securities in the offering (although some States have different requirements). For this purpose, the date of first sale is the date on which the first investor is irrevocably contractually committed to invest. If the due date falls on a Saturday, Sunday or holiday, it is moved to the next business day. The SEC does not charge any filing fee for a Form D notice or amendment. The Company shall be solely responsible for compliance with SEC Form D filing requirements.

2.1.2 Online Filing of Form D is Required by SEC. Companies must file their Form D notices and amendments with the SEC online, through the Internet, using the SEC's EDGAR (electronic gathering, analysis and retrieval) system. To file online using the EDGAR system, a company must have its own filer identification number (called a "Central Index Key" or "CIK" number) and a set of password-like "access codes." The Company must submit basic information about the filer to the SEC online at its Filer Management page and also submit a copy of a notarized paper document containing the same information on Form ID. The paper document is called an "authenticating document" which the Company prepares by printing out and completing a copy of Form ID and having that document notarized. Once the document is notarized, the Company is required to scan and attach it to its Form ID submission as a PDF file. Accordingly, the Company agrees, as a material term to this Agreement, to set up its Form D filing in accordance with the details set forth in this Section 2 above.

2.1.3 State Form D Notice Filing Requirements. Many states also require the filing of Form D notices and amendments, and most of them charge a filing fee. Most states allow for either electronic or paper Form D filing, with the majority of states accepting and a few states mandating the electronic filing of Form D. Electronic filing of the Form D can be made through the Electronic Filing Depository (EFD), which is programmed with each state's filing requirements. As an alternative to electronic filing, in those States that do not mandate electronic filing, a filer may be able to satisfy the state Form D filing requirement by submitting either a printout of the SEC online Form D filing (retrieved from the EDGAR Company Search page) or a completed paper version of Form D, along with the appropriate fee.

2.1.4 Party Obligated to Filing. The Company shall, as a material term to this Agreement, be solely responsible for compliance, as set forth in Sections 2.1.2. and 2.1.3, with the filing requirements of the securities laws of the United States and all applicable States of the United States, and with any and all applicable foreign jurisdictions in which offerings of the Company's securities are made.

2.1.5 Placement Agent Obligations. The Placement Agent shall advise the Company of those States of the U.S., and other jurisdictions, in which the Placement Agent intends to offer the Securities ("Intended States") in order that the Company's counsel, can ensure that the Offering has been qualified, or exempted, under the appropriate laws and regulations. In the event that the Company, or Company's counsel, identifies that an Intended State requires pre-sale qualification this will be communicated to Placement Agent. The company will notify the placement agent upon filing in each state that the offering has been qualified. It is the company's responsibility to assure that each subscription accepted is qualified according to the investor's residence.

2.2 Due Diligence. Current regulations in the securities industry require placement agents to conduct "due diligence" on any issuer that seeks to offer its securities to qualified accredited investors. In the event that Placement Agent is unable to complete "due diligence" either (1) because of lack of cooperation on the part of the Company (for instance, but not limited to, the Company not providing Placement Agent with information or documents requested by the Placement Agent) or (2) because the Placement Agent uncovers "red flags" about the Company that cause Placement Agent to be not satisfied that Placement Agent can in good faith recommend the Company's securities to investors, Placement Agent may terminate this Agreement (1) without further obligation on the part of Placement Agent to proceed with this Offering *and* (2) without any obligation on the part of the Placement Agent to reimburse to Company any monies advanced by Company to Placement Agent. In short, Placement Agent's obligations under this Agreement are expressly conditioned upon "due diligence" on the Company that is both complete in the opinion of and satisfactory to the Placement Agent. Placement Agent's right of termination under this Section 2.2 is not adversely affected in any way by the termination provisions in Section 8.1 and 8.2, below.

3. Representations and Warranties of the Company. The Company represents and warrants to the Placement Agent and the Subscribers as follows:

3.1 Disclosure in Offering Documents.

3.1.1 Disclosure of Contracts. The descriptions in the Offering Documents of all material contracts, agreements, instruments, indentures, mortgages, loans, leases, licenses, arrangements or undertakings of any nature, written or oral, of the Company which involve future payments, performance or services, development of products, or delivery of goods or materials to or by the Company of an aggregate amount or value in excess of \$250,000, or which otherwise are material to the business or prospects of the Company (collectively, "Contracts") are accurate in all material respects and present fairly the information required to be disclosed therein and there are no contracts or other documents required to be described in the Offering Documents which have not been so described. The Company has furnished the Placement Agent, when and if requested, with true, correct and complete copies (or where oral, written descriptions) of all Contracts, including all exhibits, schedules, amendments, supplements, modifications and waivers thereto. Except as otherwise stated in the Offering Documents, each of the Contracts is in full force and effect, the Company has performed in all material respects all of its obligations thereunder and is not in default thereunder, and no party to a Contract has made a claim to the effect that the Company has failed to perform any obligations thereunder. To the best knowledge of the Company, the Company has not received any written notification from any contracting party to a Contract to terminate, cancel or modify such Contract or to reduce or otherwise change its activity thereunder so as to adversely affect in any material respect the benefits derived or expected to be derived therefrom by the Company.

3.2 Changes after Dates in Offering Documents.

3.2.1 No Material Adverse Change. Except as otherwise stated in the Offering Documents, since the Balance Sheet Date, as hereinafter defined, (i) there has been no material adverse change in the condition, financial or otherwise, or in the results of operations, business or business prospects of the Company, including, but not limited to a material loss or interference with its business from fire, storm, explosion, flood or other casualty, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, whether or not arising in the ordinary course of business, (ii) the Company has not become a party to, and neither the business nor the property of the Company has become the subject of, any litigation which, if adversely determined, would have a material adverse effect on the business, properties, assets, condition (financial or otherwise) of the Company, whether or not in the ordinary course of business (a "Material Adverse Effect"), and (iii) there have been no transactions entered into by the Company, other than those in the ordinary course of business or reflected in the Offering Documents, which are material with respect to the condition, financial or otherwise, or to the results of operations, or business of the Company.

3.2.2 Recent Securities Transactions. Etc. Since the most recent Balance Sheet date, and except as otherwise specifically stated in the Offering Documents or on Schedule A (if any) hereto, the Company has not (i) issued any securities or incurred any liability or obligation, direct or contingent, for borrowed money; (ii) declared or paid any dividend or made any other distribution on or in respect to its capital stock; or (iii) issued any options, warrants or other rights to purchase the capital stock of the Company, or any security or other instrument which by its terms is convertible into, exercisable for or exchangeable for capital stock of the Company.

3.3 No Preemptive Rights; Options; Registration Rights. Except as set forth in the Offering Documents, there are no preemptive or other rights to subscribe for or purchase, or any restriction upon the voting or transfer of, any shares of Common Stock, or other securities of the Company.

3.4 Financial Statements. The financial statements (“Financials”) of the Company, including any notes thereto and supporting schedules, included or incorporated by reference in the Offering Documents, fairly present the financial position and results of operations of the Company at the dates thereof and for the periods covered thereby, subject, in the case of interim periods, to year-end adjustments and normal recurring accruals. The Company has no material liabilities or obligations, contingent, direct, indirect or otherwise except (i) as set forth in the balance sheet for the Balance Sheet Date included in the Financials or the footnotes thereto, (ii) those incurred in the ordinary course of business since the Balance Sheet Date, and (iii) otherwise as set forth in the Offering Documents. The Offering Documents also set forth all material outstanding amounts due to any employees, officers, directors or stockholders of the Company, or to any of their respective affiliates, including, but not limited to, accrued salaries, loans, etc.

3.5 Authorized Capital; Options; Etc. The Company had, at the date or dates indicated in the Offering Documents, such duly authorized, issued and outstanding capitalization as set forth in the Offering Documents.

3.6 Valid Issuance of Securities: Etc.

3.6.1 Outstanding Securities. All issued and outstanding securities of the Company have been duly authorized and validly issued and are fully paid and non-assessable; the holders thereof have no rights of rescission with respect thereto, and are not subject to personal liability by reason of being such holders; and none of such securities were issued in violation of the preemptive rights of any holders of any security of the Company or similar contractual rights granted by the Company. All outstanding options and warrants to purchase shares of capital stock constitute the valid and binding obligations of the Company, enforceable in accordance with their terms. The authorized capital stock and outstanding options and warrants conform to all statements relating thereto contained in the Offering Documents. The offers and sales of the outstanding capital stock, options and warrants to purchase shares of capital stock were at all relevant times either registered under the Act and the applicable state securities or Blue Sky laws or exempt from such registration requirements.

3.6.2 Common Shares & Warrants. The securities have been duly and validly authorized and, when issued and delivered in accordance with the terms of the Subscription Agreements, will be duly and validly issued, fully paid and non-assessable. The holders of the shares and warrants will not be subject to personal liability by reason of being such holders and will not be subject to the preemptive rights of any holders of any security of the Company or similar contractual rights granted by the Company. All corporate action required to be taken for the authorization, issuance and sale of the shares and warrants and the securities contained in the warrants has been duly and validly taken.

3.7 Registration Rights of Third Parties. Except as set forth in the Offering Documents or on Schedule B (if any) hereto, no holders of any securities of the Company or of any options or warrants of the Company exercisable for or convertible or exchangeable into securities of the Company have the right to require the Company to register any such securities of the Company under the Act or to include any such securities in a registration statement to be filed by the Company.

3.8 Due Authorization. The Company has full right, power and authority to enter into this Agreement and the Subscription Agreements, to issue the securities and to perform all of its obligations hereunder and thereunder and to consummate the transactions contemplated by the Offering Documents. This Agreement has been, and the Subscription Agreements, when executed and delivered, will have been, duly and validly authorized by all necessary corporate action and no further corporate action or approval is or will be required for their respective execution, delivery and performance. This Agreement constitutes and each Subscription Agreement (assuming the due authorization, execution and delivery by each subscriber) to be entered into by the Company with respect to the purchase and sale of the securities, will constitute, when executed and delivered by the Company, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms (except (i) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws now or hereafter in effect relating to or affecting creditors' rights generally, (ii) that the enforceability of the indemnification and contribution provisions of the respective agreements may be limited by the federal and state securities laws and public policy, and (iii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to the equitable defenses and to the discretion of the court before which any proceeding therefor may be brought).

3.9 No Conflicts. The Company's execution, delivery, and performance of this Agreement and the Subscription Agreements, the consummation by the Company of the transactions contemplated herein and therein and the compliance by the Company with the provisions of this Agreement and the Subscription Agreements have been duly authorized by all necessary corporate action and do not and will not, with or without the giving of notice or the lapse of time or both (i) result in a breach of, or conflict with any of the terms and provisions of, or constitute a default under, or result in the creation, modification, termination or imposition of any lien, charge or encumbrance upon any property or assets of the Company pursuant to the terms of any indenture, mortgage, deed of trust, note, loan or credit agreement or any other agreement or instrument evidencing an obligation for borrowed money, or any other agreement or instrument to which the Company is a party or by which the Company may be bound or to which any of the property or assets of the Company is subject; (ii) result in any violation of the provisions of the Certificate of Incorporation or the By-laws of the Company; (iii) to the best of the Company's knowledge, violate any existing applicable law, rule, regulation, judgment, order or decree of any governmental agency or court, domestic or foreign, having jurisdiction over the Company or any of its material properties or material businesses; or (iv) have any material adverse effect on any permit, license, certificate, registration, approval, consent, license or franchise necessary for the Company to own or lease and operate any of its properties or to conduct its business.

