**Confidential Private Placement Memorandum  
Dated: August XX, 2024**

**COMPANY3 LLC**

**Offering a Maximum of $2,000,000.00 in Simple Agreements for Future Equity (“SAFE”)**

**Manager:**

Langan LLC

Attn: Brad Langan

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Henderson, NV 89012

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This Confidential Private Placement Memorandum (the “Memorandum”) relates to the sale (the “Offering”) of a maximum of $2,000,000 (the “Maximum Offering Amount”) in Simple Agreements for Future Equity (each, a “SAFE,” and collectively, the “SAFEs”) in Company3 LLC, a Nevada limited liability company (the “Company”). There is no minimum Offering amount and Offering proceeds will be made immediately available for the Company’s use. The minimum amount each investor must invest in SAFEs to participate in this Offering is $25,000.00, unless the minimum is waived by the Company’s manager, Langan LLC, a Nevada limited liability company.

SAFEs will be offered on a “best-efforts” basis through the Company’s management, for which no commissions or other compensation will be paid. This Offering is limited to Accredited Investors. This Offering will close as soon as the Maximum Offering Amount is sold or one year from the date of this Memorandum, whichever is earlier, or as otherwise determined in the discretion of the Company.

These securities have not been approved or disapproved by the united states securities and exchange commission (the “sec”) or any state or other regulatory authority, nor has the sec or any state or other regulatory authority passed on the accuracy or adequacy of this memorandum or endorsed the merits of this offering. Any representation to the contrary is a criminal offense.

These securities have not been registered with the united states securities and exchange commission under the securities act of 1933, as amended (the “securities act”) and are being offered in reliance on exemptions from registration provided in section 4(a)(2) of the securities act, RULE 506(B) OF REGULATION D promulgated thereunder, and preemption from the registration or qualification requirements (other than notice filing and fee provisions) of applicable state laws under the national securities markets improvement act of 1996 or applicable exemptions from such registration provisions.

This memorandum does not constitute an offer or solicitation to anyone in any jurisdiction in which such an offer or solicitation is not authorized. These are speculative securities and involve a high degree of risk, including those risks concerning illiquidity, restrictions on transfer, leverage, governmental regulations, and uncontrollable market conditions. See “Risk Factors” on page 6.

Prospective investors are not to construe the contents of this memorandum or any prior or subsequent communications from the company or any of its employees, agents, or other representatives as legal, business, or tax advice. Each prospective investor should consult their own counsel, business adviser, and tax adviser as to legal, business, and tax matters relating to the offering made pursuant to this memorandum.

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| --- | --- | --- |
|  | Offering Price(1) | Proceeds to  Company(2) |
| Minimum investment(3) | $25,000.00 | $25,000.00 |
| Maximum Offering Amount(4) | $2,000,000.00 | $2,000,000.00 |

1. SAFEs will be offered and sold by the Company on a “best-efforts” basis through the Company’s management. Such management will not receive commissions or other compensation for such selling efforts. See “” on page 17.
2. The Company expects to incur expenses relating to this Offering including legal, marketing, and printing expenses, and fees or expenses owed the Manager, the Members, Affiliates of the Manager and the Members, and third parties, as described in this Memorandum. The proceeds listed do not include deductions for such amounts. See “Estimated Use of Proceeds” on page 12, “” on page 15, and “” on page 17.
3. The minimum investment from each prospective investor is $25,000.00 unless the minimum is waived by the Manager in its discretion.
4. The Company may sell up to a maximum number of $2,000,000.00 in total gross Offering proceeds. There is no minimum Offering amount and raised capital in this Offering will be made immediately available for the Company’s use. See “” on page 17.

**PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER THE FOLLOWING:**

This Memorandum, the Exhibits, and the Subscription Documents: (a) are the only materials that have been authorized for use in connection with the Offering to sell SAFEs; (b) reflect the only information anyone has been authorized to give in connection with the Offering to sell SAFEs; and (c) are the only representations upon which anyone may rely in connection with the purchase of SAFEs. See “” on page 25.

No person has been authorized to give any information other than that contained in this Memorandum, or to make any representations, other than as expressly contained herein, in connection with the Offering made hereby, and, if given or made, such other information or representations, other than as expressly contained herein, must not be relied upon as having been authorized by the Company. The Company disclaims any and all liabilities for representations or warranties, expressed or implied, or any other written or oral communication transmitted or made available to the recipient, except as made or communicated by the Company.

Offering literature in any form whatsoever employed in connection with the Offering shall be subject to, and shall be superseded by, this Memorandum (including any exhibits, amendments, and supplements hereto). In the event of any conflict or perceived conflict between this Memorandum and any other Offering literature, unless otherwise stated, this Memorandum shall control.

The Company is offering to sell SAFEs in reliance on exemptions from federal registration requirements and exemption or preemption from state registration requirements. Those exemptions do not change the stringent requirement that every prospective investor in every investment not purchase under any misrepresentation or omission of any material fact. In preparing this Memorandum, the Company has made reasonable efforts to present all information that the Company considers material, based upon the information available to the Company. However, every prospective investor is urged to investigate further any matter that is not set forth in this Memorandum or any fact included in this Memorandum that the prospective investor considers material but does not clearly understand.

The information contained in this Memorandum is confidential and proprietary to the Company and is being submitted to prospective investors solely for such prospective investors’ confidential use with the express understanding that, without the prior written permission of the Company, such persons will not release this document or discuss the information contained herein or make reproductions of or use this Memorandum for any purpose other than evaluating a potential purchase of SAFEs.

This Memorandum does not purport to be all-inclusive or to contain all the information that a prospective investor may desire in investigating the Company. This Memorandum contains all of the information the Company deemed material to the evaluation of the Company and the Offering. Each prospective investor must conduct and rely on its own evaluation of the Company and the terms of the Offering, including the merits and risks involved, in making their investment decision. See “” on page 6.

Upon written request by any prospective investor or their representative, the Company will, prior to the completion of the Offering, answer questions concerning the terms and conditions of the Offering and will provide additional information which may be requested, to the extent it possesses such information or can obtain access thereto without unreasonable effort or expense, for purposes of verifying the accuracy of the information set forth herein.

**Forward-Looking Statements**

This Memorandum contains statements about operating and financial plans, terms, and performance of the Company and other statements that may be deemed projections of future results. Forward-looking statements may be identified by the use of words such as “expect,” “anticipate,” “intend,” “plan,” “assume,” “will,” “may” and similar expressions. The forward-looking statements are based on various assumptions, and these assumptions may prove to be incorrect. Accordingly, such forward-looking statements might not accurately predict future events or the actual performance of an investment in SAFEs. In addition, each prospective investor must disregard any projections and representations, written or oral, which do not conform to those contained in this Memorandum.

While the Company believes that the expectations reflected in the forward-looking statements are reasonable, the Company cannot guarantee future results, levels of activity, performance, or achievements. Moreover, neither the Company nor any other person assumes any responsibility for the accuracy or completeness of these statements or undertakes any obligation to revise these forward-looking statements to reflect events or circumstances after the date on the first page of this Memorandum or to reflect the occurrence of an unanticipated event.

Except as otherwise indicated, this memorandum speaks as of the date hereof. Neither the delivery of this memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the company after the date hereof. If a material change should occur, the company will supplement this memorandum with the relevant information regarding such material change. All supplements to this memorandum (which will be designated as such on the face thereof) shall be deemed to be incorporated into and made part of this memorandum.

**NASAA UNIFORM LEGEND**

In making an investment decision investors must rely on their own examination of the person or entity creating the securities and the terms of the offering, including the merits and risks involved. These securities have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the forgoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary is a criminal offense.

These securities are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the act, and the applicable state securities laws, pursuant to registration or exemption therefrom. Investors should be made aware that they will be required to bear the financial risks of this investment for an indefinite period of time.

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# Investor Suitability Criteria

**Accredited Investors**

The investor suitability requirements stated below represent the minimum suitability requirements established by the Company for purchasers of SAFEs; however, the satisfaction of these requirements by a prospective investor will not necessarily mean that SAFEs are a suitable investment for such prospective investor or that the Company will accept the prospective investor as an investor. Furthermore, the Company may modify its investor suitability requirements, and such modifications may raise the suitability standards for prospective investors. The SAFEs may be sold to prospective investors who represent in writing that they are an “Accredited Investor,” as defined under Rule 501 of Regulation D under the Securities Act and who invest a minimum of $25,000.00 in SAFEs, although the Company retains the right to waive such minimum.

