FRAMETEC USA LLC
3700 West Cherry Creek Rd
Camp Verde, Arizona 86322

Re: FRAMETEC USA LLC

Dear Prospective Investor,

Thank you for your interest in the FrameTec USA LLC offering. Attached please find the following offering documents for your review and approval. Capitalized terms used in this letter have the definitions given to them in the Private Placement Memorandum.

1. Private Placement Memorandum. Please review this document carefully as it outlines the details of the offering along with the various risks associated with your investment. Please initial where indicated on page 19 regarding "The Offering" and page 22 regarding the "Risk Factors".

2. Convertible Promissory Note. Please complete and execute the Convertible Promissory Note using the appropriate signature block depending on whether you are investing as an individual, entity, self-directed IRA, eQRP, or trust. All investors should provide their mailing address and email address in the box in the bottom right of the signature page. In the event that you are investing through your self-directed IRA, please forward the Convertible Promissory Note to your custodian who will execute the document on behalf of the IRA.

3. Prospective Purchaser Questionnaire. Please complete and sign the Prospective Purchaser Questionnaire in your individual capacity, even if you are investing through an entity, IRA, or trust.

4. Accredited Investor Verification. As stated in the Private Placement Memorandum, due to federal securities laws, the Manager is required to take "reasonable steps to verify" accreditation status of each Prospective Investor prior to selling a Convertible Promissory Note to a Prospective Investor. Therefore, please provide verification of your accreditation status by one of the methods identified on page 15 of the Private Placement Memorandum.

5. Form W-9. Please complete the blank Form W-9 provided herewith. This Form is required so that the Manager has the necessary information to provide you with a 1099 in the event that you have taxable interest earned on your investment. **As stated in the Private Placement Memorandum, there is no general explanation of the income tax aspects of investment in the Company contained in the Private Placement Memorandum. No representation or warranty of any kind is made by the Manager, the Company, or counsel to the Manager or the Company with respect to any tax consequences relating to the Company, and each Prospective Investor should seek his, her, or its own tax advice concerning the purchase of a Note.**

Please return the completed and executed enumerated documents above to the Manager. Following closing, we will forward you a fully executed copy of all documents. Should you have any questions, please do not hesitate to contact us.

Regards,

FrameTec USA LLC

By: FrameTec USA Management LLC, its Manager
By: Vitruvian Ventures LLC, its Manager

Damion Lupo, its Co-Manager

David Morris, its Co-Manager

THIS INSTRUMENT AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR UPON RECEIPT BY THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT.

CONVERTIBLE PROMISSORY NOTE

No. CN- **Date of Issuance**

US$

FOR VALUE RECEIVED, FrameTec USA LLC, a Wyoming limited liability company (the "**Company**"), hereby promises to pay to the order of the Holder (as defined on the Signature Page for Holder), the principal sum of US$ (the "**Principal Amount**"), together with interest thereon from the Effective Date (as defined below) of this note (this "**Note**"), in consideration for the Holder purchasing this Note for, and paying to the Company, the Principal Amount. This Note shall not be effective until the date that the Holder pays the Principal Amount to the Company (the "**Effective Date**").

This Note is one of a series (the "**Series**") of convertible promissory notes (collectively, the "**Class A Notes**") issued by the Company to investors with identical terms and on the same form as set forth herein (except that the holder, principal amount, and date of issuance may differ in each Note). Capitalized terms not otherwise defined in this Note will have the meanings set forth in Section 4.1.

Interest will accrue at a simple rate of 8% per annum, made on the basis of a year of 360 days and the actual number of days elapsed, beginning on the Effective Date. Unless earlier converted into Class A Units (as defined below), the principal and accrued interest of this Note will convert into Class A Units on the two-year anniversary of the date of issuance of the first Class A Note in the Series (the "Maturity Date") pursuant to Section 4.4.

THE CLASS A NOTES WILL BE CONVERTIBLE INTO CLASS A UNITS (AS DEFINED BELOW) OF THE COMPANY, WHICH WILL HAVE NO VOTING RIGHTS AND NO PREFERENCE ON LIQUIDATION, DISTRIBUTIONS, OR ALLOCATIONS, ALONG WITH OTHER LIMITED RIGHTS. AT THE CONVERSION EVENT (AS DEFINED BELOW), THE COMPANY MAY ISSUE PREFFERED UNITS (AS DEFINED BELOW) WITH VOTING RIGHTS AND OTHER RIGHTS INCLUDING, BUT NOT LIMITED TO, PREFERENCE ON LIQUIDATION, DISTRIBUTIONS, OR ALLOCATIONS. THE CLASS A NOTES WILL NOT CONVERT INTO PREFERRED UNITS AT THE CONVERSION EVENT, BUT WILL CONVERT INTO CLASS A UNITS.

1. Payment. All payments will be made in lawful money of the United States of America at the principal office of the Company, or at such other place as the Holder may from time to time designate in writing to the Company. Payment will be credited first to accrued interest due and payable, with any remainder applied to principal.

2. Security. This Note is a general unsecured obligation of the Company.

3. Priority. This Note is subordinated in right of payment to all current and future indebtedness of the Company for borrowed money (whether or not such indebtedness is secured) to banks, commercial finance lenders, or other institutions regularly engaged in the business of lending money (including venture capital, investment banking, or similar institutions and their affiliates, which sometimes engage in lending activities in addition to investments in equity securities) (the "**Senior Debt**"). The Company hereby agrees, and by accepting this Note, the Holder hereby acknowledges and agrees, that so long as any Senior Debt is outstanding, upon notice from the holders of such Senior Debt (the "**Senior Creditors**") to the Company that an event of default, or any event which the giving of notice or the passage of time or both would constitute an event of default, has occurred under the terms of the Senior Debt (a "**Default Notice**"), the Company, in its sole and absolute discretion, may not make, and the Holder may not receive or retain, any payment under this Note. Nothing in this paragraph will preclude or prohibit the Holder from receiving and retaining any payment hereunder unless and until the Holder has received a Default Notice (which will be effective until waived in writing by the Senior Creditors) or from converting this Note or any amounts due hereunder into Equity Securities in accordance with this Note.

4. Conversion. This Note will be convertible into Equity Securities pursuant to the following terms.

4.1 Definitions.

(a) "**Class A Units**" means the Company's non-voting class A Units, which is the type of Equity Securities issuable upon conversion of this Note. For the avoidance of doubt, the Class A Units shall have no voting rights and limited other rights.

(b) "**Conversion Price**" means (rounded to the nearest 1/100th of one cent):

(i) with respect to a conversion pursuant to Section 4.2, the lowest per Unit purchase price of the Equity Securities issued in the Next Equity Financing;

(ii) with respect to a conversion pursuant to Section 4.3, the quotient resulting from dividing (x) the total purchase price of the Corporate Transaction by (y) the Fully Diluted Capitalization immediately prior to the closing of the Corporate Transaction; and

(iii) with respect to a conversion pursuant to Section 4.4, the quotient resulting from dividing (x) the Valuation by (y) the Fully Diluted Capitalization immediately prior to such conversion.

(c) "**Corporate Transaction**" means:

(i) the closing of the sale, transfer, or other disposition, in a single transaction or series of related transactions, of all or substantially all of the Company's assets;

(ii) the consummation of a merger or consolidation of the Company with or into another entity (except a merger or consolidation in which the holders of Units of the Company immediately prior to such merger or consolidation continue to hold a majority of the outstanding voting securities of the Units of the Company or the surviving or acquiring entity immediately following the consummation of such transaction); or

(iii) the closing of the transfer (whether by merger, consolidation, or otherwise), in a single transaction or series of related transactions, to a "person" or "group" (within the meaning of Section 13(d) and Section 14(d) of the Exchange Act), of the Company's Units if, after such closing, such person or group would become the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act) of more than 50% of the outstanding voting securities of the Company (or the surviving or acquiring entity).

For the avoidance of doubt, a transaction will not constitute a "Corporate Transaction" if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately prior to such transaction. Notwithstanding the foregoing, the sale of Equity Securities in a bona fide financing transaction will not be deemed a "Corporate Transaction."