3.10 No Defaults. Except as described in the Offering Documents, no material default exists in the due performance and observance of any term, covenant or condition of any permit, license, contract, indenture, mortgage, deed of trust, note, loan or credit agreement, or any other agreement or instrument evidencing an obligation for borrowed money, or any other agreement or instrument to which the Company is a party or by which the Company may be bound or to which any of the properties or assets of the Company is subject the effect of which would have a Material Adverse Effect. Except as described in the Offering Documents, the Company is not in violation of any material term or provision of its Certificate of Incorporation or By-Laws or in material violation of any franchise, license, permit, applicable law, rule, regulation, judgment or decree of any governmental agency or court, domestic or foreign, having jurisdiction over the Company or any of its properties or business.

3.11 Corporate Power; Licenses; Consents.

3.11.1 Conduct of Business. To the best of its knowledge, the Company has all requisite corporate power and authority, and has all necessary authorizations, approvals, orders, licenses, certificates and permits of and from all governmental regulatory officials, agencies, authorities and bodies to own or lease its properties and conduct its business as described in the Offering Documents. The Company is and has been doing business in material compliance with all such authorizations, approvals, orders, licenses, certificates and permits and all federal, state and local laws, rules and regulations. The disclosures in the Offering Documents concerning the effects of federal, state and local regulation on the Company's business as currently conducted or contemplated to be conducted are correct in all material respects and do not omit to state a material fact.

3.11.2 Transactions Contemplated Herein; Consents. The Company has all corporate power and authority to enter into this Agreement, and the Subscription Agreements to carry out the provisions and conditions hereof and thereof, and all consents, authorizations, approvals and orders required in connection therewith have been obtained. Except as set forth in the Offering Documents, no consent, approval, authorization, order of, or filing with, any court, governmental agency, authority or other body is required to consummate the transactions contemplated by this Agreement and the Subscription Agreements, and the issuance of the securities, except that the offer and sale of the securities in certain jurisdictions may be subject to the provisions of the securities or Blue Sky laws of such jurisdictions.

3.12 Title to Property; Insurance. Except as set forth in the Offering Documents, the Company has good and marketable title to, or valid and enforceable leasehold estates in, all items of real and personal property (tangible and intangible) owned or leased by it, free and clear of all liens, encumbrances, claims, security interests, defects and restrictions of any material nature whatsoever. The Company has adequately insured its properties against loss or damage by fire or other casualty and maintains such insurance in adequate amounts that are adequate to protect its financial condition against the risks involved in the conduct of its businesses.

3.13 No Pending Actions. Except as set forth in the Offering Documents, there are no actions, suits, proceedings, claims, or hearings of any kind or nature existing or pending (or, to the best knowledge of the Company, threatened) or, to the best knowledge of the Company, any investigations or inquiries, before or by any court, or other governmental authority, tribunal or instrumentality (or, to the Company's best knowledge, any state of facts which would give rise thereto), pending or threatened against the Company, or involving the properties of the Company, which might result in any Material Adverse Effect or which might materially adversely affect the transactions or other acts contemplated by this Agreement or the validity or enforceability of this Agreement. Except as described in the Offering Documents, there are no outstanding orders, judgments or decrees of any court, governmental agency or other tribunal naming the Company and enjoining the Company from taking, or requiring the Company to take, any action, or to which the Company, its properties or business, is bound or subject.

3.14 Due Incorporation, Qualification and Good Standing. The Company has been duly incorporated, validly exists as a corporation and is in good standing under the laws of its state of incorporation. The Company is duly qualified and licensed and in good standing as a foreign corporation for the transaction of business and is in good standing in each jurisdiction in which the ownership or leasing of its properties or the conduct of its business requires such qualification or licensing, except where the failure to qualify would not have a Material Adverse Effect. The Company has all requisite corporate power and authority necessary to own or hold its properties and conduct its business as described in the Offering Documents.

3.15 Taxes. Except as set forth in the Offering Documents or as set forth on Schedule 3.15 hereto, the Company has filed all federal tax returns and all state and municipal and local tax returns (whether relating to income, sales, franchise, withholding, real or personal property or other types of taxes) required to be filed under the laws of the United States and applicable states, and has paid in full all taxes which have become due pursuant to such returns or claimed to be due by any taxing authority or otherwise due and owing; provided, however, that the Company has not paid any tax, assessment, charge, levy or license fee that it is contesting in good faith and by proper proceedings and adequate reserves for the accrual of same are maintained if required by generally accepted accounting principles. Each of the tax returns heretofore filed by the Company correctly and accurately reflects the amount of its tax liability thereunder. Except as set forth in the Offering Documents, the Company has withheld, collected and paid all levies, assessments, license fees and taxes to the extent required. As used herein, "tax" or "taxes" include all taxes, charges, fees, levies or other assessments imposed by any Federal, state, local, or foreign taxing authority, including, without limitation, income, premium, recapture, credit, excise, property, sales, use, occupation, service, service use, leasing, leasing use, value added, transfer, payroll, employment, license, stamp, franchise or similar taxes (including any interest earned thereon or penalties or additions attributable thereto). The term "returns" means all returns, declarations, reports, statements, and other documents required to be filed in respect of taxes.

3.16 Non-Circumvent. The Company hereby irrevocably agrees not to circumvent, avoid, bypass, or obviate, directly or indirectly, the intent of this Agreement through any transaction, transfer, pledge, agreement, recapitalization, loan, lease, assignment, or otherwise. The Company (including affiliates of such parties) agrees that it will not attempt, directly or indirectly, to contact parties introduced to the Company by the Placement Agent on matters described in this Agreement or contact or negotiate with any confidential source provided by Network 1, except through Network 1 or with the expressed written consent of Network 1 as to each such contact. The Company shall not contact, deal with, or otherwise become involved in any transaction with any corporation, partnership, individual, any banks, trust or lending institutions introduced by or through Network 1 without the permission of Network 1. Any violation of this provision shall be deemed an attempt to circumvent this provision, and the Company shall be liable for damages in favor of the circumvented party.

3.17 Transactions Affecting Disclosure to FINRA.

3.17.1 Finder's Fees. The Company is not obligated to pay a finder's fee to anyone in connection with the introduction of the Company to the Placement Agent, or the consummation of the Offering contemplated hereunder.

3.17.2 Use of Proceeds. None of the net proceeds of the Offering will be paid by the Company to any FINRA member or its affiliate or associates, except as specifically authorized herein.

3.18 Foreign Corrupt Practices Act

Neither the Company nor any of its subsidiaries has, nor any director, officer, agent, employee or other person acting on behalf of the Company or any subsidiary has in the course of his actions for or on behalf of the Company, used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee. Without limiting the generality of the foregoing, the Company and its subsidiaries have not directly or indirectly made or agreed to make (whether or not said payment is lawful) any payment to obtain, or with respect to, sales other than usual and regular compensation to its or their employees and sales representatives with respect to such sales.

3.19 Intangibles. The Company owns or possesses the requisite licenses or rights to use all material trademarks, service marks, service names, trade names, patents and patent applications, copyrights and other rights (collectively, "Intangibles") used by the Company in its business or relating to products sold by the Company, and all such Intangibles are stated in the Offering Documents. Any of the Company's Intangibles which have been registered in the United States Patent and Trademark Office have been fully maintained and are in full force and effect, except where the failure to do so would not result in a Material Adverse Effect. There is no claim or action by any person pertaining to, or proceeding pending or to the Company's knowledge, threatened and the Company has not received any notice of conflict with the asserted rights of others which challenges the exclusive right of the Company with respect to any Intangibles used in the conduct of the Company's business except as described in the Offering Documents or except where such challenge, even if successful, would not result in a Material Adverse Effect. To the best of Company's knowledge, the Intangibles and the Company's current products, services and processes do not infringe on any intangibles held by any third party. To the best of the Company's knowledge, no others have infringed upon the Intangibles of the Company.

3.19 Relations With Employees.

3.19.1 Employee Matters. The Company has generally enjoyed a satisfactory employer -employee relationship with its employees and is in compliance in all material respects with all federal, state and local laws and regulations respecting the employment of its employees and employment practices, terms and conditions of employment and wages and hours relating thereto. There are no pending investigations involving the Company by the U.S. Department of Labor, or any other governmental agency responsible for the enforcement of such federal, state or local laws and employment laws and regulations. There is no unfair labor practice charge or complaint against the Company pending before a Labor Relations Board or any strike, picketing, boycott, dispute, slowdown or stoppage pending or threatened against or involving the Company or any predecessor entity. No questions concerning representation exist respecting the employees of the Company and no collective bargaining agreement or modification thereof is currently being negotiated by the Company. No grievance or arbitration proceeding is pending under any expired or existing collective bargaining agreements of the Company, if any.

3.19.2 Employee Benefit Plans. Except as disclosed in the Offering Documents, the Company neither maintains, sponsors nor contributes to, nor is it required to contribute to, any program or arrangement that is an “employee pension benefit plan, an employee welfare benefit plan,” or a “multi-employer plan” as such terms are defined in Sections 3(2), 3(1) and 3(37), respectively, of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) (“ERISA Plans”). Other than as disclosed in the Offering Documents, the Company does not, and has at no time, maintained or contributed to a defined benefit plan, as defined in Section 3(35) of ERISA. Except as disclosed in the Offering Documents, there are no unfunded benefits under any ERISA Plan which is subject to the funding standards of ERISA. Other than claims for benefits in the ordinary course, there are no pending claims, litigation, arbitration or any other legal proceeding involving any ERISA Plan which may result in material liability on the part of the Company or any ERISA Plan under ERISA or any other law, nor, is there any reasonable basis for such a claim. The Company has no bonus, incentive or deferred compensation plans which constitute a continuing liability of the Company, except individual arrangements of the Company with employees relating to their employment. There are no employees of the Company who, in connection with their employment by the Company, are receiving any pension or retirement payments or are entitled to receive any unfunded pensions not covered by a pension plan to which the Company is a party.

3.20 Environmental Matters. The Company and each of its subsidiaries is in compliance in all material respects with all Environmental and Safety Requirements, and there are no proceedings pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries alleging any failure to so comply or involving any of its past operations or any real property currently used by the Company or any of its subsidiaries. Neither the Company nor any of its subsidiaries has received any written or oral notice or report with respect to it or its facilities regarding any (A) actual or alleged violation of environmental and safety requirements or (B) actual or potential liability arising under Environmental and Safety Requirements, including, without limitation, any investigatory, remedial or corrective obligation. Neither the Company nor any of its subsidiaries has expressly assumed or undertaken any liability of any other person under any Environmental and Safety Requirements. Neither the Company nor any of its subsidiaries has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled or released any substance, or owned or operated any real property in a manner that has given rise to liabilities pursuant to CERCLA, SWDA or any other Environmental and Safety Requirement, including any liability for response costs, corrective action costs, personal injury, property damage, natural resources damage or attorney fees, or any investigative, corrective or remedial obligations. “Environmental and Safety Requirements” means all laws, orders, contractual obligations and all common law concerning public health and safety, worker health and safety, and pollution or protection of the environment, including, without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation, including, but not limited to, the SWDA, the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq., the Emergency Planning and Community Right-to-Know Act, as amended, 42 U.S.C. §§ 11001 et seq., CERCLA, the Hazardous Materials Transportation Uniform Safety Act, as amended, 49 U.S.C. §§ 5101 et seq., the Occupational Safety and Health Act of 1970, as amended, and the rules and regulations promulgated thereunder. “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, and the rules and regulations promulgated thereunder. “SWDA” means the Solid Waste Disposal Act, as amended, and the rules and regulations promulgated thereunder.