In addition to the foregoing, each prospective investor must represent in writing that they meet, among other things, all of the following requirements:

• The prospective investor has received, reviewed, and understands this Memorandum and all Exhibits hereto;

• The prospective investor is basing their decision to invest in SAFEs on this Memorandum and all Exhibits hereto, and on the advice of their legal counsel, accountants, and financial advisors;

• The prospective investor understands that an investment in SAFEs involves substantial risks;

• The prospective investor’s overall commitment to non-liquid investments is, and after their investment in SAFEs will be, reasonable in relation to their Net Worth and current needs;

• The prospective investor has adequate means of providing for their financial requirements, both current and anticipated, and has no need for liquidity in this investment;

• The prospective investor can bear the economic risk of losing their entire investment in SAFEs;

• The prospective investor has such knowledge and experience in business and financial matters as to be capable of evaluating the merits and risks of an investment in SAFEs;

• The prospective investor is acquiring SAFEs for their own account and for investment purposes only and has no contract, undertaking, agreement, or arrangement to sell or otherwise transfer or dispose of any SAFEs;

• The prospective investor has had an opportunity to ask questions of and receive answers from the Company, or a person or persons acting on its behalf, concerning the Company and the terms and conditions of this investment, and all such questions have been answered to their full satisfaction;

• Except as set forth in the Subscription Documents, no representations or warranties have been made to the prospective investor by the Company or any partner, agent, employee, or Affiliate thereof, and in entering into this transaction the prospective investor is not relying upon any information, other than that contained in the Memorandum, including its Exhibits; and

• The prospective investor understands that the SAFEs constitute “restricted securities” as that term is defined in Rule 144 of the Securities Act; and

• The prospective investor did not come to learn of the Units by way of public solicitation or advertisement.

Representations with respect to the foregoing and certain other matters will be made by each prospective investor for SAFEs in the Subscription Agreement and related documents (“Subscription Documents”) attached as Exhibit 3 hereto.

A prospective investor who meets one of the following tests will qualify as an Accredited Investor:

• the prospective investor is a natural person who had 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;

• the prospective investor is a natural person whose individual Net Worth (defined herein), or joint Net Worth with that person’s spouse or spousal equivalent, exceeds $1,000,000 at the time of purchase of SAFEs;

• the prospective investor is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring SAFEs, whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he/she is capable of evaluating the merits and risks of an investment in SAFEs;

• the prospective investor is a 501(c)(3), corporation, business trust, partnership, or limited liability company with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring SAFEs;

• the prospective investor is an entity not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000;

• the prospective investor is an employee benefit plan within the meaning of ERISA, in which the investment decision is made by a plan fiduciary (as defined in Section 3(21) of ERISA) which is either a bank, savings and loan association, insurance company, or registered investment adviser; or the employee benefit plan has total assets in excess of $5,000,000; or is a self-directed plan in which investment decisions are made solely by persons who are Accredited Investors;

• the prospective investor is an entity (including an Individual Retirement Account trust) in which all of the equity owners are Accredited Investors as defined above;

• the prospective investor is a natural person holding in good standing a Series 7, 65, or 82 license or one or more professional certifications or designations or credentials from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status;[[1]](#footnote-1)

• the prospective investor is a “family office” as defined in the Investment Advisers Act of 1940 and (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; or

• the prospective investor is a “family client” of a family office whose prospective investment is directed by the family office.

For purposes of determining Accredited Investor status, “Net Worth” is computed as the difference between total assets and total liabilities while excluding any positive equity in the prospective investor’s primary residence but, if the net effect of the mortgage results in negative equity, the prospective investor should include any negative effects in calculating his/her Net Worth. The prospective investor should also subtract from their Net Worth any additional indebtedness secured by his/her primary residence incurred within the 60 days prior to his/her purchase of the SAFEs (other than debt incurred as a result of the acquisition of the primary residence). In determining income, prospective investors should add to their adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner or member in any limited partnership or limited liability company, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income. In the case of fiduciary accounts, the Net Worth and/or income suitability requirements may be satisfied by the beneficiary of the account, or by the fiduciary if the fiduciary directly or indirectly provides funds for the purchase of SAFEs.

Being permitted to invest in the Offering does not necessarily mean that the purchase of its SAFEs is a suitable investment. The purchase of SAFEs should never be a complete investment program for any person and should represent only a small portion of any person’s or entity’s complete investment portfolio. Persons and entities should not purchase SAFEs unless they are able to bear the risk of loss of their entire investment.

# Memorandum Summary

This summary highlights information contained elsewhere in this Memorandum. It is not complete and may not contain all of the information that prospective investors should consider before investing in SAFEs. Each prospective investor is urged to read this Memorandum and the additional information it refers to directly in its entirety.

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| **THE COMPANY** | Company3 LLC, a Nevada limited liability company, was formed on January 4, 2022, to develop and market a software platform for marketing agencies called VuLive (the “App”). |
| **Management:** | All of the business, investments, and affairs of the Company will be directed by the manager of the Company, Langan LLC. |
| **Mailing Address:** | Company3 LLC  c/o Langan LLC  1853 Stablegate Ave  Henderson, NV 89012 |
| **Securities Outstanding:** | Membership Interest in Company3 LLC are currently owned with the following ownership percentages: 42.5% by Langan LLC, a Nevada limited liability company (owned by Brad Langan); 42.5% by Leadline LLC, an Arizona limited liability company (owned by Kitti Kellman); 10% by Joseph Scarim, an individual; and 5% by Charles Dombek (holding company?).  The Company has a total of up to $2,000,000.00 in SAFEs to be sold in this Offering. The Company has no other SAFEs issued or outstanding. Affiliates of the Company may purchase such SAFEs on the same terms as those offered to prospective investors. |
| **THE OFFERING** |  |
| **Securities Offered:** | This Offering is for the sale of a maximum total of up to $2,000,000.00 in SAFEs. There is no minimum Offering amount and Offering proceeds will be made immediately available for the Company’s use. This Offering will close as soon as the Maximum Offering Amount is sold or one year from the date of this Memorandum, whichever is earlier, or as otherwise determined in the discretion of the Company. |
| **SAFE Terms and Conditions** | SAFEs allow for the possibility of conversion into equity securities of the Company upon the occurrence of certain events. For complete information on the terms and conditions of the Company’s SAFEs, please see Exhibit 3. |
| **Investor Suitability:** | This Offering is restricted to Accredited Investors, as determined in accordance with Regulation D under the Securities Act. Prospective investors should not purchase SAFEs unless they have substantial financial means, have no need for liquidity in the investment, and can afford to bear the loss of their entire investment. |
| **Use of Proceeds:** | See “  Estimated Use of Proceeds” on page 12 for a complete description of the Company’s expected allocations of the proceeds from this Offering. |
| **Exit Strategies:** | The Company’s goal is to position itself for an eventual sale or an initial public offering. Prior to that point, the Company expects to raise additional money from other investors, at which point the Company expects that SAFE investors will be converted into membership interests upon the occurrence of a conversion event, (see Exhibit 3) and such membership interests will either be liquidated in a sale of the Company or acquirer or a market will develop for the securities upon an initial public offering of the Company. However, there is no guarantee that the Company will be sold or that a public market for the Company’s securities will develop. Investors must be prepared to hold their SAFEs indefinitely. |
| **Distribution of Cash:** | SAFEs do not entitle the holders to interest or to receive distributions. Even upon conversion, the Company does not intend to make cash distributions. Investment gains, if any, will only be realized upon the sale of the Company or commencement of an initial public offering as described in “Exit Strategies” above. |
| **Use of Financing:** | The Company does not anticipate using significant debt financing, but the Company may develop, market, and sell the App through the use of debt financing. Such debt may be obtained from banks, insurance companies, private lenders, or other commercial sources of funds.  Such debt could be on a full, partial, or non-recourse basis, be at a fixed or floating interest rate, and/or make use of interest-rate swap or hedging agreements. Any debt financing obtained by the Company will be the Company’s sole responsibility and not an obligation of any investor. |
| **Fees:** | The Manager and its Affiliates are receiving no fees in connection with this Offering, or for providing services to the Company, but may receive reimbursement for reasonable expenses incurred in its management activities related to the Company. However, officers of the Company will receive salaries as described in “Estimated Use of Proceeds” on page 12.  These expected salaries and reimbursements will be paid out of capital contributions, revenues, reserves, and as further described in the section titled “Management Compensation” on page 15. |
| **Conflicts of Interest:** | The Manager and its Affiliates may engage in and possess interests in other business ventures of any and every type or description, independently or with others, whether similar or dissimilar to the Company’s business. Neither the Company nor any investor shall have any right, title, or interest in or to such independent ventures. The Manager and its Affiliates may conduct similar investment offerings through any such independent venture without liability to the Company for so doing. The Manager and its Affiliates are under no obligation to present any investment opportunity to the Company even if such opportunity is of a character that if presented to the Company, could be acquired by the Company for its own account. |
| **Operating Agreement:** | The Company will be governed by the Operating Agreement. It contains detailed provisions respecting the Company’s governance, accounting and financial matters, restrictions on the transfer of Units, and other important information. See Exhibit 2 for more information. |
| **Transfer Restrictions:** | SAFEs constitute “restricted securities,” as that term is defined in Rule 144, promulgated under the Securities Act, and cannot be resold unless such resale is registered under the Securities Act and applicable state securities laws or is exempt from such registration provisions. Even if SAFEs purchased in this Offering are eligible for resale, there is no trading market for such SAFEs, and none is likely to develop. |
| **Offering Period:** | The Offering will close as soon as the Maximum Offering Amount is sold or one year from the date of this Memorandum, whichever is earlier. However, the Company may choose to close this Offering earlier, at any time, for any reason. |
| **Method of Distribution:** | SAFEs will be offered through the Company’s management on a “best-efforts” basis. Such management will not receive commissions or other compensation for such efforts. |
| **How to Purchase SAFEs:** | In order to purchase SAFEs, prospective investors must deliver signed copies of the separately bound Subscription Documents to Company3 LLC.  The Company will promptly confirm in writing either the intent to accept or reject, in whole or in part, each subscription. On acceptance, the subscription agreement automatically becomes a binding, bilateral agreement for the purchase of the number of SAFEs accepted. All completed Subscription Documents and purchase funds should be submitted online or delivered to:  Company3 LLC  1853 Stablegate Ave  Henderson, NV 89012  brad@langandigital.com  Please contact Brad Langan at (626) 484-2744 for bank wire information. |

