

WANNADO, INC.

SERIES A-1 PREFERRED STOCK SUBSCRIPTION AGREEMENT

THIS SERIES A-1 PREFERRED STOCK SUBSCRIPTION AGREEMENT (this "**Agreement**") is made as of _____, by and between Wannado, Inc., a Tennessee corporation (the "**Company**"), and _____ ("**Purchaser**").

RECITALS

The Company has authorized the sale and issuance of up to an aggregate of 75,000 shares of Series A-1 Preferred Stock, with attached Warrants for the sale of Shares of Common Stock of the Company (the "**Series A-1 Preferred**");

Purchaser desires to purchase shares of Series A-1 Preferred on the terms set forth in this Agreement;

The Company desires to issue and sell such shares of Series A-1 Preferred to Purchaser in accordance with the terms hereof; and

This Agreement is entered into as part of a series of similar agreements (collectively with this Agreement, the "**Subscription Agreements**") pursuant to which the Company will sell and issue the Series A-1 Preferred to the persons listed on the signature pages of each such Subscription Agreement (collectively with Purchaser, the "**Series A-1 Investors**").

AGREEMENT

In consideration of the recitals, mutual promises, representations, warranties, and covenants set forth, the parties agree as follows:

1. Purchase and Sale; Closing.

(a) Subject to the terms and conditions hereof, Purchaser hereby agrees to purchase from the Company and the Company hereby agrees to issue and sell to Purchaser _____ shares of Series A-1 Preferred with attached Warrants (the "**Shares**") at a purchase price of \$10.00 per share for total consideration of \$_____ (the "**Purchase Price**").

(b) The issuance of shares of Series A-1 Preferred to the Series A-1 Investors shall occur upon payment of the Purchase Price by Purchaser and acceptance of Purchaser's Subscription Agreement by the Company. Within a reasonable time following the Closing Date, the Company shall deliver to Purchaser a certificate registered in Purchaser's name representing the Shares.

(c) Company agrees, upon the terms set forth herein, to issue to Purchaser at closing "**Warrants**" for the Purchase of _____ shares of the "**Common Stock**" of the Company, in the form attached hereto as **Exhibit A**, with all the rights and obligations appertaining thereto that are set forth in the Second Amended and Restated Charter of Wannado, Inc. (the "**Charter**") and this Agreement.

(d) Purchaser hereby acknowledges that the Shares of series A-1 Preferred being offered herein are subject to the preexisting preemptive rights of certain shareholders of the Company. The Company represents that such preexisting shareholders were given Notice of all their preemptive rights pursuant to the terms of their prior Subscription Agreements with the Company and the Charter, were given 15 days in which to declare their participation in this offering, and have declined to exercise those rights with respect to the shares that are the subject of this Agreement.

2. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to the Company as follows:

(a) Purchaser has all necessary power and authority to execute and deliver this Agreement and to carry out its provisions. All action on Purchaser's part required for the lawful execution and delivery of this Agreement has been taken. Upon its execution and delivery, this Agreement will be a valid and binding obligation of Purchaser, enforceable in accordance with its 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) Purchaser is aware that neither the Shares nor any shares of Common Stock that may be purchased by Purchaser pursuant to the Warrants have been registered under the Securities Act of 1933, as amended (the "**Securities Act**"), and that the Shares and the Warrants are deemed to constitute "restricted securities" under Rule 144 promulgated under the Securities Act ("**Rule 144**"). Purchaser also understands that the Shares are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Purchaser's representations contained in this Agreement.

(c) Purchaser is obtaining the Shares and the Warrants for Purchaser's own account and Purchaser has no present intention of distributing or selling the Shares or the Warrants except as permitted under the terms of this Agreement, the Securities Act, and applicable state securities laws.

(d) Purchaser has sufficient knowledge and experience in business and financial matters to evaluate the Company, its proposed activities and the risks and merits of this investment. Purchaser has the ability to accept the high risk and lack of liquidity inherent in this type of investment.

(e) Purchaser had an opportunity to discuss the Company's business, management and financial affairs with directors, officers and management of the Company. Purchaser 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. Purchaser understands the significant risks of this investment.

(f) Purchaser has the capacity to protect its own interests in connection with the purchase of the Shares by virtue of its business or financial expertise.