3.21 No Regulatory Problems. The Company (i) has not filed a registration statement which is the subject of any pending proceeding or examination under Section 8 of the Securities Act, and is not and has not been the subject of any refusal order or stop order thereunder; (ii) is not subject to any pending proceeding under Rule 258 of the Securities Act or any similar rule adopted under Section 3(b) of the Securities Act, or to an order entered thereunder; (iii) has not been convicted of any felony or misdemeanor in connection with the purchase or sale of any security or involving the making of any false filing with the Commission; (iv) is not subject to any order, judgment, or decree of any court of competent jurisdiction temporarily or preliminarily restraining or enjoining, or any order, judgment, or decree of any court of competent jurisdiction permanently restraining or enjoining, the Company from engaging in or continuing any conduct or practice in connection with the purchase or sale of any security or involving the making of any false filing with the Commission; and (v) is not subject to a United States Postal Service false representation order entered under Section 3005 of Title 39, United States Code; or a temporary restraining order or preliminary injunction entered under Section 3007 of Title 39, United States Code, with respect to conduct alleged to have violated Section 3005 of Title 39, United States Code. To the Company's knowledge, none of the Company's directors, officers, or beneficial owners of five (5%) percent or more of any class of its equity securities (i) has been convicted of any felony or misdemeanor in connection with the purchase or sale of any security, involving the making of a false filing with the Commission, or arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, or investment advisor; (ii) is subject to any order, judgment, or decree of any court of competent jurisdiction temporarily or preliminarily enjoining or restraining, or is subject to any order, judgment, or decree of any court of competent jurisdiction, permanently enjoining or restraining such person from engaging in or continuing any conduct or practice in connection with the purchase or sale of any security, or involving the making of a false filing with the Commission, or arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, or investment adviser; (iii) is subject to an order of the Commission entered pursuant to Section 15(b), 15B(a) or 15B(c) of the Exchange Act, or is subject to an order of the Commission entered pursuant to Section 203(e) or (f) of the Investment Advisers Act of 1940; (iv) is suspended or expelled from membership in, or suspended or barred from association with a member of, an exchange registered as a national securities exchange pursuant to Section 6 of the Exchange Act, an association registered as a national securities association under Section 15A of the Exchange Act, or a Canadian securities exchange or association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade; or (v) is subject to a United States Postal Service false representation order entered under Section 3005 of Title 39, United States Code, or is subject to a restraining order or preliminary injunction entered under Section 3007 of Title 39, United States Code, with respect to conduct alleged to have violated Section 3005 of Title 39, United States Code.

3.22 Stock Collateral. None of the Company's obligations to any third party are secured by any of the Company's outstanding securities other than the Security Agreement as it relates to this offering.

3.23 Reaffirmation. All of the representations, warranties and covenants of the Company set forth in this Agreement or in any letter or certificate furnished to Placement Agent pursuant hereto, each of which is incorporated herein by reference and made a part hereof, shall be true in all material respects upon the execution of this Agreement.

4. Representations and Warranties of the Placement Agent. The Placement Agent represents and warrants as follows:

4.1 Due Incorporation. The Placement Agent is duly incorporated and validly existing and in good standing under the laws of its state of incorporation and is duly qualified as a foreign corporation for the transaction of business and is in good standing in each jurisdiction where the failure to be so qualified would have a materially adverse effect on the business of the Placement Agent.

4.2 Broker/Dealer Registration. The Placement Agent is registered as a broker-dealer under Section 15 of the Exchange Act.

4.3 Good Standing with FINRA. The Placement Agent is a member in good standing of the FINRA and no proceedings are pending or to the Placement Agent's knowledge, threatened, to revoke or limit such status.

4.4 Sale in Certain Jurisdictions. Sales of Shares by the Placement Agent will be made only in such jurisdictions in which (i) the Placement Agent is a registered broker-dealer or where an applicable exemption from such registration exists and (ii) the Offering and sale of the securities is registered under, or is exempt from, applicable registration requirements.

4.5 Compliance with Laws. Offers and sales of Shares by the Placement Agent will be made in compliance with the provisions of Rule 506 of Regulation D and/or Section 4(2) of the Act, and the Placement Agent will furnish to each investor a copy of the Offering Documents prior to accepting any payments for Shares.

4.5.1 Sale to Accredited Investors, No General Solicitation.

The Placement Agent understands that the securities have not been registered under the Securities Act or any Blue Sky law of any state and may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and such Blue Sky laws. The Placement Agent agrees that it will not solicit offers for, or offer or sell, the securities by any form of general solicitation or general advertising within the meaning of Section 4(2) of the Securities Act, and Rule 506 thereunder. The Placement Agent further agrees to not offer or sell or arrange for the offer or sale of the securities except (i) to those the Placement Agent reasonably believes are "accredited investors" (as defined in Rule 501 of Regulation D), or (ii) in any other manner that does not require registration of the securities under the Securities Act.

4.6 Due Authorization.

The Placement Agent has all requisite power and authority to execute, deliver and perform its obligations under this Agreement between the Company and the Placement Agent, and this Agreement will be duly authorized and validly executed and delivered by the Placement Agent and constitutes a legal, valid and binding agreement of the Placement Agent enforceable against the Placement Agent in accordance with its terms.

5. Closing.

At or prior to each closing, and as a condition of the Placement Agent's obligations hereunder, the following shall have been satisfied: (i) the Company shall have delivered to the Placement Agent at the closing (a) a certificate of the Company, signed by two executive officers thereof, stating the representations and warranties contained herein are true and correct as of the date of such closing as if, and to the same effect, the warranties and representations were made on such date; (b) Subscription Agreements signed by the Company; (c) Consents of any party required to consummate this Offering and the transactions contemplated thereby; and (d) such other closing documents as shall be reasonably requested by the Placement Agent and/or its counsel.

5.1 Placement Agent's Fees and Expenses.

5.1.1 Advisory Fee. A non-refundable cash fee (the "Advisory Fee") equal to fifty thousand (\$50,000) payable at the time of signing this engagement letter.

5.1.2 Cash Fee. The Company shall pay to Network 1 a cash fee, or as to an underwritten Offering an underwriter discount, equal to nine percent (9.0%) of the aggregate gross proceeds raised in each Offering.

5.1.3 Warrants Fee. As additional compensation with respect to any **consummated Financing**, the Company shall issue to Network 1 or its designees at the closing, warrants with an exercise period of five years (the “*Network 1 Warrants*”) to purchase that number of shares of common stock of the Company (“*Shares*”) which equates to 3% of the aggregate amount raised whether directly or via convertible securities, options or warrants (in the case of convertible securities, options, and warrants, the number of shares of common stock into which such convertible securities are convertible or for which such warrants are exercisable in the Financing). If the Securities in the Financing include warrants, the Network 1 Warrants shall have the same terms, including exercise price and registration rights (but including exercise period only if longer than 5 years), as warrants issued in the Financing, except as provided below. However, if the Securities in the Financing do not include warrants, then the Network 1 Warrants shall have an exercise price equal to 110% of the closing price of the day of closing the placement. The Network 1 Warrants shall, at a minimum, (i) have an exercise period of five years (or longer if any warrants issued in the Financing have an exercise period that is longer), (ii) enable cashless exercise via application of Share appreciation (and in a merger, sale, asset sale or other change of control transaction, through and including the value evidenced by such transaction) to the funding of the exercise price, and (iii) shall contain registration rights and anti-dilution protection for the Shares underlying the Network 1 Warrants at least equivalent to those granted with respect to any Securities placed in the Financing (but at least piggyback rights if no registration rights have been so granted in the Financing). If the rules of the Financial Industry Regulatory Authority, Inc. become applicable (as for example, in the case of an (IPO), the Network 1 Warrants shall also be subject to such rules.

5.1.4 Fee Tail. In the event that at any time for 1 year after the termination period or closing of the transaction the Company or any of its affiliates shall enter into any transaction with any party introduced to the Company by the Placement Agent, directly or indirectly, during such period, the Placement Agent will be paid a transaction fee, payable at the closing thereof, equal to a percentage of the consideration or value the Company agrees to pay to the Placement Agent in the aforementioned Clause 5.1 Placement Agent Fees and Expenses. This payment would occur even in situations where the consummation of the transaction at issue culminated *not directly from the Placement Agent’s initial introduction but indirectly from a chain of introductions*

5.2 Right of First Refusal.

If the Company's Board of Directors authorizes the Company to pursue a financing or merger/acquisition opportunity involving the sale of all or substantially all of the Company's assets during the period after the Memorandum has been distributed by the Placement Agent, the Placement Agent shall have the right of first refusal to act as the Company's investment banker or financial advisor in connection with any such financing or merger/acquisition, rendering such services as are customary in connection therewith in consideration for a fee which is considered customary for such services.

For the 1 year period commencing on the date of the Closing, Placement Agent shall have the right of first refusal (on terms at least as favorable as can be obtained from other sources) to act as lead manager, co-manager, placement agent, or investment banker with respect to any proposed underwritten public distribution or private placement of the Company's securities or manager, co-manager, placement agent, investment banker, or other person performing such functions for a fee. Placement Agent will advise the Company promptly, but in no event later than fifteen (15) days following the submission to Placement Agent writing of any such proposed transaction(s), of Placement Agent’s election to exercise said right. If any such proposal is not accepted by Placement Agent but later modified, the Company will re-submit such proposal to Placement Agent. Should Placement Agent elect, at any time not to exercise said right this will not affect preferential rights for future financings.

6. Covenants. The Company covenants and agrees that:

6.1 Expenses of Offering and Other Expenses. The Company shall be responsible for, and shall pay, all fees, disbursements and expenses incurred in connection with the Offering, including, but not limited to, the Company's legal and accounting fees and disbursements, the costs of preparing, printing, mailing and delivering, and filing, where necessary, the Offering Documents and all amendments and supplements thereto (in such quantities as the Placement Agent may reasonably require), the costs of any "due diligence" meeting held by the Company as requested by the Placement Agent, the fees and disbursements of the Placement Agent counsel.

6.2 Further Assurances. The Company will take such actions as may be reasonably required or desirable to carry out the provisions of this Agreement and the transaction contemplated hereby.

