CAMPAGNA MOTORS USA INC.

FORM 1-A POS

(Post-qualification amendment to a 1-A offering statement)

Filed 12/08/17

Address	1320 STATE ROUTE 9 SUITE 667 CHAMPLAIN, NY, 12919
Telephone	4506412112-225
CIK	0001688545
SIC Code	5500 - Retail-Auto Dealers and Gasoline Stations
Fiscal Year	12/31

Form 1-A Issuer Information
FORM 1-A

OMB APPROVAL
OMB Number: ####-####
Estimated average burden hours per response: ##.#

UNITED STATE
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 1-A
REGULATION A OFFERING STATEMENT
UNDER THE SECURITIES ACT OF 1933

1-A: Filer Information

Issuer CIK	0001688545
Issuer CCC	XXXXXXXX
DOS File Number	
Offering File Number	024-10706
Is this a LIVE or TEST Filing?	☒ LIVE ☐ TEST
Would you like a Return Copy?	☐
Notify via Filing Website only?	☐
Since Last Filing?	☐

Submission Contact Information

Name	
Phone	
E-Mail Address	

1-A: Item 1. Issuer Information

Issuer Infomation

Exact name of issuer as specified in the issuer's charter	Campagna Motors USA, Inc.
Jurisdiction of Incorporation / Organization	DELAWARE
Year of Incorporation	2016
CIK	0001688545
Primary Standard Industrial Classification Code	MOTORCYCLES, BICYCLES & PARTS
I.R.S. Employer Identification Number	81-4221515
Total number of full-time employees	2
Total number of part-time employees	0

Contact Infomation

Address of Principal Executive Offices

Address 1	100 Walnut St.
Address 2	
City	CHAMPLAIN
State/Country	NEW YORK
Mailing Zip/ Postal Code	12919
Phone	646-878-6672

Provide the following information for the person the Securities and Exchange Commission's staff should call in connection with any pre-qualification review of the offering statement.

Name	Andrew Stephenson
Address 1	
Address 2	
City	
State/Country	

Mailing Zip/ Postal Code	
Phone	

Provide up to two e-mail addresses to which the Securities and Exchange Commission's staff may send any comment letters relating to the offering statement. After qualification of the offering statement, such e-mail addresses are not required to remain active.

Financial Statements

Industry Group (select one)	☐ Banking ☐ Insurance ☒ Other

Use the financial statements for the most recent period contained in this offering statement to provide the following information about the issuer. The following table does not include all of the line items from the financial statements. Long Term Debt would include notes payable, bonds, mortgages, and similar obligations. To determine "Total Revenues" for all companies selecting "Other" for their industry group, refer to Article 5-03(b)(1) of Regulation S-X. For companies selecting "Insurance", refer to Article 7-04 of Regulation S-X for calculation of "Total Revenues" and paragraphs 5 and 7 of Article 7-04 for "Costs and Expenses Applicable to Revenues".

Balance Sheet Information

Cash and Cash Equivalents	$ 32330.00
Investment Securities	$ 0.00
Total Investments	$
Accounts and Notes Receivable	$ 0.00
Loans	$
Property, Plant and Equipment (PP&E):	$ 0.00
Property and Equipment	$
Total Assets	$ 403776.00
Accounts Payable and Accrued Liabilities	$ 431876.00
Policy Liabilities and Accruals	$
Deposits	$
Long Term Debt	$ 0.00
Total Liabilities	$ 739092.00
Total Stockholders' Equity	$ -335316.00
Total Liabilities and Equity	$ 403776.00

Income Statement Information

Total Revenues	$ 423922.00
Total Interest Income	$
Costs and Expenses Applicable to Revenues	$ 372489.00
Total Interest Expenses	$
Depreciation and Amortization	$ 0.00
Net Income	$ -49132.00
Earnings Per Share - Basic	$ -0.01
Earnings Per Share - Diluted	$ -0.01
Name of Auditor (if any)	dbbmckennon

Outstanding Securities

Common Equity

Name of Class (if any) Common Equity	Common Stock
Common Equity Units Outstanding	4000000
Common Equity CUSIP (if any):	000000N/A
Common Equity Units Name of Trading Center or Quotation Medium (if any)	N/A

Preferred Equity

Preferred Equity Name of Class (if any)	N/A
Preferred Equity Units Outstanding	0
Preferred Equity CUSIP (if any)	000000N/A
Preferred Equity Name of Trading Center or Quotation Medium (if any)	N/A

Debt Securities

Debt Securities Name of Class (if any)	N/A
Debt Securities Units Outstanding	0
Debt Securities CUSIP (if any):	000000N/A
Debt Securities Name of Trading Center or Quotation Medium (if any)	N/A

1-A: Item 2. Issuer Eligibility

Issuer Eligibility

Check this box to certify that all of the following statements are true for the issuer(s)

☒

- Organized under the laws of the United States or Canada, or any State, Province, Territory or possession thereof, or the District of Columbia.
- Principal place of business is in the United States or Canada.
- Not subject to section 13 or 15(d) of the Securities Exchange Act of 1934.
- Not a development stage company that either (a) has no specific business plan or purpose, or (b) has indicated that its business plan is to merge with an unidentified company or companies.
- Not an investment company registered or required to be registered under the Investment Company Act of 1940.
- Not issuing fractional undivided interests in oil or gas rights, or a similar interest in other mineral rights.
- Not issuing asset-backed securities as defined in Item 1101 (c) of Regulation AB.
- Not, and has not been, subject to any order of the Commission entered pursuant to Section 12(j) of the Exchange Act (15 U.S.C. 78l(j)) within five years before the filing of this offering statement.
- Has filed with the Commission all the reports it was required to file, if any, pursuant to Rule 257 during the two years immediately before the filing of the offering statement (or for such shorter period that the issuer was required to file such reports).

1-A: Item 3. Application of Rule 262

Application Rule 262

Check this box to certify that, as of the time of this filing, each person described in Rule 262 of Regulation A is either not disqualified under that rule or is disqualified but has received a waiver of such disqualification.

☒

Check this box if "bad actor" disclosure under Rule 262(d) is provided in Part II of the offering statement.

☐

1-A: Item 4. Summary Information Regarding the Offering and Other Current or Proposed Offerings

Summary Infomation

Check the appropriate box to indicate whether you are conducting a Tier 1 or Tier 2 offering	☐ Tier1 ☒ Tier2
Check the appropriate box to indicate whether the financial statements have been audited	☐ Unaudited ☒ Audited
Types of Securities Offered in this Offering Statement (select all that apply)	

☒ Equity (common or preferred stock)

Does the issuer intend to offer the securities on a delayed or continuous basis pursuant to Rule 251(d)(3)?	☒ Yes ☐ No
Does the issuer intend this offering to last more than one year?	☐ Yes ☒ No
Does the issuer intend to price this offering after qualification pursuant to Rule 253(b)?	☐ Yes ☒ No
Will the issuer be conducting a best efforts offering?	☒ Yes ☐ No
Has the issuer used solicitation of interest communications in connection with the proposed offering?	☒ Yes ☐ No
Does the proposed offering involve the resale of securities by affiliates of the issuer?	☐ Yes ☒ No
Number of securities offered	2000000
Number of securities of that class outstanding	4000000

The information called for by this item below may be omitted if undetermined at the time of filing or submission, except that if a price range has been included in the offering statement, the midpoint of that range must be used to respond. Please refer to Rule 251(a) for the definition of "aggregate offering price" or "aggregate sales" as used in this item. Please leave the field blank if undetermined at this time and include a zero if a particular item is not applicable to the offering.

Price per security	$ 7.0000
The portion of the aggregate offering price attributable to securities being offered on behalf of the issuer	$ 7.00
The portion of the aggregate offering price attributable to securities being offered on behalf of selling	$ 0.00

securityholders	
The portion of the aggregate offering price attributable to all the securities of the issuer sold pursuant to a qualified offering statement within the 12 months before the qualification of this offering statement	$ 0.00
The estimated portion of aggregate sales attributable to securities that may be sold pursuant to any other qualified offering statement concurrently with securities being sold under this offering statement	$ 0.00
Total (the sum of the aggregate offering price and aggregate sales in the four preceding paragraphs)	$ 7.00

Anticipated fees in connection with this offering and names of service providers

Underwriters - Name of Service Provider	Midtown Partners & Co., LLC and NMS Capital Advisors LLC	Underwriters - Fees	$ 980000.00
Sales Commissions - Name of Service Provider		Sales Commissions - Fee	$
Finders' Fees - Name of Service Provider		Finders' Fees - Fees	$
Audit - Name of Service Provider	dbbmckennon	Audit - Fees	$ 6000.00
Legal - Name of Service Provider	CrowdCheck Law LLP f/k/a KHLK LLP	Legal - Fees	$ 45000.00
Promoters - Name of Service Provider		Promoters - Fees	$
Blue Sky Compliance - Name of Service Provider		Blue Sky Compliance - Fees	$

CRD Number of any broker or dealer listed:	104223
Estimated net proceeds to the issuer	$ 12156000.00
Clarification of responses (if necessary)	The estimated net proceeds includes repayment of a related party loan and certain advertising expenses for this offering. See Part II, "Use of Proceeds to the Issuer" for additional information.

1-A: Item 5. Jurisdictions in Which Securities are to be Offered

Jurisdictions in Which Securities are to be Offered

Using the list below, select the jurisdictions in which the issuer intends to offer the securities

Selected States and Jurisdictions	ALABAMA
	ALASKA
	ARIZONA
	ARKANSAS
	CALIFORNIA
	COLORADO
	CONNECTICUT
	DELAWARE
	FLORIDA
	GEORGIA
	HAWAII
	IDAHO
	ILLINOIS
	INDIANA
	IOWA
	KANSAS
	KENTUCKY
	LOUISIANA
	MAINE
	MARYLAND
	MASSACHUSETTS
	MICHIGAN
	MINNESOTA
	MISSISSIPPI

MISSOURI

MONTANA

NEBRASKA

NEVADA

NEW HAMPSHIRE

NEW JERSEY

NEW MEXICO

NEW YORK

NORTH CAROLINA

NORTH DAKOTA

OHIO

OKLAHOMA

OREGON

PENNSYLVANIA

RHODE ISLAND

SOUTH CAROLINA

SOUTH DAKOTA

TENNESSEE

TEXAS

UTAH

VERMONT

VIRGINIA

WASHINGTON

WEST VIRGINIA

WISCONSIN

WYOMING

DISTRICT OF COLUMBIA

PUERTO RICO

ALBERTA, CANADA

BRITISH COLUMBIA, CANADA

MANITOBA, CANADA

NEW BRUNSWICK, CANADA

NEWFOUNDLAND, CANADA

NOVA SCOTIA, CANADA

ONTARIO, CANADA

PRINCE EDWARD ISLAND, CANADA

QUEBEC, CANADA

SASKATCHEWAN, CANADA

YUKON, CANADA

CANADA (FEDERAL LEVEL)

Using the list below, select the jurisdictions in which the securities are to be offered by underwriters, dealers or sales persons or check the appropriate box

None	☐
Same as the jurisdictions in which the issuer intends to offer the securities	☒
Selected States and Jurisdictions	

ALABAMA

ALASKA

ARIZONA

ARKANSAS

CALIFORNIA

COLORADO

CONNECTICUT

DELAWARE

FLORIDA

GEORGIA

HAWAII

IDAHO

ILLINOIS

INDIANA

IOWA

KANSAS

KENTUCKY

LOUISIANA

MAINE
MARYLAND
MASSACHUSETTS
MICHIGAN
MINNESOTA
MISSISSIPPI
MISSOURI
MONTANA
NEBRASKA
NEVADA
NEW HAMPSHIRE
NEW JERSEY
NEW MEXICO
NEW YORK
NORTH CAROLINA
NORTH DAKOTA
OHIO
OKLAHOMA
OREGON
PENNSYLVANIA
RHODE ISLAND
SOUTH CAROLINA
SOUTH DAKOTA
TENNESSEE
TEXAS
UTAH
VERMONT
VIRGINIA
WASHINGTON
WEST VIRGINIA
WISCONSIN
WYOMING
DISTRICT OF COLUMBIA
PUERTO RICO
ALBERTA, CANADA
BRITISH COLUMBIA, CANADA
MANITOBA, CANADA
NEW BRUNSWICK, CANADA
NEWFOUNDLAND, CANADA
NOVA SCOTIA, CANADA
ONTARIO, CANADA
PRINCE EDWARD ISLAND, CANADA
QUEBEC, CANADA
SASKATCHEWAN, CANADA
YUKON, CANADA
CANADA (FEDERAL LEVEL)

1-A: Item 6. Unregistered Securities Issued or Sold Within One Year

Unregistered Securities Issued or Sold Within One Year

None ☐

Unregistered Securities Issued

As to any unregistered securities issued by the issuer of any of its predecessors or affiliated issuers within one year before the filing of this Form 1-A, state:

(a)Name of such issuer	Campagna Motors USA, Inc.
(b)(1) Title of securities issued	Common Stock
(2) Total Amount of such securities issued	4000000
(3) Amount of such securities sold by or for the account of any person who at the time was a director, officer, promoter or principal securityholder of the issuer of such securities, or was an underwriter of any securities of such issuer.	0
(c)(1) Aggregate consideration for which the securities	$3,333 at $0.0001 per share

were issued and basis for computing the amount thereof. (2) Aggregate consideration for which the securities listed in (b)(3) of this item (if any) were issued and the basis for computing the amount thereof (if different from the basis described in (c)(1)).	

Unregistered Securities Act

(e) Indicate the section of the Securities Act or Commission rule or regulation relied upon for exemption from the registration requirements of such Act and state briefly the facts relied upon for such exemption	Section 4(a)(2) of the Securities Act

OFFERING CIRCULAR DATED DECEMBER 8, 2017

CAMPAGNA MOTORS USA, INC.

100 Walnut St.
Champlain, NY 12919

Up to 2,000,000 Shares of Common Stock.

SEE "SECURITIES BEING OFFERED" AT PAGE 31

	Price to Public	Underwriting discount and commissions*	Proceeds to issuer before expenses†	Proceeds to other persons
Per share	$ 7.00	$ 0.49	$ 6.51	—
Total Maximum	$ 14,000,000	$ 980,000	$ 13,020,000	—

*** The Company has engaged Midtown Partners & Co., LLC and NMS Capital Advisors, LLC to serve as its exclusive placement agents for the placement of shares of common stock on a best-efforts basis in this Offering. In exchange for the services of the placement agents, the placement agents will be entitled to a placement fee of 7% of the value of the shares of common stock sold by the Company. In addition, placement agents will receive a three-year warrant to purchase a number of shares equal to 5% of the amount of shares of common stock sold in this Offering at an exercise price of $8.40 per share. See "Plan of Distribution" for additional information.**

† The Company expects that the amount of expenses of the offering that it will pay will be approximately $100,000, not including state filing fees or marketing expenses.

The termination date of the offering or the "Termination Date" will be at the earlier of the date at which $14,000,000 of shares of the Company's common stock have been sold, June 30, 2018, or the date on which the Company terminates this Offering in its sole discretion.

This Offering is being made on a best efforts basis without any minimum offering target and will be made on continuous basis as provided by Rule 241(d)(3)(i)(F) for up to one year following the date of qualification by the Commission.

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 6.

Sales of these securities will commence on approximately December __, 2017.

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

AN OFFERING STATEMENT PURSUANT TO REGULATION A RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. INFORMATION CONTAINED IN THIS PRELIMINARY OFFERING CIRCULAR IS SUBJECT TO COMPLETION OR AMENDMENT. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED BEFORE THE OFFERING STATEMENT FILED WITH THE COMMISSION IS QUALIFIED. THIS PRELIMINARY OFFERING CIRCULAR SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR MAY THERE BE ANY SALES OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL BEFORE REGISTRATION OR QUALIFICATION UNDER THE LAWS OF SUCH STATE. THE COMPANY MAY ELECT TO SATISFY ITS OBLIGATION TO DELIVER A FINAL OFFERING CIRCULAR BY SENDING YOU A NOTICE WITHIN TWO BUSINESS DAYS AFTER THE COMPLETION OF THE COMPANY'S SALE TO YOU THAT CONTAINS THE URL WHERE THE FINAL OFFERING CIRCULAR OR THE OFFERING STATEMENT IN WHICH SUCH FINAL OFFERING CIRCULAR WAS FILED MAY BE OBTAINED.

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In this Offering Circular, the terms "Campagna Motors USA, Inc.", "Campagna Motors USA" or "the Company" refer to Campagna Motors USA, Inc. The terms "CIRBIN Inc." or "Campagna Motors Canada" refer to a Canadian company under common control, CIRBIN, Inc. The term "Campagna Motors" refers to the Company and Campagna Motors Canada together on a collective basis. The Company is not a subsidiary of Campagna Motors Canada.

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.

SUMMARY

This Offering Circular Summary highlights information contained elsewhere and does not contain all of the information that you should consider in making your investment decision. Before investing in the Company's Common Stock, you should carefully read this entire Offering Circular, including the Company's financial statements and related notes. You should also consider, among other information, the matters described under "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations".

The Company

Campagna Motors USA, Inc. is a recently formed company that is the exclusive marketing and distribution affiliate for Campagna Motors Canada in the U.S. The Company was organized on October 19, 2016 as a C Corporation in the State of Delaware. Campagna Motors Canada is an entity first organized on May 12, 2007 as a corporation under the laws of Québec, Canada. Campagna Motors USA is currently owned by the same owners as Campagna Motors Canada. It is not a subsidiary of Campagna Motors Canada.

Campagna Motors USA benefits from the more than two decades of experience of Campagna Motors Canada in selling the vehicles produced by Campagna Motors Canada, and developing its planned new vehicle. Campagna Motors branded vehicles were first developed by Daniel Campagna, a former mechanic of Gilles Villeneuve, a Formula One racer, in Quebec, Canada. Daniel Campagna's vision was for a light and nimble, comfortable, street-legal vehicle delivering exhilarating accelerations and precision handling. Since the 1990s, these vehicles have been available to purchasers in Canada and available in the United States since 2001. Campagna Motors USA will facilitate a focused expansion into the US market and development of a new vehicle product.

Products for Sale

Campagna Motors USA is selling, servicing, and renting vehicles manufactured by Campagna Motors Canada. These vehicles include the T-REX and the V13R, with the T-REX being its flagship product. The T-REX is a two-seat, three wheeled motor vehicle featuring an in-line 6-cylinder engine, delivering 160 horse power and acceleration of 0 to 100 km/h in 3.9 seconds. The engine is currently sourced from BMW. The combination of performance, design, and features, make the T-REX a fun and exciting drive. The T-REX's retail price ranges from $58,000 to $64,000.

The V13R is advertised as an "American Muscle Trike". The V13R is a two-seat, three wheeled motor vehicle with 122 horse power, with its engine sourced from Harley Davidson. The V13R's retail price is approximately $54,000.

In addition to selling vehicles manufactured by Campagna Motors Canada, Campagna Motors USA will be developing, along with Campagna Motors Canada a new model which it anticipates would have a retail price around $30,000. Campagna Motors intends for this product to be available in the next three years.

Our Growth Strategy

Campagna Motors USA intends to operate a network of 40 corporate stores in cities across the United States as well enrolling 60 franchisee dealerships to sell and lease Campagna Motors branded vehicles, along with maintenance/repair and rental services. The Company intends to open its first corporate store in New York.

The Offering

The Company is offering Common Stock of the Company to investors under the exemption from registration provided by Regulation A of the Securities Act of 1933 (the "Offering").

Management

Campagna Motors USA is managed by André Morissette and senior staff from Campagna Motors Canada. Mr. Morissette and his senior staff have led Campagna Motors Canada since 2007.

Key Risk Factors of this Offering

- The Company relies on the efforts of its affiliate, Campagna Motors Canada, to develop and manufacture Campagna Motors vehicles.
- The Company has not yet executed the license agreement to market and sell Campagna Motors branded vehicles.
- The Company is controlled by a small management team that also manages Campagna Motors Canada.
- There is no readily available market for resell of the securities in this Offering.

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 more risky than more developed companies. You should consider general risks as well as specific risks when deciding whether to invest.

Risks Related to the Company's Operations

The Company relies on the efforts of its Canadian affiliate to manufacture and develop products. Campagna Motors USA has been created to provide marketing and logistics support to Campagna Motors Canada in the US market. The Company will conduct its own marketing in conjunction with Campagna Motors Canada, operate corporate stores, coordinate a dealer network, and engage in product development. However, the Company intends to rely on Campagna Motors Canada for major product development under the Campagna Motors brand and on the efforts of Campagna Motors Canada to supply the US market with vehicles for purchase.

The Company is dependent on its founders to execute its business plan. Campagna Motors USA is dependent on the efforts of its executive officers, André Morissette, to execute its business plan. The Company's business would be adversely affected should either André Morissette decide to leave the Company. The Company does not maintain its own life insurance policy on its executive officers. The Company intends to hire a new executive management team by the middle of 2018 following the raising of funds in this Offering, but has not yet identified any suitable replacements. There can be no assurance that the Company will be successful in identifying and attracting suitable replacement executive officers.

The Company's executive officers may experience a conflict of interest in the operations of the Company. The Company's executive officers, André Morissette, will manage Campagna Motors Canada at the same time that they manage the Company. In the course of managing both entities, they may encounter opportunities that could be served by either company. If opportunities are provided to Campagna Motors Canada rather than the Company, the Company's financial results could be impacted.

The Company intends to enter into a license agreement with Campagna Motors Canada. In order to be fully operational as an independent entity and not merely a distributor of Campagna Motors branded vehicles, the Company intends to enter into a licensing agreement that will allow the Company to use the intellectual property of Campagna Motors Canada to further development of new vehicles. While a summary of the terms of this license agreement is identified in this Offering Circular, as of the date of this Offering Circular the agreement has not been executed by the Company and Campagna Motors Canada.

The distribution agreement may be terminated at any time by Campagna Motors Canada. The distribution agreement between the Company and Campagna Motors Canada includes three provisions for termination of the agreement. The first requires breach of the agreement, the second would be in the event of the cessation of business of either company, and the third is at the sole discretion of Campagna Motors Canada if it decides to discontinue sales into the US. In the event that Campagna Motors Canada chooses to discontinue sales into the US, the Company would not be able to sell any Campagna Motors branded vehicles, which would have a material adverse effect on the Company's business and operations

Agreements between the Company and Campagna Motors Canada are not arm's length transactions. The Company's executive officers, André Morissette is also executive officers of Campagna Motors Canada. Any agreements, including the current distribution agreement and to be executed license agreement, do not result from arm's length discussions between unrelated parties. Instead, André Morissette has determined the terms of the agreements for both the Company and Campagna Motors Canada.

Except for sales of the entry-level vehicle in development, the Company will only operate in a limited geographic territory. The Company's operations will be limited to the United States and will not seek out opportunities in other geographic territories. As a result, if global growth in demand exceeds that of the United States, the Company will not be in position to benefit from such trends.

The Company will be subject to changes in foreign currency exchange rates. Campagna Motors USA will acquire all of its inventory from Campagna Motors Canada, a company based in Québec, Canada. The prices at which the Company acquires that inventory will vary based on exchange rates between the United States and Canada and may impact the financial results of the Company.

Political uncertainty regarding trade relations may negatively impact the Company. Recent political trends in the United States have created new uncertainty regarding trade relations between the United States and Canada. Should the United States no longer participate in the North American Free Trade Agreement, without having a new agreement in place, it is possible that Campagna Motors USA will be required to acquire its inventory from Campagna Motors Canada at a higher price. If the Company is not able to pass these price increases on to consumers, the Company's financial results may be harmed.

The Company faces competition from larger and more established motor vehicle companies. The Company's current competitors have significantly greater resources and better competitive positions in certain markets than Campagna Motors USA. These factors may allow competitors to respond more effectively than Campagna Motors USA to new or emerging technologies and changes in the market.

The Company operates in a highly competitive space. Competition presents an ongoing threat to the success of the Company's business. Campagna Motors USA's competitors may develop products, features, or services that are similar or that achieve greater market acceptance. Campagna Motors USA's competitors may also undertake more far-reaching and successful product development efforts or marketing campaigns. These activities may reduce demand for Campagna Motors branded vehicles.

The Company may not be able to respond to changes in market demand for vehicles if demand for the T-REX and V13R should develop and then declines. Except for any vehicles in development, Campagna Motors USA will acquire its vehicles directly from Campagna Motors Canada. If there are changes in demand for particular aspects of these vehicles, Campagna Motors USA, as a distributor may not be able to respond to those changes and will rely on Campagna Motors Canada to modify its products.

The Company may be adversely impacted by an economic downturn or declining economic sentiment. Campagna Motors branded products are high-end, recreational vehicles. In the event of an economic downturn or declining economic sentiment, potential customers may hold back from acquiring Campagna Motors branded vehicles prior to cutting back on other expenses.

The Company may be negatively impacted by increasing interest rates . Interest rates have been at historic lows for the past few years. This has made it less expensive to finance the purchase of vehicles, like those to be offered by Campagna Motors USA. Should interest rates go up, the Company's revenues may be negatively impacted if customers who would have financed a vehicle decide to purchase from the Company.

The Company may not be successful in its efforts to grow its US customer base. Campagna Motors Canada has sold approximately 2,000 vehicles, significantly in Canada. In the past two years, 188 vehicles have been sold, with 82 into the US. The Company's main focus will be to grow the US customer base for Campagna Motors branded vehicles. There is no guarantee that these efforts will be successful.

The Company's success depends on its ability to develop a desirable vehicle at a lower-cost than the T-REX and V13R. In addition to selling vehicles acquired from Campagna Motors Canada, the Company is developing, with Campagna Motors Canada, a lower-price vehicle, with a target retail price of approximately $30,000. This vehicle is still in development stages. If the Company is not able to bring that vehicle to market, its financial condition may be harmed.

The Company's success depends on its ability to operate dozens of corporate stores and a dealer network. In order to reach new customers, the Company will need to open showrooms and create arrangements with independent dealers. If the Company is not able to open these stores and showrooms, encounters difficulties establishing a dealer network, or is unable to effectively manage the stores and dealer network, the Company may not be successful developing a larger US market for Campagna Motors branded vehicles.

The Company may not be able to recruit qualified personnel necessary to expand its operations . Right now, the only personnel of Campagna Motors USA are its founders André Morissette, and senior staff from Campagna Motors Canada. To expand its operations, the Company will be required to recruit personnel to act as executive officers, sales representatives, logistics managers, and corporate store managers, among others. Should the Company not be able to recruit and maintain qualified personnel, it may not be able to engage in its planned operations. In particular, the Company intends to bring on new executive management by the middle of 2018 following the raising of funds in this Offering. The Company has not yet identified suitable executive officers to replace André Morissette. There can be no assurance that the Company will be successful in identifying and attracting suitable replacement executive officers.

If the Company is not able to maintain and enhance the Campagna Motors brand, its ability to expand its customer base, its business and financial results may be harmed. Maintaining and enhancing the Campagna Motors brand image is critical to expanding the Company's customer base. This brand image will depend on Campagna Motors USA's ability to effectively market its products to new customers, who are likely unaware of the products that the Company offers. If the Company fails to successfully maintain and enhance the Campagna Motors brand, or if the Company incurs excessive expenses in this effort, its business and financial results may be adversely affected.

The Company cannot be certain that additional financing will be available on reasonable terms when required, or at all. The Company is currently seeking additional financing, and will need additional financing in the future. Its ability to obtain additional financing, if and when required, will depend on investor demand, its operating performance, the condition of the capital markets, and other factors. When the Company seeks such additional financing, the terms may not be favorable to the Company, or such financing may not be available at all.

The Company's auditor has issued a going concern opinion. Campagna Motors USA is a recently formed entity with limited prior operating history. These factors, among others, raise substantial doubt about the Company's ability to continue as a going concern.

The Company has not yet generated meaningful revenue from operations. As of the date of this Offering Circular, the Company has not yet generated meaningful revenue. The Company anticipates that its ability to generate additional revenue will first require incurring additional expenses to develop a network of independent vehicle dealerships and the opening of corporate stores. If these efforts do not lead to increased revenue, the Company's ability to continue operations will be impacted.

Proceeds from this Offering will be used to reimburse Campagna Motors Canada. Campagna Motors Canada incurred expenses relating to the formation of Campagna Motors USA and for accounting, legal, and marketing expenses connected to this Offering of securities. Part of the proceeds from this Offering will be used to reimburse Campagna Motors Canada for actual costs it has incurred and interest up to $448,000. As of June 30, 2017, Campagna Motors Canada has incurred approximately $307,000 in expenses for the Company and interest of almost $44,000 has accrued.

The Company has incurred accounts payable liabilities to a related party. As of June 30, 2017, the Company recorded $369,700 in accounts payable, which includes $302,400 owed to 9158-7147 Quebec Inc. for advances to purchase vehicles later sold to end consumers. 9158-7147 Quebec Inc. is a holding company wholly owned by the Company's Chief Executive Officer, André Morissette.

Risks Related to the Company's Industry

Motor vehicles, like those under the Campagna Motors brand, are highly regulated and are subject to regulatory changes. Campagna Motors USA is aware that the National Highway Transportation Safety Administration is reviewing whether to adopt new safety regulations pertaining to autocycles. Currently, US motorcycle regulations apply to autocycles. New regulations could impact the design of Campagna Motors branded vehicles and the ability of Campagna Motors USA to sell those vehicles, possibly negatively affecting the Company's operations and financial results. Additionally, state level regulations are inconsistent with regard to whether a helmet is required to operate a Campagna Motors branded vehicle. Sales may be negatively impacted if any state requires customers to use helmets.

Increased safety, emissions, fuel economy, or other regulations may result in higher costs, cash expenditures, and/or sales restrictions. The motorized vehicle industry is governed by a substantial amount of government regulation, which often differs by state and region. Government regulation has arisen, and proposals for additional regulation are advanced, primarily out of concern for the environment, vehicle safety, and energy independence. In addition, many governments regulate local product content and/or impose import requirements as a means of creating jobs, protecting domestic producers, and influencing the balance of payments. The cost to comply with existing government regulations is substantial, and future, additional regulations could have a substantial adverse impact on our results and financial condition.

Sales of autocycles, like Campagna Motors branded vehicles, may be impacted by weather conditions. Autocycles are designed to appeal to drivers who enjoy performance vehicles that are open to the elements. As a result, sales of autocycles may suffer during winter months. If the Company does not adequately plan for seasonal revenue generation, it may be required to obtain financing until revenues increase. The terms of any such financing may negatively impact the Company's financial condition.

The Company may be subject to product liability claims. Motor vehicle manufacturers and distributors can expect to be subject to product liability claims from time to time. To date, Campagna Motors Canada has not been subject to a claim of product liability involving Campagna Motors branded vehicles. Should a Campagna Motors branded vehicle owner decide to file a claim for product liability against Campagna Motors Canada and the Company, that may negatively affect the Company's financial performance and may affect other aspects of the Company's business while defending against the claim.

The Company may suffer losses due to product recalls. Should Campagna Motors Canada be required to declare a recall, such efforts will be administered in the United States by the Company. Campagna Motors Canada has previously declared three recalls since 2007. These recalls directed owners of Campagna Motors branded vehicles to bring in their vehicles to their nearest dealer to make repairs. Such repairs will require time and effort on the part of the Company, and any incorrect repairs may result in liability to the Company.

Risks Related to this Offering and Ownership of the Company's Common Stock

The price of the Common Stock has been set arbitrarily. The price of the Company's Common Stock was determined internally based on the management's calculated value of the Company. Campagna Motors USA has not obtained any third-party valuation reports or negotiated the price with any third party.

There is no current market for any of the Company's Common Stock. There is no formal marketplace for the resale of the Company's Common Stock. The stock may be traded on the over-the-counter market to the extent that any demand exists. Investors should assume that they may not be able to liquidate their investment for some time, or be able to pledge their stock as collateral.

Investors will hold minority interests in the Company. Campagna Motors USA has already issued 4,000,000 shares of its Common Stock that are indirectly beneficially owned by its founders, André Morissette (3,600,000 shares) and David Neault (400,000 shares). After completion of this offering, investors will hold minority interests in the Company and will not be able to direct its operations. The rights, preferences, and privileges of the Common Stock are provided in the Certificate of Incorporation of the Company (as amended) and under the Delaware General Corporation Law.

Investors may experience future dilution of their shares. Currently, and from time to time in the future, the Company may be required to engage in additional capital raising activities to support or expand its operations. These capital raising activities may involve the issuance of additional shares of the Company's stock, causing dilution to existing stockholders. Further, the rights of other investors may be more advantageous than the rights of investors in this Offering.

The Company is raising funds in this offering on a best-efforts basis and may not raise the maximum amount being offered. The Company is seeking to raise up to $14 million on best-efforts basis in this Offering. The Company has not received any firm commitments to purchase its securities and may raise substantially less than $14 million. Should the Company raise less than $14 million, it will be required to adjust its use of proceeds and operations to account for the reduced funds.

The Company intends to have its securities quoted over-the-counter (OTC) but may not succeed or be able to satisfy requirements of OTC Markets Group. Following the completion of this Offering, the Company intends for our Common Stock to be quoted over-the-counter. To do so, the Company must meet certain requirements of OTC Markets Group. If the Company does not meet those requirements, investors may experience reduced liquidity of their securities.

The Company's stock price may be volatile. The market price of the Company's Common Stock is likely to be highly volatile and could fluctuate widely in price in response to various factors, many of which are beyond the Company's control, including the following:

- Changes to the autocycle industry, including demand and regulations;
- The Company may not be able to compete successfully against current and future competitors;
- Competitive pricing pressures;
- The Company's ability to obtain working capital financing;
- Additions or departures of key personnel;
- Sales of the Company's Common Stock;
- The Company's ability to execute the business plan;

- Operating results that fall below expectations;
- Loss of any strategic relationship;
- Regulatory developments; and
- Economic and other external factors.