(d) "**Equity Securities**" means (i) Units; (ii) any securities conferring the right to purchase Units; or (iii) any securities directly or indirectly convertible into, or exchangeable for (with or without additional consideration) Units. Notwithstanding the foregoing, the following will not be considered "Equity Securities": (A) any security granted, issued, or sold by the Company to any director, officer, employee, consultant, or adviser of the Company for the primary purpose of soliciting or retaining their services; (B) any convertible promissory notes (including this Note) issued by the Company; and (C) any SAFEs that have been issued by the Company.

(e) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

(f) "**Fully Diluted Capitalization**" means the number of issued and outstanding Units, assuming (i) the conversion or exercise of all of the Company's outstanding convertible or exercisable securities, including convertible Preferred Units and all outstanding vested or unvested options or warrants to purchase Units; and (ii) solely for purposes of Section 4.1(b)(i) and 4.1(b)(iii), the issuance of all Units reserved and available for future issuance under any of the Company's existing equity incentive plans or any equity incentive plan created or expanded in connection with the

Next Equity Financing. Notwithstanding the foregoing, "Fully Diluted Capitalization" excludes: (A) any convertible promissory notes (including this Note) issued by the Company; (B) any SAFEs issued by the Company; and (C) any Equity Securities that are issuable upon conversion of any outstanding convertible promissory notes or SAFEs.

(g) "**Next Equity Financing**" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred Units at a fixed valuation, including but not limited to, a pre-money or post-money valuation (excluding, for the avoidance of doubt, all sales of the Class A Notes).

(h) "**Preferred Units**" means all series of the Company's preferred or convertible preferred Units, whether now existing or hereafter created. For the avoidance of doubt, Preferred Units shall not include the Class A Units, and the Class A Units shall not be Preferred Units.

(i) "**SAFE**" means any simple agreement for future equity (or other similar agreement) that is issued by the Company for bona fide financing purposes and that may convert into Units in accordance with its terms.

(j) "**Securities Act**" means the Securities Act of 1933, as amended.

(k) "**Units**" means the Company's units evidencing ownership interests of the Company.

(l) "**Valuation**" means the valuation of the Fully Diluted Capitalization as determined within the last 12 months by a qualified independent appraiser selected by the Company.

4.2 Next Equity Financing Conversion. The principal balance and unpaid accrued interest on this Note will automatically convert into Class A Units upon the closing of the Next Equity Financing. Notwithstanding the foregoing, the Company may, at its option, pay any unpaid accrued interest on this Note in cash at the time of conversion. The number of Class A Units the Company issues upon such conversion will equal the quotient (rounded down to the nearest whole Unit) obtained by dividing (x) the outstanding principal balance and unpaid accrued interest under this Note on the date of conversion by (y) the applicable Conversion Price. At least five days prior to the closing of the Next Equity Financing, the Company will notify the Holder in writing of the terms of the Equity Securities that are expected to be issued in such financing. **Other than the price per Unit, the issuance of Class A Units pursuant to the conversion of this Note will not be on the same terms and conditions applicable to the Equity Securities issued in the Next Equity Financing but will be non-voting Units with limited rights. For example, and not by way of limitation, the Class A Units will have no preference on liquidation, distributions, or allocations.**

4.3 Corporate Transaction Conversion. In the event of a Corporate Transaction prior to the conversion of this Note pursuant to Section 4.2 or Section 4.4 or the repayment of this Note, at the closing of such Corporate Transaction, this Note will convert into that number of

Class A Units equal to the quotient (rounded down to the nearest whole Unit) obtained by dividing (x) the outstanding principal balance and unpaid accrued interest of this Note on the date of conversion by (y) the applicable Conversion Price. **The issuance of Class A Units pursuant to the conversion of this Note as a result of a Corporate Transaction will not have the same rights as other Units, but will be non-voting Units with limited rights. For example, and not by way of limitation, the Class A Units will have no preference on liquidation, distributions, or allocations.**

4.4 Maturity Conversion. On the Maturity Date, this Note will convert into that number of Class A Units equal to the quotient (rounded down to the nearest whole Unit) obtained by dividing (x) the outstanding principal balance and unpaid accrued interest of this Note on the date of such conversion by (y) the applicable Conversion Price. **The issuance of Class A Units pursuant to the conversion of this Note on the Maturity Date will not have the same rights as other Units, but will be non-voting Units with limited rights. For example, and not by way of limitation, the Class A Units will have no preference on liquidation, distributions, or allocations.**

4.5 Mechanics of Conversion.

(a) Financing Agreements. The Holder acknowledges that the conversion of this Note into Class A Units pursuant to Section 4.2 may require the Holder's execution of certain agreements relating to the purchase and sale of the Class A Units. Such agreements may include, but not be limited to, registration rights, rights of first refusal and co-sale, rights of first offer, and voting rights, if any, relating to such securities (collectively, the "**Financing Agreements**"). The Holder agrees to execute all of the Financing Agreements in connection with a Next Equity Financing.

(b) No Certificates. After the conversion of this Note and the issuance of the Class A Units, the Company shall not be required to issue and deliver a certificate or certificates evidencing the Class A Units to the Holder.

(c) Delivery of Units. The Company will not be required to issue or deliver the Class A Units until the Holder has surrendered this Note to the Company pursuant to a Note conversion agreement signed by the Company and the Holder (or provided an instrument of cancellation or affidavit of loss). The conversion of this Note pursuant to Section 4.2 and Section 4.3 may be made contingent upon the closing of the Next Equity Financing and Corporate Transaction, respectively.

5. Representations and Warranties of the Company. In connection with the transactions contemplated by this Note, the Company hereby represents and warrants to the Holder as follows:

5.1 Due Organization; Qualification and Good Standing. The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Wyoming and has all requisite limited liability company power and authority to carry on its business as now conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify or to be in good standing would have a material adverse effect on the Company.

5.2 Authorization and Enforceability. Except for the authorization and issuance of the Class A Units, all necessary action has been taken on the part of the Company and its members, managers, officers, and directors necessary for the authorization, execution, and delivery of this Note. Except as may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws relating to or affecting the enforcement of creditors' rights, the Company has taken all necessary action required to make all of the obligations of the Company reflected in the provisions of this Note valid and enforceable in accordance with its terms.

6. Representations and Warranties of the Holder. In connection with the transactions contemplated by this Note, the Holder hereby represents and warrants to the Company as follows:

6.1 Authorization. The Holder has full power and authority (and, if an individual, the capacity) to enter into this Note and to perform all obligations required to be performed by it hereunder. This Note, when executed and delivered by the Holder, will constitute the Holder's valid and legally binding obligation, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

6.2 Purchase Entirely for Own Account. The Holder acknowledges that this Note is made with the Holder in reliance upon the Holder's representation to the Company, which the Holder hereby confirms by executing this Note, that this Note, the Class A Units, and any other Units issuable upon any conversion of the Class A Units (collectively, the "**Securities**") will be acquired for investment for the Holder's own account, not as a nominee or agent (unless otherwise specified on the Holder's signature page hereto), and not with a view to the resale or distribution of any part thereof, and that the Holder has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Note, the Holder further represents that the Holder does not have any contract, undertaking, agreement, or arrangement with any person to sell, transfer, or grant participations to such person or to any third person, with respect to the Securities. If other than an individual, the Holder also represents it has not been organized solely for the purpose of acquiring the Securities.

6.3 Disclosure of Information; Non-Reliance. The Holder acknowledges that it has received all the information it considers necessary or appropriate to enable it to make an informed decision concerning an investment in the Securities. The Holder further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities. The Holder confirms that the Company has not given any guarantee or representation as to the potential success, return, effect, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of an investment in the Securities. In deciding to purchase the Securities, the Holder is not relying on the advice or recommendations of the Company and has made its own independent decision that the investment in the Securities is suitable and appropriate for the Holder. The Holder understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.