7. Indemnification and Contribution.

7.1 Indemnification by the Company. The Company agrees to indemnify and hold harmless the Placement Agent and each person, if any, who controls the Placement Agent within the meaning of the Securities Act and/or the Exchange Act against any losses, claims, damages or liabilities, joint or several, to which the Placement Agent or such controlling person may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained (A) in the Offering Documents, or (B) in any blue sky application or other document executed by the Company specifically for blue sky purposes or based upon any other written information furnished by the Company or on its behalf to any state or other jurisdiction in order to qualify any or all of the securities under the securities laws thereof (any such application, document or information being hereinafter called a "Blue Sky Application"), (ii) any breach by the Company of any of its representations, warranties or covenants contained herein or in any of the Subscription Agreements, or (iii) the omission or alleged omission by the Company to state in the Offering Documents or in any Blue Sky Application a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and will reimburse the Placement Agent and each such controlling person for any legal or other expenses reasonably incurred by the Placement Agent or such controlling person in connection with investigating or defending any such loss, claim, damage, liability or action, whether arising out of an action between the Placement Agent and a third party; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon (i) an untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with written information regarding the Placement Agent which is furnished to the Company by the Placement Agent specifically for inclusion in the Offering Documents or any such Blue Sky Application or (ii) any breach by the Placement Agent of the representations, warranties or covenants contained herein (together, (i) and (ii) above are referred to as the "Non- indemnity Events").

7.2 Indemnification by the Placement Agent. The Placement Agent agrees to indemnify and hold harmless the Company and each person, if any, who controls the Company within the meaning of the Securities Act and/or the Exchange Act against any losses, claims, damages or liabilities, joint or several, to which the Company or such controlling person may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any Non-Indemnity Event; and will reimburse the Company and each such controlling person for any legal or other expenses reasonably incurred by the Company or such controlling person in connection with investigating or defending any such loss, claim, damage, liability or action provided that such loss, claim, damage or liability is found ultimately to arise out of or be based upon any Non- Indemnity Event.

7.3 Procedure. Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 7, notify in writing the indemnifying party of the commencement thereof; and the omission so to notify the indemnifying party will relieve the indemnifying party from any liability under this Section 7 as to the particular item for which indemnification is then being sought, but not from any other liability which it may have to any indemnified party. In case any such action is brought against any indemnified party, and it notifies an indemnifying party of the commencement thereof, the with any other indemnifying party, similarly notified, to assume the defense thereof, with counsel who shall be to the reasonable satisfaction of such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section 7 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof. Any such indemnifying party shall not be liable to any such indemnified party on account of any settlement of any claim or action effected without the consent of such indemnifying party.

7.3.1 Notice. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

**If to Network 1 Financial
Securities:**

**The Galleria
2 Bridge Avenue
2 Bridge Avenue, Suite 241
Red Bank, New Jersey 07701
Attention: Damon Testaverde
Fax: 732-758-6671**

**If to Bear Village Asset
Holding LLC:**

Bear Village Asset Holdings LLC
233 Hendrix Ave. SW
Atlanta, GA 30316

Or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by confirmation slip.

7.4 Contribution. If the indemnification provided for in this Section 7 is unavailable to any indemnified party (other than as a result of the failure to notify the indemnifying party as provided in Section 7.3 hereof) in respect to any losses, claims, damages, liabilities or expenses referred to therein, then the indemnifying party, in lieu of indemnifying such indemnified party, will contribute to the amount paid or payable by such indemnified party, as a result of such losses, claims, damages, liabilities or expenses (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand, and the Placement Agent, on the other hand, from the Offering, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above, but also the relative fault of the Company, on the one hand, and of the Placement Agent, on the other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Placement Agent, on the other hand, shall be deemed to be in the same proportion as the total proceeds from the Offering (net of sales commissions, but before deducting other expenses) received by the Company bear to the commissions received by the Placement Agent. The relative fault of the Company, on the one hand, and the Placement Agent, on the other hand, will be determined with reference to, among other things, whether the untrue or alleged untrue statement of a material fact of the omission to state a material fact relates to information supplied by the Company, on the one hand, and the Placement Agent, on the other hand, and their relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

7.5 Equitable Considerations. The Company and the Placement Agent agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation or by any method of allocation which does not take into account the equitable consideration referred to in the immediately preceding paragraph. No person guilty of fraudulent misrepresentation (within the meaning of Section 11 (f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

7.6 Attorneys' Fees. The amount payable by a party under this Section 7 as a result of the losses, claims, damages, liabilities or expenses referred to above will be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim (including, without limitation, fees and disbursements of counsel incurred by an indemnified party in any action or proceeding between the indemnifying party and indemnified party or between the indemnified party and any third party or otherwise).

8. Termination

8.1 Prior to Completion of Offering Documents and Commencement of Offering. Prior to the completion of the Offering Documents and the commencement of the Offering, either party may terminate this Agreement by giving written notice to the other party.

8.2 Following Completion of Offering Documents and Commencement of Offering. Following the completion of the Offering Documents and the commencement of the Offering, each of the Company and the Placement Agent will have the right to terminate this Agreement by giving written notice as herein specified, at any time, at or prior to the Initial Closing:

(a) if the other party shall have failed, refused, or been unable to perform any of its obligations hereunder, or breached any of its representations or warranties hereunder; or

(b) if, in the Placement Agent's or the Company's reasonable opinion, there has occurred an event materially affecting the value of the securities.

The parties agree that this payment [the aforementioned 8.3(a) and 8.3(b)] constitute liquidated damages and

- (1) Is Placement Agent's exclusive monetary remedy for actual loss of compensation opportunity in connection with this Offering; and,
- (2) Is in full and final settlement of any Claim that Private Placement may have for Losses caused by the Company's termination of this Agreement *on grounds other than* that Placement Agent has failed, refused, or been unable to perform any of its obligations or that Placement Agent has breached any of its representations or warranties under this Agreement; and,
- (3) That this Liquidated Damages Clause shall not limit the exercise by Company of its rights to terminate the Agreement for material breach.

9. Competing Claims. The Company acknowledges and agrees that the Placement Agent will not proceed to perform hereunder until it receives assurances, in form and substance satisfactory to the Placement Agent and their counsel, that as of the first date that the Offering Documents are presented to potential purchasers of the securities, there will be no claims or payments for services in the nature of a finder's fee with respect to the Offering or any other arrangements, agreements, payments, issuances or understandings that may affect the Placement Agent's compensation hereunder other than any claims that may be made by the Placement Agent's own personnel. The Placement Agent shall compensate any of its personnel who may have acted in such capacities, as it shall determine.

10. Miscellaneous.

(a) Governing Law. This Agreement will be deemed to have been made and delivered in the State of New York and will be governed as to validity, interpretation, construction, effect and in all other respects by the internal law of the State of New York, without regard to principles of conflicts of law. The Company (i) agrees that any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the Supreme Court of New York, or in the United States District Court for the Southern District of New York, (ii) waives any objection to the venue of any such suit, action or proceeding, and the right to assert that such forum is an inconvenient forum, and (iii) irrevocably consents to the jurisdiction of the Supreme Court of New York, and the United States District Court for the Southern District of New York in any such suit, action or proceeding. The Company further agrees to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in the Supreme Court of New York or the United States District Court for the Southern District of New York and agrees that service of process upon it mailed by certified mail to its address shall be deemed in every respect effective service of process upon it in any such suit, action or proceeding.

(b) Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(c) Parties. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign this Agreement or its obligations hereunder without the prior written consent of the other party. This Agreement is intended to be, and is, for the sole and exclusive benefit of the parties hereto and the persons described in Section 7 hereof and their respective successors and assigns, and for the benefit of no other person, and no other person will have any legal or equitable right, remedy or claim under, or in respect of this Agreement.

(d) Amendment and/or Modification. Neither this Agreement, nor any term or provision hereof, may not be changed, waived, discharged, amended, modified or terminated orally, or in any manner other than by an instrument in writing signed by each of the parties hereto.

(e) Validity. In case any term of this Agreement will be held invalid, illegal or unenforceable, in whole or in part, the validity of any of the other terms of this Agreement will not in any way be affected thereby.

(f) Waiver of Breach. The failure of any party hereto to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any option or right herein conferred in any one or more instances, will not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements, and the same will be and remain in full force and effect.

(g) Further Assurances. Each party to this Agreement will perform any and all acts and execute any and all documents as may be necessary and proper under the circumstances in order to accomplish the intents and purposes of this Agreement and to carry out its provisions.

11. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and thereof, respectively, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied in this Agreement. Any and all prior discussions, negotiations, commitments and understanding relating to the subject matter of these agreements are superseded by them.

If *Bear Village Asset Holding LLC* finds the foregoing is in accordance with its understanding with *Network 1 Financial Securities, Inc.*, kindly sign and return to Network 1 Financial Securities, Inc. a counterpart hereof, whereupon this instrument along with all counterparts will become a binding agreement between *Bear Village Asset Holding LLC* and *Network 1 Financial Securities, Inc.*

NETWORK 1 FINANCIAL SECURITIES, INC.

By: _____
Edward Cabrera
Managing Director

By: _____
Damon Testaverde
Managing Director

AGREED TO BY *Bear Village Asset Holding LLC* ; this the ____ day of July, 2020.

Bear Village Asset Holding LLC.

By: _____
Rick H Hayens
President

**ATTACHMENT 1
AUTHORIZATION OF PAYMENT**

I, Rick H Haynes, on behalf of Bear Village Asset Holding LLC, authorize the lender/investor to pay Network 1 Financial Securities directly from escrow, at closing, for any funding as instructed in clause 5.1.2 of this engagement letter dated July 10, 2020. This authorization is to remain in full force and in effect unless written authorization by Network 1 Financial Securities is provided to the lender/investor to revoke this agreement. Please wire the funds to the wire instruction provided below.

AGREED TO BY Bear Village Asset Holding LLC; this the day of July 2020.

Bear Village Asset Holding LLC

By: _____
Rick H Haynes
President

Network 1 Financial Securities, Inc.

Bank: Investors Bank – Short Hills, NJ A
BA #: xxxxxxx
Account: Network 1 Financial Securities, Inc.
Account #: xxxxxxx

THIS NOTE AND THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR ANY APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

THIS PROMISSORY NOTE IS MADE BY THE COMPANY IN FAVOR OF THE HOLDER, UNDER WHICH \$20,000 IN PRINCIPAL WAS PROMISED BY THE COMPANY TO THE HOLDER ON AUGUST 29, 2020 SAID INDEBTEDNESS BEING DUE AND PAYABLE NO LATER THAN DECEMBER 29, 2020. THE INDEBTEDNESS IS FOR USE IN THE ACQUISITION AND DEVELOPMENT OF CERTAIN REAL ESTATE TRANSACTIONS BY THE COMPANY AND THE REGISTRATION OF THE COMPANY IN THE PUBLIC MARKETS.

BEAR VILLAGE, INC.

CONVERTIBLE PROMISSORY NOTE

Date: August 29, 2020
("Effective Date")

Amount: \$20,000
("Principal")

FOR VALUE RECEIVED, Bear Village, Inc. (the "Company") with an address of 4003 Highway 78, Suite 530, Box 296, Snellville, GA 30039 (the "Maker") promises to pay to the order of Bear Village, Inc. (the "Holder" and together as the "Parties") with an address of 4003 Highway 78, Suite 530, Box 296, Snellville, GA 30039 the principal amount (the "Principal") of Twenty Thousand Dollars (\$20,000 U.S.), plus any and all accrued and unpaid interest thereon (the "Interest") as provided herein by Maturity (as hereinafter defined).