In addition, the securities markets have from time to time experienced significant price and volume fluctuations that are unrelated to the operating performance of particular companies. These market fluctuations may also materially and adversely affect the market price of the Company's Common Stock. As a result, you may be unable to resell your shares at a desired price.

The Company has not yet finalized its internal controls policies and procedures over financial reporting. The Company is in the process of designing and implementing the internal control over financial reporting required to comply with this obligation, which process may be time consuming, costly, and complicated. If the Company identifies material weaknesses in its internal control over financial reporting, if it is unable to comply with the requirements of Section 404 of the Sarbanes-Oxley Act in a timely manner, if it is unable to assert that its internal controls over financial reporting are effective, or if, when required, the Company's independent registered public accounting firm is unable to express an opinion as to the effectiveness of the internal control over financial reporting, if and when required, investors may lose confidence in the accuracy and completeness of the Company's financial reports and the market price of the Common Stock could be negatively affected. Additionally, the Company could become subject to investigations by the SEC, or other regulatory authorities, which could require additional financial and management resources.

If the Company's Common Stock becomes subject to the penny stock rules, it would become more difficult to trade the Common Stock. The SEC has adopted rules that regulate broker-dealer practices in connection with transactions in penny stocks. Penny stocks are generally equity securities with a price of less than $5.00, other than securities registered on certain national securities exchanges or authorized for quotation on certain automated quotation systems, provided that current price and volume information with respect to transactions in such securities is provided by the exchange or system. If the price of the Company's Common Stock is less than $5.00, the Common Stock will be deemed a penny stock. The penny stock rules require a broker-dealer, before a transaction in a penny stock not otherwise exempt from those rules, to deliver a standardized risk disclosure document containing specified information. In addition, the penny stock rules require that before effecting any transaction in a penny stock not otherwise exempt from those rules, a broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive (i) the purchaser's written acknowledgment of the receipt of a risk disclosure statement; (ii) a written agreement to transactions involving penny stocks; and (iii) a signed and dated copy of a written suitability statement. These disclosure requirements may have the effect of reducing the trading activity in the secondary market for our common stock, and therefore stockholders may have difficulty selling their shares.

FINRA sales practice requirements may limit your ability to buy and sell the Company's Common Stock. In addition to the "penny stock" rules described above, the Financial Industry Regulatory Authority, or FINRA, has adopted rules that require that in recommending an investment to a customer, a broker-dealer must have reasonable grounds for believing that the investment is suitable for that customer. Prior to recommending speculative, low-priced securities to their non-institutional customers, broker-dealers must make reasonable efforts to obtain information about the customer's financial status, tax status, investment objectives and other information. The FINRA requirements may make it more difficult for broker-dealers to recommend that their customers buy the Company's Common Stock, which may have the effect of reducing the level of trading activity in the Common Stock. As a result, fewer broker-dealers may be willing to make a market in the Company's Common Stock, reducing your ability to resell shares of the Common Stock. This risk is compounded by the fact that, as a non-exchange listed company, the Company is unlikely to be the subject of independent investment analysis.

The Company will incur increased costs as a result of operating as a Regulation A reporting company. The Company is currently subject to the ongoing reporting requirements under Regulation A, including the requirement of issuing annual report, semi-annual reports, and current reports of material changes to the Company's operations. These reporting requirements will increase the Company's legal and financial compliance costs and will make some activities more time-consuming and costly. For example, the Company expects that these rules and regulations may make it more difficult and more expensive to obtain directors' and officers' liability insurance, which could make it more difficult for to attract and retain qualified members of the Company's board of directors. The Company cannot predict or estimate the amount of additional costs it will incur as a Regulation A reporting company or the timing of such costs.

The Company may never make dividend payments to holders of its Common Stock. The Company has never made a dividend payment to holders of its Common Stock and it may never make such a dividend payment. However, if the Company makes any dividend payment to holders of its Common Stock it must do do out of the funds of the Company legally available for distribution as dividends. This includes the net profits of the Company or surplus funds held as cash in a deposit account of the Company. Distributions are not allowed in the event those distributions result in the Company being unable to make payment on its current liabilities or will result in the Company becoming insolvent. Currently, the Company has no funds available for dividend payments, and may never generate net profits or surplus funds to make such dividend payments.

THE COMPANY'S BUSINESS

Basic Information about the Company and Overview

Campagna Motors USA, Inc. is a recently formed Delaware C Corporation that is under common beneficial ownership to CIRBIN, Inc., a Québec, Canada based company that manufactures and sells Campagna Motors branded vehicles. It is intended that Campagna Motors USA, Inc. will be responsible for marketing, logistics, and sales of Campagna Motors branded vehicles in the United States developed by Campagna Motors Canada, and will undertake some of its own product development that it will sell on a worldwide basis. Sales of Campagna Motors branded vehicles are currently made under the terms of a distribution agreement entered into between the Company and Campagna Motors Canada. It is anticipated that a licensing agreement will be entered into following the date of this Offering Circular for exclusive use by the Company of Campagna Motors Canada's trademarks and intellectual property in the development of a new product that it will own and have rights to distribute on a worldwide basis.

Campagna Motors was founded by Daniel Campagna in 1988. Mr. Campagna was a mechanic for Mr. Gilles Villeneuve, a Formula 1 driver in the late 1970s. He began to design and build vehicles that were fun to drive and provided the performance that a racer was seeking. Mr. Campagna personally designed and handcrafted the first T-REX vehicle. By 1995 the T-REX was no longer handcrafted by Mr. Campagna himself and was factory produced.

In 2008, André Morissette and David Neault, through CIRBIN, Inc., purchased the assets of the entity then operating as Campagna Motors, T-Rex Vehicules Inc. CIRBIN, Inc. then began doing business as Campagna Motors Canada. CIRBIN, Inc. had been developing the V13R since 2006, prior to its acquiring the assets of T-Rex Vehicles Inc.

Principal Products

Since 1988, Campagna Motors has produced street legal, three-wheel, side by side seating, high performance recreational vehicles. Campagna Motors branded vehicles have been available for sale in the United States since 2001. Since then, over 450 vehicles have been sold into the US, with 82 being sold in 2016 and 2017. Campagna Motors branded vehicles are not three-wheel motorcycles. The configuration of Campagna Motors branded vehicles, with two wheels in the front with one in back, provides greater stability for drivers than the opposite configuration. This type of vehicle is often referred to as a reverse-trike or an autocycle.

With autocycles, the driver sits in a seat and uses a steering wheel. There are no handlebars and drivers do not straddle the vehicle. Autocycles share other characteristics with passenger cars, including acceleration and braking pedals, and seatbelts.

The principal product produced by Campagna Motors Canada, and to be sold by Campagna Motors USA, is the T-REX, which has been in production since 1995. The T-REX features an in-line 6-cylinder engine, delivering 160 horse power and acceleration of 0 to 100 km/h in 3.9 seconds, with a top speed over 155 mph. The engine is currently sourced from BMW. The combination of performance, design, and features, make the T-REX a fun and exciting drive. The T-REX comes in two editions, the T-REX 16S and T-REX 16SP. The two editions have retail prices of approximately $58,000 and $64,000, respectively.

The T-REX also includes premium features, such as marine-grade waterproof seats, and quality sound systems.

2017 T-REX 16S

2017 T-REX 16SP

The V13R is advertised as an “American Muscle Trike” and has been in production since 2011. It is a two-seat, three wheeled motor vehicle with 122 horse power, with its engine sourced from Harley Davidson. The V13R’s retail price is approximately $54,000.

2017 V13R

Campagna Motors USA is currently developing a lower-priced, entry level model that will share the driving characteristics and design of the T-REX, but will feature a retail price of approximately $30,000. Campagna Motors USA believes that it will be able to have the new model in production within the next three years. The new model is currently being developed in facilities operated by Campagna Motors Canada. However, all rights associated with the vehicle will be owned by Campagna Motors USA, including any derivatives or improvements in the intellectual property that will be licensed from Campagna Motors Canada. Additionally, production of the final product will be done by Campagna Motors USA. The Company anticipates that it will have manufacturing facilities in place in the US by the end of 2019 to be able to start production of the new, entry level model.

Campagna Motors Canada is developing additional vehicles and variations that the Company believes will help bring greater awareness to the Campagna Motors brand. The development projects include a right-hand drive version of the T-REX, estimated to be available starting in early 2018, and a pre-production prototype electric drive version of the T-REX. Campagna Motors Canada intends to showcase the prototype to validate the product and market opportunity. Campagna Motors Canada cannot guarantee that the electric drive T-REX will be in production in the near future and therefore available for sale by Campagna Motors USA.

Along with direct sales, the Company also intends to make leasing of Campagna Motors branded vehicles available to customers. Leasing will provide another means to make the vehicles accessible to more people through lower upfront costs to customers, and sales of vehicles following the expiration of any lease. Additionally, as we intent to offering leases that range from 24 to 60 months, this financial option may draw customers desiring to have an always current model of vehicle, such as business executives that may be able to expense the lease through their companies.

Other potential sources of revenue for the Company include distributing parts and servicing Campagna Motors branded vehicles as well as revenues from rentals of Campagna Motors branded vehicles. Vehicles rental is expected to be both a revenue generating business in the form of daily rental fees, as well as a way to offer the driving experience of Campagna Motors branded vehicles to support the sale of vehicles. The Company intends that every corporate store will have sufficient inventory for vehicle rentals. This inventory may also consist of vehicles which have recently been leased.

Applicable Regulations

Under current regulators, Campagna Motors branded vehicles are regulated by the National Highway Traffic Safety Administration (“NHTSA”) as motorcycles. The NHTSA has proposed, as part of its Regulatory Agenda to create a new classification for autocycles. The proposal for action has been on the agenda since Fall 2012; proposed or final rules have yet been released. Campagna Motors USA believes that these regulatory changes may have a positive impact on its business as the vehicles produced by Campagna Motors Canada already meet the more stringent guidelines for autocycles, referred to as Three Wheels Vehicles, under Canadian regulations.

Distribution Agreement

The Company markets and sells the existing Campagna Motors branded vehicles (T-REX and V13R) under the terms of the distribution agreement it has entered into with Campagna Motors Canada. The distribution agreement covers, among other terms, the discount at which Campagna Motors USA will acquire vehicles and inventory from Campagna Motors Canada, ordering procedure for vehicles, and use of Campagna Motors trademarks for the purpose of marketing the existing Campagna Motors branded vehicles. The distribution agreement also provides for Campagna Motors USA being the exclusive importer and distributor of Campagna Motors branded vehicles in the US.

The distribution agreement between the Company and Campagna Motors Canada includes three provisions for termination of the agreement. The first requires breach of the agreement, the second would be in the event of the cessation of business of either company, and the third is at the sole discretion of Campagna Motors Canada if it decides to discontinue sales into the US. In the event that Campagna Motors Canada chooses to discontinue sales into the US, the Company would not be able to sell any Campagna Motors branded vehicles and operations would be materially imperiled.

License Agreement

Following the close of this Offering, the Company intends to enter into a perpetual worldwide license agreement that will cover the use of the intellectual property of Campagna Motors (which is owned by 9158-7147 Quebec Inc., a holding company wholly owned by André Morissette), for the production and marketing of the lower-priced Campagna Motors branded vehicle. The Company anticipates entering into this agreement in the fourth quarter of 2017. Under that agreement, the Company will be obligated to pay Campagna Motors Canada an up-front fee of $500,000. Each year thereafter, the Company will pay a fee of 3% of the Company's gross sales, but no less than $250,000, until the Company has paid a total of $2.0 million to Campagna Motors Canada (i.e., $500,000 up-front fee, and $1.5 million in subsequent payments). Additional terms, such as termination of the agreement, have not been finalized.

Market

Market assessments for autocycles and trikes includes recreational performance vehicles, like the Campagna Motors T-REX and V13R, heavyweight cruisers, like the Harley-Davidson Tri Glide, and economy vehicles, like the Toyota i-Road and Elio Motors. The Company believes that this industry segment is set for growth in the coming years based on a few key factors, most notably the rising number of baby boomers looking for convenience and greater stability afforded by a three-wheel vehicle compared to traditional motorcycles. Additionally, the development of powerful and high-performance vehicles, like Campagna Motors branded vehicles, is attracting younger generations as well.

This assessment is supported by a 2016 report on the global trike and autocycle market for 2016 through 2020, published by Technavio, a market research company. [1] According to that report, the global trike and autocycle will grow at a compound annual growth rate of approximately 13 percent by 2020. Further, during 2015, North America accounted for approximately 61 percent of the total market share of the global trike market and is expected to continue to be the largest regional market for the global trike market.

The Company believes it is in a strong position to take advantage of these trends in the nascent autocycle market. Campagna Motors Canada has carved out a space for itself by manufacturing and selling advanced, high-performance recreational vehicles. The Company believes it will be able to leverage the brand development by Campagna Motors Canada to expand in the US market.

Campagna Motors Canada research indicates that the typical buyer for the T-REX is a man between the ages of 30 and 55 years old. He has disposable income for luxury items and wants a sports car experience that will generate attention wherever he goes. The T-REX would typically be his third or fourth vehicle. For the V13R, the typical buyer is a bit older, generally 45 to 65 years old. He is attracted to the Harley Davidson brand and enjoys cruising with other Harley Davidson motorcycle owners.

The Company believes it is operating in a growing market space for those buyers identified in Campagna Motors Canada's research for three main reasons: side by side seating, an aging population, and the stability of three-wheel vehicles. It is the Company's belief that some motorcycle owners are looking for a recreational vehicle that allows for their passenger to be seated beside them, rather than behind. The side by side seating configuration provides a more comfortable position to allow conversations between driver and passenger.

Additionally, as they get older, the Company understands that motorcycle owners feel less and less secure driving a motorcycle but do not want to let go of the pleasure and feeling of riding an open-air vehicle. A three-wheeled vehicle, like a Campagna Motors branded vehicle, allows those motorcycle owners to continue to enjoy their passion or hobby.

Finally, the Company believes there are drivers of four-wheel cars who would be interested in purchasing a pleasure vehicle like a motorcycle, but for their concerns about stability. A properly engineered three-wheeled vehicle can be as stable as four-wheel vehicle and be of interest to those purchasers.

[1] *Global Trike Market 2016-2020* , Technavio, July 2016 .

Marketing/Business Development

Campagna Motors Canada has previously utilized a mix of organized advertising through reviews by popular automotive online magazines as well as celebrity endorsements and public appearances with Campagna Motors vehicles. The Company intends to continue to use this type of marketing as well. For instance, Campagna Motors branded vehicles have been reviewed on popular sites like *Jay Leno's Garage* , *Autoblog* , *BBC Autos* , and *Motorcyclist* . Campagna Motors branded vehicles have also been driven by celebrities like Antwaan Randle El, the Black Eyed Peas, Justin Bieber, Danica Patrick, and Criss Angel.

The Company also intends to drive sales of its products by allowing potential purchasers to see and experience Campagna Motors branded vehicles in person. To do this, the Company intends to operate approximately 40 corporate stores in high-visibility cities, in states like New York, Texas, California, Nevada, Arizona, and Florida, across the United States. These corporate stores will be directly operated by the Company or through partnerships between the Company and existing third-party dealerships and act as showrooms for the vehicles, service centers for vehicles that have been purchased or leased by customers, and rental facilities for customers interested in trying out the vehicles. Additionally, the Company intends to oversee a network of sixty to eighty franchisee dealerships currently in the car or powersport industry. These franchisees will also participate in sales, leasing, service, and rentals.

The Company also intends to implement an owner's group and social-network for Campagna Motors branded vehicle owners. Campagna Motors Canada will be involved in the creation of this social-network by defining the rules, which Campagna Motors USA will implement. The Company believes that such a network will help customers maximize their experience owning a Campagna Motors branded vehicle and will encourage others to purchase vehicles as well.

Competition

The market research company Technavio, identifies Campagna Motors Canada as one of the four top companies in the global autocycle and trike market, along with Harley-Davidson, Inc., Bombardier Recreational Products, Inc., and Polaris Industries, Inc. This identification as a top company is based on the appeal and uniqueness of the T-REX and V13R, which will be sold by Campagna Motors USA in the US market. Neither Campagna Motors USA nor Campagna Motors Canada commissioned the market study by Technavio.

When focusing on recreational performance vehicles, Campagna Motors branded vehicles face competition in the marketplace from other vehicles built by more established companies. The competitor vehicles include both three-wheel and four-wheel products. In the three-wheel vehicle market, Campagna Motors' primary competition is the Slingshot, built by Polaris Industries Inc. Polaris introduced the Slingshot to consumers in 2014 and reported strong sales that outpaced expectations as of Polaris' public report on October 21, 2015. Campagna Motors USA believes that the T-REX, V13R, and lower priced model in development can compete with and are substantially different from the Slingshot because of Campagna Motors vehicles' utilization of high-tech materials and high-quality, lightweight components; creating lighter product with more power, matched with exclusive design and performance.

As identified above with more details to follow, Campagna Motors USA is currently developing an entry-level vehicle, that will feature a price-point of approximately $30,000. The Company believes that this vehicle, when in production, will favorably compete in the marketplace with the Polaris Slingshot and will allow the Company to reach additional customers excited by the Campagna Motors brand.

Campagna Motors branded vehicles will continue to face competition in the four-wheel vehicle market as well. Competitors here include the Elise and Exige by Lotus Cars Limited, as well as the Atom by Ariel Motor Company, and X-Bow by KTM-Sportmotocycle AG. Campagna Motors vehicles distinguish themselves from the Atom and X-Bow due to the fact that the vehicles are street legal in the United States, subject to proper licensing for drivers. Compared to the Elise and Exige, Campagna Motors USA believes that many drivers will also find its products to be a more enjoyable recreational vehicle for, among other things, the open-air experience that they provide, which is more akin to a motorcycle like experience.

Product Development

Campagna Motors USA is currently developing a lower-priced vehicle it believes will be attractive to the US market. The planned vehicle that will offer many similarities to its T-REX, but at a retail price of approximately $30,000. This compares to the T-REX's retail price of $58,000 to $64,000. Campagna Motors USA anticipates that this model will be available within three years.

Campagna Motors Canada is currently developing a version of the T-REX vehicle that is fully-electric. This vehicle is currently in prototype stage. When this vehicle is ready for production, which is not certain, it would be distributed and sold in the United States by Campagna Motors USA.

Employees

Campagna Motors USA currently has few employees, comprising the management team of André Morissette and senior staff from Campagna Motors Canada who report to André Morissette. By mid-2018, after the completion of this Offering, the Company intends to hire executive officers to replace André Morissette. No executive officers have yet been identified. Additionally, in the coming 12-months, the Company intends to expand its employee count by adding sales personnel. The number of additional personnel will depend on the success of this Offering and subsequent use of proceeds.

Campagna Motors Canada personnel will provide support to Campagna Motors USA in certain functional areas including customer service, aftersales service, and all central marketing and administrative functions as well as product development.

Intellectual Property

Intellectual property related to the Campagna Motors brand is held by 9158-7147 Quebec Inc., a holding company that is 100 percent beneficially owned by André Morissette. 9158-7147 Quebec Inc. has secured trademark protection in the United States and Canada for Campagna Motors vehicle brands. Additionally, 9158-7147 Quebec Inc. has received patent protection for the design of certain vehicle components from the Canadian Intellectual Property Office. An identical application has been filed with the United States Patent and Trademark Office. The Company anticipates that this patent will be granted within the next few months.

Campagna Motors USA intends to enter into a licensing agreement for the perpetual use of the marks owned by 9158-7147 Quebec Inc. and for the use of any patented design elements used in the design of its lower-priced vehicle. Campagna Motors USA will own the intellectual property it develops as part of the effort to bring the lower-priced vehicle to market, including any derivative or improvements in intellectual property of Campagna Motors Canada and 9158-7147 Quebec Inc.

TRADEMARKS

Title	Country	Application No. / Filing date	Registration No. / Registration date	Status	Owner
T-REX	United States	85411876 / August 31, 2011	4157017 / June 12, 2012	Registered	9158-7147 Quebec Inc.
V13R	United States	85411883 / August 31, 2011	4182178 / July 31, 2012	Registered	9158-7147 Quebec Inc.
CAMPAGNA	United States	85411888 / August 31, 2011	4185367 / August 7, 2012	Registered	9158-7147 Quebec Inc.
P & DESIGN	Canada	1679197 /May 30, 2014		Published	9158-7147 Quebec Inc.
P & DESIGN	United States	86321657 / June 26, 2014		Pending	9158-7147 Quebec Inc.
T-REX & DESIGN	Canada	1692419 / September 4, 2014	TMA 929,585 / February 22, 2016	Registered	9158-7147 Quebec Inc.

PATENTS

Title	Country	Application No. / Filing date	Registration No. / Registration date	Status	Owner
FUEL TANK, RADIATOR, PEDAL BOX ASSEMBLY, REVERSE TRANSMISSION SYSTEM AND ELECTRIC CONTROL MODULE FOR VEHICLES	Canada	CA 2014/000120 / February 18, 2014	CA 2901648 / May 24, 2016	Issued	9158-7147 Quebec Inc.
FUEL TANK, RADIATOR, PEDAL BOX ASSEMBLY, REVERSE TRANSMISSION SYSTEM AND ELECTRIC CONTROL MODULE FOR VEHICLES	United States	14/768528 / February 18, 2014		Published Application	9158-7147 Quebec Inc.

Legal Proceedings

The Company is not currently involved in any legal proceedings.

DILUTION

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

Immediate dilution

An early-stage corporation 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 a 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.

The following table compares the price that new investors are paying for their shares with the effective cash price paid, or to be paid, by existing shareholders, at a price of $7.00 per share. The table presents shares and the weighted effective price by series of shares issued since inception and reflects a reverse split of eight and one third shares for one effected as of December 5, 2017 following approval by the Board of Directors and stockholders.

	Year Issued	Issued Shares	Effective Cash Price Per Share at Issuance
Common stock (issued to founders)	2016	4,000,000	$ 0.0001
Total shares outstanding		4,000,000	$ 0.0001
Common stock (investors in the offering, assuming $14 million raised		2,000,000	$ 7.00
Total after inclusion of this offering		6,000,000	$ 2.33

The following table demonstrates the dilution that new investors will experience upon investment in the Company. This table uses the Company's tangible net book value as of December 31, 2016 of $(286,184), which is derived from the net equity of the Company in the year end December 31, 2016 financial statements. The offering costs assumed include the reimbursement of $448,000 to Campagna Motors Canada advanced to cover professional fees for formation of the Company and this Offering, as well as technology, and marketing expenses related to this Offering. The table presents four scenarios: a raise of $3,500,000, $7,000,000, $10,500,000, and a fully subscribed offering of $14,000,000.

	$3.5 Million Raise	$7 Million Raise	$10.5 Million Raise	$14 Million Raise
Price per share	$ 7.00	$ 7.00	$ 7.00	$ 7.00
Shares issued	500,000	1,000,000	1,500,000	2,000,000
Capital raised	$ 3,500,000	$ 7,000,000	$ 10,500,000	$ 14,000,000
Less: offering commissions	$ (245,000)	$ (490,000)	$ (735,000)	$ (980,000)
Less: offering costs	$ (488,000)	$ (563,000)	$ (688,000)	$ (813,000)
Net offering proceeds	$ 2,767,000	$ 5,947,000	$ 9,077,000	$ 12,207,000
Net tangible book value pre-financing	$ (286,184)	$ (286,184)	$ (286,184)	$ (286,184)
Net tangible book value post-financing	$ 2,480,816	$ 5,660,816	$ 8,790,816	$ 11,920,816
Shares issued and outstanding pre-financing at inception	4,000,000	4,000,000	4,000,000	4,000,000
Post-financing shares issued and outstanding	4,500,000	5,000,000	5,500,000	6,000,000
Net tangible book value per share prior to offering	$ (0.07)	$ (0.07)	$ (0.07)	$ (0.07)
Increase/(Decrease) per share attributable to new Investors	$ 0.63	$ 1.21	$ 1.68	$ 2.07
Net tangible book value per share after offering	$ 0.55	$ 1.13	$ 1.60	$ 1.99
Dilution per share to new investors ($)	$ (6.45)	$ (5.87)	$ (5.40)	$ (5.01)
Dilution per share to new investors (%)	-92.12%	-83.83%	-77.17%	-71.62%

Future dilution

Another important way of looking at dilution is the dilution that happens due to future actions by a company. The investor's stake in a company could be diluted due to the company issuing additional shares. In other words, when a company issues more shares, the percentage of that 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 securities offering (such as an initial public offering, a venture capital round, angel investment, etc.), employees exercising options, or by conversion of certain instruments (e.g. convertible bonds, preferred shares or warrants) into shares.

If a 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 a 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 occurs when a 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 per 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 the amount of convertible notes that the Company 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.

USE OF PROCEEDS TO ISSUER

The net proceeds of a fully subscribed offering to the Company, after total offering expenses and expenses the Company anticipates it will spend to market the Offering, will be approximately $12.2 million, depending on the final technology and marketing expenses. Because the Offering is being made on a “best efforts” basis, without a minimum offering amount, Campagna Motors USA may close the Offering without sufficient funds for all the intended purposes set out below. Campagna Motors USA plans to use these proceeds approximately as follows:

USE	$3.5 Million Raised	$7 Million Raised	$10.5 Million Raised	$14 Million Raised
Commissions paid to broker-dealer	$0.245 million	$0.490 million	$0.735 million	$0.980 million
Reimbursement of Campagna Motors Canada for expenses incurred for formation of Campagna Motors USA and expenses incurred in support of this Offering	$0.448 million	$0.448 million	$0.448 million	$0.448 million
Acquisition, outfitting and operation of headquarters with fixtures, and equipment	$0.075 million	$0.097 million	$0.133 million	$0.133 million
Acquisition, outfitting and operation of corporate stores with fixtures, and equipment	$0.36 million	$1.025 million	$1.675 million	$1.675 million
Inventory build-up for stores	$0.30 million	$0.90 million	$1.50 million	$1.50 million
Product development on new, lower-cost vehicle	$1.0 million	$2.0 million	$3.0 million	$3.0 million
Salaries for Campagna Motors USA executive officers and corporate staff	$0.30 million	$0.60 million	$0.90 million	$0.90 million
Marketing expenses	$0.20 million	$0.60 million	$1.0 million	$1.0 million
License fee to Campagna Motors Canada	$0.50 million	$0.50 million	$0.50 million	$0.50 million
Technology and marketing expenses related to this Offering	$0.040 million	$0.115 million	$0.24 million	$0.365 million
Working capital	$0.032 million	$0.225 million	$0.369 million	$1.499 million

As identified above, the Company intends to scale its activities based on the amount of funds raised in this Offering. The identified values above reflect the creation of approximately 1, 3, 5, and 7 Campagna Motors USA corporate stores.

The above description of the anticipated use of proceeds is not binding on the Company and is merely description of its current intentions. **Campagna Motors USA reserve the right to change the above use of proceeds if management believes it is in the best interests of the Company.**

THE COMPANY'S PROPERTY

Campagna Motors USA currently does not own or lease any significant properties. In July 2017, the Company signed a lease agreement for an office space with warehousing capabilities at 100 Walnut St., Suite 34, Champlain, NY 12919. This lease provides the Company with the capacity to have flexible warehousing capabilities and a permanent office.

Additionally, Campagna Motors USA intends to rent a series of showrooms that will serve as its corporate stores. Store size and required facilities will vary based on real estate availability. If there is a fully subscribed offering, the Company intends to operate 5 corporate stores in the United States. To expand beyond 5 stores, the company will need to raise additional capital unless revenue supports additional stores.

The Company does not currently own or operate its own manufacturing facility. In order to acquire its inventory of T-REX and V13R vehicles for sale, the Company relies on the production capacity of Campagna Motors Canada. In 2008, Campagna Motors Canada completed its assembly facility in Boucherville, Québec. The facility provides for a scalable and flexible assembly line in which different models may be assembled on the same line. Production capacity is approximately 1,000 vehicles per year per shift.

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

The following discussion of the Company's financial condition and results of operations should be read in conjunction with its financial statements and the related notes included in this Offering Circular. The following discussion contains forward-looking statements that reflect the Company's plans, estimates, and beliefs. The Company's actual results could differ materially from those discussed in the forward-looking statements.

Results of Operations

Campagna Motors USA, Inc. is a newly formed Delaware corporation that has begun implementing its planned principal operations in 2017. For instance, the Company has entered into a lease agreement for office and warehousing space in Champlain, New York and has signed a dealer agreement with HGreg Luxury of Pompano Beach, Florida. Additionally, the Company has begun recognizing revenue on the sale of vehicles.

For the period ended June 30, 2017, the Company generated revenues of $423,922 on the sale of vehicles. The cost of revenues on these sales was $372,489, generating a gross profit of $51,433. The cost of revenues included materials and shipping for the vehicles. The Company anticipates improving margins from the 12.1% as of June 30, 2017 by increasing the price at the point of sale to the end customer and purchasing from Campagna Motors Canada at a better negotiated rate.

Offsetting the Company's gross profits were expenses of $66,065. The majority of those expenses, approximately $41,000 consisted of professional fees to support the business launch. An additional approximately $21,000 was spent on marketing expenses, with $19,000 spent on exhibition expenses, including appearances at Miami Art Basel in January, the Chicago Auto Show in February, and Daytona Bike Week in March 2017.

As a result, as of June 30, 2017, the Company experienced a net loss of $49,132.

Liquidity and Capital Resources

As of June 30, 2017, the Company's current assets consisted of $403,776, of which cash was $32,330, inventory was $183,100, customer deposits was $186,615, and prepaid expenses were $1,731. In comparison, as of December 31, 2016, the Company's assets consist of a nominal amount of cash and prepaid expenses of $3,462.

Between December 31, 2016 and June 30, 2017, the current liabilities of the Company have increased from $289,831 to $739,092. The Company has incurred an obligation to reimburse Campagna Motors Canada for expenses incurred on behalf of Campagna Motors USA for formation of the Company and in connection with legal, marketing, and accounting fees associated with securities offerings of the Company. As of June 30, 2017, the amount owed to Campagna Motors Canada consisted of $307,216 plus accrued interest of $43,772 related to the note, an increase of approximately $27,000 in principal owed and $44,000 in interest for a total repayment obligation of $350,988. Under the terms of the agreement with Campagna Motors Canada, the Company may borrow up to $400,000. If the Company borrows the full amount of $400,000, it will have a repayment obligation of $448,000. From June 30, 2017 to October 31, 2017, the Company has not been required to borrow additional funds from Campagna Motors Canada, and after additional interest accruing, the total amount owed under the loan as of October 31, 2017 stands at $352,017.

Additionally, between December 31, 2016 and June 30, 2017, the Company recorded $369,700 in accounts payable, which includes $302,400 owed to 9158-7147 Quebec Inc. a related entity controlled by André Morissette, for advances to purchase vehicles to be later sold to end consumers. This advance will be repaid upon sale of the vehicles acquired with the advanced funds and is still outstanding as of October 31, 2017.

To finance its operations, the Company is pursuing financing from this offering of securities under Regulation A, private raises through a registered investment adviser, and drawing on a loan agreement made with Campagna Motors Canada.

The Company's offering statement under Regulation A for up to $50 million was qualified by the Securities and Exchange Commission on June 30, 2017. No sales of securities have been made under Regulation A prior to the date of this Amendment. This Post Qualification Amendment on Form 1-A reduces the offering amount to $14 million.

On October 25, 2016, to fund operations, the Company entered into a note agreement with an entity with common shareholders and management as the Company. Under the terms of the agreement, the Company can borrow up to $400,000. In addition, the note incurs interest at 12% per annum. The note is payable in 12 equal monthly payments of $37,333 commencing on January 1, 2017 (amended, see below). As of June 30, 2017, the related entity had incurred approximately $281,000 on behalf of the Company. In addition, the Company recorded accrued interest of $9,272 related to the note. On December 31, 2016, these expenditures were either expensed or classified as prepaid expenses depending on whether or not there was a future benefit. Subsequent to December 31, 2016, the holder revised the note to be due and payable upon 30 days of a successful funding round or at any date prior that is mutually agreed to by the Company and the related party.

Should it be required, the Company may rely on additional advances from Campagna Motors Canada to support its operations under the same loan agreement for which the Company will reimburse Campagna Motors Canada. The Company does not expect that it will require additional support from Campagna Motors Canada following this Offering. The Company intends to scale its operations so that the proceeds of this Offering will be sufficient to execute its business operations. See “Use of Proceeds” above for additional information.

Plan of Operations

Since the initial filings for the Company’s Offering Statement on the Form 1-A, the Company has established a US headquarters providing office and warehousing space for parts and inventory. Following the closing on funds in this Offering, the Company anticipates entering into the license agreement with Campagna Motors Canada. Under the license agreement, Campagna Motors USA will be obligated to pay to Campagna Motors Canada an up-front fee of $500,000 and annual payments of 3% of the gross sales of the Company, but no less than $250,000, until $2.0 million has been paid to Campagna Motors Canada. In return Campagna Motors USA will receive a perpetual license for the use of trademarks, patents, and other intellectual property required to develop and sell the new entry level vehicle under development.

