

CONFIDENTIAL OFFERING MEMORANDUM

Jupiter Financial Group
World Standing Together Program
 2024 Series EPPN Notes, Twenty-Five Years Maturity from Issue Date
 \$500,000,000,000,000
Equity Position Protection Notes (EPPN)

Jupiter Financial Group, an unincorporated business trust (the “Trust”), is offering up to 500,000 Unit Shares at \$100,000,000 per share with an aggregated amount not to exceed \$50,000,000,000,000 (the “Offering”) in five original CLASSES, A, B, C, D and E (the “Notes”). Notes may be issued as fractional shares, fully assignable and divisible, without any further notice or action by Jupiter Financial Group. The Notes, **2024 Series EPPN Notes**, will be due twenty-five years after issue and will be issued pursuant to a Trust Indenture (the “Indenture”), dated as of June 15, 2024 (the “Original Issue Date”), between the Trust and National Sales Corps, as Indenture Trustee (the “Trustee”). The Notes will be secured by an investment dynamic basket of equity/cash position portfolios consisting of Eligible Investments, which may comprise one or more of the following investments (collectively, the “Eligible Investments”): (i) cash; (ii) U.S. Treasury Securities; (iii) obligations of foreign and U.S. banks rated in one of the investment grade rating categories by Moody's Investors Service (“Moody's”) (Aaa, Aa, A or Baa) or Standard & Poor's (AAA, AA, A or BBB); (iv) money market mutual funds, including those for which the Indenture Trustee or any affiliate receives compensation with respect to such investment, which are either: (a) rated in the highest rating category by Moody's or Standard & Poor's; or (b) comprised in their entirety of U.S. Treasury obligations and (v) other notes, common stock, corporate bonds of rated and unrated public corporations either fully reporting or expected to achieve fully reporting status within twelve months or less as approved from time to time at the sole discretion of the Trust or as further discuss within any specific offering as made available to the Trust. See “Description of the EPPN Notes.”

The Notes shall be discounted on purchase date at the rate of 1.00% annually. The Trust will be unconditionally obligated to pay the principal on the Maturity Date. The Trust shall further distribute the Net Asset Value (NAV) on a unit share basis as per the contract of indenture.

	Price to Investors (1)	Proceeds to Trust (2)
Minimum Total	\$20,000,000,000,000	\$20,000,000,000,000
Maximum Total	\$500,000,000,000,000	\$500,000,000,000,000

- (1) The minimum subscription is for \$100,000,000 of Notes. The Notes will be issued in denominations of integral multiples of \$100,000,000 or as required.
- (2) Before deducting offering expenses, estimated at 8% net of face amount, which has been prepaid by the Trust.

See “Certain Investment Considerations” beginning on page 6 for a discussion of certain factors that should be considered in connection with an investment in the Notes.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED JUDGEMENT UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

IMPORTANT

It is expected that confirmation of registration to the Noteholder and issuance of the Notes to accredited investors will be made in book entry form and registered with the trust in 96 hours of receipt of clean, clear funds from Noteholders.

The date of this Offering Memorandum is December 16, 2024.

THESE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. ACCORDINGLY, THE NOTES OFFERED HEREBY ARE BEING OFFERED AND SOLD ONLY TO A LIMITED NUMBER OF "ACCREDITED INVESTORS" (AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT.

THIS OFFERING MEMORANDUM (THE "OFFERING MEMORANDUM") IS BEING FURNISHED BY THE TRUST ON A CONFIDENTIAL BASIS IN CONNECTION WITH AN OFFERING EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT SOLELY FOR THE PURPOSE OF ENABLING A PROSPECTIVE INVESTOR TO CONSIDER THE PURCHASE OF THE NOTES. DELIVERY OF THIS OFFERING MEMORANDUM TO ANY OTHER PERSON OR ANY REPRODUCTION OF THIS OFFERING MEMORANDUM, IN WHOLE OR IN PART, WITHOUT THE PRIOR CONSENT OF THE TRUST IS PROHIBITED. EACH PROSPECTIVE PURCHASER, BY ACCEPTING DELIVERY OF THIS OFFERING MEMORANDUM, AGREES TO THE FOREGOING AND TO MAKE NO PHOTOCOPIES OR ELECTRONIC TRANSMISSIONS OF THIS OFFERING MEMORANDUM.

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

UPON REQUEST TO THE TRUST, PROSPECTIVE INVESTORS MAY OBTAIN SUCH ADDITIONAL INFORMATION AS THEY MAY REASONABLY REQUEST IN CONNECTION WITH THE DECISION TO PURCHASE ANY OF THE NOTES.

EACH PROSPECTIVE PURCHASER OF THE NOTES MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN FORCE IN ANY JURISDICTION IN CONNECTION WITH THE DISTRIBUTION OF THIS OFFERING MEMORANDUM AND THE OFFER OR SALE OF THE NOTES. SEE "TRANSFER RESTRICTIONS." IN MAKING AN INVESTMENT DECISION, PROSPECTIVE PURCHASERS MUST RELY ON THEIR OWN EXAMINATION OF THE TRUST AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE CONTENTS OF THIS OFFERING MEMORANDUM ARE NOT TO BE CONSTRUED AS LEGAL, BUSINESS OR TAX ADVICE. EACH PROSPECTIVE PURCHASER SHOULD CONSULT HIS OR HER OWN ATTORNEY, BUSINESS ADVISOR AND/OR TAX ADVISOR AS TO LEGAL, BUSINESS OR TAX ADVICE.

THE DISTRIBUTION OF THIS OFFERING MEMORANDUM AND THE OFFER AND SALE OF THE NOTES MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS. PEOPLE WHOSE POSSESSION THIS OFFERING MEMORANDUM OR ANY OF THE NOTES COME MUST INFORM THEMSELVES ABOUT AND OBSERVE ANY SUCH RESTRICTIONS. SEE "PLAN OF DISTRIBUTION".

THIS OFFERING IS AN EXEMPT OFFERING UNDER THE SECURITIES ACT PURSUANT TO RULE 506 OF REGULATION 'D' PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION. AS SUCH, IT IS EXEMPT FROM CERTAIN STATE BLUE SKY LAW REQUIREMENTS REGARDING RESTRICTIVE LEGENDS. SEE NATIONAL SECURITIES MARKETS IMPROVEMENT ACT OF 1996. THIS IS A PRIVATE CONTRACT IN TRUST FORM UNDER CONSTITUTIONAL LAW.

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OFFERING MEMORANDUM SUMMARY

The following summary is qualified by reference to the detailed information and financial information contained elsewhere in this Offering Memorandum, which should be read in its entirety. See “Index of Defined Terms” for an index of all defined terms used in this Offering Memorandum.

The Trust

The Trust, an unincorporated business trust, is organized to provide a vehicle for generating investment income to invest in the development of a series of companies and entities controlled and/or managed by the Jupiter Financial Group and advisory Boards. The Notes will be issued by the Trust pursuant to the Indenture with the Trustee. With the proceeds of the Offering and other funds available to it, the Trust will acquire and invest in one or more of the following investments (collectively, the “*Eligible Investments*”): (i) cash; (ii) U.S. Treasury Securities (as defined in the “Index of Defined Terms”); (iii) obligations of foreign and U.S. banks rated in one of the investment grade rating categories by Moody’s (Aaa, Aa, A or Baa) or Standard & Poor’s (AAA, AA, A or BBB); (iv) money market mutual funds, including those for which the Indenture Trustee or any affiliate receives compensation with respect to such investment, which are either: (a) rated in the highest rating category by Moody’s or Standard & Poor’s; or (b) comprised in their entirety of U.S. Treasury obligations. and (v) other notes, common stock, corporate bonds of rated and unrated public corporations either fully reporting or expected to achieve fully reporting status within twelve months or less as approved from time to time at the sole discretion of the Trust or as further discussed within any specific offering as made available to the Trust. See “Description of the Notes.” The Notes shall be discounted on purchase date at the rate of 2.00 % annually. The Trust will be unconditionally obligated to pay the principal on the Maturity Date. The Trust shall further distribute the Net Asset Value (NAV) on unit share basis funds as per the contract of indenture.

The Notes will be secured by a first priority security interest in the Eligible Investments that constitute the trust estate (the “Trust Estate”) held by the Trustee (the “Collateral”). See “The Trust” and “Description of the Notes.”

The Collateral in the Trust Estate will be held in an account by the Trustee. From time to time, the Trustee may sell Eligible Investments and use the proceeds from such sales to purchase other Eligible Investments selected by the Trust, provided that at all times the Collateral shall remain in the form of Eligible Investments. The Notes shall be discounted 1.00% per annum at purchase date. Upon Trust order, the Trustee will distribute cash to the Trust from time to time to the extent that the remaining value held as the Collateral (cash, together with proceeds of the Eligible Investments), upon maturity thereof, would be sufficient to pay all principal and interest on the Notes on the Maturity Date. See “Description of the Notes”.

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The Specific Portfolios

Series 8888	(AA + or better Rated Government, Municipalities and Corporate Bonds)
Series 7000	(A- or better secondary market Government, Municipalities and Corporate Bonds)
Series 6000	(B + or better corporate Government, Municipalities and Corporate Bonds)
Series 5000	(C + or better corporate Government, Municipalities and Corporate Bonds)
Series 4444	(Commercial Real Estate)
Series 4333	(Residential Real Estate)
Series 4222	(Hotel and Resort Properties)
Series 4000	(Green Earth Technologies – Private and Public entities – rated and non-rated)
Series 3000	(Humanitarian Services Development – infrastructures)
Series 2000	(Development Projects Natural Resources)
Series 1000	(IPOs and New Business Development) – Qenex internal program

Business Overview

The trust coordinates asset management in a full mix of portfolios through its operating companies, affiliates, and partnering arrangements. Each series of trust is separately managed by one or more entities under a contract indenture providing the trust full ability to direct any and all investments. Jupiter Financial Group, Inc. a Wyoming Corporation is the investment advisory company with affiliate fund-managers worldwide through our affiliates; The Jupiter Fund, LLC, Infinite Networks Corporation, Qenex Communications, Inc., and other series trust to include World Standing Together that are established to handle projects as needed. The Trust acquires additional assets through direct purchases with our clients in Unit Shares under a capital formation program. This provides a direct purchase of Unit Shares and access to the investment pool within the capital formation guidelines.

Investment Strategy

The investment strategy of the Trust for both the proceeds of the Offering and other assets of the Trust will focus on: (i) achieving the highest yield consistent with low to moderate credit risk; (ii) assuring timely payment of the principal and interest due under the Notes; (iii) utilizing a portion of the Trust Estate for secured investments which will enhance the Trust's financial statement and generate an income stream for financing of its projects; and (iv) allowing the Trust to institute the project development.

The assets of the Trust Estate, including Eligible Investments, will secure all obligations of the Trust with respect to the payment of principal and other distribution as authorized on the Notes. To the extent that assets of the Trust Estate, including cash payments made to the trust upon the maturity of Eligible Investments, exceed the amount of all principal payable to Holders of the Notes at maturity, the Trust may direct the Trustee to distribute such excess amounts to the Trust from time to time. The Trust has provided that none of the risks associated with the Project's development shall be incurred by the Holders.

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SUMMARY OF THE OFFERING

Offering	Section 4(2) of the Securities Act of 1933 and Regulation D Rule 506.
Notes Offered	\$500 Trillion aggregate initial principal amount of 2024 Series EPPN Notes due Twenty-five years from date of issue. The Notes will be issued and secured pursuant to the Indenture, to be dated as of December 16, 2024, between the Trust and the Trustee.
Original Issue Date	It is expected that Noteholder registration of the Notes will be made on the date occurring 48 hours after Trust acceptance of clean, clear funds to Client Trust account.
Minimum Purchase Amount	The Notes will be offered in minimum purchase amounts of \$100,000,000 and integral multiples of \$100,000,000 more than \$1,000,000,000, subject to the Trust's right to accept offers for lower amounts. Subscriptions for an aggregate of \$500,000,000 shall be subject to the written approval of the Trust prior to acceptance.
Maturity Date	Twenty-Five Years One Day after issuance of Note.
Expected Yield and Payment Dates	The Notes will be discounted on issue date at the rate of 1.00% per annum. Notes will accrue additional funds at the rate of pool ratio as per Unit Share Class of net profits after principle is paid in full for the remaining life of Note.
Optional Redemption	The Notes are redeemable at the option of the Trust in consideration for payment of all principal and a 1% premium that would otherwise be payable with respect to the Notes if held until maturity.
Use of Proceeds	Proceeds of the Offering, reduced by certain expenses of the Offering estimated at \$73,100,000,000, minus offering, underwriting and management fees not to exceed 8% of face will be deposited with the Trustee to be held as assets of the Trust Estate. The Trustee will invest net proceeds of the Offering in Eligible Investments

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and may purchase and sell Eligible Investments from time to time. The Trustee will distribute cash to the Trust, upon receipt of a Trust order, to the extent that assets in the Trust Estate exceed all principal Notes at maturity.

