FRAMETEC BRAVO LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

THE INTERESTS REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER THE SECURITIES ACT OR AN OPINION OF LEGAL COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.

THE INTERESTS ARE BEING OFFERED AND SOLD UNDER THE EXEMPTION PROVIDED BY SECTION 4(A)(2) OF THE SECURITIES ACT AND/OR PURSUANT TO RULE 506(C) THEREUNDER.

THERE IS NO OBLIGATION ON THE ISSUER TO REGISTER THE INTERESTS UNDER THE SECURITIES ACT. A PURCHASER OF ANY INTEREST MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE INTERESTS REPRESENTED HEREBY HAVE NOT BEEN REVIEWED OR APPROVED BY THE SECURITIES ADMINISTRATORS OF CERTAIN STATES OR OTHER JURISDICTIONS NOR HAVE THEY BEEN QUALIFIED OR REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OF CERTAIN STATES OR OTHER JURISDICTIONS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE QUALIFICATION OR REGISTRATION REQUIREMENTS OF SUCH LAWS. THEREFORE, A PURCHASER OF ANY INTEREST WILL NOT BE ABLE TO RESELL IT UNLESS THE INTEREST IS QUALIFIED OR REGISTERED UNDER THE APPLICABLE STATE SECURITIES LAWS OR LAWS OF OTHER JURISDICTIONS OR UNLESS AN EXEMPTION FROM SUCH QUALIFICATION OR REGISTRATION IS AVAILABLE.

THIS PRIVATE PLACEMENT MEMORANDUM HAS BEEN PREPARED FOR SUBMITTAL TO A LIMITED NUMBER OF POTENTIAL INVESTORS FOR CONSIDERATION OF THE PURCHASE OF AN INTEREST IN THE COMPANY AND IS FOR USE ONLY BY THE INTENDED RECIPIENT. IT IS NOT AUTHORIZED FOR ANY OTHER PURPOSE OR ANY UNINTENDED RECIPIENT. IF YOU ARE AN UNINTENDED RECIPIENT OR IF YOU ACCEPT DELIVERY OF THIS MEMORANDUM AND DO NOT PURCHASE AN INTEREST WITHIN THE TIME ALLOWED, YOU AGREE TO RETURN IT AND ALL ENCLOSED DOCUMENTS TO THE COMPANY. THIS MEMORANDUM MAY NOT BE REPRODUCED IN WHOLE OR IN PART OR FORWARDED TO OTHER POTENTIAL INVESTORS. IT MAY ONLY BE DISTRIBUTED AND DISCLOSED TO THE PROSPECTIVE INVESTORS TO WHOM IT IS PROVIDED DIRECTLY BY THE MANAGER.

PRIVATE PLACEMENT MEMORANDUM

FRAMETEC BRAVO LLC

$92,276,000

LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS

OFFERED AT $1,000 PER UNIT

FrameTec Bravo LLC, a Wyoming limited liability company (the "Company"), through its Sponsor(s), Vitruvian Ventures LLC, hereby Offers to only Accredited Investors up to Ninety-Two Thousand Two Hundred Seventy Six (92,276) Class D Membership Units in the Company. In a previous offering, the Sponsor sold $12,724,000 of Class A Membership Units in the Company. Vitruvian Ventures LLC will act as the Manager(s) of the Company. The securities referenced in this Offering are being sold on a Best Efforts basis pursuant to the federal securities exemption provided by Section 4(A)(2) of the Securities Act and/or pursuant to Rule 506(c) promulgated thereunder. Proceeds from the Offering will primarily go towards the development of a twenty first century near fully automated truss framing plant (the "Plant") on raw land located in Casa Grande, Arizona which the Company currently owns.

The Company will operate the Plant through FrameTec Bravo Operations LLC ("FrameTec Ops"), an Arizona limited liability company. The Company has purchased and will hold the real property, Plant, and all subsequent improvements thereto, in Brown Acorn LLC ("Brown Acorn"), an Arizona limited liability company. FrameTec Bravo LLC shall the be the single Member of Brown Acorn and FrameTec Ops. Vitruvian Ventures LLC will be the non-member Manager of Brown Acorn and a co-manager of FrameTec Ops – the other co-manager of FrameTec Ops will be MKMB Bravo Casa Grande Directors LLC.

Class D Interests	Price to Investors	Number of Units	Total Proceeds to Company
Min Offering Class D-1	$1,000	22,276	$22,276,000
Min Offering Class D-2	$1,000	35,000	$35,000,000
Min Offering Class D-3	$1,000	35,000	$35,000,000
Max Offering	$1,000	92,276	$92,276,000

DATE OF THIS PRIVATE PLACEMENT MEMORANDUM: September 1, 2023

IMPORTANT NOTICES TO INVESTORS

INVESTMENT IN THE UNITS INVOLVES A HIGH DEGREE OF RISK, POTENTIAL CONFLICTS OF INTEREST, AND PAYMENT OF FEES TO THE MANAGER AND ITS AFFILIATES. PROSPECTIVE INVESTORS WILL BE REQUIRED TO REPRESENT THAT THEY ARE FAMILIAR WITH AND UNDERSTAND THE TERMS OF THE OFFERING. (SEE "RISK FACTORS," "CONFLICTS OF INTEREST" AND "COMPENSATION AND FEES TO THE MANAGER AND AFFILIATES.")

INVESTMENT IS NOT PERMITTED FOR PROSPECTIVE INVESTORS WHO LACK SUBSTANTIAL NET WORTH (SEE "QUALIFICATION OF INVESTORS"). ALTHOUGH THE MANAGER IS OF THE OPINION THAT THE COMPANY WILL BE CLASSIFIED AS A "LIMITED LIABILITY COMPANY" FOR FEDERAL INCOME TAX PURPOSES, THE INTERNAL REVENUE SERVICE ("IRS") HAS NOT BEEN REQUESTED TO ISSUE A RULING ON THE FEDERAL INCOME TAX STATUS OF THE COMPANY OR OTHER TAX ASPECTS OF THE INVESTMENT AND THE OPINION OF THE MANAGER IS NOT BINDING ON THE IRS.

THE UNITS HAVE NOT BEEN REGISTERED WITH NOR APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (“COMMISSION”) NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS OFFERING HAS NOT BEEN APPROVED OR DISAPPROVED UNDER APPLICABLE STATE SECURITIES LAWS, BY THE STATE DEPARTMENT OF CORPORATIONS, SECURITIES REGULATION DIVISION (“DIVISION”), NOR HAS ANY DIVISION REVIEWED OR PASSED UPON THE ACCURACY OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL TO OR A SOLICITATION OF AN OFFER TO BUY FROM ANYONE IN ANY STATE OR IN ANY OTHER JURISDICTION WITHIN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED.

DURING THE COURSE OF THE OFFERING AND PRIOR TO SALE, EACH OFFEREE OF THE UNITS AND THE OFFEREES ADVISOR(S) ARE INVITED TO ASK QUESTIONS OF AND OBTAIN ADDITIONAL INFORMATION FROM THE MANAGER CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING, THE COMPANY, THE DEBT TO BE OWED BY THE COMPANY AND ANY OTHER RELEVANT MATTERS (INCLUDING, BUT NOT LIMITED TO, ADDITIONAL INFORMATION TO VERIFY THE ACCURACY OF THE INFORMATION SET FORTH HEREIN), TO THE EXTENT THE MANAGER POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE. OFFEREES OR ADVISORS HAVING QUESTIONS OR DESIRING ADDITIONAL INFORMATION SHOULD CONTACT THE MANAGER.

THIS MEMORANDUM DOES NOT CONTAIN AN UNTRUE STATEMENT OF A MATERIAL FACT OR OMIT TO STATE A MATERIAL FACT NECESSARY TO MAKE THE STATEMENTS MADE, IN LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY WERE MADE, NOT MISLEADING. IT CONTAINS A FAIR SUMMARY OF THE MATERIAL TERMS OF DOCUMENTS PURPORTED TO BE SUMMARIZED HEREIN. THIS MEMORANDUM CONTAINS SUMMARIES OF CERTAIN DOCUMENTS, THAT ARE BELIEVED TO BE ACCURATE BUT REFERENCE IS HEREBY MADE TO THE ACTUAL DOCUMENTS, COPIES OF WHICH ARE ATTACHED HERETO OR ARE AVAILABLE AT THE OFFICE OF THE MANAGER, FOR COMPLETE INFORMATION CONCERNING THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO. ALL SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY THIS REFERENCE, AND NOTHING IN THIS MEMORANDUM SHALL EXTEND THE LIABILITY UNDER ANY SUCH DOCUMENTS OF ANY OF THE PARTIES HERETO. ALL DOCUMENTS RELATING TO THE OFFERING WILL BE MADE AVAILABLE TO THE OFFEREE NAMED BELOW AND/OR HIS ADVISOR(S) UPON REQUEST.

ANY ADDITIONAL INFORMATION OR REPRESENTATIONS GIVEN OR MADE BY THE COMPANY OR THE MANAGER IN CONNECTION WITH THIS OFFERING, WHETHER ORAL OR WRITTEN, ARE SUPERSEDED IN THEIR ENTIRETY BY THE INFORMATION SET FORTH IN THIS MEMORANDUM AND ITS EXHIBITS (ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE), INCLUDING, BUT NOT LIMITED TO, THE RISK FACTORS DESCRIBED HEREIN.

THE OFFERING CAN BE WITHDRAWN AT ANY TIME BEFORE CONSUMMATION AND IS SPECIFICALLY MADE SUBJECT TO THE CONDITIONS DESCRIBED IN THIS MEMORANDUM. IN CONNECTION WITH THE OFFERING AND SALE OF THE UNITS, THE MANAGER RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE UNITS SUBSCRIBED FOR BY SUCH PROSPECTIVE INVESTOR.

SINCE THERE ARE SUBSTANTIAL RESTRICTIONS ON THE TRANSFERABILITY OF THE UNITS, EACH OFFEREE MUST ASSUME THAT THE OFFEREE WILL BEAR THE ECONOMIC RISK OF THE OFFEREE’S INVESTMENT FOR AN INDEFINITE PERIOD. THE UNITS MAY NOT BE TRANSFERRED WITHOUT THE PRIOR WRITTEN CONSENT OF THE MANAGER. IN ADDITION, UNITS ARE NOT REGISTERED FOR SALE TO THE PUBLIC UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE AND THE UNITS MAY BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF BY AN INVESTOR ONLY IF, AMONG OTHER THINGS, THE UNITS ARE REGISTERED OR, IN THE OPINION OF COUNSEL TO THE COMPANY, REGISTRATION IS NOT REQUIRED UNDER SUCH LAWS.