The Company has begun engaging dealerships to provide for the sale, service, and rental and all other services related to the existing Campagna Motors branded vehicles, the T-REX and V13R. Over the 12 months after the closing of this Offering, the Company anticipates enrolling up 5 independent franchise dealerships, with a goal of 2 to 3 franchise relationships within the first six months after the close of this Offering under Regulation A. The success of the Company in this Offering will impact the number of franchise dealerships the Company will be able to enroll due to the Offering's impact on the Company's marketing efforts, and funds available to hire additional sales personnel. The Company anticipates that in the event of a $10.5 million raise, a $7.0 million raise, and $3.5 million raise, the Company will be able to enroll 3, 2, and 1 franchise dealerships in the first 12 months, respectively. To expand beyond these franchise store figures, the Company will require raising additional capital, or generate sufficient revenues to be able to expand its franchise outreach. For this purpose, the Company has engaged a registered investment adviser to assist the Company in reaching accredited and institutional investors. Should the Company raise an aggregate amount of $50 million from investors over the next 12 months, the Company aims to enroll 20 independent franchise dealerships, with a goal of 10 to 15 franchise relationships within the first six months after receiving investments of $50 million.

The Company will continue to explore dealer relationships in suitable markets and, following the receipt of funds from this Offering, will begin to open corporate stores in US cities. The Company anticipates opening its first store within the first six months following the closing of this Offering under Regulation A. The number of stores opened in the next 12 to 36 months will depend on the amount raised in this Offering. If there is a fully subscribed offering, the Company expects to open approximately 5 such stores at a cost of $1.675 million. This figure includes the anticipated costs associated with the act of selecting, and leasing locations, acquiring store equipment and furnishings, as well as utility expenses. In order to outfit each store with demonstration and rental vehicles, the Company anticipates additional costs of $1.5 million across 5 corporate stores. The number of corporate stores opened will be based on Offering proceeds and be lower if the Company does not achieve a fully subscribed offering. As identified in the "Use of Proceeds", the Company anticipates opening 5 corporate stores in the event of raising $10.5 million, 3 corporate stores in the event of raising $7.0 million, and 1 corporate store in the event of raising $3.5 million. Under those scenarios, we anticipate costs of $1.675 million, $1.025 million, and $360 thousand for the selecting and leasing, and opening of locations in the next 12 to 36 months, as well as an additional $1.5 million, $900 thousand, and $300 thousand for inventory of demonstration and rental vehicles. As noted above, the Company intends to open more than 5 corporate stores. To do so in the next 12 months will require additional capital contributions from accredited and institutional investors or sufficient revenues that can be put to use to open additional stores. In the event the Company raised an aggregate amount of $50 million from investors over the next 12 months, it intends to open approximately 40 corporate stores that will within 36 months.

Additionally, in the first 12 months following the qualification of this Offering, the Company will continue to engage in development of its lower-priced Campagna Motors branded vehicle. The Company does not anticipate that the vehicle will be available in these first 12 months. Rather, the Company anticipates a development timeline that will have the vehicle available for purchase in the next three years after this Offering. The development timeline is not a firm timeline and may be affected by factors within and outside of the Company's control. For instance, the Company will be required to negotiate with third-party manufacturers for vehicle components. The Company, along with Campagna Motors Canada, is currently in discussions with engine manufacturers to supply engines for both the new, lower-priced model produced by Campagna Motors USA and the V13R produced by Campagna Motors Canada. The Company anticipates it will spend approximately $10,000 in legal fees negotiating a final contract with an engine manufacturer and that a final contract will be in place by the first quarter 2018. This cost will be allocated between both Campagna Motors USA and Campagna Motors Canada.

As identified in the "Use of Proceeds" the amount available for development of the new vehicle will be affected by the amount the Company is able to raise in this Offering. In the event of a $14 million, $10.5 million, $7 million, and $3.5 million raise, the Company anticipates deploying $5.0 million, $3.0 million, $2.0 million, and $1.0 million to development of the new vehicle. The Company anticipates that total development costs may reach approximately $10 million, requiring additional investment from accredited investors in addition to this Offering under Regulation A. If the Company is unable to receive sufficient investment across this Offering and offerings to accredited investors, it may experience delays in the development of the new vehicle.

Under the distribution agreement, the Company will acquire its inventory of T-REX and V13R Campagna Motors branded vehicles from Campagna Motors Canada at discount of 20% to 25% off of the retail price of the vehicles. The distribution agreement does not apply to sales of the lower-priced vehicle under development which Campagna Motors USA will own all rights to. Inventory of approximately six vehicles per corporate store is expected to be acquired by the Company. These vehicles will be used for demonstrations and rentals as each store with additional inventory being acquired to meet sales demand.

The Company anticipates it will begin actively marketing in Winter 2017-2018 as this Offering progresses. The exact timing will depend on the availability of funds received in this Offering.

The Company intends to adjust its business plan and proposed operations in relation to the amount raised in this Offering so that the proceeds from the offering will satisfy its cash requirements. In the course of its future operations, the Company will consider advantageous merger or acquisition scenarios as they present themselves. The Company does not have any current plans to effect a merger or acquisition and does not intend to use the proceeds from this Offering to undertake such efforts.

In order to execute the business plan, the Company intends to bring on a dedicated management team, allowing André Morissette to return to solely managing Campagna Motors Canada. The Company intends to have a suitable management team in place by mid-2018, however, it has not yet identified any persons for its senior management positions. The Company accounts for salary expense for new executive management in the Use of Proceeds for this Offering.

Trend Information

The Company is aware that independent research produced by Technavio identifies that the global trike and autocycle market is expected to grow at a compound annual growth rate of approximately 13 percent from 2015 to 2020, with North America being the largest market for these vehicles.

When analyzing internet traffic trends from January 1, 2016 to November 27, 2017, the Company finds that 84% of website visitors are located in the United States. The top five states in which website visitors are located are Texas, California, New York, Florida, and Illinois. More than 65% of the visitors are between the ages of 25-54, with nearly 88% of visitors being male. These trends give the Company a sense of where it has potential for targeting likely customers and confirms that the Company is reaching its desired demographic.

DIRECTORS, EXECUTIVE OFFICERS AND SIGNIFICANT EMPLOYEES

The following table sets out the Company's executive officers and directors.

Name	Position	Age	Term of Office (if indefinite, give date appointed)	Approximate hours per week (if part-time)/full-time
FOR CAMPAGNA MOTORS USA				
Executive Officers:				
André Morissette	President & CEO	51	Since Oct. 19, 2016	30 (Mr. Morissette will continue to serve as President and CEO of Campagna Motors Canada on a full time basis)
Directors: [1]				
André Morissette	Director	51	Since Oct. 19, 2016	
Alain Batty	Director	66	Since Sept. 1, 2017	
Michael Hillman	Director	75	Since Sept. 1, 2017	

Executive Officers and Directors

André Morissette, President and CEO, Director

André Morissette, 51, is a businessman with over thirty years of experience running companies. In 1988, Mr. Morissette cofounded 3-SOFT, which was a prominent player in the computer services industry with revenues of $80 million and 150 employees at the time of its sale in 2005. From 2005 to 2007, Mr. Morissette served as President of Noxent, an information technology services company based in Quebec, Canada. Since 2007, Mr. Morissette has been the President and CEO of Campagna Motors Canada. Mr. Morissette received a certificate in Business Management from HEC Montréal in 1991.

Alain Batty, Director

Alain Batty is a former CEO of Ford Canada. He has over 30 years of senior executive experience with Ford around the world. CEO and Chairman of various Ford organizations in North America, Europe, Asia Pacific and Africa. Mr. Batty now, among other activities, serves on the Boards of some world renowned universities and business schools and has recently been appointed as a judge at the Commercial Court in Paris.

Michael Hillman, Director

Michael Hillman is a 40-year veteran of the motorcycle industry, Mr. Hillman brings with him broad experience in operational management, distribution, sales/marketing, manufacturing and product engineering. As a consultant, he has continued to advise on acquisition strategy, foreign market entry and product planning. In more than 20 years as an executive at Harley-Davidson he served during the company's more turbulent period as it emerged from being a division of a conglomerate (AMF), to a private company, to finally being a publicly traded company on a stock market. Before coming to the USA and joining Harley-Davidson, Mr. Hillman had a successful engineering career in motor racing that included two world manufacturers championships with Jack Brabham.

Legal Proceedings of Executive Officers and Directors

None of the executive officers or Directors of the Company are currently involved in any legal proceedings.

[1] David Neault resigned as Vice President and Director on November 29, 2017.

COMPENSATION OF DIRECTORS AND EXECUTIVE OFFICERS

The Company is a newly formed entity and its executive officers have not yet received any compensation from the Company. The Company expects to begin providing compensation to its executive officers in calendar year 2018. The amount of compensation has not yet been determined.

The Company's directors have not been compensated for their services and the Company does not currently intend to compensate directors who also serve as executive management for their services as directors. The Company has agreed to compensate Alain Batty and Michael Hillman with options to purchase 24,000 shares of Common Stock of the Company at $7.00 per share. The options will vest over 12 months, at 25% per quarter. Additionally, Mr. Batty and Mr. Hillman will receive cash compensation of $2,000 annually, and $1,000 plus certain out-of-pocket expenses to for each meeting of the Board of Directors attended.

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITYHOLDERS

The below table identifies the ownership and acquirable ownership of certain executive officers of the Company holding more than 10 percent of any class of the Company's shares of Common Stock since inception.

Title of class	Name and address of beneficial owner	Amount and nature of beneficial ownership	Amount and nature of beneficial ownership acquirable	Percent of class
Common Stock	9947922 Canada Inc., 1351 Rue Ampère, Local F, Boucherville QC J4B 5Z5, Canada J4B 5Z5*	3,600,000 shares of Common Stock	N/A	90%
Common Stock	9948678 Canada Inc., 1351 Rue Ampère, Local F, Boucherville QC J4B 5Z5, Canada †	400,000 shares of Common Stock	N/A	10%

* 9947922 Canada Inc. is an entity wholly owned by André Morissette.

† 9948678 Canada Inc. is an entity wholly owned by David Neault.

INTEREST OF MANAGEMENT AND OTHERS IN CERTAIN TRANSACTIONS

The Company intends to enter into a license agreement with Campagna Motors Canada to develop, market and sell the entry level Campagna Motors vehicle in the United States and worldwide. That agreement has not yet been executed. If it is executed after qualification of the Offering Statement of which this Offering Circular forms a part, the Company will file it with the Commission under cover of a Form 1-U.

The Company has entered into a distribution agreement with Campagna Motors Canada for purchase and distribution of existing Campagna Motors branded vehicles in the United States. Through the date hereof, the Company has paid $616,885 to Campagna Motors Canada pursuant to the distribution agreement for the purchase of vehicles.

As recorded in the financial statements from June 30, 2017, the Company was advanced $302,400 by 9158-7147 Quebec Inc. a related entity controlled by André Morissette, to purchase vehicles to be sold to end consumers. There is no interest being charged by 9158-7147 Quebec Inc. and this advance will be repaid upon sale of the vehicles acquired with the advanced funds.

Additionally, the Company will reimburse Campagna Motors Canada for expenses incurred relating to the formation of Campagna Motors USA and professional fees in support of this Offering. This reimbursement obligation is documented in a loan agreement identified in the Use of Proceeds and Management' Discussion and Analysis of Financial Condition and Results of Operations.

SECURITIES BEING OFFERED

General

The Company is offering Common Stock to investors in this offering.

The following description summarizes important terms of the shares of Campagna Motors USA. This summary does not purport to be complete and is qualified in its entirety by the provisions of the Certificate of Incorporation, which has been filed as an Exhibit to the Offering Statement of which this Offering Circular is part. For a complete description of Campagna Motors USA's stock, you should refer to its Certified of Incorporation and application provisions of the Delaware General Corporation Law.

At the commencement of this offering, the authorized number and consists of 7,200,000 Shares of Common Stock, following a reverse-split effective on December 5, 2017.

As of the date of this Offering Circular, the outstanding shares of Campagna Motors USA consist of 4,000,000 shares of Common Stock.

Common Stock

Dividend Rights

Holders of Common Stock are entitled to receive dividends, as may be declared from time to time by the board of directors out of legally available funds. The Company has never declared or paid cash dividends on any of its capital stock and currently does not anticipate paying any cash dividends after this Offering or in the foreseeable future.

Voting Rights

Each holder of Common Stock is entitled to one vote for each share on all matters submitted to a vote of the stockholders, including the election of directors.

Right to Receive Liquidation Distributions

In the event of the Company's liquidation, dissolution, or winding up, holders of its Common Stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of the Company's debts and other liabilities.

Rights and Preferences

Holders of the Company's Common Stock have no preemptive, conversion, or other rights, and there are no redemptive or sinking fund provisions applicable to the Company's Common Stock.

PLAN OF DISTRIBUTION

The Company is currently party to an engagement agreement, as amended, with Midtown Partners & Co., LLC ("Midtown Partners"), who will act as a placement agent with respect to the sale of the Company's Common Stock in this Offering and NMS Capital Advisors, LLC ("NMS Capital") will act as the other placement agent in this Offering. Midtown Partners and NMS Capital are referred to in this Offering Circular as the "Placement Agents". The Placement Agents have made no commitment to purchase all or any part of the shares of Common Stock but have agreed to use their several and not joint best efforts to sell the shares of Common Stock being offered by the Company in this Offering. The Company is seeking to raise up to $14,000,000 of shares of Common Stock in this Offering at a price of $7.00 per share. The term of the engagement agreement expires on September 6, 2018 unless the Company or Midtown Partners terminate the agreement earlier. In connection with this Offering, the Placement Agents and the Company intend to enter into a definitive placement agency agreement, the form of which is attached as Exhibit 1 to the Offering Statement.

Commission and Expenses

The Company has agreed, subject to execution of the definitive placement agency agreement that we will pay the Placement Agents a cash commission of (i) 7.0% of the gross proceeds received by the Company in the Offering from investors that were introduced to the Company by either Placement Agent, selected dealers or any member of the selling group; and (ii) 4.0% of the gross proceeds received by the Company in this Offering from investors not introduced to the Company by either Placement Agent, selected dealers or any member of the selling group. The commissions allocated to members of the selling group and soliciting dealers shall be determined in the sole discretion of the Placement Agents. If any shares are sold through selected dealers, such selected dealers will receive a commission of $0.35 per share sold.

Offering Expenses

The Company is responsible for all Offering fees and expenses, including the following: (a) all filing fees relating to the qualification of the shares to be sold in the Offering with the Securities and Exchange Commission; (b) all filing fees associated with the review of the Offering by FINRA; (c) all fees and expenses relating to the listing of such Shares on the Nasdaq Capital Market, the Nasdaq Global Market, Nasdaq Global Select Market or the NYSE Amex and on such other stock exchanges as the Company and Midtown Partners together determine; (d) the costs of preparing, printing and delivering certificates representing the securities; (e) fees and expenses of the transfer agent for the Common Stock; (f) stock transfer and/or stamp taxes, if any, payable upon the transfer of securities from the Company to the Placement Agents; (g) the fees and expenses of the Company's accountants; (h) the fees and expenses of the Company's legal counsel and other agents and representatives; (i) all fees, expenses and disbursements relating to the registration or qualification of such shares under the "blue sky" securities laws of such states and other jurisdictions as the Placement Agents may reasonably designate (including, without limitation, all filing and registration fees, and the reasonable fees and disbursements of "blue sky" counsel, it being agreed that such fees and expenses will be limited to: (i) if the Offering is commenced on either the Nasdaq Global Market, Nasdaq Global Select Market, Nasdaq Capital Market or the NYSE MKT, the Company will make a payment of $2,500 to such counsel or (ii) if the Offering is commenced on the Over the Counter Bulletin Board, the Company will make a payment of $7,500 to such counsel upon the commencement of "blue sky" work by such counsel and an additional $2,500); (j) $1,000 for background checks of the Company's officers and directors; (k) up to $20,000 of the Placement Agents' actual accountable "road show" expenses for the Offering; and (k) the fees and expenses of the legal counsel to the Placement Agents not to exceed $50,000.

Reimbursable Expenses in the Event of Termination

We have agreed to pay Midtown Partners a cash retainer of $25,000, which shall be applied against actual out-of-pocket accountable expenses and such retainer shall be reimbursed to the Company to the extent any portion thereof is not actually incurred in compliance with FINRA Rule 5110(f)(2)(C) in the event of the termination of the Offering.

Placement Agents' Warrants

Upon each closing of this Offering, the Company has agreed to issue certain warrants (the "Placement Agents' Warrants") to the Placement Agents (or their designees) to purchase a number of shares of the Company's Common Stock equal to 5.0% of the total shares of the Common Stock sold in such closing. The Placement Agents' Warrants are exercisable commencing one (1) year after the date on which the Offering Statement is last qualified (if more than once) (the "Qualification Date"), and will be exercisable for three (3) years after such date. The Placements Agents' Warrants are not redeemable by the Company. The Placement Agents' Warrants will be exercisable at a price equal to $8.40 per share (or 120% of the public offering price per share) in connection with the Offering.

The Placement Agents' Warrants and the shares of the Common Stock underlying the Placement Agents' Warrants have been deemed compensation by FINRA and are therefore subject to a 180-day lock-up pursuant to Rule 5110(g)(1) of FINRA. The Placement Agents, or their permitted assignees under such rule, may not exercise, sell, transfer, assign, pledge, or hypothecate the Placement Agents' Warrants or the shares of the Company's Common Stock underlying the Placement Agents' Warrants, nor will they engage in any hedging, short sale, derivative, put, or call transaction that would result in the effective economic disposition of the Placement Agents' Warrants or the underlying shares for a period of 180 days from the applicable Qualification Date. In addition, the Placement Agents' Warrants provide for registration rights upon request, in certain cases. The demand registration right provided will not be greater than five years from the Qualification Date in compliance with FINRA Rule 5110(f)(2)(G)(iv). The piggyback registration right provided will not be greater than seven years from the Qualification Date in compliance with FINRA Rule 5110(f)(2)(G)(v). The Company will bear all fees and expenses attendant to registering the securities issuable on exercise of the Placement Agents' Warrants other than any underwriting commissions incurred and payable by the holders. The exercise price and number of shares issuable upon exercise of the Placement Agents' Warrants may be adjusted in certain circumstances including in the event of a stock dividend or our recapitalization, reorganization, merger or consolidation. However, the Placement Agents' Warrant exercise price or underlying shares will not be adjusted for issuances of shares of common stock at a price below the Placement Agent's warrant exercise price.

Tail Payment

The Company has also agreed to pay Midtown Partners the commission and warrants for any investor introduced to the Company by Midtown Partners during the twelve months following termination or expiration of the engagement agreement.

Lock-Up Agreements

The Company and substantially all of its shareholders, including the Company's directors and officers and all of the holders of the Company's outstanding Common Stock, have agreed for a period of (i) 12 months after the date of this Offering Circular in the case of our directors and officers and (ii) 180 days after the date of this Offering Circular in the case of the Company and any other holder of our outstanding securities, without the prior written consent of the representative, not to directly or indirectly:

- issue (in the case of the Company), offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of any shares of the Company's Common Stock or other capital stock or any securities convertible into or exercisable or exchangeable for the Company's Common Stock or other capital stock; or

- in the case of the Company, file or cause the filing of any registration statement under the Securities Act with respect to any shares of the Company's Common Stock or other capital stock or any securities convertible into or exercisable or exchangeable for the Company's Common Stock or other capital stock; or

- complete any offering of our debt securities, other than entering into a line of credit with a traditional bank; or

- enter into any swap or other agreement, arrangement, hedge or transaction that transfers to another, in whole or in part, directly or indirectly, any of the economic consequences of ownership of the Company's Common Stock or other capital stock or any securities convertible into or exercisable or exchangeable for the Company's Common Stock or other capital stock, whether any transaction described in any of the foregoing bullet points is to be settled by delivery of the Company's Common Stock or other capital stock, other securities, in cash or otherwise, or publicly announce an intention to do any of the foregoing.

Indemnification and Control

The Company has agreed to indemnify the Placement Agents against certain liabilities, including liabilities under the Securities Act. If the Company is unable to provide this indemnification, the Company will contribute to the payments the Placement Agents and its affiliates and controlling persons may be required to make in respect of these liabilities.

The Placement Agents and their affiliates are engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. The Placement Agents and their affiliates may in the future perform various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses.

Our Relationship with the Placement Agents

In the ordinary course of their various business activities, the Placement Agents and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments of the issuer. The Placement Agents and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Consulting Agreement

The Company entered into a consulting agreement with Paul Henley Associates pursuant to which Paul Henley Associates agreed to render strategic advice to the Company with respect to business development, finance and public markets as well as overall operational and business strategy in exchange for the payment of up to $11,000 in consulting fees. In connection with this Offering, Paul Henley Associates will assist the Company with marketing its capital funding plan, developing a selling group and overseeing the Company's public appearances and roadshows. Paul Henley Associates is an affiliate of MSC-BD, LLC, which is participating in this Offering as a member of the selling group.

Discretionary Accounts

The Placement Agents do not intend to confirm sales of the securities offered hereby to any accounts over which they have discretionary authority.

Procedures for Subscribing

The Company plans to market this Offering to potential investors through the Placement Agents and its own efforts through its online platform at www.campagna-ipo.com (subscription functionality is provided by the third-party service CrowdPay.us). This Offering will terminate on the Termination Date. The Company will hold an initial closing on any number of shares of Common Stock at any time prior to the Termination Date and thereafter may hold one or more additional closings until the Company determines to cease having any additional closings prior to the Termination Date. The Company will close on proceeds based upon the order in which they are received. The Company and the Placement Agents will consider various factors in determining the timing of any additional closings following the initial closing, including the amount of proceeds received at the initial closing and any prior additional closings.

All funds received by the Placement Agents (if any) in connection with the sale of the Common Stock in this Offering will be promptly transmitted to Esquire Bank pursuant to the terms of an escrow agreement between the Company, the escrow agent and the Placement Agents. In addition, subscribers may pay for the aggregate shares to be purchased by the subscriber by a check made payable to "Campagna Motors USA, Inc." or by wire transfer to an account designated by the Company, by credit card, or by any combination of such methods. The purchase price for the shares placed by the Placement Agents shall be paid simultaneously with the execution and delivery to us of the subscription agreement. Investors who participate in this Offering, will either deposit funds in their brokerage account that will be promptly deposited in the escrow account or be required to deposit their funds in an escrow account held at Esquire Bank; any such funds that the escrow agent receives will be held in escrow until the applicable closing of the Offering or such other time as mutually agreed between the Company and Midtown Partners, and then used to complete securities purchases, or returned if this Offering fails to close. Certain selected dealers may settle transactions through DTC.

The Company will notify clearing firms and other brokers holding funds (if any) when it will conduct such closing. Any such funds received by the Placement Agents, selected dealers or members of the selling group will then be transferred, if not previously transferred, to the escrow account until the earlier of the date of a closing with respect to such proceeds (at which time such proceeds shall be used to complete share purchases in the offering) and the termination of the Offering if it does not successfully close (at which time, such proceeds shall be returned to the applicable investors without interest or deduction). Unless there is a closing with respect to escrowed proceeds in the offering, the Company will not have any access to such proceeds. The Company may begin accepting investment proceeds into escrow at any time beginning two days after this Offering Circular has been qualified by the SEC. After a closing, the Placement Agents and other brokers will thereafter send trade confirmations to the investors.

The Company may decide to close the Offering early or cancel it, in our sole discretion. If the Company extends the offering, it will provide that information in an amendment to this Offering Circular. If the Company closes the Offering early or cancels it, the Company may do so without notice to you, although if the Company cancels the Offering all funds that may have been provided by any investors will be promptly returned without interest or deduction.

Right to reject subscriptions

After the Company receives your complete, executed subscription agreement (the form of which is attached to the Offering Statement as Exhibit 4) and the funds required under the subscription agreement have been transferred to the escrow account, the Company has the right to review and accept or reject your subscription in whole or in part, for any reason or for no reason. The Company will return all monies from rejected subscriptions immediately to you, without interest or deduction.

Acceptance of subscriptions

Upon the Company's acceptance of a subscription agreement, the Company will countersign the subscription agreement and issue the shares subscribed at closing. Once you submit the subscription agreement and it is accepted, you may not revoke or change your subscription or request your subscription funds. All accepted subscription agreements are irrevocable.

The Company intends to complete one closing of this Offering, but may undertake one or more closings on a rolling basis. Therefore, investor funds that are held in escrow will be released to the Company in its sole discretion at any time, and without regard to meeting any particular contingency.

Selected Dealers with clearing agreements shall provide the Placement Agents with executed indications and delivery sheets from their customers and may settle the transaction with the Placement Agents through DTC on closing.

Non-U.S. investors may participate in this Offering by depositing their funds in the escrow account held at Esquire Bank; any such funds that Esquire Bank receives shall be held in escrow until the applicable closing of the Offering or such other time as mutually agreed between the Company and the Placement Agents, and then used to complete securities purchases, or returned if this Offering fails to close.

Resale of Securities

Following the sale of securities in this Offering, the Company intends to seek quotation of its securities on an over-the-counter ("OTC") market. The Company has not been approved for listing of its securities on a national securities market or OTC quotation of its securities. As a result, investors should assume there will be limited liquidity available for their shares of Common Stock.

Investor Perks

To encourage participation in the offering, the Company is providing specific perks for investors. The Company is of the opinion that these perks do not alter the sales price or cost basis of the securities in this offering. Instead, the perks are promotional discounts on future purchases of the products sold by the Company, or a "thank you" to investors that help the Company achieve its mission. However, it is recommended that investors consult a tax professional to fully understand any tax implications of receiving any perks before investing. The Company anticipates that the perks for this offering are as follows:

INVESTMENT	REBATE ON PURCHASE OF AN INVESTOR EDITION T-REX OR V13R*		REBATE ON NEW, LOWER-PRICED MODEL**		DISCOUNT ON MERCHANDISE	VIP EXPERIENCE	CAMPAGNA OWNER'S GROUP
$1,000	$500	**AND**	$100	**AND**	10% + SPECIAL "BECAUSE YOU CAN" T-SHIRT	FACTORY TOUR	INVITATION TO ANNUAL PARTY
$2,500	$1,000	**AND**	$250	**AND**	15% + SPECIAL "BECAUSE YOU CAN" T-SHIRT & HAT	FACTORY TOUR	INVITATION TO ANNUAL PARTY + FREE MEMBERSHIP
$5,000	$2,000	**AND**	$500	**AND**	15% + "BECAUSE YOU CAN" JACKET	VIP FACTORY TOUR	INVITATION TO ANNUAL PARTY + FREE MEMBERSHIP
$10,000	$2,500	**AND**	$1,500	**AND**	15% + "BECAUSE YOU CAN" JACKET	VIP FACTORY TOUR+RALLY	INVITATION TO ANNUAL PARTY + FREE MEMBERSHIP
$20,000	$5,000	**AND**	$2,500	**AND**	15% + "BECAUSE YOU CAN" JACKET	VIP FACTORY TOUR+RALLY	INVITATION TO ANNUAL PARTY + FREE MEMBERSHIP
$50,000	$10,000	**AND**	$5,000	**AND**	15% + "BECAUSE YOU CAN" JACKET	VIP FACTORY TOUR+VIP WEEKEND	INVITATION TO ANNUAL PARTY + FREE MEMBERSHIP
$100,000	$20,000	**AND**	$7,500	**AND**	15% + "BECAUSE YOU CAN" JACKET	VIP FACTORY TOUR+VIP WEEKEND	INVITATION TO ANNUAL PARTY + FREE MEMBERSHIP
$1,000,000	$35,000	**AND**	$15,000	**AND**	15% + "BECAUSE YOU CAN" JACKET	VIP FACTORY TOUR+VIP WEEKEND	INVITATION TO ANNUAL PARTY + FREE MEMBERSHIP

The Company estimates the cash value of the t-shirt to be $8, the t-shirt and hat $15, and the jacket to be $80. Additionally, the Company estimates the cash value of the VIP factory tour to be $20, the VIP tour plus the attendance at the Company's rally to be $520, and the VIP tour plus weekend to be $2,250. The Company further estimates the cash value of the annual party to be $50.

During the course of the offering, the Company reserves the right to alter the above identified perks connected to future purchases of vehicles and merchandise. Any changes made will not change the perks that have already been earned by investors. Investors will be notified of any change to the perks in the Company's offering information posted on the Company's online offering page accessible through www.campagnamotors.com.

* The Company notes that its will order a limited quantity of Investor Edition T-REX and V13R vehicles.
** The new, lower-priced model is still in development and may never be brought to market.

FINANCIAL STATEMENTS AS OF DECEMBER 31, 2016

The balance sheet of Campagna Motors USA, Inc. as of December 31, 2016, and the related statements of operations, changes in stockholders' deficit, and cash flows for the fiscal year ended December 31, 2016, and the related notes to the financial statements have been included in this Offering Circular with the Independent Auditor's Report of dbb *mckennon* , independent certified public accountants, and upon the authority of said firm as experts in accounting and auditing.

CAMPAGNA MOTORS USA, INC.

FINANCIAL STATEMENTS

As Of
December 31, 2016

Together with
Independent Auditors Report

Campagna Motors USA, Inc.
Index to Financial Statements

INDEPENDENT AUDITORS' REPORT

To the Shareholders of
Campagna Motors USA, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Campagna Motors USA, Inc. (the "Company") (a Delaware corporation), which comprise the balance sheet as of December 31, 2016, and the related statements of operations, changes in stockholders' deficit, and cash flows for the period from October 19, 2016 (inception) to December 31, 2016, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Campagna Motors USA, Inc. as of December 31, 2016, and the results of its operations and its cash flows for the period then ended, in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter Regarding Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As described in Note 1 to the financial statements, the Company is newly formed and has not yet commenced planned principal operations nor generated revenues or profits since inception. These factors, among others, raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

Emphasis of Matter

As discussed in Note 5 to the financial statements, the accompanying financial statements have been restated to retroactively reflect a reverse stock split that occurred subsequent to the issuance of our initial audit report. Our opinion is not modified with respect to this matter.

/s/ dbb *mckennon*

Newport Beach, California
May 17, 2017, except for the paragraphs in Notes 5 and 7, for which the date is October 27, 2017

CAMPAGNA MOTORS USA, INC.
BALANCE SHEET

	December 31, 2016
Assets:	
Current assets	
Cash	$ 185
Prepaid expenses	3,462
Current assets	3,647
Total assets	$ 3,647
Liabilities and Stockholders' Deficit:	
Accounts payable	$ -
Accrued liabilities	9,272
Related party note payable	280,559
Current liabilities	289,831
Total liabilities	289,831
Commitments and contingencies (Note 4)	
Stockholders' Deficit	
Common stock, par value $0.00001, 60,000,000 shares authorized, 4,000,000 shares issued and outstanding	40
Additional paid-in capital	3,293
Subscriptions receivable	(3,333)
Accumulated deficit	(286,184)
Total stockholders' deficit	(286,184)
Total liabilities and stockholders' deficit	$ 3,647

See accompanying notes to financial statements.

CAMPAGNA MOTORS USA, INC.
STATEMENT OF OPERATIONS

	October 19, 2016 (Inception) to December 31, 2016
Revenues	$ -
Cost of revenues	-
Gross profit	-
Operating Expenses -	
General, sales and administrative	276,912
Total operating expenses	276,912
Operating loss	(276,912)
Other income (expense):	
Interest expense	(9,272)
Total other expense	(9,272)
Income before provision for income taxes	(286,184)
Provision for income taxes	-
Net loss	$ (286,184)

See accompanying notes to financial statements.

CAMPAGNA MOTORS USA, INC.
STATEMENT OF STOCKHOLDERS' DEFICIT
FOR THE PERIOD FROM OCTOBER 19, 2016 (INCEPTION) TO DECEMBER 31, 2016

	Common stock		Additional Paid-in	Subscriptions	Accumulated	Total Stockholders'
	Shares	Amount	Capital	Receivable	Deficit	Deficit
October 19, 2016 (Inception)	-	$ -	$ -	$ -	$ -	$ -
Issuance of founders' shares	4,000,000	40	3,293	(3,333)	-	-
Net loss	-	-	-	-	(286,184)	(286,184)
December 31, 2016	4,000,000	$ 40	$ 3,293	$ (3,333)	$ (286,184)	$ (286,184)

See accompanying notes to financial statements.

CAMPAGNA MOTORS USA, INC.
STATEMENT OF CASH FLOWS

	October 19, 2016 (Inception) to December 31, 2016
CASH FLOWS FROM OPERATING ACTIVITIES:	
Net loss	$ (286,184)
Adjustments to reconcile net loss to net cash used in operating activities:	
Expenses incurred by related party	237,164
Changes in operating assets and liabilities:	
Prepaid expenses	(3,462)
Accrued liabilities	9,272
Net cash used in operating activities	(43,210)
CASH FLOWS FROM FINANCING ACTIVITIES:	
Proceeds from related party note payable	43,395
Net cash provided by financing activities	43,395
Increase in cash and cash equivalents	185
Cash and cash equivalents, beginning of period	-
Cash and cash equivalents, end of period	$ 185
Supplemental disclosures of cash flow information:	
Cash paid for interest	$ -
Cash paid for income taxes	$ -
Non cash investing and financing activities:	
Subscriptions receivable for founders' shares	$ 3,333
Related party note payable assumed for expenditures incurred	$ 237,164

See accompanying notes to financial statements.

CAMPAGNA MOTORS USA, INC.
NOTES TO FINANCIAL STATEMENTS

NOTE 1 – ORGANIZATION AND NATURE OF OPERATIONS

Campagna Motors USA, Inc. (referred to as "Campagna Motors USA" or the "Company") is a newly formed company that will become the exclusive marketing and distribution affiliate for CIRBIN, Inc. d.b.a. Campagna Motors. The Company was organized on October 19, 2016 as a C Corporation in the State of Delaware. Campagna Motors is an entity first organized on May 12, 2007 as a corporation under the laws of Québec, Canada. Campagna Motors USA is currently owned by the same owners as Campagna Motors. It is not a subsidiary of Campagna Motors. The Company's year-end is December 31 st .