# Risk Factors

PROSPECTIVE INVESTORS SHOULD BE AWARE THAT PURCHASING a SAFE IS A SPECULATIVE INVESTMENT AND INVOLVES A HIGH DEGREE OF RISK. PROSPECTIVE INVESTORS SHOULD CAREFULLY READ THIS MEMORANDUM AND ALL EXHIBITS PRIOR TO MAKING AN INVESTMENT AND SHOULD BE ABLE TO BEAR THE COMPLETE LOSS OF THEIR INVESTMENT.

In addition to the negative implications of all information and financial data included or referred to directly in this Memorandum, prospective investors should consider the following risk factors before making an investment in SAFEs. This Memorandum contains forward-looking statements and information concerning the Company, its investment plans, and other future events. These statements should be read together with the discussion of risk factors set forth below because those risk factors could cause actual results to differ materially from such forward-looking statements. The cautionary statements set forth under this section and elsewhere in this Memorandum identify important factors with respect to forward-looking statements.

## Investment and Offering Risks

*An inability to raise substantial funds in this Offering would have a substantial effect on the Company’s financing strategy.* SAFEs will be offered and sold on a “best efforts” basis. No investor has made a firm commitment or obligation to purchase any SAFEs. As a result, the proceeds raised in this Offering may be substantially less than the amount the Company would need to meet its investment objectives. The Company may proceed with alternative financing (potentially on different terms than offered herein) in order to meet its operational goals. It is not certain the Company would be able to successfully negotiate any such alternative financing, which could materially and negatively impact its investment objectives.

*The purchase of SAFEs is a speculative investment.* The Company’s business objectives must be considered highly speculative. No assurance can be given that prospective investors will realize their investment objectives or will realize a substantial return (if any) on their investment or that they will not lose their entire investment in the Company. For this reason, each prospective investor should carefully read this Memorandum and all Exhibits hereto in their entirety. EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH THEIR ATTORNEYS, ACCOUNTANTS, AND BUSINESS ADVISERS PRIOR TO MAKING AN INVESTMENT.

*Restrictions on transferability of securities will limit the ability of purchasers to transfer their SAFEs.* SAFEs offered hereby will be “restricted securities” within the meaning of the Securities Act and, consequently, will be subject to the restrictions on transfer set forth in the Securities Act, the Securities Exchange Act, and the rules and regulations promulgated thereunder. In addition, such securities are subject to restrictions on transfer under applicable state securities laws under which such securities are sold in reliance on certain exemptions or under the provisions of certain qualifications. As restricted securities, the SAFEs may not be sold in the absence of registration or the availability of an exemption from such registration requirements. In addition, investors may not withdraw capital from the Company. It is not contemplated that registration of SAFEs under the Securities Act or other securities laws will be effected. There is no public market for SAFEs, and one is not expected to develop.

*SAFEs are expected to be offered under a private offering exemption, and if it were later determined that such exemption was not available, purchasers would be entitled to rescind their purchase agreements.* SAFEs are being offered to prospective investors pursuant to the so-called limited or private offering exemption from registration under Section 4(a)(2) and Rule 506(b) of Regulation D under the Securities Act. Unless the sale of SAFEs should qualify for such exemption, either pursuant to Regulation D promulgated thereunder or otherwise, the investors might have the right to rescind their purchase of SAFEs. Since compliance with these exemptions is highly technical, it is possible that if an investor were to seek rescission, such investor would succeed. A similar situation prevails under state law in those states where SAFEs may be offered without registration. If a number of investors were to be successful in seeking rescission, the Company would face severe financial demands that could adversely affect the Company and, thus, the non-rescinding investors. Inasmuch as the basis for relying on exemptions is factual, depending on the Company’s conduct and the conduct of persons contacting prospective investors and making the Offering, the Company will not receive a legal opinion to the effect that this Offering is exempt from registration under any federal or state law. Instead, the Company will rely on the operative facts as documented as the Company’s basis for such exemptions.

*This Offering has not been registered with the SEC or any state securities authorities.* This Offering will not be registered or qualified with the SEC under the Securities Act or with the securities agency of any state, and SAFEs are being offered in reliance upon an exemption from the registration provisions of the Securities Act and state securities laws applicable only to offers and sales to investors for SAFEs meeting the suitability requirements set forth in this Memorandum. Since this is a nonpublic Offering and, as such, is not registered under federal or state securities laws, prospective investors for SAFEs will not have the benefit of review by the SEC or any state securities regulatory authority. The terms and conditions of the Offering may not comply with the guidelines and regulations established for offerings that are required to be registered and qualified with those agencies.

*Investors will experience subsequent dilution.* The Company will issue equity, or other forms of securities which convert to equity (such as the SAFEs) in the future. There is no guarantee that whatever the conversion value of a SAFE is currently will be preserved in the future.

*A conversion event may never occur*. SAFEs are not membership interest. SAFEs only convert to membership interest in the Company upon the occurrence of a conversion event, but such conversion event may never occur. For example, if the Company makes enough money that it does not need to raise additional capital or sell to another company, the SAFEs will not convert to equity. If such conversion event never occurs, investors may lose some or all of their investment. Investors should review carefully the SAFE Agreement contained in Exhibit 3 to understand the triggering conversion events prior to making an investment in this Offering.

## Operational Risks

*Management has significant flexibility with regard to the Company’s operations and investments.* The Company’s agreements and arrangements with its management and their Affiliates have not been negotiated on an arm’s-length basis. Management has considerable discretion with respect to all decisions relating to the Company’s business.

*There may be significant conflicts of interest between management and their Affiliates and the Company*. Management and their Affiliates may engage in activities other than the ownership, service, and management of the Company, some of which may compete directly with the Company. See “” on page 15.

*The liability of the management is limited*. As a result of certain exculpation and indemnification provisions, the officers, employees, and agents of the Company, and certain other parties may not be liable to the Company or its investors for errors of judgment or other acts or omissions not constituting fraud, intentional misconduct, criminal act, or gross negligence. A successful claim for such indemnification would deplete the assets of the Company by the amount paid.

*Any projected results of operations included in this Memorandum are forward-looking statements that involve significant risks and uncertainty.* All materials or documents supplied by the Company should be considered speculative and are qualified in their entirety by the assumptions, information, and risks disclosed in this Memorandum. The assumptions and facts upon which such projections are based are subject to variations that may arise as future events actually occur, many of which are outside the Company’s control. Any projections included herein are based on assumptions made regarding future events. There is no assurance that actual events will correspond with these assumptions. Actual results for any period may or may not equal currently estimated, approximate projections and may differ significantly. Therefore, prospective investors should consult with their tax and business advisers about the validity and reasonableness of the factual, accounting, and tax assumptions contained in this Memorandum and the Exhibits to this Memorandum. Neither the Company nor any other person or entity has been authorized to make any representation or warranty as to the future profitability of the Company or of an investment in SAFEs.