Initial Exposure 30% Equity and 70% in Cash or Cash Equivalent Instruments. Final numbers and ratios will be determined at time of issuance of each group of Notes. At no time, will the equity position exceed 50% of net funds at risk without notification to Noteholders.

Security for the Notes A first priority security interest in the Trust Estate will be granted in favor of the Trustee for the benefit of all Holders of the Notes and the Trustee, pursuant to the Indenture. All of the assets of the Trust Estate will be held in a segregated account pursuant to the Indenture with the Trustee, for the benefit of the Holders of the Notes. See "Description of the Notes—Security for the Notes" and "Certain Investment Considerations."

Eligible Investments..... One or more of the following investments: (i) cash, (ii) U.S. Treasury Securities, (iii) obligations of foreign and U.S. banks rated in one of the investment grade rating categories by Moody's or Standard & Poor's, (iv) money market mutual (v) proven reserves (vi) government contracts funds which are (a) rated in the highest category by Moody's or Standard & Poor's; or (b) comprised in their entirety of U.S. Treasury obligations and (v) other notes, common stock, corporate bonds of rated and unrated public corporations either fully reporting or expected to achieve fully reporting status within twelve months or less as approved from time to time at the sole discretion of the Trust or as further discuss within any specific offering as made available to the Trust. See "Description of the Notes." See Appendix A, "Description of Bond Ratings." Eligible Investments shall have a maturity date that occurs on or before, but in no event after, the Maturity Date of the Notes within a series disclosure listing.

Indenture..... Restrictions in the Indenture will limit the ability of the Trust (1) to declare or pay any dividend or make any distribution while an Event of Default has occurred and is continuing; (2) to enter into transactions with its affiliates other than those which are on terms fair to the Trust; or (3) to consummate a merger, consolidation or sale of all or substantially all of its assets. Under certain

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	circumstances, prior to the payment in full of the Notes, the Trustee will be able to make distributions to the Trust from the Trust Estate provided that remaining assets in the Trust Estate will have a value sufficient for payment in full of all principal Notes on the Maturity Date. See “Description of the Notes—Certain Covenants.”
Escrow Agreement	An investor who wishes to purchase the Notes will be required to execute a subscription agreement (the “ <i>Subscription Agreement</i> ”) and purchaser questionnaire (the “ <i>Purchaser Questionnaire</i> ”), substantially in the form of Appendices E and F, respectively, and upon acceptance thereof to deposit funds in the amount of the principal amount of the Notes subscribed for by such investor with the Trust and Jupiter Financial Group, at the escrow agent (the “ <i>Escrow Agent</i> ”). The Escrow Agent will be instructed, upon the satisfaction of certain terms and conditions, including acceptance of subscription agreements for the Notes by the Trust, to deliver the net proceeds of the Offering to the Trustee to constitute the initial Trust Estate.
Restrictions on Transfer	The Notes have not been and will not be registered under the Securities Act of 1933, as amended (the “ <i>Securities Act</i> ”) or any state securities laws, and as a consequence the Notes may be offered or transferred only in a transaction exempt from the registration requirements of the Securities Act. The minimum principal amount of Notes that may be transferred to or held by any one beneficial owner is \$100,000,000 and integral multiples of \$100,000,000 in excess of \$500,000,000. See “Description of Notes—Restrictions on Transfer.”
Form of Notes	The Trust expects that delivery of the Notes will be made in book entry form at the offices of National Sales Corps upon acceptance of subscriptions by the Trust. The Notes will be transferable only on the Note register of the Trust by the Trustee (or its successor) as Note Registrar. See “Description of Notes.”
Investment Considerations	Certain factors should be considered in connection with an investment in the Notes. See “Certain Investment Considerations.”
Escrow Agent.....	Client Trust Account Harmony Bank & Trust Series

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	Account held at: TBA
	National Sales Corps
Trustee	
Management Advisory Group.....	Jupiter Financial Group, Inc.
Issuer	Jupiter Financial Group (870-323-0094)
Offering Period	June 15, 2025 until completed at the discretion of the Board of Directors of Trust.

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INVESTOR SUITABILITY STANDARDS

THE PURCHASE OF THESE SECURITIES INVOLVES CERTAIN INVESTMENT RISK. INVESTMENT IN THESE SECURITIES IS SUITABLE ONLY FOR PERSONS WHO HAVE NO NEED FOR AN IMMEDIATE CASH RETURN OR LIQUIDITY WITH RESPECT TO THEIR INVESTMENT.

There is no public market for the Notes, and no guarantee can be made that a public market will develop whereby the sale or transfer of the Notes may be possible. The Trust will sell the Notes only to a person who qualifies as an “Accredited Investor” within the meaning of Regulation D under the Securities Act and to a person who represents that he, either alone or with his Purchaser Representative, if any, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of purchasing the Notes. Each subscriber will be required to certify to the Trust that he meets the foregoing requirements.

A prospective investor who falls within one of the following categories at the time of the Trust's sale of Notes may be deemed an Accredited Investor, as defined by Rule 501(a) of Regulation D promulgated under the Securities Act: (i) banks, savings and loans, credit unions, licensed small business investment companies and licensed broker-dealers purchasing for their own account; (ii) a private business not formed for the purpose of acquiring the Notes, whose total assets are in excess of \$5,000,000; (iii) any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000; (iv) any natural person who had individual income in excess of \$200,000 (or whose income and that of his spouse together was in excess of \$300,000) in each of the last two years and who reasonably expects income in excess of \$200,000 (or \$300,000 for the joint income test) in the current year; and (v) certain qualifying trusts and employee benefit plans.

Each prospective investor must be able to demonstrate that he has the capacity to protect his own interests in evaluating the risks and merits of the Notes by reason of his business and financial experience. A prospective investor who does not have sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of purchasing the Notes must, regardless of his net worth, retain a “Purchaser Representative” (as defined in Rule 501(h) of Regulation D) who has that knowledge and experience either alone, together with other purchaser representatives, or together with the prospective investor.

The Trust has adopted as a general suitability standard the requirement that each prospective investor represent in writing in the Subscription Agreement and Investor Questionnaire, among other things, as follows:

- (i) he/she is acquiring the Notes for investment only, and not with a view toward resale.
- (ii) he/she can bear the economic risk of losing his entire investment.
- (iii) his/her overall commitment to investments which are not readily marketable is not disproportionate to his net worth, and his investment in the Notes will not cause such overall commitment to become excessive.

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- (iv) he/she has adequate means of providing for his current needs and personal contingencies and has no need for liquidity of his investment in the Notes;
- (v) he/she has substantial experience in making investment decisions of this type, or he is relying on his own Purchaser Representative in making this investment decision.

These suitability standards represent the minimum requirements for prospective investors, and the satisfaction of such standards does not necessarily mean that the Notes are suitable investments for such persons. The Trust reserves the right, in its sole discretion, to reject any subscription even though the prospective investor may otherwise satisfy the foregoing criteria. If an investment does not exceed 10% of a prospective investor's net worth (exclusive of personal residence, home furnishings, and automobiles), then it is presumed to be suitable for the limited purpose of satisfying the condition imposed by the above-referenced rule.

To ensure that prospective investors are well informed with regard to the Trust, the Trust has prepared this Memorandum and is inviting each prospective investor to ask questions of, and receive answers from, the Trust with respect to any matter relating to the financial performance of the Trust or an investment in the Notes. Additionally, an investment in the Notes should be made only if (i) the prospective investor has received all information requested by him in connection with the Trust and the proposed investment and (ii) the prospective investor is purchasing the Notes for his own account for investment and not with a view to the distribution thereof. To satisfy itself that prospective investors meet the suitability standards set forth herein, the Trust will be relying upon the prospective investor's representations in the Subscription Agreement and Purchaser Questionnaire, both of which are attached hereto as Appendices E and F, respectively.

IF THE TRUST IS INCORRECT IN ITS ASSUMPTIONS AS TO THE CIRCUMSTANCES, FINANCIAL STATUS AND/OR THE BUSINESS SOPHISTICATION OF A PARTICULAR PROSPECTIVE INVESTOR, THE DELIVERY OF THIS MEMORANDUM TO SUCH PROSPECTIVE INVESTOR DOES NOT CONSTITUTE AN OFFER, AND THIS MEMORANDUM MUST BE IMMEDIATELY RETURNED TO THE TRUST.

THE FOREGOING STATEMENT DOES NOT NECESSARILY MEAN THAT THE NOTES OFFERED HEREBY ARE A SUITABLE INVESTMENT FOR ANY PROSPECTIVE INVESTOR OR THAT THE TRUST WILL ACCEPT THE SUBSCRIPTION OF THAT PERSON. THE TRUST RESERVES THE RIGHT TO REFUSE ANY SUBSCRIPTION IN ITS SOLE DISCRETION.

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CERTAIN INVESTMENT CONSIDERATIONS

Prospective purchasers of the Notes should carefully consider the following factors in addition to the other information contained in this Offering Memorandum in evaluating the Trust before purchasing the Notes offered hereby.

Operating History

The Trust is an unincorporated business entity established in 1995 with an operating history and net positive results for over 20 years. Currently the trust has assets exceeding \$25,000,000,000 under management in (AAA+ or better rating) that secures the position of this offering and unit shares issued in exchange for additional assets. The Trust relies on third party fund-managers, operating entities, partners, affiliates, financial institutions, and government agencies for accurate information.

Settlement Procedures

Transactions in foreign and domestic securities may be subject to less efficient settlement practices which result in an increased risk of failure. Securities trading practices, including those involving securities settlement where the Trust's assets may be released prior to receipt of payment, may expose the Trust to increased risk in the event of a failed trade or insolvency of a foreign broker/dealer. Legal remedies for defaults and disputes may have to be pursued in foreign courts, whose procedures differ substantially from those of U.S. courts. Although the Trust intends to strictly adhere to recommended settlement procedures in connection with its trading in Eligible Investments, there can be no assurance that the Trust's settlement procedures can be implemented with respect to all of its proposed transactions. In the event that the Trust believes that available settlement procedures with respect to its Eligible Investments would expose the Trust to unacceptable risk, the Trust may elect to hold such Eligible Investments to maturity. The Jupiter Financial Group and the Trustee shall minimize the risk in the total basket of investments to ensure the guidelines as per this offering are complied with and Net Asset Value remains within these guidelines.

The noteholder shall have the right to tenure upon **a thirty-day notice to the Jupiter Financial Group** as the repurchase agent. Jupiter Financial Group shall have 7 days to settle the account as per this offering and the Contract of Indenture.

Lack of Trading Market; Restrictions on Transfer

The Notes are a new issue of securities for which there is currently no existing market. Because the Notes are being sold pursuant to an exemption from registration under the applicable securities laws, they may not be publicly offered, sold or otherwise transferred by Holders in the absence of registration under the Securities Act and applicable state securities law, or pursuant to an exemption from the registration requirements of such laws. As a result, investors who acquire the Notes may be unable to sell the Notes or may be able to sell the Notes only at a substantial discount to the purchase price. Consequently, investors should consider an investment in the Notes only if they meet the suitability standards set forth in this Memorandum and only if they are financially able to hold the Notes until maturity.

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Upon activation of ***Thirty-day tenure by a Noteholder, Jupiter Financial Group*** shall have the right to repurchase directly or move the position of the Noteholder to another client within the guidelines of this offering and the contract of indenture.

Risks of Foreign Investments

Investors should understand and consider carefully the substantial risks involved in the Trust's investment in obligations of foreign banks. Under the Indentures, all assets of the Trust Estate could be invested in obligations of foreign banks, including banks in emerging market companies, provided such obligations are rated investment grade when they are acquired by the Trust. Foreign bank obligations involve certain considerations comprising both risk and opportunity not typically associated with investing in U.S. securities. These considerations include: restrictions on foreign investment and repatriation of capital; greater price volatility and trading illiquidity; less public information on issuers of securities; difficulty in enforcing legal rights outside of the United States; lack of uniform accounting, auditing, and financial reporting standards; the possible imposition of foreign taxes and exchange controls; and possible political, economic, and social instability of developing as well as developed countries, including without limitation, nationalization, expropriation of assets, and war. Furthermore, individual foreign economies may differ favorably or unfavorably from the U.S. economy in such respects as growth of gross national product, rate of inflation, capital reinvestment, resource self-sufficiency, and balance of payments position. Securities of many foreign banks may be less liquid and their prices more volatile than securities issued by comparable U.S. issuers. Transactions in foreign securities may also be subject to less efficient settlement practices which result in an increased risk of failure.