The following is a statement of the rights of Holder and the conditions to which this Convertible Promissory Note ("Note") is subject, and to which Holder, by the acceptance of this Note, agrees:

1. DEMAND LOAN/INTEREST.

The Holder is owed the Principal, by the Company, for funds received in the total sum of Twenty Thousand Dollars (\$20,000 U.S.), and has elected to take this Note as guarantee of payment. Interest will accrue on this Note at the rate of Ten percent (10%) per annum and will be payable at Maturity or upon conversion (as hereinafter defined), whichever is earlier. Interest due will be computed from the date of issuance of the Note until repayment or conversion of the Note has occurred. The Note will be paid by Company, and shall be paid in full by December 29, 2020.

2. MATURITY

All Principal and all accrued and unpaid Interest shall be due and payable on or before December 29, 2020 ("Maturity").

3. CONVERSION.

The Holder is entitled, upon default of payment and at any time after the Maturity Date and in whole or in part, to convert the outstanding principal amount of this Note, or any portion of the principal amount hereof, and any accrued Interest, into shares of common stock of the Company. Any amount so converted will be converted into common stock at a rate of \$0.20 per share if before any public offering or, if after a public offering a conversion price of 50% discount to market bid of the lowest bid of the previous ten day's average closing bid price, immediately prior to the delivery of the Conversion Notice (the "Conversion Price"). Such shares of common stock to be issued from such Conversion shall be referred to herein as the "Conversion Shares".

4. MECHANICS AND EFFECT OF CONVERSION.

(i) Notwithstanding anything to the contrary set forth herein, upon Conversion of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to The Company unless the entire unpaid principal and interest of this Note is so converted. Rather, a record showing the amount of this Note converted (or otherwise repaid) and the date of such conversion or repayment shall be maintained on a ledger, a copy of which shall be delivered to The Company with each Conversion Notice. It is specifically contemplated that The Company or the Company's counsel shall act as the calculation agent for conversions and repayments. In the event of any dispute or discrepancies, such records maintained by The Company shall be controlling and determinative in the absence of manifest error.

(ii) The Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of common stock or other securities or property on conversion of this Note in a name other than that of the Holder (or its street address), and The Company shall not be required to issue or deliver any such shares or other securities or property unless and until the person or persons (other than the Holder or the custodian in whose street name such shares are to be held for the Holder's account) requesting the issuance thereof, shall have paid to The Company the amount of any such tax or shall have established to the satisfaction of The Company that such tax has been paid.

(iii) Upon receipt by The Company of a Conversion Notice, the Holder shall be deemed to be the holder of record of the common stock issuable upon such Conversion, the outstanding principal amount, the amount of accrued and unpaid interest, on this Note shall be reduced to reflect such Conversion, and, unless The Company defaults in its obligations under this Section 6, all rights with respect to the portion of this Note being so converted shall forthwith terminate except the right to receive the Conversion Shares or other securities, cash or other assets, as herein provided, on such Conversion. If the Holder shall have given a Conversion Notice as provided herein, The Company's obligation to issue and deliver the certificates for the Conversion Shares shall be absolute and unconditional, irrespective of the absence of any action by the Holder to enforce the same, any waiver or consent with respect to any provision thereof, the recovery of any judgment against any person or any action by the Holder to enforce the same, any failure or delay in the enforcement of any other obligation of The Company to the Holder of record, or any setoff, counterclaim, recoupment, limitation, or termination, or any breach or alleged breach by the Holder of any obligation to The Company, and irrespective of any other alleged breach by the Holder of any obligation to The Company, and irrespective of any other circumstance which might otherwise limit such obligation of The Company to the Holder in connection with such Conversion.

(iv) The Conversion Shares are to be issued by The Company's transfer agent via express courier to the Holder within fifteen (15) business days from The Company's receipt of the Conversion Notice (the "Delivery Date"). Upon receipt of the Conversion Notice, The Company will immediately issue an instruction letter with all supporting documentation, as required by law, to facilitate the issuance of the Conversion Shares by the Delivery Date. The Holder will bear all costs related to the issuance of the Conversion Shares, including all costs of obtaining an attorney's opinion letter regarding the Conversion, and the overnight delivery of the Conversion Shares.

(v) All Conversion Shares to be issued are to be fully-paid, non-assessable, and lawfully issued by The Company. The Conversion Shares are to be freely transferrable on the books and records of The Company as and to the extent provided in this Note and applicable law.

(c) **CONVERSION LIMITATION.** The Holder may not convert any outstanding amounts due under this Note if at the time of such conversion the amount of common stock issued for the conversion would cause the Holder to own more than nine and nine-tenths percent (9.9%) of The Company's outstanding common stock.

(d) **CONVERSION PRICE ADJUSTMENTS.** In the event The Company should at any time after the date hereof do either of the following: (i) fix a record date for the effectuation of a split or subdivision of the outstanding common stock of The Company, or (ii) grant the holders of The Company's common stock a dividend or other distribution payable in additional shares of common stock without the payment of any consideration by such holder for the additional shares of common stock ("Stock Adjustment"), then, as of the record date (or the date of such Stock Adjustments if no record date is fixed), the conversion price of this Note shall be appropriately adjusted so that the number of shares of common stock issuable upon conversion of this Note shall be adjusted in proportion to such change in the number of outstanding shares in order to insure such Stock Adjustment does not decrease the conversion value of this Note.

5. RESERVATION OF SECURITIES. The Company shall not be required to hold reserve shares for the purpose of the conversion of this note but shall diligently work to increase the authorized shares of stock should a conversion event happen.

6. PREPAYMENT. The Company may, at its option, at any time and from time to time, prepay all or any part of the principal balance of this Note, without penalty or premium, provided that concurrently with each such prepayment The Company shall pay accrued interest on the principal, if any, so prepaid to the date of such prepayment.

7. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "EVENT OF DEFAULT" under this Note:

(a) FAILURE TO PAY. The Company shall fail to pay (i) when due any Principal payment on the due date hereunder or (ii) any Interest required under the terms of this Note on the date due and such payment shall not have been made within five (5) days of The Company's receipt of Holder's written notice to The Company of such failure to pay; or

(b) VOLUNTARY BANKRUPTCY OR INSOLVENCY PROCEEDINGS. The Company shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) be unable, or admit in writing its inability, to pay its debts generally as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated in full or in part, (v) become insolvent (as such term may be defined or interpreted under any applicable statute), (vi) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vii) take any action for the purpose of effecting any of the foregoing;

(c) INVOLUNTARY BANKRUPTCY OR INSOLVENCY PROCEEDINGS. Proceedings for the appointment of a receiver, trustee, liquidator or custodian of The Company or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to The Company or the debts thereof under any bankruptcy, insolvency or other similar law or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within ninety (90) days of commencement.

8. RIGHTS OF HOLDER UPON DEFAULT. Upon the occurrence or existence of any Event of Default and at any time thereafter during the continuance of such Event of Default, Holder may declare all outstanding obligations payable by The Company hereunder to be immediately due and payable by written notice to The Company thereof, and such default is not remedied within thirty (30) days after receipt of such written notice. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, Holder may exercise any other right, power or remedy granted to it or otherwise permitted to it by law, either by suit in equity or by action at law, or both.

9. SUCCESSORS AND ASSIGNS. Neither party hereto may sell, transfer or otherwise dispose of the Securities except in accordance with the terms and conditions of this Note, and the prior written approval of the other party hereto. The rights and obligations of The Company and Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

10. WAIVER AND AMENDMENT. Any provision of this Note may be amended, waived or modified upon the written consent of The Company and Holder.

11. NOTICES. Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) upon receipt if personally delivered, (ii) three (3) days after being mailed by registered or certified mail, postage prepaid, or (iii) one day after being sent by recognized overnight courier or by facsimile, if to

12. GOVERNING LAW. This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the conflicts of law provisions of any other state. Venue shall solely lie in the courts of Atlanta, Georgia.

IN WITNESS WHEREOF, The Company has caused this Note to be issued as of the Effective Date.

The Company - Bear Village, Inc.

By: /s/ Eric R. Collins
Eric R. Collins, CEO

AGREED TO, AND ACCEPTED BY, NOTE HOLDER AS OF THE EFFECTIVE DATE:

3 September 2020.

By: /s/ Donnary Fontenot, Jr.
(Signature)

Printed Name: Donnary Fontenot, Jr.
Printed Title: Owner

THIS NOTE AND THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR ANY APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

THIS PROMISSORY NOTE IS MADE BY THE COMPANY IN FAVOR OF THE HOLDER, UNDER WHICH \$65,000 IN PRINCIPAL WAS PROMISED BY THE COMPANY TO THE HOLDER ON SEPTEMBER 15, 2020 SAID INDEBTEDNESS BEING DUE AND PAYABLE NO LATER THAN FEBRUARY 28, 2021. THE INDEBTEDNESS IS FOR USE IN THE ACQUISITION AND DEVELOPMENT OF CERTAIN REAL ESTATE TRANSACTIONS BY THE COMPANY AND THE REGISTRATION OF THE COMPANY IN THE PUBLIC MARKETS.

BEAR VILLAGE, INC.

CONVERTIBLE PROMISSORY NOTE

Date: July 17, 2020
("Effective Date")

Amount: \$46,000
("Principal")

FOR VALUE RECEIVED, Bear Village, Inc. (the "Company") with an address of 4003 Highway 78, Suite 530, Box 296, Snellville, GA 30039 (the "Maker") promises to pay to the order of Bear Village, Inc. (the "Holder" and together as the "Parties") with an address of 4003 Highway 78, Suite 530, Box 296, Snellville, GA 30039 the principal amount (the "Principal") of Forty Six Thousand Dollars (\$46,000 U.S.), plus any and all accrued and unpaid interest thereon (the "Interest") as provided herein by Maturity (as hereinafter defined).

The following is a statement of the rights of Holder and the conditions to which this Convertible Promissory Note ("Note") is subject, and to which Holder, by the acceptance of this Note, agrees:

1. DEMAND LOAN/INTEREST.

The Holder is owed the Principal, by the Company, for funds received in the total sum of Forty Six Thousand Dollars (\$46,000 U.S.), and has elected to take this Note as guarantee of payment. Interest will accrue on this Note at the rate of Ten percent (10%) per annum and will be payable at Maturity or upon conversion (as hereinafter defined), whichever is earlier. Interest due will be computed from the date of issuance of the Note until repayment or conversion of the Note has occurred. The Note will be paid by Company, and shall be paid in full on or before February 28, 2021.

2. MATURITY

All Principal and all accrued and unpaid Interest shall be due and payable on or before February 28, 2021 ("Maturity").

3. CONVERSION.

The Holder is entitled, upon default of payment and at any time after the Maturity Date and in whole or in part, to convert the outstanding principal amount of this Note, or any portion of the principal amount hereof, and any accrued Interest, into shares of Series B Preferred Stock of the Company. Any amount so converted will be converted into common stock at a rate of \$0.20 per share if before any public offering or, if after a public offering a conversion price of 50% discount to market bid of the lowest bid of the previous ten day's average closing bid price, immediately prior to the delivery of the Conversion Notice (the "Conversion Price"). Such shares of common stock to be issued from such Conversion shall be referred to herein as the "Conversion Shares".