*The borrowing of funds increases the risks of adverse effects on the Company’s financial condition*. Although the Company does not intend to borrow funds to capitalize its growth, it cannot guarantee that will never happen. If the Company borrows funds, such leverage could result in a lower valuation upon an eventual sale or initial public offering of the Company.

*The Company may have difficulties receiving debt financing necessary to fund its investment activities.* Although the Company does not intend to borrow funds to capitalize its growth, it may need to do so if the Company is unable to attract sufficient equity investment to fully fund its business plan. The Company does not have a firm commitment for any debt financing. In the event that the Company is unable to secure proper financing, it may be unable to develop, market, and sell subscriptions to the App as intended. In such event, investors could lose some or all of their investments.

*The Company depends heavily on key personnel, and turnover of key senior management could harm its business*. The Company’s future business and results of operations depend in significant part upon the continued contributions of its senior management personnel. If the Company loses their services or if they fail to perform in their current positions, or if the Company is not able to attract and retain skilled personnel as needed, its business could suffer. Any turnover in senior management could significantly deplete the Company’s institutional knowledge held by its existing senior management team. The Company does not have key-man insurance.

*SAFEs have no voting rights*. SAFEs are not membership interest. As such, investors in SAFEs have no voting rights. You will have no say in how the Company is run, and management may make decisions with which you disagree.

*The Company does not expect to make any distributions to SAFE holders or on account of the membership interests into which such SAFEs convert, so the only gain to investors is if the Company is sold to another company or commences an initial public offering.* Although the Company believes its business plan is sound and is structured specifically to place itself in a prime space for acquisition or an initial public offering (“IPO”) within one (1) to four (4) years, there is no guarantee that such acquisition or IPO will occur within that time frame, or at all. Investors must be prepared to hold their investment indefinitely and for the possibility that a market for the investment never develops.

## Business Risks

*Our business operates in a competitive and rapidly changing technology space, and the Company expects to face competition, which may include companies with greater resources and experience than the Company.* The development of a platform to manage and host virtual online events is an emerging trend, and several competitors currently exist, and additional potential competitors may emerge as the market develops. We may also face competition from larger companies with abundant resources, which could enable them to capture market share at a fast pace.

*Revenue growth is dependent on expanding the App’s acceptance.* The Company’s operating company’s business plan is dependent on continual growth in adoption of the App. If existing or new competitors offer similar services at better prices, the Company may not be able to generate significant revenue.

*Our business relies heavily on technology and intellectual property, and we may be unable to adequately or cost-effectively protect our intellectual property rights.* Our App and the technology embedded in it are protected by a combination of copyright laws, trademark laws, patents, trade secrets, confidentiality agreements with employees and third parties, and restrictive contractual provisions with customers. There is a risk that other companies or customers may employ our intellectual property without authorization and without recompensing us. The efforts we have taken to protect our proprietary rights may not be sufficient or effective. Failure to adequately enforce our intellectual property rights could result in a weakened market position and lower revenues. Enforcement of intellectual property rights is time consuming and costly and may require litigation to reach resolution. Litigation is an expensive and lengthy process with no guaranteed results.

*The Company may not be able to obtain intellectual property protection.* The Company may not have been the first to construct or implement this type of software and may therefore be unable to obtain protection for its intellectual property (whether through patent, trademark, copyright, or other IP right). The Company has not conducted any formal analysis of the “prior art” in its technology, and the existence of any such prior art would bring the novelty of its technologies into question and could cause any Company patent applications to be rejected. Further, changes in intellectual property law, both foreign and domestic, may impact the Company’s ability to obtain intellectual property right protection by making it more difficult or more costly. Court decisions may also detrimentally affect the Company’s ability to obtain or prosecute infringements of its intellectual property. Even if the Company Subsidiary is able to successfully register intellectual property, it may not provide meaningful protection or commercial advantage and may not be broad enough to prevent others from developing technologies that are similar or that achieve similar results to the Company’s.

*Developing software involves various risks that can impact the project's success, timeline, budget, and quality.* Software development entails numerous risks that can significantly impact project success, making risk management an integral aspect of the development process. Firstly, uncertainties surrounding project requirements pose a substantial risk. Incomplete or constantly changing requirements can lead to misunderstandings between stakeholders and development teams, resulting in rework, delays, and increased costs. Effective requirement gathering and continuous communication are crucial to mitigate this risk, ensuring alignment between project objectives and deliverables.

*Technological complexity introduces another layer of risk to our Company’s operations*. Our project involves intricate technologies and may require novel solutions. We may encounter challenges such as integration issues, performance bottlenecks, or security vulnerabilities. Technical feasibility studies and prototyping can help identify and address potential issues early in the development lifecycle, minimizing the impact on project timelines and quality.

*Resource constraints can create bottlenecks and inefficiencies throughout the software development lifecycle, resulting in project delays, compromised quality, and increased costs.* Resource constraints can impede the Company’s software development efforts in the following ways:

Limited Workforce: Insufficient skilled manpower can slow down development processes. With a shortage of developers, tasks may take longer to complete, leading to project delays. Moreover, overburdened team members may experience burnout, resulting in decreased productivity and morale.

Hardware and Software Resources: Inadequate hardware infrastructure or software licenses can hinder development activities. Slow or outdated hardware may increase build times, while limited access to essential software tools can restrict the capabilities of development teams. This can lead to inefficiencies and suboptimal outcomes in the development process.

Budgetary Constraints: Tight budget limitations can restrict the allocation of resources necessary for software development. This may result in compromises in areas such as staffing, training, infrastructure, or tooling, ultimately affecting the quality and timeliness of deliverables. Additionally, budget constraints may prevent the adoption of more efficient or innovative development practices or technologies.

Limited Testing Environments: Inadequate testing environments, such as staging or production environments, can impede thorough testing and validation of software products. Without sufficient resources to replicate real-world scenarios or scale testing efforts, critical bugs or performance issues may go undetected until later stages of development or even post-release, leading to increased costs and customer dissatisfaction.

Insufficient Training and Support: Resource constraints may limit opportunities for training and skill development among team members. Without adequate training programs or access to educational resources, developers may struggle to stay updated on the latest technologies and best practices, hindering their ability to deliver high-quality software solutions.

*Cybersecurity concerns also represent a significant risk in software development.* With cyber threats evolving rapidly, applications must be designed and developed with security in mind to mitigate the risk of data breaches, unauthorized access, or other security incidents. Employing secure coding practices, conducting regular security assessments, and adhering to industry best practices and compliance standards are essential strategies for addressing cybersecurity risks throughout the development lifecycle.

Lastly, schedule delays pose a substantial risk to software development projects. Factors such as unexpected technical challenges, scope creep, or resource constraints can disrupt project timelines and impact overall delivery schedules. Adopting agile development methodologies, breaking down projects into manageable sprints, and maintaining open lines of communication with stakeholders can help mitigate schedule-related risks by facilitating adaptability, transparency, and timely issue resolution. Additionally, establishing realistic project timelines and contingency plans can minimize the impact of unforeseen delays on project delivery.

*Budget overrun risks in software development pose significant challenges to project success and organizational finances.* Inaccurate cost estimation, scope creep, and unforeseen technical complexities can all contribute to exceeding the allocated budget. Poorly defined requirements or frequent changes in project scope can lead to additional development efforts, resulting in increased expenses. Moreover, underestimating the resources required for testing, debugging, and quality assurance may lead to cost overruns during the later stages of the development lifecycle. Additionally, reliance on third-party vendors or outsourcing arrangements without clear contractual agreements and cost controls can further exacerbate budgetary risks. Failure to implement careful budget planning, regular monitoring of expenses, and proactive risk management could lead to additional costs or even failure of the Company and a potential loss to investors.

*Quality assurance issues pose significant challenges in software development, impacting the reliability, functionality, and user experience of software products.* Insufficient testing, inadequate test coverage, and rushed release cycles can result in undetected bugs, performance issues, and usability problems. Without robust quality assurance processes in place, software products may fail to meet user expectations, leading to customer dissatisfaction, increased support costs, and damage to the organization's reputation. Additionally, inconsistent adherence to coding standards, lack of documentation, and poor communication among development teams can further exacerbate quality assurance issues, hindering the identification and resolution of defects.