Ratings of Securities

Securities ratings are based largely on the issuer's historical financial condition and the rating agencies' analysis at the time of rating. Securities ratings are not a guarantee of quality and may be lowered after the Trust has acquired the security. Also, rating agencies may fail to make timely changes in credit ratings in response to subsequent events. Consequently, the rating assigned to any particular security is not necessarily a reflection of the issuer's current financial condition, which may be better or worse than the rating would indicate. The rating assigned to a security by a rating agency does not reflect an assessment of the volatility of the security's market value or of the liquidity of an investment in the security. Changes in a rating agency's rating of any income security or in the ability of an issuer to make payments of interest and principal may also affect the value of the Trust's investments. There can be no assurances that the rating assigned to any security at the time it is purchased by the Trust will not decrease. The Trust will not necessarily dispose of a security when its rating is reduced below the rating at the time of purchase, although the Trust will monitor all investments to determine whether continued investment is consistent with the Trust's investment objectives. Because of the greater number of investment considerations involved in investing in lower-rated income securities, the achievement of the Trust's investment objectives will depend more on the Trust's analytical abilities than would be the case if it were investing primarily in securities in the higher rating categories. There can be no assurances that the securities selected by the Trust for purchase will perform to the Trust's expectations.

Certain Risks Associated with Investments in Lower-rated Securities

The Trust may invest its net assets in investment grade obligations of foreign and U.S. banks (rated BBB or better by Standard & Poor's or Baa or better by Moody's). Although securities rated BBB by S&P or Baa by Moody's are considered investment grade securities, Moody's considers such securities to have certain

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speculative characteristics which may make them unreliable over any great length of time. Under terms of the Indenture, the Trust may direct the Trustee to invest all the net assets of the Trust Estate in securities rated BBB by S&P or Baa by Moody's. Changes in economic conditions or other circumstances are more likely to lead to a weakened capacity for issuers of such securities to make principal and income payments than is the case for issuers of higher-rated securities. Lower rated fixed income securities generally offer a higher current yield than that available on higher grade issues. However, lower rated securities involve higher risks, in that they are especially subject to adverse changes in general economic conditions and in the industries in which the issuers are engaged, to changes in the financial condition of the issuers, and to price fluctuations in response to changes in interest rates. During periods of economic downturn or rising interest rates, highly leveraged issuers may experience financial stress which could adversely affect their ability to make payments of principal and interest and increase the possibility of default. In addition, such issuers may not have more traditional methods of financing available to them and may be unable to repay debt at maturity by refinancing. The risk of loss due to default by such issuers is significantly greater because such securities frequently are unsecured and subordinated to the prior payment of senior indebtedness.

Default by U.S. Government

Even though some of the assets in the Trust Estate may be direct obligations of the United States Government or other Governments, the Government may during the term of the Notes call a moratorium on the payment of certain of its obligations. In such event, the Trust may have insufficient other assets to fulfill its obligations under the Notes.

Default by Issuer of Bank Obligations

Even though a portion of the assets in the Trust Estate will be direct obligations of major banking institutions, the issuer of such bank obligations, during the term of the Notes, is subject to market conditions and may call a moratorium on the payment of certain of its obligations. In such event, the Trust may have insufficient other assets to fulfill its obligations under the Notes.

THE OFFERING

Pursuant to the Offering, the Trust is seeking to generate investment income through the sale of \$100,000,000 of its 2024 EPPN Series Notes, due twenty-five years from issue date. There are no minimum amounts or time frames established in this issue. This is a dynamic Note issue driven by the market and business requirements based on the performance of each unit share and equity/cash positions. The Trust may elect at any time not to make any further Notes available at their sole discretion and market conditions. The total amount of unit shares allocated in this offering is not to exceed 500,000-unit shares each with a face value of \$100,000,000.

The Notes will be offered in minimum purchase amounts of \$100,000,000 and integral multiples of \$100,000,000 in excess of \$500,000,000 will be subject to the Trust's right to accept offers for lower amounts. The Offering is made only to investors who are Accredited Investors who meet certain suitability standards to the satisfaction of the Trust. See "Plan of Distribution."

The Notes will be issued pursuant to a Trust Indenture, to be dated as of December 16, 2024, between the Trust and National Sales Corps, as Indenture Trustee. The Notes will be secured by a dynamic

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investment basket of equity/cash position portfolios consisting of Eligible Investments, which may comprise one or more of the following investments: (i) cash; (ii) U.S. Treasury Securities; (iii) obligations of foreign and U.S. banks rated in one of the investment grade rating categories by Moody's (Aaa, Aa, A or Baa) or Standard & Poor's (AAA, AA, A or BBB), and (iv) money market mutual funds, including those for which the Indenture Trustee or any affiliate receives compensation with respect to such investment, which are either: (a) rated in the highest rating category by Moody's or Standard & Poor's; or (b) comprised in their entirety of U.S. Treasury obligations and (v) other notes, common stock, corporate bonds of rated and unrated public corporations either fully reporting or expected to achieve fully reporting status within twelve months or less as approved from time to time at the sole discretion of the Trust or as further discussed within any specific offering as made available to the Trust. See "Description of the EPPN Notes."

The Notes shall be discounted on purchase date at the rate of 1.00% annually. The Trust will be unconditionally obligated to pay principal on the Maturity Date. The Trust shall further distribute the Net Asset Value (NAV) on a unit share basis the additional funds as per the contract of indenture and class of unit shares.

The Notes will be redeemable at the option of the Trust at any time prior to maturity in consideration for payment of all principal and interest plus a 1% premium of face value that would otherwise be payable at maturity (assuming that proceeds from the Eligible Investments were then sufficient to pay the full amount of such interest).

The Offering will remain open to prospective investors until subscriptions for the maximum amount of the Notes offered hereby are received by the Trust on a continued basis or as required by the Trust. Persons offering to purchase the Notes will be required to execute and deliver to the Trust a Subscription Agreement, which is attached hereto as Appendix E and a Purchaser Questionnaire, which is attached hereto as Appendix F. The Trust may offer and sell other debt securities from time to time; provided, however, that no such indebtedness of the Trust shall be senior in right of payment to the Notes.

Prior to this offering, there has not been any market for the Notes. The Notes are not listed on a national securities exchange and are not authorized for trading on the NASDAQ National Market. No one has agreed to make a market in the Notes and no public market for the Notes is expected to develop. The Notes have not been registered under the Securities Act or any state securities laws and, as such, are restricted securities which can only be sold pursuant to registration under the Securities Act (and applicable state securities laws) or pursuant to an exemption from the registration requirements of such act (and applicable state laws). Each purchaser will acknowledge and agree that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver any Notes to any person at any time.

Pending receipt by the Escrow Agent and acceptance by the Trust of subscriptions, each prospective investor's payment trusting a Subscription Agreement will be deposited in an interest-bearing bank account with the Escrow Agent for the benefit of such prospective investor. If the Trust has received and accepted subscriptions, the investor and funds are certified as clean and clear with the guidelines of United States of America Governing bodies National Sales Corps will register the purchase of Noteholder to CPA firm for final verification and notification to Noteholder.

In order to subscribe for the Notes, each prospective investor will be required to deliver to the Trust a wire transfer payable to Client Trust Account at Bank of America or as directed in the number of Notes to be subscribed. Each subscription must be in the minimum amount of \$100,000,000 or an integral multiple of \$100,000,000. The investor or such investor's representative should first contact the Trust to receive proper

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wire instructions and make other necessary arrangements for such wire transfer. Fractional shares may be authorized from time to time to handle smaller transfers.

Subscription Agreements are not binding on the Trust until accepted by the Trust. The Trust reserves the right to reject, in whole or in part, in its sole discretion, any subscription and may accept a subscription for any lesser amount of the Notes than the amount for which a prospective investor has subscribed. If the Trust rejects all or a portion of any subscription, a wire transfer will be promptly directed to the subscriber for all, or the appropriate portion of, the amount submitted with such subscriber's subscription.

The Notes offered hereby are being offered solely by the Trust. The Trust has not entered into any agreements with any underwriter or placement agent to market the Notes and, as a result, will not incur any underwriting discounts or selling commissions with respect to the Notes.

The Trust will pay all stamp and other duties, if any, that may be imposed by the United States or any political subdivision thereof or taxing authority thereof or therein with respect to the issuance of the Notes. The Trust will not be required to make any payment with respect to any other tax, assessment or government charge imposed by any government or any political subdivision thereof or taxing authority thereof or therein.

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THE TRUST

The Trust is Jupiter Financial Group and additional series trust are unincorporated business entity organized to provide a vehicle for generating investment income to invest in a series of companies and entities, controlled and/or managed by the Jupiter Financial Group, Inc. and Advisory Boards. Any investment income not required to service the Trust's debt and other obligations will provide financing for this and other projects.

The Notes will be secured by a dynamic investment basket of equity/cash position portfolios consisting of Eligible Investments, which may comprise one or more of the following investments (collectively, the "*Eligible Investments*"): (i) cash; (ii) U.S. Treasury Securities; (iii) obligations of foreign and U.S. banks rated in one of the investment grade rating categories by Moody's Investors Service ("*Moody's*") (Aaa, Aa, A or Baa) or Standard & Poor's (AAA, AA, A or BBB); (iv) money market mutual funds, including those for which the Indenture Trustee or any affiliate receives compensation with respect to such investment, which are either: (a) rated in the highest rating category by Moody's or Standard & Poor's; or (b) comprised in their entirety of U.S. Treasury obligations and (v) other notes, common stock, corporate bonds of rated and unrated public corporations either fully reporting or expected to achieve fully reporting status within twelve months or less as approved from time to time at the sole discretion of Jupiter Financial Group or as further discuss within any specific offering as made available to the Jupiter Financial Group See "Description of the EPPN Notes."

The Notes shall be discounted on purchase date at the rate of 1.00 % annually. The Trust will be unconditionally obligated to pay principal on the Maturity Date. The Trust shall further distribute the Net Asset Value, NAV on a unit share basis as per the contract of indenture.

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USE OF PROCEEDS

The Trust will use the net proceeds of the Offering to purchase a portfolio of Eligible Investments which constitute the initial Trust Estate securing the Notes. The anticipated sources and uses of funds from this Offering and capital contributions, by the Jupiter, are as follows:

	(000,000s Omitted)	
	Minimum Offering	Maximum Dynamic Position
Offering proceeds:	\$2,000,000,000	\$5,000,000,000
Uses of Funds:		
Purchase of Eligible Investments	\$1,990,000,000	\$4,990,000,000
Fees and expenses of the Offering (1)		
Accounting	5,000,000	5,000,000
Trustee's Fees	250,000	250,000
Escrow Agent	4,000,000	4,000,000
Blue Sky Fees	250,000	250,000
Other	<u>500,000</u>	<u>500,000</u>
Total Fees and Expenses	\$10,000,000	\$10,000,000

- (1) Legal fees of the issuer in connection with the Offering will be paid by the Trust and will not be paid from proceeds of the Offering.

CAPITALIZATION

The following table sets forth the pro forma of selected financial information of the capitalization of the Trust, assuming consummation of the transactions contemplated by this Offering.

Cash and Cash Equivalents (Current)	
Total Cash and Cash Equivalents	\$25,000,000,000
Offering	\$5,000,000,000
Total Capitalization	\$30,000,000,000

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SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS

Jupiter Financial Group, Inc. is a Wyoming Corporation which has and holds a \$5,000,000,000 financial guarantee issued by Jupiter Financial Group, a contract entity as additional collateral for this undertaking. This guarantee allows Noteholders and Jupiter Financial Group to maintain a secure position through liens on any and all property, revenues and other tangible items to secure this position throughout the life of these Notes.

MANAGEMENT

Officers of the Trust serve at the pleasure of the Board of Management and are appointed annually at the meeting of the Board of Management immediately following the annual meeting of members. The following individuals have been officers and managers of the Trust since its formation.

<u>Name</u>	<u>Age</u>	<u>Position</u>
John W. Bush	71	Chairman & CEO
Denton Guthrie	74	CFO/ Treasury

JOHN W. BUSH. Mr. Bush, the Chairman and CEO of Jupiter Financial Group, has over 30 years of management experience and has been part of the telecommunications, transportation, and aircraft industry since the early 1980's, prior to the deregulation of those industries. Mr. Bush is the founder of International Sales Coordination Network, Inc. (ISCN), the global business eco-system that fueled the establishment of new banking, natural resource recovery and food distribution systems within the Russian Federation. Mr. Bush is the founder of America Standing Together after 911, that later grew into the World Standing Together. Mr. Bush has developed strong personal relationships with several Latin American and Caribbean countries and has promoted projects geared towards the reduction of national debt and deregulation. Mr. Bush's career includes periods in which he served as either a founding member or senior functionary in several major international corporations during critical stages of their development and global outreach. Well-known industry leaders such as MCI, WinStar and Schneider Communications have all benefited from Mr. Bush's direct involvement in their expansion and success. Apart from his corporate experience, Mr. Bush, a patriot, brings with him twenty-seven years of military service in the Marine Corps and United States Army Reserve combined with a deep-seated understanding of the patriotic emotions that drive people of all nations to build their countries.