6.4 Investment Experience. The Holder is an investor in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Securities.

6.5 Accredited Investor. The Holder is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act. The Holder has provided to the Company a verification letter that such Holder is an "accredited investor" and represents to the Company that the information provided in such verification letter is true and correct. The Holder agrees to furnish any additional information requested by the Company or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Securities.

6.6 Restricted Securities. The Holder understands that the Securities have not been, and will not be, registered under the Securities Act or state securities laws, by reason of specific exemptions from the registration provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Holder's representations as expressed herein. The Holder understands that the Securities are "restricted securities" under U.S. federal and applicable state securities laws and that, pursuant to these laws, the Holder must hold the Securities indefinitely unless they are registered with the Securities and Exchange Commission ("**SEC**") and registered or qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Holder acknowledges that the Company has no obligation to register or qualify the Securities for resale and further acknowledges that, if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Securities, and on requirements relating to the Company which are outside of the Holder's control, and which the Company is under no obligation, and may not be able, to satisfy.

6.7 No Public Market. The Holder understands that no public market now exists for the Securities and that the Company has made no assurances that a public market will ever exist for the Securities.

6.8 Residence. If the Holder is an individual, then the Holder resides in the state or province identified in the address shown on the Holder's signature page hereto. If the Holder is a partnership, corporation, limited liability company, or other entity, then the Holder's principal place of business is located in the state or province identified in the address shown on the Holder's signature page hereto.

6.9 Foreign Investors. If the Holder is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Holder hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities, including (a) the legal requirements within its jurisdiction for the purchase of the Securities; (b) any foreign exchange restrictions applicable to such purchase; (c) any governmental or other consents that may need to be obtained; and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, conversion, redemption, sale, or transfer of the Securities.

The Holder's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Holder's jurisdiction. The Holder acknowledges that the Company has taken no action in foreign jurisdictions with respect to the Securities.

6.10 No "Bad Actor" Disqualification. The Holder represents and warrants that neither (A) the Holder nor (B) any entity that controls the Holder or is under the control of, or under common control with, the Holder, is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii), as modified by Rules 506(d)(2) and (d)(3), under the Securities Act ("**Disqualification Events**"), except for Disqualification Events covered by Rule 506(d)(2)(ii) or (iii) or (d)(3) under the Securities Act and disclosed in writing in reasonable detail to the Company. The Holder represents that the Holder has exercised reasonable care to determine the accuracy of the representation made by the Holder in this paragraph and agrees to notify the Company if the Holder becomes aware of any fact that makes the representation given by the Holder hereunder inaccurate.

6.11 No Finder's Fee. The Holder represents that it neither is nor will be obligated to pay any finder's fee, broker's fee, or commission in connection (directly or indirectly) with the transactions contemplated by this Note. The Holder agrees to indemnify and to hold the Company harmless from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of the transactions contemplated by this Note (and the costs and expenses of defending against such liability or asserted liability) for which the Holder or any of its officers, employees, or representatives is responsible.

7. Miscellaneous.

7.1 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Note will inure to the benefit of, and be binding upon, the respective successors and assigns of the parties; provided, however, that neither party may assign this Note to another party without the written consent of the other party. This Note is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Note, except as expressly provided in this Note.

7.2 Choice of Law. This Note, and all matters arising out of or relating to this Note, whether sounding in contract, tort, or statute, will be governed by and construed in accordance with the internal laws of the State of Wyoming without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

7.3 Counterparts. This Note may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail, or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7.4 Titles and Subtitles. The titles and subtitles used in this Note are included for convenience only and are not to be considered in construing or interpreting this Note.

7.5 Notices. All notices and other communications given or made pursuant hereto will be in writing and will be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) when sent by email or confirmed facsimile; (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications will be sent to the respective parties at the addresses shown on the signature pages hereto (or to such email address, facsimile number, or other address as subsequently modified by written notice given in accordance with this Section 7.5).

7.6 Expenses. Each party will pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery, and performance of this Note.

7.7 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Note, the prevailing party will be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

7.8 Entire Agreement; Amendments and Waivers. This Note constitutes the full and entire understanding and agreement between the parties with regard to the subject hereof. Any term of this Note may be amended and the observance of any term may be waived (either generally or in a particular instance and either retroactively or prospectively) with the written consent of the Company and the Holder. Any waiver or amendment effected in accordance with this Section 7.8 will be binding upon each future holder of this Note and the Company.

7.9 Severability. If one or more provisions of this Note are held to be unenforceable under applicable law, such provisions will be excluded from this Note and the balance of the Note will be interpreted as if such provisions were so excluded and this Note will be enforceable in accordance with its terms.

7.10 Transfer Restrictions.

(a) "Market Stand-Off" Agreement. The Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the Company's first underwritten public offering (the "**IPO**") of its Units under the Securities Act, and ending on the date specified by the Company and the managing underwriter(s) (such period not to exceed 180 days, or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports, and (ii) analyst recommendations and opinions): (A) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Units or any securities convertible into or exercisable or exchangeable (directly or indirectly) for

Units (whether such shares or any such securities are then owned by the Holder or are thereafter acquired); or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities; whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Units or other securities, in cash, or otherwise. The foregoing provisions of this Section 7.10(a) will: (x) apply only to the IPO and will not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement; (y) not apply to the transfer of any shares to any trust for the direct or indirect benefit of the Holder or the immediate family of the Holder, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer will not involve a disposition for value; and (z) be applicable to the Holder only if all officers and directors of the Company are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all members individually owning more than 5% of the outstanding Units. Notwithstanding anything herein to the contrary (including, for the avoidance of doubt, Section 7.1), the underwriters in connection with the IPO are intended third-party beneficiaries of this Section 7.10(a) and will have the right, power, and authority to enforce the provisions hereof as though they were a party hereto. The Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with the IPO that are consistent with this Section 7.10(a) or that are necessary to give further effect thereto.

In order to enforce the foregoing covenant, the Company may impose stop transfer instructions with respect to the Holder's registrable securities of the Company (and the Company shares or securities of every other person subject to the foregoing restriction) until the end of such period. The Holder agrees that a legend reading substantially as follows will be placed on all certificates representing all of the Holder's registrable securities of the Company (and the Company shares or securities of every other person subject to the restriction contained in this Section 7.10(a)):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD BEGINNING ON THE EFFECTIVE DATE OF THE COMPANY'S REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE COMPANY'S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SECURITIES.

(b) Further Limitations on Disposition. Without in any way limiting the representations and warranties set forth in this Note, the Holder further agrees not to make any disposition of all or any portion of the Securities unless and until the transferee has agreed in writing for the benefit of the Company to make the representations and warranties set out in Section 6 and the undertaking set out in Section 7.10(a) and:

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

(ii) the Holder has (A) notified the Company of the proposed disposition; (B) furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition; and (C) if requested by the Company, furnished the Company with an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration under the Securities Act.

Notwithstanding the provisions of paragraphs (i) and (ii) above, no such registration statement or opinion of counsel shall be necessary for a transfer by the Holder to a partner (or retired partner) or member (or retired member) of the Holder in accordance with partnership or limited liability company interests, or transfers by gift, will, or intestate succession to any spouse or lineal descendants or ancestors, if all transferees agree in writing to be subject to the terms hereof to the same extent as if they were the Holders hereunder. The Holder agrees not to make any disposition of any of the Securities to the Company's competitors, as determined in good faith by the Company.

(c) Legends. The Holder understands and acknowledges that the Securities may bear the following legend:

THIS INSTRUMENT AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR UPON RECEIPT BY THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER THE ACT.

7.11 Exculpation among Noteholders. The Holder acknowledges that it is not relying upon any person, firm, corporation, or stockholder, other than the Company and its officers, directors, and managers in their capacities as such, in making its investment or decision to invest in the Company. The Holder agrees that no other holder of the Notes, nor the controlling persons, officers, directors, partners, agents, stockholders, or employees of any other holder of the Notes, will be liable for any action heretofore or hereafter taken or not taken by any of them in connection with the purchase and sale of the Securities.