*Security vulnerability risks represent a critical concern in software development, as they can lead to devastating consequences such as data breaches, unauthorized access, and compromised user privacy.* Throughout the development lifecycle, various factors contribute to the emergence of security vulnerabilities, including inadequate threat modeling, insecure coding practices, and insufficient security testing. Failure to address security concerns from the outset can result in vulnerabilities that are exploited by malicious actors, leading to significant financial losses, damage to reputation, and legal liabilities for organizations. Additionally, dependencies on third-party libraries or components may introduce vulnerabilities that developers are unaware of, further complicating the security landscape.

*Scalability issues present significant challenges in software development, particularly as applications grow in complexity and user base.* Without careful planning and architectural design, software systems may struggle to accommodate increasing loads and user demands, leading to degraded performance, downtime, and ultimately, loss of business opportunities. Common scalability bottlenecks include limitations in hardware resources, inefficient database queries, and architectural bottlenecks such as tightly coupled components or monolithic architectures. Additionally, scaling vertically by adding more resources to a single server may prove ineffective or cost-prohibitive in the long run. To address scalability challenges, the Company must ensure its developers adopt scalable architectural patterns such as microservices, distributed computing, and cloud-native architectures, enabling applications to scale horizontally by adding or removing instances dynamically based on demand. Moreover, implementing caching mechanisms, load balancing, and asynchronous processing can help optimize performance and resource utilization, improving the scalability and responsiveness of software systems. Failing to prioritize scalability from the outset and continuously monitoring and optimizing performance may lead to cost overruns and customer dissatisfaction which could negatively impact Company revenue.

*Regulatory compliance risk is a significant concern in software development.* Failure to adhere to applicable regulations and compliance standards can result in severe consequences, including legal penalties, fines, reputational damage, and loss of business opportunities. Developing software that handles sensitive data or processes transactions must comply with a myriad of regulations, such as HIPAA, GDPR, PCI-DSS, and others, which impose specific requirements for data protection, privacy, security, and auditing. Non-compliance with these regulations can lead to costly legal battles, lawsuits, and regulatory investigations, jeopardizing the financial stability and reputation of the organization. Moreover, regulatory requirements are constantly evolving, adding complexity and uncertainty to software development projects.

*Change management presents significant risks in software development due to the dynamic nature of projects and evolving requirements.* Inadequate processes for managing changes to project scope, requirements, or technology can lead to confusion, scope creep, and project delays. Without clear change management protocols in place, stakeholders may introduce modifications that are not properly assessed for feasibility, impact, or alignment with project goals, resulting in rework and disruption to project timelines. Additionally, poor communication and documentation of changes can lead to misunderstandings among team members, hindering collaboration and coordination. Moreover, resistance to change from stakeholders or team members may impede the adoption of new processes or technologies essential for project success. If the Company fails to establish robust change control procedures, including formalized change request workflows, impact assessments, and prioritization criteria, it could result in scope creep, budget overruns, schedule delays, compromise in quality and customer dissatisfaction.

*A failure, disruption, cyberattack, or other breach In the security of an information technology system or infrastructure could adversely affect the Company’s business and reputation and increase its costs.* The Company’s information systems store and process confidential user, employee, and other sensitive personal and business data, and it is therefore important to maintain network security. These systems, and those of third parties upon which its business relies, may be vulnerable to interruption or damage from natural disasters, fires, power outages, acts of terrorism or similar events, or from deliberate cyberattacks, such as hacking, viruses, worms, or other destructive or disruptive software, denial of service attacks, or other malicious activities, including any combination of the foregoing.

Any such event could disrupt the Company’s services or improperly disclose confidential or personal data, which could negatively impact the Company’s reputation, require the Company to incur potentially significant remedial expenses, or subject the Company to legal liability under laws that protect confidential or personal data, resulting in loss of revenue.

*Integrating AI into software introduces a myriad of risks that organizations must navigate to ensure the reliability, fairness, and ethical use of AI-driven solutions*. One prominent risk revolves around data quality and bias. AI algorithms heavily rely on data for training, and if the training data is biased, incomplete, or of poor quality, it can lead to biased or inaccurate predictions and decisions. Biases in data can perpetuate unfair treatment, discrimination, or inequities, posing legal and ethical challenges. Moreover, the complexity and opacity of AI models present another significant risk. AI models, particularly deep learning models, can be highly complex and difficult to interpret. Lack of transparency and interpretability hinders understanding of how AI systems arrive at their decisions, making it challenging to identify and address errors, biases, or unexpected behaviors. This opacity can erode trust among users and stakeholders, and in critical domains, it can have severe consequences on decision-making and regulatory compliance.

EACH RISK DESCRIBED ABOVE MAY AFFECT THE MANAGEMENT, INVESTMENT, OR OTHER TRANSACTIONS RELATED TO THE COMPANY. FOR ALL OF THE FOREGOING REASONS AND OTHERS SET FORTH HEREIN, AN INVESTMENT IN SAFES INVOLVES A HIGH DEGREE OF RISK. ANY PERSON OR ENTITY CONSIDERING AN INVESTMENT IN SAFES OFFERED HEREBY SHOULD BE AWARE OF THESE AND OTHER RISK FACTORS SET FORTH IN THIS MEMORANDUM.

# Estimated Use of Proceeds

The following table illustrates the amount of proceeds to be received by the Company on the sale of SAFEs and the intended uses of such proceeds.

|  |  |  |
| --- | --- | --- |
| **Sources of Capital** | **Maximum Offering Amount(1)** | **Percentage** |
| **Gross Proceeds(2)** | $2,000,000.00 | 100.00% |
| **Total Gross Capitalization** | **$2,000,000.00** | **100.00%** |
|  |  |  |
| **Use of Proceeds** |  |  |
| **Offering & Organizational Expenses(3)** | $15,000.00 | 0.75% |
| **Web and App Development** | $694,750.00 | 34.74% |
| **Product Development (UX and go to market features)** | $397,000.00 | 19.85% |
| **General Use** | $496,250.00 | 24.81% |
| **Capital Reserves(7)** | $397,000.00 | 19.85% |
| **Total Use of Proceeds** | **$2,000,000.00** | **100.00%** |

1. The Maximum Offering Amount is based on the sale of $2,000,000 in SAFEs pursuant to this Offering. The Company does not anticipate that the Maximum Offering Amount will be required to execute its business plan. The Company may sell less than the Maximum Offering Amount or amend or supplement this Memorandum to sell more SAFEs.
2. Management and their Affiliates or designees may purchase an unlimited number of SAFEs outside of the Offering on the same terms as those offered to prospective investors. Sale of SAFEs to management, their Affiliates, or other investors is not an indication that such SAFEs are suitable for any other investor.
3. The Company expects to incur approximately $20,000.00 for expenses relating to the organization of, and preparation for, this Offering including legal, accounting, and filing expenses.
4. The Company expects to allocate approximately $150,000.00 of the capital raised to a capital reserve fund if the Maximum Offering Amount is raised. The Company is not required to raise the Maximum Offering Amount and may terminate the Offering prior to raising this amount.

The allocation of the use of proceeds among the categories of anticipated expenditures represents management’s best estimates based on the current status of the Company’s proposed operations, plans, investment objectives, capital requirements, and financial conditions. Future events, including changes in economic or competitive conditions of the Company’s business plan or the completion of less than the total Offering, may cause the Company to modify the above-described allocation of proceeds. The Company’s use of proceeds may vary significantly in the event any of the Company’s assumptions prove inaccurate. The Company reserves the right to change the allocation of net proceeds from the Offering as unanticipated events or opportunities arise.

# Investment Objectives

## The Investment

The Company is raising funds in this Offering to develop, market, and sell subscriptions and generate revenue sharing through its App. The Company has the following additional objectives:

Position the Company for acquisition or an IPO. An investment objective of the Company is to position itself for acquisition or an IPO to generate returns upon exit.

Provide the investors with limited liability. An investment objective of the Company is to provide investors with limited liability. The Company is structured so that the Members will have the limited liability afforded to them as designated by the Nevada Revised Statues Chapter 86.

## The App

The Company has decided to develop and market a marketing software platform called VuLive. Vu.Live specializes as a web-based software event technology platform for virtual, in-person and hybrid events. Users will be able to host and attend online events and conferences with an easy to use, powerful event platform. Our target customers are businesses, organizations and influencers hosting online events, challenges and conferences; marketing agencies, summits, mega churches, celebrities, universities, and thought leaders with a massive following seeking to deliver content to their audience.