THIS MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE USE OF PERSONS WHO MAY WANT TO PURCHASE UNITS AND DELIVERY THEREOF CONSTITUTES AN OFFER ONLY IF THIS MEMORANDUM WAS SENT TO PERSONS DIRECTLY FROM THE ISSUER OR ITS MANAGER AND IF THE PERSON SO NAMED MEETS THE SUITABILITY STANDARDS SET FORTH UNDER "QUALIFICATION OF INVESTORS." ANY DISTRIBUTION OF THIS MEMORANDUM TO ANY PERSON OTHER THAN THE INTENDED OFFEREE (OR TO THOSE INDIVIDUALS WHOM THE OFFEREE RETAINS TO ADVISE THE

OFFEREE WITH RESPECT THERETO) IS UNAUTHORIZED AND ANY REPRODUCTION OF THIS MEMORANDUM IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF ITS CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE MANAGER, IS PROHIBITED.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ARE INTENDED TO BE MADE IN THIS MEMORANDUM OR SHOULD BE INFERRED THEREFROM WITH RESPECT TO THE ECONOMIC RETURN OR THE TAX TREATMENT WHICH MAY ACCRUE TO THE INVESTOR. NO ASSURANCE CAN BE GIVEN THAT EXISTING TAX LAWS WILL NOT BE CHANGED OR INTERPRETED ADVERSELY, EITHER OF WHICH MAY DENY THE PROSPECTIVE INVESTORS ALL OR A PORTION OF THE TAX TREATMENT CONSIDERED HEREIN. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, TAX OR INVESTMENT ADVICE. EACH INVESTOR SHOULD CONSULT PROSPECTIVE INVESTOR'S OWN ATTORNEY, ACCOUNTANT AND OTHER ADVISORS AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING A PURCHASE BY PROSPECTIVE INVESTOR OF A UNIT.

NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS, OR GIVE ANY INFORMATION, WITH RESPECT TO THE UNITS, EXCEPT FOR INFORMATION CONTAINED OR REFERRED TO HEREIN.

FORWARD LOOKING STATEMENTS

This Memorandum contains certain statements that are forward-looking statements within the meaning of the United States federal securities laws. These are statements about the Company's or Manager's, or Sponsor's expectations, beliefs, intentions or strategies for the future. Prospective Investors will be able to identify these types of statements since they are indicated by words or phrases such as "anticipate," "expect," "intend," "plan," "will," "Company believes," "Manager believes" and similar language. In addition, these statements may be qualified by certain risks, uncertainties and assumptions which are explained more fully in each particular case. The Company has based forward-looking statements on the expectations of information currently available to the Manager. The Company's actual results may differ materially from the results anticipated in the statements.

These forward-looking statements are made only as of the date hereof, and the Company undertakes no obligation to update or revise the forward-looking statements, whether as a result of new information, future events or otherwise.

Although the Company believes that the expectations reflected in the forward-looking statements are reasonable, there can be no assurances that such expectations will prove to be accurate. All phases of the Company's operations are subject to a number of uncertainties, risks and other influences, many of which are outside the control of the Company and cannot be predicted with any degree of accuracy.

In light of the significant uncertainties inherent in the forward-looking statements made in this Memorandum, the inclusion of such statements should not be regarded as a representation by the Company or any other person that the objectives and plans of the Company will be achieved.

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GLOSSARY OF TERMS

"Accredited Investor" shall have the definition as computed under Rule 501(a) of Regulation D promulgated under the Act, which means any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

1. 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 at the time of the purchase, excluding the value of the primary residence of such person;

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

3. 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;

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

5. 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 dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; insurance company as defined in Section 2(13) of the Act; 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; 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; employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000; or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

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

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

8. Any trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D promulgated under the Act.

9. A natural person holding, in good standing, one or more professional certifications, designations or other credentials issued by an accredited educational institution, which the Securities and

Exchange Commission may designate from time to time, as qualifying. Presently holders in good standing of the Series 7, Series 65, and Series 82 licenses will qualify as an accredited investor.

10. Natural persons who are "knowledgeable employees" as defined in Rule 3c– 5(a)(4) under the Investment Company Act of 1940, of the private-fund issuer of the securities being offered or sold.

11. Entities, including, but not limited to, limited liability companies, of a type not listed in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) of Regulation D promulgated under the Act, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000.

12. Securities and Exchange Commission and state-registered investment advisers, exempt reporting advisers, and rural business investment companies.

13. Indian tribes, governmental bodies, funds, and entities organized under the laws of foreign countries, that own “investments,” as defined in Rule 2a51-1(b) under the Investment Company Act, in excess of $5,000,000 and that was not formed for the specific purpose of investing in the securities offered.

14. Family offices (as defined in Rule 202(a)(11)(G)-1 under the Advisers Act with (i) assets under management in excess of $5,000,000, (ii) that are not formed for the specific purpose of acquiring the securities offered and (iii) whose prospective investments are directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

15. "Spousal equivalent" (cohabitant occupying a relationship generally equivalent to that of a spouse) may pool their finances for the purpose of qualifying as accredited investors.

“Act” or “Securities Act” means The Securities Act of 1933, as amended.

“Affiliate” of a Member or Manager means any person, entity, or trust, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Member or a Manager, as applicable. The term “control,” as used in the immediately preceding sentence, means with respect to a corporation, limited liability company, limited life company or limited duration company (collectively, “Limited Liability Company”), the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the controlled corporation or Limited Liability Company and, with respect to any individual, partnership, trust, estate, association or other entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

“Agreement” or “Operating Agreement” means the Operating Agreement of the Company, attached hereto as **Exhibit “A”**, or as hereafter amended.

“Asset Management Fee” means an asset management fee of 2% of scheduled capital accounts and an adjustment to 2% of asset valuation on an annual basis based on Manager’s appraisal and paid to Manager on a monthly basis.

"Best Efforts" means the type of securities offering Sponsor intends to conduct. Sponsor shall do the best it can to sell as much of the securities targets as possible but will commence operations as soon as the first Prospective Investor is accepted. Immediately upon accepting the first investor, Sponsor may use the proceeds to conduct operations including, but not limited to, paying 3rd party vendors, such as architects, SEC attorneys, real estate attorneys, etc.

"Brown Acorn LLC" or "Brown Acorn" means the single member Arizona limited liability company that owns the Property. Brown Acorn will be owned entirely by the Company as the single member. The Manager will be the non-member manager of Brown Acorn.

"Capital Contributions" means the contributions made by the Members to the Company pursuant to Sections 6.1 or 6.4 of the Operating Agreement and, in the case of all the Members, the aggregate of all such Capital Contributions.

"Capital Transaction Event" means the sale or refinance of the Property, Brown Acorn, FrameTec Ops, Venture, or sale of substantially all of the assets of the Company or upon dissolution (or net proceeds of refinance or liquidation, as the case may be).

"Capital Transaction Fee" means a fee paid to Manager at the re-finance of the Property equal to 1% of the new loan amount.

"Class A Interest" means an Interest that is held by a Class A Member.

"Class A Member(s)" means the members of FrameTec LLC who executed the Operating Agreement as Class A Member(s), as amended from time to time, and as shown on in the Register to the Agreement. The Class A Members are investors who purchased securities of the Company in a prior offering.

"Class B Interest" means an Interest that is held by a Class B Member.

"Class B Members" means the holders of Class B Membership Units. The Class B Members are DMDL Holdings LLC (through its principals, Damion Lupo and David Morris), Mingus Holdings LLC (through its principals, Kyle Brock, Marvin Phelps, Monte Ricca, and Ben Bassous), and Stone Creek Holdings LLC (through its principal Dan Hellman) Affiliates of the Sponsor.

"Class C Interest" means an Interest that is held by a Class C Member. However, Class C Members shall not receive the same tax benefits provided to the other Member classes.

"Class C Members" means the members of FrameTec LLC executing the Operating Agreement as Class C Member(s), as amended from time to time, and as shown on in the Register to the Agreement. For the sake of clarity, Class C Members will be made up of investors in a prior offering and will contribute no Capital Contributions.

"Class D Interest" means an Interest that is held by a Class D Member.

"Class D Member(s)" means collectively Person(s) admitted as Class D-1, Class D-2, or Class D-3 Members by the Manager and whose names are listed in the Register.

“Class D-1 Member(s)” means person(s) purchasing the first $22,276,000 of Class D Units sold in this Offering and executing the Operating Agreement as Class D-1 Member(s), as amended from time to time, and as shown in the Register to the Agreement. The minimum investment amount for Class D-1 Members is $100,000.

“Class D-2 Member(s)” means person(s) purchasing the second $35,000,000 of Class D Units sold in this Offering and executing the Operating Agreement as Class D-2 Member(s), as amended from time to time, and as shown in the Register to the Agreement. The minimum investment amount for Class D-2 Members is $100,000.

“Class D-3 Member(s)” means person(s) purchasing the remaining $35,000,000 of Class D Units available in this Offering and executing the Operating Agreement as Class D-3 Member(s), as amended from time to time, and as shown in the Register to the Agreement. The minimum investment amount for Class D-3 Members is $100,000.

“Company” means this Company: FrameTec Bravo LLC, a Wyoming limited liability company.

“Development Fee” means a one-time development fee of $3,000,000 which was paid to Manager at closing of the purchase of the Property. This fee was paid from the Capital Contributions of the Class A Members in a prior offering.

“FrameTec Bravo Operations LLC” or “FrameTec Ops” means the single member Arizona limited liability company that will operate the Plant. FrameTec Ops will be owned entirely by the Company as the single member. The Manager will be the non-member co-manager of FrameTec Ops.

“Investment Class Members” means Class A Members and Class D Members collectively.

“IRA” means an individual retirement account.

“Land Acquisition Fee” means a one-time fee equal to 1% of the purchase price of the raw land of the Property which was paid to Sponsor, and $200,000 which was paid to Mingus Holdings LLC. This fee was paid from the Capital Contributions of the Class A Members in a prior offering.

“Loan Guarantor Fee” means a fee equal to 2% of the total loan amount paid to loan guarantors at loan inception of each loan.

“Manager” means this Company’s Manager(s): Vitruvian Ventures LLC, the Sponsor(s).

“Memorandum” means this Private Placement Memorandum.

“Member(s)” means the holder of Investment Class, Class B, and Class C Membership Units.

“Membership Unit” or “Unit” or “Units” mean the interest of a/an Investment Class, Class B, or Class C Member and the rights to receive profits or other compensation by way of income, and the return of contributions as set forth in the Agreement, and the rights, powers and privileges appurtenant thereto.

“Net Capital Proceeds” means the excess of sale or refinance revenue, over sales or refinance costs and fees, including but not limited to repayment of debt, sales commissions, sales fees, establishment of necessary Reserves, the Loan Guarantor Fee, the Capital Transaction Fee, cash expenditures incurred incident to the sales process, refinance/origination fees, broker fees, and any other cash expenditures incurred in the refinance of the Property or the Venture. Any reserves returned to the Company by any lending institution or any other source may be considered a Capital Transaction Event and part of Net Capital Proceeds in the Manager’s sole discretion. Manager shall collect and retain all accrued interest on Company and Venture accounts.