(g) Purchaser understands that the Shares, the Warrants, and, if issued, the Common Stock must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser has been advised or is aware of the provisions of Rule 144, as in effect from time to time, which permit limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things, the availability of certain current public information about the Company, the resale occurring following the required holding period under Rule 144, and the number of shares being sold during any three month period not exceeding specified limitations.

(h) Purchaser acknowledges and agrees that the Shares and Warrants are subject to restrictions on transfer set forth in Section 5 hereof.

(i) If Purchaser is not a United States person (as defined by Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "**Code**")), Purchaser hereby represents that Purchaser has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Shares or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any government or other consents that may need to be obtained in connection with such purchase, 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 Shares. The Company's offer and sale and Purchaser's subscription and payment for and continued beneficial ownership of the Shares will not violate any applicable securities or other laws of Purchaser's jurisdiction.

(j) Purchaser has reviewed this Agreement in its entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of this Agreement.

(k) If Purchaser is an individual, then Purchaser resides in the state or province identified in the address of Purchaser set forth on the signature page hereto; if Purchaser is a partnership, corporation, limited liability company or

other entity, then the office or offices of Purchaser in which its investment decision was made is located at the address or addresses of Purchaser set forth on the signature page hereto.

(l) Purchaser has completed the Investor Suitability Questionnaire attached hereto as **Exhibit B** and warrants that the information provided in the Investor Suitability Questionnaire is correct.

3. Representations and Warranties of the Company. The Company hereby represents and warrants to and agrees with Purchaser that except as set forth on the Schedule of Exceptions attached hereto as **Exhibit C**, each of the following statements is true and correct on the date hereof and, if this subscription is accepted by the Company in whole or in part, will be true and correct on the Closing Date:

(a) Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee. The Company has all requisite corporate power and authority to own and operate its properties and assets, to execute and deliver this Agreement, to issue and sell the Shares, the Warrants, and the Common Stock that appertains to the Warrants, and to carry out the provisions of this Agreement and the Charter.

(b) Capitalization; Voting Rights. The authorized capital stock of the Company, immediately prior to the Initial Closing Date, will consist of 1,000,000 shares of Common Stock, par value \$0.001 per share ("**Common Stock**"), _____ shares of which will be issued and outstanding, or reserved pursuant to existing rights of conversion, or reserved for outstanding options, or reserved for the share Warrants that are being issued with this Series A-1; and 1,000,000 shares of Preferred Stock, par value \$0.001 per share ("**Preferred Stock**"), 58,926 shares of which are designated Series A Preferred Stock and will be issued and outstanding, and 75,000 shares of which are designated Series A-1 Preferred Stock, none of which will be issued and outstanding. As of the date hereof, there are no other outstanding options, warrants, or other rights for the purchase or acquisition from the Company of shares of Common Stock. The rights, preferences, privileges and restrictions of the Shares are as set forth in the Charter. All of the Common Stock that appertains to the Warrants has been duly and validly reserved for issuance. When issued in compliance with the provisions of this Agreement and the Charter, the Shares and the Common Stock will be validly issued, fully paid and non-assessable, and will be free of any liens or encumbrances, other than any right of first refusal set forth in the Company's Charter or Bylaws; *provided, however*, that the Shares may be subject to restrictions on transfer under state and/or federal securities laws as set forth herein or as otherwise required by such laws at the time a transfer is proposed. Except as set forth on Exhibit C, other than pursuant to the Subscription Agreements and as described herein, there are no other outstanding shares of

stock of the Company or rights to purchase shares of stock of the Company or other agreements or understandings to purchase equity securities of the Company.

(c) Authorization; Binding Obligations. All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization of this Agreement and the Charter, the performance of all obligations of the Company hereunder and thereunder at the Closing and the authorization, sale, issuance and delivery of the Shares pursuant hereto and pursuant to the Charter has been taken or will be taken prior to the Closing Date. This Agreement, when executed and delivered, will be valid and binding obligation of the Company enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, and (b) general principles of equity that restrict the availability of equitable remedies. The sale of the Shares hereunder and the subsequent exercise of the Warrants for Common Stock are not and will not be subject to any preemptive rights or rights of first refusal that have not been properly waived or complied with as of the date of such sale or conversion.

(d) Liabilities. Except as set forth on the Exhibit C, as of the date hereof, the Company has no material liabilities and, to the best of its knowledge, no material contingent liabilities, except current liabilities incurred in the ordinary course of business.