7.12 Acknowledgment. For the avoidance of doubt, it is acknowledged that the Holder will be entitled to the benefit of all adjustments in the number of Units as a result of any splits, recapitalizations, combinations, or other similar transactions affecting the Units underlying the Class A Units that occur prior to the conversion of this Note.

7.13 Further Assurances. From time to time, the parties will execute and deliver such additional documents and will provide such additional information as may reasonably be required to carry out the full intent and purpose of this Note and any agreements executed in connection herewith, and to comply with state or federal securities laws or other regulatory approvals.

7.14 Limitation on Interest. In no event will any interest charged, collected, or reserved under this Note exceed the maximum rate then permitted by applicable law, and if any payment made by the Company under this Note exceeds such maximum rate, then such excess sum will be credited by the Holder as a payment of principal.

7.15 Officers and Directors not Liable. In no event will any member, manager, officer, director, employee, or other representative of the Company be liable for any amounts due and payable pursuant to this Note.

7.16 Use of Funds. The Company hereby represents that it intends to use the principal of this Note primarily for the operations of its business, and not for any personal, family, or household purpose.

7.17 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER REPRESENTS AND WARRANTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

7.18 Transfer of Notes. This Note may be transferred only upon its surrender to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Interest and principal shall be paid solely to the registered holder of this Note. Such payment shall constitute full discharge of the Company's obligation to pay such interest and principal.

7.19 Events of Default. If there shall be any Event of Default (as defined below) hereunder, at the option and upon the declaration of Holder and upon written notice to the Company (which election and notice shall not be required in the case of an Event of Default under subsection (b) or (c) below), this Note shall accelerate, and all principal and unpaid

accrued interest shall become due and payable. The occurrence of any one or more of the following shall constitute an "Event of Default":

(a) the Company fails to pay timely any of the principal amount due under this Note on the date the same becomes due and payable or any unpaid accrued interest or other amounts due under this Note on the date the same becomes due and payable;

(b) the Company files any petition or action for relief under any bankruptcy, reorganization, insolvency, or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing; or

(c) an involuntary petition is filed against the Company (unless such petition is dismissed or discharged within 60 days under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee or assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Company).

7.20 California Corporate Securities Law. THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS NOTE HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION OR IN THE ABSENCE OF AN EXEMPTION FROM SUCH QUALIFICATION IS UNLAWFUL. PRIOR TO ACCEPTANCE OF SUCH CONSIDERATION BY THE COMPANY, THE RIGHTS OF ALL PARTIES TO THIS NOTE ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED OR AN EXEMPTION FROM SUCH QUALIFICATION BEING AVAILABLE.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Note as of the date first written above.

COMPANY:

FRAMETEC USA LLC, a Wyoming limited liability company

By: FrameTec USA Management LLC
Its: Manager

By: Vitruvian Ventures LLC
Its: Manager

By: 
Damion Lupo, its Co-Manager

By: 
David Morris, its Co-Manager

Address: 5 Inverness Center Parkway

Birmingham, AL 35242

Email: support@vitruvianventures.com

IN WITNESS WHEREOF, the parties have executed this Note as of the date first written above.

HOLDER: _____

If Holder is an **Individual**: Name: _____ Signature: _____	If Holder is an **Entity**: Entity: _____ By: _____ Its: _____ Signature: _____
If Holder is an **IRA**: IRA: _____ FBO: _____ By: _____ Its: Custodian Signature: _____	If Holder is a **401(k)**: 401(k): _____ FBO: _____ By: _____ Its: _____ Signature: _____
If Holder is a **Trust**: Trust: _____ By: _____ By: _____ Its: Trustee(s) Signature: _____ Signature: _____	**All Holders**: Address: _____ _____ Email: _____

FRAMETEC USA LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

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

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

THE SECURITIES 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 SECURITY WILL NOT BE ABLE TO RESELL IT UNLESS THE SECURITY 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 PROSPECTIVE INVESTORS FOR CONSIDERATION OF THE PURCHASE OF A SECURITY 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 PROSPECTIVE 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 USA LLC
$110,000,000

LIMITED LIABILITY COMPANY CONVERTIBLE NOTE

FrameTec USA LLC, a Wyoming limited liability company (the "Company" or the "Issuer") hereby Offers only to Accredited Investors up to $110,000,000 in Series A Convertible Notes (the "Notes") in the Company. **A copy of the Note is attached hereto as Exhibit A.** FrameTec USA Management LLC will act as the Manager 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 pursuant to Rule 506(c) promulgated thereunder.

Proceeds from the Offering will primarily go towards the funding of the completion of the development of FrameTec Alpha LLC ("FrameTec Alpha") and FrameTec Bravo LLC ("FrameTec Bravo") and the provision of working capital to FrameTec Alpha and FrameTec Bravo to cover startup costs associated with commercial production. The Company owns 60% of FrameTec Alpha and, at the time of this Memorandum, 65% of FrameTec Bravo.

All real estate and major plant equipment used by FrameTec Alpha is owned by Purple Acorn LLC ("Purple Acorn") (a wholly-owned subsidiary of FrameTec Alpha), and all real estate and major plant equipment used by FrameTec Bravo is owned by Brown Acorn LLC ("Brown Acorn") (a wholly-owned subsidiary of FrameTec Bravo). The plants will be operated by FrameTec Alpha Operations LLC ("FrameTec Alpha Operations") (a wholly-owned subsidiary of FrameTec Alpha) and FrameTec Bravo Operations LLC ("FrameTec Bravo Operations") (a wholly-owned subsidiary of FrameTec Bravo), respectively. FrameTec Alpha Operations and FrameTec Bravo Operations will produce the roof trusses, wall panels, floor assemblies, and other framing elements for houses, apartments, and other buildings.

Class A Convertible Notes	Total Proceeds to Company
Min Offering	$1,000,000
Max Offering	$110,000,000

THE NOTES WILL BE CONVERTIBLE INTO CLASS A UNITS (AS DEFINED BELOW) OF THE COMPANY, WHICH WILL HAVE NO VOTING RIGHTS AND NO PREFERENCE ON LIQUIDATION, DISTRIBUTIONS, OR ALLOCATIONS, ALONG WITH OTHER LIMITED RIGHTS. AT THE CONVERSION EVENT (AS DEFINED BELOW), THE COMPANY MAY ISSUE PREFFERED UNITS (AS DEFINED BELOW) TO OTHER INVESTORS WITH VOTING RIGHTS AND OTHER RIGHTS INCLUDING, BUT NOT LIMITED TO, PREFERENCE ON LIQUIDATION, DISTRIBUTIONS, OR ALLOCATIONS. THE NOTES WILL NOT CONVERT INTO PREFERRED UNITS AT THE CONVERSION EVENT, BUT WILL CONVERT INTO CLASS A UNITS.

DATE OF THIS PRIVATE PLACEMENT MEMORANDUM: June 6, 2024

IMPORTANT NOTICES TO INVESTORS

INVESTMENT IN THE NOTES 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 AND SUITABILITY OF INVESTORS"). ALTHOUGH THE MANAGER IS OF THE OPINION THAT THE COMPANY WILL BE CLASSIFIED AS A "PARTNERSHIP" 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 NOTES HAVE NOT BEEN REGISTERED WITH NOR APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION ("SEC") NOR HAS THE SEC 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, NOR HAS ANY STATE SECURITIES 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 PROSPECTIVE INVESTOR OF THE NOTES AND HIS, HER, OR ITS ADVISORS 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. PROSPECTIVE INVESTORS OR THEIR 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 PROSPECTIVE INVESTOR AND/OR HIS, HER, OR ITS ADVISORS 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 NOTES, THE MANAGER RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REJECT ANY PURCHASE OF A NOTE IN WHOLE OR IN PART.