“Net Cash Flow” means the excess of all cash revenues of the Company relating to the direct or indirect ownership and operations of the Property other than revenue attributable to a Capital Transaction Event and accrued interest on accounts, over operating expenses and other expenditures for such fiscal period, including but not limited to principal and interest payments on indebtedness of the Company, other sums paid to lenders, cash expenditures incurred incident to the normal operation of the Company’s business, decreased by (i) the Asset Management Fee, and (ii) any amounts added to Reserves during such fiscal period and fees and increased by (i) the amount (if any) of all allowances for cost recovery, amortization or depreciation with respect to property of the Company for such fiscal period, and (ii) any amounts withdrawn from Reserves during such fiscal period. Interest accrued on deposits of the Company shall not be considered Net Cash Flow. Distributed Net Cash Flow shall be a return of capital until the Investment Class Members Unrecovered Capital Contribution is reduced to zero. Manager shall collect and retain all accrued interest on Company and Venture accounts.

“Offer” or “Offering” means this offer to sell Class D Membership Units in the Company.

“Percentage Interest” or “Interest” means the allocable interest of each Member in the income, gain, loss, deduction or credit of the Company, as set forth in the Operating Agreement.

“Person(s)” means a natural person or any partnership (whether general or limited and whether domestic or foreign), limited liability company, foreign limited liability company, limited life company, limited duration company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity or any other entity.

“Plant” means the twenty first century manufacturing facility to be developed on the Property described in **Exhibit “D”**.

“Project” means the proposed business of the Company, Brown Acorn, and FrameTec Ops (i.e., development of the Plant, and subsequent operations of the Plant by FrameTec Ops, and selling the Venture for a profit).

“Property” means the raw land which the Company has acquired and subsequent improvements, including the Plant, thereon located at Assessor # 507-12-011L Casa Grande, AZ 85122 in Pinal County (address not yet assigned)**,** which the Company intends to construct with the proceeds of this Offering.

“Property Manager” means Vitruvian Ventures LLC, the Sponsor.

“Prospective Investor(s)” means Accredited Investor(s) interested in the purchase of Class D Membership Units.

“Real Estate Commission Fee” means a commission paid to an Affiliate real estate agent representing Brown Acorn in the acquisition of the Property. The Real Estate Commission Fee was paid by the seller of the Property in an amount in line with market rates. Additional Real Estate Commission Fees may be paid to an Affiliate of Sponsor upon Brown Acorn’s sale of the Property.

“Register” means the records maintained by the Manager setting forth, with respect to each Member, the name, address, amount of Capital Contribution, and Percent Interest, and class of each Member and such other information as the Manager may deem necessary or desirable. The Register shall not be part of the Agreement. The Manager shall from time to time update the Register as the Manager shall deem necessary or advisable, including, without limitation, to reflect the admission of subsequent Members or increase in Percent Interest of Members. Subject to the terms of the Agreement, the Manager may take any action authorized hereunder in respect of the Register without any need to obtain the consent of any other Member. No action of any Member shall be required to amend or update the Register.

“Reserves” means all reserves established by the Manager in its sole discretion for Company purposes, including, but not limited to, operating expenses and other working capital needs, liabilities, and taxes.

“Sanctioned Country” or “Sanctioned Countries” means a country or countries identified by the U.S. Department of Treasury’s Office of Foreign Assets Control that is subject to a sanction.

“Sponsor(s)” means Vitruvian Ventures LLC (through its principal(s) David Morris, and Damion Lupo). Sponsor is also the Manager.

“Sponsor Loan” means the loan the Sponsors intend to make to the Company in addition to the third party loan/ mortgage loan the Company obtained to finance the purchase of the Property and the establishment of the Venture.

“Unrecovered Capital Contribution” means Investment Class Member’s initial Capital Contributions minus any return of capital made to such Investment Class Member. In this Offering, Sponsor has elected to treat quarterly distributions and distributions of Net Capital Proceeds as a return of capital. Therefore, quarterly distributions and made to Investment Class Members from Net Cash Flow from operations and distributions of Net Capital Proceeds shall reduce Investment Class Member’s Unrecovered Capital Contribution.

“Venture” means Brown Acorn and the FrameTec Ops, and their operations collectively and individually.

SUMMARY OF THE OFFERING

This summary of certain provisions of the Memorandum is intended only for a quick reference and is not intended to be complete. This Memorandum describes in detail numerous aspects of the transaction which are material to Prospective Investors, including those summarized below, and this

Memorandum and the accompanying Exhibits must be read in their entirety by reference to the full text of this Memorandum and the underlying documents.

The Offering	FrameTec Bravo LLC is offering an aggregate of up to 92,276 Class D Membership Units at a purchase price of $1,000 per Unit. The minimum investment is $100,000. Investment Class Members will own 30% of the Company, Class B Members will own 65% of the Company, and Class C Members will retain the remaining 5%. In this Offering, Manager is raising capital through the sale of Class D Membership Units to only Accredited Investors.
Purpose of the Offering	The purpose of this Offering is to construct the Plant through Brown Acorn and subsequently operate the Plant through FrameTec Ops. FrameTec Ops will produce the roof, wall, floor, and other framing elements for houses, apartments, and other buildings. Sources of capital will come through this Offering, third party loan(s), and the Sponsor Loan.
The Venture	The Property is located at Assessor # 507-12-011L Casa Grande, AZ 85122 in Pinal County (address not yet assigned). Once the Plant is constructed and the FrameTec Ops is operational, the intent is to run two shifts and at full capacity to produce the framing and truss components of one hundred and twenty (120) houses per week, six thousand (6000) per year.
Capital Commitment	$92,276,000.
Minimum Investment	$100,000.
Manager	Vitruvian Ventures LLC.
Property Manager	Vitruvian Ventures LLC.
Eligible Investors	The Company will accept only Accredited Investors. Investors may be entities, trusts, IRAs and other retirement plans.
Fees	Manager or its Affiliates shall collect and retain all accrued interest on all Company and Venture accounts and collect the following fees: (a) The Asset Management Fee. (b) The Capital Transaction Fee. (c) The Development Fee. (d) The Loan Guarantor Fee.

(e) The Land Acquisition Fee.

(f) The Real Estate Commission Fee.

(g) Accrued Interest on Company & Venture Accounts

Allocation of Benefits *Net Cash Flow From Operations*:

(a) First, 35% of the Net Cash Flow shall be distributed to Investment Class Members until the Investment Class Members' Unrecovered Capital Contribution is reduced to zero, with 12.84%of Net Cash Flow paid to Class A-1/ Class D-1 Members, 11.66% of Net Cash Flow paid to Class A-2/ Class D-2 Members, and 10.5% of Net Cash Flow paid to Class A-3/ Class D-3 Members; 65% of Net Cash Flow shall be paid to Class B Members; and 0% of Net Cash Flow to Class C Members.

(b) Second, once the Investment Class Members' Unrecovered Capital Contribution is reduced to zero, 30% of the Net Cash Flow shall be distributed to Investment Class Members with 11% of Net Cash Flow paid to Class A-1/ Class D-1 Members, 10% of Net Cash Flow paid to Class A-2/ Class D-2 Members, and 9% of Net Cash Flow paid to Class A-3/ Class D-3 Members; 65% of Net Cash Flow shall be paid to Class B Members; and 5% of Net Cash Flow to Class C Members.

Net Capital Proceeds From Sale or Refinance:

(a) First, 35% of the Net Capital Proceeds shall be distributed to Investment Class Members until the Investment Class Members' Unrecovered Capital Contribution is reduced to zero, with 12.84% of Net Capital Proceeds paid to Class A-1/ Class D-1 Members, 11.66% of Net Capital Proceeds paid to Class A-2/ Class D-2 Members, and 10.5% of Net Capital Proceeds paid to Class A-3/ Class D-3 Members; 65% of Net Capital Proceeds shall be paid to Class B Members; and 0% of Net Capital Proceeds to Class C Members.

(b) Second, once the Investment Class Members' Unrecovered Capital Contribution is reduced to zero, 30% of the Net Capital Proceeds shall be distributed to Investment Class Members with 11% of Net Capital Proceeds paid to Class A-1/ Class D-1 Members, 10% of Net Capital Proceeds paid to Class A-2/ Class D-2 Members, and 9% of Net Capital Proceeds paid to Class A-3/ Class D-3 Members;

	65% of Net Capital Proceeds shall be paid to Class B Members; and 5% of Net Capital Proceeds to Class C Members.
Risk Factors	The purchase of the Membership Units involves a high degree of risk to the Prospective Investor including certain risks relating to regulatory, operating, tax and investment matters. (See "RISK FACTORS.") A decision to invest in the Units should be reached only after carefully reading this entire Memorandum, including its Exhibits.
Operating Agreement	Each Prospective Investor will be admitted as a Class D Member of the Company pursuant to the terms of the Operating Agreement, which will be executed, upon the admission of the first Member to the Company, by the Class B Members.

QUALIFICATION AND SUITABILITY OF INVESTORS

Prospective Investors Must Be Accredited Investors

This Offering is limited to Accredited Investors only. Due to federal securities laws, Sponsor is required to take "reasonable steps to verify" accreditation status of each Prospective Investor prior to accepting the Prospective Investor into the Company. On most occasions, this may simply include a verification letter from Prospective Investor's certified public accountant. (Please use the template provided to you by Sponsors). If a Prospective Investors is unable to obtain such verification, then Sponsor will retain the services of a 3rd party licensed verification company to ensure that any sensitive financial information is not shared with Sponsors.

Specifically, the Company will require Prospective Investors to provide one or more of the following information to verify that a natural person who purchases securities in such offering is an Accredited Investor:

(1) Accredited Investors who wish to qualify based on the income test may be required to submit an Internal Revenue Service form that reports the purchaser's income for the two most recent years (including, but not limited to, Form W-2, Form 1099, Schedule K-1 to Form 1065, and Form 1040) and provide a written representation that he or she has a reasonable expectation of reaching the income level necessary to qualify as an accredited investor during the current year;

(2) Accredited Investors who wish to qualify based on the net worth test may be required to submit one or more of the following types of documentation dated within the prior three months and obtain a written representation from the purchaser that all liabilities necessary to make a determination of net worth have been disclosed:

(A) With respect to assets: bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, and appraisal reports issued by independent third parties; and

(B) With respect to liabilities: a consumer report from at least one of the nationwide consumer reporting agencies;

In order to comply with the net worth verification method provided under Rule 506, the relevant documentation must be dated within the prior three months of the sale of securities. If the documentation is older than three months, the Company may not rely on the net worth verification method but may instead determine whether it has taken reasonable steps to verify the purchaser's accredited investor status under a principles-based method of verification.

(3) The Company may also consider and request written confirmation from one of the following persons or entities that the potential investor has taken reasonable steps to verify that it is an accredited investor within the prior three months and has determined that such Prospective Investor is an Accredited Investor:

(A) A registered broker-dealer;

(B) An investment adviser registered with the Securities and Exchange Commission ("SEC");

(C) A licensed attorney who is in good standing under the laws of the jurisdictions in which he or she is admitted to practice law; or

(D) A certified public accountant who is duly registered and in good standing under the laws of the place of his or her residence or principal office.