(e) Compliance with Laws. To its knowledge, the Company is not in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties, which violation would materially and adversely affect the business, assets, liabilities, financial condition, operations or prospects of the Company.

(f) Registration Rights and Voting Rights. Except as otherwise provided herein, the Company is presently not under any obligation, and has not granted any rights, to register under the Securities Act any of the Company's presently outstanding securities or any of its securities that may hereafter be issued. To the Company's knowledge, no stockholder of the Company has entered into any agreement with respect to the voting of equity securities of the Company, other than routine proxy appointments.

(g) Offering Valid. Assuming the accuracy of Purchaser's representations and warranties contained herein, the offer, sale and issuance of the Shares and the Warrants will be exempt from the registration requirements of the Securities Act, and will have been registered or qualified (or will be exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable state securities laws. Neither the Company nor any

agent on its behalf has solicited or will solicit any offers to sell or has offered to sell or will offer to sell all or any part of the Shares to any person or persons so as to bring the sale of the Shares by the Company within the registration provisions of the Securities Act or any state securities laws.

4. Covenants of the Company.

(a) Basic Financial Information and Reporting.

(i) The Company will maintain true books and records of account in which full and correct entries will be made of all its business transactions pursuant to a system of accounting established and administered in accordance with United States generally accepted accounting principles consistently applied (except as noted therein), and will set aside on its books all such proper accruals and reserves as shall be required under United States generally accepted accounting principles consistently applied.

(ii) To the extent requested by a Series A-1 Investor, as soon as practicable after the end of each fiscal year of the Company (and in any event within 120 days thereafter), the Company will furnish such Series A-1 Investor a balance sheet of the Company, as at the end of such fiscal year, and a statement of income and a statement of cash flows of the Company, for such fiscal year, all prepared in accordance with United States generally accepted accounting principles consistently applied (except as noted therein) and setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail.

(b) Preemptive Rights. The Series A-1 Preferred shall not have preemptive rights.

(c) Additional Investor Rights. If the Company grants to investors in such other financing that is the Company's next round of equity financing ("**Future Investors**") registration, information, preemptive, or board observation rights (collectively, "**Investor Rights**"), then each Series A-1 Investor shall be entitled to receive such Investor Rights on the same terms and conditions granted to such Future Investors; *provided, however*, that each such Series A-1 Investor shall, as a condition to receiving such Investor Rights, execute and become a party to any agreement or agreements granting such Investor Rights to the Future Investors and shall be subject to the all of the terms, conditions and limitations (including any limitations related to minimum share requirements) of such agreement or agreements to the same extent as the Future Investors.

(d) Dividend Rights. The "**Original Issue Price**" of the Series A-1 Preferred Stock shall be \$10.00, adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares after the filing date hereof).

(i) So long as any shares of Series A-1 Preferred are outstanding, the Company shall not pay or declare any dividend, whether in cash or property, or make any other distribution on the Common Stock, or purchase, redeem or otherwise acquire for value any shares of Common Stock, except for: (1) acquisitions of Common Stock by the Company pursuant to agreements which permit the Company to repurchase such shares at cost (or the lesser of cost or fair market value) upon termination of services to the Company; (2) acquisitions of Common Stock in exercise of the Company's right of first refusal to repurchase such shares; or (3) distributions to holders of Common Stock in accordance with Sections V.D.3 - 4 of the Charter.

(ii) In the event dividends are paid on any share of Common Stock, the Company shall pay an additional dividend on all outstanding shares of Series A-1 Preferred in a per share amount equal to the amount paid or set aside for each share of Common Stock. Such dividends shall be payable only when, as and if declared by the board of directors of the Company (the "**Board**").

(iii) The provisions of Sections (d)(i) and (d)(ii) shall not apply to a dividend payable solely in Common Stock to which the provisions of Section IV.D.5(f) of the Charter are applicable, or any repurchase of any outstanding securities of the Company that is approved by the Board.

(e) No Voting Rights. Holders of shares of Series A-1 Preferred shall not be entitled to vote (as holders of Series A-1 Preferred) on any matter to be voted on by the shareholders, except as required by Tennessee law; **provided**, that in addition to any other vote required by law, the affirmative vote of a majority of the outstanding shares of Series Preferred (including both Series A and Series A-1), voting as one class, shall be required to amend, alter or repeal (including by merger, consolidation or otherwise) any provision of the Charter which adversely affects the rights, preferences, or privileges or any Series Preferred.