Campagna Motors USA will benefit from the more than two decades of experience of Campagna Motors in bringing the Company's innovative vehicles to market. Campagna Motors' vehicles were first developed by Daniel Campagna, a former mechanic of Gilles Villeneuve, a Formula One racer, in Quebec, Canada. Daniel Campagna's vision was for a light and nimble, comfortable, street-legal vehicle delivering exhilarating accelerations and precision handling. Since the 1990s, Campagna Motors' vehicles have been available to purchasers in Canada and available in the United States since 2001. Campagna Motors USA will facilitate a focused expansion into the US market.

As of the date of these financial statements, the Company does not have an executed marketing and distribution agreement with Campagna Motors.

Management's Plans
The Company will rely heavily on debt and equity financing for working capital and have only recently commenced operations. These above matters raise substantial doubt about the Company's ability to continue as a going concern. During the next twelve months, the Company intends to fund its operations with funding from our Regulation Crowdfunding campaigns, additional borrowings from a related entity and if needed additional debt and/or equity financings (through a private offering). If we cannot raise additional short-term capital, we may consume all of our cash reserved for operations. There are no assurances that management will be able to raise capital on terms acceptable to the Company. If we are unable to obtain sufficient amounts of additional capital, we may be required to reduce the scope of our planned development, which could harm our business, financial condition and operating results. The financial statements do not include any adjustments that might result from these uncertainties.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates
The preparation of financial statements in conformity with U.S. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities, and the reported amount of revenues and expenses during the reporting period. Actual results could materially differ from these estimates. It is reasonably possible that changes in estimates will occur in the near term.

Fair Value of Financial Instruments
Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants as of the measurement date. Applicable accounting guidance provides an established hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in valuing the asset or liability and are developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the factors that market participants would use in valuing the asset or liability. There are three levels of inputs that may be used to measure fair value:

Level 1 - Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 - Include other inputs that are directly or indirectly observable in the marketplace.

Level 3 - Unobservable inputs which are supported by little or no market activity.

The fair value hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

Fair-value estimates discussed herein are based upon certain market assumptions and pertinent information available to management as of December 31, 2016. The respective carrying value of certain on-balance-sheet financial instruments approximated their fair values. These financial instruments include cash, prepaid expenses and related party note payable. Fair values for these items were assumed to approximate carrying values because of their short term nature or they are payable on demand.

Risks and Uncertainties
The Company has a limited operating history and has not generated revenue from intended operations. The Company's business and operations are sensitive to general business and economic conditions in the U.S. and worldwide along with local, state, and federal governmental policy decisions. A host of factors beyond the Company's control could cause fluctuations in these conditions, including but not limited to: federal and state regulations governing vehicles, consumer demand for vehicles, change in consumer tastes, manufacturing delays, and technological advances in our industry. Adverse developments in these general business and economic conditions could have a material adverse effect on the Company's financial condition and the results of its operations.

Cash and Cash Equivalents
For purpose of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

Property and Equipment
Property and equipment are stated at cost and depreciated using the straight-line method over the estimated useful life. Leasehold improvements are depreciated over shorter of the useful life or lease life. Maintenance and repairs are charged to operations as incurred. Significant renewals and betterments are capitalized. At the time of retirement or other disposition of property and equipment, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in operations.

Impairment of Long-Lived assets
The long-lived assets held and used by the Company are reviewed for impairment no less frequently than annually or whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. In the event that facts and circumstances indicate that the cost of any long-lived assets may be impaired, an evaluation of recoverability is performed. There can be no assurance, however, that market conditions will not change or demand for the Company’s products and services will continue, which could result in impairment of long-lived assets in the future.

Revenue Recognition
The Company will recognize revenues when (a) pervasive evidence that an agreement exists, (b) the product or service has been delivered, (c) the prices are fixed and determinable and not subject to refund or adjustment, and (d) collection of the amounts due are reasonably assured.

Income Taxes
Deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial statement reported amounts at each period end, based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. The provision for income taxes represents the tax expense for the period, if any, and the change during the period in deferred tax assets and liabilities.

Concentration of Credit Risk
The Company maintains its cash with a major financial institution located in the United States of America which it believes to be credit worthy. Balances are insured by the Federal Deposit Insurance Corporation up to $250,000. At times, the Company may maintain balances in excess of the federally insured limits.

Recent Accounting Pronouncements
The Financial Accounting Standards Board ("FASB") issues Accounting Standard Updates ("ASU") to amend the authoritative literature in the Accounting Standards Codification ("ASC"). There have been a number of ASUs to date that amend the original text of ASC. The Company believes those issued to date either (i) provide supplemental guidance, (ii) are technical corrections, (iii) are not applicable to the Company or (iv) are not expected to have a significant impact on the Company.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 840), to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The amendments in this standard are effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years, for a public entity. Early adoption of the amendments in this standard is permitted for all entities and the Company must recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach. The Company is currently in the process of evaluating the effect this guidance will have on its financial statements and related disclosures.

NOTE 3 – RELATED PARTY NOTE PAYABLE

Related Party Note Payable
On October 25, 2016, to fund operations, the Company entered into a note agreement with an entity with common shareholders as the Company. Under the terms of the agreement, the Company can borrow up to $400,000. In addition, the note incurs interest at 12% per annum. The note is payable in 12 equal monthly payments of $37,333 commencing on January 1, 2017 (amended, see below). As of December 31, 2016, the related entity had incurred approximately $281,000 on behalf of the Company. In addition, the Company recorded accrued interest of $9,272 related to the note. On December 31, 2016, these expenditures were either expensed or classified as prepaid expenses depending on whether or not there was a future benefit. Subsequent to December 31, 2016, the holder revised the note to be due and payable upon 30 days of a successful funding round or at any date prior that is mutually agreed to by the Company and the related party.

NOTE 4 – COMMITMENTS AND CONTINGENCIES

The Company is not currently involved with, and does not know of any pending or threatening litigation against the Company.

NOTE 5 – STOCKHOLDERS' DEFICIT

Common Stock
At Inception, the Company has authorized the issuance of 60,000,000 shares of common stock, each having a par value of $0.00001, and has no preferred stock.

On October 19, 2016, the Company issued 4,000,000 shares to two officers in exchange for $3,333. The amount is shown as a subscription receivable as the funds have yet to be remitted.

On October 3, 2017, the Company voted for a reverse stock split of its common stock, one (1) new common share for each eight and one third (8.33) old common shares of stock. These financial statements have been restated to reflect the effect of the reverse stock split.

NOTE 6 – INCOME TAXES

The following table presents the current and deferred tax provision for federal and state income taxes for the period ended December 31, 2016:

Income tax benefit attributable to:	
Current taxes - Federal	$ -
Deferred taxes - Federal	(97,303)
Valuation allowance	97,303
Net provision for income taxes	$ -

The components of our deferred tax assets for federal and state income taxes consisted of the following as of December 31, 2016:

Deferred tax asset attributable to:	
Net operating loss carryover	$ 94,150
Accrued liabilities	3,153
Valuation allowance	(97,303)
Net deferred tax asset	$ -

At December 31, 2016, the Company had net operating loss carry forwards of approximately $277,000 that may be offset against future taxable income through 2036. The difference between the Company's tax rate and the statutory rate is due to a full valuation allowance on the deferred tax asset.

The Company is subject to tax in the United States (“U.S.”) and files tax returns in the U.S. Federal jurisdiction. The Company has not yet filed a tax return and therefore is not yet subject to tax examination by the Internal Revenue Service or state regulatory agencies.

NOTE 7 – SUBSEQUENT EVENTS

The Company received customer deposits totaling $35,000 in March 2017 for future vehicle sales. The Company transferred $25,000 of this to Campagna Motors. There are currently no distribution agreements with the customer nor any licensing agreements with Campagna Motors.

The Company has evaluated subsequent events that occurred after December 31, 2016 through May 17, 2017, the issuance date of these financial statements. There have been no other events or transactions during this time, other than disclosed above, that would have a material effect on these financial statements.

The Company voted for a reverse stock split (See note 5).

INTERIM FINANCIAL STATEMENTS AS OF JUNE 30, 2017

The balance sheet of Campagna Motors USA, Inc. as of June 30, 2017, and the related statements of operations, changes in stockholders' deficit, and cash flows for the period ended June 30, 2017, and the related notes to the financial statements have been included in this Offering Circular. In the opinion of management, all adjustments necessary to make the interim financial statements not misleading have been included.

INTERIM FINANCIAL STATEMENTS

INTERIM FINANCIAL STATEMENTS

CAMPAGNA MOTORS USA, INC.
BALANCE SHEET (UNAUDITED)

	June 30, 2017	December 31, 2016
Assets: Current assets		
Current assets		
Cash	$ 32,330	$ 185
Inventory	183,100	-
Customer Deposits	186,615	-
Prepaid other	1,731	3,462
Current assets	$ 403,776	$ 3,647
Total Assets	$ 403,776	$ 3,647
Liabilities and Stockholders' Deficit:		
Accounts payable	$ 369,700	$ -
Accrued liabilities	62,176	9,272
Related party note payable	307,216	280,559
Current liabilities	739,092	289,831
Total liabilities	739,092	289,831
Stockholders' Deficit		
Common stock, par value $0.00001, 60,000,000 shares authorized, 4,000,000 shares issued and outstanding	40	40
Additional paid-in capital	3,293	3,293
Subscriptions receivable	(3,333)	(3,333)
Accumulated deficit	(335,316)	(286,184)
Total stockholders' deficit	(335,316)	(286,184)
Total liabilities and stockholders' deficit	$ 403,776	$ 3,647

CAMPAGNA MOTORS USA, INC.
STATEMENT OF OPERATIONS (UNAUDITED)

	YTD 2017 June 30
Revenues	$ 423,922
Cost of revenues	372,489
Gross profit	51,433
Operating expenses	
General, sales and administrative	66,065
Total operating expenses	66,065
Operating loss	(14,632)
Other income (expense)	
Interest expense	34,500
Total other expense	34,500
Income before provision for income taxes	(49,132)
Provision for income taxes	-
Net loss	$ (49,132)

CAMPAGNA MOTORS USA, INC.
STATEMENT OF STOCKHOLDERS' DEFICIT
FOR THE PERIOD FROM OCTOBER 19, 2016 (INCEPTION) TO JUNE 30, 2017 (UNAUDITED)

	Common Stock		Additional Paid-in Capital	Subscriptions Receivable	Accumulated Deficit	Total Stockholders Deficit
	Shares	Amount				
October 19, 2016 (Inception)	-	$ -	$ -	$ -	$ -	$ -
Issuance of founders' shares	4,000,000	40	3,293	(3,333)	-	-
Net loss	-	-	-	-	(335,316)	(335,316)
June 30, 2017	4,000,000	40	3,293	(3,333)	(335,316)	(335,316)

CAMPAGNA MOTORS USA, INC.
STATEMENT OF CASH FLOWS (UNAUDITED)

	December 31, 2016 to June 30, 2017
CASH FLOWS FROM OPERATING ACTIVITIES:	
Net loss	$ (49,132)
Adjustments to reconcile net loss to net cash used in operating activities:	
Expenses incurred by related party	-
Changes in operating assets and liabilities:	
Inventory	(183,100)
Customer deposits	(186,615)
Prepaid expenses	1,731
Accounts payable	369,700
Accrued liabilities	52,904
Net cash used in operating activities	5,488
CASH FLOWS FROM FINANCING ACTIVITIES:	
Proceeds from related party note payable	26,657
Net cash provided by financing activities	26,657
Increase in cash and cash equivalents	32,145
Cash and cash equivalents, beginning of period	185
Cash and cash equivalents, end of period	$ 32,330

CAMPAGNA MOTORS USA, INC.
NOTES TO FINANCIAL STATEMENTS

NOTE 1 – ORGANIZATION AND NATURE OF OPERATIONS

Campagna Motors USA, Inc. (referred to as "Campagna Motors USA" or the "Company") is a newly formed company that will become the exclusive marketing and distribution affiliate for CIRBIN, Inc. d.b.a. Campagna Motors. The Company was organized on October 19, 2016 as a C Corporation in the State of Delaware. Campagna Motors is an entity first organized on May 12, 2007 as a corporation under the laws of Québec, Canada. Campagna Motors USA is currently owned by the same owners as Campagna Motors. It is not a subsidiary of Campagna Motors. The Company's year-end is December 31st.

Campagna Motors USA will benefit from the more than two decades of experience of Campagna Motors in bringing the Company's innovative vehicles to market. Campagna Motors' vehicles were first developed by Daniel Campagna, a former mechanic of Gilles Villeneuve, a Formula One racer, in Quebec, Canada. Daniel Campagna's vision was for a light and nimble, comfortable, street-legal vehicle delivering exhilarating accelerations and precision handling. Since the 1990s, Campagna Motors' vehicles have been available to purchasers in Canada and available in the United States since 2001. Campagna Motors USA will facilitate a focused expansion into the US market.

As of the date of these financial statements, the Company does not have an executed marketing and distribution agreement with Campagna Motors.

Management's Plans
The Company will rely heavily on debt and equity financing for working capital and have only recently commenced operations. These above matters raise substantial doubt about the Company's ability to continue as a going concern. During the next twelve months, the Company intends to fund its operations with funding from our Regulation Crowdfunding campaigns, additional borrowings from a related entity and if needed additional debt and/or equity financings (through a private offering). If we cannot raise additional short-term capital, we may consume all of our cash reserved for operations. There are no assurances that management will be able to raise capital on terms acceptable to the Company. If we are unable to obtain sufficient amounts of additional capital, we may be required to reduce the scope of our planned development, which could harm our business, financial condition and operating results. The financial statements do not include any adjustments that might result from these uncertainties.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates
The preparation of financial statements in conformity with U.S. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities, and the reported amount of revenues and expenses during the reporting period. Actual results could materially differ from these estimates. It is reasonably possible that changes in estimates will occur in the near term.

Fair Value of Financial Instruments
Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants as of the measurement date. Applicable accounting guidance provides an established hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in valuing the asset or liability and are developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the factors that market participants would use in valuing the asset or liability. There are three levels of inputs that may be used to measure fair value:

Level 1 - Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets

Level 2 - Include other inputs that are directly or indirectly observable in the marketplace.

Level 3 - Unobservable inputs which are supported by little or no market activity.

The fair value hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

Fair-value estimates discussed herein are based upon certain market assumptions and pertinent information available to management as of December 31, 2016. The respective carrying value of certain on-balance-sheet financial instruments approximated their fair values. These financial instruments include cash, prepaid expenses and related party note payable. Fair values for these items were assumed to approximate carrying values because of their short term nature or they are payable on demand.

Risks and Uncertainties
The Company has a limited operating history and has not generated revenue from intended operations. The Company's business and operations are sensitive to general business and economic conditions in the U.S. and worldwide along with local, state, and federal governmental policy decisions. A host of factors beyond the Company's control could cause fluctuations in these conditions, including but not limited to: federal and state regulations governing vehicles, consumer demand for vehicles, change in consumer tastes, manufacturing delays, and technological advances in our industry. Adverse developments in these general business and economic conditions could have a material adverse effect on the Company's financial condition and the results of its operations.

Cash and Cash Equivalents
For purpose of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

Property and Equipment
Property and equipment are stated at cost and depreciated using the straight-line method over the estimated useful life. Leasehold improvements are depreciated over shorter of the useful life or lease life. Maintenance and repairs are charged to operations as incurred. Significant renewals and betterments are capitalized. At the time of retirement or other disposition of property and equipment, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in operations.

Impairment of Long-Lived assets
The long-lived assets held and used by the Company are reviewed for impairment no less frequently than annually or whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. In the event that facts and circumstances indicate that the cost of any long-lived assets may be impaired, an evaluation of recoverability is performed. There can be no assurance, however, that market conditions will not change or demand for the Company’s products and services will continue, which could result in impairment of long-lived assets in the future.

Revenue Recognition
The Company will recognize revenues when (a) pervasive evidence that an agreement exists, (b) the product or service has been delivered, (c) the prices are fixed and determinable and not subject to refund or adjustment, and (d) collection of the amounts due are reasonably assured.

Income Taxes
Deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial statement reported amounts at each period end, based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. The provision for income taxes represents the tax expense for the period, if any, and the change during the period in deferred tax assets and liabilities.

Concentration of Credit Risk
The Company maintains its cash with a major financial institution located in the United States of America which it believes to be credit worthy. Balances are insured by the Federal Deposit Insurance Corporation up to $250,000. At times, the Company may maintain balances in excess of the federally insured limits.

Recent Accounting Pronouncements
The Financial Accounting Standards Board (“FASB”) issues Accounting Standard Updates (“ASU”) to amend the authoritative literature in the Accounting Standards Codification (“ASC”). There have been a number of ASUs to date that amend the original text of ASC. The Company believes those issued to date either (i) provide supplemental guidance, (ii) are technical corrections, (iii) are not applicable to the Company or (iv) are not expected to have a significant impact on the Company.

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 840), to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The amendments in this standard are effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years, for a public entity. Early adoption of the amendments in this standard is permitted for all entities and the Company must recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach. The Company is currently in the process of evaluating the effect this guidance will have on its financial statements and related disclosures.

NOTE 3 – RELATED PARTY NOTE PAYABLE

Related Party Note Payable
On October 25, 2016, to fund operations, the Company entered into a note agreement with an entity with common shareholders as the Company. Under the terms of the agreement, the Company can borrow up to $400,000. In addition, the note incurs interest at 12% per annum. The note is payable in 12 equal monthly payments of $37,333 commencing on January 1, 2017 (amended, see below). As of June 30, 2017, the related entity had incurred approximately $307,216 on behalf of the Company. In addition, the Company recorded accrued interest of $43,772 related to the note. On June 30, 2017, these expenditures were either expensed or classified as prepaid expenses depending on whether or not there was a future benefit. Subsequent to June 30, 2017, the holder revised the note to be due and payable upon 30 days of a successful funding round or at any date prior that is mutually agreed to by the Company and the related party.

NOTE 4 – COMMITMENTS AND CONTINGENCIES

The Company is not currently involved with, and does not know of any pending or threatening litigation against the Company.

NOTE 5 – STOCKHOLDERS' DEFICIT

Common Stock
At Inception, the Company has authorized the issuance of 60,000,000 shares of common stock, each having a par value of $0.00001, and has no preferred stock.

On October 19, 2016, the Company issued 33,333,333 shares to two officers in exchange for $3,333. The amount is shown as a subscription receivable as the funds have yet to be remitted.

On October 3, 2017, the Company voted for a reverse stock split of its common stock, one (1) new common share for each eight and one third (8.33) old common shares of stock. These financial statements have been restated to reflect the effect of the reverse stock split.

NOTE 6 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events that occurred after June 30, 2017 through September 27, 2017, the issuance date of these financial statements. There have been no other events or transactions during this time, other than disclosed above, that would have a material effect on these financial statements.

The Company voted for a reverse stock split (See note 5).

INDEX TO EXHIBITS

1. Form of Placement Agency Agreement*

2.1. Certificate of Incorporation**

2.2 Bylaws**

2.3 Certificate of Amendment to the Certificate of Incorporation*

3.1 Form of Placement Agents' Warrant*

4. Form of Subscription Agreement**

6.1 Loan Agreement between Campagna Motors USA, Inc. and CIRBIN, Inc.**

6.2 Amendment to the Loan Agreement**

6.3 Distribution agreement between Campagna Motors USA, Inc. and CIRBIN, Inc.**

8. Form of Escrow Agreement*

11. Consent of Independent Auditor, dbb *mckennon**

12. Attorney opinion on legality of the offering**

15.1 Draft offering statement previously submitted pursuant to Rule 252(d) (incorporated by reference)**

15.2 Draft amended offering statement previously submitted pursuant to Rule 252(d) (incorporated by reference)**

*Filed herewith

** Previously filed with the Securities and Exchange Commission

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 the City of Boucherville, QC Canada, on December 8, 2017.

Campagna Motors USA, Inc.

By /s/ André Morissette

André Morissette, Chief Executive Officer of
Campagna Motors USA, Inc.

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

/s/ André Morissette
André Morissette, Chief Executive Officer (principal executive officer), principal financial officer, principal accounting officer and Director
Date: December 8, 2017

/s/ Alain Batty
Director
Date: December 8, 2017

/s/ Michael Hillman
Director
Date: December 8, 2017

Exhibit 1

CAMPAGNA MOTORS USA, INC.

PLACEMENT AGENCY AGREEMENT

[ ], 201[ ]

Midtown Partners & Co., LLC
380 Lexington Avenue, 30th Floor
New York, NY 10168

NMS Capital Advisors, LLC
433 North Camden Drive, 4th Floor
Beverly Hills, CA 90210

Dear Ladies and Gentlemen:

Campagna Motors USA, Inc., a Delaware corporation (the " **Company** "), proposes, subject to the terms and conditions contained in this Placement Agency Agreement (this " **Agreement** "), to issue and sell on a "best efforts" basis only up to a maximum of $14,000,000 of shares of its common stock, par value $0.00001 per share (the " **Common Stock** "), to investors, in an initial public offering (the " **Offering** ") pursuant to Tier 2 of Regulation A under the Securities Act of 1933, as amended (the " **Securities Act** "), through Midtown Partners & Co., LLC and NMS Capital Advisors, LLC (together, the " **Placement Agents** "), in connection with such sales. The shares of Common Stock to be sold in this Offering are collectively referred to herein as the " **Shares** ." The Shares are more fully described in the Offering Statement (as hereinafter defined). The Company hereby confirms its agreement to sell the Shares to investors (collectively, the " **Investors** ") in the Offering through the Placement Agents, acting on a best efforts basis only. In connection with such sales, Midtown Partners & Co., LLC and NMS Capital Advisors, LLC are acting as co-managers and Placement Agents in connection with the offering and sale of the Shares contemplated herein.

The Company hereby confirms its agreement with the Placement Agents concerning the purchase and sale of the Shares, as follows:

1. Agreement to Act on a Best Efforts Basis. (a) On the basis of the representations, warranties, covenants and other agreements of the Company herein contained and subject to all the terms and conditions of this Agreement, the Placement Agents agree to act on a "best efforts" basis only, in connection with the issuance and sale by the Company of the Shares to the Investors. The Placement Agents shall be the exclusive Placement Agents in connection with the offering and sale by the Company of the Shares pursuant to the Company's Offering Statement, with the terms of the Offering to be subject to market conditions and negotiations between the Company and the Placement Agents. Under no circumstances will the Placement Agents be obligated to underwrite or purchase any of the Shares for their own account or otherwise provide any financing. The Company will pay to the Placement Agents a fee (the " **Fee** ") as set forth below in Section 2(e) .

(b) The Placement Agents shall have the right to enter into selected dealer agreements with other broker-dealers participating in the Offering (each dealer being referred to herein as a " **Dealer** " and said dealers being collectively referred to herein as the " **Dealers** "). The Fee shall be re-allowable, in whole or in part, to the Dealers, as determined by the Placement Agents in their sole discretion. The Company will not be liable or responsible to any Dealer for direct payment of compensation to any Dealer, it being the sole and exclusive responsibility of the Placement Agents for payment of compensation to Dealers.

2. Offering and Sale of Shares; Delivery and Payment .

(a) The Company hereby authorizes the Placement Agents to act as its exclusive agents in connection with the Offering and to offer and sell the Shares on behalf of the Company at a price of $7.00 per Share. Prior to the earlier of (i) the date on which this Placement Agency Agreement is terminated and (ii) the final Closing Date (as hereinafter defined), the Company shall not, without the prior written consent of the Placement Agents, solicit or accept offers to purchase any equity securities of the Company (other than pursuant to the exercise of options or warrants to purchase Common Stock that are outstanding at the date hereof) otherwise than through the Placement Agents in accordance herewith.

(b) The Placement Agents hereby agree, as agents of the Company, to use their reasonable best efforts to solicit offers to purchase all or part of the Shares from the Company upon the terms and conditions set forth in the Offering Statement, the Final Offering Circular (as hereinafter defined) and Pricing Disclosure Materials (as hereinafter defined). The Placement Agents shall make reasonable best efforts to assist the Company in obtaining performance by each Investor whose offer to purchase Shares has been solicited by the Placement Agents and accepted by the Company, but the Placement Agents shall not have any liability to the Company in the event that any such purchase is not consummated for any reason. Under no circumstances will the Placement Agents be obligated to underwrite or to purchase any Shares for their own accounts or otherwise provide any financing and, in soliciting purchases of Shares, the Placement Agents shall act solely as the Company's agents and not as principals. Notwithstanding the foregoing, it is understood and agreed that the Placement Agents (or their affiliates) may, solely at their discretion and without any obligation to do so, purchase Shares as principals.

(c) Subject to the provisions of this Section (2) , offers for the purchase of Shares may be solicited by the Placement Agents as agents for the Company at such times and in such amounts as the Placement Agents deem advisable. Each Placement Agent shall have the right, in its discretion reasonably exercised, and without notice to the Company, to reject any offer to purchase the Shares received by it, in whole or in part, and any such rejection shall not be deemed a breach of its agreement contained herein.

(d) As compensation for the services rendered to the Company by the Placement Agents in respect of the Offering, the Company will pay to the Placement Agents, in U.S. currency, an aggregate amount equal to: (i) 7.0% of the gross proceeds received by the Company from the sale of any Shares to Investors that were introduced to the Company by either Placement Agent or any member of the selling group; and (ii) 4.0% of the gross proceeds received by the Company from the sale of any Shares to Investors not introduced to the Company by either Placement Agent or any member of the selling group. Prior to the initial Closing Date, the Placement Agents shall provide to the Company a list of all Investors in this Offering so introduced to the Company by either Placement Agent or any member of the selling group as set forth in Section (2)(d)(i) .

(e) No Shares which the Company has agreed to sell pursuant to this Agreement shall be deemed to have been purchased and paid for, or sold by the Company, until the appropriate corresponding amount of Shares shall have been delivered to Investors or Placement Agents for delivery to Investors against payment by therefore. If the Company shall default in its obligations to deliver the Shares to the Investors or Placement Agents on behalf of the Investors as per such instructions, the Company shall indemnify and hold the Placement Agents harmless against any loss, claim, damage or liability directly or indirectly arising from or as a result of such default by the Company.

(f) On or after the date of this Agreement, the Company, the Placement Agents and Rachel Boulds CPA, PLLC (the " **Escrow Agent** ") will enter into an escrow agreement substantially in the form included as an exhibit to the Offering Statement (the " **Escrow Agreement** "), pursuant to which an escrow account will be established at Esquire Bank (the " **Escrow Account** ") at the Company's expense.

(g) Prior to the Closing Date (as hereinafter defined), (i) each Investor will execute and deliver a Subscription Agreement (each, an " **Investor Subscription Agreement** ") to the Company or the Placement Agents for delivery to the Company and the Company will make available to the Placement Agents and the Escrow Agent copies of each such Investor Subscription Agreement that they receive; (ii) each Investor that executes a Subscription Agreement will transfer to the Escrow Account funds in an amount equal to the price per Share as shown on the cover page of the Final Offering Circular (as hereinafter defined) multiplied by the number of Shares subscribed by such Investor; (iii) any subscription funds received by a Placement Agent or member of the selling group from any Investor will be promptly transmitted to the Escrow Account in compliance with Rule 15c2-4 of the Securities Exchange Act of 1934, as amended (the " **Exchange Act** ") in accordance with the terms of the Investor Subscription Agreement, and (iv) the Escrow Agent will notify the Company and the Placement Agents in writing as to the balance of the collected funds in the Escrow Account.

(h) Subject to the terms and conditions hereof, payment for the purchase price for, and delivery of the Shares, shall be made at one or, at the discretion of the Placement Agents and the Company, more closings (each, a " **Closing** " and the date on which a Closing occurs, a " **Closing Date** "). At each Closing, payment for the purchase price sold for the Shares sold on the Closing Date shall be made to the Company from the Escrow Account against delivery of the Shares purchased on such Closing Date to the Investors, which delivery may be made through the facilities of the Depository Trust Company (" **DTC** ") or via book entry with the Company's securities registrar and transfer agent, Computershare (the " **Transfer Agent** "). Delivery of certificates in such names and denominations as the Placement Agents shall request in writing at least one (1) full Business Day prior to the Closing date shall be made against payment of the purchase price therefor from the Placement Agents (if any) and the Escrow Agent to the order of the Company. If the Escrow Agent shall have received written notice from the Company and the Placement Agents on or before 4:00 p.m., New York City time, one Business Day prior to the settlement of the sale of the Shares , or at such other time(s) on such other date(s) as may be agreed upon by the Company and the Placement Agents (each such date, a " **Closing Date** "), the Escrow Agent will release the Escrow Account for collection by the Company and the Placement Agents as provided in the Escrow Agreement and the Company shall deliver the Shares purchased on such Closing Date to the Investors in accordance with the delivery instructions set forth in the applicable Subscription Agreement or as otherwise provided by the Placement Agents, which delivery may be made through the facilities of the DTC or via book entry with the Transfer Agent. Each Closing shall take place at the office of Midtown Partners & Co., LLC or such other location as the Placement Agents and the Company shall mutually agree. All actions taken at each Closing shall be deemed to have occurred simultaneously on the date of the Closing.

(i) If the Company and the Placement Agents determine that the Offering will not proceed, then the Escrow Agent will promptly return the funds to the Investors without interest.

(j) On each Closing Date, the Company will issue to the Placement Agents (and/or their designee) warrants to purchase that number of shares of Common Stock equal to five percent (5%) of the shares issued and sold by the Company on each such Closing Date (adjusted upward to the nearest whole share) (the " **Placement Agents' Warrants** ") for an aggregate purchase price of $100.00. The Placement Agents' Warrant Agreement shall be in the form of Exhibit A attached hereto. The Placement Agents' Warrants shall have an exercise price per share equal to one hundred twenty five percent (120%) of the price per Share as shown on the cover page of the Final Offering Circular (as defined below). The Placement Agents' Warrant and the shares of Common Stock issuable upon exercise thereof are hereinafter referred to together as the " **Placement Agents' Securities** ." The Placement Agents' Warrants will be exercisable for a term of five years beginning on the Qualification Date (as defined below). The Placement Agents understand and agree that there are significant restrictions pursuant to Financial Industry Regulatory Authority (" **FINRA** ") Rule 5110 against transferring the Placement Agents' Warrants and the underlying shares of Common Stock during the one hundred eighty (180) days after the Qualification Date and by its acceptance thereof shall agree that it will not sell, transfer, assign, pledge or hypothecate the Placement Agents' Warrants, or any portion thereof, or be the subject of any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of such securities for a period of one hundred eighty (180) days following the Qualification Date to anyone other than (i) a Placement Agents or Dealer in connection with the offering contemplated hereby or (ii) a bona fide officer or partner of the Placement Agents or of any Placement Agents or Dealer; and only if any such transferee agrees to the foregoing lock-up restrictions.

Delivery of the Placement Agents' Warrants shall be made on each Closing Date and shall be issued in the name or names and in such authorized denominations as directed by the Placement Agents..

3. Representations and Warranties of the Company. The Company represents and warrants and covenants to the Placement Agents that:

(a) The Company has filed with the U.S. Securities and Exchange Commission (the " **Commission** ") an offering statement on Form 1-A and post qualification amendments (File No. 024-10706) (collectively, with the various parts of such offering statement, each as amended as of the Qualification Date for such part, including any Offering Circular and all exhibits to such offering statement, the " **Offering Statement** ") relating to the Shares pursuant to Regulation A as promulgated under the Securities Act, and the other applicable rules, orders and regulations (collectively referred to as the " **Securities Act Rules and Regulations** ") of the Commission promulgated under the Securities Act. At the time of such filing, the Company met the requirements for an offering statement of a Tier 2 offering under Regulation A of the Securities Act. The Company will file with the Commission under the Securities Act, a Final Offering Circular included in the Offering Statement relating to the offering of the Shares and the plan of distribution thereof and has advised the Placement Agents of all further information (financial and other) with respect to the Company required to be set forth therein. As used in this Agreement:

" **Applicable Time** " means [ ] (Eastern time) on the date of this Agreement;

" **Final Offering Circular** " means the final offering circular relating to the public offering of the Shares as filed with the Commission pursuant to Regulation A of the Securities Act Rules and Regulations;

" **Preliminary Offering Circular** " means any preliminary offering circular relating to the Shares included in the Offering Statement pursuant to Regulation A of the Rules and Regulations;

" **Pricing Disclosure Materials** " means the most recent Preliminary Offering Circular and the materials identified in Schedule 2-A hereto;

" **Qualification Date** " means the date as of which the Offering Statement was last qualified (if more than once) with the Commission pursuant to Regulation A, the Securities Act and the Securities Act Rules and Regulations; and

" **Testing-the-Waters Communication** " means any video or written communication with potential investors undertaken in reliance on Rule 255 of the Securities Act Rules and Regulations.

(b) Intentionally Omitted

(c) Intentionally omitted .

(d) No Stop Orders . Neither the Commission nor, to the Company's knowledge, any state regulatory authority has issued any order preventing or suspending the qualification or use of the Offering Statement or any amendment thereto, any Preliminary Offering Circular or the Final Offering Circular or has instituted or, to the Company's knowledge, threatened to institute, any proceedings with respect to such an order. The Company has complied with each request (if any) from the Commission for additional information.

(e) Qualification . The Offering Statement, at each Qualification Date, as of the date hereof, and as of the Closing Date, conformed and will conform in all material respects to the requirements of Regulation A, the Securities Act and the Securities Act Rules and Regulations.

(f) Disclosures in Offering Statement .