Prospective Investor May Not Be a Bad Actor

Prospective Investors may be subject to additional information requests and certifications based on the SEC's "bad actor" rules that would disqualify securities offerings from the Rule 506 exemption if an issuer or other relevant persons have been convicted of, or are subject to court or administrative sanctions for, securities fraud or other violations of specified laws. Relevant persons includes "any affiliated issuer; any director, executive officer, other officer participating in the offering, general partner or managing member of the issuer; ***any beneficial owner of 20% or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power***; any promoter connected with the issuer in any capacity at the time of such sale; any investment manager of an issuer that is a pooled investment fund; any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with such sale of securities; any general partner or managing member of any such investment manager or solicitor; or any director, executive officer or other officer participating in the offering of any such investment manager or solicitor or general partner or managing member of such investment manager or solicitor."

Types of Investors

Prospective Investors may be individuals, entities, trusts, IRAs, or other retirement plans. Although the Employment Retirement Income Security Act of 1974 ("ERISA") generally states that benefit plans that own, in the aggregate, more than 25% or more of the Percentage Interest in the Company, may be subject to the "Plan Asset Rules" (which could subject the Company to additional fiduciary responsibilities and reporting requirements). Sponsors believe that the Company is not subject to the “Plan Asset Rules” or is exempt from them since the Company, among other things, is primarily engaged in the business of real estate investing.

1031 Tax-Deferred Exchange

Prospective Investors who are looking to exchange current real estate for Membership Units are not eligible for this Offering if they intend to use 1031 tax-deferred exchange proceeds as it is likely that the IRS will not consider the Membership Units a “like-kind exchange” as required under the Internal Revenue Code. However, if significant 1031 tax-deferred exchange proceeds are available from a Prospective Investor, Manager may elect to restructure the Offering in order to accommodate 1031 investors, subject to any limitations imposed by the Internal Revenue Service.

International Investors

The United States Department of Treasury’s Office of Foreign Assets Control (“OFAC”) keeps a list of “Specially Designated Nationals” or “Blocked Persons.” The Company may not and will not sell to any Prospective Investors found on these lists and will prohibit any resales or transfers to such designated individuals.

In addition, no Membership Units shall be offered or sold to any Prospective Investor who (i) is a person residing in a Sanctioned Country, (ii) is an organization controlled by a Sanctioned Country, (iii) is an agency of a Sanctioned Country, (iv) has 15% of its assets in the aggregate in a Sanctioned Country, and/or (v) derives more than 15% of its operating income from investments in, or transactions with Sanctioned Countries or “Specially Designated Nationals” or “Blocked Persons.”

AML- USA PATRIOT ACT

Federal law requires Manager to obtain, verify, and record information that identifies each Person who subscribes to the Offering. (See **Exhibit “B**”, **Prospective Purchaser Questionnaire**). This information will assist the Manager in ensuring that Prospective Investor in not engaging in any money laundering activities and assist the government in fighting the funding of terrorism.

Representations and Warranties

Investment in the Units involves substantial risk and is suitable only for persons of financial means who have provided for liquidity in their other investments. The representations made by, and the information provided by, each Prospective Investor will be reviewed to determine his, her or its suitability and eligibility, and the Company will have the unfettered right to refuse a subscription for Units if, in its sole discretion, it believes that the Prospective Investor does not meet the applicable suitability requirements or the Units are otherwise an unsuitable investment for the Prospective Investor.

Each Prospective Investor must also satisfy the Manager that the Prospective Investor can bear a total loss of investment. Manager will also require the Prospective Investors to represent that the Prospective Investors are acquiring the Units for investment and for their own account, and not with a view to resale or distribution. Prospective Investors are purchasing restricted securities and the resale of the Units is subject to extensive restrictions (see "RESTRICTIONS ON TRANSFER"). It is not expected that any public market for the resale of the Units will develop.

THE COMPANY

The Company was formed when its Articles of Organization were filed with the Wyoming Secretary of State pursuant to the Wyoming Limited Liability Company Act, as amended. The Company has yet to commence operations. The address of the Company shall be 11201 N Tatum Blvd #300-88203, Phoenix AZ 85028.

THE OFFERING

General

This Private Placement Memorandum describes an Offering to Prospective Investors of Class D Membership Units in FrameTec Bravo LLC, a limited liability company formed under the state laws of Wyoming. An aggregate of up to 92,276 Class D Membership Units are being offered for a purchase price of $1,000 per Unit, which along with the Class A Membership Units represents a thirty percent (30%) ownership in the Company. This Offering is underwritten at Ninety-Two Million Two Hundred Seventy Six Thousand dollars ($92,276,000). In the event any unforeseen circumstances arise, additional funds in excess of $92,276,000 may be required and will be issued at the sole discretion of the Manager. Sixty-five percent (65%) of the Company will be owned by the Sponsor and others, through one or more of its Affiliated entities. Five percent (5%) of the Company will be owned by the Class C members.

The Units are offered on a Best Efforts basis and is scheduled to close when all Class D Membership Units have been purchased or the Offering is closed at the sole discretion of the Manager. The Manager shall have the option to extend the Offering, if such extension is warranted. The minimum subscription, which will be accepted by the Company, will be for One Hundred (100) Class D Membership Units (i.e., a minimum total purchase price of $100,000). An additional investment may be made in increments of one (1) Unit or one thousand dollars ($1,000). The Manager retains sole discretion to allow a lower initial investment. The securities shall be considered sold to the Prospective Investors on the date Manager accepts and countersigns the Subscription Agreement attached hereto and funds are received by the Company.

In a previous offering, the Company raised $12,724,000 through the sale of Class A Membership Units. In this Offering, the Company is raising up to $92,276,000 through the sale of Class D Membership Units.

The day-to-day operations of the Company will be run by Vitruvian Ventures LLC, the Sponsor, and therefore the Prospective Investors will have no or extremely limited input in this Project. This is truly a passive investment for Class D Members.

The purpose of this Offering is to construct the Plant through Brown Acorn and subsequently operate the Plant through FrameTec Ops. FrameTec Ops will produce the roof, wall, floor, and other framing elements for houses, apartments, and other buildings. (See **Exhibit "D", Executive Summary**). There is no assurance these objectives can be obtained.

In addition to the proceeds of this Offering, the Sponsors intend to obtain a third party loan and to issue to the Company the Sponsor Loan to fund the Venture.

The Prospective Investors' initial cash contributions will be deposited into a segregated checking account. Upon execution of the Subscription Agreement by the Manager and receipt of the investment funds, the Class D Members will be admitted to this Company. All fees and compensation to the Manager and its Affiliates will be paid from the account, as well as reimbursable expenses relating to the Offering, including legal, accounting and printing costs.

Allocations and Distributions From Operations

All distributions made to Members will be based on a calendar year quarterly basis (January 1, April 1, July 1, October 1). Actual distributions will follow approximately forty-five (45) days following the conclusion of the calendar quarter.

Net Cash Flow shall be allocated and distributed as follows:

First, 35% of the Net Cash Flow shall be distributed to Investment Class Members until the Investment Class Members' Unrecovered Capital Contribution is reduced to zero, with 12.84% of Net Cash Flow paid to Class A-1/ Class D-1 Members, 11.66% of Net Cash Flow paid to Class A-2/ Class D-2 Members, and 10.5% of Net Cash Flow paid to Class A-3/ Class D-3 Members; 65% of Net Cash Flow shall be paid to Class B Members; and 0% of Net Cash Flow to Class C Members.

Second, once the Investment Class Members' Unrecovered Capital Contribution is reduced to zero, 30% of the Net Cash Flow shall be distributed to Investment Class Members with 11% of Net Cash Flow paid to Class A-1/ Class D-1 Members, 10% of Net Cash Flow paid to Class A-2/ Class D-2 Members, and 9% of Net Cash Flow paid to Class A-3/ Class D-3 Members; 65% of Net Cash Flow shall be paid to Class B Members; and 5% of Net Cash Flow to Class C Members.

Allocations and Distributions From Capital Transaction Event

Net Capital Proceeds from a Capital Transaction Event shall be allocated and distributed as follows:

First, 35% of the Net Capital Proceeds shall be distributed to Investment Class Members until the Investment Class Members' Unrecovered Capital Contribution is reduced to zero, with 12.84% of Net Capital Proceeds paid to Class A-1/ Class D-1 Members, 11.66% of Net Capital Proceeds paid to Class A-2/ Class D-2 Members, and 10.5% of Net Capital Proceeds paid to Class A-3/ Class D-3 Members; 65% of Net Capital Proceeds shall be paid to Class B Members; and 0% of Net Capital Proceeds to Class C Members.

Second, once the Investment Class Members' Unrecovered Capital Contribution is reduced to zero, 30% of the Net Capital Proceeds shall be distributed to Investment Class Members with 11% of Net Capital Proceeds paid to Class A-1/ Class D-1 Members, 10% of Net Capital Proceeds paid to Class A-2/ Class D-2 Members, and 9% of Net Capital Proceeds paid to Class A-3/ Class D-3 Members; 65% of Net Capital Proceeds shall be paid to Class B Members; and 5% of Net Capital Proceeds to Class C Members.

Depreciation

To the extent appropriate, the Company intends to accelerate depreciation and elect to use the cost segregation method of depreciation for land improvements and/or personal property associated with the Property. This will allow the Company to use a shorter depreciation schedule on some of the improvements and personal property.

In addition, to the extent possible, after consultation with the Company's certified public accountant, Sponsors intend to take losses (including, but not limited to depreciation) in proportion to their Class B Member ownership interest (i.e., 65%).

Exempt Offering

While this Offering is made to various parties, it is not a registered offering under federal securities laws. This Offering is being made pursuant to the private offering exemption of Section 4(a)(2) of the Act and/or Rule 506(c) of Regulation D promulgated under the Act. This Offering is also being made in strict compliance with the applicable state securities laws. Each Prospective Investor must represent that the Prospective Investor is acquiring the Membership Units for investment purposes only and not with a view to resale or distribution. All Units are offered subject to prior sale, when, as and if issued, and subject to the right of the Manager to reject any subscription in whole or in part. The Company will only sell Units to persons meeting its suitability standards, which the Company's Manager may determine in its sole and absolute discretion.

BUSINESS DESCRIPTION

The purpose of this Offering is to construct the Plant through Brown Acorn and subsequently operate the Plant through FrameTec Ops as outlined in the Company's Business Plan attached as **Exhibit "D"**.

The Company will be the single member of two single member limited liability companies: FrameTec Ops and Brown Acorn. Brown Acorn holds title to the Property. FrameTec Ops will lease the Property from Brown Acorn and operate the Plant.