DENTON GUTHRIE. Mr. Guthrie is the Chief Financial Officer of Jupiter Financial Group and CFO of Global Petroleum Investments, Inc. Mr. Guthrie was the Chief Financial Officer of Infinite Coffee Corporation and has acted in that capacity since 2001. Mr. Denton Guthrie has over twenty-nine years' experience in Business Administration, Accounting, Investing, Management Advisory Services and Taxation—both within the US and internationally. Mr. Guthrie's experiences include acting as independent Certified Public Accountant, Co-Founder and Chief Financial Officer, President, Chief Executive Officer, Chairman of the Board, and Director of various corporations and joint ventures. Mr. Guthrie served as Executive Vice President, Chief Financial Officer and Director of American Ventures International, Hong Kong Ltd. and gained over six years of experience in the Southeast Asia marketplace with special focus on Vietnam in medical and educational humanitarian projects. He served as President of Spectrum Glass & Ceramics, Inc. for over ten years. Mr. Guthrie has operated as owner of a Certified Public Accountant firm for over seventeen years. Mr. Guthrie

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holds a B.S. from California State University at Los Angeles in Business Administration and Accounting and is certified through the California State Board of Accountancy.

DESCRIPTION OF THE NOTES

The Notes will be issued pursuant to the Indenture to be dated as of the Original Issue Date, by and between the Trust and the Trustee. The terms of the Indenture are also governed by certain provisions contained in the Trust Indenture Act of 1939, as amended (the “TIA”). The Notes are subject to all such provisions, and Holders of Notes refer to the Indenture and the TIA for a statement thereof.

The following summary of certain provisions of the Indenture does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the TIA, and to all of the provisions of the Indenture, including the definitions of certain terms therein and those terms made a part of the Indenture by reference to the TIA as in effect on the date of the Indenture. The form of Indenture is attached hereto as Appendix C. The definitions of certain capitalized terms used in the following summary are set forth below under “Index of Defined Terms.”

The Notes will be secured by a dynamic investment basket of equity/cash position portfolios consisting of Eligible Investments (as defined below) which may comprise one or more of the following investments (collectively, the “*Eligible Investments*”): (i) cash; (ii) U.S. Treasury Securities; (iii) obligations of foreign and U.S. banks rated in one of the investment grade rating categories by Moody's Investors Service (“*Moody's*”) (Aaa, Aa, A or Baa) or Standard & Poor's (AAA, AA, A or BBB); (iv) money market mutual funds, including those for which the Indenture Trustee or any affiliate receives compensation with respect to such investment, which are either: (a) rated in the highest rating category by Moody's or Standard & Poor's; or (b) comprised in their entirety of U.S. Treasury obligations and (v) other notes, common stock, corporate bonds of rated and unrated public corporations either fully reporting or expected to achieve fully reporting status within twelve months or less as approved from time to time at the sole discretion of the Trust or as further discuss within any specific offering as made available to the Trust. See “Description of the EPPN Notes.”

The Notes shall be discounted on purchase date at the rate of 1.00% annually. The Trust will be unconditionally obligated to pay principal on the Maturity Date. The Trust shall further distribute the Net Asset Value, NAV on a unit share basis as per the contract of indenture.

The obligations under the Notes will rank equal with or senior to all existing and current indebtedness of the Trust in right of payment and will be the only obligations secured by the Eligible Investments purchased with the proceeds of this Offering; provided, however, that the Trustee may sell Eligible Investments from time to time and distribute cash to the Trust to the extent that assets in the Trust Estate exceed all principal.

The Notes shall be issued on a per unit share basis. Each unit share shall carry the face value of \$100,000,000 dollars upon receipt of \$100,000,000. Interest shall be considered earned at day of issue and Note shall be booked as a liability at full face value. The Notes become part of a dynamic portfolio that holds, cash, financial guarantee from Trust, all tangible assets required by the Trust, all investments from funds, and a 60% revenue position until the bond principle is fully secured in a cash equivalent position. The portfolio shall further capture the profit at the rate of as per class of units shares at the end of each year as part of the dynamic basket of investments. At all times the Noteholders of unit shares shall take the first position until default or liquidation.

Upon the maturity of each Note, the Holder shall notify the registered agent and request to continue in the program or redeem the bond. Upon a redemption request the registered agent shall verify the Noteholder to trustee. Trustee shall request final calculation and certification from CPA firm. Upon final calculations, funds shall be released as per written instruction by the Noteholder and removed from the registered agent book

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entry. Noteholders are only subject to bank fees or other non-associated costs incurred in transferring funds to Noteholder.

Final calculations shall be Net Asset Value (NAV) of a per unit share holder basis on date of redemption. Net Asset Value is adjusted on a daily basis depending on transactions and market conditions. If for any reason NAV is less than face value of Note, trust must pay the face value. The obligations under the Notes will rank equal with or senior to all existing and current indebtedness of the Trust in right of payment and will be the only obligations secured by the Eligible Investments purchased with the proceeds of this Offering; provided, however, that the Trustee may sell Eligible Investments from time to time and distribute cash to the Trust to the extent that assets in the Trust Estate exceed all principal and interest payable on the Notes at maturity.

Earlier withdraw is available under the 7-day tenure agreement and may be activated starting on day 91 after the issue date of Note. Jupiter Financial Group as the remarketing agent shall have 7 days to credit the Noteholders account in full based on the face value of Note. There are no penalties for earlier withdraw, Note shall receive full amount of current NAV, minus normal processing fees.

Jupiter Financial Group agents shall receive a 1% per annum on life of Note as a remarketing fee paid from the proceeds of reselling the Note or repurchasing the Note from the current Noteholder's account.

National Sales Corps shall be paid \$270 for any registration of transfer or exchange of Unit Shares, but the Trust may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. Until otherwise designated by the Trustee, the Trustee's office or agency where Notes may be surrendered for transfer or exchange will be the corporate trust office of the Trustee presently located at National Sales Corps, 1806 Kendal Street, suite 434, Jonesboro, AR.

The accounting firm shall be paid at the rate of \$270 per unit share to certify final NAV for any exchange, transfer or redemption.

If, after computation of all interest, fees and costs, NAV is below face value of the Notes at the time a Noteholder seeks early withdrawal for the program or early redemption of specific Notes, the Trust shall have the right, at its sole discretion, to repurchase said Notes at a discount not exceeding 1% per annum to alleviate the effects of early withdrawal on unit share NAV and the dynamic investment basket.

Notices to or upon the Trust in respect of the Notes may be served upon the Trustee at its corporate trust office located at **National Sales Corps' Registered Office:** 1806 Kendal Street, suite 434, Jonesboro, AR.

Security for the Notes

The Notes will be secured by Eligible Investments in the Trust Estate that will be purchased with the proceeds from the Offering and proceeds of Eligible Investments. The Trust will direct the Trustee to purchase Eligible Investments selected by the Trust to generate payments sufficient to pay principal on the Notes as and when they become due and payable. The assets in the Trust Estate will be held in a separate account with the Trustee and will be subject to exchange for other assets that meet the criteria for Eligible Investments. The Trust may direct the Trustee to purchase and sell Eligible Investments from time to time. All Eligible Investments and cash proceeds from the disposition thereof will be held in the Trust Estate by the Trustee as security for the Notes; provided that to the extent that the value of assets in the Trust Estate (giving effect to

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payments due on portfolio securities) exceeds the amount of all principal and capture profit on the Notes on the Maturity Date, the Trust may direct the Trustee to distribute such excess amounts to the Trust from time to time.

Description of Eligible Investments

Eligible Investments include cash and portfolio securities described below with a maturity date that occurs on or before the Maturity Date of the Notes. At the direction of the Trust, the Trustee shall invest the Trust Estate in cash or Eligible Investments described below:

U.S. Treasury Securities

“U.S. Treasury Securities” means, for purposes of the Offering, securities that are direct obligations of, and obligations in which the timely payment of principal and interest thereon is fully guaranteed by, the United States of America or any agency or instrumentality of the United States of America, the obligations of which are backed by the full faith and credit of the United States of America, and that are in the form of conventional bills, bonds, and notes. In no event shall U.S. Treasury Securities include: (i) any security providing for the payment of interest only; (ii) any swap transaction; or (iii) any obligation on which all or any portion of the payments thereunder is based directly or indirectly, on any swap transaction. U.S. government agency securities, which are debt securities issued by U.S. Government-sponsored enterprises, agencies and instrumentalities; and will not be purchased by the Trust with the proceeds from the Offering, unless guaranteed by the full faith and credit of the United States of America.

U.S. Treasury Securities differ in their interest rates, maturities and times of issuance. Treasury Bills have initial maturities of one year or less; Treasury Notes have initial maturities of one to ten years and are issued on November 15 and October 15 of each year; and Treasury Bonds generally have initial maturities greater than ten years. U.S. Treasury Bills are traded on a discount basis; the interest rates that are published are the discount rates paid at the time of purchase. U.S. Treasury Notes bear interest at the rates published, payable on fixed dates or at maturity, but may be purchased after initial issuance, at a discount or at a premium.

U.S. Treasury Securities are offered on a when-issued basis, which means that the price is fixed at the time of commitment, but delivery and payment ordinarily take place a number of days after the date of the commitment to purchase. The Trust will commit to purchase such securities only with the intention of actually acquiring the securities, but the interest rate may have fluctuated before the settlement date. The Trust will not accrue income in respect of a security purchased on a when-issued basis prior to the original date of issue. U.S. Treasury Securities purchased on a when-issued basis can involve the additional risk that the yield available in the market when the delivery takes place actually may be higher than that obtained in the transaction itself.

Bank Obligations

For purposes of the Offering, “*Bank Obligations*” are Eligible Investments if they are U.S. dollar denominated obligations of foreign and U.S. banks rated in one of the investment grade rating categories by Moody's (Aaa, Aa, A or Baa) or Standard & Poor's (AAA, AA, A or BBB).

Foreign Bank Obligations involve certain considerations comprising both risk and opportunity not typically associated with investing in U.S. securities. These considerations include: restrictions on foreign investment and repatriation of capital; greater price volatility and trading illiquidity; less public information on issuers of securities; difficulty in enforcing legal rights outside of the United States; lack of uniform accounting, auditing, and financial reporting standards; the possible imposition of foreign taxes and exchange controls; and possible political, economic, and social instability of developing as well as developed countries, including without limitation, nationalization, expropriation of assets, and war.

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The ratings of the foreign Bank Obligations are based largely on the bank's historical financial condition and the rating agencies' analysis at the time of rating. Securities rated AAA, AA, A, or BBB by S&P, or Aaa, Aa, A, Baa by Moody's, are considered investment grade securities. Although securities rated BBB by S&P or Baa by Moody's are considered investment grade securities, Moody's considers such securities to have certain speculative characteristics that may make them unreliable over any great length of time. Under terms of the Indenture, the Trust may direct the Trustee to invest all the net assets of the Trust Estate in securities rated BBB by S&P or Baa by Moody's. Changes in economic conditions or other circumstances are more likely to lead to a weakened capacity for issuers of such securities to make principal and income payments than is the case for issuers of higher-rated securities.

Money Market Mutual Funds

For purposes of the Offering, "*Money Market Mutual Funds*" are Eligible Investments if they are either: (a) rated in the highest rating category by Moody's or Standard & Poor's; or (b) comprised in their entirety of U.S. Treasury obligations. The Indenture Trustee or any affiliate may receive compensation with respect to investment in such funds.

Jupiter Financial Group's Affiliate Companies

For purposes of this Offering, "Jupiter Financial Group's Affiliates Companies" are Eligible Investments if they are (a) the approved project within this offering, "2024 Series EEPN," (b) any corporation that has an audited statement and expects to be fully reporting within 90 to 120 days that Jupiter Financial Group holds more than a 5% equity position in, (c) 10% of funds are available for use under the sole discretion of the Board of Directors of Jupiter Financial Group for investments in related activities that from time to time may or may not be in absolute conformity with guidelines set forth herein, or otherwise as the case may be.

Optional Redemption

The Notes will be subject to redemption by the Trust, at any time prior to maturity, at the election of the Trust. Upon redemption, the Trust shall pay to the Holders of the Notes all principal, plus capture profit as calculated at NAV, plus a 1% premium which would be otherwise payable with respect to the Notes were said Notes to be held until the Maturity Date.

DESCRIPTION OF THE TRUST INDENTURE

Pursuant to the Indenture entered into between the Trust and the Trustee, the Trust will grant and pledge to the Trustee, for the benefit of the Trustee and for the ratable benefit of the Holders of the Notes, a first priority security interest in and lien on the Trust Estate to secure the performance of the obligations to the Trust under the Indenture and the Notes.

Certain Covenants

The following sets forth a summary description of certain of the covenants that will be contained in the Indenture. *(Italicized parenthetical references below refer to section numbers in the Indenture where the referenced provision is set forth.)*

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Restricted Payments. The Indenture provides that the Trust and its subsidiaries will not make any Restricted Payment out of its or their assets, including the Trust Estate, unless, at the time of and after giving effect to such Restricted Payments no Event of Default shall have occurred and be continuing. Under the Indenture, "Restricted Payments" means any (i) declaration or payment of any dividend or any other payment or distribution on account of any equity interests of the Trust or any of its subsidiaries (other than dividends or distributions payable in equity interests of the Trust or such subsidiary or dividends or distributions payable to the Trust or any subsidiary) or to the direct or indirect Holders of the Trust's equity interests in their capacity as such; or (ii) purchase, redemption or other acquisition or retirement for value of any equity interests of the Trust or any of its subsidiaries (*Section 10.1(g)*).

