

[YOUR COMPANY NAME]

PRIVATE PLACEMENT OF SECURITIES
LLC DEBT OFFERING
REGULATION D RULE 506(b)
SUBSCRIPTION PACKAGE

CONFIDENTIAL OFFERING MEMORANDUM

[YOUR COMPANY NAME, LLC]

A [NEW YORK] Limited Liability Corporation

[\$15,000,000]

Minimum Offering Amount: [\$5,000,000]

[\$50,000] per Promissory Note (Unit)

MINIMUM PURCHASE – [1] Promissory Note

[12%] Annual Rate of Return, Paid Annually

Maturity Date: [24] months

Redemption at Maturity – [\$100,000] per Unit

[YOUR COMPANY NAME, LLC], A [NEW YORK] LIMITED LIABILITY CORPORATION (HEREINAFTER REFERRED TO AS THE “COMPANY”), IS OFFERING BY MEANS OF THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM A MINIMUM OF [ONE HUNDRED (100)] AND A MAXIMUM OF [THREE HUNDRED (300)] UNSECURED PROMISSORY NOTES (“NOTES”) AT AN OFFERING PRICE OF [FIFTY THOUSAND (\$50,000)] DOLLARS PER NOTE, FOR A MINIMUM OF [FIVE MILLION DOLLARS (5,000,000)] AND A MAXIMUM TOTAL OF [FIFTEEN MILLION DOLLARS (\$15,000,000)], TO QUALIFIED INVESTORS WHO MEET THE INVESTOR SUITABILITY REQUIREMENTS SET FORTH HEREIN (SEE “INVESTOR SUITABILITY REQUIREMENTS”).

THIS CONFIDENTIAL OFFERING MEMORANDUM (HEREIN “MEMORANDUM”) IS SUBMITTED TO YOU ON A CONFIDENTIAL BASIS SOLELY FOR THE PURPOSE OF EVALUATING THE SPECIFIC TRANSACTION DESCRIBED HEREIN. THIS INFORMATION SHALL NOT BE PHOTOCOPIED, REPRODUCED OR DISTRIBUTED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF [YOUR COMPANY NAME, LLC] (HEREIN “COMPANY”). IF THE RECIPIENT DETERMINES NOT TO PURCHASE ANY OF THE NOTES OFFERED HEREBY, IT WILL PROMPTLY RETURN ALL MATERIAL RECEIVED IN CONNECTION HERewith WITHOUT RETAINING ANY COPIES. THESE SECURITIES ARE SPECULATIVE AND INVESTMENT IN THE NOTES INVOLVES A DEGREE OF RISK (SEE “RISK FACTORS”).

TABLE OF CONTENTS

DISCLAIMERS	5
1. SUMMARY OF THE OFFERING	7
2. THE COMPANY	7
3. MANAGEMENT	8
3.1 LLC MANAGERS	8
4. TERMS OF THE OFFERING	8
4.1 GENERAL TERMS OF THE OFFERING	8
4.4 CLOSING OF THE OFFERING.....	9
5. PLAN OF DISTRIBUTION	9
5.1 OFFERING OF NOTES.....	9
6. DESCRIPTION OF NOTES	10
6.1 NOTES.....	10
6.2 SECURITY FOR PAYMENT OF THE NOTES.....	10
6.3 REPORTS TO NOTEHOLDERS	10
8. CAPITALIZATION STATEMENT	11
8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING.....	11
9. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS	12
9.1 RESULTS OF OPERATIONS.....	12
9.2 LIQUIDITY AND CAPITAL RESOURCES.....	12
10. CERTAIN TRANSACTIONS	12
10.1 [NEW YORK] LIMITED LIABILITY CORPORATION	12
10.2 PRIVATE OFFERING OF NOTES	12
11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY ..	12
11.1 GENERAL	12
11.2 INDEMNIFICATION.....	12
12. RISK FACTORS	13
12.1 FORMATION OF THE COMPANY	13
12.2 CONTROL BY COMPANY	13
12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT	13
12.4 LIMITED TRANSFERABILITY OF THE NOTES	13
12.5 CAPITALIZATION OF THE COMPANY.....	14
12.6 REGULATIONS.....	14
13. PRINCIPAL UNIT HOLDERS	14
14. HOW TO INVEST	14
15. INVESTOR SUITABILITY REQUIREMENTS	15
15.1 INTRODUCTION	15
15.2 GENERAL SUITABILITY	15
15.3 NONACCREDITED INVESTORS	16