**VuLive Current Software Feature**:

* Multiple event types with live or simulated live modes, hub pages, analytics, replays, sponsor pages, webhooks, etc.
* Evergreen events
* Scheduled live events
* Basic ticketing system
* Universal user system (Group level users, events, and usage data)

**VuLive Current Development**:

* Webinar Mode with interactive cards, reminders, and advanced analytics
* Admin and SaaS features: Easier to add/manage admins, create new events, etc.
* Event templates

**Roadmap**:

* Data hub: Group level analytics with insights
* Improved event creation: templates, onboarding screens, file uploads
* Sales tracking
* Cross promotion abilities
* AI tools for creating campaigns, VSL scripts, chat bots
* Text message campaigns
* Hybrid events
* Advanced ticketing system
* Native Integrations with CRMs, tracking pixels.

The Company has been onboarding enterprise-level customers to the platform as of this year. It is working closely with these customers via an Ambassador Program we’ve recently launched where they pay upfront for onboarding/set up and a monthly subscription with a one-year commitment. This is giving us insight on what features are being requested and utilized, and we are gaining valuable feedback on user experience and data from this Ambassador Program.

For additional information about the App, see Exhibit 4.

## Capitalization

The Company intends to fund the further development and testing of the App with funds from the sale of SAFEs, including both funds raised through this and subsequent Offerings of securities. The Company intends to fund future development of the App and Company growth through the sale of additional SAFEs.

**Employees and Consultants**

The Company does not currently have employees other than its C-Suite officers described in “Management And Certain Security Holders” on page 16, but may hire employees or contractors as needed for the day-to-day business of the Company in the Manager’s sole discretion. The Company will engage counselors and consultants to provide accounting, tax return preparation, legal, and related services from time to time, as required, and the Company will bear the related costs.

## Exit Strategy

The Company’s goal is to position itself for an eventual sale or an initial public offering. Prior to that, the Company may need to raise additional capital through sale of additional equity to angel investors. As such, the Company expects that investors’ SAFEs will be converted into membership interests upon the occurrence of a conversion event, and such membership interests will either be redeemed in a sale of the Company or a market will develop for the securities upon an initial public offering of the Company. However, there is no guarantee that the Company will be sold or that a public market for the Company’s securities will develop. Investors must be prepared to hold their SAFEs indefinitely.

## Investor Reporting

The Company will use commercially reasonable efforts to furnish to each investor a discussion of the Company’s performance within 30 days after the end of each year.

# Management Compensation

The Company’s management, along with their Affiliates, may receive reasonable but possibly substantial compensation in connection with the management of the Company, and reimbursement for expenses incurred on behalf of the Company. The compensation arrangements described herein have been established by the Manager and are not the result of arm’s-length negotiations.

The CEO and other officers of the Company currently do not receive any salaries but may in the future. In addition, the Company may implement an employee equity compensation plan in the future. Additionally, management or their Affiliates will be reimbursed the fair value for the provision of additional services to the Company at reasonable commercial rates on either an hourly or per-service basis.

# Related Transactions and Conflicts of Interest

The proposed method of operation of the Company creates certain inherent conflicts of interest among the Company, its management, and their Affiliates. Management and their Affiliates may act, and are acting, as managers of limited liability companies, as general partners of partnerships, or in a managerial capacity in other businesses. Management and their Affiliates have existing responsibilities and, in the future, may have additional responsibilities to provide management and services to a number of other entities, including to multiple properties or businesses. Prospective investors should carefully consider these important conflicts of interest and those described with the risk factors before investing in the Company. See “Risk Factors” on page 6. Additional conflicts of interest may be, but are not limited to, the following:

*Management and their Affiliates may be involved with similar investments* *or businesses.* Management and their Affiliates may act as manager or be a member in other business entities engaged in making similar investments to those contemplated to be made by the Company. Management and their Affiliates who will raise investment funds for the Company may act in the same capacity for other investors, companies, partnerships, or entities that may compete with the Company. To the extent its time is required on these business and management activities, they may not be available to be involved in the day-to-day monitoring of the Company’s operations.

*Management and their Affiliates will receive compensation from the Company.* Payments to management and their Affiliates for services rendered to the Company have not been and will not be determined by arm’s length negotiations. See “” on page 15.

Management and their *Affiliates* may not have had the benefit of separate counsel.Attorneys, accountants, and/or other professionals representing the Company may also serve as counsel or agent to management and certain of theirAffiliates, and it is anticipated that such multiple representation may continue in the future. As a result, conflicts may arise, and if those conflicts cannot be resolved or the consent of the respective parties cannot be obtained to the continuation of the multiple representations after full disclosure of any such conflict, such counsel will withdraw from representing one or more of the conflicting interests with respect to the specific matter involved.

# Prior Performance

The Company was formed specifically to pursue its proposed business and has no prior experience raising or investing funds. The Company has provided financial statements attached as Exhibit 5 for prospective investors’ review.

# Management And Certain Security Holders

## Langan LLC

Langan LLC, a Nevada limited liability company, is the Manager of the Company. The Manager is managed by Brad Langan. The officers of the Manager include Brad Langan, CEO; Kitty Kellman, COO; Joseph Scarim, CTO; and Charles Dombek CFO. The Manager shall manage all the business and affairs of the Company. The Manager shall direct, manage, and control the Company to the best of its ability and shall have full and complete authority, power, and discretion to make any and all decisions and do any and all things the Manager deems to be reasonably required to accomplish the investment objectives of the Company. The Members will have little or no control over the Company's day-to-day operations and will be able to vote only on limited matters. The Manager will make all other decisions.

## Brad Langan, CEO

Brad Langan, owner of Langan Digital, is a master of digital marketing, renowned for his ability to significantly boost business growth through targeted strategies. His approach to combining paid and organic traffic has not only enhanced brand visibility but also driven sales, proving instrumental for business owners aiming for market dominance. Under Brad's guidance, his clients' businesses have collectively generated well over $100 million in revenue, highlighting his expertise and impact in the digital marketing landscape.

Role: Leading major corporate decisions, managing overall operations, and ensuring the company's success and growth.

## Kitty Kellman, COO

Kitty has a passion for continuous learning and developing meaningful systems, streamlining workflows, building software teams and products. As an entrepreneur with 15+ years of experience she has developed expertise in operations, and project management. She has successfully co-founded and exited SaaS platforms LeadOwl and Online Sales Pro.

Role: Implementing business strategies, managing operational processes, and ensuring that the company meets its goals and objectives.

## Joseph Scarim, CTO

Joey has developed multiple LMS, CRM, and lead generation systems to help marketers and small businesses train their teams, increase their response times, and close more sales.

Role: Responsible for leading research and development efforts, identifying and implementing new technologies, and overseeing the technical team

## Charles Dombek, CFO

Charles Dombek, CPA MBA, is an integral part of our strategic planning, bringing to the table a wealth of expertise in finance and growth strategies. His role transcends traditional advisory capacities, as he actively engages in shaping our financial framework to ensure it's robust, flexible, and capable of supporting our ambitious growth objectives. Charles's deep understanding of market dynamics and strategic financial planning allows us to identify and pursue growth opportunities with precision and confidence.

Charles is an internationally recognized financial and wealth architect and is one of the foremost authorities on domestic and international tax planning and mitigation. He has been a practicing CPA for over 25 years and is the founding partner at The Optimal Financial Group, which is a boutique CPA firm with a national footprint. Charlie has raised more than $100MM in equity for real estate acquisitions totaling nearly $1 billion over the last two years. He is a direct sponsor of an asset-backed lending platform in micro-lending niches as well as a FOREX trading platform with over $50MM in capital under management. Charlie's clients include family offices, professional athletes, entertainers, and highly successful healthcare professionals. Charlie began his career in the late 80's at the Big Four national accounting firm, Ernst and Young. He holds an MBA from the College of William and Mary, along with a Bachelor of Science in Accounting from Virginia Tech. He is a highly recognized author and a regular speaker at financial and investment workshops throughout the world.

# Legal Proceedings

The Company and the Manager are not party to any legal proceedings nor have any legal proceedings been, to the best of the Manager’s knowledge, threatened against the Company, or its Manager. Additionally, the foregoing are, to the best of their knowledge, unaware of any prior legal proceedings that would be material to this Offering.

# Terms of the Offering

## The Offering

Subject to the terms and conditions set forth in this Memorandum and the Subscription Documents described below, the Company is offering to sell SAFEs to specified purchasers who are Accredited Investors, as that term is defined in Regulation D, Rule 501 who each meet the Company’s suitability criteria.