4. MECHANICS AND EFFECT OF CONVERSION.

(i) Notwithstanding anything to the contrary set forth herein, upon Conversion of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to The Company unless the entire unpaid principal and interest of this Note is so converted. Rather, a record showing the amount of this Note converted (or otherwise repaid) and the date of such conversion or repayment shall be maintained on a ledger, a copy of which shall be delivered to The Company with each Conversion Notice. It is specifically contemplated that The Company or the Company's counsel shall act as the calculation agent for conversions and repayments. In the event of any dispute or discrepancies, such records maintained by The Company shall be controlling and determinative in the absence of manifest error.

(ii) The Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of common stock or other securities or property on conversion of this Note in a name other than that of the Holder (or its street address), and The Company shall not be required to issue or deliver any such shares or other securities or property unless and until the person or persons (other than the Holder or the custodian in whose street name such shares are to be held for the Holder's account) requesting the issuance thereof, shall have paid to The Company the amount of any such tax or shall have established to the satisfaction of The Company that such tax has been paid.

(iii) Upon receipt by The Company of a Conversion Notice, the Holder shall be deemed to be the holder of record of the common stock issuable upon such Conversion, the outstanding principal amount, the amount of accrued and unpaid interest, on this Note shall be reduced to reflect such Conversion, and, unless The Company defaults in its obligations under this Section 6, all rights with respect to the portion of this Note being so converted shall forthwith terminate except the right to receive the Conversion Shares or other securities, cash or other assets, as herein provided, on such Conversion. If the Holder shall have given a Conversion Notice as provided herein, The Company's obligation to issue and deliver the certificates for the Conversion Shares shall be absolute and unconditional, irrespective of the absence of any action by the Holder to enforce the same, any waiver or consent with respect to any provision thereof, the recovery of any judgment against any person or any action by the Holder to enforce the same, any failure or delay in the enforcement of any other obligation of The Company to the Holder of record, or any setoff, counterclaim, recoupment, limitation, or termination, or any breach or alleged breach by the Holder of any obligation to The Company, and irrespective of any other alleged breach by the Holder of any obligation to The Company, and irrespective of any other circumstance which might otherwise limit such obligation of The Company to the Holder in connection with such Conversion.

(iv) The Conversion Shares are to be issued by The Company's transfer agent via express courier to the Holder within fifteen (15) business days from The Company's receipt of the Conversion Notice (the "Delivery Date"). Upon receipt of the Conversion Notice, The Company will immediately issue an instruction letter with all supporting documentation, as required by law, to facilitate the issuance of the Conversion Shares by the Delivery Date. The Holder will bear all costs related to the issuance of the Conversion Shares, including all costs of obtaining an attorney's opinion letter regarding the Conversion, and the overnight delivery of the Conversion Shares.

(v) All Conversion Shares to be issued are to be fully-paid, non-assessable, and lawfully issued by The Company. The Conversion Shares are to be freely transferrable on the books and records of The Company as and to the extent provided in this Note and applicable law.

(c) **CONVERSION LIMITATION.** The Holder may not convert any outstanding amounts due under this Note if at the time of such conversion the amount of common stock issued for the conversion would cause the Holder to own more than nine and nine-tenths percent (9.9%) of The Company's outstanding common stock.

(d) **CONVERSION PRICE ADJUSTMENTS.** In the event The Company should at any time after the date hereof do either of the following: (i) fix a record date for the effectuation of a split or subdivision of the outstanding common stock of The Company, or (ii) grant the holders of The Company's common stock a dividend or other distribution payable in additional shares of common stock without the payment of any consideration by such holder for the additional shares of common stock ("Stock Adjustment"), then, as of the record date (or the date of such Stock Adjustments if no record date is fixed), the conversion price of this Note shall be appropriately adjusted so that the number of shares of common stock issuable upon conversion of this Note shall be adjusted in proportion to such change in the number of outstanding shares in order to insure such Stock Adjustment does not decrease the conversion value of this Note.

5. RESERVATION OF SECURITIES. The Company shall not be required to hold reserve shares for the purpose of the conversion of this note but shall diligently work to increase the authorized shares of stock should a conversion event happen.

6. PREPAYMENT. The Company may, at its option, at any time and from time to time, prepay all or any part of the principal balance of this Note, without penalty or premium, provided that concurrently with each such prepayment The Company shall pay accrued interest on the principal, if any, so prepaid to the date of such prepayment.

7. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "EVENT OF DEFAULT" under this Note:

(a) FAILURE TO PAY. The Company shall fail to pay (i) when due any Principal payment on the due date hereunder or (ii) any Interest required under the terms of this Note on the date due and such payment shall not have been made within five (5) days of The Company's receipt of Holder's written notice to The Company of such failure to pay; or

(b) VOLUNTARY BANKRUPTCY OR INSOLVENCY PROCEEDINGS. The Company shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) be unable, or admit in writing its inability, to pay its debts generally as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated in full or in part, (v) become insolvent (as such term may be defined or interpreted under any applicable statute), (vi) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vii) take any action for the purpose of effecting any of the foregoing;

(c) INVOLUNTARY BANKRUPTCY OR INSOLVENCY PROCEEDINGS. Proceedings for the appointment of a receiver, trustee, liquidator or custodian of The Company or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to The Company or the debts thereof under any bankruptcy, insolvency or other similar law or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within ninety (90) days of commencement.

8. RIGHTS OF HOLDER UPON DEFAULT. Upon the occurrence or existence of any Event of Default and at any time thereafter during the continuance of such Event of Default, Holder may declare all outstanding obligations payable by The Company hereunder to be immediately due and payable by written notice to The Company thereof, and such default is not remedied within thirty (30) days after receipt of such written notice. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, Holder may exercise any other right, power or remedy granted to it or otherwise permitted to it by law, either by suit in equity or by action at law, or both.

9. SUCCESSORS AND ASSIGNS. Neither party hereto may sell, transfer or otherwise dispose of the Securities except in accordance with the terms and conditions of this Note, and the prior written approval of the other party hereto. The rights and obligations of The Company and Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

10. WAIVER AND AMENDMENT. Any provision of this Note may be amended, waived or modified upon the written consent of The Company and Holder.

11. NOTICES. Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) upon receipt if personally delivered, (ii) three (3) days after being mailed by registered or certified mail, postage prepaid, or (iii) one day after being sent by recognized overnight courier or by facsimile, if to Holder, at such other address or number as Holder shall have furnished to The Company in writing, or if to The Company, at 5208 W. Saginaw Hwy #80224, Lansing, MI 48917 or such other address as The Company shall have furnished to Holder in writing.

12. GOVERNING LAW. This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the conflicts of law provisions of any other state. Venue shall solely lie in the courts of Atlanta, Georgia.

IN WITNESS WHEREOF, The Company has caused this Note to be issued as of the Effective Date.

The Company - Bear Village, Inc.

By: /s/ Eric R. Collins
Eric R. Collins, CEO

AGREED TO, AND ACCEPTED BY, NOTE HOLDER AS OF THE EFFECTIVE DATE:

July 17, 2020.

By: /s/ Matthew White
(Signature)

Printed Name: Matthew White
Printed Title: _____

THIS NOTE AND THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR ANY APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

THIS PROMISSORY NOTE IS MADE BY THE COMPANY IN FAVOR OF THE HOLDER, UNDER WHICH \$15,000 IN PRINCIPAL WAS PROMISED BY THE COMPANY TO THE HOLDER ON SEPTEMBER 15, 2020 SAID INDEBTEDNESS BEING DUE AND PAYABLE NO LATER THAN FEBRUARY 28, 2021. THE INDEBTEDNESS IS FOR USE IN THE ACQUISITION AND DEVELOPMENT OF CERTAIN REAL ESTATE TRANSACTIONS BY THE COMPANY AND THE REGISTRATION OF THE COMPANY IN THE PUBLIC MARKETS.

BEAR VILLAGE, INC.

CONVERTIBLE PROMISSORY NOTE

Date: July 17, 2020
("Effective Date")

Amount: \$14,100
("Principal")

FOR VALUE RECEIVED, Bear Village, Inc. (the "Company") with an address of 4003 Highway 78, Suite 530, Box 296, Snellville, GA 30039 (the "Maker") promises to pay to the order of Bear Village, Inc. (the "Holder" and together as the "Parties") with an address of 4003 Highway 78, Suite 530, Box 296, Snellville, GA 30039 the principal amount (the "Principal") of Fourteen Thousand One Hundred Dollars (\$14,100 U.S.), plus any and all accrued and unpaid interest thereon (the "Interest") as provided herein by Maturity (as hereinafter defined).

The following is a statement of the rights of Holder and the conditions to which this Convertible Promissory Note ("Note") is subject, and to which Holder, by the acceptance of this Note, agrees:

1. DEMAND LOAN/INTEREST.

The Holder is owed the Principal, by the Company, for funds received in the total sum of Fourteen Thousand One Hundred Dollars (\$14,100 U.S.), and has elected to take this Note as guarantee of payment. Interest will accrue on this Note at the rate of Ten percent (10%) per annum and will be payable at Maturity or upon conversion (as hereinafter defined), whichever is earlier. Interest due will be computed from the date of issuance of the Note until repayment or conversion of the Note has occurred. The Note will be paid by Company, and shall be paid in full on or before February 28, 2021.

2. MATURITY

All Principal and all accrued and unpaid Interest shall be due and payable on or before February 28, 2021 ("Maturity").

3. CONVERSION.

The Holder is entitled, upon default of payment and at any time after the Maturity Date and in whole or in part, to convert the outstanding principal amount of this Note, or any portion of the principal amount hereof, and any accrued Interest, into shares of Series B Preferred Stock of the Company. Any amount so converted will be converted into common stock at a rate of \$0.20 per share if before any public offering or, if after a public offering a conversion price of 50% discount to market bid of the lowest bid of the previous ten day's average closing bid price, immediately prior to the delivery of the Conversion Notice (the "Conversion Price"). Such shares of common stock to be issued from such Conversion shall be referred to herein as the "Conversion Shares".

4. MECHANICS AND EFFECT OF CONVERSION.

(i) Notwithstanding anything to the contrary set forth herein, upon Conversion of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to The Company unless the entire unpaid principal and interest of this Note is so converted. Rather, a record showing the amount of this Note converted (or otherwise repaid) and the date of such conversion or repayment shall be maintained on a ledger, a copy of which shall be delivered to The Company with each Conversion Notice. It is specifically contemplated that The Company or the Company's counsel shall act as the calculation agent for conversions and repayments. In the event of any dispute or discrepancies, such records maintained by The Company shall be controlling and determinative in the absence of manifest error.

(ii) The Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of common stock or other securities or property on conversion of this Note in a name other than that of the Holder (or its street address), and The Company shall not be required to issue or deliver any such shares or other securities or property unless and until the person or persons (other than the Holder or the custodian in whose street name such shares are to be held for the Holder's account) requesting the issuance thereof, shall have paid to The Company the amount of any such tax or shall have established to the satisfaction of The Company that such tax has been paid.