15.4	ACCREDITED INVESTORS	16
15.5	ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY	17
16.	LITIGATION.....	17
17.	ADDITIONAL INFORMATION.....	18
18.	FORECASTS OF FUTURE OPERATING RESULTS.....	18
19.	GLOSSARY OF TERMS.....	18

EXHIBITS:

OPERATING AGREEMENT	A
SUBSCRIPTION AGREEMENT.....	B
PROMISSORY NOTE	C
INVESTOR QUESTIONNAIRE.....	D
BUSINESS PLAN	E
ERISA.....	F
ANTI-MONEY LAUNDERING	G
FINANCIAL STATEMENT	H

[To update table of contents, highlight table and right click, choose “update field”]

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN RULE 506(b) OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES ARE LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS, WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

Jurisdictional (NASAA) Legends

FOR RESIDENTS OF ALL STATES: THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN A PARTICULAR STATE. IF YOU ARE UNCERTAIN AS TO WHETHER OR NOT OFFERS OR SALES MAY BE LAWFULLY MADE IN ANY GIVEN STATE, YOU ARE HEREBY ADVISED TO CONTACT THE COMPANY. THE SECURITIES DESCRIBED IN THIS MEMORANDUM HAVE NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS (COMMONLY CALLED "BLUE SKY" LAWS). THESE SECURITIES MUST BE ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION OF SUCH SECURITIES UNDER SUCH LAWS, OR AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THE STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OF SALE MAY BE MADE IN ANY PARTICULAR STATE.

1. FOR CALIFORNIA RESIDENTS ONLY: THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS OFFERING HAS NOT BEEN QUALIFIED WITH COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFORE PRIOR TO SUCH QUALIFICATIONS IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPTED FROM QUALIFICATION BY SECTION 25100, 25102, OR 25104 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS OFFERING ARE EXPRESSLY CONDITION UPON SUCH QUALIFICATIONS BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

[INSERT APPROPRIATE STATE LEGENDS & REMOVE THOSE NOT NEEDED]

1. SUMMARY OF THE OFFERING

The following summary is qualified in its entirety by more detailed information that may appear elsewhere in this private placement memorandum. Each prospective investor is urged to read this private offering memorandum in its entirety.

[YOUR COMPANY NAME, LLC] (HEREIN “COMPANY”) was formed on [December 31, 20__] as a [NEW YORK] Limited Liability Corporation. The Company is in the business of [_____].

The Securities offered are [THREE HUNDRED (300)] Notes issued by the Company at [FIFTY THOUSAND (\$50,000)] Dollars per Note, payable in cash at the time of subscription (see “Exhibit “B” for copy of Promissory Note). The minimum purchase is [one (1)] Note. The Notes have an annual rate of return of [twelve (12%)] percent simple interest, paid annually, with a maturity date of [twenty-four (24)] months from the Commencement Date of each Note. The Notes offered pursuant to this Private Placement Memorandum will be [unsecured].

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on [June 1, 20__], and will terminate no later than [December 31, 20__], unless extended by the Company (see “TERMS OF THE OFFERING”).

The gross proceeds of the offering will be a minimum of [FIVE MILLION (\$5,000,000)] Dollars and a maximum of [FIFTEEN MILLION (\$15,000,000)] Dollars. The use of the proceeds is to [insert use of proceeds in sentence form] as described herein (see “USE OF PROCEEDS”).

2. THE COMPANY

[YOUR COMPANY NAME, LLC] (the “Company”) was formed on [June 1, 20__], as a [NEW YORK] Limited Liability Corporation. At the date of this offering, [One Thousand (1,000)] of the Company’s Membership Units were authorized, issued and outstanding. The Company is in the business of [_____].

2.1 OPERATIONS

[Insert executive summary]. SEE “EXHIBIT D - BUSINESS PLAN.”