(f) Liquidation and Redemption Rights.

(i) Upon any liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary (a "**Liquidation Event**"), before any distribution or payment shall be made to the holders of any Common Stock or other Preferred Stock, the holders of Series A-1 Preferred shall be entitled to be paid out of the assets of the Company legally available for distribution for each share of Series A-1 Preferred held by them, an amount per share of Series A-1 Preferred equal to the Original Issue Price multiplied by a factor of three (3), plus all declared and unpaid dividends on the Series A-1 Preferred, if any (the "**Liquidation Preference**"). If, upon any such Liquidation Event, the assets of the Company shall be insufficient to make full payment of the Liquidation Preference to all holders of Series A-1 Preferred, then such assets (or consideration) shall be distributed among all the holders of Series A-1 Preferred, ratably in proportion to

the full amounts to which they would otherwise be respectively entitled.

(ii) After the payment of the full Liquidation Preference of the Series A-1 Preferred, the remaining assets of the Company legally available for distribution, if any, shall be distributed ratably to the holders of the Common Stock as well as other Preferred Stock.

(iii) In the event that the Company is a party to an Acquisition or Asset Transfer (as hereinafter defined), then each holder of Series A-1 Preferred shall be entitled to receive, for each share of Series Preferred then held, out of the proceeds of such Acquisition or Asset Transfer, the value or amount of cash, securities or other property to which such holder would be entitled to receive in a Liquidation Event pursuant to Subsection (f)(i), above.

(iv) An Acquisition or Asset Transfer shall constitute a Liquidation Event. For the purposes of this Subsection (f): (1) "*Acquisition*" shall mean (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold at least a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; or (B) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company's voting power is transferred; *provided that*, an Acquisition shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; and (2) "*Asset Transfer*" shall mean a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company.

(v) In any Acquisition or Asset Transfer, if the consideration to be received is securities of a corporation or other property other than cash, its value will be deemed its fair market value as determined in good faith by the Board on the date such determination is made.

(vi) In any Liquidation Event, or Acquisition or Asset Transfer, upon full and complete payment to the holder of Series A-1 Preferred of the Liquidation Preference required under this subparagraph (f), all of the shares of Series A-1 held by that Holder shall be cancelled, redeemed, and returned to the Company.

(vii) The Company may at any time redeem any or all of the shares of Series A-1 Preferred. In the event, the Redemption Price for Series A-1 Preferred shall be the same as in a Liquidation Event, as set forth in subparagraph (f)(i), above. In the event of a redemption of less than the entire issue of Series A-1 Preferred,

each Holder of Series A-1 Preferred shall be redeemed in proportion to their respective share of the Class of Series A-1 Preferred then issued and outstanding.

5. Restrictions on Transfer.

(a) Purchaser hereby agrees not to make any disposition of all or any portion of the Shares or Warrants unless and until:

(i) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) (A) The transferee has agreed in writing to be bound by the terms of Section 5 of this Agreement, (B) Purchaser shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, (C) such disposition is made in accordance with the provisions of the Company's Bylaws, and (D) if reasonably requested by the Company, Purchaser shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such shares under the Securities Act. It is agreed that the Company will not require opinions of counsel for transactions made pursuant to Rule 144 except in unusual circumstances.

(b) The Company shall not be required (i) to transfer on its books any of the Shares or Warrants which shall have been sold or transferred in violation of any of the provisions set forth in this Agreement or set forth in the Company's Bylaws or (ii) to treat as the owner of such Shares or Warrants or to accord the right to vote or to pay dividends to any transferee to whom such Shares or Warrants Shares shall have been so transferred.

(c) Purchaser hereby agrees that Purchaser shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any Common Stock or other securities of the Company held by Purchaser, including the Shares and the Warrants (the "**Restricted Securities**"), during the 180-day period following the effective date of a registration statement of the Company filed under the Securities Act (the "**Lock Up Period**") (or such longer period, not to exceed 18 days after the expiration of the 180-day period, as the underwriters or the Company shall request in order to facilitate compliance with NASD Rule 2711). Purchaser agrees to execute and deliver such other agreements as may be reasonably requested by the Company and/or the managing underwriter that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to Purchaser's

Restricted Securities until the end of such period. The underwriters of the shares of the Company's stock are intended third party beneficiaries of this Section 5(c) and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

6. Restrictive Legends.

All certificates representing the Shares and the Warrants shall have endorsed thereon the following legends:

(a) "THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. 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 OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED."