(iii) Upon receipt by The Company of a Conversion Notice, the Holder shall be deemed to be the holder of record of the common stock issuable upon such Conversion, the outstanding principal amount, the amount of accrued and unpaid interest, on this Note shall be reduced to reflect such Conversion, and, unless The Company defaults in its obligations under this Section 6, all rights with respect to the portion of this Note being so converted shall forthwith terminate except the right to receive the Conversion Shares or other securities, cash or other assets, as herein provided, on such Conversion. If the Holder shall have given a Conversion Notice as provided herein, The Company's obligation to issue and deliver the certificates for the Conversion Shares shall be absolute and unconditional, irrespective of the absence of any action by the Holder to enforce the same, any waiver or consent with respect to any provision thereof, the recovery of any judgment against any person or any action by the Holder to enforce the same, any failure or delay in the enforcement of any other obligation of The Company to the Holder of record, or any setoff, counterclaim, recoupment, limitation, or termination, or any breach or alleged breach by the Holder of any obligation to The Company, and irrespective of any other alleged breach by the Holder of any obligation to The Company, and irrespective of any other circumstance which might otherwise limit such obligation of The Company to the Holder in connection with such Conversion.

(iv) The Conversion Shares are to be issued by The Company's transfer agent via express courier to the Holder within fifteen (15) business days from The Company's receipt of the Conversion Notice (the "Delivery Date"). Upon receipt of the Conversion Notice, The Company will immediately issue an instruction letter with all supporting documentation, as required by law, to facilitate the issuance of the Conversion Shares by the Delivery Date. The Holder will bear all costs related to the issuance of the Conversion Shares, including all costs of obtaining an attorney's opinion letter regarding the Conversion, and the overnight delivery of the Conversion Shares.

(v) All Conversion Shares to be issued are to be fully-paid, non-assessable, and lawfully issued by The Company. The Conversion Shares are to be freely transferrable on the books and records of The Company as and to the extent provided in this Note and applicable law.

(c) CONVERSION LIMITATION. The Holder may not convert any outstanding amounts due under this Note if at the time of such conversion the amount of common stock issued for the conversion would cause the Holder to own more than nine and nine-tenths percent (9.9%) of The Company's outstanding common stock.

(d) CONVERSION PRICE ADJUSTMENTS. In the event The Company should at any time after the date hereof do either of the following: (i) fix a record date for the effectuation of a split or subdivision of the outstanding common stock of The Company, or (ii) grant the holders of The Company's common stock a dividend or other distribution payable in additional shares of common stock without the payment of any consideration by such holder for the additional shares of common stock ("Stock Adjustment"), then, as of the record date (or the date of such Stock Adjustments if no record date is fixed), the conversion price of this Note shall be appropriately adjusted so that the number of shares of common stock issuable upon conversion of this Note shall be adjusted in proportion to such change in the number of outstanding shares in order to insure such Stock Adjustment does not decrease the conversion value of this Note.

5. RESERVATION OF SECURITIES. The Company shall not be required to hold reserve shares for the purpose of the conversion of this note but shall diligently work to increase the authorized shares of stock should a conversion event happen.

6. PREPAYMENT. The Company may, at its option, at any time and from time to time, prepay all or any part of the principal balance of this Note, without penalty or premium, provided that concurrently with each such prepayment The Company shall pay accrued interest on the principal, if any, so prepaid to the date of such prepayment.

7. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "EVENT OF DEFAULT" under this Note:

(a) FAILURE TO PAY. The Company shall fail to pay (i) when due any Principal payment on the due date hereunder or (ii) any Interest required under the terms of this Note on the date due and such payment shall not have been made within five (5) days of The Company's receipt of Holder's written notice to The Company of such failure to pay; or

(b) VOLUNTARY BANKRUPTCY OR INSOLVENCY PROCEEDINGS. The Company shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) be unable, or admit in writing its inability, to pay its debts generally as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated in full or in part, (v) become insolvent (as such term may be defined or interpreted under any applicable statute), (vi) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vii) take any action for the purpose of effecting any of the foregoing;

(c) INVOLUNTARY BANKRUPTCY OR INSOLVENCY PROCEEDINGS. Proceedings for the appointment of a receiver, trustee, liquidator or custodian of The Company or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to The Company or the debts thereof under any bankruptcy, insolvency or other similar law or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within ninety (90) days of commencement.

8. RIGHTS OF HOLDER UPON DEFAULT. Upon the occurrence or existence of any Event of Default and at any time thereafter during the continuance of such Event of Default, Holder may declare all outstanding obligations payable by The Company hereunder to be immediately due and payable by written notice to The Company thereof, and such default is not remedied within thirty (30) days after receipt of such written notice. In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, Holder may exercise any other right, power or remedy granted to it or otherwise permitted to it by law, either by suit in equity or by action at law, or both.

9. SUCCESSORS AND ASSIGNS. Neither party hereto may sell, transfer or otherwise dispose of the Securities except in accordance with the terms and conditions of this Note, and the prior written approval of the other party hereto. The rights and obligations of The Company and Holder of this Note shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

10. WAIVER AND AMENDMENT. Any provision of this Note may be amended, waived or modified upon the written consent of The Company and Holder.

11. NOTICES. Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) upon receipt if personally delivered, (ii) three (3) days after being mailed by registered or certified mail, postage prepaid, or (iii) one day after being sent by recognized overnight courier or by facsimile, if to Holder, at such other address or number as Holder shall have furnished to The Company in writing, or if to The Company, at 5208 W. Saginaw Hwy #80224, Lansing, MI 48917 or such other address as The Company shall have furnished to Holder in writing.

12. GOVERNING LAW. This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the conflicts of law provisions of any other state. Venue shall solely lie in the courts of Atlanta, Georgia.

IN WITNESS WHEREOF, The Company has caused this Note to be issued as of the Effective Date.

The Company - Bear Village, Inc.

By: /s/ Eric R. Collins
Eric R. Collins, CEO

AGREED TO, AND ACCEPTED BY, NOTE HOLDER AS OF THE EFFECTIVE DATE:

By: /s/ Nia R. Williams
(Signature)

Printed Name: Nia R. Williams
Printed Title: _____

Certificate of Designation

Preferred Stock Class:

Series A

BEAR VILLAGE, INCORPORATED

BEAR VILLAGE, INC., a corporation organized and existing under the General Corporation Law of the State of Wyoming, (the “Company”).

DOES HEREBY CERTIFY:

That, the Shareholders of the Company (the “Shareholders”), as required by the Wyoming Revised Statutes, and in accordance with the provisions of its Certificate of Incorporation and Bylaws, each as amended and restated through the date hereof, has and hereby authorizes a series of the Company’s previously authorized 50,000,000 shares of preferred stock, par value \$0.001 per share (the “Preferred Stock”), and hereby states the designation and number of shares, and fixes the relative rights, preferences, privileges, powers and restrictions thereof, as follows:

I. DESIGNATION AND AMOUNT

The designation of this series consists of one hundred thousand (100,000) shares of Preferred Stock and is the Series A Preferred Stock (the “Series A Preferred Stock”).

II. CERTAIN DEFINITIONS

For purposes of this Certificate of Designation, in addition to the other terms defined herein, the following terms shall have the following meanings:

- a. “Common Stock” means the common stock of the Company, par value \$0.001 per share, together with any securities into which the common stock may be reclassified.
- b. “Corporation” means the collective reference to the Company and its successors in interest.
- c. “Holder” shall mean the holder or owner of shares or his/her designee or assigns.
- d. “Securities Exchange” means any one of the New York Stock Exchange, NYSE, AMEX, NASDAQ, OTC Bulletin Board, OTM Markets or any other securities exchange or recognized quotation service in the United States where the Corporation’s Common Stock may be traded.
- e. “Series A Preferred Stock” shall mean the ten thousand (10,000) shares of Series A Preferred Stock authorized for issuance pursuant to the Certificate of Designation.
- f. “Trading Day” shall mean any day on which the Common Stock is traded for any period on the Securities Exchange or other securities market on which the Common Stock is then being traded.

III. DIVIDENDS

The Holder of Series A Preferred Stock will not be entitled to receive dividends of any kind, including but not limited to dividends paid on Common Stock.

IV. CONVERSION

The Holder of the Series A Preferred Stock shall have the right, from time to time, to convert shares of the Series A Preferred Stock at the conversion ratio of two hundred fifty (250) shares of Common Stock for each single (1) share of Series A Preferred Stock. Shares of Series A Preferred Stock are anti-dilutive to reverse splits, and therefore in the case of a reverse split, are convertible to the number of Common Shares after the reverse split as would have been equal to the ratio herein prior to the reverse split. The conversion rate of the Series A Preferred Stock would increase proportionately in the case of forward splits, and may not be diluted by a reverse split following a forward split.

V. LIQUIDATION PREFERENCE

The Series A Preferred Stock shall have liquidation rights with respect to liquidation preference upon the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary equal to the number of shares of Common Stock as if all Series A Preferred Shares remaining issued and outstanding were converted to Common Stock.

VI. VOTING RIGHTS

- a. If at least one share of Series A Preferred Stock is issued and outstanding, then the total aggregate issued shares of Series A Preferred Stock at any given time, regardless of their number, shall have voting rights equal to three (3) times the sum of:
 - i. The total number of shares of Common Stock which are issued and outstanding at the time of voting, plus,
 - ii. the total number of votes granted to any preferred stock series which are issued and outstanding at the time of voting.
- b. Each individual share of Series A Preferred Stock shall have the voting rights equal to three times the sum of all shares of Common Stock issued and outstanding at the time of voting plus the cumulative voting rights of all preferred stock series issued and outstanding at the time of voting divided by the number of shares of Series A Preferred Stock issued and outstanding at the time of voting.

VII. REGISTRATION RIGHTS

- a. **The shares of Common Stock issuable upon conversion of this Series B Preferred Stock shall have certain registration rights, as described below ("Piggyback Registration Rights").**
- b. **The Company is obligated to register the Shares of Common Stock in any subsequent registration statement filed by the Company with the Securities and Exchange Commission, so that holders of such Common Stock shall be entitled to sell the same simultaneously with and upon the terms and conditions as the securities sold for the account of the Company are being sold pursuant to any such registration statement, subject to a 180 day hold-back for any such offering undertaken pursuant to such registration statement, if so required by an underwriter.**

VIII. MISCELLANEOUS

- a. Lost or Stolen Certificates. Upon receipt by the Corporation of (i) evidence of the loss, theft, destruction or mutilation of any Series A Preferred Stock Certificate(s) and (ii) in the case of loss, theft or destruction, indemnity (without and bond or other security) reasonably satisfactory to the Corporation, or in the case of mutilation, the Series A Preferred Stock Certificate(s) (surrendered for cancellation), the Corporation shall execute and deliver new Series A Stock Certificate(s) of like tenor and date. However, the Corporation shall not be obligated to reissue such lost, stolen, destroyed or mutilated Series A Preferred Stock Certificate(s) if the Holder contemporaneously requests the Corporation to convert such Series A Preferred Stock.
- b. Waiver. Notwithstanding any provision in this Certificate of Designation to the contrary, any provision contained herein and any right of the Holder of Series A Preferred Stock granted hereunder may be waived as to all shares of Series A Preferred Stock (and the Holder thereof) upon the written consent of the Holder.
- c. Notices. Any notices required or permitted to be given under the terms hereof shall be sent by certified or registered mail (return receipt requested) or delivered personally, by nationally recognized overnight carrier or by confirmed facsimile transmission or by confirmed email transmission, and shall be effective five days after being placed in the mail, if mailed, or upon receipt or refusal of receipt, if delivered personally or by nationally recognized overnight carrier or confirmed facsimile or email transmission, in each case addressed to party.