This Offering is for up to $2,000,000 of SAFEs (the Maximum Offering Amount). The minimum investment from each investor is $25,000.00 unless the minimum is waived by the Manager. This Offering will close as soon as the Maximum Offering Amount is sold or one year from the date of this Memorandum, whichever is earlier, or as otherwise determined in the discretion of the Company.

## Method of Placement

SAFEs will be offered exclusively through the Company’s management including the Manager and its Affiliates, who will not be compensated directly or indirectly for such efforts. SAFEs will be offered on a “best-efforts” basis. There is no assurance that all or any SAFEs will be sold. The Company’s Affiliates may purchase SAFEs on the same terms and conditions as other prospective investors. The Company intends to indemnify the Company’s Manager, officers, and other persons and entities against certain Company actions and civil liabilities, including liabilities under the Securities Act. In the opinion of the SEC, the foregoing indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

The Manager will decide whether to accept or reject a subscription within a reasonable time after the receipt of the completed subscription booklet and investment amount. If a subscription is not accepted, any related collected funds will be returned to the subscriber promptly, but in any event within 5 business days of non-acceptance of the prospective investor. The Company will advise all prospective investors whose subscriptions have been accepted when this Offering has been terminated.

## Restricted Securities

There are significant restrictions under the securities laws on the transfer of SAFEs. SAFEs are offered in reliance on exemptions and preemption from the registration provisions of the Securities Act and various state securities laws. SAFEs constitute “restricted securities,” as that term is defined in Rule 144 promulgated under the Securities Act and cannot be resold unless such resale is registered under the Securities Act and applicable state securities laws (which may be prohibitively expensive and may not be possible in any event) or sold pursuant to an exemption therefrom. In some states, specified conditions must be met, or approval of a state authority may be required. Even if SAFEs purchased in this Offering are eligible for resale, there is no trading market for such SAFEs, and none is likely to develop.

In an effort to meet the conditions of such exemptions or preemption, the Company will file such notices and reports as may be required by the states in which the purchasers of SAFEs in this Offering reside at the time of purchase of such SAFEs from the Company and will otherwise utilize commercially reasonable efforts to satisfy the conditions of an exemption or preemption from registration in each of such states.

SAFEs offered hereby must be acquired for investment purposes only and not with a view to or for resale in connection with any distribution thereof. SAFEs will not be registered under the Securities Act or under the securities acts of any state where offered and will be sold and issued in reliance on exemptions and preemption from such registration. Such exemption or preemption depends in part on the investment intent of the investors. Among other things, such restrictions require the investors to bear the economic risk of the investment by holding the securities acquired for an indefinite period of time. These restrictions are set forth in detail in the separately bound Subscription Documents, which must be signed and agreed to by persons and entities purchasing SAFEs. Prospective investors are urged to review the specific restrictions carefully.

The Company may refuse to transfer any securities to any transferee that does not furnish, in writing to the Company, the same representations and warranties and agree to the same conditions with respect to such securities as are set forth herein. The Company may further refuse to transfer the securities if circumstances are present reasonably indicating that the proposed transferee’s representations are not accurate. In any event, the Company may refuse to consent to any transfer in the absence of an opinion of legal counsel, satisfactory to, and independent of, the Company’s counsel that such proposed transfer is consistent with the above conditions.

In addition to the foregoing restrictions under applicable securities laws, there are also significant restrictions on the transfer of Units as set forth in the Operating Agreement.

## Acceptance Guidelines of the Company

Based on the representations contained in the Subscription Documents and other information of which the Company has actual knowledge, the Company’s Manager will make the determination of whether to proceed with the sale of SAFEs to the prospective investor. The Company has an absolute right to accept or reject prospective investors and may do so on the basis of factors not related to the suitability of the prospective investor. In making the determination, the Company’s Manager will follow guidelines appropriate for reliance on exemptions and preemption from registration under applicable securities laws.

If the subscription offer is not accepted, appropriate notice thereof will be transmitted promptly to the prospective investor, the Subscription Documents will be appropriately marked, and the subscription proceeds will be returned, without interest or deduction of expenses, to the prospective investor. Regardless of the date of execution, SAFEs will not become legally binding for investors whose subscriptions are accepted until the Company “breaks impounds” and begins to deploy investor funds.

## How to Purchase SAFEs

In order to purchase SAFEs described in this Memorandum, prospective investors are required to tender to the principal office address signed copies of the separately bound Subscription Documents, delivered together with a cashier’s check or bank wire in the amount of the subscription payable to Company3 LLC. On acceptance, the subscription agreement automatically becomes a binding bilateral agreement for the purchase of the number of SAFEs specified.

Deliveries of Subscription Documents and Capital Contributions may be submitted online or delivered to:

Company3 LLC

Attn: Brad Langan

1853 Stablegate Ave

Henderson, NV 89012

brad@langandigital.com

Please contact Brad Langan at (626) 484-2744 for payment instructions.

# Summary of SAFE Terms

The following summary covers certain significant provisions of the SAFEs and is qualified in its entirety by the provisions of the SAFE contained within Exhibit 3. It is the intent of the Company that this Memorandum accurately summarize and represent the terms of the SAFE. However, in the event that any term of this Memorandum conflicts with the SAFE, the SAFE shall control. Each prospective investor should carefully study the SAFE within Exhibit 3 in its entirety before purchasing a SAFE.

|  |  |
| --- | --- |
| **Amount:** | The Company is offering up to $2,000,000.00 in SAFEs. |
| **Conversion Events:** | Each SAFE will convert:   1. automatically, upon the Company's issuance of equity securities (the "Next Equity Financing") in a single transaction, or series of related transactions, with aggregate gross proceeds to the Company of at least $5,000,000.00, excluding proceeds from the issuance of any simple agreements for future equity (including the SAFEs) or convertible debt, into (a) units of the Company issued to investors in the Next Equity Financing or (b) in the event the Company issues preferred units with a liquidation preference in the Next Equity Financing, at the Company's election, units of a shadow series substantially the same as the series of units issued in the Next Equity Financing, except that the per unit liquidation preference of the shadow series will be equal to the conversion price of the SAFEs (a "Next Equity Financing Conversion"); and 2. at the Purchaser's option, in the event of a Corporate Transaction (as defined below) while such SAFE remains outstanding, into shares of the Company's common stock (a "Corporate Transaction Conversion"). |
| **Conversion Price:** | The price per unit of Conversion Units will be:   1. with respect to a Next Equity Financing Conversion, the price that is the lesser of (A) 20% (the "Discount") less than the lowest price per share of units sold in the Next Equity Financing and (B) the price per share implied by a US$20,000,000 pre-money valuation, calculated based on the Company's fully diluted capitalization immediately prior to the closing of the Next Equity Financing; and 2. with respect to a Corporate Transaction Conversion (defined below), the price per share implied by a US$20,000,000 pre-money valuation, calculated based on the Company's fully diluted capitalization immediately prior to the closing of the Corporate Transaction.   "Corporate Transaction" means (a) a sale by the Company of all or substantially all of its assets, (b) a merger of the Company with or into another entity (if after such merger the holders of a majority of the Company’s voting securities immediately prior to the transaction do not hold a majority of the voting securities of the successor entity) or (c) the transfer of more than 50% of the Company's voting securities to a person or group. |
| **Corporate Transaction Payment:** | If a Corporate Transaction occurs before the conversion of the SAFEs into Conversion Shares, the Company will pay at the closing of the Corporate Transaction to each purchaser that elects not to convert its SAFE in connection with such Corporate Transaction the amount such purchaser paid for its SAFE (a "Corporate Transaction Payment"). |

# Summary of the Operating Agreement

The rights and obligations of the Company’s Members are governed by the Operating Agreement. The following summary covers certain significant provisions of the Operating Agreement and is qualified in its entirety by the provisions of the Operating Agreement. It is the intent of the Company that this Memorandum accurately summarize and represent the terms of the Operating Agreement. However, in the event that any term of this Memorandum conflicts with the Operating Agreement, the Operating Agreement shall control. Each prospective investor should carefully study the Operating Agreement attached hereto as Exhibit 2 in its entirety before purchasing SAFEs.