(b) "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL IN FAVOR OF THE COMPANY AS PROVIDED IN THE COMPANY'S BYLAWS."

(c) Any legend required under applicable state securities laws.

7. Miscellaneous.

(a) Further Assurances. The parties agree to execute such further instruments and to take all such further action as may reasonably be necessary to carry out the intent of this Agreement.

(b) Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or delivery by facsimile, electronic mail or express courier, or upon deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, addressed to the other party hereto at its address, electronic mail address, or facsimile number hereinafter shown below its signature or at such other address as such party may designate by 10 days' advance written notice to the other party hereto.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

(d) Successors and Assigns. This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, shall be binding upon Purchaser, his or her heirs, executors, administrators, successors and assigns.

(e) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral.

(f) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this Agreement, and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Either or all parties may execute this Agreement by facsimile signature or scanned signature in PDF format, and any such facsimile signature or scanned signature, if identified, legible and complete, shall be deemed an original signature and each of the parties is hereby authorized to rely thereon.

(h) Amendment and Waiver. This Agreement may be amended or modified, and the obligations of the Company and the rights of the Series A-1 Investors under the Subscription Agreements (including the rights of Purchaser under this Agreement) may be waived or terminated, only upon the written consent of the Company and holders of a majority of the shares of Series A-1 Preferred purchased or agreed to be purchased pursuant to the Subscription Agreements (the “**Required Series A-1 Investors**”). Purchaser acknowledges that because this Agreement may be amended or terminated with the consent of the Required Series A-1 Investors, Purchaser’s rights hereunder, including Purchaser’s Liquidation rights, may be amended, terminated or waived without Purchaser’s individual consent. Upon the effectuation of such termination, waiver or amendment in conformance with this Section 7(h), the Company shall promptly give written notice thereof to the record holders of the Series A-1 Preferred who have not previously consented thereto in writing.

(i) Expenses. Subject to Section 7(k) hereof, each party shall pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery and performance of this Agreement.

(j) Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement, the Subscription Agreements or the Charter, shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring. It is further agreed that any

waiver, permit, consent or approval of any kind or character on any party's part of any breach, default or noncompliance under this Agreement, the Subscription Agreements or the Charter or any waiver on such party's part of any provisions or conditions of this Agreement, the Subscription Agreements, or the Charter must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, the Subscription Agreements, the Charter, law, or otherwise afforded to any party, shall be cumulative and not alternative.

(k) Attorneys' Fees. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

(l) Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

(m) Broker's Fees. Each party hereto represents and warrants that no agent, broker, investment banker, person or firm acting on behalf of or under the authority of such party hereto is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each party hereto further agrees to indemnify each other party for any claims, losses or expenses incurred by such other party as a result of the representation made by the indemnifying party in this Section 7(m) being untrue.

(n) Pronouns. All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PURCHASER:

By: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

ACCEPTED:

WANNADO, INC.

By: _____

Steven Buhrman
President
3212 West End Avenue, Suite 500
Nashville, TN 37203
Telephone: 916.494.9111
Email: steven@wannadoapp.com

EXHIBIT A

Wannado, Inc.

Warrant No. _____

THE SHARES REPRESENTED BY THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. 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 OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SHARES REPRESENTED BY THIS WARRANT ARE SUBJECT TO A RIGHT OF FIRST REFUSAL IN FAVOR OF THE COMPANY AS PROVIDED IN THE COMPANY'S BYLAWS.

THE HOLDER OF THIS WARRANT, BY ACCEPTANCE HEREOF, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF THE AFORESAID AGREEMENTS.

WANNADO, INC.