(i) Each of the Offering Statement and any post-qualification amendment thereto, at the time it became qualified, complied in all material respects with the requirements of the Securities Act and the Securities Act Rules and Regulations. The Offering Statement (any further documents to be filed with the Commission) contains all exhibits and schedules required by the Securities Act. Each Preliminary Offering Circular and the Final Offering Circular, at the time each was, or will be, filed with the Commission, complied in all material respects with the requirements of the Securities Act and the Securities Act Rules and Regulations. Each Preliminary Offering Circular delivered to the Placement Agents for use in connection with this Offering and will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(ii) Neither the Offering Statement nor any amendment thereto, at each Qualification Date, as of the Applicable Time, at each Closing Date, contained, contains or will contain an untrue statement of a material fact or omitted, omits or will omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(iii) The Preliminary Offering Circular did not, as of its date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided , however , that the Company makes no representation or warranty with respect to the statements contained in the Preliminary Offering Circular as provided by the Placement Agents in Section 8(b).

(iv) The Final Offering Circular will not, as of its date and on each Closing Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided , however , that the Company makes no representation or warranty with respect to the statements contained in the Final Offering Circular as provided by the Placement Agents in Section 8(b) .

(v) the Pricing Disclosure Materials and each Testing-the-Waters Communication, when considered together, did not, as of the Applicable Time, contain an untrue statement of a material fact or omit to state 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, provided , however , that the Company makes no representation or warranty with respect to the statements contained in the Preliminary Offering Circular as provided by the Placement Agents in Section 8(b) .

(vi) All post-qualification amendments to the Offering Statement reflecting events or facts arising after the date thereof which represent individually or in the aggregate, a fundamental change in the information set forth therein will have been so filed with the Commission.

(g) Exchange Act . The Company is not subject to the ongoing reporting requirements of Section 13 or 15(d) of the Exchange Act and has not been subject to an order by the Commission denying, suspending, or revoking the registration of any class of securities pursuant to Section 12(j) of the Exchange Act that was entered within five years preceding the date the Offering Statement was originally filed with the Commission. The Company is not, and has not been at any time during the two-year period preceding the date the Offering Statement was originally filed with the Commission, required to file with the Commission the ongoing reports required by the Securities Act Rules and Regulations under Regulation A. The Company has never been subject to the Investment Company Act of 1940.

(h) Disclosure of Agreements . The agreements and documents described in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular conform in all material respects to the descriptions thereof contained therein and there are no agreements or other documents required by the Securities Act and the Securities Act Rules and Regulations to be described in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular or to be filed with the Commission as exhibits to the Offering Statement, that have not been so described or filed. Each agreement or other instrument (however characterized or described) to which the Company is a party or by which it is or may be bound or affected and (i) that is referred to in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, or (ii) is material to the Company's business, has been duly authorized and validly executed by the Company, is in full force and effect in all material respects and is enforceable against the Company and, to the Company's knowledge, the other parties thereto, in accordance with its terms, except (x) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally, (y) as enforceability of any indemnification or contribution provision may be limited under the federal and state securities laws, and (z) 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. None of such agreements or instruments has been assigned by the Company, and neither the Company nor, to the Company's knowledge, any other party is in default thereunder and, to the Company's knowledge, no event has occurred that, with the lapse of time or the giving of notice, or both, would constitute a default thereunder. To the best of the Company's knowledge, performance by the Company of the material provisions of such agreements or instruments will not result in a violation of 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 assets or businesses (each, a " **Governmental Entity** "), including, without limitation, those relating to environmental laws and regulations.

(i) Prior Securities Transactions . No securities of the Company have been sold by the Company or by or on behalf of, or for the benefit of, any person or persons controlling, controlled by or under common control with the Company, except as disclosed in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular.

(j) Regulations . The disclosures in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular concerning the effects of federal, state, local and all foreign regulation on the Offering and the Company's business as currently contemplated are correct in all material respects and no other such regulations are required to be disclosed in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular which are not so disclosed.

(k) Disqualification Events . Neither the Company, nor any predecessor of the Company; nor any other issuer affiliated with the Company; nor any director or executive officer of the Company or other officer of the Company participating in the Offering, nor any beneficial owner of 20% or more of the Company's outstanding voting equity securities, nor any promoter connected with the Company, is subject to the disqualification provisions of Rule 262 of the Securities Act Rules and Regulations.

(l) Foreign Private Issuer . The Company is not a "foreign private issuer," as such term is defined in Rule 405 under the Securities Act.

(m) No Material Adverse Change . Since the respective dates as of which information is given in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, except as otherwise specifically stated therein: (i) there has been no material adverse change in the financial position or results of operations of the Company, nor any change or development that, singularly or in the aggregate, would involve a material adverse change or a prospective material adverse change, in or affecting the condition (financial or otherwise), results of operations, business, assets or prospects of the Company (a " **Material Adverse Change** "); (ii) there have been no material transactions entered into by the Company, other than as contemplated pursuant to this Agreement; and (iii) no officer or director of the Company has resigned from any position with the Company.

(n) Transactions and Agreement . Since the date as of which information is given in the most recent Preliminary Offering Circular, neither the Company nor any Subsidiary has entered or will before the Closing enter into any transaction or agreement, not in the ordinary course of business, that is material to the Company and its Subsidiaries taken as a whole or incurred or will incur any liability or obligation, direct or contingent, not in the ordinary course of business, that is material to the Company and its Subsidiaries taken as a whole, and neither the Company nor any Subsidiary has any plans to do any of the foregoing.

(o) Recent Securities Transactions, etc . Subsequent to the respective dates as of which information is given in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, and except as may otherwise be indicated or contemplated herein or disclosed in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, the Company has not: (i) issued any securities or incurred any liability or obligation, direct or contingent, for borrowed money; or (ii) declared or paid any dividend or made any other distribution on or in respect to its capital stock.

(p) Independent Accountants . To the knowledge of the Company, dbb *mckennon* LLP (the " **Auditor** "), whose report is filed with the Commission as part of the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, is an independent registered public accounting firm as required by the Securities Act and the Securities Act Rules and Regulations and the Public Company Accounting Oversight Board. The Auditor has not, during the periods covered by the financial statements included in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, provided to the Company any non-audit services, as such term is used in Section 10A(g) of the Exchange Act.

(q) Financial Statements, etc . The financial statements, including the notes thereto and supporting schedules included in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, fairly present the financial position and the results of operations of the Company at the dates and for the periods to which they apply; and such financial statements have been prepared in conformity with U.S. generally accepted accounting principles (" GAAP "), consistently applied throughout the periods involved (provided that unaudited interim financial statements are subject to year-end audit adjustments that are not expected to be material in the aggregate and do not contain all footnotes required by GAAP); and the supporting schedules included in the Offering Statement present fairly the information required to be stated therein. Except as included therein, no historical or pro forma financial statements are required to be included in the Offering Statement, the Pricing Disclosure Materials or the Final Offering Circular under the Securities Act or the Securities Act Rules and Regulations. The pro forma and pro forma as adjusted financial information and the related notes, if any, included in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular have been properly compiled and prepared in accordance with the applicable requirements of the Securities Act and the Securities Act Rules and Regulations and present fairly the information shown therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein. All disclosures contained in the Offering Statement, the Pricing Disclosure Materials or the Final Offering Circular regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission), if any, comply with the requirements of the securities laws. Each of the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular discloses all material off-balance sheet transactions, arrangements, obligations (including contingent obligations), and other relationships of the Company with unconsolidated entities or other persons that may have a material current or future effect on the Company's financial condition, changes in financial condition, results of operations, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses. Except as disclosed in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, (a) neither the Company nor any of its direct and indirect subsidiaries, including each entity disclosed or described in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular as being a subsidiary of the Company (each, a " **Subsidiary** " and, collectively, the " **Subsidiaries** "), has incurred any material liabilities or obligations, direct or contingent, or entered into any material transactions other than in the ordinary course of business, (b) the Company has not declared or paid any dividends or made any distribution of any kind with respect to its capital stock, (c) there has not been any change in the capital stock of the Company or any of its Subsidiaries, or, other than in the course of business, any grants under any stock compensation plan, and (d) there has not been any material adverse change in the Company's long-term or short-term debt.

(r) Authorized Capital; Options, etc . The Company had, at the date or dates indicated in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, the duly authorized, issued and outstanding capitalization as set forth therein. Based on the assumptions stated in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, the Company will have on the Closing Date the adjusted stock capitalization set forth therein. Except as set forth in, or contemplated by, the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, on each Qualification Date, as of the Applicable Time and on the Closing Date, there will be no stock options, warrants, or other rights to purchase or otherwise acquire any authorized, but unissued shares of Common Stock of the Company or any security convertible or exercisable into shares of Common Stock of the Company, or any contracts or commitments to issue or sell shares of Common Stock or any such options, warrants, rights or convertible securities.

(s) Outstanding Securities . All issued and outstanding securities of the Company issued prior to the transactions contemplated by this Agreement 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. The authorized shares of Common Stock conform in all material respects to all statements relating thereto contained in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular. The offers and sales of the outstanding shares of Common Stock were at all relevant times either registered under the Securities Act and the applicable state securities or "blue sky" laws or, based in part on the representations and warranties of the purchasers of such Shares, exempt from such registration requirements.

(t) Securities Sold Pursuant to this Agreement . The Shares and Placement Agents' Securities have been duly authorized for issuance and sale and, when issued and paid for, will be validly issued, fully paid and non-assessable, free and clear of all liens; the holders thereof are not and will not be subject to personal liability by reason of being such holders; the Shares and Placement Agents' Securities are not 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; and all corporate action required to be taken for the authorization, issuance and sale of the Shares and Placement Agents' Securities has been duly and validly taken. The Shares and Placement Agents' Securities conform in all material respects to all statements with respect thereto contained in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular. All corporate action required to be taken for the authorization, issuance and sale of the Placement Agents' Warrant Agreement has been duly and validly taken; the shares of Common Stock issuable upon exercise of the Placement Agents' Warrant have been duly authorized and reserved for issuance by all necessary corporate action on the part of the Company and when paid for and issued in accordance with the Placement Agents' Warrant and the Placement Agents' Warrant Agreement, such shares of Common Stock will be validly issued, fully paid and non-assessable, free and clear of all liens; the holders thereof are not and will not be subject to personal liability by reason of being such holders; and such shares of Common Stock are not 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.

(u) Registration Rights of Third Parties . No holders of any securities of the Company or any rights 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 Securities Act or to include any such securities in an Offering Statement to be filed by the Company.

(v) Validity and Binding Effect of Agreements . This Agreement, the Escrow Agreement and the Placement Agents' Warrant Agreement have been duly and validly authorized by the Company, and, when executed and delivered, will constitute, the valid and binding agreements 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 affecting creditors' rights generally; (ii) as enforceability of any indemnification or contribution provision may be limited under the federal and state securities laws; 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.

(w) No Conflicts, etc . The execution, delivery and performance by the Company of this Agreement, the Escrow Agreement, the Placement Agents' Warrant Agreement and all ancillary documents, the consummation by the Company of the transactions herein and therein contemplated and the compliance by the Company with the terms hereof and thereof do not and will not, with or without the giving of notice or the lapse of time or both: (i) result in a material breach of, or conflict with any of the terms and provisions of, or constitute a material 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 agreement or instrument to which the Company is a party; (ii) result in any violation of the provisions of the Company's Articles of Incorporation (as the same may be amended or restated from time to time, the " **Charter** ") or the Company's bylaws (as the same may be amended or restated from time to time, the " **Bylaws** "); or (iii) violate any existing applicable law, rule, regulation, judgment, order or decree of any Governmental Entity as of the date hereof.

(x) No Defaults; Violations . No material default exists in the due performance and observance of any term, covenant or condition of any material 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 material 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 Company is not in violation of any term or provision of its Charter or Bylaws, or in violation of any franchise, license, permit, applicable law, rule, regulation, judgment or decree of any Governmental Entity, except for any violation which would not reasonably be expected to result in a Material Adverse Change.

(y) Conduct of Business . Except as described in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, the Company and Campagna Motors Canada each 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 and bodies that it needs as of the date hereof to conduct its business purpose as described in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, except for the absence of which would not reasonably be expected to result in a Material Adverse Change. Campagna Motors Canada has not received any notice form any supplier, manufacturer or customer or distributor of any termination or potential litigation that will or could have a material adverse effect on its business.

(z) Transactions Contemplated Herein . The Company has all corporate power and authority to enter into this Agreement, the Placement Agents' Warrant Agreement and the Escrow Agreement and to carry out the provisions and conditions hereof and thereof, and all consents, authorizations, approvals and orders required in connection therewith have been obtained. No consent, authorization or order of, and no filing with, any court, government agency or other body is required for the valid issuance, sale and delivery of the Shares and the Placement Agents' Securities and the consummation of the transactions and agreements contemplated by this Agreement, the Placement Agents' Warrant Agreement and the Escrow Agreement and as contemplated by the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, except with respect to applicable federal and state securities laws and the rules and regulations of the Financial Industry Regulatory Authority, Inc. (" FINRA ").

(aa) D&O Questionnaires . To the Company's knowledge, without investigation, all information contained in the questionnaires (the " **Questionnaires** ") completed by each of the Company's directors and officers immediately prior to the Offering (the " **Insiders** ") as supplemented by all information concerning the Company's directors, officers and principal shareholders as described in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, as well as in the Lock-Up Agreement (as defined below), provided to Placement Agents, is true and correct in all material respects and the Company has not become aware of any information which would cause the information disclosed in the Questionnaires to become materially inaccurate and incorrect.

(bb) Litigation; Governmental Proceedings . There is no action, suit, proceeding, inquiry, arbitration, investigation, litigation or governmental proceeding pending or, to the Company's knowledge, threatened against, or involving the Company, Campagna Motors Canada or, to the Company's knowledge, any executive officer or director which has not been disclosed in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular.

(cc) Good Standing . The Company has been duly organized and is validly existing as a corporation and is in good standing under the laws of the State of Delaware as of the date hereof, and is duly qualified to do business and is in good standing in each other jurisdiction in which its ownership or lease of property or the conduct of business requires such qualification, except where the failure to qualify, singularly or in the aggregate, would not have or reasonably be expected to result in a Material Adverse Change.

(dd) Insurance . The Company will carry, or will be entitled to the benefits of, within a reasonable amount of time following the initial Closing, insurance with reputable insurers, in such amounts and covering such risks which the Company believes are adequate, including, but not limited to, directors and officers insurance coverage at least equal to $1,000,000 and the Company will include each Placement Agent as an additional insured party to the directors and officers insurance coverage and all such insurance is in full force and effect. The Company has no reason to believe that it will not be able (i) to obtain such insurance coverage and to renew such insurance coverage as and when such policies expire or (ii) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not result in a Material Adverse Change.

(ee) Finder's Fees . Except as described in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, there are no claims, payments, arrangements, agreements or understandings relating to the payment of a finder's, consulting or origination fee by the Company or any Insider with respect to the sale of the Shares hereunder or any other arrangements, agreements or understandings of the Company or, to the Company's knowledge, any of its shareholders that may affect the Placement Agents' compensation, as determined by FINRA.

(ff) Payments Within Twelve (12) Months . Except as described in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, the Company has not made any direct or indirect payments (in cash, securities or otherwise) to: (i) any person, as a finder's fee, consulting fee or otherwise, in consideration of such person raising capital for the Company or introducing to the Company persons who raised or provided capital to the Company; (ii) any FINRA member; or (iii) any person or entity that has any direct or indirect affiliation or association with any FINRA member, within the twelve (12) months prior to each Qualification Date, other than the payment to the Placement Agents as provided hereunder in connection with the Offering.

(gg) Use of Proceeds . None of the net proceeds of the Offering will be paid by the Company to any participating FINRA member or its affiliates, except as specifically authorized herein.

(hh) FINRA Affiliation . There is no (i) officer or director of the Company, (ii) beneficial owner of 5% or more of any class of the Company's securities or (iii) beneficial owner of the Company's unregistered equity securities which were acquired during the 180-day period immediately preceding the filing of the Offering Statement that is an affiliate or associated person of a FINRA member participating in the Offering (as determined in accordance with the rules and regulations of FINRA).

(ii) Information . All information provided by the Company in its FINRA questionnaire to Placement Agents' Counsel specifically for use by Placement Agents' Counsel in connection with its Public Offering System filings (and related disclosure) with FINRA is true, correct and complete in all material respects .

(jj) Foreign Corrupt Practices Act . None of the Company and its Subsidiaries or, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company and its Subsidiaries or any other person acting on behalf of the Company and its Subsidiaries, has, directly or indirectly, given or agreed to give any money, gift or similar benefit (other than legal price concessions to customers in the ordinary course of business) to any customer, supplier, employee or agent of a customer or supplier, or official or employee of any governmental agency or instrumentality of any government (domestic or foreign) or any political party or candidate for office (domestic or foreign) or other person who was, is, or may be in a position to help or hinder the business of the Company (or assist it in connection with any actual or proposed transaction) that (i) might subject the Company to any damage or penalty in any civil, criminal or governmental litigation or proceeding, (ii) if not given in the past, might have had a Material Adverse Change or (iii) if not continued in the future, might adversely affect the assets, business, operations or prospects of the Company. The Company has taken reasonable steps to ensure that its accounting controls and procedures are sufficient to cause the Company to comply in all material respects with the Foreign Corrupt Practices Act of 1977, as amended.

(kk) Compliance with OFAC . None of the Company and its Subsidiaries or, to the Company's knowledge, any director, officer, agent, employee or affiliate of the Company and its Subsidiaries or any other person acting on behalf of the Company and its Subsidiaries, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (" OFAC "), and the Company will not, directly or indirectly, use the proceeds of the Offering hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(ll) Money Laundering Laws . The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the " **Money Laundering Laws** "); and no action, suit or proceeding by or before any Governmental Entity involving the Company with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(mm) Officers' Certificate . Any certificate signed by any duly authorized officer of the Company and delivered to you or to Placement Agents' Counsel shall be deemed a representation and warranty by the Company to the Placement Agents as to the matters covered thereby.

(nn) Lock-Up Agreements. Schedule 3 hereto contains a complete and accurate list of the Company's officers, directors and each owner of the Company's outstanding shares of Common Stock (or securities convertible or exercisable into shares of Common Stock) (collectively, the " **Lock-Up Parties** "). The Company has caused each of the Lock-Up Parties to deliver to Placement Agents an executed Lock-Up Agreement, in the form attached hereto as Exhibit B (the " **Lock-Up Agreement** "), prior to the execution of this Agreement.

(oo) Subsidiaries . The Company has no subsidiaries.

(pp) Related Party Transactions . There are no business relationships or related party transactions involving the Company or any other person required to be described in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular that have not been described as required.

(qq) Board of Directors . The Board of Directors of the Company is comprised of the persons set forth under the heading of the Pricing Final Offering Circular and the Final Offering Circular captioned "Directors, Executive Officers and Significant Employees." The qualifications of the persons serving as board members and the overall composition of the board comply with applicable Commission rules and regulations.

(rr) Disclosure Controls . The Company has developed and currently maintains adequate disclosure controls and procedures, and such controls and procedures are effective to ensure that all material information concerning the Company pursuant to Regulation A and other applicable Commission rules and regulations will be made known on a timely basis to the individuals responsible for the preparation of the Company's filings and other public disclosure documents.

(ss) Intentionally omitted.

(tt) Accounting Controls . The Company and its Subsidiaries maintain systems of accounting controls that have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including, but not limited to, internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, the Company is not aware of any material weaknesses in its internal controls. The Company's auditors and the Board of Directors of the Company have been advised of: (i) all significant deficiencies and material weaknesses in the design or operation of the Company's accounting controls which are known to the Company's management and that have adversely affected or are reasonably likely to adversely affect the Company' ability to record, process, summarize and report financial information; and (ii) any fraud known to the Company's management, whether or not material, that involves management or other employees who have a significant role in the Company's accounting controls.

(uu) No Investment Company Status . The Company is not and, after giving effect to the Offering and the application of the proceeds thereof as described in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, will not be, required to register as an "investment company," as defined in the Investment Company Act of 1940, as amended. The Company is not a development stage company or a "business development company" as defined in Section 2(a)(48) of the Investment Company Act. The Company is not a blank check company and is not an issuer of fractional undivided interests in oil or gas rights or similar interests in other mineral rights. The Company is not an issuer of asset-backed securities as defined in Item 1101(c) of Regulation AB.

(vv) No Labor Disputes . No labor dispute with the employees of the Company or any of its Subsidiaries exists or, to the knowledge of the Company, is imminent.

(ww) Market Manipulation . The Company and its directors, officers or controlling persons have not taken, directly or indirectly, any action intended, or which might reasonably be expected, to cause or result, under the Securities Act or otherwise, in, or which has constituted, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Company's Common Stock.

(xx) Intellectual Property Rights . The Company and Campagna Motors Canada each owns or possesses or has valid rights to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses, inventions, trade secrets and similar rights (" **Intellectual Property Rights** ") necessary for the conduct of its business as currently carried on and as described in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular. To the knowledge of the Company, no action or use by the Company or Campagna Motors Canada necessary for the conduct of its business as currently carried on and as described in the Offering Statement and the Final Offering Circular will involve or give rise to any infringement of, or license or similar fees for, any Intellectual Property Rights of others. Neither the Company nor Campagna Motors Canada has received any notice alleging any such infringement, fee or conflict with asserted Intellectual Property Rights of others. Except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Change (i) to the knowledge of the Company, there is no infringement, misappropriation or violation by third parties of any of the Intellectual Property Rights owned by the Company; (ii) there is no pending or, to the knowledge of the Company, threatened action, suit, proceeding or claim by others challenging the rights of the Company or Campagna Motors Canada in or to any such Intellectual Property Rights, and the Company is unaware of any facts which would form a reasonable basis for any such claim, that would, individually or in the aggregate, together with any other claims in this Section 3(xx) , reasonably be expected to result in a Material Adverse Change; (iii) the Intellectual Property Rights owned by the Company and Campagna Motors Canada and, to the knowledge of the Company, the Intellectual Property Rights licensed to the Company have not been adjudged by a court of competent jurisdiction invalid or unenforceable, in whole or in part, and there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity or scope of any such Intellectual Property Rights, and the Company is unaware of any facts which would form a reasonable basis for any such claim that would, individually or in the aggregate, together with any other claims in this clause (xx), reasonably be expected to result in a Material Adverse Change or a material adverse change in the business of Campagna Motors Canada ; (iv) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company or Campagna Motors Canada infringes, misappropriates or otherwise violates any Intellectual Property Rights or other proprietary rights of others, the Company has not received any written notice of such claim and the Company is unaware of any other facts which would form a reasonable basis for any such claim that would, individually or in the aggregate, together with any other claims in this clause (xx), reasonably be expected to result in a Material Adverse Change; and (v) to the Company's knowledge, no employee of the Company or Campagna Motors Canada is in or has ever been in violation in any material respect of any term of any employment contract, patent disclosure agreement, invention assignment agreement, non-competition agreement, non-solicitation agreement, nondisclosure agreement or any restrictive covenant to or with a former employer where the basis of such violation relates to such employee's employment with the Company or Campagna Motors Canada, or actions undertaken by the employee while employed with the Company or Campagna Motors Canada and could reasonably be expected to result, individually or in the aggregate, in a Material Adverse Change or a material adverse change in the business of Campagna Motors Canada. To the Company's knowledge, all material technical information developed by and belonging to the Company or a material adverse change in the business of Campagna Motors Canada which has not been patented has been kept confidential. The Company is not a party to or bound by any options, licenses or agreements with respect to the Intellectual Property Rights of any other person or entity that are required to be set forth in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular and are not described therein. The Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular contain in all material respects the same description of the matters set forth in the preceding sentence. None of the technology employed by the Company or Campagna Motors Canada has been obtained or is being used by the Company or Campagna Motors Canada in violation of any contractual obligation binding on the Company or Campagna Motors Canada or, to the Company's knowledge, any of its officers, directors or employees, or otherwise in violation of the rights of any persons.

(yy) Taxes . Each of the Company and its Subsidiaries has filed all returns (as hereinafter defined) required to be filed with taxing authorities prior to the date hereof or has duly obtained extensions of time for the filing thereof. Each of the Company and its Subsidiaries has paid all taxes (as hereinafter defined) shown as due on such returns that were filed and has paid all taxes imposed on or assessed against the Company or such respective Subsidiary. The provisions for taxes payable, if any, shown on the financial statements filed with or as part of the Offering Statement are sufficient for all accrued and unpaid taxes, whether or not disputed, and for all periods to and including the dates of such consolidated financial statements. Except as disclosed in writing to the Placement Agents, (i) no issues have been raised (and are currently pending) by any taxing authority in connection with any of the returns or taxes asserted as due from the Company or its Subsidiaries, and (ii) no waivers of statutes of limitation with respect to the returns or collection of taxes have been given by or requested from the Company or its Subsidiaries. The term "taxes" means all federal, state, local, foreign and other net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, lease, service, service use, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatever, together with any interest and any penalties, additions to tax or additional amounts with respect thereto. The term "returns" means all returns, declarations, reports, statements and other documents required to be filed in respect to taxes.

(zz) ERISA Compliance . Except in each case that would not reasonably be expected to result in a Material Adverse Change, the Company and any "employee benefit plan" (as defined under the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder (collectively, " ERISA ")) established or maintained by the Company or its "ERISA Affiliates" (as defined below) are in compliance in all material respects with ERISA. "ERISA Affiliate" means, with respect to the Company, any member of any group of organizations described in Sections 414(b), (c),(m) or (o) of the Internal Revenue Code of 1986, as amended, and the regulations and published interpretations thereunder (the " **Code** ") of which the Company is a member. No "reportable event" (as defined under ERISA) has occurred or is reasonably expected to occur with respect to any "employee benefit plan" established or maintained by the Company or any of its ERISA Affiliates. No "employee benefit plan" established or maintained by the Company or any of its ERISA Affiliates, if such "employee benefit plan" were terminated, would have any "amount of unfunded benefit liabilities" (as defined under ERISA). Neither the Company nor any of its ERISA Affiliates has incurred or reasonably expects to incur any material liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any "employee benefit plan" or (ii) Sections 412, 4971, 4975 or 4980B of the Code. Each "employee benefit plan" established or maintained by the Company or any of its ERISA Affiliates that is intended to be qualified under Section 401(a) of the Code is so qualified and, to the knowledge of the Company, nothing has occurred, whether by action or failure to act, which would cause the loss of such qualification.

(aaa) Compliance with Laws . The Company and Campagna Motors Canada: (i) is and at all times has been in compliance with all statutes, rules, or regulations applicable to the ownership, testing, development, manufacture, packaging, processing, use, distribution, marketing, labeling, promotion, sale, offer for sale, storage, import, export or disposal of any product manufactured or distributed by the Company or Campagna Motors Canada (" **Applicable Laws** "), except as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Change or a material adverse change in the business of Campagna Motors Canada; (ii) has not received any warning letter, untitled letter or other correspondence or notice from any other governmental authority alleging or asserting noncompliance with any Applicable Laws or any licenses, certificates, approvals, clearances, authorizations, permits and supplements or amendments thereto required by any such Applicable Laws (" **Authorizations** "); (iii) possesses all material Authorizations and such Authorizations are valid and in full force and effect and are not in material violation of any term of any such Authorizations; (iv) has not received notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from any governmental authority or third party alleging that any product operation or activity is in violation of any Applicable Laws or Authorizations and has no knowledge that any such governmental authority or third party is considering any such claim, litigation, arbitration, action, suit, investigation or proceeding; (v) has not received notice that any governmental authority has taken, is taking or intends to take action to limit, suspend, modify or revoke any Authorizations and has no knowledge that any such governmental authority is considering such action; (vi) has filed, obtained, maintained or submitted all material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable Laws or Authorizations and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and correct on the date filed (or were corrected or supplemented by a subsequent submission); and (vii) has not, either voluntarily or involuntarily, initiated, conducted, or issued or caused to be initiated, conducted or issued, any recall, market withdrawal or replacement, safety alert, post-sale warning, "dear doctor" letter, or other notice or action relating to the alleged lack of safety or efficacy of any product or any alleged product defect or violation and, to the Company's knowledge, no third party has initiated, conducted or intends to initiate any such notice or action.

(bbb) Ineligible Issuer . At the time of filing the Offering Statement and any post-effective amendment thereto, at the time of qualification of the Offering Statement and any amendment thereto, at the earliest time thereafter that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) of the Securities Act Rules and Regulations) of the Shares and at the date hereof, the Company was not and is not an "ineligible issuer," as defined in Rule 405, without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company be considered an ineligible issuer .

(ccc) Integration . The Company has not sold or issued any securities that would be integrated with the offering of the Shares contemplated by this Agreement pursuant to the Securities Act, the Securities Act Rules and Regulations or the interpretations thereof by the Commission or that would fail to come within the safe harbor for integration under Regulation A.

(ddd) Real Property . The Company and its Subsidiaries have good and marketable title in fee simple to, or have valid rights to lease or otherwise use, all items of real or personal property which are material to the business of the Company and its Subsidiaries taken as a whole, in each case free and clear of all liens, encumbrances, security interests, claims and defects that do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company or its Subsidiaries; and all of the leases and subleases material to the business of the Company and its subsidiaries, considered as one enterprise, and under which the Company or any of its Subsidiaries holds properties described in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, are in full force and effect, and neither the Company nor any Subsidiary has received any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any Subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or such Subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease.

(eee) Contracts Affecting Capital . There are no transactions, arrangements or other relationships between and/or among the Company, any of its affiliates (as such term is defined in Rule 405 of the Securities Act Rules and Regulations) and any unconsolidated entity, including, but not limited to, any structured finance, special purpose or limited purpose entity that could reasonably be expected to materially affect the Company's or its Subsidiaries' liquidity or the availability of or requirements for their capital resources required to be described or incorporated by reference in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular which have not been described or incorporated by reference as required.

(fff) Loans to Directors or Officers . There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees or indebtedness by the Company or its Subsidiaries to or for the benefit of any of the officers or directors of the Company, its Subsidiaries or any of their respective family members, except as disclosed in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular.

(ggg) Intentionally Omitted

(hhh) Industry Data . The statistical and market-related data included in each of the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular are based on or derived from sources that the Company reasonably and in good faith believes are reliable and accurate or represent the Company's good faith estimates that are made on the basis of data derived from such sources.

(iii) Reverse Stock Split . The Company has taken all necessary corporate action to effectuate a reverse stock split of its shares of Common Stock on the basis of one (1) such share for each eight and one third (8.33) issued and outstanding shares thereof (the " **Reverse Stock Split** "), which such Reverse Stock Split was effective on December 5, 2017.

(jjj) Emerging Growth Company . From the time of the initial submission of the Offering Statement to the Commission (or, if earlier, the first date on which the Company engaged directly in or through any Person authorized to act on its behalf in any Testing-the Waters Communication) through the date hereof, the Company has been and is an "emerging growth company," as defined in Section 2(a) of the Securities Act (an " **Emerging Growth Company** "). "Testing-the-Waters Communication" means any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the Securities Act.

(kkk) Testing-the-Waters Communications . The Company has not (i) alone engaged in any Testing-the-Waters Communications, other than Testing-the-Waters Communications with the written consent of the Placement Agents and with entities that are qualified institutional buyers within the meaning of Rule 144A under the Securities Act or institutions that are accredited investors within the meaning of Rule 501 under the Securities Act and (ii) authorized anyone other than the Placement Agents to engage in Testing-the-Waters Communications. The Company confirms that the Placement Agents have been authorized to act on its behalf in undertaking Testing-the-Waters Communications. The Company has not distributed any Written Testing-the-Waters Communications other than those listed on Schedule 2-B hereto. "Written Testing-the-Waters Communication" means any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Securities Act.

(lll) Intentionally omitted .

(mmm) Margin Securities . The Company owns no "margin securities" as that term is defined in Regulation U of the Board of Governors of the Federal Reserve System (the " **Federal Reserve Board** "), and none of the proceeds of Offering will be used, directly or indirectly, for the purpose of purchasing or carrying any margin security, for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase or carry any margin security or for any other purpose which might cause any of the shares of Common Stock to be considered a "purpose credit" within the meanings of Regulation T, U or X of the Federal Reserve Board.

(nnn) Intentionally omitted .

(ooo) No Registration Rights . No person or entity has the right to require registration of shares of Common Stock or other securities of the Company or any of its subsidiaries because of the filing or qualification of the Offering Statement or otherwise, except for persons and entities who have expressly waived such right in writing or who have been given timely and proper written notice and have failed to exercise such right within the time or times required under the terms and conditions of such right. Except as described in the Offering Statement, Pricing Disclosure Materials and Final Offering Circular, there are no persons with registration rights or similar rights to have any securities registered by the Company or any of its subsidiaries under the Securities Act.

(ppp) Governing Law; Consent to Jurisdiction . The Company has the power to submit, and pursuant to Section 13 of this Agreement, has legally, validly, effectively and irrevocably submitted, to the personal jurisdiction of each United States federal court and New York state court located in the Borough of Manhattan, in the City of New York, New York, U.S.A. (each, a " **New York Court** "), and the Company has the power to designate, appoint and authorize, and pursuant to Section 13 of this Agreement, has legally, validly, effectively and irrevocably designated, appointed and authorized an agent for service of process in any action arising out of or relating to this Agreement or the Shares in any New York Court, and service of process effected on such authorized agent will be effective to confer valid personal jurisdiction over the Company as provided in Section 13 hereof.

(qqq) Insolvency . The Company and its subsidiaries, individually and on a consolidated basis, are not as of the date hereof, and after giving effect to the transactions contemplated hereby to occur on the Closing Date, will not be Insolvent (as defined below). For purposes of this Section 3(qqq) , "Insolvent" means, with respect to any person, (i) the present fair saleable value of such person's assets is less than the amount required to pay such person's total Indebtedness, (ii) such person is unable to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured, (iii) such person intends to incur or believes that it will incur debts that would be beyond its ability to pay as such debts mature or (iv) such person has unreasonably small capital with which to conduct the business in which it is engaged as such business is now conducted and is proposed to be conducted.