Transactions with Affiliates. The Indenture provides that the Trust will not enter into, amend or permit or suffer to exist any transaction or series of related transactions (including, without limitation, the purchase, sale, lease or exchange of any property, the guaranteeing of any indebtedness or the rendering of any service) with, or for the benefit of, any of their respective affiliates (each an "Affiliate Transaction"), other than Affiliate Transactions that are on terms of this offering and that are fair and reasonable to the Trust and are no less favorable to the Trust than those that might reasonably have been obtained in a comparable transaction at such time on an arm's-length basis from a person that is not an affiliate of the Trust. (*Section 10.1(h)*). All Affiliate Transactions (and each series of related Affiliate Transactions which are similar or part of a common plan) involving aggregate payments or other property with a fair market value in excess of \$100,000,000 (other than for the sale or exchange of Eligible Investments from the proceeds of the Offering or sale or exchange of Eligible Investments for other Eligible Investments, all in transactions that are not Affiliate Transactions) shall be approved by the Board of Managers of the Trust, such approval to be evidenced by a resolution of the Board of Managers stating that such Board of Managers has determined that such transaction complies with the foregoing provisions. If the Trust or any subsidiary enters into an Affiliate Transaction (or a series of related Affiliate Transactions related to a common plan) that is not covered in this offering and involves an exchange of properties or services having an aggregate fair market value of more than \$100,000,000, the Trust shall, prior to the consummation thereof, obtain a favorable opinion as to the fairness of such transaction or series of related transactions to the Trust, as the case may be, from a financial point of view, from a nationally recognized investment banking firm and file the same with the Trustee. (*Section 10.1(h)*).

Liens. The Indenture provides that the Trust and its subsidiaries will not create, assume, or suffer to exist any lien on any asset included in the Trust Estate whether now owned or thereafter acquired by it. The Indenture defines "lien" to include any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or otherwise), or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever relating to assets of the Trust (including any conditional sale or title retention agreement). (*Section 10.1(i)*).

Merger, Consolidation or Sale of Assets. The Indenture provides that the Trust will not consolidate or merge with or into (whether or not the Trust is the surviving entity), or sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions to, another corporation, person or entity unless (i) the Trust is the surviving corporation or entity or the person formed by or surviving any such consolidation or merger (if other than the Trust) or to which such sale, assignment, transfer, lease, conveyance or other disposition shall have been made, is a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia; (ii) the entity or person formed by or surviving any such consolidation or merger (if other than the Trust) or the entity or person to which such sale, assignment, transfer, lease, conveyance or other disposition will have been made assumes all the obligations of the Trust under the Notes and the Indenture pursuant to a supplemental indenture in form reasonably satisfactory to the Trustee; (iii) immediately after such transaction, no default or Event of Default exists; and (iv) except in the case of a merger of the Trust with or into a wholly owned subsidiary of the Trust, the Trust or the entity or person formed by or surviving any such consolidation or merger (if other than the Trust), or to which

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such sale, assignment, transfer, lease conveyance or other disposition shall have been made will have net worth immediately after the transaction equal to or greater than the net worth of the Trust immediately preceding the transaction. (*Section 10.1(j)*).

Additional Covenants. In addition to the covenants described above, the Indenture also contains covenants of the Trust regarding: (a) maintenance of corporate existence; (b) payment of all amounts due in respect of the Notes; (c) delivery to the Trustee of required notices including notices of any defaults and Events of Default; and (d) delivery to the Trustee of monthly reports regarding the Trust Estate. (*Sections 5.2 and 10.1(a), (c) and (d)*).

Events of Default

The following events are defined in the Indenture as “Events of Default” (*Section 5.1*):

- (a) the failure to redeem the Notes within the 7-day remarketing agreement and continuation of such failure for a period of 30 days;
- (b) the failure to pay the principal on any Notes, when such principal becomes due and payable, at maturity or otherwise;
- (c) a material default in the observance or performance of any other covenant or agreement contained in the Indenture or the Trust Agreement which default continues for a period of 30 days after the Trust receives written notice specifying the default (and demanding that such default be remedied) from the Trustee.
- (d) any of the Notes (other than redeemed Notes or Notes validly canceled in any transfer or exchange) or the Indenture shall, at any time, cease to be in full force and effect or shall be declared null and void by any court of competent jurisdiction, or the validity or enforceability thereof shall be contested by the Trust or any of its affiliates, or the liens intended to be created thereby, shall cease to be or shall not be a valid and perfected lien having the priority contemplated thereby;
- (e) one or more judgments in an aggregate amount in excess of \$1,000,000 (unless covered by insurance by a reputable insurer as to which the insurer has acknowledged coverage) shall have been rendered against the Trust and such judgments remain undischarged, unvacated, unpaid or unstayed for a period of 60 days after such judgment or judgments become final and non-appealable; or
- (f) certain events of bankruptcy affecting the Trust or any of its subsidiaries.

The Indenture provides that, if an Event of Default (other than an Event of Default specified in clause (f) above) shall occur and be continuing, the Trustee may declare the principal of, and accrued and unpaid interest on all the Notes to be due and payable by notice in writing to the Trust and the Holder specifying the Event of Default and that it is a “notice of acceleration”, and the same shall become immediately due and payable. If an Event of Default specified in clause (f) above occurs and is continuing, then, if any, all unpaid principal of, and accrued and unpaid interest on all of the outstanding Notes shall become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder. (*Section 5.3*).

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The Indenture provides that, at any time prior to the declaration of acceleration of the Notes, the Holders of Notes representing a principal amount equal to at least 51% of the aggregate principal amount of Notes outstanding at that time (the “*Majority Noteholders*”) may waive any existing default or Event of Default under the Indenture, and its consequences, except a default in the payment of the principal or NAV on any Notes.

The Indenture provides that, at any time after a declaration of acceleration with respect to the Notes, the Majority Noteholders of a majority in principal amount of the Notes may rescind and cancel such declaration and its consequences (a) if the rescission would not conflict with any judgment or decree, (b) if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of such acceleration, (c) to the extent the payment of such interest is lawful, interest on overdue installments of interest and overdue principal, which has become due otherwise than by such declaration of acceleration, has been paid, (d) if the Trust has paid the Trustee its reasonable compensation and reimbursed the Trustee for its expenses, disbursements and advances, and (e) in the event of the cure or waiver of an Event of Default relating to certain events of bankruptcy affecting the Trust or any of its subsidiaries, the Trustee shall have received an officer’s certificate from the Trust and an opinion of counsel that such Event of Default has been cured or waived; *provided, however*, that such counsel may rely, as to matters of fact, on a certificate or certificates of officers of the Trust. No such rescission shall affect any subsequent Event of Default or impair any right consequent thereto. (*Section 5.3*).

In addition, a Holder may not pursue any remedy with respect to the Indenture or the Notes unless: (i) the Holder gives to the Trustee written notice of a continuing Event of Default; (ii) the Majority Noteholders make a written request to the Trustee to pursue the remedy; (iii) the Majority Noteholders offer to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense incurred by the Trustee in connection with enforcement; (iv) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity; and (v) during such 60-day period the Majority Noteholders do not give the Trustee a direction that, in the opinion of the Trustee, is inconsistent with the Holder’s request. (*Section 5.4*).

The Indenture provides that Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture and under the TIA. (*Section 5.4*). During the existence of an Event of Default, the Trustee is required to exercise such rights and powers vested in it under the Indenture and use the same degree of care and skill in its exercise thereof as prudent man would use under the circumstances in the conduct of his own affairs. (*Section 7.1*). Subject to the provisions of the Indenture relating to the duties of the Trustee, whether or not an Event of Default shall occur and be continuing, the Trustee is under no obligation to exercise any of its rights or powers under the Indenture at the request, order or direction of any of the Holders, unless such Holders have offered to the Trustee reasonable indemnity. (*Section 9.3*). Subject to all provisions of the Indenture and applicable law, the Majority Noteholders have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee. (*Section 8.1*).

After the occurrence of an Event of Default, the Trustee may exercise all of the rights and remedies granted to the Trust under the Indenture, and shall, at the instruction of the Majority Noteholders, without notice or demand to the Trust or the Holders or any other person (i) foreclose upon any of the Trust Estate or seek specific performance by the Trust of its obligations under the Indenture; (ii) take possession of the Trust Estate (iii) sell any of the Trust Estate at public or private sale and deposit the proceeds in the Trust; or (iv) institute legal proceedings for an appointment of a receiver with respect to any of the Trust Estate or the Trust. (*Section 5.5*).

Satisfaction and Discharge

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The Indenture shall be discharged and will cease to be of further effect (except as to surviving rights of registration of transfer or exchange of the Notes, as expressly provided for in the Indenture) as to all outstanding Notes when (a) either (i) all the Notes theretofore authenticated and delivered (except lost, stolen or destroyed Notes which have been replaced or paid) have been delivered to the Trustee for cancellation or (ii) all Notes not theretofore delivered to the Trustee for cancellation have become due and payable and the Trust has irrevocably deposited or caused to be deposited with the Trustee funds in an amount sufficient to pay and discharge the entire indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, for principal of, and interest on, the Notes to the date of deposit together with irrevocable instructions from the Trust directing the Trustee to apply such funds to the payment thereof at maturity and the Trustee has applied such funds in the manner directed by the Trust; (b) the Trust has paid all other sums payable under the Indenture by the Trust; and (c) the Trust has delivered to the Trustee an officer's certificate and an opinion of counsel stating that all conditions precedent under the Indenture relating to the satisfaction and discharge of the Indenture have been complied with; *provided, however*, that such counsel may rely, as to matters of fact, on a certificate or certificates of officers of the Trust. (*Section 6.12*).

Transfer and Exchange

A Holder may transfer or exchange Notes in accordance with the Indenture. The Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Trust may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Trust is not required to transfer or exchange any Note for a period of 15 days before the Maturity Date, any Interest Payment Date, any redemption date and the date of selection of Notes to be redeemed. (*Section 3.4*).

The registered Holder of a Note will be treated as the owner of the Note for all purposes. (*Section 3.7*).

Certain Transfer Restrictions

No Note may be sold or transferred (including, without limitation, by pledge or hypothecation) after the Original Issue Date inside the United States, unless such sale or transfer is (i) to the Trust or any of its subsidiaries, or (ii) to an Accredited Investor that, prior to such transfer, has furnished to the Trust and the Trustee a signed representation letter accompanied by a legal opinion confirming that the sale or transfer is being made pursuant to an exemption from the registration requirements of the Securities Act and in compliance with any applicable State securities or "blue sky" laws. Prior to any sale or transfer of a Note described in clause (ii) above, each prospective purchaser of the Notes shall be deemed to have represented and agreed as follows:

- (a) It is an Accredited Investor and is acquiring the Notes for its own account.
- (b) It understands that the Notes purchased by it will be offered, and may be transferred, only in a transaction not involving any public offering within the meaning of the Securities Act, and that, if in the future it decides to resell, pledge or otherwise transfer any Notes, such Notes may be resold, pledged or transferred only (a) pursuant to an effective registration statement under the Securities Act or (b) in reliance on an exemption under the Securities Act, in each case in accordance with any applicable securities laws of any State of the United States; and
- (c) It understands that the Notes will bear a restrictive legend setting forth the requirements for transfer. (*Section 3.9*).

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Modification of the Indenture

From time to time, the Trust and the Trustee, without the consent of the Holders, may amend or modify the Indenture for certain specified purposes, including curing ambiguities, defects or inconsistencies, to comply with any requirements of the Securities and Exchange Commission in order to effect or maintain the qualification of the Indenture under the TIA, if required, or to make any change that would provide any additional benefit or rights to the Holders or that does not adversely affect the rights of any Holder or to provide for a successor Trustee (*Section 12.1*). Other modifications and amendments of the Indenture may be made with the consent of the Holders of two-thirds in principal amount of the then outstanding Notes, except that, without the consent of each Holder affected thereby, no amendment may: (a) reduce the number of Holders who must consent to an amendment; (b) reduce the rate of or change or have the effect of changing the time for payment of interest on any Notes; (c) reduce the principal of or change or have the effect of changing the fixed maturity of any Notes; (d) make the Notes payable in money other than as stated in the Notes; (e) make any change in provisions of the Indenture protecting the right of each Holder to receive payment of principal of and interest on such Note on or after the due date thereof or to bring suit to enforce such payment, or permitting the Majority Noteholders to waive defaults or Events of Default; or (f) modify or change any provision of the Indenture or any related documents affecting ranking of the Notes or the security for the Notes in a manner which adversely affects such Holder. (*Section 12.2*).