2.2 BUSINESS PLAN

[Your Company Name]’s Business Plan, included as Exhibit D of this Memorandum, was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management.¹ At the present time, [two] individuals are actively involved in the management of the Company:

[John Doe – CEO and President:]
[Insert Brief Bio on manager]

[Jane Doe – Secretary and Treasurer]
[Insert Brief Bio on manager]

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a minimum of [ONE HUNDRED (\$50,000)] Dollars per Note, for a minimum of [FIVE MILLION (\$5,000,000)] Investors who satisfy the Investor Suitability Requirements (see “INVESTOR SUITABILITY REQUIREMENTS”).

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with [insert escrow company/agent] At least [100] Notes must be sold for [\$5,000,000] before such proceeds will be released from the holding account and utilized by the Company. After the minimum number of Notes are sold, all subsequent proceeds from the sale of Notes will be delivered directly to the Company.

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the “Securities Act”), and are being offered in reliance upon an exemption under Rule 506(b) of Regulation D of the Securities Act of 1933, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

[¹ The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.]

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Operating Agreement (Exhibit A); Subscription Agreement (Exhibit B); Promissory Note (Exhibit C), and Investor Questionnaire (Exhibit D) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see "USE OF PROCEEDS").

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

- a) Upon reaching the minimum offering amount of [FIVE MILLION (\$5,000,000)] Dollars;
- b) Upon receipt of the maximum offering subscription amount of [FIFTEEN MILLION(\$15,000,000)] Dollars;
- c) Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding [thirty (30)] days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The

Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see “TERMS OF THE OFFERING”).

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering [THREE HUNDRED (300)] Units of the Company in the form of Promissory Notes, to potential investors at [FIFTY THOUSAND (\$50,000)] Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is [one (1)] Note. The Notes will have an annual rate of return of [twelve (12%)] percent simple interest over the term thereof, with a maturity date of [twenty-four (24)] months from the Commencement Date of each Note. Interest shall be paid annually. All principal shall be paid at maturity. Principal may be prepaid at the sole discretion of the Company, without a prepayment penalty. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are unsecured Notes.

6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual unaudited reports to its Noteholders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Noteholders as it deems appropriate. The Company’s fiscal year ends on December 31st of each year.

7. USE OF PROCEEDS 2

The gross proceeds of the Offering will be a minimum of [One Million (\$1,000,000)] Dollars and a maximum of [FIVE MILLION (\$5,000,000)] Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

² (1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the FINRA and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to [ten percent (10%)] of the price of the Notes sold.

Sources

	Maximum Amount	Percent of Proceeds	Minimum Amount	Percent of Proceeds
Proceeds From Sale of Notes	[\$15,000,000]	[100%]	[\$5,000,000]	[100%]

Application of Proceeds

Offering Expenses (1)	[\$5,000]	[0.5%]	[\$2,000]	[0.1%]
Commissions (2)	[\$100,000]	[10%]	[\$20,000]	[10%]
Total Offering Expenses & Fees	[\$105,000]	[10.5%]	[\$22,000]	[10.1%]
Net Offering Proceeds	[\$895,000]	[89.5%]	[\$178,000]	[89.9%]
[Insert your items]				
[Marketing]				
[Web Site Development]				
Total Proceeds	[\$15,000,000]	[100%]	[\$5,000,000]	[100%]

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum offering amount.

	AS ADJUSTED [3/15/18]	AFTER THE OFFERING
Notes	[-0-]	[\$15,000,000]
Notes \$.01 par value, 1,000 Notes authorized, 1000 Notes issued and outstanding	[\$100,000]	[\$100,000]
Net Noteholders' Equity	[\$100,000]	[\$100,000]
TOTAL CAPITALIZATION	[\$100,000]	[\$15,100,000]

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

9.1 RESULTS OF OPERATIONS

[The Company is a development stage company and has not yet commenced its principal operations.]

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 [NEW YORK] Limited Liability Corporation

[YOUR COMPANY NAME], LLC is a privately held [NEW YORK] Limited Liability Corporation, incorporated on [June 1, 20__].

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to [FIFTEEN MILLION (\$15,000,000)] Dollars of Notes to selected investors, effective on [June 1, 20__].

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Officers and Directors of the Company are accountable to the Company as fiduciaries and such Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Noteholder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Noteholder may be able to bring an action on behalf of himself in the event the Noteholder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers or controlling persons pursuant to [NEW YORK] law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be

guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

This investment involves a high degree of risk. An individual contemplating investment in this offering should give careful consideration to the elements of the risk summarized below, as well as the other risk factors identified elsewhere in this Private Offering Memorandum.