4. Covenants of the Company . The Company covenants and agrees as follows:

(a) Amendments to Offering Statement . The Company shall deliver to the Placement Agents, prior to filing, any amendment or supplement to the Offering Statement or Final Offering Circular proposed to be filed after each Qualification Date and not file any such amendment or supplement to which either Placement Agent shall reasonably object in writing.

(b) Qualification . The Offering Statement, including the Post Qualification Amendment has become qualified, and the Company will file the Final Offering Circular, subject to the prior approval of the Placement Agents, pursuant to Rule 253 and Regulation A, within the prescribed time period and will provide a copy of such filing to the Placement Agents promptly following such filing.

(c) Amendments to the Offering Statement . The Company will not, during such period as the Final Offering Circular would be required by law to be delivered in connection with sales of the Shares by an underwriter or dealer in connection with the offering contemplated by this Agreement (whether physically or through compliance with Rules 251 and 254 under the Securities Act or any similar rule(s)), file any amendment or supplement to the Offering Statement or the Final Offering Circular unless a copy thereof shall first have been submitted to the Placement Agents within a reasonable period of time prior to the filing thereof and the Placement Agents shall not have reasonably objected thereto in good faith.

(d) Offering Statement . The Company will notify the Placement Agents promptly, and will, if requested, confirm such notification in writing: (i) when any amendment to the Offering Statement is filed; (ii) of any request by the Commission for any amendments to the Offering Statement or any amendment or supplements to the Final Offering Circular or for additional information; (iii) of the issuance by the Commission of any stop order preventing or suspending the qualification of the Offering Statement or the Final Offering Circular, or the initiation of any proceedings for that purpose or the threat thereof; (iv) of becoming aware of the occurrence of any event that in the judgment of the Company makes any statement made in the Offering Statement, the Preliminary Offering Circular, the Pricing Disclosure Materials or the Final Offering Circular untrue in any material respect or that requires the making of any changes in the Offering Statement, the Preliminary Offering Circular, the Pricing Disclosure Materials or the Final Offering Circular in order to make the statements therein, in light of the circumstances in which they are made, not misleading; and (v) of receipt by the Company of any notification with respect to any suspension of the qualification or exemption from registration of the Shares for offer and sale in any jurisdiction. If at any time the Commission shall issue any order suspending the qualification of the Offering Statement in connection with the offering contemplated hereby or in connection with sales of Common Stock pursuant to market making activities by the Placement Agents, the Company will make every reasonable effort to obtain the withdrawal of any such order at the earliest possible moment. If the Company has omitted any information from the Offering Statement, it will use its best efforts to comply with the provisions of and make all requisite filings with the Commission pursuant to Regulation A, the Securities Act and the Securities Act Rules and Regulations and to notify the Placement Agents promptly of all such filings.

(e) Continued Compliance . If, at any time when the Final Offering Circular relating to the Shares is required to be delivered under the Securities Act, the Company becomes aware of the occurrence of any event as a result of which the Final Offering Circular, as then amended or supplemented, would, in the reasonable judgment of counsel to the Company or counsel to the Placement Agents, include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or the Offering Statement, as then amended or supplemented, would, in the reasonable judgment of counsel to the Company or counsel to the Placement Agents, include any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading, or if for any other reason it is necessary, in the reasonable judgment of counsel to the Company or counsel to the Placement Agents, at any time to amend or supplement the Final Offering Circular or the Offering Statement to comply with the Securities Act or the Securities Act Rules and Regulations, the Company will promptly notify the Placement Agents and will promptly prepare and file with the Commission, at the Company's expense, an amendment to the Offering Statement and/or an amendment or supplement to the Final Offering Circular that corrects such statement and/or omission or effects such compliance and will deliver to the Placement Agents, without charge, such number of copies thereof as the Placement Agents may reasonably request. The Company consents to the use of the Final Offering Circular or any amendment or supplement thereto by the Placement Agents, and the Placement Agents agree to provide to each Investor, prior to the Closing, a copy of the Final Offering Circular and any amendments or supplements thereto.

(f) Delivery of Offering Documents to the Placement Agents . The Company will furnish to the Placement Agents and their counsel, without charge (i) one conformed copy of the Offering Statement as originally filed with the Commission and each amendment thereto, including financial statements and schedules, and all exhibits thereto, and (ii) so long as an offering circular relating to the Shares is required to be delivered under the Securities Act or the Securities Act Rules and Regulations, as many copies of each Preliminary Offering Circular or the Final Offering Circular or any amendment or supplement thereto as the Placement Agents may reasonably request.

(g) Written Testing-the-Waters Communication . If at any time following the distribution of any Written Testing-the-Waters Communication there occurred or occurs an event or development as a result of which such Written Testing-the-Waters Communication included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Company has or will promptly notify the Placement Agents in writing and has or will promptly amend or supplement, at its own expense, such Written Testing-the-Waters Communication to eliminate or correct such untrue statement or omission.

(h) Undertakings . The Company will comply with any undertakings contained in the Offering Statement.

(i) Review of Financial Statements. For a period of five (5) years after the date of this Agreement, the Company, at its expense, shall cause its regularly engaged independent registered public accounting firm to review (but not audit) the Company's financial statements included in each semiannual report filed with the Commission and, if applicable, the Company's financial statement included in filings with the Commission for the three fiscal quarters immediately preceding the announcement of any quarterly financial information.

(j) Intentionally omitted.

(k) Intentionally omitted.

(l) Periodic Reports, etc . For a period of three (3) years after the date of this Agreement, the Company shall furnish or make available to the Placement Agents copies of such financial statements and other periodic and special reports as the Company from time to time furnishes generally to holders of any class of its securities and also promptly furnish to the Placement Agents: (i) a copy of each periodic report the Company shall be required to file with the Commission pursuant to Regulation A or otherwise; (ii) a copy of every press release and every news item and article with respect to the Company or its affairs which was released by the Company; (iii) a copy of each other filing with the Commission prepared and filed by the Company; (iv) five copies of each offering statement filed by the Company under the Securities Act; and (v) such additional documents and information with respect to the Company and the affairs of any future subsidiaries of the Company as the Placement Agents may from time to time reasonably request; provided the Placement Agents shall sign, if requested by the Company, a Regulation FD compliant confidentiality agreement which is reasonably acceptable to the Placement Agents and Placement Agents Counsel in connection with the Placement Agents' receipt of such information. Documents filed with the Commission pursuant to its EDGAR system shall be deemed to have been delivered to the Placement Agents pursuant to this clause (l).

(m) Transfer Agent; Transfer Sheets . For a period of three (3) years after the date of this Agreement, the Company shall retain a Transfer Agent and registrar acceptable to the Placement Agents and shall furnish to the Placement Agents at the Company's sole cost and expense such transfer sheets of the Company's securities as the Placement Agents may reasonably request, including the daily and monthly consolidated transfer sheets of the Transfer Agent and DTC. Computershare is acceptable to the Placement Agents to act as Transfer Agent for the shares of Common Stock.

(n) Intentionally omitted.

(o) General Expenses Related to the Offering . The Company hereby agrees to pay on each of the Closing Date to the extent not paid at the Closing Date, all expenses incident to the performance of the obligations of the Company under this Agreement, including, but not limited to: (a) all filing fees relating to the qualification of the Shares to be sold in the Offering with the Securities and Exchange Commission; (b) all filing fees associated with the review of the Offering by FINRA; (c) all fees and expenses relating to the listing of such Shares on the Nasdaq Capital Market, the Nasdaq Global Market, Nasdaq Global Select Market or the NYSE Amex and on such other stock exchanges as the Company and the Placement Agents together determine; (d) the costs of preparing, printing and delivering certificates representing the Securities; (e) fees and expenses of the transfer agent for the Common Stock; (f) stock transfer and/or stamp taxes, if any, payable upon the transfer of securities from the Company to the Placement Agents; (g) the fees and expenses of the Company's accountants; (h) the fees and expenses of the Company's legal counsel and other agents and representatives; (i) all fees, expenses and disbursements relating to the registration or qualification of such Shares under the "blue sky" securities laws of such states and other jurisdictions as the Placement Agents may reasonably designate (including, without limitation, all filing and registration fees, and the reasonable fees and disbursements of "blue sky" counsel, it being agreed that such fees and expenses will be limited to: (i) if the Offering is commenced on either the Nasdaq Global Market, Nasdaq Global Select Market, Nasdaq Capital Market or the NYSE MKT, the Company will make a payment of $2,500 to such counsel at Closing or (ii) if the Offering is commenced on the Over the Counter Bulletin Board, the Company will make a payment of $7,500 to such counsel upon the commencement of "blue sky" work by such counsel and an additional $2,500 at Closing); (j) up to $20,000 of the Placement Agents' actual accountable "road show" expenses for the Offering; and (k) the fees and expenses of legal counsel to the Placement Agents not to exceed $50,000. Any expenses not listed above which are greater than $500 must be pre-approved by the Company. In addition, the Company previously paid to the Placement Agents a deposit for the following expenses: $1,000 to conduct personal background checks on the Company's officers and directors using a background investigation agency. The Placement Agents may deduct from the net proceeds of the Offering payable to the Company on the Closing Date, the expenses set forth herein to be paid by the Company to the Placement Agents. The Placement Agents may deduct from the net proceeds of the Offering payable to the Company on the Closing Date the expenses set forth in this Section 4(o) to be paid by the Company to the Placement Agents, less the Advance (as such term is defined in Section 9(c) hereof); *provided* , *however* , that in the event that the Offering is terminated, the Company agrees to reimburse the Placement Agents pursuant to Section 9 hereof, which states, among other things, that any advance received by the Placement Agents for out-of-pocket accountable expenses will be reimbursed to the Company to the extent not actually incurred in compliance with FINRA Rule 5110(f)(2)(C).

(p) Intentionally omitted.

(q) Application of Net Proceeds . The Company shall apply the net proceeds from the Offering received by it in a manner consistent with the application thereof described under the caption "Use of Proceeds" in the Offering Statement, the Pricing Disclosure Package and the Prospectus.

(r) Delivery of Earnings Statements to Security Holders . The Company shall make generally available to its security holders as soon as practicable, but not later than the first day of the fifteenth (15^{th}) full calendar month following the date of this Agreement, an earnings statement (which need not be certified by independent registered public accounting firm unless required by the Securities Act or the Securities Act Regulations, but which shall satisfy the provisions of Rule 158(a) under Section 11(a) of the Securities Act) covering a period of at least twelve (12) consecutive months beginning after the date of this Agreement, subject to the Company's periodic filings with the Commission.

(s) Stabilization . Neither the Company nor, to its knowledge, any of its employees, directors or shareholders (without the consent of the Placement Agents) has taken or shall take, directly or indirectly, any action designed to or that has constituted or that might reasonably be expected to cause or result in, under Regulation M of the Exchange Act, or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares.

(t) Internal Controls . Except as to the extent disclosed in the Offering Statement, the Company shall maintain a system of internal accounting controls sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary in order to permit preparation of financial statements in accordance with GAAP and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(u) Accountants . As of the date of this Agreement, the Company shall retain an independent registered public accounting firm reasonably acceptable to the Placement Agents, and the Company shall continue to retain a nationally recognized independent registered public accounting firm for a period of at least three (3) years after the date of this Agreement. The Placement Agents acknowledges that the Auditor is acceptable to the Placement Agents.

(v) FINRA . For a period of six (6) months from the date of this Agreement, the Company shall advise the Placement Agents (who shall make an appropriate filing with FINRA) if it is or becomes aware that (i) any officer or director of the Company, (ii) any beneficial owner of 5% or more of any class of the Company's securities or (iii) any beneficial owner of the Company's unregistered equity securities which were acquired during the 180 days immediately preceding the filing of the Offering Statement is or becomes an affiliate or associated person of a FINRA member participating in the Offering (as determined in accordance with the rules and regulations of FINRA).

(w) No Fiduciary Duties . The Company acknowledges and agrees that the Placement Agents' responsibility to the Company is solely contractual in nature and that none of the Placement Agents or their affiliates or any Placement Agent shall be deemed to be acting in a fiduciary capacity, or otherwise owes any fiduciary duty to the Company or any of its affiliates in connection with the Offering and the other transactions contemplated by this Agreement.

(x) Restriction on Sales of Capital Stock . The Company, on behalf of itself and any successor entity, agrees that, without the prior written consent of Placement Agents, it will not, for a period of 180 days after the date of this Agreement (the " **Lock-Up Period** "), (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of capital stock of the Company or any securities convertible into or exercisable or exchangeable for shares of capital stock of the Company; (ii) file or caused to be filed any registration statement with the Commission relating to the offering of any shares of capital stock of the Company or any securities convertible into or exercisable or exchangeable for shares of capital stock of the Company; (iii) complete any offering of debt securities of the Company, other than entering into a line of credit with a traditional bank or (iv) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of capital stock of the Company, whether any such transaction described in clause (i), (ii), (iii) or (iv) above is to be settled by delivery of shares of capital stock of the Company or such other securities, in cash or otherwise.

The restrictions contained in this Section 4(x) shall not apply to (i) the shares of Common Stock to be sold hereunder, (ii) the issuance by the Company of shares of Common Stock upon the exercise of a stock option or warrant or the conversion of a security outstanding on the date hereof, of which the Placement Agents have been advised in writing, or (iii) the issuance by the Company of stock options or shares of capital stock of the Company under any equity compensation plan of the Company, provided that in each of (ii) and (iii) above, the underlying shares shall be restricted from sale during the entire Lock-Up Period.

(y) Restriction on Continuous Offerings. The Company, on behalf of itself and any successor entity, agrees that, without the prior written consent of the Placement Agents, it will not undertake or engage, for a period of 12 months after the date of this Agreement, directly or indirectly, in any "at-the-market" or continuous equity transaction, offer to sell, sell, contract to sell, grant any option to sell or otherwise dispose of shares of capital stock of the Company or any securities convertible into or exercisable or exchangeable for shares of capital stock of the Company.

(z) Release of D&O Lock-up Period. If the Placement Agents, in their sole discretion, agrees to release or waive the restrictions set forth in the Lock-Up Agreements described in Section 3(nn) hereof for an officer or director of the Company and provide the Company with notice of the impending release or waiver at least three (3) Business Days before the effective date of the release or waiver, the Company agrees to announce the impending release or waiver by a press release substantially in the form of Exhibit C hereto through a major news service at least two (2) Business Days before the effective date of the release or waiver.

(aa) Blue Sky Qualifications and/or Notifications. The Company shall use its best efforts, in cooperation with the Placement Agents, if necessary, to make all filings under the applicable securities laws of such states and other jurisdictions (domestic or foreign) as the Placement Agents may designate and (if required) to maintain such qualifications and/or notifications in effect so long as required to complete the distribution of the Shares; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(bb) Emerging Growth Company Status. The Company shall promptly notify the Placement Agents if the Company ceases to be an Emerging Growth Company at any time prior to the later of (i) completion of the distribution of the Shares within the meaning of the Securities Act and (ii) fifteen (15) days following the completion of the Lock-Up Period.

(cc) Intentionally Omitted.

(dd) Board Composition and Board Designations. The Company shall ensure that the qualifications of the persons serving as members of the Board of Directors and the overall composition of the Board comply with the Delaware General Corporation Law and the applicable Commission rules and regulations, and in the event the Company seeks to have its Shares listed on an exchange or quoted on an automated quotation system, then such composition will comply with the rules of any such exchange or automated quotation system.

(ee) Prohibition on Press Releases and Public Announcements. The Company shall not issue press releases or engage in any other publicity, without Midtown Partners & Co., LLC prior written consent, for a period ending at 5:00 p.m., Eastern time, on the first (1st) Business Day following the forty-fifth (45th) day after the Closing Date, other than normal and customary releases issued in the ordinary course of the Company's business.

(ff) Intentionally omitted .

5. Representations and Warranties of the Placement Agents; Covenants of the Placement Agents. Each of the Placement Agents severally and not jointly represents, warrants and covenants to the Company that:

(a) Written Testing-the-Waters Communication . Each Placement Agent agrees that it shall not include any " **issuer information** " (as defined in Rule 433 under the Securities Act) in any Written Testing-the-Waters Communication used or referred to by such Placement Agent without the prior consent of the Company (any such issuer information with respect to whose use the Company has given its consent, " **Permitted Issuer Information** "), provided that " **issuer information** " (as defined in Rule 433 under the Securities Act) within the meaning of this Section 5 shall not be deemed to include information prepared by the Placement Agent on the basis of, or derived from, "issuer information."

(b) Disqualification . Neither the Placement Agents nor any Dealer, nor any managing member of the Placement Agents, nor any director or executive officer of the Placement Agents or other officer of the Placement Agents is subject to the disqualification provisions of Rule 262 of the Securities Act Rules and Regulations. No registered representative of the Placement Agents or any Dealer, or any other person being compensated by or through the Placement Agents or any Dealer for the solicitation of Investors, is subject to the disqualification provisions of Rule 262 of the Securities Act Rules and Regulations.

(c) FINRA . Each Placement Agent is a member of FINRA and each of them and their respective employees and representatives have all required licenses and registrations to act under this Agreement, and each shall remain a member or duly licensed, as the case may be, during the Offering.

(d) Participating Dealer Agreements . Except for Participating Dealer Agreements, no agreement will be made by the Placement Agents with any person permitting the resale, repurchase or distribution of any Shares purchased by such person.

(e) Offering Materials . Except as otherwise consented to by the Company, no Placement Agent has used and will not use or distribute any written offering materials other than the Preliminary Offering Circular, Pricing Disclosure Materials and the Final Offering Circular. Each Placement Agent has not and will not use any "broker-dealer use only" materials with members of the public, or has not and will not make any unauthorized verbal representations or verbal representations which contradict or are inconsistent with the statements made in the Offering Statement in connection with offers or sales of the Shares.

6. Intentionally omitted .

7. Conditions of the Obligations of the Placement Agents . The obligations of the Placement Agents hereunder are subject to the following conditions:

(a) Qualification of the Offering Statement . (i) No stop order suspending the qualification of the Offering Statement shall have been issued, and no proceedings for that purpose shall be pending or threatened by any securities or other governmental authority (including, without limitation, the Commission), (ii) no order suspending the qualification of the Offering Statement or the qualification or exemption of the Shares under the securities or Blue Sky laws of any jurisdiction shall be in effect and no proceeding for such purpose shall be pending before, or threatened or contemplated by, any securities or other governmental authority (including, without limitation, the Commission), (iii) any request for additional information on the part of the staff of any securities or other governmental authority (including, without limitation, the Commission) shall have been complied with to the satisfaction of the staff of the Commission or such authorities and (iv) after the date hereof no amendment or supplement to the Offering Statement or the Final Offering Circular shall have been filed unless a copy thereof was first submitted to the Placement Agents and the Placement Agents did not object thereto in good faith, and the Placement Agents shall have received certificates of the Company, dated as of each Closing Date and signed by the President and Chief Executive Officer of the Company, and the Chief Financial Officer of the Company, to the effect of clauses (a), (b) and (c).

(b) Material Adverse Change . Since the respective dates as of which information is given in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, (i) there shall not have been a Material Adverse Change, whether or not arising from transactions in the ordinary course of business, in each case other than as set forth in or contemplated by the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular; (ii) the Company shall not have sustained any material loss or interference with its business or properties from fire, explosion, flood or other casualty, whether or not covered by insurance, or from any labor dispute or any court or legislative or other governmental action, order or decree, which is not set forth in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, if in the reasonable judgment of the Placement Agents any such development makes it impracticable or inadvisable to consummate the sale and delivery of the Shares to Investors and the delivery of the Placement Agents' Securities as contemplated hereby ; (iii) no action, suit or proceeding, at law or in equity, shall have been pending or threatened against the Company before or by any court or federal or state commission, board or other administrative agency wherein an unfavorable decision, ruling or finding may materially adversely affect the business, operations, prospects or financial condition or income of the Company, except as set forth in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular; (iv) no stop order shall have been issued under the Securities Act and no proceedings therefor shall have been initiated or threatened by the Commission; and (v) the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular and any amendments or supplements thereto shall contain all material statements which are required to be stated therein in accordance with the Securities Act and the Securities Act Regulations and shall conform in all material respects to the requirements of the Securities Act and the Securities Act Regulations, and neither the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular nor any amendment or supplement thereto shall contain any untrue statement of a material fact or omit to state any 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.

(c) Litigation or Proceedings . Since the respective dates as of which information is given in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular, there shall have been no litigation or other proceeding instituted against the Company or any of its officers or directors in their capacities as such, before or by any federal, state or local or foreign court, commission, regulatory body, administrative agency or other governmental body, domestic or foreign, which litigation or proceeding, in the reasonable judgment of Placement Agents, would reasonably be expected to have a Material Adverse Change.

(d) Representations and Warranties . Each of the representations and warranties of the Company contained herein shall be true and correct as of each Closing Date in all respects for those representations and warranties qualified by materiality and in all material respects for those representations and warranties that are not qualified by materiality, as if made on such date, and all covenants and agreements herein contained to be performed on the part of the Company and all conditions herein contained to be fulfilled or complied with by the Company at or prior to such Closing Date shall have been duly performed, fulfilled or complied with in all material respects.

(e) FINRA Clearance . On or before the date of this Agreement, the Placement Agents shall have received clearance from FINRA as to the amount of compensation allowable or payable to the Placement Agents as described in the Final Offering Circular.

(f) Intentionally omitted

(g) Closing Date Opinion of Counsel . The Placement Agents shall have received an opinion and 10b-5 negative assurance letter, dated as of each Closing Date, of counsel to the Company, which counsel is reasonably acceptable to the Placement Agents, substantially in the form of Exhibit D hereto.

(h) Intentionally omitted

(i) Intentionally omitted .

(j) Reliance . In rendering such opinions, such counsel may rely: (i) as to matters involving the application of laws other than the laws of the United States and jurisdictions in which they are admitted, to the extent such counsel deems proper and to the extent specified in such opinion, if at all, upon an opinion or opinions (in form and substance reasonably satisfactory to the Placement Agents) of other counsel reasonably acceptable to the Placement Agents, familiar with the applicable laws; and (ii) as to matters of fact, to the extent they deem proper, on certificates or other written statements of officers of the Company and officers of departments of various jurisdictions having custody of documents respecting the corporate existence or good standing of the Company, provided that copies of any such statements or certificates shall be delivered to Placement Agents' Counsel if requested. The opinion of Company counsel and any opinion relied upon by Company counsel shall include a statement to the effect that it may be relied upon by Placement Agents' Counsel in its opinion delivered to the Placement Agents.

(k) Cold Comfort Letter . At the time this Agreement is executed, the Auditors shall have furnished to the Placement Agents a letter, dated the date hereof (the " **Comfort Letter** "), addressed to the Placement Agents and in form and substance reasonably satisfactory to the Placement Agents containing statements and information of the type ordinarily included in accountants' "comfort letters" to Placement Agents with respect to the financial statements and certain financial information contained in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular.

(l) Bring-down Comfort Letter . At each Closing, the Placement Agents shall have received from the Auditor a letter, dated as of such Closing Date to the effect that the Auditor reaffirms the statements made in the letter furnished pursuant to clause (i) except that the specified date referred to shall be a date not more than three (3) business days prior to the Closing Date.

(m) Officers' Certificates . At each Closing, there shall be furnished to the Placement Agents a certificate, dated the date of its delivery, signed by each of the Chief Executive Officer and the Chief Financial Officer of the Company, in form and substance satisfactory to the Placement Agents to the effect that each signer has carefully examined the Offering Statement, the Final Offering Circular and the Pricing Disclosure Materials, and that to each of such person's knowledge:

(i) As of the date of each such certificate, (A) the Offering Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, (B) neither the Final Offering Circular nor the Pricing Disclosure Materials contains any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading and (C) no event has occurred as a result of which it is necessary to amend or supplement the Final Offering Circular in order to make the statements therein not untrue or misleading in any material respect;

(ii) Each of the representations and warranties of the Company contained in this Agreement were, when originally made, and are, at the time such certificate is delivered, true and correct in all respects for those representations and warranties qualified by materiality and in all material respects for those representations and warranties that are not qualified by materiality;

(iii) Each of the covenants required herein to be performed by the Company on or prior to the date of such certificate has been duly, timely and fully performed and each condition herein required to be complied with by the Company on or prior to the delivery of such certificate has been duly, timely and fully complied with;

(iv) No stop order suspending the qualification of the Offering Statement or of any part thereof has been issued and no proceedings for that purpose have been instituted or are contemplated by the Commission; and

(v) Subsequent to the date of the most recent financial statements in the Offering Statement and in the Final Offering Circular, there has been no Material Adverse Change.

(n) Additional Certificates. The Company shall have furnished or caused to be furnished to the Placement Agents such certificates, in addition to those specifically mentioned herein, as the Placement Agents may have reasonably requested as to the accuracy and completeness on any Closing Date of any statement in the Offering Statement, the Preliminary Offering Circular, the Pricing Disclosure Materials or the Final Offering Circular, as to the accuracy on such Closing Date of the representations and warranties of the Company as to the performance by the Company of its obligations hereunder, or as to the fulfillment of the conditions concurrent and precedent to the obligations hereunder of the Placement Agents.

(o) Lock-up Letters. The Placement Agents shall have received the lock-up letters referred to in Section 4(m) hereof substantially in the form of Exhibit B from each director, officer and all of the stockholders of the Company, each of which are named in Schedule 3 hereto.

(p) Placement Agents' Warrant Agreement. On the Closing Date, the Company shall have delivered to the Placement Agents executed copies of the Placement Agents' Warrant Agreement.

(q) Secretary's Certificate. At each of the Closing Date the Placement Agents shall have received a certificate of the Company signed by the Secretary of the Company, dated the Closing Date or the Option Date, as the case may be, respectively, certifying: (i) to the good standing of the Company and the Subsidiaries in their respective jurisdiction of organization and their good standing as foreign entities in such other jurisdictions as the Placement Agents may reasonably request, in each case evidenced in writing or any standard form of telecommunication from the appropriate governmental authorities of such jurisdictions; (ii) that each of the Charter and Bylaws is true and complete, has not been modified and is in full force and effect; (iii) that the resolutions of the Company's Board of Directors relating to the Offering are in full force and effect and have not been modified; (iv) as to the accuracy and completeness of all correspondence between the Company or its counsel and the Commission; and (v) as to the incumbency of the officers of the Company. The documents referred to in such certificate shall be attached to such certificate.

(r) No Events . On or after the Applicable Time there shall not have occurred any of the following: (a) a suspension or material limitation in trading in securities generally on any securities market or national securities exchange, including, but not limited to, the New York Stock Exchange, Inc., the New York Stock Exchange American, LLC or The Nasdaq Stock Market; (b) a general moratorium on commercial banking activities declared by either Federal or New York authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (c) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war, (d) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, and (e) there has not been, subsequent to the date of the most recent audited financial statements included or incorporated by reference in the Final Offering Circular, or Pricing Disclosure Materials, any material adverse change in the financial position or results of operations of the Company, or any change or development that, singularly or in the aggregate, would involve a material adverse change or a prospective material adverse change, in or affecting the condition (financial or otherwise), results of operations, business, assets or prospects of the Company, except as set forth in the Final Offering Circular, or Pricing Disclosure Materials, if the effect of any such event specified in clause (c), (d) or (e) in the judgment of the Placement Agents makes it impracticable or inadvisable to proceed with the offering or the delivery of the Shares being delivered on any Closing Date on the terms and in the manner contemplated in the Final Offering Circular.

8. Indemnification.

(a) Indemnification of the Placement Agents . Subject to the conditions set forth below, the Company agrees to indemnify and hold harmless each Placement Agent and each of the Dealers, and each of their respective directors, officers, members, employees, representatives, partners, shareholders, affiliates, counsel, and agents and each person, if any, who controls and such Placement Agent within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (each an " **Indemnified Party** "), from and against any and all losses, claims, liabilities, expenses and damages whatsoever, joint or several (including, but not limited to, any and all legal or other expenses reasonably incurred in investigating, preparing, settling or defending against any litigation, commenced or threatened, or any claim whatsoever, whether arising out of any action between any of the Indemnified Parties and the Company or between any of the Indemnified Parties and any third party, or otherwise, whether or not such Indemnified Party is a party thereto)), to which it, or any of them, may become subject under the Securities Act, the Exchange Act or other statute or regulation, at common law or otherwise or under the laws of foreign countries (a " **Claim** "), insofar as such losses, claims, liabilities, expenses or damages arise out of or are based upon (i) any untrue statement or alleged untrue statement made by the Company in Section 3 of this Agreement, (ii) any untrue statement or alleged untrue statement of any material fact contained in (A) any Preliminary Offering Circular, the Offering Statement or the Final Offering Circular or any amendment or supplement thereto, (B) the Pricing Disclosure Materials, (C) any Written Testing-the-Waters Communication, (D) any application or other document, or any amendment or supplement thereto, executed by the Company based upon written information furnished by or on behalf of the Company filed in any jurisdiction in order to qualify the Shares under the securities or Blue Sky laws thereof or filed with the Commission or any securities association or securities exchange (each, an " **Application** "), (E) any materials or information provided to Investors by, or with the approval of, the Company in connection with the marketing of the Offering, including any "road show" or investor presentations made to investors by the Company (whether in person or electronically), (iii) the omission or alleged omission to state in the Offering Statement, any Preliminary Offering Circular, the Final Offering Circular, the Pricing Disclosure Materials, or any Written Testing-the-Waters Communication, or any amendment or supplement thereto, or in any Permitted Issuer Information or any Application a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; provided , however , that the Company will not be liable to the extent that such loss, claim, liability, expense or damage arises from the sale of the Shares in the offering to any person and is based solely on an untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by any Indemnified Party through the Placement Agents expressly for inclusion in the Offering Statement, any Preliminary Offering Circular, the Final Offering Circular, or in any amendment or supplement thereto, it being understood and agreed that the only such information furnished by any Indemnified Party consists of the Placement Agents' Information (as defined in Section 8(b) below), or (iv) otherwise arising in connection with or allegedly in connection with the Offering. With respect to any untrue statement or omission or alleged untrue statement or omission made in the Pricing Disclosure Materials, the indemnity agreement contained in this Section 8(a) shall not inure to the benefit of any Indemnified Party to the extent that any loss, liability, claim, damage or expense of such Indemnified Party results from the fact that a copy of the Pricing Disclosure Materials was not given or sent to the person asserting any such loss, liability, claim or damage at or prior to the written confirmation of sale of the Shares to such person as required by the Securities Act and the Securities Act Regulations, and if the untrue statement or omission has been corrected in the Pricing Disclosure Materials, unless such failure to deliver the Pricing Disclosure Materials was a result of non-compliance by the Company with its obligations under Section 4(f) hereof or with the Securities Act and Securities Act Regulations. This indemnity agreement will be in addition to any liability which the Company may otherwise have. The Company also agrees that it will reimburse each Indemnified Party for all fees and expenses (including but not limited to any and all legal or other expenses reasonably incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, whether arising out of any action between any of the Indemnified Parties and the Company or between any of the Indemnified Parties and any third party, or otherwise) (collectively, the " **Expenses** "), and further agrees wherever and whenever possible to advance payment of Expenses as they are incurred by an Indemnified Party in investigating, preparing, pursuing or defending any Claim.

(b) Indemnification of the Company . Each Placement Agent, severally and not jointly, agrees to indemnify and hold harmless the Company, its directors, its officers who signed the Offering Statement and persons who control the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act against any and all losses, claims, damages, expenses or liabilities described in the foregoing indemnity from the Company to the several Placement Agents, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions made in the Offering Statement, any Preliminary Offering Circular, the Final Offering Circular, the Pricing Disclosure Materials, or any Written Testing-the-Waters Communication, or any amendment or supplement thereto, or in any Application, solely in reliance upon, and in strict conformity with, the Placement Agents' Information (as defined below). In case any action shall be brought against the Company or any other person so indemnified based on the Offering Statement, any Preliminary Offering Circular, the Final Offering Circular, or the Pricing Disclosure Materials, or any amendment or supplement thereto, or any Application, and in respect of which indemnity may be sought against any Placement Agent, such Placement Agent shall have the rights and duties given to the Company, and the Company and each other person so indemnified shall have the rights and duties given to the several Indemnified Parties by the provisions of Section 8(a). The Company agrees promptly to notify the Placement Agents of the commencement of any litigation or proceedings against the Company or any of its officers, directors or any person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, in connection with the issuance and sale of the Shares or in connection with the Offering Statement, any Preliminary Offering Circular, the Final Offering Circular, the Pricing Disclosure Materials, or any Written Testing-the-Waters Communication, or any amendment or supplement thereto, or any Application. The parties acknowledge that, for all purposes under this Agreement, the statements set forth in the second] paragraph under the "Plan of Distribution" section in the Final Offering Circular constitute the only information relating to the Placement Agents furnished in writing to the Company by the Placement Agents expressly for inclusion in the Offering Statement, any Preliminary Offering Circular or the Final Offering Circular (collectively, the " **Placement Agents' Information** ").