Concerning the Trustee

The Indenture provides that, subject to the duty of the Trustee during an Event of Default to act with the required standard of care, the Trustee undertakes to perform such duties and only such duties as are specifically set forth in the Indenture, and no implied covenants or obligations shall be read into the Indenture against the Trustee. (*Section 6.5*). The Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request or direction of any of the Holders, unless such Holders shall have offered to the Trustee reasonable security or indemnity. (*Section 9.3(d)*). Subject to certain provisions, including those requiring security or indemnification of the Trustee, the Majority Noteholders will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee. (*Section 8.1*).

The Indenture and the provisions of the TIA incorporated therein contain certain limitations on the rights of the Trustee, should it become a creditor of the Trust, to obtain payments of claims in certain cases or to realize on certain property received in respect of any such claim as security or otherwise. (*Section 6.6*). Subject to the TIA, the Trustee will be permitted to engage in other transactions; *provided, however*, that if the Trustee acquires any conflicting interest as described in the TIA, it must eliminate such conflict or resign.

Governing Law

The Indenture will provide that the Indenture, the Notes, and the related Documents will be governed by, and construed in accordance with, the laws of the State of Wyoming and common law but without giving effect to applicable principles of conflicts of law to the extent that the application of the law of another jurisdiction would be required thereby. (*Section 14.5*).

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NOTICE TO INVESTORS

None of the Notes has been registered under the Securities Act or under applicable state securities laws and, unless so registered, they may not be offered or sold within the United States or to, or for the account or benefit of U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or applicable state securities laws. Accordingly, the Notes are being offered and sold by the Trust only to a limited number of “accredited investors” (as defined in Rule 501(a) under the Securities Act) that, prior to their purchase of any Notes, deliver to the Trust a Subscription Agreement and a Purchaser Questionnaire, in the forms of Appendices E and F to this Offering Memorandum containing certain representations and agreements.

Each purchaser of Notes (the “*Purchaser*”) will be deemed to have represented and agreed as follows:

1. Each Purchaser is purchasing the Notes for its own account and that it is an Accredited Investor that in the normal course of its business invests in or purchases securities similar to the Notes and it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Notes.
2. Each Purchaser acknowledges that the Notes have not been registered under the Securities Act or under applicable state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as set forth below.
3. Each Purchaser shall not resell or otherwise transfer any of such Notes after the original issuance of the Notes inside the United States except (A) to the Trust or any of its subsidiaries, or (B) to an Accredited Investor that, prior to such transfer, furnishes to the Trust and the Trustee a signed letter containing certain representations and agreements relating to the restrictions on transfer of the Notes (the form of which letter can be obtained from the Trust or the Trustee) and a legal opinion to confirm that any such transfer is being made pursuant to an exemption from the registration requirements of the Act. Each Accredited Investor that is an original purchaser of any of the Notes will be required to sign a Subscription Agreement and a Purchaser Questionnaire in the forms attached hereto as Appendices E and F, respectively.
4. Each Purchaser agrees that it will give to each person to whom it transfers the Notes notice of any restrictions on such Notes.
5. Each Purchaser understands that all of the Notes will bear a legend substantially to the following effect unless otherwise agreed by the Trust and the Holder thereof:

“THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE ‘SECURITIES ACT’) OR UNDER APPLICABLE STATE SECURITIES LAWS, AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH BELOW. BY ITS ACQUISITION HEREOF, THE HOLDER (1) REPRESENTS THAT IT IS AN ‘ACCREDITED INVESTOR’ (AS DEFINED IN RULE 501

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UNDER THE SECURITIES ACT) AND (2) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THIS SECURITY INSIDE THE UNITED STATES, EXCEPT (A) TO THE TRUST OR ANY OF ITS SUBSIDIARIES, OR (B) TO AN ACCREDITED INVESTOR THAT, PRIOR TO SUCH TRANSFER, HAS FURNISHED TO THE TRUST AND THE INDENTURE TRUSTEE A SIGNED REPRESENTATION LETTER ACCOMPANIED BY A LEGAL OPINION CONFIRMING THAT THE SALE OR TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES OR 'BLUE SKY' LAWS."

6. Each Purchaser is not acquiring the Notes for or on behalf of, and shall not sell or otherwise transfer such Notes to, any pension or welfare plan (as defined in Section 3 of the Employee Retiree Income Security Act of 1974 ("ERISA")), except to the extent that an investment in the Notes is a permitted investment for such pension or welfare plan under ERISA and the terms of such plan, in light of other investments and commitments of such plan at the time of the proposed investment in the Notes.
7. Each Purchaser acknowledges that the Trustee will not be required to accept for registration of transfer any Notes acquired by it, except upon presentation of evidence satisfactory to the Trust and the Trustee that the restrictions set forth therein have been complied with.
8. Each Purchaser acknowledges that the Trust has made no representation to it with respect to the Notes, other than the information contained or incorporated by reference in this Offering Memorandum, which has been delivered to it and upon which it is relying in making its investment decision with respect to the Notes. It has had access to such financial and other information concerning the Trust and the Notes as it has deemed necessary in connection with its decision to purchase the Notes, including an opportunity to ask questions of and request information from the Trust.
9. Each Purchaser agrees that the Trust may disclose such information regarding the Purchaser and its investment in the Notes as may be contained in the books and records of the Trust as determined by the Trust in the Trust's discretion.
10. Each Purchaser acknowledges that the Trust and others will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements and agrees that if any of the acknowledgments, representations and agreements are no longer accurate, it shall promptly notify the Trust. If the Purchaser is acquiring the Notes as a fiduciary or agent for one or more investor accounts, the Purchaser represents that it has sole investment discretion with respect to each such account and it has full power to make the foregoing acknowledgments, representations, and agreements on behalf of each account.

CERTAIN UNITED STATES INCOME TAX CONSIDERATIONS

The discussion below is intended to be a general description of the United States tax considerations material to an investment in the Notes. It does not take into account the individual circumstances of any particular investor and does not purport to discuss all of the possible tax consequences of the purchase, ownership and disposition of the Notes, and is not intended as tax advice. Therefore, prospective investors are urged to

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consult their own tax advisors with respect to the tax consequences of an investment in the Notes, including the application of state, local, foreign and other tax laws.

General

The following is a summary of certain United States federal income tax consequences associated with the acquisition, ownership, and disposition of the Notes. The following summary does not discuss all of the aspects of federal income taxation that may be relevant to a prospective Holder of the Notes in light of its particular circumstances, or to certain types of Holders that are subject to special treatment under the federal income tax laws (including persons who hold the Notes as part of a conversion, straddle or hedge, dealers in securities, insurance companies, tax-exempt organizations, financial institutions, broker-dealers and S corporations). Further, except as specifically provided, this summary pertains only to Holders that are citizens or residents of the United States, corporations, partnerships, or other entities created in or under the laws of the United States or any political subdivision thereof, or estates or trusts the income of which is subject to United States federal income taxation regardless of its source. In addition, this summary does not describe any tax consequences under state, local, or foreign tax laws.

This summary is based upon the Internal Revenue Code of 1986, as amended (the “Code”), Treasury Regulations (the “Regulations”), rulings and pronouncements issued by the Internal Revenue Service (“IRS”) and judicial decisions now in effect, all of which are subject to change at any time by legislative, judicial or administrative action. Any such changes may be applied retroactively in a manner that could adversely affect a Holder of the Notes. The Trust has not sought and will not seek any rulings from the IRS or opinions from counsel with respect to the matters discussed below. There can be no assurance that the IRS will not take positions concerning the tax consequences of the valuation, purchase, ownership or disposition of the Notes that are different from those discussed herein.

Taxation of the Notes

Issue Price. The issue price of the Notes will be the first price at which a substantial amount of such Notes are sold to investors. If a Holder purchases a Note for a price different than the face amount thereof, the Notes May have original issue discount (“OID”) for federal income tax purposes. Each Holder should consult its tax adviser regarding the determination of the initial cost basis for the Notes.

Interest and Original Issue Discount. Interest received by Holders, who are United States Citizen’s or certain corporations, with respect to the Notes will be subject to federal income tax as ordinary income.

Disposition of Notes. Generally, any sale or redemption or other disposition of Notes will result in taxable gain or loss equal to the difference between (i) the amount of cash and the fair market value of other property received and (ii) the Holder’s adjusted tax basis in the Note, and the adjusted tax basis will be increased by any accrued OID includable in such Holder’s gross income, and decreased by all payments received by such Holder on such Note. Any gain or loss upon a sale or other disposition of a Note will generally be a capital gain or loss, which will be long-term if the Note has been held by the Holder for more than one year.

Subsequent Purchasers. The foregoing does not discuss special rules which may affect the treatments of Purchasers that acquire Notes other than at the time of original issuance at the issue price, including those provisions of the Code relating to the treatment of “market discount,” “acquisition premium” and “amortizable bond premium.” For example, the market discount provisions of the Code may require a subsequent purchaser

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of Notes at a market discount to treat all or a portion of any gain recognized upon sale or other disposition of the Notes as ordinary income and to defer a portion of any interest expense that would otherwise be deductible on any indebtedness incurred or maintained to purchase or carry such Notes until the Holder disposes of the Notes in a taxable transaction.

Backup Withholding

A non-corporate Holder, who is a citizen of the United States, maybe subject, under certain circumstances, to backup withholding at a 31 percent rate with respect to payments received with respect to the Notes. This withholding generally applies only if the Holder (i) fails to furnish his or her social security or other taxpayer identification number ("TIN"), (ii) furnishes an incorrect TIN, (iii) is notified by the IRS that he or she has failed to report payments of interest and dividends and the IRS has notified the Trust that he or she is subject to backup withholding, or (iv) fails, under certain circumstances, to provide a certified statement, signed under penalty of perjury, that the TIN provided is his or her correct number and that he or she is not subject to backup withholding. Any amount withheld from a payment to a Holder under the backup withholding rules is allowable as a credit against such Holder's federal income tax liability, provided that the required information is furnished to the IRS. Holders should consult their tax advisors as to their qualification for exemption from backup withholding and the procedure for obtaining such an exemption.

LEGAL MATTERS

Certain legal matters relating to the Notes will be passed upon by General Counsel for Jupiter Financial Group

INDEX OF DEFINED TERMS

Set forth below is a summary of certain of the defined terms to be used in the Indenture. Reference is made to the form of Indenture for the full definition of all such terms, as well as any other terms used herein for which no definition is provided.

"Accredited Investors" shall have the meaning ascribed to such term in Rule 501(a)(1), (2), (3) or (7) promulgated under the Securities Act.

"Affiliate" means with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with, such Person. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Board of Managers" means the board of managers of the Trust or any committee of that board authorized to act generally or in any particular respect for the Trust hereunder.

"Business Day" means a day on which banks in the City of New York or in the State of Nevada are authorized by law to be open.

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"Cash Equivalents" means: (1) United States dollars; (2) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof and (a) backed by the full faith and credit of the United States or (b) having a rating of at least AAA from S&P or at least Aaa from Moody's, in each case maturing not more than one year from the date of acquisition; (3) securities issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year of the date of acquisition thereof and, at the time of acquisition, having the highest rating obtainable from either S&P or Moody's; (4) certificates of deposit and euro currency time deposits with maturities of one year or less from the date of acquisition, bankers' acceptances with maturities not exceeding one year and overnight bank deposits, in each case, with any lender under the Credit Agreement or any domestic commercial bank having capital and surplus of not less than \$250.0 million; (5) repurchase and reverse repurchase obligations for underlying securities of the types described in clauses (2) and (4) above entered into with any financial institution meeting the qualifications specified in clause (4) above; (6) commercial paper having the highest rating obtainable from Moody's or S&P and in each case maturing within one year from the date of creation thereof; (7) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (6) of this definition or that has a rating of at least AAA from S&P or at least Aaa from Moody's and; (8) notes and other financial instruments than are redeemable within the normal acceptable standards to be considered as cash equivalents.

"Capture Profits" means any and all profits that are pledged and/or lien as part of any investment agreement of the Trust or other investments made from the funds of the corpus estate of the trust and shall be considered part of the secured obligations in the corpus estate of the trust.

"Class A, B, C, D, E" unit shares notes are issued in five classes of preferred unit shares as further outlined in the capital formation program as shown below.

Class	Voting	Description	Liquidity Ratio	Pool Ratio	Dividend Rate
Preferred Class A	No	Cash or Cash Equivalents	80%	35.56%	6%
Preferred Class B	No	Margin-able Financial Instruments	60%	26.67%	5%
Preferred Class C	No	Non Margin-able Financial Instruments	40%	17.78%	4%
Preferred Class D	No	Commodities, precious metals and gems – appraised	30%	13.33%	3%
Preferred Class E	No	Raw land appraised and other assets	15%	6.67%	1%

"Code" means the Internal Revenue Code of 1986, as amended.

"Trust" shall have the meaning given to that term in the recitals hereof and of the Indenture.