MANAGER

The Class B Members may appoint the Manager of the Company to supervise day-to-day operations of the Company. In no instance shall there be less than one Manager. The Class B Members have chosen Vitruvian Ventures LLC, the Sponsor(s), to be the Manager of the Company. As such, the Manager has the power and authority, on the Company's behalf and in its name, to manage, administer, and operate the Company's day-to-day business affairs, and to do or cause to be done on behalf of the Company anything necessary or appropriate for the same, including but not limited to the powers and authority set forth in the Operating Agreement. The Manager's power and authority is subject to the limitations set forth in the Agreement. The Manager shall serve as Manager until resignation or its successors are appointed by the Members as provided in the Agreement.

COMPENSATION AND FEES TO THE MANAGER AND AFFILIATES

The Company shall reimburse the Manager for any direct funds or expenses advanced by it prior to or after formation of the Company to the extent that such expenses are incurred or paid directly on behalf of the Company.

The Manager and its Affiliates shall be entitled to collect the following fees:

(a) The Asset Management Fee.

(b) The Capital Transaction Fee.

(c) The Development Fee.

(d) The Loan Guarantor Fee.

(e) The Land Acquisition Fee.

(f) The Real Estate Commission Fee.

(g) Accrued interest on Company & Venture accounts

As noted in the Offerings section above, Class B Members, Affiliates of Sponsor(s), will also participate in the distribution of Net Cash Flow and Net Capital Proceeds.

SELLING AGENT

Units are being offered directly through the Company. No commissions of any kind will be paid to selling agents or brokers.

MANAGEMENT OF THE PROPERTY

Manager will manage the Property.

RISK FACTORS

The purchase of the Membership Units involves a high degree of risk to the Prospective Investor including certain risks relating to regulatory, operating, tax and investment matters. Prospective investors for Membership Interests in the Company should give careful consideration to the following risk factors contained herein. An investment in the Company for a Membership Interest involves risk and is suitable only for persons of financial means who have no need for liquidity in investments and who can afford the possible loss of their entire investment. Prospective Investors should consult with their own professional advisor(s) to carefully consider the following factors, the Operating Agreement, and the Company.

Risks Related to the COVID-19 Coronavirus Worldwide Pandemic

On March 11, 2020, the World Health Organization declared the COVID-19 coronavirus outbreak a worldwide pandemic (the "Pandemic"). On March 13, 2020, then President Trump declared a national emergency in the United States. Various cities and States followed and declared emergencies, which for many cities and States are still in effect around the country to this day. As a result, the Pandemic and the reactions of various governments and citizens continue to cause (and any future outbreaks of the coronavirus disease may cause) massive disruptions in economies, financial markets, supply chains, businesses and daily life on a worldwide scale never seen in recent history. Such disruption may continue for an extended period or indefinitely, may lead to a recession or depression in the United States and/or globally, and may adversely impact the Company. In some areas in the United States, the Pandemic continues to cause a near total cessation of all non-essential economic activities. Many businesses continue to temporarily suspend operations and lay off employees. In the United States, persons have been diagnosed with COVID-19 in each of the 50 states. While the Company has a business continuity plan, it may be materially affected by the Pandemic. The Pandemic and reactions by governments and citizens, and the impact of the Pandemic and such reactions on businesses and the economy, are creating and are likely to continue to create various issues for the economy that are impossible to fully predict or list here but all or many could, and are likely to be, material, with such likelihood of materiality increasing the longer the duration of the Pandemic (and whether or not there is a recurrence of coronavirus even after the current Pandemic improves). The Pandemic may worsen substantially before it improves, and the entirety of the United States will continue to be impacted. There is little certainty as to when the Pandemic will completely abate, or to what extent the United States economy will recover from the disruption caused by the Pandemic. In addition to the severe impact of the Pandemic on financial markets and economies, other things that may impact the Company in connection with the Pandemic include the continued closure of courts and state governments. The closure of certain businesses or limitations in the ability of certain businesses to function, as well as declarations of states of emergency, and "shelter at home" measures in certain areas, have and could continue to affect the ability of the staff of the Manager, and/or applicable property managers to function properly. A reduction in liquidity and increase in volatility in financial markets could affect the valuation of real estate, the health of the Company's financing partners or other persons necessary for the Company to implement its strategy and the ability to find third party financing. Also, key executives and staff members of the Manager and/or Sponsors could become infected with COVID-19, develop symptoms, and not be able to work, or not be able to work effectively.

Real Estate Risks

Risks of Real Estate in General

The risks and benefits of investment in real estate depend upon many factors over which the Company has little or no control, including, without limitation, (i) changes in the economic conditions in the country in general, and in the area in which the Property is located, which changes could give rise to a decrease in local demand, an increase in local supply of land, an increase in unemployment, a change in the characteristics of the area in which the real property is located, and restrictive governmental regulation. This risk includes the risk of a severe economic downturn, similar to the last downturn in 2008, which could affect real estate values significantly to the downside, (ii) various uninsurable risks, (iii) increases in the costs in excess of the budgeted costs, and (iv) the continuing advance of certain provisions of the federal, tax laws, (iv) government zoning or regulatory changes that could limit the Company's expansion plans, and (v) on-site utility failures that could cause the Company to close certain facilities.

Due Diligence

The due diligence process may not have revealed all material defects affecting or may not have revealed all weaknesses present with the Property. There can be no assurance that the due diligence processes uncovered all material facts that about the Property. The Manager has assessed the strength of the Property and any other factors the Manager believed to be material. In making the assessment and otherwise conducting customary due diligence, the Manager relied on the resources available and, in some cases, investigations by third parties. There can be no guarantees that the due diligence process uncovered all necessary, pertinent or material facts, including negative facts, regarding the Property.

Economic Uncertainties

The success of the Company will depend upon certain factors, which are beyond the control of the Manager and cannot be predicted accurately at this time. Such factors include general and local economic conditions, increased competition, increased construction costs, changes in demand, issues with supply chains, and limitations, which may be imposed by government regulation. Prospective Investors should also be aware that if the Company experiences liquidity constraints, the Members may find it prudent or necessary to fund deficits that are not funded from company receipts and therefore made available to the Company to provide any required funds to meet such deficits in order to protect their investment in the Company. The Members, however, would not be under any legal obligation to pay such additional funds.

Environmental Hazards

If the Property contains or becomes contaminated with, toxic or hazardous substances, the value and the marketability of the Property will decrease and it may impact the overall investment in the Company. Additionally, the Company could incur significant costs in fines and clean-up costs associated with such hazardous substances. While the Manager will make reasonable investigations into whether the Property contains toxic or hazardous substances, these investigations will not guarantee that the Property is free of toxic or hazardous substances, nor can the Manager ensure that the Property will not become contaminated with toxic or hazardous substances subsequent to the investment.

The operation of the Plant may add to this risk due to certain materials and chemicals that may be used in the manufacturing process. Environmental and health impacts could also prevent the workforce from operating at the desired capacity, thus decreasing productivity and profitability.

Change in the United States Government Lending Policy

Fannie Mae and Freddie Mac are a major source of financing for the commercial real estate sector. In February 2011, the Obama Administration released a report to Congress that included options, among others, to gradually shrink and eventually shut down Fannie Mae and Freddie Mac. We do not know whether the current administration or future administrations would continue with this restriction. We do not know when or if Fannie Mae or Freddie Mac will restrict their support of lending to the real estate sector or to the Company in particular. A final decision by the government to eliminate Fannie Mae or Freddie Mac, or reduce their acquisitions or guarantees of our mortgage loans, may adversely affect interest rates, capital availability and the ability to refinance any existing mortgage obligations as they come due.

Natural Disasters

The occurrence of one or more natural disasters, such as tornadoes, hurricanes, fires, floods, hailstorms, outbreaks, earthquakes, unusual weather conditions, epidemic outbreaks such as Ebola, Zika, Covid-19 virus or measles, terrorist attacks or disruptive political events in certain regions where the Property is located could adversely affect the Property and result in lower revenues. Natural disasters including tornadoes, hurricanes, floods, hailstorms and earthquakes may damage our operations, which may materially adversely affect our consolidated financial results. Any of these events could have a material adverse effect on the Company’s financial condition and the results of operations.

Additional factors that may adversely affect the operation of the Venture include but are not limited to (i) inability to increase rent as expenses increase, (ii) unanticipated expenses or expense increases, (iii) Necessity to make more capital improvements than projected, and (iv) The inability to sell the Venture for the projected sale price.

Competition

The Company will compete with other owners and operators of similar businesses in the same market in which the Property is located. The number of competitive businesses in a particular area could have a material adverse effect on the ability to operate the Company or its subsidiaries for profit.

Operating Risk

Company has No Operating History

Although the Company's Management and Advisors each have prior business experience and have formed and operated prior companies, the Company itself is a relatively new entity with no significant operating history to evaluate with respect to the economic and operational risks of a proposed investment in the Company. In addition, Prospective investors can be provided with no assurances that an investment in the Company will be successful.

Results of Operations - Possible Operating Deficits.

Pursuant to this Offering, the Company is raising capital of up to $92,276,000 payable in full upon subscription. It is not anticipated that the Company or the project will require additional capital beyond that mentioned above, however, there is no assurance that these funds will be adequate. This Offering is based upon projected results, which may be greater than results obtained from actual operations. Actual results may differ adversely for a number of reasons; following the purchase, the Company may be subject to rising operating costs, fluctuating demand levels, labor shortages, material and supply shortages, and consumer and employee litigation. These factors could also affect the operation of the Company. If operating income is substantially less than projected, and additional cash requirements are necessary and such funds are not provided by the Members or by outside financing, the Project could go into default and be foreclosed.

Profitability

The Company is a newly formed entity, which had no operation prior to this Offering. There can be no assurance that the Company will operate profitably in the future.

Market Demand

The Sponsor's financial projections are based on analysis of current demand and economic conditions. There is no guarantee that the same demand or economic conditions will exist at the time operations of the Venture begins or when the Sponsor plans to refinance or sell the Venture.

Distributions

The Company does not promise distributions of specific amounts to the Members. The availability of cash for distributions will depend on market factors outside of the Manager's control. Furthermore, the availability of distributions and, the timing thereof will be determined at the sole discretion of the Manager. In addition, upon sale or refinance, the Sponsor will first return the Prospective Investor's Unrecovered Capital Contribution. Sponsor has elected to treat distributions from Net Cash Flow and Net Capital Proceeds as a return of capital, meaning the monthly cash flows and Net Capital Proceeds will reduce Investment Class Members' Unrecovered Capital Contribution. Therefore, upon the sale or refinance of the Property or Venture, when returning capital to Investment Class Members, the Unrecovered Capital Contribution is expected to be significantly lower than the Investment Class Members' initial Capital Contribution.

Likelihood of Success-Business Risks

The likelihood of success of the Company must be considered in the light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with the acquisition, operation, improvement and sale of real estate in general, and the Venture specifically. There can be no assurance the Company will be able to operate, improve or sell the Venture, or that the Company will be able to achieve profitability.