(c) Procedure . If any action is brought against an Indemnified Party in respect of which indemnity may be sought against the Company pursuant to Section 8 , such Indemnified Party shall promptly notify the Company in writing of the institution of such action and the Company shall assume the defense of such action, including the employment and fees of counsel (subject to the approval of such Indemnified Party) and payment of actual expenses if an Indemnified Party requests that the Company do so. Such Indemnified Party shall have the right to employ its or their own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of the Company, and shall be advanced by the Company, provided however, that the Company shall not be obligated to bear the reasonable fees and expenses of more than one firm of attorneys selected by the Indemnified Party (in addition to local counsel). The Company shall not be liable for any settlement of any action effected without its consent (which shall not be unreasonably withheld). In addition, the Company shall not, without the prior written consent of the Placement Agents, settle, compromise or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened action in respect of which advancement, reimbursement, indemnification or contribution may be sought hereunder (whether or not such Indemnified Party is a party thereto) unless such settlement, compromise, consent or termination (i) includes an unconditional release of each Indemnified Party, acceptable to such Indemnified Party, from all liabilities, expenses and claims arising out of such action for which indemnification or contribution may be sought and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any Indemnified Party.

(d) Contribution Rights . If the indemnification provided for in this Section 5 shall for any reason be unavailable to or insufficient to hold harmless an indemnified party under Section 5.1 or 5.2 in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Company, on the one hand, and the Placement Agents, on the other, from the Offering of the Shares, 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 the Placement Agents, on the other, with respect to the statements or omissions that resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and the Placement Agents, on the other, with respect to such Offering shall be deemed to be in the same proportion as the total net proceeds from the Offering of the Shares purchased under this Agreement (before deducting expenses) received by the Company, as set forth in the table on the cover page of the Final Offering Circular, on the one hand, and the total fees and commissions received by the Placement Agents with respect to the shares of the Common Stock purchased under this Agreement, as set forth in the table on the cover page of the Final Offering Circular, on the other hand. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or the Placement Agents, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Placement Agents agree that it would not be just and equitable if contributions pursuant to this Section 8(d) were to be determined by pro rata allocation (even if the Placement Agents were treated as one entity for such purpose) or by any other method of allocation that does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section 8 shall be deemed to include, for purposes of this Section 8 , any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8 in no event shall a Placement Agent be required to contribute any amount in excess of the amount by which the total fees and commissions received by such Placement Agent with respect to the Offering of the Shares exceeds the amount of any damages that such Placement Agent has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(e) Contribution Procedure . Within fifteen (15) days after receipt by any party to this Agreement (or its representative) of notice of the commencement of any action, suit or proceeding, such party will, if a claim for contribution in respect thereof is to be made against another party (" **contributing party** "), notify the contributing party of the commencement thereof, but the failure to so notify the contributing party will not relieve it from any liability which it may have to any other party other than for contribution hereunder. In case any such action, suit or proceeding is brought against any party, and such party notifies a contributing party or its representative of the commencement thereof within the aforesaid 15 days, the contributing party will be entitled to participate therein with the notifying party and any other contributing party similarly notified. Any such contributing party shall not be liable to any party seeking contribution on account of any settlement of any claim, action or proceeding affected by such party seeking contribution on account of any settlement of any claim, action or proceeding affected by such party seeking contribution without the written consent of such contributing party. The contribution provisions contained in this Section 8(e) are intended to supersede, to the extent permitted by law, any right to contribution under the Securities Act, the Exchange Act or otherwise available. Each Placement Agent's obligations to contribute pursuant to this Section 8 are several and not joint.

9. Termination .

(a) The obligations of the Placement Agents under this Agreement may be terminated at any time prior to the initial Closing Date, by notice to the Company from the Placement Agents, without liability on the part of the Placement Agents to the Company if, prior to delivery and payment for the Shares, in the sole judgment of the Placement Agents: (i) there has occurred any material adverse change in the securities markets or any event, act or occurrence that has materially disrupted, or in the opinion of the Placement Agents, will in the future materially disrupt, the securities markets or there shall be such a material adverse change in general financial, political or economic conditions or the effect of international conditions on the financial markets in the United States is such as to make it, in the judgment of the Placement Agents, inadvisable or impracticable to market the Shares or enforce contracts for the sale of the Shares; (ii) there has occurred any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, including without limitation as a result of terrorist activities, such as to make it, in the judgment of the Placement Agents, inadvisable or impracticable to market the Shares or enforce contracts for the sale of the Shares; (iii) trading in the Shares or any securities of the Company has been suspended or materially limited; (iv) trading generally on the New York Stock Exchange or the Nasdaq Stock Market LLC has been suspended or materially limited, or minimum or maximum ranges for prices for securities shall have been fixed, or maximum ranges for prices for securities have been required, by any of said exchanges or by such system or by order of the Commission, FINRA, or any other governmental or regulatory authority; (v) a banking moratorium has been declared by any state or Federal authority; or (vi) in the judgment of the Placement Agents, there has been, since the time of execution of this Agreement or since the respective dates as of which information is given in the Final Offering Circular, any material adverse change in the assets, properties, condition, financial or otherwise, or in the results of operations, business affairs or business prospects of the Company and its Subsidiaries considered as a whole, whether or not arising in the ordinary course of business.

(b) If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in paragraph (c)below .

(c) Expenses . Notwithstanding anything to the contrary in this Agreement, in the event that this Agreement shall not be carried out for any reason whatsoever, within the time specified herein or any extensions thereof pursuant to the terms herein, the Company shall be obligated to pay to the Placement Agents its actual and accountable out-of-pocket expenses related to the transactions contemplated herein then due and payable (including the fees and disbursements of the Placement Agents' Counsel) up to $76,000, inclusive of the $26,000 advance for any actual and accountable out-of-pocket expenses previously paid by the Company to Midtown Partners & Co. (the " **Advance** ") and upon written demand, which may be in the form of an e-mail, the Company shall pay the full amount thereof to the Placement Agents; provided, however, that such expense cap in no way limits or impairs the indemnification and contribution provisions of this Agreement. Notwithstanding the foregoing, any advance received by Midtown Partners & Co., LLC for accountable out-of-pocket expenses will be reimbursed to the Company to the extent not actually incurred in compliance with FINRA Rule 5110(f)(2)(C).

10. Notices. All communications hereunder, except as herein otherwise specifically provided, shall be in writing and shall be mailed (registered or certified mail, return receipt requested), personally delivered, sent by facsimile transmission or e-mail and confirmed and shall be deemed given when so delivered, faxed, or e-mailed and confirmed or if mailed, two (2) days after such mailing.

If to the Placement Agents:

Midtown Partners & Co., LLC
380 Lexington Avenue
New York, NY 10168
Attention: John R. Clarke, Chief Executive Officer
Fax No.: 212.301.8846
E-mail address: jclarke@midtownpartners.com

NMS Capital Advisors, LLC
433 North Camden Drive, 4th Floor
Beverly Hills, CA 90210
Attention: Trevor Saliba, Chairman
Fax No.:
E-mail address: trevor.saliba@nmscapital.com

with a copy (which shall not constitute notice) to:

Gracin & Marlow LLP
The Chrysler Building
405 Lexington Avenue, 26th Floor
New York, NY 10174
Attn: Leslie Marlow, Esq.
Fax No.: (212) 208-4657
E-mail: lmarlow@gracinmarlow.com

If to the Company:

Campagna Motors USA, Inc.
100 Walnut Street, Suite 34
Champlain, NY 12919
Attention: André Morissette, Chief Executive Officer
Fax No: [ ]
E-mail address: amorissette@campagnamotors.com

with a copy (which shall not constitute notice) to:

KHLK LLP
1423 Leslie Avenue
Alexandria, VA 22301
Attention: Andrew Stephenson, Esq.
Fax No: [ ]
E-mail address: andrewstephenson@crowdcheck.com

11. Headings . The headings contained herein are for the sole purpose of convenience of reference, and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

12. Successors . This Agreement shall inure to the benefit of and shall be binding upon the Placement Agents, the Company and their respective successors, and nothing expressed or mentioned in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement, or any provisions herein contained, this Agreement and all conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of such persons and for the benefit of no other person except that (i) the indemnification and contribution contained in Sections 8(i) and (iv) of this Agreement shall also be for the benefit of the directors, officers, employees and agents of the Placement Agents and any person or persons who control the Placement Agents within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and (ii) the indemnification and contribution contained in Sections 8(ii) and (iv) of this Agreement shall also be for the benefit of the directors of the Company, the officers of the Company who have signed the Offering Statement and any person or persons who control the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act. No purchaser of Shares shall be deemed a successor because of such purchase.

13. Governing Law; Consent to Jurisdiction; Trial by Jury . This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflict of laws principles thereof. The Company hereby agrees that any action, proceeding or claim against it arising out of, or relating in any way to this Agreement shall be brought and enforced in the New York Supreme Court, County of New York, or in the United States District Court for the Southern District of New York, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive. The Company hereby waives any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum. Any such process or summons to be served upon the Company may be served by transmitting a copy thereof by registered or certified mail, return receipt requested, postage prepaid, addressed to it at the address set forth in Section 9.1 hereof. Such mailing shall be deemed personal service and shall be legal and binding upon the Company in any action, proceeding or claim. The Company agrees that the prevailing party(ies) in any such action shall be entitled to recover from the other party(ies) all of its reasonable attorneys' fees and expenses relating to such action or proceeding and/or incurred in connection with the preparation therefor. The Company (on its behalf and, to the extent permitted by applicable law, on behalf of its stockholders and affiliates) and each of the Placement Agents hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

14. Acknowledgement. The Company acknowledges and agrees that the Placement Agents are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of Shares contemplated hereby. Additionally, the Placement Agents is not advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether the Placement Agents has advised or is advising the Company on other matters). The Company has conferred with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Placement Agents shall have no responsibility or liability to the Company or any other person with respect thereto. The Placement Agents advises that it and its affiliates are engaged in a broad range of securities and financial services and that it or its affiliates may have business relationships or enter into contractual relationships with purchasers or potential purchasers of the Company's securities. Any review by the Placement Agents of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Placement Agents and shall not be on behalf of, or for the benefit of, the Company.

15. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts has been signed by each of the parties hereto and delivered to each of the other parties hereto. Delivery of a signed counterpart of this Agreement by facsimile or email/pdf transmission shall constitute valid and sufficient delivery thereof.

16. Entire Agreement . This Agreement (together with the other agreements and documents being delivered pursuant to or in connection with this Agreement) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and thereof, and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter hereof. Notwithstanding anything to the contrary set forth herein, it is understood and agreed by the parties hereto that all other terms and conditions of that certain engagement letter between the Company and Midtown Partners & Co., LLC., dated September 6, 2017, as amended on December 7, 2017, shall remain in full force and effect.

17. Amendment . This Agreement may only be amended by a written instrument executed by each of the parties hereto.

18. Binding Effect . This Agreement shall inure solely to the benefit of and shall be binding upon the Placement Agents, the Company and the controlling persons, directors and officers referred to in Section 8 hereof, and their respective successors, legal representatives, heirs and assigns, and no other person shall have or be construed to have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Agreement or any provisions herein contained. The term "successors and assigns" shall not include a purchaser, in its capacity as such, of securities from the Company.

19. Waiver, etc . The failure of any of the parties hereto to at any time enforce any of the provisions of this Agreement shall not be deemed or construed to be a waiver of any such provision, nor to in any way effect the validity of this Agreement or any provision hereof or the right of any of the parties hereto to thereafter enforce each and every provision of this Agreement. No waiver of any breach, non-compliance or non-fulfillment of any of the provisions of this Agreement shall be effective unless set forth in a written instrument executed by the party or parties against whom or which enforcement of such waiver is sought; and no waiver of any such breach, non-compliance or non-fulfillment shall be construed or deemed to be a waiver of any other or subsequent breach, non-compliance or non-fulfillment.

20. Indemnification . Notwithstanding any contrary provision contained in this Agreement, any election hereunder or any termination of this Agreement, and whether or not this Agreement is otherwise carried out, the provisions of Section 8 shall remain in full force and effect and shall not be in any way affected by, such election or termination or failure to carry out the terms of this Agreement or any part hereof.

21. Representations, Warranties, Agreements to Survive . All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company submitted pursuant hereto, shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of any Placement Agent or its Affiliates or Placement Agents, any person controlling any Placement Agent, its officers or directors or any person controlling the Company or (ii) delivery of and payment for the Shares.

[*signature page follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Very truly yours,

CAMPAGNA MOTORS USA, INC.

By: _____
Name: André Morissette
Title: Chief Executive Officer

Confirmed as of the date first written above mentioned:

MIDTOWN PARTNERS & CO., LLC

By: _____
Name: John R. Clarke
Title: Chief Executive Officer

NMS CAPITAL ADVISORS, LLC

By: _____
Name: Trevor Saliba
Title: Chairman

SCHEDULE 2-A

Pricing Disclosure Materials

SCHEDULE 2-B

Written Testing-the-Waters Communications

SCHEDULE 3

List of Lock-Up Parties

André Morissette

David Neault

Alain Batty

Michael Hillman

9947922 Canada Inc. (an entity wholly owned by André Morissette)

9948678 Canada Inc. (an entity wholly owned by David Neault)

EXHIBIT A

[See Exhibit 3.1 to the Offering Statement on Form 1-A (File No. 024-10706]

EXHIBIT B

Form of Lock-Up Agreement

[•], 2017

Midtown Partners & Co., LLC
30 Broad Street, 11th Floor
New York, NY 10004

Ladies and Gentlemen:

The undersigned understands that Midtown Partners & Co., LLC and _____(the " **Placement Agents** ") propose to enter into a Placement Agency Agreement (the " **Placement Agency Agreement** ") with Campagna Motors USA, Inc., a Delaware corporation (the " **Company** "), providing for the public offering (the " **Public Offering** ") of shares of common stock, par value $0.001 per share, of the Company (the " **Shares** ").

To induce the Placement Agents to continue its efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of the Placement Agents, the undersigned will not, during the period commencing on the date hereof and ending 365 days after the date of the Final Offering Circular (the " **Final Offering Circular** ") relating to the Public Offering (the " **Lock-Up Period** "), (1) offer, pledge, sell, contract to sell, grant, lend, or otherwise transfer or dispose of, directly or indirectly, any Shares or any securities convertible into or exercisable or exchangeable for Shares, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition (collectively, the " **Lock-Up Securities** "); (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Lock-Up Securities, in cash or otherwise; (3) make any demand for or exercise any right with respect to the registration of any Lock-Up Securities; or (4) publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement relating to any Lock-Up Securities. Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer Lock-Up Securities without the prior written consent of the Placement Agents in connection with (a) transactions relating to Lock-Up Securities acquired in open market transactions after the completion of the Public Offering; provided that no filing under Section 16(a) of the Securities Exchange Act of 1934, as amended (the " **Exchange Act** "), shall be required or shall be voluntarily made in connection with subsequent sales of Lock-Up Securities acquired in such open market transactions; (b) transfers of Lock-Up Securities as a *bona fide* gift, by will or intestacy or to a family member or trust for the benefit of a family member (for purposes of this lock-up agreement, "family member" means any relationship by blood, marriage or adoption, not more remote than first cousin); (c) transfers of Lock-Up Securities to a charity or educational institution; or (d) if the undersigned, directly or indirectly, controls a corporation, partnership, limited liability company or other business entity, any transfers of Lock-Up Securities to any shareholder, partner or member of, or owner of similar equity interests in, the undersigned, as the case may be; provided that in the case of any transfer pursuant to the foregoing clauses (b), (c) or (d), (i) any such transfer shall not involve a disposition for value, (ii) each transferee shall sign and deliver to the Placement Agents a lock-up agreement substantially in the form of this lock-up agreement and (iii) no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's Lock-Up Securities except in compliance with this lock-up agreement.

The undersigned agrees that, prior to engaging in any transaction or taking any other action that is subject to the terms of this lock-up agreement during the period from the date hereof to and including the 34th day following the expiration of the initial Lock-Up Period, the undersigned will give notice thereof to the Company and will not consummate any such transaction or take any such action unless it has received written confirmation from the Company that the Lock-Up Period (as may have been extended pursuant to the previous paragraph) has expired.

If the undersigned is an officer or director of the Company, (i) the undersigned agrees that the foregoing restrictions shall be equally applicable to any issuer-directed or "friends and family" Shares that the undersigned may purchase in the Public Offering; (ii) the Placement Agents agrees that, at least three (3) business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Lock-Up Securities, the Placement Agents will notify the Company of the impending release or waiver; and (iii) the Company has agreed in the Placement Agency Agreement to announce the impending release or waiver by press release through a major news service at least two (2) business days before the effective date of the release or waiver. Any release or waiver granted by the Placement Agent hereunder to any such officer or director shall only be effective two (2) business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer of Lock-Up Securities not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this lock-up agreement to the extent and for the duration that such terms remain in effect at the time of such transfer.

No provision in this agreement shall be deemed to restrict or prohibit the exercise, exchange or conversion by the undersigned of any securities exercisable or exchangeable for or convertible into Shares, as applicable; provided that the undersigned does not transfer the Shares acquired on such exercise, exchange or conversion during the Lock-Up Period, unless otherwise permitted pursuant to the terms of this lock-up agreement. In addition, no provision herein shall be deemed to restrict or prohibit the entry into or modification of a so-called "10b5-1" plan at any time (other than the entry into or modification of such a plan in such a manner as to cause the sale of any Lock-Up Securities within the Lock-Up Period).

The undersigned understands that the Company and the d Placement Agents are relying upon this lock-up agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this lock-up agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

The undersigned understands that, if the Placement Agency Agreement is not executed by [•], 2017, or if the Placement Agency Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Shares to be sold thereunder, then this lock-up agreement shall be void and of no further force or effect.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Placement Agents.

Very truly yours,

_____

(Name - Please Print)

_____

(Signature)

_____

(Name of Signatory, in the case of entities - Please Print)

_____

(Title of Signatory, in the case of entities - Please Print)

Address: _____

_____

_____

EXHIBIT C

Form of Press Release

CAMPAGNA MOTORS USA, INC.

[Date]

Campagna Motors USA, Inc. (the " **Company** ") announced today that Midtown Partners & Co., LLC and _____, acting as co-managers in the Company's recent registered offering of _____ shares of the Company's common stock pursuant to Regulation A under the Securities Act of 1933, as amended, is [waiving] [releasing] a lock-up restriction with respect to _____ shares of the Company's common stock held by [certain officers or directors] [an officer or director] of the Company. The [waiver] [release] will take effect on _____, 20___, and the shares may be sold on or after such date.

This press release is not an offer or sale of the securities in the United States or in any other jurisdiction where such offer or sale is prohibited, and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the Securities Act of 1933, as amended.

EXHIBIT D

Form of Opinion of Counsel

(i) The Company has been duly organized and is validly existing as a corporation and is in good standing under the laws of the State of Delaware with the requisite corporate power and authority to own or lease, as the case may be, and operate its respective properties, and to conduct its business, as described in the Offering Statement, the Final Offering Circular and the Pricing Disclosure Materials and to enter into and perform its obligations under the Placement Agency Agreement. The Company is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or to be in good standing would not result in a Material Adverse Change.

(ii) The Company has an authorized capitalization as set forth in the Offering Statement, the Final Offering Circular and the Pricing Disclosure Materials under the heading "Capitalization"; all issued and outstanding securities of the Company have been duly authorized and validly issued and are fully paid and non-assessable and none of such securities were issued in violation of the preemptive rights of any stockholder of the Company arising by operation of law or under the Charter, the Bylaws or, to such counsel's knowledge, the Material Contracts (as defined below). The offers and sales of the outstanding securities were at all relevant times either registered under the Securities Act or exempt from such registration requirements. The authorized and outstanding shares of capital stock of the Company is as set forth in the Final Offering Circular.

(iii) The Shares have been duly authorized for issuance and sale to the Investors pursuant to the Placement Agency Agreement and, when issued and paid for pursuant to the terms of the Placement Agency Agreement and any subscription agreement, will be validly issued and fully paid and non-assessable; the holders thereof are not and will not be subject to personal liability solely by reason of being such holders. The issuance of the Shares is not and will not be subject to the preemptive or similar rights of any holders of any security of the Company arising by operation of law or under the Charter, the Bylaws or the Material Contracts.

(iv) The Company has full right, power and authority to execute and deliver the Placement Agency Agreement and the Escrow Agreement and to perform its obligations thereunder; and all action required to be taken for the due and proper authorization, execution and delivery by the Company of the Placement Agency Agreement, the Escrow Agreement and the consummation by the Company of the transactions contemplated thereby or by the Offering Statement, Pricing Disclosure Materials and the Final Offering Circular has been duly and validly taken.

(v) The Placement Agency Agreement has been duly and validly authorized, executed and delivered by the Company.

(vi) Each of the Escrow Agreement and the Placement Agents' Warrant Agreement has been duly and validly authorized, executed and delivered by the Company and constitutes the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except (a) as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally, (b) as enforceability of any indemnification or contribution provisions may be limited under the Federal and state securities laws, and (c) 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 therefore may be brought. The shares of Common Stock issuable upon exercise of the Placement Agents' Warrant Agreement have been duly authorized and reserved for issuance by all necessary corporate action on the part of the Company and, when issued in accordance with the terms of the Placement Agents' Warrant Agreement, will be validly issued, fully paid and non-assessable and will not be subject to the preemptive or similar rights of any holders of any security of the Company arising by operation of law or under the Charter, the Bylaws or the Material Contracts.

(vii) The execution, delivery and performance of the Placement Agency Agreement, the Escrow Agreement and the Placement Agents' Warrant Agreement, and compliance by the Company with the terms and provisions thereof and the consummation of the transactions contemplated thereby, and the issuance and sale of the Shares and the Placement Agents' Securities, do not and will not, whether with or without the giving of notice or the lapse of time or both, (a) violate, conflict with, or result in a breach of, any of the terms or provisions of, or constitute a default under, or result in the creation or modification of any lien, security interest, charge or encumbrance upon any of the properties or assets of the Company pursuant to the terms of, any mortgage, deed of trust, note, indenture, loan, contract, commitment or other agreement or instrument filed or incorporated by reference as an exhibit to the Offering Statement or the Final Offering Circular (collectively, the " **Material Contracts** "), (b) result in any violation of the provisions of the Charter, the Bylaws or any other governing documents of the Company, or (c) violate any law, statute or any judgment, order or decree, rule or regulation applicable to the Company of any Governmental Entity.

(viii) The shares of Common Stock offered pursuant to the Final Offering Circular conform in all material respects to the description thereof contained in the Offering Statement, the Final Offering Circular and the Pricing Disclosure Materials. No United States or state statute or regulation required to be described in the Final Offering Circular is not described as required (except as to the "blue sky" laws of the various states, as to which such counsel expresses no opinions), nor are any contracts or documents of a character required to be described in the Offering Statement, the Final Offering Circular and the Pricing Disclosure Materials or to be filed or incorporated by reference as exhibits to the Offering Statement, the Final Offering not so described or filed as required.

(ix) The form of certificate used to evidence the Common Stock complies in all material respects with all applicable Delaware law requirements, with any applicable requirements of the Charter and Bylaws and with the requirements of the Exchange.

(x) The statements in the Offering Statement, the Final Offering Circular and the Pricing Disclosure Materials regarding the Charter and Bylaws and under the heading "Securities Being Offered," insofar as such statements purport to summarize legal matters, legal conclusions, or agreements or documents discussed therein, are correct in all material respects.

(xi) The Offering Statement has been qualified by the Commission under the Securities Act and the Securities Act Rules and Regulations. The Offering Statement, at the time it became qualified, as of the date hereof, and as of each Closing Date, conformed and will conform in all material respects to the requirements of Regulation A, the Securities Act and the Securities Act Rules and Regulations.

(xii) No stop order suspending the qualification of the Offering Statement has been issued under the Securities Act or any order preventing or suspending the use of any Preliminary Final Offering Circular, any Issuer Free Writing Final Offering Circular or the Final Offering Circular has been issued, and no proceedings for any such purpose have been instituted or, to such counsel's knowledge, are pending by the Commission or any other Governmental Entity. Any required filing of the Final Offering Circular, and any required supplement thereto, pursuant to the Securities Act Rules and Regulations, has been made in the manner and within the time period required by the Securities Act Rules and Regulations.

(xiii) The Company is not required and, after giving effect to the Offering and sale of the Shares and the application of the proceeds thereof as described in the Offering Statement, the Final Offering Circular and the Pricing Disclosure Materials, will not be required, to register as an "investment company," under the Investment Company Act of 1940, as amended.

(xiv) From the time of the initial submission of the Offering Statement to the Commission (or, if earlier, the first date on which the Company engaged directly in or through any Person authorized to act on its behalf in any Testing-the Waters Communication) through the date hereof, the Company has been and is an "emerging growth company," as defined in Section 2(a) of the Securities Act.

(xv) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any Governmental Entity (other than under the Securities Act and the Securities Act Rules and Regulations, which have been obtained, or as may be required under the securities or blue sky laws of the various states, as to which we need express no opinion) is necessary or required for the performance by the Company of its obligations under the Placement Agency Agreement, in connection with the offering, issuance or sale of the Shares thereunder or the consummation of the transactions contemplated thereby, except such as have been already made or obtained or as may be required under the rules of the Exchange, state securities laws or the rules of FINRA.

(xvi) The Company has not sold or issued any securities that would be integrated with the offering of the Shares contemplated by the Placement Agency Agreement pursuant to the Securities Act, the Securities Rules and Regulations or the interpretations thereof by the Commission or that would fail to come within the safe harbor for integration under Regulation A.

(xvii) To such counsel's knowledge, there are no persons with registration rights or other similar rights to have any securities registered pursuant to the Registrant Statement or otherwise registered for sale by the Company under the Securities Act, except as disclosed in the Offering Statement, the Final Offering Circular and the Pricing Disclosure Materials.

(xviii) To such counsel's knowledge, there are not (a) any pending legal proceedings to which the Company is a party or of which the Company's property is the subject, or (b) any proceedings contemplated by any Governmental Authority, in each case, which are required to be disclosed in the Offering Statement, the Pricing Disclosure Materials and the Final Offering Circular and are not so disclosed.

(xix) To such counsel's knowledge, neither the Company, nor any of its affiliates, nor any person acting on its behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause the Offering to be integrated with prior offerings by the Company for purposes of the Securities Act, which would require the registration of the sales of any such securities under the Securities Act.

(xx) Each of (a) the Offering Statement, as of the time it became qualified, (b) the Pricing Disclosure Materials, as of the Applicable Time, and (c) the Final Offering Circular, as of its date (in each case other than the financial statements and supporting schedules included therein, as to which no opinion need be rendered), complied as to form in all material respects with the requirements of the Securities Act and Securities Act Rules and Regulations.

The opinion shall further include the following:

Nothing has come to such counsel's attention that caused such counsel to believe that (1) the Offering Statement, as of the time it became qualified, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (2) the Pricing Disclosure Materials, as of the Applicable Time, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or (3) the Final Offering Circular, as of its date and as of the Closing Date, as applicable, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that, in each case, such counsel need express no view, and make no statement, with respect to the financial statements and schedules and notes thereto and other financial data derived therefrom that are contained in or omitted from the Offering Statement, the Pricing Disclosure Materials or the Final Offering Circular).

In rendering such opinion, such counsel may rely as to matters of fact on certificates of responsible officers of the Company and public officials that are furnished to the Placement Agents.

The opinion of counsel described above shall be rendered to the Placement Agents at the request of the Company and shall so state therein.

Exhibit 2.3

CERTIFICATE OF AMENDMENT

TO

CERTIFICATE OF INCORPORATION

OF

CAMPAGNA MOTORS USA, INC.

Campagna Motors USA, Inc. , a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the " **Corporation** ").

DOES HEREBY CERTIFY:

FIRST: That resolutions were duly adopted by the Board of Directors of the Corporation setting forth a proposed amendment to the Certificate of Incorporation of the Corporation, and declaring said amendment to be advisable and recommended for approval by the stockholders of the Corporation. The resolution setting forth the proposed amendment is as follows:

NOW, THEREFORE, BE IT RESOLVED : That the Corporation's Certificate of Incorporation be amended by deleting Article III in its entirety and replacing it with the following:

"ARTICLE III

The aggregate number of shares which the Corporation shall have authority to issue is 7,200,000 shares of capital stock all of which shall be designated "Common Stock" and have a par value of $0.00001 per share.

Effective upon the filing of this Certificate of Amendment with the Secretary of State of the State of Delaware (the " **Effective Time** "), each eight and one-third (8.33) shares of the Corporation's Common Stock, whether issued and outstanding or held by the Corporation as treasury stock, is and shall be reclassified, and changed into one (1) a fully paid and nonassessable share of Common Stock shall automatically and without any action of the part of the holders thereof occur (the " **Reverse Stock Split** "). The par value of the Common Stock shall remain $0. 00001 per share. This conversion shall apply to all shares of Common Stock. No fractional shares of Common Stock shall be issued upon the Reverse Stock Split or otherwise. In lieu of any fractional shares of Common Stock to which the stockholder would otherwise be entitled upon the Reverse Stock Split, the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of the Common Stock as determined by the Board of Directors.

All certificates representing shares of Common Stock outstanding immediately prior to the filing of this Certificate of Amendment shall immediately after the filing of this Certificate of Amendment represent instead the number of shares of Common Stock as provided above. Notwithstanding the foregoing, any holder of Common Stock may (but shall not be required to) surrender his, her or its stock certificate or certificates to the Corporation, and upon such surrender the Corporation will issue a certificate for the correct number of shares of Common Stock to which the holder is entitled under the provisions of this Certificate of Amendment."

SECOND : That thereafter, pursuant to resolution of its Board of Directors, the unanimous consent of stockholders in lieu of meeting of the Corporation in favor of the amendment was received, in accordance with Section 228 of the General Corporation Law of the State of Delaware.

THIRD : That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF , Campagna Motors USA, Inc., has caused this Certificate of Amendment to be executed by the undersigned, its authorized officers, on this 4 th day of December 2017.

/s/ André Morissette

André Morissette, Chief Executive Officer and Director

Exhibit 3.1

Form of Placement Agents' Warrant Agreement

THE REGISTERED HOLDER OF THIS WARRANT BY ITS ACCEPTANCE HEREOF, AGREES THAT IT WILL NOT SELL, TRANSFER OR ASSIGN THIS WARRANT EXCEPT AS HEREIN PROVIDED AND THE REGISTERED HOLDER OF THIS WARRANT AGREES THAT IT WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE OR HYPOTHECATE THIS WARRANT FOR A PERIOD OF ONE HUNDRED EIGHTY DAYS (180) IMMEDIATELY FOLLOWING THE QUALIFICATION DATE (DEFINED BELOW) TO ANYONE OTHER THAN (I) MIDTOWN PARTNERS & CO., LLC OR A PLACEMENT AGENT OR A SELECTED DEALER IN CONNECTION WITH THE OFFERING, OR (II) A BONA FIDE OFFICER OR PARTNER OF MIDTOWN PARTNERS & CO., LLC OR OF ANY SUCH PLACEMENT AGENT OR SELECTED DEALER.

THIS WARRANT IS NOT EXERCISABLE PRIOR TO [_____] [**DATE THAT IS ONE YEAR FROM THE QUALIFICATION DATE OF THE OFFERING**]. VOID AFTER 5:00 P.M., EASTERN TIME, [_____] [**DATE THAT IS THREE YEARS FROM THE QUALIFICATION DATE OF THE OFFERING**].

WARRANT TO PURCHASE COMMON STOCK

CAMPAGNA MOTORS USA, INC.

Warrant Shares: _____

Initial Exercise Date: _____, 2018

THIS WARRANT TO PURCHASE COMMON STOCK (the " Warrant ") certifies that, for value received, _____ or its assigns (the " Holder ") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after ____, 2018 (the " Initial Exercise Date ") and, in accordance with FINRA Rule 5110(f)(2)(G)(i), prior to at 5:00 p.m. (New York time) on the date that is three (3) years following the Qualification Date (the " Termination Date ") but not thereafter, to subscribe for and purchase from CAMPAGNA MOTORS USA, INC., a Delaware corporation (the " Company "), up to _____ shares of Common Stock, par value $0.00001 per share, of the Company (the " Warrant Shares "), as subject to adjustment hereunder. The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b) .

Section 1 . Definitions . In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings indicated in this Section 1:

" Affiliate " means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

" Business Day " means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

" Commission " means the United States Securities and Exchange Commission.

" Exchange Act " means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

" Person " means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

" Rule 144 " means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

" Securities Act " means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

" Placement Agency Agreement " means the placement agency agreement, dated _____, 201[ ], by and among the Company and Midtown Partners, & Co., LLC and NMS Capital Advisors, LLC.

" Qualification Date " has the meaning set forth in the Placement Agency Agreement.

" Trading Day " means a day on which the New York Stock Exchange is open for trading.

" Trading Market " means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, or the New York Stock Exchange (or any successors to any of the foregoing).

" VWAP " means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if OTCQB or OTCQX is not a Trading Market, the volume weighted average price of a share of Common Stock for such date (or the nearest preceding date) on the OTCQB or OTCQX as applicable, (c) if Common Stock is not then listed or quoted for trading on the OTCQB or OTCQX and if prices for Common Stock are then reported in the "Pink Sheets" published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of Common Stock so reported, or (d) in all other cases, the fair market value of the Common Stock as determined by an independent appraiser selected in good faith by the Holder and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

Section 2 . Exercise .

a) Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly executed facsimile copy (or e-mail attachment) of the Notice of Exercise Form annexed hereto (the " **Notice of Exercise** "). Within two (2) Trading Days following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the shares specified in the applicable Notice of Exercise by wire transfer or cashier's check drawn on a United States bank unless the cashless exercise procedure specified in Section 2(c) below is specified in the applicable Notice of Exercise. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within two (2) Trading Days of the date the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise Form within one (1) Business Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

b) Exercise Price . The exercise price per share of the Common Stock under this Warrant shall be $_____ [1] , subject to adjustment hereunder (the " Exercise Price ").

c) Cashless Exercise . At any time after the Initial Exercise Date this Warrant may be exercised, in whole or in part, at such time by means of a "cashless exercise" in which the Holder shall be entitled to receive the number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) = the VWAP on the Trading Day immediately preceding the date on which Holder elects to exercise this Warrant by means of a "cashless exercise," as set forth in the applicable Notice of Exercise;

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

If Warrant Shares are issued in such a "cashless exercise," the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the Warrant Shares shall take on the registered characteristics of the Warrants being exercised, and the holding period of the Warrants being exercised may be tacked on to the holding period of the Warrant Shares. The Company agrees not to take any position contrary to this Section 2(c).