"Eligible Investments" means any one or more of the following: (i) cash; (ii) U.S. Treasury Securities; (iii) United States dollar denominated obligations of foreign or domestic banks which are rated in one of the investment grade rating categories by Moody's Investors Service (Aaa, Aa, A, or Baa) or Standard & Poor's (AAA, AA, A, or BBB); or (iv) money market mutual funds, including those for which the Indenture Trustee or any affiliate receives compensation with respect to such investment, which are either: (a) rated in the highest rating category by Moody's Investors Service or Standard & Poor's; or (b) comprised in their entirety of U.S. Treasury obligations and (v) other notes, common stock,

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corporate bonds of rated and unrated public corporations either fully reporting or expected to achieve fully reporting status within twelve months or less as approved from time to time at the sole discretion of the Trust or as further discuss within any specific offering as made available to the Trust. Each Eligible Investment shall have a maturity date that occurs on or before each Stated Maturity.

“Indenture Trustee” means National Sales Corps, a contract entity in trust form (other names may include, A Common-Law Trust, A Massachusetts Trust, A Pure Trust or an Unincorporated Business Trust”) or its successors, as trustee hereunder.

“Majority Noteholders” means the holders of Notes representing a principal amount equal to at least 51% of the aggregate principal amount of Notes Outstanding at that time.

“Net Asset Value (‘NAV’)” shall be defined as total assets of the corpus estate of the trust as controlled under the Indenture agreement minus liabilities not to include Noteholders.

“Net Asset Value Per Unit Share (‘NAVPUS’)” shall mean NAV dividend by to current number of unit shares issued and outstanding.

“Noteholders” shall refer to the owners of the Notes from time to time, determined in accordance with Section 3.6 of the Indenture, and, subject to Section 3.9 thereof, any Persons acquiring a beneficial interest in any of the Notes in accordance with the terms of this Indenture.

“Notes” shall have the meaning given to that term in the recitals hereof and of the Indenture.

“Offering Memorandum” means this document.

“Officer’s Certificate” means any certificate delivered by a Responsible Officer.

“Outstanding” means, with respect to any Note, issued, but not canceled hereunder.

“Outstanding Notes” means, at any time, Notes that are Outstanding.

“Payment Date” means due date of note, and Principle Payment Date, or as respects any Note selected for redemption, such Note’s Redemption Date or tenure day of Put or Call.

“Securities Act” means the Securities Act of 1933, as amended.

“Stated Maturity”, with respect to any Note or any payment of principal thereof or captured profit thereon, means the date established by or pursuant to this Indenture or such Note, as the fixed date on which the principal of such Note or such payment of principal is due and payable.

“Subsidiary” means at any time, with respect to any Person, any corporation, association or other business entity (i) of which securities or other ownership interests representing more than 50% of the ordinary voting power to elect the board of directors or comparable body of such corporation, association or other business entity (irrespective of whether at the time securities or other ownership interests of any other class or classes of such corporation, association or other business entity shall or

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might have voting power solely upon the occurrence of any contingency) are, at such time owned directly or indirectly by such Person, by one or more subsidiaries of such Person or by such Person and one or more subsidiaries of such Person and (ii) which is also required at such time under generally accepted accounting principles to have its financial results consolidated with the financial results of such Person.

“Supermajority Noteholders” means collectively the holders of Notes representing a principal amount equal to at least 66-2/3% of the aggregate principal amount of Outstanding Notes.

“U.S. Treasury Securities” means securities that are direct obligations of, and obligations the timely payment of principal and interest on which is fully guaranteed by, the United States of America or any agency or instrumentality of the United States of America the obligations of which are backed by the full faith and credit of the United States of America, and which are in the form of conventional bills, bonds, and notes. In no event shall U.S. Treasury Securities include: (i) any security providing for the payment of interest only; (ii) any swap transaction; or (iii) any obligation on which all or any portion of the payments thereunder is based directly or indirectly, on any swap transaction.

AVAILABLE INFORMATION

The Trust is not currently, and will not in the future be, subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”). Under the terms of the Indenture, until the Indenture has been terminated, the Trustee will promptly furnish to each Holder of a Note a copy of any financial information, notices, documents, or instruments received from the Trust or any other party pursuant to the Indenture. Each Holder of the Notes agrees to keep confidential all written information which from time to time has been or will be disclosed to it concerning the Trust, including, without limitation, any financial statements of the Trust and the Trust Estate disclosed hereunder, and agrees not to disclose any portion of the same to any person.

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APPENDIX A

DESCRIPTION OF BOND RATINGS

DESCRIPTION OF BOND RATINGS

Moody's Investors Service, Inc.

A brief description of the applicable Moody's Investment Service, Inc. ("Moody's"), rating symbols and their meanings (as published by Moody's) follows:

- Aaa Bonds which are rated "Aaa" are judged to be of the best quality and carry the smallest degree of investment risk. Interest payments are protected by a large or an exceptionally stable margin and principle is secure. While the various protective elements are likely to change, such changes as can be visualized are most unlikely to impair the fundamentally strong position of such issues.
- Aa Bonds which are rated "Aa" are judged to be of high quality by all standards and, together with the Aaa group, comprise what are generally known as high grade bonds. They are rated lower than the best bonds because margins of protection may not be as large as in Aaa securities or fluctuation of protective elements may be of greater amplitude or there may be other elements present which make the longer-term risks appear somewhat larger in Aaa securities.
- A Bonds which are rated "A" possess many favorable investment attributes and are to be considered as upper medium grade obligations. Factors giving security to principal and interest are considered adequate, but elements may be present which suggest a susceptibility to impairment sometime in the future.
- Baa Bonds which are rated "Baa" are considered as medium grade obligations, i.e., they are neither highly protected nor poorly secured. Interest payments and principal security appear adequate for the present but certain protective elements may be lacking or may be characteristically unreliable over any great length of time. Such bonds lack outstanding investment characteristics and in fact have speculative characteristics as well.
- Ba Bonds which are rated "Ba" are judged to have speculative elements; their future cannot be considered as well assured. Often the protection of interest and principal payments may be very moderate and thereby not well safeguarded during both good and bad times over the future. Uncertainty of position characterizes bonds in this class.
- B Bonds which are rated "B" generally lack characteristics of a desirable investment. Assurance of interest and principal payments of maintenance of other terms of the contract over any period of time may be small.
- Caa Bonds which are rated "Caa" are of poor standing. Such issues may be in default or there may be present elements of danger with respect to principal or interest.
- Ca Bonds which are rated as "Ca" represent obligations which are speculative in a high degree. Such issues are often in default or have other marked shortcomings.

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- C Bonds which are rated "C" are the lowest rated class of bonds, and issues so rated can be regarded as having extremely poor prospects of ever attaining any real investment standing.

Bonds for which the security depends upon the completion of some act or the fulfillment of some condition are rated conditionally. These bonds are secured by (a) earnings of projects under construction, (b) earnings of projects unseasoned in operation experience, (c) rentals which begin when facilities are completed, or (d) payments to which some other limiting condition attaches. Parenthetical rating denotes probable credit stature upon completion of construction or elimination of basis of condition.

Note: Those bonds in the Aa, A, Baa, Ba and B groups which Moody's believes possess the strongest investment attributes are designated by the symbols Aa1, A1, Baa1, Ba1 and B1.

Standard's & Poor's Rating Group.

A brief description of the applicable Standard Poor's Ratings Group ("S&P") rating symbols and their meanings (as published by S&P) follows:

- AAA Bonds rated "AAA" have the highest rating assigned by S&P to a debt obligation and indicates an extremely strong capacity to pay interest and repay principal.
- AA Bonds rated "AA" also qualify as high quality debt obligations. Capacity to pay interest and repay principal is very strong, and in the majority of instances they differ from AAA issues only in small degree.
- A Bonds rated "A" have a strong capacity to pay interest and repay principal, although they are somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than debt in higher rated categories.
- BBB Bonds rated "BBB" are regarded as having adequate capacity to pay interest and repay principal. Whereas they normally exhibit protection parameters, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity to pay interest and repay principal for bonds in this capacity than for bonds in higher rated categories.

Debt rated "BB," "B," "CCC," and "C" is regarded as having predominantly speculative characteristics with respect to capacity to pay interest and repay principal. "BB" indicates the least degree of speculation and "C" the highest. While such debt will likely have some quality and protective characteristics, these are outweighed by large uncertainties or major exposures to adverse conditions.

- BB Debt rated "BB" has less near-term vulnerability to default than other speculative issues. However, it faces major ongoing uncertainties or exposure to adverse business, financial or economic conditions, which could lead to inadequate capacity to meet timely interest and principal payments. The "BB" rating category is also used for debt subordinated to senior debt that is assigned an actual or implied "BBB-" rating.

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- B Debt rated "B" has a greater vulnerability to default but currently has the capacity to meet interest payments and principal repayments. Adverse business, financial or economic conditions will likely impair capacity or willingness to pay interest and repay principal. The "B" rating category is also used for debt subordinated to senior debt that is assigned an actual or implied "BB" or "BB-" rating.
- CCC Debt rated "CCC" has a current identifiable vulnerability to default, and is dependent upon favorable business, financial and economic conditions to meet timely payment of interest and repayment of principal. In the event of adverse business, financial or economic conditions, it is not likely to have the capacity to pay interest and repay principal. The "CCC" rating category is also used for debt subordinated to senior debt that is assigned an actual or implied "B or "B-" rating.
- CC The rating "CC" is typically applied to debt subordinated to senior debt that is assigned an actual or implied "CCC" debt rating.

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APPENDIX B

UNAUDITED SELECTED FINANCIAL INFORMATION OF THE TRUST

Final: Released April 23, 2025

Final release April 23, 2025

APPENDIX C

FORM OF TRUST INDENTURE

Final: Released April 23, 2025

(REMOVE THIS PAGE AND INSERT
ENTIRE TRUST INDENTURE
DOCUMENT)

Final release April 23, 2025

APPENDIX D

CERTIFICATION NOTICE OF REGISTRATION OF NOTE HOLDER

Final: Released April 23, 2025

[Official Stationery of:—]

JUPITER FINANCIAL GROUP

...(date)...

The Trustee
National Sales Corps
601 E. Nettleton Ave
Jonesboro, AR 72401

Attn: 2024 Series EPPN

RE: CERTIFICATION NOTICE OF REGISTRATION OF NOTE HOLDER

The following Subscriber has been accepted as a Noteholder of **2024 Series EPPN Notes**.
Kindly update your registry of this securities issue to reflect the following new Noteholder information:

Name: _____
SSN or Tax ID: _____
Address: _____
City: _____
State: _____ Zip Code: _____
Country: _____

The following Notes have been issued to the above-named Noteholder:

Numbers: _____, _____,
_____, _____,
_____, _____

Copies of this Noteholder's Accredited Investor Questionnaire (as required by SEC regulations) and Subscription Agreement are attached for your records.

Yours faithfully,

....(signed)....
[Responsible Officer]
Jupiter Financial Group

4/23/25 2:49 PM

Issued to: Richard Miller

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APPENDIX E

SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT

1. **Subscription:** The undersigned subscriber hereby agrees to purchase _____ Unit Shares of "2024 EPPN" in Jupiter Financial Group whose address is: 601 E. Nettleton, Jonesboro, Ar. 72401 The Subscriber's full name is as follows:

Name

Address

City

State:

Zip:

2. **Purchase Price:** The total purchase price is \$100,000,000 per unit share of "2024 EPPN" (hereinafter "Subscriber Securities") payable upon the execution hereof. Accordingly, the undersigned delivers herewith the purchase price required to purchase _____ Unit Shares subscribed for by delivery of a check or wire transfer in the amount of \$ _____ made payable to Jupiter Financial Group escrow account. Funds shall be transferred immediately upon acceptance by the Jupiter Financial Group of this subscription agreement.

3. **Representation and Warranties of Subscriber.** The Subscriber hereby represents and warrants as follows:

Subscriber and, if Subscriber is an Entity, each of its officers, directors, partners, trustees, beneficial owners, principals and/or agents represent, warrant and covenant to Subscriber, each of which is deemed to be a separate covenant, representation and warranty as follows: Each investor is admonished to carefully read each and every representation and warranty. Each investor will be considered, with respect to each representation and warranty that is not accompanied by a check-off (through initialing the box to the immediate left of the representation and warranty), to have made such representation and warranty, and the Trust will be entitled to rely upon such representation and warranty, the investor should not execute and deliver this Agreement to the Trust without first requesting the Trust, in writing, to waive such representation and warranty.

- a) **Opportunity to Ask Questions and to Review Agreement, Books and Records.** During the course of this transaction, and before purchasing the Subscribed Securities, Subscriber has been provided with financial and other written information about the Trust, Subscriber has had the opportunity to ask

questions and receive answers concerning the terms and conditions of the offering, the Subscribed Securities, this investment and the business of the Trust and its finances; and that Subscriber has had the opportunity to review all documents, books and records of the Trust to the extent Subscriber availed himself or herself of this opportunity.