Risk of Interpretation of Real Estate Documents and Agreements

There are certain risks in connection with any real estate acquisition and financing resulting from the drafting and subsequent interpretation of mortgages, deeds, leases, purchase agreements, management contracts, franchisee agreements, etc. Any documents describing the Venture or the legal relations thereto could be subject to various interpretations and potential disputes. While legal counsel will review certain legal documents, it is impossible to prevent and be secured against such various differing interpretations.

Risks of Real Estate Ownership

Real estate is not readily marketable. It is fixed in location and is subject to adverse social and economic changes and uses, rising operating costs, construction-related deficiencies, vacancies and collection difficulties. Operating expenses may increase beyond the rent levels obtainable by the Company or rental income may decline due to vacancies, which can be the result of improper management or a change in the social patterns in the area. Furthermore, the Plant is a highly sophisticated manufacturing facility. The unique nature and function of the Plant could limit the demand for the Property in the event the Company needs to sell it.

Results of Operations - Possible Operating Deficits.

Pursuant to this Offering, the Company is raising capital of up to $92,276,000 payable in full upon subscription. It is not anticipated that the Company will require additional capital beyond that mentioned above, however, there is no assurance that these funds will be adequate. This Offering is based upon projected results, which may be greater than results obtained from actual operations. Actual results may differ adversely for a number of reasons. Following the purchase, the Company may be subject to rising operating costs, fluctuating market demand, shortage of materials and supplies needed for manufacturing, supply chain delays getting supply and equipment to the Property, restrictions and adverse economic and social events. These factors could also affect the operation of the Company. If operating income is substantially less than projected, and additional cash requirements are necessary and such funds are not provided by the Members or by outside financing, the Project could go into default and be foreclosed.

If additional capital is needed, the Manager may seek additional capital contributions from the Company, and/or the other Members. If they fail to contribute sufficiently, the Manager expects to sell interests in the Company to new Prospective Investors or other investors, which would result in dilution of the interest of the existing Members. The Class B Members may loan funds to the Company from time to time on an interest only basis with principal payments deferred. Any such loans will bear interest at the rate of 10% per annum with interest accrued monthly in arrears. The Manager may also procure additional funds through loans from an affiliate or outside sources.

Risk of Financing and Potential Foreclosure on Mortgage Loan

A mortgage loan will likely secure the Venture. The risk of foreclosure can arise from, among other things: (i) the failure of the Property at any time to maintain revenue levels sufficient to meet expenses and mortgage amortization (specially, but not limited to, during an economic downturn), and (ii) the failure by the Company to meet any of the other various conditions existing in the mortgage loan documents. Payment of principal and interest on the mortgage loan will be due on a monthly basis. It is anticipated that these payments will be met from income generated by the Property. No assurance can be given that the Property will generate sufficient income to meet the monthly payments.

Dependence Upon Issuer

The Manager has full discretion in the management of the Property and in the management and control of the affairs of the Company, including the authority to sell less than all or substantially all of the Company's assets for whatever consideration it deems appropriate. Except upon the sale of all or substantially all of the Company's assets, the sale of such assets will not result in the dissolution of the Company. The sale of all or substantially all of the Company's interests will result in the dissolution of the Company. The success of the operations of the Company will be dependent in large measure on the judgment and ability of the Manager.

Reliance on Manager for the Management of the Venture

The Manager is vested with the exclusive authority as to the management and conduct of the business and affairs of the Company. The success of the Company depends, to a large extent, upon the management decisions made by the Manager. The Company will be dependent upon the experience and expertise of the Manager in Project business activities. In the event the Manager cannot serve as manager for the Company for any reason, experienced management may not be readily available, and the Company may be negatively affected. The Company will make best efforts to obtain a "key man" life insurance policy for the principals of the Manager, however there is no guarantee this will be accomplished.

Uninsured Losses; Cost of Insurance

Although the Manager may arrange for certain insurance coverage to the extent that doing so is reasonable, costs of insurance may escalate beyond those anticipated, or certain kinds of losses may be uninsurable or may exceed available coverage. In the event of an uninsured loss, Members may recognize a loss of all or a portion of their investment. Manager may also obtain errors and omissions insurance that the Company may proportionally pay for to cover any errors and omissions by the Manager in connection with the Property, Venture, and/or Project.

Financing Requirements

The Company's investment in the Property may depend, in part, upon the successful acquisition and/or assumption of debt financing secured by the specific Property. There can be no assurance that such financing can be obtained or that the current loan terms obtained by the Company will be guaranteed before the close of escrow. If the proceeds from this Offering are not sufficient the Manager may, in its sole discretion, seek financing from other sources including but not limited to loans from lending institutions, loans from Members and/or Affiliates, Hard Money Loans, Bridge Loans or other alternative sources. Such additional financing may be secured by the Property and may also command high interest rates relative to the market rates. If this were to occur, it could affect overall returns to Members due to the increased debt service payments. Furthermore, the risk of foreclosure could be increased if net income from the Venture is not sufficient to cover the additional debt service payments. There can be no assurance that such financing, if needed, can be obtained, or that it can be obtained on favorable terms.

Construction Cost Increase

The estimated total cost for improvements of the Property may increase due to unforeseen circumstances including but not limited to labor shortages and productivity issues, health and safety hazards, subcontractor default and change orders, and subcontractor supplies and equipment price increases. In such an event Company may not obtain its forecasted Net Cash Flow and Prospective Investors would not receive their targeted returns.

Effect of Market Conditions on Holding Periods

Determining when the Property should be sold will be made by the Manager in its sole discretion with consideration of relevant factors including existing economic conditions in real estate and capital markets. There is a risk that at the time of the projected sale, the marketplace may differ from that which was projected. This may require the Property to be held longer than anticipated, or sold at a loss. Despite the Manager's projections, a Prospective Investor should be prepared to leave their invested capital with the Company until the Property is sold.

Labor Shortages

A substantial number of employees will be needed to run and operate the Venture. National labor supply has decreased over the past few years. There is a risk that the Venture will be unable, at times, to operate the Venture to the intended capacity due to labor shortages. There is risk of the employees creating or joining a labor union. This could lead to higher wages or less productivity of the workforce. There is also risk of strikes. All these risks could decrease the amount of product the Venture is able to manufacture thus decreasing revenues and profitability. Moreover, there is always the risk of employees unionizing and or labor strikes.

Employment litigation

While the Company maintains and operates the Venture, there will be a risk of employment litigation. At any time, the Company will be at risk of number of lawsuits including workers comp, discrimination, sexual harassment, and breach of state and federal labor laws, ect. Moreover, the operations of the Plant could create high levels of risks such as: human injury, illness, or death; all of which could expose the Company to added litigation risks. Added cost of litigation, settlements, and adverse judgments could negatively impact the overall profitability of the Company.

Consumer/ Customer litigation

The Company's products will be used in the construction of buildings. There is always a risk of a manufacturing defect, or claim thereof, which could expose the Company to lawsuits from consumers and customers. Added cost of litigation, settlements, and adverse judgments could negatively impact the overall profitability of the Company.

Unproven Concept

The Plant is the second of its kind. Although Sponsors believe this Plant creates a unique opportunity, there is also heightened risk in that the Plant is an unproven concept. This will only be the second time a Plant such as this has been developed or operated. There will likely be unexpected and unforeseen obstacles associated with the construction and operation of the Plant. All of this could decrease the overall efficiency of operations and thus decrease revenues and profitability.

Supplies and Material Shortages

The Venture will rely on a substantial amount of materials and supply to manufacture the frame products. The recent global pandemic has put a strain on global supply chains making it more difficult for many businesses and consumers to acquire the products and materials desired. Continued or new supply chain issues could lead to decreased operations due to a lack of material. This could decrease productivity and profitability.

Terrorism and Cybercrime

Terrorist attacks may negatively affect the Company's operations. There can be no assurance that there will not be further terrorist attacks against the United States, or United States businesses. These attacks or armed conflicts may directly impact the value of properties through damage, destruction, loss of revenues, and/or increased security costs and insurance costs. Risks associated with potential acts of terrorism could sharply increase the premiums charged for insurance coverage against property and casualty claims. The Company does not intend to obtain insurance that specifically covers against losses arising from terrorism. As a result, the Company may suffer uninsured losses as a result of terrorism. More generally, terrorist attacks, war, or political instability could result in increased volatility in, or damage to, the United States and worldwide financial markets and economy, which could have a material adverse effect on interest rates, values of assets generally, and the Company's operating results and financial condition, as well as its ability to pay distributions. Furthermore, cybercrime has become an increasing threat to all businesses. Manufacturing, like many businesses, is susceptible to cybercrime including theft of intellectual property, and disrupting operations. A cybercrime event could result reduced production and reduced revenue.

Loans and Additional Capital

If the Company, or either of its subsidiaries, is in need of capital for any reason the Company and its subsidiaries may take loans as needed to fund the Venture. If the Company is unable to borrow on favorable terms, the Company may endeavor to offer additional investment into Company, under such terms and conditions as it deems advisable.

Securities Risks

This Offering has not been registered and relies on an exemption to registration

This Offering has not been registered under the Securities Act of 1933, as amended, in reliance on the exceptive provisions of section 4(a)(2) of the 1933 Act and Regulation D promulgated thereunder. Similar reliance has been placed on exemptions from securities registration requirements under various state securities laws. There is no assurance that the offering presently qualifies or will continue to qualify under such exceptive provisions due to, among other things, the adequacy of disclosure, the manner of distribution of the offering, the existence of similar offerings conducted by the Company, or the retroactive change of any securities or regulations. If suits for rescission are brought against the Company under the Act or laws, both capital and assets of the Company could be adversely affected. Further expenditure of Company time and capital in defending an action by investors, the Securities Exchange Commission, or state regulators, even if the Company is ultimately exonerated, could adversely affect the Company's ability to profitably operate the Venture.

Limited Transferability

As a consequence of the restrictions on subsequent transfer imposed by the exemptions to registration that the Company is relying on, the Units may not be subsequently sold, assigned, conveyed, pledged, hypothecated or otherwise transferred by the holder thereof, whether or not for consideration, except in compliance with the Act and applicable state securities laws. The Prospective Investor will receive restricted securities that, generally, will require a minimum hold period of twelve (12) months. There will be no public market for the Units following termination of this Offering and it is not expected that a public market for the Units will ever develop.

In addition, the Operating Agreement places restrictions on the transfer or assignment of the Units. Any Member who desires to transfer a Unit in the Company in accordance with the terms of the Agreement will nevertheless be prohibited from transferring said Unit except in compliance with all applicable federal and state securities laws. Accordingly, Members of the Company should be prepared to remain Members until the termination of the Company.

Lack of Liquidity

There is no present market for the Units, and no such market is anticipated. Further, there can be no assurance that a market for the Units will develop or, if such market develops that it will continue. Further, there are restrictions on transfer of the Unit in the event that a market develops for the Company’s Units. Accordingly, an investment in the Units will not be liquid and there can be no assurance that the Units offered hereby can be resold at or near the Offering price and, in fact, purchasers of the Units may be unable to resell them for an indeterminate period of time.