12.1 FORMATION OF THE COMPANY

The Company was formed on [June 1, 20__]. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Noteholders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Managers of the LLC. The Noteholders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering are limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by [_____]. Independent of the amounts raised in this offering the Company [does not have any other assets available to use to pay principal or interest on the Notes.]

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations.

13. PRINCIPAL UNIT HOLDERS

As of the date of this Offering, the Company has [One Thousand (1000)] Membership Units issued and outstanding to [_____].

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of [One (1)] Note ([FIFTY THOUSAND (\$50,000)] Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A: OPERATING AGREEMENT: Review, sign and execute the Operating Agreement.

Exhibit B: INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: Review, sign and execute Subscription Agreement.

Exhibit C: PROMISSORY NOTE: Review, sign and execute the Promissory Note.

Exhibit D: INVESTOR QUESTIONNAIRE: Review, sign and execute the Investor Questionnaire.

Exhibit E: BUSINESS PLAN: Review business plan.

Exhibit F: ERISA: Review ERISA information.

Exhibit G: PATRIOT ACT AGREEMENT: Review and sign the Anti-Money Laundering Disclosure.

Exhibit H: FINANCIAL STATEMENT: Review the Financial Statement.

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see “TERMS OF THE OFFERING.”

Such Investor should include his/her check made payable to: [YOUR COMPANY NAME], LLC, along with the Operating Agreement, Subscription Agreement, Promissory Note, and Investor Questionnaire. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows:

[YOUR COMPANY NAME], LLC
[Address]
[City, State, Zip Code]
[Phone]
[Email]

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

- a) The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
- b) The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
- c) The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).

- d) The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
- e) The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 NONACCREDITED INVESTORS

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

15.4 ACCREDITED INVESTORS ³

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars excluding the value of his/her personal real estate residence;
2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;
3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of [FIVE MILLION (\$5,000,000)] Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association,

³ Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and will be treated as a separate subscriber who must meet all suitability requirements.

insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of [FIVE MILLION (\$5,000,000)] Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);
5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of [FIVE MILLION (\$5,000,000)] Dollars;
6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
7. Any trust, with total assets in excess of [FIVE MILLION (\$5,000,000)] Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and
8. Any entity in which all of the equity owners are Accredited Investors.

15.5 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

16. LITIGATION

The Company and its Managers have [no] lawsuits pending, no legal actions pending or judgments entered against the Company or Managers and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Managers.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE: The acceptance by the Company of a prospective investor's subscription.

ACCREDITED INVESTORS: Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

BROKER-DEALER: A person or firm licensed with the FINRA, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY: Refers to [YOUR COMPANY NAME], LLC, a [NEW YORK] Limited Liability Company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (FINRA): A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its

regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

NOTES: A [FIFTY THOUSAND (\$50,000)] Dollar investment consisting of [one (1)] Promissory Note issued by [YOUR COMPANY NAME], LLC, a [NEW YORK] Limited Liability Corporation.

SECURITIES ACT OF 1933: A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934: A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC): An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS: Consists of the Note, Subscription Agreement, Investor Questionnaire and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE: The earlier to occur of the date on which all Notes are sold or December 31, 20__.

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EXHIBIT A
OPERATING AGREEMENT

[INSERT SUBSCRIPTION AGREEMENT]

EXHIBIT B
SUBSCRIPTION AGREEMENT

[INSERT SUBSCRIPTION AGREEMENT]

EXHIBIT C
PROMISSORY NOTE

[INSERT PROMISSORY NOTE]

EXHIBIT D
INVESTOR SUITABILITY QUESTIONNAIRE

[INSERT INVESTOR SUITABILITY QUESTIONNAIRE]

EXHIBIT E
BUSINESS PLAN

[INSERT BUSINESS PLAN]

EXHIBIT F
ERISA DISCLOSURE

[INSERT ERISA]

EXHIBIT G
ANTI-MONEY LAUNDERING

[INSERT ANTI-MONEY LAUNDERING DEFINITIONS AND AGREEMENT]

EXHIBIT H
FINANCIAL STATEMENT

[INSERT MOST RECENT FINANCIAL STATEMENT]