- b) **Independent Review of Investment Merits.** Due Diligence. During the course of the transaction contemplated by this Agreement, and before purchasing the Subscribed Securities, Subscriber has had the opportunity to engage such investment professionals as may be required including, without limitation, independent accountants, appraisers, investment, tax and legal advisors, to (i) conduct such due diligence review as Subscriber and/or such investment professionals deem necessary or advisable, and (ii) to provide such opinions as to the merits of an investment in the Subscribed Securities given Subscriber's personal circumstances as Subscriber may deem advisable and, to the extent Subscriber has availed himself or herself of this opportunity, Subscriber has received satisfactory information and answers from such advisors. See that section of the Memorandum captioned "RISK FACTORS".
- c) **Investment Risk.** Subscriber has been informed and understands and agrees as follows: (i) the Trust has a limited operating history and, to date, has not generated any operating profits; (ii) an investment in the Trust, therefore, requires that Subscriber be able to presently afford a complete loss of this investment; (iii) Subscriber must be able to hold the Subscribed Securities indefinitely due to, among other factors, substantial restrictions on the transferability of the Subscribed Securities and there being no public market for resale of the Subscribed Securities ; (iv) it may not be possible to liquidate the Subscribed Securities in the case of emergency and/or other need and Subscriber must, therefore, have adequate means of providing for Subscriber's current and future needs and personal contingencies and have no need for liquidity in this investment; and (v) Subscriber has evaluated Subscriber's financial resources and investment position in view of the foregoing, and is able to bear the economic risk of loss of this investment.
- d) **Experienced Investor.** That the subscriber has had experience in the business of investments in one or more of the following: (i) investment experience with securities, such as stocks and bonds; (ii) ownership of interest in partnerships, new ventures and start-up companies; (iii) experience in business and financial dealings; and that the Undersigned can protect his own interest in an investment of this nature and does not have a "Investor Representative," as that term is defined in Regulation D of the Securities Act of 1933 (the "Act") and does not need such a Representative.

- e) **Accredited Investor (Regulation D).** Subscriber is an “Accredited Investor” as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act, as follows (Please initial one or more of the following provisions which describes Subscriber’s accredited status as mbe applicable):

- ☐ i) **Individuals.** Subscribers, if an individual, is an “accredited investor” as that term is defined in Rule 501(a)(5) and (6) of Regulation D promulgated under the Securities Act, i.e. (A) Subscriber’s individual net worth or combined net worth with his or her spouse exceeds \$1,000,000 (for purposes of this Subparagraph “net worth” means the excess of total assets at fair market value (excluding principal residence, home furnishing and automobiles) over total liabilities) , (B) Subscriber’s individual income, exclusive of any income attributable to his or her spouse, was in excess of \$300,000 for the two most recent calendar years prior to this agreement, and he or she reasonably expects and income in excess of \$300,000 in the current calendar year.
- ☐ ii) **Entity With Value Exceeding \$5 Million.** Subscriber is a corporation, partnership (general or limited), limited liability Trust/partnership, (Massachusetts) business trust, which was not formed for the specific purpose of acquiring the Subscribed Securities and subscriber has total assets in excess of \$5,000,000.
- ☐ iii) **Entity Comprised of Accredited Investors.** Subscriber is a corporation, partnership (general or limited), limited liability Trust/partnership, (Massachusetts) business trust, and all Subscriber’s equity owners are accredited as defined above in Subparagraph (i) of this paragraph 3 (e).
- ☐ iv) **Revocable Trust.** Subscriber is a revocable trust (also commonly known as a family or living trust) established to facilitate the distribution of the estate of the settlers (grantors); such trust may be revoked or amended at any time be the settlers (grantors); all tax benefits of investment made by such trust pass through to the settlers (grantors) individually; and all of the settlers (grantors) are accredited investors as defined above in Subparagraph (i) of this paragraph 3 (e).
- ☐ v) **Trust Whose Assets Exceed \$5 Million.** Subscriber is a trust with total assets in excess of \$5,000,000, and the person making the investment decision on behalf of the trust has knowledge and experience in financial and business matters that such person is

capable of evaluating the merits and risks of an investment in the Subscribed Securities.

- ☐ vi) **Financial Institution as Trustee.** Subscriber is a financial institution which is (A) a bank, savings and loan association, or other regulated financial institution; (B) acting in its fiduciary capacity as trustee; and (C) subscribing for the purchase of the Subscribed Securities on behalf of the subscribing trust.
- ☐ vii) **Employee Benefit Plan (including Keogh Plan) With Self-Directed Investment and Segregated Accounts.** Subscriber is an employee benefit plan within the meaning of the ERISA; the plan is self-directed and provides for segregated accounts; the investment decision is being made by a plan participant who is an accredited investor as defined above in Subparagraph (i) of this paragraph 3 (e), and the investments are being made solely on behalf of each accredited investor.
- ☐ viii) **Employee Benefit Plan (including Keogh Plan) With Financial Institution as Trustee.** Subscriber is an employee benefit plan within the meaning of the ERISA; and the decision to invest in the Subscribed Securities was made by a plan fiduciary (as defined in Section 3 (21) of ERISA), which is either a bank, savings and loan association, insurance Trust, or other investment advisor.
- ☐ ix) **Employee Benefit Plan (including Keogh Plan) With Assets Exceeding \$5 Million.** Subscriber is an employee benefit plan within the meaning of the ERISA and has total assets in excess of \$5,000,000.
- ☐ x) **Tax Exempt 501(c)(3) Organization.** Subscriber is an organization described in this section of the Internal Revenue Code of 1986, as amended, not formed for the specific purpose of acquiring the Subscribed Securities, with assets in excess of \$5,000,000.
- ☐ xi) **Bank.** Subscriber is a bank as defined in Section 3(a)(2) of the Act.
- ☐ xii) **Saving and Loan Association.** Subscriber is a saving and loan association or other institution as defined by Section 3(a)(2) of the Act.

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- ☐ xiii) **Insurance Trust.** Subscriber is a insurance Trust as defined by Section 2(14) of the Act.
- ☐ xiv) **Investment Trust.** Subscriber is an investment Trust registered under the Investment Trust Act of 1940.
- ☐ xv) **Business Development Trust.** Subscriber is a business development Trust as defined in Section 2(a)(48) of the Investment Trust Act of 1940.
- ☐ xvi) **Small Business Investment Trust.** Subscriber is a small business investment Trust licensed by the U.S. Small Business Administration Section 301(c) or (d) or the Small Business Investment Act of 1958.
- ☐ xvii) **Private Business Development Trust.** Subscriber is a private business development Trust defined in Section 202(a)(22) of the Investment Advisors Act of 1940.
- ☐ xviii) **Registered Broker or Dealer.** Subscriber is a broker or dealer registered pursuant to Section 15 of the Securities and Exchange Act of 1934.

REPRESENTATIONS:

The undersigned represents that:

1. The information contained herein is complete and accurate and may be relied upon by the Trust in determining my/our qualification as purchaser of the Subscribed Securities; and
2. The undersigned will notify the Trust immediately of any adverse material change in any such information occurring to the acceptance of such investor's subscription by the Trust.
3. The undersigned is making this purchase for their own investment purposes.

INDIVIDUAL

BUSINESS ENTITY

The above information supplied herein is true and correct in all respects and I recognize that the Trust shall materially rely on the truth and accuracy of such information.

Signed By: _____ **Witness:** _____

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APPENDIX F

PURCHASER QUESTIONNAIRE

ACCREDITED INVESTOR QUESTIONNAIRE

Please complete the following questionnaire as per the SEC requirements.

Accredited Investor (Regulation D). Subscriber is an “Accredited Investor” as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act, as follows (Please initial one or more of the following provisions which describes Subscriber’s accredited status as may be applicable):

- ☐ xix) **Individuals.** Subscribers, if an individual, is an “accredited investor” as that term is defined in Rule 501(a)(5) and (6) of Regulation D promulgated under the Securities Act, i.e. (A) Subscriber’s individual net worth or combined net worth with his or her spouse exceeds \$1,000,000 (for purposes of this Subparagraph “net worth” means the excess of total assets at fair market value (excluding principal residence, home furnishing and automobiles) over total liabilities) , (B) Subscriber’s individual income, exclusive of any income attributable to his or her spouse, was in excess of \$300,000 for the two most recent calendar years prior to this agreement, and he or she reasonably expects and income in excess of \$300,000 in the current calendar year.
- ☐ xx) **Entity With Value Exceeding \$5 Million.** Subscriber is a corporation, partnership (general or limited), limited liability Trust/partnership, (Massachusetts) business trust, which was not formed for the specific purpose of acquiring the Subscribed Securities and subscriber has total assets in excess of \$5,000,000.
- ☐ xxi) **Entity Comprised of Accredited Investors.** Subscriber is a corporation, partnership (general or limited), limited liability Trust/partnership, (Massachusetts) business trust, and all Subscriber’s equity owners are accredited as defined above in Subparagraph (i) of this paragraph 3 (e).
- ☐ xxii) **Revocable Trust.** Subscriber is a revocable trust (also commonly known as a family or living trust) established to facilitate the distribution of the estate of the settlers (grantors); such trust may be revoked or amended at any time be the settlers (grantors); all tax benefits of investment made by such trust pass through to the settlers (grantors) individually; and all of the settlers (grantors) are accredited investors as defined above in Subparagraph (i) of this paragraph 3 (e).

- ☐ xxiii) **Trust Whose Assets Exceed \$5 Million.** Subscriber is a trust with total assets in excess of \$5,000,000, and the person making the investment decision on behalf of the trust has knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of an investment in the Subscribed Securities.
- ☐ xxiv) **Financial Institution as Trustee.** Subscriber is a financial institution which is (A) a bank, savings and loan association, or other regulated financial institution; (B) acting in its fiduciary capacity as trustee; and (C) subscribing for the purchase of the Subscribed Securities on behalf of the subscribing trust.
- ☐ xxv) **Employee Benefit Plan (including Keogh Plan) With Self-Directed Investment and Segregated Accounts.** Subscriber is an employee benefit plan within the meaning of the ERISA; the plan is self-directed and provides for segregated accounts; the investment decision is being made by a plan participant who is an accredited investor as defined above in Subparagraph (i) of this paragraph 3 (e), and the investments are being made solely on behalf of each accredited investor.
- ☐ xxvi) **Employee Benefit Plan (including Keogh Plan) With Financial Institution as Trustee.** Subscriber is an employee benefit plan within the meaning of the ERISA; and the decision to invest in the Subscribed Securities was made by a plan fiduciary (as defined in Section 3 (21) of ERISA), which is either a bank, savings and loan association, insurance Trust, or other investment advisor.
- ☐ xxvii) **Employee Benefit Plan (including Keogh Plan) With Assets Exceeding \$5 Million.** Subscriber is an employee benefit plan within the meaning of the ERISA and has total assets in excess of \$5,000,000.
- ☐ xxviii) **Tax Exempt 501(c)(3) Organization.** Subscriber is an organization described in this section of the Internal Revenue Code of 1986, as amended, not formed for the specific purpose of acquiring the Subscribed Securities, with assets in excess of \$5,000,000.
- ☐ xxix) **Bank.** Subscriber is a bank as defined in Section 3(a)(2) of the Act.
- ☐ xxx) **Saving and Loan Association.** Subscriber is a saving and loan association or other institution as defined by Section 3(a)(2) of the Act.

- ☐ xxxi) **Insurance Trust.** Subscriber is a insurance Trust as defined by Section 2(14) of the Act.
- ☐ xxxii) **Investment Trust.** Subscriber is an investment Trust registered under the Investment Trust Act of 1940.
- ☐ xxxiii) **Business Development Trust.** Subscriber is a business development Trust as defined in Section 2(a)(48) of the Investment Trust Act of 1940.
- ☐ xxxiv) **Small Business Investment Trust.** Subscriber is a small business investment Trust licensed by the U.S. Small Business Administration Section 301(c) or (d) or the Small Business Investment Act of 1958.
- ☐ xxxv) **Private Business Development Trust.** Subscriber is a private business development Trust defined in Section 202(a)(22) of the Investment Advisors Act of 1940.
- ☐ xxxvi) **Registered Broker or Dealer.** Subscriber is a broker or dealer registered pursuant to Section 15 of the Securities and Exchange Act of 1934.

REPRESENTATIONS:

The undersigned represents that:

1. The information contained herein is complete and accurate and may be relied upon by the Trust in determining my/our qualification as purchaser of the Subscribed Securities; and
2. The undersigned will notify the Trust immediately of any adverse material change in any such information occurring to the acceptance of such investor's subscription by the Trust.
3. The undersigned is making this purchase for their own investment purposes.

INDIVIDUAL

BUSINESS ENTITY

The above information supplied herein is true and correct in all respects and I recognize that the Trust shall materially rely on the truth and accuracy of such information.

Signed By: _____ **Witness:** _____