Purchase of Units by Sponsor

In the event all Class D Units are not sold by closing of the Offering, Sponsor or its Affiliates may, but is not obligated to, purchase any unsold Class D Units, as a placeholder, which will then be continued to be offered by the Company after the close of the Offering. These purchases, if they occur, will be on the same terms and conditions as any other Investor for investment and not for resale. As unsold Class D Units are sold, Sponsor or its Affiliates shall have the right to redeem the purchased units for the same purchase price.

Special Risks of the Company Form and Membership Units

Liability for Return of Capital Contribution

Under Federal and/or State law, a Member who receives a return of any portion of the capital contribution to the Company may be liable to Company for the amount of the returned portion of the capital contribution, plus interest only to the extent necessary to discharge the Company's liabilities to creditors who extended credit to the Company or whose claims arose during the period the returned portion or capital contribution was held by the Company.

No Right to Manage

A Member is not permitted to take any part in management or control of the business or affairs of the Company except as specifically provided for in the Operating Agreement. The Agreement vests exclusive control and management of the Company in the Manager as a result of which, the Members have no right to participate in the management of the Company except for only those matters which are specifically reserved in the Agreement to require a vote of the Members. Accordingly, the Company will be totally dependent on the Manager and its Affiliates to manage the business of the Company. Accordingly, the success of the Company's business will depend in large upon the expertise of the Manager. Removal of the Manager is permitted only under certain limited conditions as set forth in the Agreement.

Limitation of Manager’s Liability

The Manager, its Affiliates, officers, shareholders, directors, employees, and agents will not be liable to any Member, and the Company will indemnify the foregoing against any and all liabilities, or damages, including attorney fees incurred by them by virtue of the performance any of them of the duties of the Manager acting as Manager in connection with Company's business, so long as such person acted within the scope of its, his, or her authority and in good faith on behalf of the Company, but only if such course of conduct does not constitute gross negligence, fraud, and/or willful or intentional misconduct. Under the terms of the Operating Agreement, the Manager, its Affiliates, and their officers, shareholders, directors, employees and agents will not be liable for any loss or damage to Company property caused by any occurrence beyond the control of the Manager. A Member may have a limited right of action against the Manager than would be available absent indemnification provisions contained in the Agreement.

No Business Appraisal of the Units

The Offering price per Unit was unilaterally and arbitrarily determined by the Manager based upon acquisition costs, estimated operating expenses, estimated fees to be paid and estimated offering expenses. However, the Manager believes the purchase price to be on competitive terms.

No Assurance of Return of Invested Capital

Any return to the Members on their capital contribution will be dependent upon the ability of the Manager. Such ability will be determined in part, upon economic factors and conditions beyond the control of the Manager.

Adequacy of Capital and Reserves

An adequate amount of capital is necessary for success of the Company. In the event there are cost overruns or delays, further capital may be necessary.

Tax Risks

General

There is no general explanation of the federal income tax aspects of investment in the Company contained in this Memorandum. No representation or warranty of any kind is made by the Manager, the Company, counsel to the Manager or the Company with respect to any tax consequences relating to the Company, or the allocation of taxable income or loss set forth in this Memorandum or the Operating Agreement and each Prospective Investor should seek his own tax advice concerning the purchase of a Membership Unit.

Suitability of the Investment to the Investor

It is expected that the Company will produce taxable income to its Prospective Investors. Because of the 1986 Reform Act, in the event a taxable loss is produced by the Company in any year, such loss will be available to a Prospective Investor only to the extent of the Prospective Investor's passive income from other sources. Unutilized tax losses may be carried forward into subsequent years to offset future passive income or offset taxable gain upon disposition of the Company's assets.

Federal Income Tax Risks

i *Necessity of Obtaining Professional Advice*. THERE IS NO GENERAL EXPLANATION OF THE FEDERAL INCOME TAX ASPECTS OF INVESTMENT IN THE COMPANY CONTAINED IN THIS MEMORANDUM, AND ACCORDINGLY,

EACH INVESTOR IS URGED TO CONSULT SUCH INVESTOR'S OWN TAX INVESTMENT AND LEGAL ADVISORS WITH RESPECT TO SUCH MATTERS AND WITH RESPECT TO THE ADVISABILITY OF INVESTING IN THE COMPANY. The income tax consequences of an investment in the Company are complex, subject to varying interpretations, and may vary significantly between Prospective Investors depending upon such personal factors such as sources of income, investment portfolios and other tax considerations. A Prospective Investor should consider with Prospective Investor's professional advisors the tax effects of Prospective Investor becoming a Member. Each Prospective Investor should, at Prospective Investor's own expense, retain, consult with and rely on Prospective Investor's own advisors with respect to the tax effects of Prospective Investor's investment in the Company. In addition to considering the federal income tax consequences, each Prospective Investor should also consider with Prospective Investor's own advisors the state and local tax consequences of an investment in the Company.

No representation or warranty of any kind is made by the Manager, the Company, counsel to the Manager or the Company with respect to any federal, state or local tax consequences resulting from an investment in the Company, and no assurances are given that any deduction or other federal income tax benefits will be available to Members in the Company in the current or future years relating to the Company, or the allocation of taxable income or loss set forth in this Memorandum or the Operating Agreement.

ii *Tax Law Changes*. The existence and amount of particular credits and deductions, if any, claimed by the Company may depend upon various determinations and allocations, characterizations of payments, and other matters which are subject to potential controversy on factual as well as legal grounds. Changes in the tax code and official interpretations thereof after the date of this Memorandum may eliminate or reduce any perceived tax benefits from an investment in the Units. There can be no assurance that regulations having an adverse effect on the Members will not be issued in the future and enforced by the courts. Any modification or change in the tax code or the regulations promulgated thereunder, or any judicial decision, could be applied retroactively to any investment in the Company. In view of this uncertainty, Prospective Investors are urged to consider ongoing developments in this area and consult their advisors concerning the effects of such developments on an investment in the Company in light of their own personal tax situations.

iii *Absence of Ruling or Opinion*. The Company will not seek a ruling from the IRS or an opinion of counsel with respect to any tax matters described in this Memorandum.

iv *Risk of Audit*. Information returns filed by the Company are subject to audit by the IRS. An audit of the Company's returns may lead to adjustments of a Member's return with respect to items other than those relating to the Member's investment in the Company, the costs of which would be borne by the affected Members. The tax treatment of items of partnership income, loss, deductions, and credits is determined at the partnership level in a unified partnership proceeding, and Damion Lupo as the "Tax Matters Member" of the Company, may, under certain circumstances, represent and bind all of the Members. Any adjustment made to the Company's or a Member's return could result in the affected Members being subject to an imposition of interest, additional taxes and penalties.

Investment by Tax-Exempt Entities

Tax-exempt entities, such as pension funds and individual retirement accounts, generally are exempt from taxation except to the extent that "unrelated business taxable income" ("UBTI") and "unrelated debt financed income" ("UDFI") (determined in accordance with Sections 511-514 of the Code) exceeds $1,000 during any tax year. A tax-exempt entity may have UBTI and/or UDFI from businesses in which it owns an interest. In addition, it may have UBTI and/or UDFI if a partnership in which it has an interest (i) owns "debt-financed property", that is, the property in which there is "acquisition indebtedness" (in accordance with Section 514(d) of the Code), and the partnership earns interest income from the debt-financed property or realizes gains or losses from the sale, exchange or other disposition of the debt-financed property, or (ii) regularly carries on a trade or business. In addition, UBTI and/or UDFI may be generated when an IRA holds an interest in real estate which obtained financing (such is the case with the Company). The portion of the profit realized through the debt financing may be subject to UBTI and/or UDFI tax. The Company expects that all or substantially all of the Company's income will constitute UBTI and/or UDFI with respect to a tax-exempt entity. The Code does not impose restrictions on the acquisition of interests in partnerships, such as the Company, by tax-exempt entities. However, the acquisition of such an interest may result in a tax- exempt entity being subject to UBTI and/or UDFI. *If you are investing through an IRA or 401k, please consult your accountant and financial consultant for an evaluation of UBTI and/or UDFI as applied to your investment.*

Business Plan Disclosures

General

The Business Plan attached as **Exhibit "D"** contains numerous forward-looking statements and financial projections and forecasts. These estimated projections are based on numerous assumptions and hypothetical scenarios and Sponsor explicitly makes no representation or warranty of any kind with respect to any financial projection or forecast delivered in connection with the Offering or any of the assumptions underlying them.

Cost Segregation Analysis

Sponsor outlines potential tax benefits involving bonus depreciation following a cost segregation. Please check with your tax and legal professional as Sponsor does not provide tax or legal advice and the Sponsor disclosures are not intended to or should be construed as such advice. Your specific circumstances may, and likely will, vary.

The Market

The Business Plan makes several claims relating to the U.S. housing market, including housing supply shortage and high level of demand. There can be no guarantee that such conditions will remain favorable or that the favorable market conditions, if they continue, will ensure the success of the Project and/or the Company.

Past Performance is No Indication of Future Success

In many instances, Sponsor has addressed in its Business Plan (attached as **Exhibit "D"**) prior performance of and experience of Plant designers and operations team members. Although important for purposes of evaluating the Sponsor and market, past performance and experience is not an indication of future success and there are no assurances that this investment will succeed.

Financial Projections

In the Business Plan, Sponsor discusses several projections, including projected returns on investment. These projections are targets that the Sponsor will pursue and there are no assurances that these targets will be met. These projections are based, in part, on certain estimates and assumptions the Sponsor has made including the time it will take to develop the Plant and commence operations. Additional assumptions have been made concerning the estimated sales price. A variety of factors could cause results to differ materially from projections and could cause the Company to surcharge its working capital budget, miscalculate demand, underestimate cost of operations, or overvalue the Property. Investors are given no assurance that actual results will correspond with the projections.

CONSULT YOUR OWN ATTORNEY, ACCOUNTANT AND/OR FINANCIAL CONSULTANT FOR AN EVALUATION OF THE MERIT OF AND THE RISK INHERENT IN THIS INVESTMENT. EACH PROSPECTIVE INVESTOR IS RESPONSIBLE FOR ANY FEES OR CHARGES INCURRED IN CONNECTION WITH SUCH AN EVALUATION.

PROJECTED SOURCES AND USES OF CASH

Please review the projected sources and uses of the proceeds raised from this Offering, fees to Sponsor, and the pro forma as described in the Business Plan **(Exhibit "D")**.

DISTRIBUTIONS TO MEMBERS

This Memorandum contains estimates which have been prepared on the basis of assumptions and hypotheses favorable to Prospective Investors solely for the purpose of illustration and which have not been passed on by counsel or other professional advisors to the Company. (See "RISK FACTORS.")

No representation or warranty of any kind is or can be made with respect to the accuracy or completeness of, and no representation or warranty should be inferred from, these estimates or the assumptions underlying them.