SINCE THERE ARE SUBSTANTIAL RESTRICTIONS ON THE TRANSFERABILITY OF THE NOTES, EACH PROSPECTIVE INVESTOR MUST ASSUME THAT HE, SHE, OR IT WILL BEAR THE ECONOMIC RISK OF HIS, HER, OR ITS INVESTMENT FOR AN INDEFINITE PERIOD. THE NOTES MAY NOT BE TRANSFERRED WITHOUT THE PRIOR WRITTEN CONSENT OF THE MANAGER. IN ADDITION, THE NOTES ARE NOT REGISTERED FOR SALE TO THE PUBLIC UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE AND THE NOTES MAY BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF BY A PROSPECTIVE INVESTOR ONLY IF, AMONG OTHER THINGS, THE NOTES ARE REGISTERED OR, IN THE OPINION OF COUNSEL TO THE PROPOSED TRANSFEROR AND 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 THE NOTES AND DELIVERY THEREOF CONSTITUTES AN OFFER ONLY IF THIS MEMORANDUM WAS SENT TO PERSONS DIRECTLY FROM THE COMPANY OR ITS MANAGER AND IF THE PERSON SO NAMED MEETS THE SUITABILITY STANDARDS SET FORTH UNDER “QUALIFICATION AND

SUITABILITY OF INVESTORS." ANY DISTRIBUTION OF THIS MEMORANDUM TO ANY PERSON OTHER THAN THE INTENDED PROSPECTIVE INVESTOR (OR TO THOSE INDIVIDUALS WHOM THE PROSPECTIVE INVESTOR RETAINS TO ADVISE HIM, HER, OR IT WITH RESPECT THERETO) IS UNAUTHORIZED AND ANY REPRODUCTION OF THIS MEMORANDUM IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF IT 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 PROSPECTIVE 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 PROSPECTIVE 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 NOTE.

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

[The remainder of this page is intentionally left blank.]

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 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

Capitalized terms used in this Memorandum and not otherwise defined shall have the following meanings:

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

1. Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act of 1940; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

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

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

4. Any director, executive officer, or general partner of the Issuer, or any director, executive officer, or general partner of a general partner of the Issuer.

5. Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, exceeds $1,000,000, excluding the value of the primary residence of such person.

6. 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 or spousal equivalent 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.

7. 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 Securities Act.

8. Any entity in which all of the equity owners are Accredited Investors.

9. Any entity, of a type not listed in in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) of Regulation D promulgated under the Securities Act, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000;

10. A natural person holding in good standing one or more professional certifications, designations, or other credentials issued by an accredited educational institution, which the SEC has designated as qualifying an individual for accredited investor status. Presently holders in good standing of the Series 7, Series 65, and Series 82 licenses will qualify as an Accredited Investor.

11. Any natural person who is a "knowledgeable employee," as defined in rule 3c–5(a)(4) under the Investment Company Act of 1940, of the Issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act.

12. Any "family office," as defined in rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940, (i) with assets under management in excess of $5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is 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

13. Any "family client," as defined in rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940, of a family office meeting the requirements in section 12, above, and whose prospective investment in the Issuer is directed by such family office pursuant to section (12)(iii), above.

"Acquisition Fee" means a one-time acquisition fee of 2% of the purchase price of any property, which is paid to the manager of the applicable company-purchaser at the closing of the purchase of the property.

"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 any corporation or 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 adopted by the Members upon the Conversion Event, if applicable.

"Asset Management Fee" means an asset management fee of 2% of capital accounts and an adjustment to 2% of asset valuation on an annual basis based on a third-party appraisal and paid to the manager of the applicable company on a monthly basis.

"Best Efforts" means the type of securities offering the Manager intends to conduct. The Manager 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, the Manager may use the proceeds to conduct operations including, but not limited to, paying third-party vendors, such as architects, attorneys, accountants, etc.

"Capital Transaction Fee" means a one-time fee paid to the manager of the applicable company equal to 1% of the total loan amount for any loan made to the company.

"Class A Unit" means the Company's non-voting class A Units, which is the type of security issuable upon conversion of the Note. **For the avoidance of doubt, the Class A Units shall have no voting rights and will have limited other rights. For example, and not by way of limitation, the Class A Units will have no preference on liquidation, distributions, or allocations.**

"Class A Member" means each owner of a Class A Unit and whose name is listed in the Register.

"Class B Unit" means the Company's voting class B Units.

"Class B Members" means the holders of Class B Units. The Class B Members are DMDL LLC (which is currently owned by Damion Lupo and David Morris), Mingus Holdings LLC (which is currently owned by Kyle Brock, Marvin Phelps, Monte Ricca, Ben Bassous, and Josh Lewis), and Stone Creek Holdings LLC (which is currently owned by Dan Hellman). DMDL LLC and Mingus Holdings LLC are Affiliates of the Manager.

"Conversion Event" means a Next Equity Financing, a Corporate Transaction, or the Maturity Date, whichever occurs earliest.

"Corporate Transaction" means:

1. the closing of the sale, transfer, or other disposition, in a single transaction or series of related transactions, of all or substantially all of the Company's assets;

2. the consummation of a merger or consolidation of the Company with or into another entity (except a merger or consolidation in which the holders of Units of the Company immediately prior to such merger or consolidation continue to hold a majority of the outstanding voting securities of the Units of the Company or the surviving or acquiring entity immediately following the consummation of such transaction); or

3. the closing of the transfer (whether by merger, consolidation, or otherwise), in a single transaction or series of related transactions, to a "person" or "group" (within the meaning of Section 13(d) and Section 14(d) of the Securities Exchange Act of 1934), of the Company's Units if, after such closing, such person or group would become the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of more than 50% of the outstanding voting securities of the Company (or the surviving or acquiring entity);

   but excluding any transaction that has the sole purpose of changing the state of the Company's incorporation or creating a holding company that will be owned in substantially the same proportions by the Persons who held the Company's securities immediately prior to such transaction.

"Development Fee" means a one-time flat fee paid to the manager of the applicable company-purchaser at the closing of the purchase of any property.

"Holder" means a Prospective Investor who purchases a Note.

"Land Acquisition Fee" means a one-time fee equal to 1% of the purchase price of undeveloped land paid to the manager of the applicable company-purchaser.

"Loan Guarantor Fee" means a fee equal to 1% of the total loan amount paid to loan guarantors at the inception of each loan.

"Manager" means FrameTec USA Management LLC, which is owned by Damion Lupo, David Morris, and Kyle Brock, and managed by Vitruvian Ventures.

"Maturity Date" means the two-year anniversary of the date of issuance of the first Note in the Series.

"Memorandum" means this Private Placement Memorandum.

"Member" means the owner of a Unit.

"Next Equity Financing" means a bona fide transaction or series of transactions with the principal purpose of raising capital, pursuant to which the Company issues and sells Preferred

Units at a fixed valuation, including but not limited to, a pre-money or post-money valuation (excluding, for the avoidance of doubt, all sales of the Notes).

"Offer" or "Offering" means this offer to sell the Notes.

"Operations Management Fee" means a monthly flat fee for managing the development process of a plant, preparing the plant for operation, and operating the plant.

"Person" means a natural person or any partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee, or any other individual or entity in its own or any representative capacity or any other entity.

"Preferred Units" means all series of the Company's preferred or convertible preferred Units, whether now existing or hereafter created. For the avoidance of doubt, Preferred Units shall not include the Class A Units, and the Class A Units shall not be Preferred Units.

"Professional Services Fee" means a one-time fee paid to the manager of the applicable company equal to 2% of equity capital paid to such company.

"Prospective Investor" means an Accredited Investor interested in the purchase of a Note.

"Register" means the records maintained by the Manager setting forth, with respect to each Member, the name, address, amount of capital contribution, and number and class of Units, and such other information as the Manager may deem necessary or desirable. The Register shall not be part of the Operating 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 or decrease in Units. Subject to the terms of the Operating 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.

"Sanctioned Country" 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.

"SEC" means the Securities and Exchange Commission.

"Series" means the issuance of the Notes on identical terms, other than the name of the Holder, the principal amount, and the issuance date.

"Units" means the Company's units evidencing ownership interests of the Company.

"Venture" means FrameTec Alpha, FrameTec Bravo, and any future expansions of the Company.