Certificate of Designation

Preferred Stock Class:

Series B

BEAR VILLAGE, INCORPORATED

Bear Village, Inc., a corporation organized and existing under the General Corporation Law of the State of Wyoming, (the "Company").

DOES HEREBY CERTIFY:

That, the Shareholders of the Company (the "Shareholders"), as required by the Wyoming Revised Statutes, and in accordance with the provisions of its Certificate of Incorporation and Bylaws, each as amended and restated through the date hereof, has and hereby authorizes a series of the Company's previously authorized 50,000,000 shares of preferred stock, par value \$0.001 per share (the "Preferred Stock"), and hereby states the designation and number of shares, and fixes the relative rights, preferences, privileges, powers and restrictions thereof, as follows:

I. DESIGNATION AND AMOUNT

The designation of this series consists of five million (5,000,000) shares of Preferred Stock and is the Series B Preferred Stock (the "Series B Preferred Stock").

II. CERTAIN DEFINITIONS

For purposes of this Certificate of Designation, in addition to the other terms defined herein, the following terms shall have the following meanings:

- a. "Common Stock" means the common stock of the Company, par value \$0.001 per share, together with any securities into which the common stock may be reclassified.
- b. "Corporation" means the collective reference to the Company and its successors in interest.
- c. "Holder" shall mean the holder or owner of shares or his/her designee or assigns.
- d. "Securities Exchange" means any one of the New York Stock Exchange, NYSE, AMEX, NASDAQ, OTC Bulletin Board, OTM Markets or any other securities exchange or recognized quotation service in the United States where the Corporation's Common Stock may be traded.
- e. "Series B Preferred Stock" shall mean the fifty thousand (50,000) shares of Series B Preferred Stock authorized for issuance pursuant to the Certificate of Designation.
- f. "Trading Day" shall mean any day on which the Common Stock is traded for any period on the Securities Exchange or other securities market on which the Common Stock is then being traded.

III. DIVIDENDS

The Holder of Series B Preferred Stock will not be entitled to receive dividends of any kind, including but not limited to and dividends paid on Common Stock.

IV. CONVERSION

The Holder of the Series B Preferred Stock shall have the right, from time to time, to convert shares of the Series B Preferred Stock at the conversion ratio of one (1) share of Common Stock for each single (1) share of Series B Preferred Stock. Shares of Series B Preferred Stock are anti-dilutive to reverse splits, and therefore in the case of a reverse split, are convertible to the number of Common Shares after the reverse split as would have been equal to the ratio herein prior to the reverse split. The conversion rate of the Series B Preferred Stock would increase proportionately in the case of forward splits, and may not be diluted by a reverse split following a forward split.

V. LIQUIDATION PREFERENCE

The Series B Preferred Stock shall have liquidation rights with respect to liquidation preference upon the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary equal to the number of shares of Common Stock as if all Series B Preferred Shares remaining issued and outstanding were converted to Common Stock.

VI. VOTING RIGHTS

- a. Series B Preferred Stock shall have the voting rights equal to one vote per Series B Preferred Stock held.

VII. REGISTRATION RIGHTS

- a. **The shares of Common Stock issuable upon conversion of this Series B Preferred Stock shall have certain registration rights, as described below ("Piggyback Registration Rights").**
- b. **The Company is obligated to register the Shares of Common Stock in any subsequent registration statement filed by the Company with the Securities and Exchange Commission, so that holders of such Common Stock shall be entitled to sell the same simultaneously with and upon the terms and conditions as the securities sold for the account of the Company are being sold pursuant to any such registration statement, subject to a 180 day hold-back for any such offering undertaken pursuant to such registration statement, if so required by an underwriter.**

VIII. MISCELLANEOUS

- a. **Lost or Stolen Certificates.** Upon receipt by the Corporation of (i) evidence of the loss, theft, destruction or mutilation of any Series A Preferred Stock Certificate(s) and (ii) in the case of loss, theft or destruction, indemnity (without and bond or other security) reasonably satisfactory to the Corporation, or in the case of mutilation, the Series B Preferred Stock Certificate(s) (surrendered for cancellation), the Corporation shall execute and deliver new Series B Stock Certificate(s) of like tenor and date. However, the Corporation shall not be obligated to reissue such lost, stolen, destroyed or mutilated Series B Preferred Stock Certificate(s) if the Holder contemporaneously requests the Corporation to convert such Series B Preferred Stock.

- b. Waiver. Notwithstanding any provision in this Certificate of Designation to the contrary, any provision contained herein and any right of the Holder of Series B Preferred Stock granted hereunder may be waived as to all shares of Series B Preferred Stock (and the Holder thereof) upon the written consent of the Holder.
- c. Notices. Any notices required or permitted to be given under the terms hereof shall be sent by certified or registered mail (return receipt requested) or delivered personally, by nationally recognized overnight carrier or by confirmed facsimile transmission or by confirmed email transmission, and shall be effective five days after being placed in the mail, if mailed, or upon receipt or refusal of receipt, if delivered personally or by nationally recognized overnight carrier or confirmed facsimile or email transmission, in each case addressed to party.

**WRITTEN CONSENT OF THE STOCKHOLDERS AND DIRECTORS OF
BEAR VILLAGE, INCORPORATED
IN LIEU OF ORGANIZATIONAL MEETING**

The undersigned, constituting all of the Stockholders and Directors of Bear Village, Inc. a Wyoming corporation (the "Corporation"), deem it in the best interests of the Corporation to adopt Bylaws, elect officers and to take other action relative to the organization of the Corporation. Accordingly, such persons hereby adopt the following resolutions by written consent in lieu of a meeting:

RESOLVED, that the actions taken by the Incorporator, Donald R. Keer in causing the Certificate of Incorporation of the Corporation to be filed with the Secretary of the State of Wyoming are ratified, confirmed, and approved, and the Secretary is instructed to insert a copy of the Certificate of Incorporation in the minutes book; and further,

RESOLVED, that the Bylaws of the Corporation be adopted as the Bylaws of the Corporation, and the Secretary is instructed to cause the same to be inserted in the minute book; and further,

RESOLVED, that the founding shareholders accept the appointment of Registered Agents Inc. located at 30 N Gould St Ste R, Sheridan, WY 82801 USA as the corporate registered agent for Wyoming; and further,

RESOLVED, that the founding shareholders accept the resignation of Donald R. Keer as the sole director and incorporator effective immediately upon approval of these Organizational Meeting Minutes; and further,

RESOLVED, that the Corporation shall create 100,000 Shares of Series A Preferred Stock in accordance with the attached Certificate of Designation; and further,

RESOLVED, that the Corporation shall create 5,000,000 Shares of Series B Preferred Stock in accordance with the attached Certificate of Designation; and further,

RESOLVED, that Series A Preferred Stock shall be issued to the founding shareholders in the name and amounts as follows:

Eric Collins	25,000 Series A Preferred
Ricardo Haynes	15,000 Series A Preferred
Lance Lehr	5,000 Series A Preferred
Tori White	48,000 Series A Preferred
Donald Keer	7,000 Series A Preferred

and further;

RESOLVED, that the number of Directors of the Corporation be fixed at five (5); and further,

RESOLVED, that the annual meetings of Stockholders and Directors of the Corporation shall be held on the fifteenth (15th), or the first business day thereafter, of the month of March of each year, beginning with the year 2021; and further,

RESOLVED, that the fiscal year of the Corporation shall begin on March 1 and end September 30; and further,

RESOLVED, that the President and Secretary are hereby authorized and directed to a stock certificate representing the shares of the common stock of the Corporation to the named persons previously in these meeting minutes; and further,

RESOLVED, that the following persons are elected to the Board of Directors to serve until their respective successors are chosen and qualify:

Chairman – Eric Collins
Director – Ricardo Haynes
Director – Lance Lehr
Director – Matthew D. White
Director – Donald R. Keer

and further,

RESOLVED, that the following persons are elected to the offices set forth opposite their respective names, to serve until their respective successors are chosen and qualify:

CEO – Eric Collins
President – Ricardo Haynes
Treasurer – Matthew D. White
Secretary – Donald R. Keer

and further,

RESOLVED, that the officers of the Corporation shall engage a suitable banking institution with two separate accounts, one for the acceptance of investment funds and one designated as the operating account and depository of the funds of the Corporation, and that the Corporation and the Corporate Resolution attached as hereto is hereby approved and adopted and by this reference made a part; and further,

RESOLVED, that the officers of the Corporation shall engage a certified CPA accountant to establish accounting procedures and methods for proper reporting of the Corporation's operating financials.

RESOLVED, that the Corporation shall qualify to do business in any state, territory, dependency, or country wherein qualification is deemed advisable or necessary, and that the proper officers or the Corporation are hereby authorized to perform the following acts:

1. Appoint and substitute all necessary agents or attorneys for service of process;
2. Designate and change the location of any necessary statutory office;
3. Make and file, under the corporate seal, all necessary instruments as may be required by the laws of such state, territory, dependency, or country to authorize the Corporation to transact business therein;

4. Incur and pay all such fees, taxes, and other expenses as shall be necessary or expedient for the Corporation to cease doing business therein and withdraw therefrom;
5. Revoke any appointment or agent or attorney for service of process; and
6. File such certificates, reports, revocation of appointment or surrender of authority of the Corporation to do business in any such state, territory, dependency, or country;

and further,

RESOLVED, that the officers of the Corporation are hereby authorized and directed to do or cause to be done and all acts or things as they or any of them may deem necessary or advisable to complete the organization of the Corporation and to commence the carrying on of its business, including, but not limited to, the execution of all papers or documents incidental, and the payment of all expenses, including legal fees, organizational fees and incorporation costs.

RESOLVED, that the Shareholders approve of the sale of 5,000,000 Shares of Series B Preferred Shares to investors in accordance with the terms of the attached Private Placement Memorandum.

RESOLVED, that the Shareholders approve the initiation and a filing of an initial public offering using Form 1A in accordance with the exemption provided by Regulation A of the Securities Act of 1933, 251 to 263 issued under 15.U.S.C. 77C, 77S.

IN WITNESS WHEREOF, the undersigned, constituting all of the Stockholders and Directors of the Corporation has executed this Written Consent in lieu of an organizational meeting as of July 21, 2020.

Ricardo Haynes – 15,000 Series A Preferred

Eric Collins – 25,000 Series A Preferred

Lance Lehr – 5,000 Series A Preferred

Tori White – 48,000 Series A Preferred

Donald Keer – 7,000 Series A Preferred