Warrant for the Purchase of _____ Shares of Common Stock

FOR VALUE RECEIVED, WANNADO, INC., a Tennessee corporation (the "Company"), hereby verifies that the "Holder" is entitled, subject to the provisions of this warrant (the "Warrant"), to purchase from the Company, at any time, or from time to time during the period commencing at 9:00 a.m. Nashville local time on the date that this Agreement is accepted by the Company (the "Base Date"), and expiring at 5:00 p.m. Nashville local time thirty (30) calendar days after the Base Date (the "Termination Date") up to _____ Shares of the Common Stock of the Company at a price of **\$.01 per Unit** (such exercise price per unit being hereinafter referred to as the "Exercise Price"). The term "Shares" means the shares of Common Stock of the Company as constituted on the Base Date. The Shares deliverable upon such exercise, and as adjusted from time to time, are hereinafter sometimes referred to as "Warrant Shares."

Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and (in the case of loss, theft or destruction) of reasonably satisfactory indemnification, and upon surrender and cancellation of this Warrant, if mutilated, the Company shall execute and

deliver a new Warrant of like tenor and date.

The Holder agrees with the Company that this Warrant is issued, and all the rights hereunder shall be held, subject to all of the conditions, limitations and provisions set forth herein.

1. Exercise of Warrant. This Warrant may be exercised in whole or in part at any time, or from time to time, during the period commencing at 9:00 a.m. Nashville local time, on the Base Date and expiring at 5:00 p.m., Nashville local time, on the Termination Date or if such day is a day on which banking institutions in the City of Nashville are authorized by law to close, then on the next succeeding day that shall not be such a day, by presentation and surrender hereof to the Company at its principal office with the Warrant Exercise Form attached hereto duly executed and accompanied by payment (either in cash or by certified or official bank check, payable to the order of the Company), of the Exercise Price for the number of Shares specified in such Form and instruments of transfer, if appropriate, duly executed by the Holder or his or her duly authorized attorney. If this Warrant should be exercised in part only, the Company shall, upon surrender of this Warrant for cancellation, execute and deliver a new Warrant evidencing the rights of the Holder thereof to purchase the balance of the Shares purchasable hereunder. Upon receipt by the Company of this Warrant, together with the Exercise Price, in proper form for exercise, the Holder shall be deemed to be the holder of record of the Shares issuable upon such exercise, notwithstanding that the transfer books of the Company shall then be closed or that certificates representing such Shares shall not then be actually delivered to the Holder. The Company shall pay any and all documentary stamp or similar issue or transfer taxes payable in respect of the issue or delivery of Shares on exercise of this Warrant.

2. Reservation of Shares. The Company will at all times reserve for issuance and delivery upon exercise of this Warrant all shares or other equity securities of the Company (and other securities and property) from time to time receivable upon exercise of this Warrant. All such shares (and other securities and property) shall be duly authorized and, when issued upon such exercise, shall be validly issued, fully paid and non-assessable and free of all preemptive rights.

3. Restrictions Upon Transferability of Warrant and Warrant Stock; Transfer to Comply with the Securities Act of 1933 and the Subscription Agreement. Neither this Warrant nor the Warrant Shares issuable upon exercise of this Warrant have been registered under the Securities Act of 1933, as amended (the "Act"). Holders hereof and thereof shall be subject to such restrictions upon the sale or other disposition thereof, all as more fully set forth in or referred to in the Subscription Agreement to which this Warrant is attached. The Agreement is incorporated by reference as an integral part of this Warrant.

4. Exchange, Transfer, Assignment or Loss of Warrant. This Warrant cannot be

exchanged, transferred or assigned otherwise than in accordance with the provisions of the Agreement and the Company Charter. If the provisions of the Agreement and Charter are complied with, upon surrender of this Warrant to the Company with the Assignment Form annexed hereto duly executed and funds sufficient to pay any transfer tax, the Company shall, without charge, execute and deliver a new Warrant in the name of the heir, devisee or assignee named in such instrument of assignment and this Warrant shall promptly be cancelled.

5. Rights of the Holder. The Holder shall not, by virtue hereof, be entitled to any rights of a shareholder of the Company, either at law or in equity, and the rights of the Holder are limited to those expressed in this Warrant.

6. Redemption. This Warrant is not redeemable by the Company.

7. Legend. Upon exercise of this Warrant and the issuance of any of the Warrant Shares hereunder, all certificates representing Shares shall bear on the face thereof substantially the legend set forth herein.

8. Applicable Law. This Warrant is issued under and shall for all purposes be governed by and construed in accordance with the laws of the State of Tennessee.