"Vitruvian Ventures" means Vitruvian Ventures LLC, which is owned by Damion Lupo and David Morris, and currently serves as the manager of the Manager, FrameTec Alpha, FrameTec Bravo, and FrameTec USA Management LLC.

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.

Offering Terms

The Offering	The Company is offering an aggregate of up to $110,000,000 in Notes. The Notes will convert into Class A Units upon the earlier of a Next Equity Financing, a Corporate Transaction, or the Maturity Date. The Notes will convert to Class A Units at the Conversion Price (as defined below).
Purpose of the Offering	The purpose of this Offering is to fund the completion of the development of FrameTec Alpha and FrameTec Bravo, and related startup costs of FrameTec Alpha and FrameTec Bravo, to bring the two plants to full-scale commercial production.
The Venture	The Company is located at 3700 West Cherry Creek Rd, Camp Verde, Arizona 86322. The Company owns 60% of FrameTec Alpha and, at the time of this Memorandum, 65% of FrameTec Bravo, which constitute all of the voting interests in both FrameTec Alpha and FrameTec Bravo, respectively. The manager of both FrameTec Alpha and FrameTec Bravo is Vitruvian Ventures.
Minimum Investment	The minimum investment is $1,000,000. The Manager may lower the minimum investment amount for any Prospective Investor in the Manager's sole and absolute discretion.
Manager	The Manager is FrameTec USA Management LLC.
Eligible Investors	The Company will accept Accredited Investors only. Investors may be individuals, entities, trusts, IRAs, and other retirement plans.
Risk Factors	The purchase of the Notes 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 Notes should be reached only after carefully reading this entire Memorandum, including its Exhibits.

Note Terms

Principal	The Company may issue one or more Notes, each with a principal amount equal to the amount paid by a Holder to the Company to purchase a Note.
Interest	Interest will accrue on the principal amount of each Note at a simple rate of 8% per annum, made on the basis of a year of 360 days and the actual number of days elapsed, beginning on the day the Holder pays the principal amount to the Company.
Maturity	Unless earlier converted into Class A Units, the principal amount and accrued interest of the Notes will convert into Class A Units on the Maturity Date.
Conversion Events	The principal and unpaid accrued interest on each Note will convert upon the earlier of a Next Equity Financing, a Corporate Transaction, or the Maturity Date. **The issuance of Class A Units pursuant to the conversion of the Notes will not be on the same terms and conditions applicable to other Units, but will be non-voting Units with limited rights. For example, and not by way of limitation, the Class A Units will have no preference on liquidation, distributions, or allocations. See the Note attached hereto as Exhibit A for additional details.**
Conversion Price	Upon the Conversion Event, the price per Class A Unit will be: (a) with respect to a Next Equity Financing, the lowest per Unit purchase price of the Units issued in the Next Equity Financing; (b) with respect to a Corporate Transaction, the quotient resulting from dividing (x) the total purchase price of the Corporate Transaction by (y) the "Fully Diluted Capitalization" (as defined in the Note) immediately prior to the closing of the Corporate Transaction; and (c) with respect to the Maturity Date, the quotient resulting from dividing (x) the "Valuation" (as defined in the Note) by (y) the "Fully Diluted Capitalization" (as defined in the Note) immediately prior to such conversion.
Security Interest	The Notes will be general unsecured obligations of the Company.
Operating Agreement	Upon the Conversion Event, if applicable, each Holder will be admitted as a Class A Member of the Company pursuant to the terms of the Operating Agreement.

QUALIFICATION AND SUITABILITY OF INVESTORS

Prospective Investors Must Be Accredited Investors

This Offering is limited to Accredited Investors only. Due to federal securities laws, the Manager is required to take "reasonable steps to verify" accreditation status of each Prospective Investor prior to selling a Note to the Prospective Investor. On most occasions, this may simply include a verification letter from the Prospective Investor's certified public accountant. If a Prospective Investors is unable to obtain such verification, the Manager will retain the services of a third-party licensed verification company to ensure that any sensitive financial information is not shared with the Company.

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 submit a written representation 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.

The Company may also consider and request written confirmation from one of the following persons or entities that the Prospective 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:

1. A registered broker-dealer;

2. An investment adviser registered with the SEC;

3. 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

4. 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 include "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."

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 Notes 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."

Representations and Warranties

Investment in the Notes 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 purchase of a Note if, in its sole discretion, it believes that the Prospective Investor does not meet the

applicable suitability requirements or the Notes 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. The Manager will also require the Prospective Investors to represent that the Prospective Investors are purchasing the Notes 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 Notes—and, upon the Conversion Event, the Class A Units—is subject to extensive restrictions (see "RESTRICTIONS ON TRANSFER"). It is not expected that any public market for the resale of the Notes or Class A Units will develop.

THE COMPANY AND BUSINESS DESCRIPTION

The Company was formed when its Articles of Organization were filed on May 1, 2024, with the Wyoming Secretary of State pursuant to the Wyoming Limited Liability Company Act. The Company has yet to commence operations. The address of the Company is 3700 W Cherry Creek Rd, Camp Verde, Arizona 86322.

The Company was formed to hold 60% of the ownership interest in FrameTec Alpha and 65% of the ownership interest in FrameTec Bravo, and to develop future locations for FrameTec. Upon further capitalization of FrameTec Bravo, the Company may own more than 65% of the ownership interest in FrameTec Bravo.

Upon the formation of the Company, the founders of FrameTec Alpha and FrameTec Bravo (also the Class B Members of the Company) contributed their class B interests in FrameTec Alpha and FrameTec Bravo to the Company in exchange for Class B Units in the Company. In order to raise additional equity capital for FrameTec Alpha, FrameTec Bravo, and/or future FrameTec locations, the Company is making the Offering to Accredited Investors.

The assets of the Company currently include 60,000 class B units of FrameTec Alpha and 227,500 class B units of FrameTec Bravo. The current Class B Members of the Company are the founders of FrameTec. The Class B Members are DMDL LLC (which is owned by Damion Lupo and David Morris), Mingus Holdings LLC (which is owned by Kyle Brock, Marvin Phelps, Monte Ricca, Ben Bassous and Josh Lewis), and Stone Creek Holdings LLC (which is owned by Dan Hellman)

FrameTec Alpha

FrameTec Alpha was established to develop and operate the original FrameTec location, FrameTec Alpha in Camp Verde, Arizona. FrameTec Alpha was formed on May 27, 2022, with a two-year development phase and a targeted completion date of November of 2024. FrameTec Alpha is on schedule.

FrameTec Alpha is a newly constructed 111,711 sqft manufacturing facility. The facility is a first of its kind and will employ multiple lines of highly sophisticated equipment and significant automation. FrameTec Alpha (and all other FrameTec locations) will build panelized wood framing components, including roof trusses, interior wall panels, exterior wall panels, and floor

systems in a factory setting. These panelized components will then be transported by FrameTec Alpha to the job site and erected on site by FrameTec Alpha-employed framing crews.

FrameTec Alpha is a single plant and is expected to have the capacity to produce approximately 3,300 homes averaging 2,000 sqft per year, or 12,000 apartments averaging 500 sqft per year. This equates to a total expected capacity of approximately 6.6 million sqft of finished wood framed new buildings per year. At this time, building construction is complete and the Company is in the process of receiving, installing, and commissioning manufacturing equipment.

FrameTec Alpha is currently in the business of selling lumber packages to builders local to Camp Verde, AZ. FrameTec Alpha will begin manufacturing roof trusses during the third quarter of 2024 and is expected to go live with full commercial production during the fourth quarter of 2024.

Initially, FrameTec Alpha raised $40 million in equity capital. Subsequently, due to budget increases to improve plant efficiencies and add automation, FrameTec Alpha issued a capital call to its members in April of 2024. An additional $1.24 million was raised during that capital call. Thus, the total equity raised for FrameTec Alpha to date is $41.24 million.

FrameTec Alpha Debt Fund LLC (the "Debt Fund") was launched in February 2024, allowing FrameTec Alpha to raise short and intermediate term promissory notes. The Debt Fund is wholly owned by FrameTec Alpha. The total allowable debt to be raised in the Debt Fund is $30 million. To date, the Company has issued $8.09 million in promissory notes to the Debt Fund. The Company intends to limit the amount of promissory notes to be issued to a total of $10 million.