[1] 120% of the public offering price per share of common stock in the offering.

Notwithstanding anything herein to the contrary, on the Termination Date, this Warrant shall be automatically exercised via cashless exercise pursuant to this Section 2(c).

d) Mechanics of Exercise .

i. Delivery of Warrant Shares Upon Exercise . The Company shall cause the Warrant Shares purchased hereunder to be transmitted by its transfer agent to the Holder by crediting the account of the Holder's or its designee's balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system (" DWAC ") if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by Holder, or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144 and, in either case, the Warrant Shares have been sold by the Holder prior to the Warrant Share Delivery Date (as defined below), and otherwise by physical delivery of a certificate, registered in the Company's share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is two (2) Trading Days after the delivery to the Company of the Notice of Exercise (such date, the " Warrant Share Delivery Date "). If the Warrant Shares can be delivered via DWAC, the transfer agent shall have received from the Company any legal opinions or other documentation required by it to deliver such Warrant Shares without legend (subject to receipt by the Company of reasonable back up documentation from the Holder, including with respect to affiliate status) and, if applicable and requested by the Company prior to the Warrant Share Delivery Date, the transfer agent shall have received from the Holder a confirmation of sale of the Warrant Shares (provided the requirement of the Holder to provide a confirmation as to the sale of Warrant Shares shall not be applicable to the issuance of unlegended Warrant Shares upon a cashless exercise of this Warrant if the Warrant Shares are then eligible for resale pursuant to Rule 144(b)(1)). The Warrant Shares shall be deemed to have been issued, and Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised, with payment to the Company of the Exercise Price (or by cashless exercise, if permitted) and all taxes required to be paid by the Holder, if any, pursuant to Section 2(d)(vi) prior to the issuance of such shares, having been paid. If the Company fails for any reason to deliver to the Holder the Warrant Shares subject to a Notice of Exercise by the second Trading Day following the Warrant Share Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of Warrant Shares subject to such exercise (based on the VWAP of the Common Stock on the date of the applicable Notice of Exercise), $10 per Trading Day (increasing to $20 per Trading Day on the fifth Trading Day after such liquidated damages begin to accrue) for each Trading Day after the second Trading Day following such Warrant Share Delivery Date until such Warrant Shares are delivered or Holder rescinds such exercise.

ii. Delivery of New Warrants Upon Exercise . If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Rescission Rights . If the Company fails to cause its transfer agent to deliver to the Holder the Warrant Shares pursuant to Section 2(d)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise; provided , however , that the Holder shall be required to return any Warrant Shares or Common Stock subject to any such rescinded exercise notice concurrently with the return to Holder of the aggregate Exercise Price paid to the Company for such Warrant Shares and the restoration of Holder's right to acquire such Warrant Shares pursuant to this Warrant (including, issuance of a replacement warrant certificate evidencing such restored right).

iv. Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise . In addition to any other rights available to the Holder, if the Company fails to cause its transfer agent to transmit to the Holder the Warrant Shares pursuant to an exercise on or before the second Trading Day following the Warrant Share Delivery Date, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a " Buy-In "), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

v. No Fractional Shares or Scrip . No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

vi. Charges, Taxes and Expenses . Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided , however , that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all transfer agent fees required for same-day processing of any Notice of Exercise.

vii. Closing of Books . The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

viii. Signature . This Section 2 and the exercise form attached hereto set forth the totality of the procedures required of the Holder in order to exercise this Warrant. Without limiting the preceding sentences, no ink-original exercise form shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any exercise form be required in order to exercise this Warrant. No additional legal opinion, other information or instructions shall be required of the Holder to exercise this Warrant. The Company shall honor exercises of this Warrant and shall deliver Shares underlying this Warrant in accordance with the terms, conditions and time periods set forth herein.

e) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(e), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Company's transfer agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(e), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon exercise of this Warrant held by the Holder and the provisions of this Section 2(e) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61 st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

Section 3. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification. For the purposes of clarification, the Exercise Price of this Warrant will not be adjusted in the event that the Company or any Subsidiary thereof, as applicable, sells or grants any option to purchase, or sell or grant any right to reprice, or otherwise dispose of or issue (or announce any offer, sale, grant or any option to purchase or other disposition) any Common Stock or Common Stock Equivalents, at an effective price per share less than the Exercise Price then in effect.

b) [RESERVED]

c) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time the Company grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

d) Pro Rata Distributions . During such time as this Warrant is outstanding, if the Company shall declare or make any dividend (other than cash dividends) or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of shares or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a " Distribution "), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided , however , to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation). To the extent that this Warrant has not been partially or completely exercised at the time of such Distribution, such portion of the Distribution shall be held in abeyance for the benefit of the Holder until the Holder has exercised this Warrant.

e) Fundamental Transaction . If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a " Fundamental Transaction "), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(e) on the exercise of this Warrant), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the " Alternate Consideration ") receivable by holders of Common Stock as a result of such Fundamental Transaction for each share of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(e) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the " Successor Entity ") to assume in writing all of the obligations of the Company under this Warrant in accordance with the provisions of this Section 3(e) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant with the same effect as if such Successor Entity had been named as the Company herein.

f) Calculations . All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

g) Notice to Holder .

i. Adjustment to Exercise Price . Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly mail to the Holder a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Exercise by Holder . If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be mailed a notice to the Holder at its last address as it shall appear upon the Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to provide such notice or any defect therein shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 4 . Transfer of Warrant .

a) Transferability . Pursuant to FINRA Rule 5110(g)(1), neither this Warrant nor any Warrant Shares issued upon exercise of this Warrant shall be sold, transferred, assigned, pledged, or hypothecated, or be the subject of any hedging, short sale, derivative, put, or call transaction that would result in the effective economic disposition of the securities by any person for a period of 180 days immediately following the Qualification Date or commencement of sales of the offering pursuant to which this Warrant is being issued, except the transfer of any security:

i. by operation of law or by reason of reorganization of the Company;

ii. to any FINRA member firm participating in the offering and the officers or partners thereof, if all securities so transferred remain subject to the lock-up restriction in this Section 4(a) for the remainder of the time period;

iii. if the aggregate amount of securities of the Company held by the Holder or related person do not exceed 1% of the securities being offered;

iv. that is beneficially owned on a pro-rata basis by all equity owners of an investment fund, provided that no participating member manages or otherwise directs investments by the fund, and participating members in the aggregate do not own more than 10% of the equity in the fund; or

v. the exercise or conversion of any security, if all securities received remain subject to the lock-up restriction in this Section 4(a) for the remainder of the time period.

Subject to the foregoing restriction, any applicable securities laws and the conditions set forth in Section 4(d), this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants . This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the initial issuance date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register . The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the " Warrant Register "), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Representation by the Holder . The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

e) Indemnification . The Company shall indemnify the Holder(s) of this Warrant and the shares of the Company's Common Stock underlying this Warrant (together, the " Registrable Securities ") to be sold pursuant to any registration statement hereunder and each person, if any, who controls such Holders within the meaning of Section 15 of the Securities Act or Section 20 (a) of the Securities Exchange Act of 1934, as amended (" Exchange Act "), against all loss, claim, damage, expense or liability (including all reasonable attorneys' fees and other expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) to which any of them may become subject under the Securities Act, the Exchange Act or otherwise, arising from such registration statement but only to the same extent and with the same effect as the provisions pursuant to which the Company has agreed to indemnify the Placement Agents contained in Section 8 of the Placement Agency Agreement. The Holder(s) of the Registrable Securities to be sold pursuant to such registration statement, and their successors and assigns, shall severally, and not jointly, indemnify the Company, against all loss, claim, damage, expense or liability (including all reasonable attorneys' fees and other expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever) to which they may become subject under the Securities Act, the Exchange Act or otherwise, arising from information furnished by or on behalf of such Holders, or their successors or assigns, in writing, for specific inclusion in such registration statement to the same extent and with the same effect as the provisions contained in Section 8 of the Placement Agency Agreement pursuant to which the Placement Agents have agreed, severally and not jointly, to indemnify the Company.

f) Underwriting Agreement . The Company shall enter into an underwriting agreement with the managing underwriter(s), if any, selected by any Holders whose Registrable Securities are being registered pursuant to this Section 4(f), which managing underwriter shall be reasonably satisfactory to the Company. Such agreement shall be reasonably satisfactory in form and substance to the Company, each Holder and such managing underwriters, and shall contain such representations, warranties and covenants by the Company and such other terms as are customarily contained in agreements of that type used by the managing underwriter. The Holders shall be parties to any underwriting agreement relating to an underwritten sale of their Registrable Securities and may, at their option, require that any or all the representations, warranties and covenants of the Company to or for the benefit of such underwriters shall also be made to and for the benefit of such Holders. Such Holders shall not be required to make any representations or warranties to or agreements with the Company or the underwriters except as they may relate to such Holders, their Shares and their intended methods of distribution.

Section 5 . Registration Rights .

a) Demand Registration–Grant of Right . The Company, upon written demand (a " Demand Notice ") of the Holder(s) of at least 51% of the Warrants and/or the underlying Shares (" Majority Holders "), agrees to register, on one occasion, all or any portion of the Registrable Securities. On such occasion, the Company will file a registration statement with the Commission covering the Registrable Securities within sixty (60) days after receipt of a Demand Notice and use its commercially reasonable efforts to have the registration statement declared effective promptly thereafter, subject to compliance with review by the Commission; provided , however , that the Company shall not be required to comply with a Demand Notice if the Company has filed a registration statement with respect to which the Holder is entitled to piggyback registration rights pursuant to Section 5(c) hereof and either: (i) the Holder has elected to participate in the offering covered by such registration statement or (ii) if such registration statement relates to an underwritten primary offering of securities of the Company, until the offering covered by such registration statement has been withdrawn or until thirty (30) days after such offering is consummated. The demand for registration may be made at any time during a period of four (4) years beginning one year after the Qualification Date. The Company covenants and agrees to give written notice of its receipt of any Demand Notice by any Holder(s) to all other registered Holders of the Warrants and/or the Registrable Securities within ten (10) days after the date of the receipt of any such Demand Notice.

b) Demand Registration–Terms . The Company shall bear all fees and expenses attendant to the registration of the Registrable Securities pursuant to Section 5(a) , but the Holders shall pay any and all underwriting commissions and the expenses of any legal counsel selected by the Holders to represent them in connection with the sale of the Registrable Securities. The Company agrees to use its commercially reasonable efforts to cause the filing required herein to become effective promptly and to qualify or register the Registrable Securities in such States as are reasonably requested by the Holder(s); provided , however , that in no event shall the Company be required to register the Registrable Securities in a State in which such registration would cause: (i) the Company to be obligated to register or license to do business in such State or submit to general service of process in such State, or (ii) the principal shareholders of the Company to be obligated to escrow their shares of capital stock of the Company. The Company shall cause any registration statement filed pursuant to the demand right granted under Section 5(a) to remain effective for a period of at least twelve (12) consecutive months after the date that the Holders of the Registrable Securities covered by such registration statement are first given the opportunity to sell all of such securities. The Holders shall only use the prospectuses provided by the Company to sell the shares covered by such registration statement, and will immediately cease to use any prospectus furnished by the Company if the Company advises the Holder that such prospectus may no longer be used due to a material misstatement or omission. Notwithstanding the provisions of this Section 5(b) , the Holder shall be entitled to a demand registration under this Section 5(b) on only one (1) occasion and such demand registration right shall terminate on the fifth anniversary of the Qualification Date in accordance with FINRA Rule 5110(f)(2)(G)(iv).

c) " Piggy-Back" Registration–Grant of Right . In addition to the demand right of registration described in Section 5(a) hereof, the Holder shall have the right, for a period of six (6) years commencing one year after the Qualification Date, to include the Registrable Securities as part of any other registration of securities filed by the Company (other than in connection with a transaction contemplated by Rule 145 promulgated under the Act or pursuant to Form S-8 or any equivalent form); provided , however , that if, solely in connection with any primary underwritten public offering for the account of the Company, the managing underwriter(s) thereof shall, in its reasonable discretion, impose a limitation on the number of shares of common stock which may be included in the registration statement because, in such underwriter(s)' judgment, marketing or other factors dictate such limitation is necessary to facilitate public distribution, then the Company shall be obligated to include in such registration statement only such limited portion of the Registrable Securities with respect to which the Holder requested inclusion hereunder as the underwriter shall reasonably permit. Any exclusion of Registrable Securities shall be made pro rata among the Holders seeking to include Registrable Securities in proportion to the number of Registrable Securities sought to be included by such Holders; provided , however , that the Company shall not exclude any Registrable Securities unless the Company has first excluded all outstanding securities, the holders of which are not entitled to inclusion of such securities in such Registration Statement or are not entitled to pro rata inclusion with the Registrable Securities.

d) " Piggy-Back" Registration–Terms . The Company shall bear all fees and expenses attendant to registering the Registrable Securities pursuant to Section 5(c) hereof, but the Holders shall pay any and all underwriting commissions and the expenses of any legal counsel selected by the Holders to represent them in connection with the sale of the Registrable Securities. In the event of such a proposed registration, the Company shall furnish the then Holders of outstanding Registrable Securities with not less than thirty (30) days written notice prior to the proposed date of filing of such registration statement. Such notice to the Holders shall continue to be given for each registration statement filed by the Company until such time as all of the Registrable Securities have been sold by the Holder. The holders of the Registrable Securities shall exercise the "piggy-back" rights provided for herein by giving written notice, within ten (10) days of the receipt of the Company's notice of its intention to file a registration statement. Except as otherwise provided in this Warrant, there shall be no limit on the number of times the Holder may request registration under this Section 5(d) ; provided, however, that such registration rights shall terminate on the seventh anniversary of the Qualification Date in accordance with FINRA Rule 5110(f)(2)(G)(v).

Section 6 . Miscellaneous .

a) No Rights as Stockholder Until Exercise . This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i) .

b) Loss, Theft, Destruction or Mutilation of Warrant . The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

c) Saturdays, Sundays, Holidays, etc . If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

d) Authorized Shares .

The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction . All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the Placement Agency Agreement.

f) Restrictions . The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal securities laws.

g) Nonwaiver and Expenses . No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies. Without limiting any other provision of this Warrant or the Placement Agency Agreement, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Placement Agency Agreement.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

****

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

CAMPAGNA MOTORS USA, INC.

By: _____

Name: André Morissette
Title: Chief Executive Officer

NOTICE OF EXERCISE

TO: CAMPAGNA MOTORS USA, INC.

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(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

☐ in lawful money of the United States; or

☐ if permitted the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in subsection 2(c), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in subsection 2(c).

(3) Please register and issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

The Warrant Shares shall be delivered to the following DWAC Account Number or by physical delivery of a certificate to:

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(4) Accredited Investor . If the Warrant is being exercised via cash exercise, the undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended

[SIGNATURE OF HOLDER]

Name of Investing Entity: _____

Signature of Authorized Signatory of Investing Entity : _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

ASSIGNMENT FORM

(To assign the foregoing warrant, execute
this form and supply required information.
Do not use this form to exercise the warrant.)

FOR VALUE RECEIVED, [____] all of or [_____] shares of the foregoing Warrant and all rights evidenced thereby are hereby assigned to

_____whose address is

_____.

_____

Dated: _____, _____

Holder's Signature: _____

Holder's Address: _____

_____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

Exhibit 8

ESCROW AGREEMENT

This ESCROW AGREEMENT (this " **Agreement** ") made as of the day of December 2017, by and among Campagna Motors USA, Inc. (the " **Issuer** ") whose address and other information appear on the Information Sheet (as defined herein) attached to this Agreement, Rachel Boulds, CPA, PLLC (the " **Escrow Agent** "),Midtown Partners & Co., LLC (" **Midtown** ") and NMS Capital Advisors, LLC (together with Midtown, the " **Placement Agents** ").

WITNESSETH:

WHEREAS, the Issuer proposes to sell up to $14,000,000 (the " **Offering Amount** ") of the Issuer's shares of common stock (the " **Securities** ") to investors (the subscribers of the Securities pursuant to this Offering (as defined below) are hereinafter referred to as " **Investors** "), in a "best efforts" basis without any minimum offering amount pursuant to Regulation A of Section 3(6) of the Securities Act of 1933, as amended (the " **Securities Act** "), for Tier 2 offerings (the " **Offering** ");

WHEREAS, the Issuer proposes to establish an escrow account (the " **Escrow Account** "), to which subscription monies which are received by the Escrow Agent from the Issuer in connection with the Offering are to be credited, and the Escrow Agent is willing to establish the Escrow Account on the terms and subject to the conditions hereinafter set forth; and

WHEREAS, the Escrow Agent has agreed to establish a special bank account at Esquire Bank (the " **Bank** ") into which the subscription monies, which are received by the Escrow Agent from the Issuer or Investors and credited to the Escrow Account, are to be deposited.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Information Sheet . Each capitalized term not otherwise defined in this Agreement shall have the meaning set forth for such term on the information sheet which is attached to this Agreement as Exhibit A and is incorporated by reference herein and made a part hereof (the " **Information Sheet** ").

2. Establishment of the Bank Account .

2.1 The Escrow Agent shall establish a non-interest-bearing bank account at the branch of Bank selected by the Escrow Agent, and bearing the designation set forth on the Information Sheet (heretofore defined as the " **Bank Account** "). The purpose of the Bank Account is for (a) the deposit of all subscription monies (checks, credit card deposits or wire transfers) which are received by the Issuer from prospective purchasers of the Securities and are delivered by the Issuer or an Investor to the Escrow Agent, (b) the holding of amounts of subscription monies which are collected through the banking system and (c) the disbursement of collected funds, all as described herein.

2.2 On or before the date of the initial deposit in the Bank Account pursuant to this Agreement, the Issuer shall notify the Escrow Agent in writing of the date of the commencement of the Offering (the " **Effective Date** "), and the Escrow Agent shall not be required to accept any amounts for credit to the Escrow Account or for deposit in the Bank Account prior to its receipt of such notification.

2.3 The " **Offering Period** ," which shall be deemed to commence on the Effective Date, shall consist of the number of calendar days or business days set forth on the Information Sheet. The Offering Period shall be extended at the Issuer's discretion (an " **Extension Period** ") only if the Escrow Agent shall have received written notice thereof prior to the expiration of the Offering Period. The Extension Period, which shall be deemed to commence on the next calendar day following the expiration of the Offering Period, shall consist of the number of calendar days or business days set forth on the Information Sheet. The last day of the Offering Period, or the last day of the Extension Period (if the Escrow Agent has received written notice thereof as herein above provided), is referred to herein as the " **Termination Date** ". Except as provided in Section 4.3 hereof, after the Termination Date, the Issuer shall not deposit, and the Escrow Agent shall not accept, any additional amounts representing payments by prospective purchasers.

2.4 Esquire Bank, the merchant service provider shall be a party to this Agreement and, as such, be granted unencumbered access to electronically withdraw funds from the Escrow Account representing refunds or chargebacks without providing notice. The Escrow Agent shall notify Esquire Bank when the escrow is closed and funds have been distributed to the Issuer . Furthermore, the Issuer grants Esquire Bank, for a period of 12 months beyond conclusion of the investment round, unencumbered rights to debit the account below for any fees and chargebacks. If at any time, during the term of this Agreement and for 12 months thereafter, Issuer will notify Esquire Bank of any changes to the bank account below to include the opening or subsequent accounts.

3. Deposits to the Bank Account .

3.1 The Issuer shall promptly deliver to the Escrow Agent all monies which it receives from prospective purchasers of the Securities, which monies shall be in the form of checks or wire transfers, provided however that "Cashiers" checks and "Money Orders" must be in amounts greater than $10,000; Cashiers checks or Money Orders in amounts less than $10,000 shall be rejected by the Escrow Agent. Upon the Escrow Agent's receipt of such monies, they shall be credited to the Escrow Account. All checks delivered to the Escrow Account shall be made payable to "Campagna Motors USA, Inc. in Escrow". The Issuer will also be accepting monies via credit card payment. Such payments will be automatically credited to the Escrow Account through the credit card transaction and reconciled to the applicable subscription agreement.

3.2 Promptly after receiving subscription monies as described in Section 3.1, the Escrow Agent shall deposit the same into the Bank Account. Amounts of monies so deposited are hereinafter referred to as " **Escrow Amounts** ". The Escrow Agent shall cause the Bank to process all Escrow Amounts for collection through the banking system. Simultaneously with each deposit to the Escrow Account, the Issuer shall inform the Escrow Agent in writing of the name and address of the prospective purchaser, the amount of Securities subscribed for by such purchase, and the aggregate dollar amount of such subscription (collectively, the " **Subscription Information** ").

3.3 The Escrow Agent shall not be required to accept for credit to the Escrow Account or for deposit into the Bank Account checks which are not accompanied by the appropriate Subscription Information, which at minimum shall include the name, address, tax identification number and the number of shares/units. Wire transfers representing payments by prospective purchasers shall not be deemed deposited in the Escrow Account until the Escrow Agent has received in writing the Subscription Information required with respect to such payments.

3.4 The Escrow Agent shall not be required to accept in the Escrow Account any amounts representing payments by prospective purchasers, whether by check or wire, except during the Escrow Agent's regular business hours.

3.5 Only those Escrow Amounts, which have been deposited in the Bank Account and which have cleared the banking system and have been collected by the Escrow Agent, are herein referred to as the " **Fund** " or " **Funds** ."

3.6 If the Offering is terminated before the Termination Date, the Escrow Agent shall refund any portion of the Fund prior to disbursement of the Fund in accordance with Article 4 hereof upon instructions in writing signed by the Issuer.

4. Disbursement from the Bank Account .

4.1 Subject to Section 4.3 below, if at any time up to the close of regular banking hours on the Termination Date, the Escrow Agent determines that the amount in the Fund represents the sale of the Offering Amount, the Escrow Agent shall promptly notify the Issuer of such fact in writing. The Escrow Agent shall promptly disburse the Fund, by drawing checks on the Bank Account in accordance with instructions in writing signed by both the Issuer as to the disbursement of the Fund, promptly after it receives such instructions.

4.2 The Funds shall be paid by the Escrow Agent in accordance with the following:

(a) In the event that the Issuer advises the Escrow Agent in writing that the Offering has been terminated, the Escrow Agent shall promptly return the Funds paid by each Investor to such Investor without interest or offset.

(b) At each Closing, the Company and Midtown shall provide the Escrow Agent with written instructions regarding the disbursement of the Funds in accordance with **Exhibit A** attached hereto and made a part hereof and signed by the Company and Midtown (the " **Disbursement Instructions** ").

4.3 Upon disbursement of the Fund pursuant to the terms of this Article 4, the Escrow Agent shall be relieved of further obligations and released from all liability under this Agreement. It is expressly agreed and understood that in no event shall the aggregate amount of payments made by the Escrow Agent exceed the amount of the Fund.

5. Rights, Duties and Responsibilities of Escrow Agent . It is understood and agreed that the duties of the Escrow Agent are purely ministerial in nature, and that:

5.1 The Escrow Agent shall notify the Issuer, on a weekly basis, of the Escrow Amounts which have been deposited in the Bank Account and of the amounts, constituting the Fund, which have cleared the banking system and have been collected by the Escrow Agent.

5.2 The Escrow Agent shall not be responsible for the performance by the Issuer of its respective obligations under this Agreement.

5.3 The Escrow Agent shall not be required to accept from the Issuer any Subscription Information pertaining to prospective purchasers unless such Subscription Information is accompanied by checks,wire transfers or credit card payments meeting the requirements of Section 3.1, nor shall the Escrow Agent be required to keep records of any information with respect to payments deposited by the Issuer except as to the amount of such payments; however, the Escrow Agent shall notify the Issuer within a reasonable time of any discrepancy between the amount set forth in any Subscription Information and the amount delivered to the Escrow Agent therewith. Such amount need not be accepted for deposit in the Escrow Account until such discrepancy has been resolved.

5.4 The Escrow Agent shall be under no duty or responsibility to enforce collection of any check delivered to it hereunder. The Escrow Agent, within a reasonable time, shall return to the Issuer any check received which is dishonored, together with the Subscription Information, if any, which accompanied such check.

5.5 If the Escrow Agent is uncertain as to its duties or rights hereunder or shall receive instructions with respect to the Bank Account, the Escrow Amounts or the Fund which, in its sole determination, are in conflict either with other instructions received by it or with any provision of this Agreement, it shall be entitled to hold the Escrow Amounts, the Fund, or a portion thereof, in the Bank Account pending the resolution of such uncertainty to the Escrow Agent's sole satisfaction, by final judgment of a court or courts of competent jurisdiction or otherwise.

5.6 The Escrow Agent shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of willful misconduct or gross negligence. The Escrow Agent shall be entitled to consult with counsel of its own choosing and shall not be liable for any action taken, suffered or omitted by it in accordance with the advice of such counsel.

5.7 The Escrow Agent shall have no responsibility at any time to ascertain whether or not any security interest exists in the Escrow Amounts, the Fund or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the Fund or any part thereof.

6. Amendment; Resignation or Removal of Escrow Agent . This Agreement may be altered or amended only with the written consent of the parties hereto. The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice of such resignation to the Issuer specifying a date when such resignation shall take effect and upon delivery of the Fund to the successor escrow agent designated by the Issuer in writing. Such successor Escrow Agent shall become the Escrow Agent hereunder upon the resignation date specified in such notice. If the Issuer fails to designate a successor Escrow Agent within thirty (30) days after such notice, then the resigning Escrow Agent shall promptly refund the amount in the Fund to each prospective purchaser, without interest thereon or deduction. The Escrow Agent shall continue to serve until its successor accepts the escrow and receives the Fund. The Issuer shall have the right at any time to remove the Escrow Agent and substitute a new escrow agent by giving notice thereof to the Escrow Agent then acting. Upon its resignation and delivery of the Fund as set forth in this Section 6, the Escrow Agent shall be discharged of and from any and all further obligations arising in connection with the escrow contemplated by this Agreement. Without limiting the provisions of Section 8 hereof, the resigning Escrow Agent shall be entitled to be reimbursed by the Issuer for any expenses incurred in connection with its resignation, transfer of the Fund to a successor escrow agent or distribution of the Fund pursuant to this Section 6.

7. Representations and Warranties . The Issuer hereby represents and warrants to the Escrow Agent that:

7.1 No party other than the parties hereto and the prospective purchasers have, or shall have, any lien, claim or security interest in the Escrow Amounts or the Fund or any part thereof.

7.2 No financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Amounts or the Fund or any part thereof.

7.3 The Subscription Information submitted with each deposit shall, at the time of submission and at the time of the disbursement of the Fund, be deemed a representation and warranty that such deposit represents a bona fide payment by the purchaser described therein for the amount of Securities set forth in such Subscription Information.

7.4 All of the information contained in the Information Sheet is, as of the date hereof, and will be, at the time of any disbursement of the Fund, true and correct.

7.5 Reasonable controls have been established and required due diligence performed to comply with “Know Your Customer” regulations, USA Patriot Act, Office of Foreign Asset Control (OFAC) regulations and the Bank Secrecy Act.

8. Fees and Expenses .

8.1 The Escrow Agent shall be entitled to the Escrow Agent Fees set forth on the Information Sheet, payable as and when stated therein. In addition, the Issuer agrees to reimburse the Escrow Agent for any reasonable expenses incurred in connection with this Agreement, including, but not limited to, reasonable counsel fees.

8.2 Outstanding balances due to CrowdPay, Inc. will be withheld from any disbursements made until balance is paid in full.

9. Indemnification and Contribution .

9.1 The Issuer (the " **Indemnitor** ") agrees to indemnify the Escrow Agent and its officers, directors, employees, agents and shareholders (collectively referred to as the " **Indemnitees** ") against, and hold them harmless of and from, any and all loss, liability, cost, damage and expense, including without limitation, reasonable counsel fees, which the Indemnitees may suffer or incur by reason of any action, claim or proceeding brought against the Indemnitees arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or gross negligence of the Indemnitees.

9.2 If the indemnification provided for in Section 9.1 is applicable, but for any reason is held to be unavailable, the Indemnitor shall contribute such amounts as are just and equitable to pay, or to reimburse the Indemnitees for, the aggregate of any and all losses, liabilities, costs, damages and expenses, including counsel fees, actually incurred by the Indemnitees as a result of or in connection with, and any amount paid in settlement of, any action, claim or proceeding arising out of or relating in any way to any actions or omissions of the Indemnitor.

9.3 The provisions of this Article 9 shall survive any termination of this Agreement, whether by disbursement of the Fund, resignation of the Escrow Agent or otherwise.

10. Termination of Agreement . This Agreement shall terminate on the final disposition of the Fund pursuant to Section 4, provided that the rights of the Escrow Agent and the obligations of the other parties hereto under Section 9 shall survive the termination hereof and the resignation or removal of the Escrow Agent.

11. Governing Law and Assignment . This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflicts of laws principles thereof, and shall be binding, upon the parties hereto and their respective successors and assigns; provided , however , that any assignment or transfer by any party of its rights under this Agreement or with respect to the Escrow Amounts or the Fund shall be void as against the Escrow Agent unless (a) written notice thereof shall be given to the Escrow Agent; and (b) the Escrow Agent shall have consented in writing to such assignment or transfer.

12. Notices. All notices required to be given in connection with this Agreement shall be sent by registered or certified mail, return receipt requested, or by hand delivery with receipt acknowledged, or by the Express Mail service offered by the United States Postal Service, and addressed, if to the Issuer or either Placement Agent, at their respective addresses set forth on the Information Sheet, and if to the Escrow Agent, at its address set forth above, to the attention of the Trust Department.

13. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

14. Execution in Several Counterparts. This Agreement may be executed in several counterparts or by separate instruments and by facsimile transmission, and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings (written or oral) of the parties in connection therewith.

[Signature pages follow]

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

Rachel Boulds, CPA, PLLC

By: _____
Name: Rachel Boulds
Title: CPA

Campagna Motors USA, Inc.

By: _____
Name: André Morissette
Title: President and Chief Executive Officer

Midtown Partners & Co., LLC

By: _____
Name: John R. Clarke
Title: Chief Executive Officer

NMS Capital Advisors, LLC

By: _____
Name:
Title:

EXHIBIT A

ESCROW AGREEMENT INFORMATION SHEET

1. The Issuer
Name: Campagna Motors USA, Inc.
Address: 100 Walnut St., Champlain, NY 12919
Telephone: 450-641-2112

The Placement Agents
Name: Midtown Partners & Co., LLC
Attn: John R. Clarke, Chief Executive Officer

Address: 380 Lexington Avenue, 30th Floor
New York, NY 10168
Telephone: 212-939-6420

and

Name: NMS Capital Advisors, LLC
Attn: [ ]

Address: 433 North Camden Drive, 4th Floor
Beverly Hills, CA 90210

Telephone: [ ]

2. The Securities
Common Stock

3. Minimum Amounts and Conditions Required for Disbursement of the Escrow Account
Aggregate dollar amount which must be collected before the Escrow Account may be disbursed to the Issuer: no minimum amount. Zero $

4. Plan of Distribution of the Securities
To be distributed by the Issuer.

Extension Period, if any:

5. Title of Escrow Account
"Campagna Motors USA, Inc."

6. Escrow Agent Fees and Charges
$2,500 payable at Closing. In addition, the Escrow Agent shall be paid a fee of $500 for each additional closing. Should the Escrow Agent continue for more than one year, the Escrow Agent shall receive a fee of $200 per month, payable in advance or the first business day of the month.

Applicable bank fees for checks and wires apply.

7. Offering Period: 365 days.

Exhibit A

FORM OF ESCROW DISBURSEMENT INSTRUCTIONS
AND RELEASE NOTICE

Date: _____, 201[ ]

[Escrow Agent]
[Address]
Attention:

Dear Mr./Ms _____:

In accordance with the terms of Section 4.2 of an Escrow Agreement dated as of _____, 2017 (the " **Escrow Agreement"**), by and among Campagna Motors USA, Inc. (the " **Issuer** "), Rachel Boulds, CPA, PLLC (the " **Escrow Agent** "), Midtown Partners & Co., LLC (" **Midtown** ") and NMS Capital Advisors, LLC, the Issuer and Midtown hereby direct the Escrow Agent to distribute [all] [$] of the Funds (as defined in the Escrow Agreement) in accordance with the following wire instructions:

_____: $

_____: $

_____: $

Very truly yours,

Campagna Motors USA, Inc.

By: _____
Name: André Morissette
Title: President and Chief Executive Officer

Midtown Partners & Co., LLC

By: _____
Name: John R. Clarke
Title: Chief Executive Officer

Exhibit 11

CONSENT OF INDEPENDENT AUDITOR

We consent to the use, in this Offering Statement on Form 1-A/ POS of our independent auditors' report dual dated May 17, 2017 and October 27, 2017 on our audit related to the financial statements of Campagna Motors USA, Inc. which comprise the balance sheet as of December 31, 2016, and the related statements of operations, changes in stockholders' deficit and cash flows for the period from October 19, 2016 (inception) to December 31, 2016, and the related notes to the financial statements.

Very truly yours,

/s/ dbb *mckennon*

dbb *mckennon*
Newport Beach, California
December 8, 2017