9. Notice. Notices and other communications to be given hereunder shall be given in accordance with the Subscription Agreement.

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed on its behalf, by its duly authorized officer.

WANNADO, INC.

By: _____
Steven Buhrman, President

Dated: _____

WANNADO, INC.

WARRANT EXERCISE FORM

The undersigned hereby irrevocably elects to exercise to the extent of purchasing Shares of Wannado, Inc., and hereby makes payment at the rate of \$.01 per share or an aggregate of \$ in payment therefor.

Name of Registered Holder: _____

Signature: _____

Signature, if held jointly: _____

Date: _____

INSTRUCTIONS FOR ISSUANCE OF SHARES
(If other than to the registered holder of the within warrant)

Name: _____
(Please typewrite or print in block letters)

Address: _____

Social Security or Taxpayer
Identification Number: _____

WANNADO, INC.

WARRANT ASSIGNMENT FORM

The Holder hereby assigns and transfers unto

Name

Address

the right to purchase Shares of Wannado, Inc. represented by this Warrant to the extent of _____ Shares as to which such right is exercisable and does hereby irrevocably constitute and appoint

_____, Attorney, to transfer the same on the books of the Company with full power of substitution in the premises.

DATED: _____

Name of Registered Holder

Signature

Signature, if held jointly

EXHIBIT B

INVESTOR SUITABILITY QUESTIONNAIRE

The undersigned confidentially represents and warrants to Wannado, Inc., a Tennessee corporation, and its affiliates (collectively, the “Company”) the answers to the following questions, certifies that it has fully reviewed and understood this Questionnaire, including the definitions of “accredited investor” set forth below, and acknowledges that the Company will rely upon such answers in connection with a potential offering of its securities.

1. Name:
2. Age (of individual) or year of formation (if an entity):
3. Social Security or Federal Employer Identification Number (“FEIN”):
4. Residence Address:
5. Are you a permanent resident of the state noted in response to question 4?
6. Mailing Address for correspondence from the Company:
7. The following lists all persons who qualify as “accredited investors” under federal securities laws. Please check ALL that apply to you:

_____ Any bank as defined in Section 3(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), or any savings and loan association or other institution specified in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity, any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended;

_____ Any insurance company as defined in Section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that act; any Small business Investment Company licensed by the U. S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

_____ Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000;

_____ Any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank,

savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

_____ Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

_____ Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

_____ Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

_____ Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000;

_____ Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

_____ Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 230.506(b)(2)(ii) of the Act;

_____ Any entity in which all of the equity owners are accredited investors.

8. Is your individual net worth, or joint net worth with your spouse, in excess of \$1,000.00 excluding the value of your principal residence? _____

9. If you acquire any Membership Interests in the Company would you be able (a) to bear the economic risk of this investment, (b) to hold the Membership Interests for an indefinite period of time, and (c) to afford a complete loss of the investment?

10. Do you have adequate means of providing for your current needs and possible personal contingencies and have no need for liquidity in this particular investment?

11. Would you be purchasing such securities for investment and without the intent of participating, directly or indirectly, in a resale or other distribution of the securities?

12. Have you ever participated in or purchased securities in a “private placement” offering of securities before?

13. If your answer to question 12 is “yes,” please briefly describe the prior private placement:

14. Are you aware that securities acquired through a “private placement” are typically subject to restrictions on transferability and resale, and that any Membership Interests the Company offers will be subject to these restrictions, additional restrictions under its Operating Agreement, and other comparable restrictions?

15. Do you maintain an active account with a securities brokerage firm?

16. Do you have such knowledge and experience in financial business matters that you will be able to understand information concerning the Company and to evaluate the merits and risks in any investment in Membership Interests in the Company? List any other information that would be relevant to the issue of whether or not you are “sophisticated” and “experienced” in the making of investment decisions:

17. Have you retained an investment counselor or other purchaser representative to assist you in connection with your evaluation of the possible purchase of Company Membership Interests in this offering?

If your answer to this question 17 is “yes,” please provide the name and address of such investment counselor or other purchaser representative:

18. Are you related to any individual actively involved in the organization or management of the Company?

If your answer to this question is “yes,” please provide the name of such individual:

Date: _____

Name: _____

Signature: _____

EXHIBIT C
SCHEDULE OF EXCEPTIONS

None.