An additional approximate $17 million in capital is needed for FrameTec Alpha to commence operations. The additional capital required for FrameTec Alpha will be raised through a combination of the FrameTec Alpha Debt Fund and equity offerings in the Company.

FrameTec Bravo

FrameTec Bravo was established to develop and operate the second FrameTec location in Casa Grande, Arizona. FrameTec Bravo was formed on March 22, 2023, with a two-and-a-half-year development phase and a targeted completion date of November of 2025. FrameTec Bravo is on schedule.

FrameTec Bravo will operate two newly developed 125,600 sqft manufacturing facilities, which will be built as side-by-side mirror image versions of FrameTec Alpha. FrameTec Bravo has acquired the land on which the new manufacturing facility will be constructed and operated. Design and engineering for the two plants is substantially complete, but construction has not begun at this time.

The facilities will employ multiple lines of highly sophisticated equipment and significant automation. Like FrameTec Alpha and all other future FrameTec locations, FrameTec Bravo will build panelized wood framing components, including roof trusses, interior wall panels, exterior wall panels, and floor systems in a factory setting. These panelized components will then be

transported by FrameTec Bravo to the job site and erected on site by FrameTec Bravo-employed framing crews.

FrameTec Bravo is a double plant and is expected to have the capacity to produce approximately 6,600 homes averaging 2,000 sqft per year, or 24,000 apartments averaging 500 sqft per year. This equates to a total expected capacity of approximately 13.2 million sqft of finished wood framed new buildings per year.

To date, FrameTec Bravo has raised approximately $17.5 million. An additional approximate $87.5 million of equity capital is needed to complete the construction of and commencement of operations for FrameTec Bravo. The additional capital required for FrameTec Bravo will be raised through a combination of (1) an offering of non-voting equity in FrameTec Bravo and (2) equity offerings in the Company. FrameTec Bravo may also seek a loan for capital requirements greater than the $87.6 million of equity capital.

The Future

The Company was established to serve as a parent company to FrameTec Alpha and FrameTec Bravo, to fund the future capital needs of FrameTec Alpha and FrameTec Bravo, and to fund and operate future FrameTec locations. The Company intends to develop additional plants in locations outside of Arizona. Future locations will be considered based on demographic trends, including population, population growth, median household income, single and multifamily housing starts, and other factors.

THE OFFERING

General

This Memorandum describes an Offering to Prospective Investors of the Notes in the Company. An aggregate of up to $110,000,000 in Notes are being offered. In the event any unforeseen circumstances arise, additional funds in excess of $110,000,000 may be required and will be raised at the sole discretion of the Manager.

The Notes will carry an 8% simple interest rate per annum, made on the basis of a year of 360 days and the actual number of days elapsed, beginning on the day the Holder pays the principal amount to the Company. The principal and accrued interest will convert to Class A Units upon the Conversion Event at the Conversion Price. **In the event of a conversion upon the Conversion Event, the issuance of Class A Units pursuant to the conversion of the Notes will not be on the same terms and conditions applicable to other Units, but will be non-voting Units with limited rights. For example, and not by way of limitation, the Class A Units will have no preference on liquidation, distributions, or allocations.**

The day-to-day operations of the Company will be run by the Manager. Therefore, the Holders—and, upon the Conversion Event, the Class A Members—will have no or extremely limited input in the operations of the Company. This is truly a passive investment for the Holders—and, upon the Conversion Event, the Class A Members.

The Notes are offered on a Best Efforts basis, and the Offering is scheduled to end on or before June 30, 2025, unless extended by the Manager. The Company 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 Notes in the amount of $1,000,000. The Manager may lower the minimum investment amount for any Prospective Investor in the Manager's sole and absolute discretion. The Notes shall be considered sold to the Prospective Investors on the date Manager accepts and countersigns the Notes attached hereto and funds are received by the Company.

The purpose of this Offering is to provide the funding required to finish the development of FrameTec Alpha and FrameTec Bravo, and to provide working capital to FrameTec Alpha and FrameTec Bravo to cover startup costs for the two FrameTec locations. All real estate and major plant equipment for FrameTec Alpha is owned by Purple Acorn, and all real estate and major plant equipment for FrameTec Bravo is owned by Brown Acorn. The plants will be operated by FrameTec Alpha Operations and FrameTec Bravo Operations, respectively. FrameTec Alpha Operations and FrameTec Bravo Operations will produce the roof trusses, wall panels, floor assemblies, and other framing elements for houses, apartments, and other buildings. There is no assurance these objectives can be obtained.

The Prospective Investors' initial cash contributions will be deposited into a segregated checking account. Upon execution of the Notes by the Manager and receipt of the investment funds, the Prospective Investors will become Holders. 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.

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 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 Notes—and, upon the Conversion Event, the Class A Units—for investment purposes only and not with a view to resale or distribution. All Notes 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 Notes to Persons meeting its suitability standards, which the Company's Manager may determine in its sole and absolute discretion.

MANAGER

The Class B Members have appointed the Manager of the Company to supervise day-to-day operations of the Company. It is anticipated that, if a Next Equity Financing occurs, investors in such Next Equity Financing will own Preferred Units and have voting rights to select the Manager. Holders—and, upon the Conversion Event, Class A Members—will have no voting rights to select the Manager. In no instance shall there be less than one Manager.

The Class B Members have initially chosen FrameTec USA Management LLC to be the Manager of the Company. The Manager is managed by Vitruvian Ventures. 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 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 Operating 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.

Fees Paid by FrameTec Alpha

The following fees have been or will be paid by FrameTec Alpha to Vitruvian Ventures (an Affiliate of the Manager) as the manager of FrameTec Alpha and, if applicable, will continue to be paid by FrameTec Alpha to Vitruvian Ventures:

1. Asset Management Fee;
2. Acquisition Fee;
3. Loan Guarantor Fee; and
4. Professional Services Fee.

In addition, an Operations Management Fee is paid by FrameTec Alpha to MKMB Alpha Camp Verde Directors LLC (which is currently owned by Kyle Brock, Marvin Phelps, Monte Ricca, Ben Bassous and Josh Lewis) as the manager of FrameTec Alpha Operations.

Fees Paid by FrameTec Bravo

The following fees have been or will be paid by FrameTec Bravo to Vitruvian Ventures (an Affiliate of the Manager) as the manager of FrameTec Bravo and, if applicable, will continue to be paid by FrameTec Bravo to Vitruvian Ventures:

1. Asset Management Fee;
2. Land Acquisition Fee;
3. Loan Guarantor Fee;
4. Capital Transaction Fee; and
5. Development Fee.

In addition, an Operations Management Fee is paid by FrameTec Bravo to MKMB Bravo Casa Grande Directors LLC (which is currently owned by Kyle Brock, Marvin Phelps, Monte Ricca, Ben Bassous and Josh Lewis) as the manager of FrameTec Bravo Operations.

Fees Paid by the Company

At this time, there will be no fees paid by the Company to the Manager. Any fees paid by the Company to the Manager will be agreed upon by the Company and the Manager pursuant to the Operating Agreement.

RISK FACTORS

The purchase of the Notes involves a high degree of risk to the Prospective Investor, including certain risks relating to regulatory, operating, tax, and investment matters. Prospective Investors in the Company should give careful consideration to the following risk factors contained herein. The purchase of a Note involves risk and is suitable only for persons of financial means who have no need for liquidity in investments and who can afford professional advisors to carefully consider the following factors, the terms of the Notes, and the Company.

Risks Related to Pandemics

Pandemics may result in 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. Pandemics might affect the ability of the staff of the Company and/or the Manager to function properly. A reduction in liquidity and increase in volatility in financial markets due to a pandemic 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 Company and/or the Manager could become infected with illness from a pandemic, 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 could give rise to a decrease in demand, an increase in 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, (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.