Each Prospective Investor should consult their own tax counsel, accountants and other advisors as to the tax matters and economic benefits set forth herein. No part of this Memorandum or the attachments hereto is, or should be interpreted as legal, tax or investment advice.

Limitations on Cash Distributions.

The Manager is authorized to retain funds necessary to cover the Company's reasonable business needs, which may include reserves against possible losses and expenditures as may be necessary.

Allocations of Taxable Income, Gains and Losses from Operations, and Net Cash Flow, Etc.

To the extent advantageous to the Members and permitted by applicable law and regulations, the Company and Manager intend to seek the most favorable tax treatment for all expenditures of the Company. The Manager will cause the Company's tax returns to be prepared and filed on such basis as utilized in preparing the financial projections; provided, however, that such methods are, in the opinion of the Manager, in accordance with generally accepted accounting principles and/or current Internal Revenue Service Rules and Regulations and, if conflicting, whichever the Manager deems applicable.

In the event of a transfer of a Unit permitted by the Operating Agreement, such transferee, when admitted to the Company as a Member, shall be allocated income, gains, losses, deductions, credits and cash distributions in accordance with his Unit.

For specific distributions and allocations, please see OFFERING section above.

NO TAX RULING

The Company will not seek a ruling from the Internal Revenue Service (the "IRS") as to any aspects of the Offering and will rely on the opinion of the Manager and its legal counsel with respect to its classification as a limited liability company for federal income tax purposes. (See "RISK FACTORS - TAX RISKS.")

OPERATING AGREEMENT

Each Prospective Investor will be admitted as a Class D Member of the Company pursuant to the terms of the Operating Agreement, which will be executed, upon the admission of the first Member to the Company, by the Manager(s). Various references to the Operating Agreement are contained in this Memorandum, but such references do not purport to be complete descriptions of the provisions of the Agreement. Prospective Investors and their advisor(s) should read the entire Operating Agreement.

CONFLICTS OF INTEREST

The Company is subject to various substantial existing and/or potential conflicts of interest arising out of its relationship with the Manager and/or its Affiliates. These conflicts may involve:

Allocation of Manager's Activities

(a) The Manager and/or its Affiliates are not required to devote themselves exclusively to the affairs of the Company. Further, the Manager and its Affiliates may own real estate in the same asset class or market as the Property. The Manager and/or its Affiliates may have a conflict of interest in the ownership of these other properties and in allocating management, services and functions between this Company and their other present and future interests. The Manager and/or its

Affiliates believe that they have sufficient time and staff to be fully capable of discharging their responsibilities to the Company and to any other present or future activities.

(b) The Manager and/or its Affiliates serve and may serve in such capacity in other limited partnerships, limited liability companies, corporations or entities which will compete with the activities of the Company. These capacities include, but are not limited to, entities that are owned by other passive investors like the Prospective Investor(s). The Manager and/or its Affiliates may have conflicts of interest in allocating management, time, services and functions between other limited partnerships or ventures and this Company as well as any future limited partnerships or limited liability companies. The Manager believes that, together with its Affiliates and any employees or agents which may be retained in the future, it has sufficient staff to be fully capable of discharging its responsibilities to this Company and any other present or future limited partnerships, limited liability companies, corporations or entities.

(c) The Manager and/or its Affiliates has and may in the future, raise capital for other entities that include investors who are not Prospective Investors.

(d) The Manager and/or its Affiliates may be entitled to fees and compensation based upon certain factors and transactions, including a portion of any income produced by the Company. These fees and compensation may create incentives which may be in conflict with the interest of the Members.

Compensation to Manager

This Offering involves compensation or benefits to the Manager and Affiliates and for-profit participation. The compensation was not selected by arm's length methods, but Manager believes that the fees that the Company intends to pay are reasonable, in light of the tasks and risks undertaken, and will result in substantial benefits to the Class D Members. The Manager and/or its Affiliates may have conflicts of interest as decisions may be influenced by the desire to earn the compensation.

Lack of Independent Counsel

The prospective Class A Members, Class B Members, Class C Members, Class D Members, Manager, and the Company have not had separate legal counsel in connection with the formation of the Company, the acquisition of the Venture and the offering of the Units; nor have the Class D Members been represented in preparation of the Operating Agreement. Therefore, the terms of such arrangements have not been determined on an arms-length basis. Class D Members should seek the advice of their own counsel.

Liability of Members and Manager

Applicable state law and the Operating Agreement provide that the debts, obligations and liabilities of the Company, however or wherever arisen or derived, shall be solely those of the Company, and no Member of the Company shall be personally liable for the same to third parties solely by reason of his or her status as a Member, and that the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs shall not be grounds for imposing personal liability on Members for liabilities or obligations of the Company.

The Agreement provides that no contract, action or transaction is void or voidable with respect to the Company because it is between or affects the Company and one or more of its Members, managers, or officers or because it is between or affects the Company and any other person in which one or more of its Members, managers or officers are Members, managers, directors, trustees, or officers or have financial or personal interest, or because one or more interested Members, managers or officers participate in or vote at the meeting that authorizes the contracts, action, or transaction, provided certain circumstances apply.

STANDARD OF CARE; INDEMNIFICATION

Standard of Care of Manager. Fiduciary rules provide that manager of a limited liability company shall perform their duties as managers in good faith, in a manner they reasonably believe to be in or not opposed to the best interests of the Company, and with the care that an ordinarily prudent person in a similar position would use under similar circumstances. This is in addition to the Manager's duty of disclosure and duty of loyalty and several duties and obligations of and limitations on the Manager as set forth in the Operating Agreement.

To impose liability on a manager, however, it must be shown by clear and convincing evidence that the standard of care was not met by the Manager. It should be noted that the cost of litigation against any Manager for enforcement of the standard of care may be prohibitively high and that any judgment obtained may not be collectible since the Manager is not bonded and any judgment exceeding their net worth or errors and omissions insurance may not be collectible. An investment decision should be based on the judgment of a Prospective Investor as to the investment factors described in this Memorandum rather than reliance upon the value of the right to bring legal actions against or to control the activities of the Manager.

Notwithstanding the standards of care obligations, the Manager has broad discretionary power under the terms of the Operating Agreement and under applicable state law to manage the affairs of the Company with the assistance, if desirable, of consultants or others retained for the account of the Company or the Manager. Generally, actions taken by the Manager is not subject to vote or review by the Members, except to the limited extent provided in the Agreement.

Indemnification. The Operating Agreement provides that the Company may, to the fullest extent not prohibited by Operating Agreement of the Company or any provisions of applicable law indemnify the Manager against any and all costs and expenses (including amounts paid in settlement, and other disbursements) actually and reasonably incurred by or imposed upon such person in connection with any action, suit, investigation or proceeding (or any claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, including any settlements thereof or any appeal therein, with respect to which the Manager is named or otherwise becomes or is threatened to be made a party by reason of being or at any time having been a Manager of the Company or, at the direction or request of the Company, a manager, director, trustee, officer, employee, or agent of or fiduciary for any other limited liability company, corporation, partnership, trust, venture, or other entity or enterprise.

Because there are provisions in the Operating Agreement for indemnification of the Manager, purchasers of Class D Units may have a more limited right of action than they would have absent such provision in the Agreement. Insofar as indemnification for liabilities arising out of the Securities Act of 1933, as amended, may not be provided to directors, officers and controlling persons pursuant to the foregoing, or otherwise, the Manager has been advised that in the opinion of the Securities and Exchange Commission, such indemnification is contrary to public policy and is, therefore, unenforceable.

RESTRICTIONS ON TRANSFER

The Units have not been registered under the Act. The Units are being offered and will be sold in the absence of any registration under the Act, by reason of an exemption under Section 4(a)(2) and/or Regulation D promulgated under the Act. The availability of such exemption is dependent, in part, upon the "investment intent" of each Investor and will not be available if any Prospective Investor purchases a Unit with a view toward its distribution. Accordingly, each Prospective Investor will be required to acknowledge that his purchase is being made for investment, for his own record and beneficial account, and without any view to the distribution thereof. A Unit may not be resold by a Member unless and until it is subsequently registered under the Act and applicable state securities laws or unless appropriate exemptions from registration are available.

Prospective Investors have not been, and will not be, granted the right to require the registration of the Units under the Act and applicable state securities laws. Moreover, the Company has no intention to register the Units under federal securities laws (or to take any action to make exemptions from registration on resale or transfer available to the Prospective Investor(s) and, in view of the nature of the transaction, it is highly unlikely that there will be any such registration (or such action taken) at any time in the future. Accordingly, an Investor must bear the economic risk of an investment in a Unit for an indefinite period of time.

If a Member wishes to dispose of his Units in a transaction not requiring registration under the Act and applicable state securities laws, such disposition is governed by, among other things, the terms of the Operating Agreement.

Finally, no sale, exchange or other transfer or assignment of the whole or any portion of a Unit will be permitted without the prior written consent of the Manager, which consent will be withheld if (a) all applicable federal and state securities laws and regulations with respect to transfers of securities, including but not limited to the Act and the Securities and Exchange Act of 1934, as amended, are not complied with to the satisfaction of the Manager, or (b) in the sole opinion of counsel to the Company there will be adverse consequences to the Company or any of the non-transferring Members under any applicable federal, state or local income tax laws or regulations, or (c) for any other reason in the sole discretion of the Manager.

FURTHER INVESTIGATION

Statements contained in this Private Placement Memorandum as to the contents of the Operating Agreement, or other documents, are not necessarily complete and each such statement is deemed to be qualified and amplified in all respects by the provisions of such agreements and documents, copies of which are either attached hereto or are available upon reasonable notice for examination by offerees, or their duly authorized representatives, at the offices of Vitruvian Ventures LLC, 30 11201 N Tatum Blvd #300-88203, Phoenix AZ 85028. The Operating Agreement is set forth in its entirety as **Exhibit "A"** to this Private Placement Memorandum, and each offeree is urged to review this document carefully. Each offeree and his business and/or tax advisors are urged to examine all agreements and documents.

HOW TO SUBSCRIBE FOR CLASS D MEMBERSHIP UNITS

Prospective Investor has received Offering Documents containing the following documents which the Subscriber should complete, date, execute, acknowledge (where required) and deliver to the Manager:

1. **The Operating Agreement, Prospective Purchaser Questionnaire and Subscription Agreement (attached hereto as Exhibits "A", "B" and "C", respectively); and**

2. **A check or wire transfer made in accordance with the instructions to be provided by Sponsor.**

The Manager, in its sole discretion, may accept subscriptions for Class D Membership Units in amounts that are less than the minimum. Subscriptions may be accepted or rejected by the Manager in its sole discretion. If a Prospective Investor's subscription is rejected, his or her subscription payment will promptly be returned.

Prospective Investors may not withdraw subscriptions tendered to the Company other than as provided in the Subscription Agreement.

EXHIBIT "A"

OPERATING AGREEMENT OF THE COMPANY