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 a property owned by the Company contains or becomes contaminated with toxic or hazardous substances, the value and the marketability of such 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 any property contains toxic or hazardous substances, these investigations do not guarantee that any property is free of toxic or hazardous substances, nor can the Manager ensure that any property will not become contaminated with toxic or hazardous substances subsequent to the investment.

The operation of the FrameTec Alpha and FrameTec Bravo plants may add to this risk due to certain materials and chemicals that the plants must utilize to operate at the desired capacity.

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 Company and its physical operations are located could adversely affect the Venture and result in lower revenues. Natural disasters including tornadoes, hurricanes, floods, hailstorms, and earthquakes may damage the Company's operations, which may materially adversely affect the Company's consolidated financial results. Any of these events could have a material adverse effect on the Company's financial condition and the results of operations.

Competition

The Company will compete with other similar businesses in the same market. The number of competitive businesses 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 officers 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 $110,000,000. 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 Offering, 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 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 Company could go bankrupt.

If additional capital is needed, the Manager may obtain financing through any combination of debt or equity in its sole and absolute discretion.

Profitability

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

Market Demand

The Company'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 in the future.

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. Holders will not be able to receive any distributions from the Company until the Conversion Event and the Holder is admitted as a Member of the Company.

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 development and operation of businesses similar to the Company and the Venture. There can be no assurance the Company or the Venture will be able to operate or be able to achieve profitability.

Risk of Interpretation of Agreements

There are certain risks in connection with any investment in a company. Any documents describing the Company or 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.

Dependence Upon Manager

The Manager has full discretion in the management of the Company 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 Company and 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 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.

Uninsured Losses; Cost of Insurance

Although the Company 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. The 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 Company.

Construction Cost Increase

The estimated total cost for improvements of the FrameTec Alpha and FrameTec Bravo plants 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 earnings.

Labor Shortages

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

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 lawsuits, including but not limited to workers' compensation, discrimination, sexual harassment, or breach of state and federal labor laws. Moreover, the operations of the Venture 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 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 FrameTec Alpha and FrameTec Bravo plants are the first of their kind. Although the Manager believes the plants create a unique opportunity, there is also heightened risk in that the plants are an unproven concept. This will be the first time plants such as these have been developed or operated. There will likely be unexpected and unforeseen obstacles associated with the construction and operation of the plants. All of this could decrease the overall efficiency of operations and thus decrease revenues and profitability.

Supplies and Material Shortages

The Company and the Venture will rely on a substantial amount of materials and supply to manufacture its products. The recent COVID-19 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. 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, as amended, in reliance on the exceptive provisions of section 4(a)(2) of the Securities 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 Securities Act or other 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 SEC, 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 Notes—and, upon the Conversion Event, the Class A Units—may not be subsequently sold, assigned, conveyed, pledged, hypothecated or otherwise transferred by the Holder, whether or not for consideration, except in compliance with the Securities Act and applicable state securities laws. The Holder will receive restricted securities that, generally, will require a minimum hold period of 12 months. There will be no public market for the Notes or the Class A Units following termination of this Offering and it is not expected that a public market for the Notes or Class A Units will ever develop.

In addition, the Operating Agreement will place restrictions on the transfer or assignment of all Units. Any Member who desires to transfer a Unit in the Company in accordance with the terms of the Operating Agreement will nevertheless be prohibited from transferring said Units 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 Notes or the Units, and no such market is anticipated. Further, there can be no assurance that a market for the Notes or 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 Notes or the Units. Accordingly, an investment in the Notes and the Units will not be illiquid and there can be no assurance that they can be resold at or near the Offering price and, in fact, purchasers of the Notes and Units may be unable to resell them for an indeterminate period of time.

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

No Holder—or, upon the Conversion Event, Class A Member—will participate in management or control of the business or affairs of the Company. 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.

Limitation of Manager's Liability

The Manager, its Affiliates, managers, members, officers, shareholders, directors, employees, and agents will not be liable to any Holder or 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.

No Assurance of Return of Invested Capital

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

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, or counsel to the Manager or the Company with respect to any tax consequences relating to the Company, and each Prospective Investor should seek his, her, or its own tax advice concerning the purchase of a Note.

Federal and State Income Tax Risks

Necessity of Obtaining Professional Advice. THERE IS NO GENERAL EXPLANATION OF THE FEDERAL OR STATE INCOME TAX ASPECTS OF INVESTMENT IN THE COMPANY CONTAINED IN THIS MEMORANDUM, AND ACCORDINGLY, EACH PROSPECTIVE 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 such Prospective Investor becoming a Holder and, upon the Conversion Event, a Class 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, or 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 Holders or Members in the Company in the current or future years relating to the Company.

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 Notes. There can be no assurance that regulations having an adverse effect on the Holders or 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.

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.

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 the Manager as the "Tax Matters Representative" 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 for "unrelated business taxable income" ("UBTI") and "unrelated debt financed income" ("UDFI"). 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 Internal Revenue 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. 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. **If you are investing through an IRA, please consult your accountant and financial consultant for an evaluation of UBTI and/or UDFI as applied to your investment.**

OPERATING AGREEMENT

Each Holder will be admitted as a Class A Member of the Company pursuant to the terms of the Operating Agreement upon the Conversion Event.

The Operating Agreement will provide that the Class A Members, as owners of Class A Units, will have no voting rights and limited other rights. For example, and not by way of limitation, the Class A Units will have no preference on liquidation, distributions, or allocations.

The Class B Units and the Preferred Units will have voting rights, and the Preferred Units will likely have preference on liquidation, distributions, and allocations.

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 its Affiliates are not required to devote themselves exclusively to the affairs of the Company. The Manager and 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 or its Affiliates have, and may in the future, raise capital for other entities that include investors who are not Prospective Investors.

(c) The Manager 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 might involve compensation or benefits to the Manager and Affiliates if later agreed to by the Company and the Manager pursuant to the Operating Agreement. See "COMPENSATION AND FEES TO THE MANAGER AND AFFILIATES" for a description of fees paid by FrameTec Alpha and FrameTec Bravo to Affiliates of the Manager. Such fees were not selected by arm's length methods, but the Manager and its Affiliates believe that such fees are reasonable, in light of the tasks and risks undertaken. 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 Class B Members, Manager, and the Company have not had separate legal counsel in connection with the formation of the Company. Upon the Conversion Event, the Class A Members will not have been represented in preparation of the Operating Agreement. Therefore, the terms of such arrangements will not have been determined on an arms-length basis. Prospective Investors should seek the advice of their own counsel.

Liability of Members and Manager

The debts, obligations, and liabilities of the Company, however or wherever arisen or derived, shall be solely those of the Company, and no Member or Manager of the Company shall be personally liable for the same to third parties solely by reason of his or her status as a Member or Manager. 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 or Managers for liabilities or obligations of the Company.

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, the Manager, or its officers

or because it is between or affects the Company and any other person in which one or more of its Members, the Manager, or its 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. Fiduciary rules provide that a manager of a limited liability company shall perform its duties in good faith, in a manner it reasonably believes 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 a manager's duty of disclosure and duty of loyalty and several duties and obligations of and limitations on a manager.

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 the 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 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 are not subject to vote or review by the Members, except to the limited extent provided in state law.

Indemnification. The Company may, to the fullest extent not prohibited by the 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 provisions in the Operating Agreement will provide for indemnification of the Manager, purchasers of Notes may have a more limited right of action than they would have absent such provision in the Operating Agreement.

FURTHER INVESTIGATION

Statements contained in this Private Placement Memorandum as to the Notes 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 Prospective Investors or their duly authorized representatives. Each Prospective Investor and his, her, or its business and/or tax advisors are urged to examine all agreements and documents.

HOW TO PURCHASE A NOTE

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

1. The Note and Prospective Purchaser Questionnaire (attached hereto as Exhibits A, and B, respectively); and

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

The Manager, in its sole discretion, may accept purchases of Notes in amounts that are less than the minimum. Purchases of Notes may be accepted or rejected by the Manager in its sole discretion. If a Prospective Investor's purchase is rejected, his, her, or its payment will promptly be returned.

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