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| --- | --- |
| **Interests in the Company:** | The Company is authorized to issue 500,000,000 Units. Currently, only Class A Units are authorized. Un-issued Units may not be voted or allocated Profits, Losses, or distributions. |
| **The Manager:** | Langan LLC is the Manager of the Company. The mailing address of the Manager is 1853 Stablegate Ave, Henderson, NV 89012.  The Manager will manage all the business and affairs of the Company. The Manager will direct, manage, and control the Company to the best of its ability and will have full and complete authority, power, and discretion to make any and all decisions and to do any and all things that the Manager deems to be reasonably required to accomplish the business and objectives of the Company. |
| **The Members:** | The Members are not permitted to take part in the management or control of the business or operations of the Company. Assuming that the Company is operated in accordance with the terms of the Operating Agreement, a Member generally will not be liable for the obligations of the Company in excess of its total Capital Contributions and share of undistributed profits. However, a Member may be liable for any distributions made to the Member if, after such distribution, the remaining assets of the Company are not sufficient to pay its then outstanding liabilities. The Operating Agreement provides that the Members will not be personally liable for the expenses, liabilities, or obligations of the Company. |
| **Voting Rights of the Members:** | Unless otherwise specified in the Operating Agreement or required by law, any action requiring the approval of the Members may be approved by the vote or written consent of the Members entitled to vote or consent. The approval of the Members is required for:   * The removal of the Manager. * Amending the Operating Agreement other than to (i) change the name of the Company or the location of its principal office; (ii) add to the duties or obligations of the Manager; (iii) cure any ambiguity or correct or supplement any inconsistency in the Agreement; (iv) correct any printing, stenographic, or clerical errors or omissions in order that the Agreement shall accurately reflect the agreement among the Members; or (v) reflect information regarding the admission of any additional or substitute Member; provided in each case that the Manager reasonably determines that such amendment will not subject any Member to any material, adverse economic consequences. * The dissolution of the Company, except as otherwise provided for in the Operating Agreement. * The requirement of Additional Capital Contributions. * Payment of additional compensation to the Manager or its Affiliates. * Expulsion of a Member. * Such other matters as are required by the Operating Agreement or the Act. |
| **Term and Dissolution:** | The term of the Company commenced upon the filing of the Company’s Articles of Organization with the Nevada Secretary of State on January 4, 2022 and will last in perpetuity or until such time as the winding up and liquidation of the Company and its business is completed following a liquidating event.  The Company will be dissolved upon the occurrence of any of the following events:   * In the discretion of the Manager, upon the liquidation and/or distribution of all Company Assets. * The withdrawal of the Manager unless (i) the Company has at least one other Manager, or (ii) within 90 days after the withdrawal, the Members vote to continue the business of the Company and to appoint one or more additional Managers. * The withdrawal of all the Members, unless the Company is continued in accordance with the Act. * The entry of a decree of judicial dissolution. |
| **Distributions and Allocations:** | Distributable Cash shall be distributed to the Members, ratably apportioned according to their respective Membership Interests at such times as determined by the Manager. During the Company term and upon its liquidation, the Company shall allocate all Profits first to each Member in proportion to its cumulative distributions, not including return of capital, until all such distributions have been so allocated as Profits. The balance, if any, will then be allocated to the Members in proportion to their Membership Interests.  Losses will be allocated first to the Members in proportion to and to the extent of their Profits, if any, previously allocated in reverse order in which Profit was allocated. Second, the balance, if any, will be allocated to the Members in proportion to their Membership Interests. |
| **Access to Company Information:** | Members, but not Assignees, may examine and audit the Company’s books, records, accounts, and assets at the principal office of the Company, or such other place as the Manager may specify, subject to such reasonable restrictions as may be imposed by the Manager. All expenses attributable to any such examination or audit shall be borne by such Member. |
| **Indemnification:** | The Operating Agreement generally provides that the Company will indemnify the Manager, its Affiliates, and certain other parties against any claim or loss incurred in connection with any action, suit, or proceeding resulting from such party’s relationship to the Company. A party will not be indemnified with respect to matters as to which the party is finally adjudicated in any such action, suit or proceeding (a) to have acted in bad faith, or in the reasonable belief that the party’s action was opposed to the best interests of the Company, or with gross negligence or willful misconduct, or in breach of such party’s fiduciary duty to the Company (if any), or (b) with respect to any criminal action or proceeding, to have had cause to believe beyond any reasonable doubt the party’s conduct was criminal. The Company will pay the expenses incurred by an indemnified party in connection with any such action, suit, or proceeding, or in connection with claims arising in connection with any potential or threatened action, suit, or proceeding, in advance of the final disposition of such action, suit, or proceeding. Upon receipt of a final judgment indicating that indemnification should not have applied, then such party will repay indemnification payments. |
| **Removal of a Manager:** | A Manager may be removed for Good Cause by the Members entitled to vote or consent holding seventy-five percent (75%) of Membership Interests (excluding the Manager to be removed or any Members who are Affiliates of the Manager to be removed). However, no Manager may be removed during any period its principal has personally guaranteed a loan secured by the Property without the applicable lender’s consent. For purposes of the foregoing, “Good Cause” means that the Manager conducted itself on behalf of the Company in a manner that (i) constitutes gross negligence or willful misconduct and (ii) has a material, adverse effect on the Company. In the event the Members vote to remove the Manager for Good Cause, the Manager will have the right to submit the question of whether sufficient grounds for removal exists to binding arbitration, to be conducted as further described in the Operating Agreement.  No Member, including a Manager, if applicable, will have any special right to withdraw upon a removal of a Manager. |
| **Transfers of Units:** | A Member is not permitted to assign, pledge, mortgage, hypothecate, give, sell, or otherwise dispose of or encumber all or a portion of its Units, unless such transfer:   * Is approved by the Manager, which approval may be granted or withheld in its sole discretion and subject to such conditions as it may impose; * Is evidenced by a written agreement, in form and substance satisfactory to the Manager, that is executed by the transferor, the transferee(s), and the Manager; * Will not result in violation of the registration requirements of the Securities Act; * Will not require the Company to register as an investment company under the Investment Company Act of 1940, as amended; and * Will not result in the Company being classified for federal income tax purposes as an association taxable as a corporation.   The transferor of any Units is required to reimburse the Company for any expenses reasonably incurred in connection with a transfer, including any legal, accounting, and other expenses, whether or not such transfer is consummated.  The transferee of any Units in the Company that is admitted to the Company as a substituted Member will succeed to the rights and liabilities of the transferor Member and, after the effective date of such admission, the capital account of the transferor will become the capital account of the transferee, to the extent of Units transferred. |
| **Additional Capital Contributions:** | The Company may not require Additional Capital Contributions from the Members. |
| **Dispute Resolution:** | Because the fundamental nature of the Company is to provide an opportunity for the Members to receive cash distributions of profits from Company operations, it is imperative that disputes between a Member and the Company and/or a Manager or between Members are not allowed to extinguish or diminish the profits available to other Members. Thus, the Operating Agreement contains a detailed internal alternative dispute resolution procedure (in lieu of litigation) which requires the parties to any dispute to engage in good-faith negotiations for no less than 90 days, followed by a minimum of 3 face-to-face mediations, and, as a last resort, binding arbitration, all of which shall be performed in accordance with the rules of the American Arbitration Association and will take place in the county of the principal office of the Company.  In the event of a dispute, a Member is limited to seeking its initial Capital Contributions plus any Distributable Cash to which it is entitled. Each party will bear its own attorneys’ fees and costs regardless of the outcome. In the event arbitration is required, discovery will be limited, and, by signing the Operating Agreement, the parties are giving up their rights to a jury trial. The Manager will be required to maintain the *status quo* with respect to Company operations and distributions pending the outcome of any dispute, except for any distributions to the complaining Member, which will be held in trust pending the outcome of the proceeding. Investors are encouraged to seek their own legal counsel as to the effect of this provision. |
| **Partnership Representative:** | The Manager may designate the IRS Partnership Representative each year until dissolution in its sole discretion. The initial Partnership Representative is Langan LLC. |

# Defined Terms

In addition to those capitalized and otherwise defined terms contained herein and therein the Operating Agreement, the following terms shall have the definitions ascribed hereunder.

“Accredited Investor” means those individuals that meet the criteria established by the SEC pursuant to the Securities Act, Regulation D, Section 230.501 (“Rule 501”).

“Affiliate” has the definition provided in the SEC’s Regulation D, Section 230.501(b), i.e., “a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.”

“Class A” or “Class A Member” shall refer to those Members who have purchased or otherwise acquired or been issued Class A Units.

“Company” refers to Company3 LLC, a Nevada limited liability company.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Plan” means an employee benefit plan or trust within the meaning of, and subject to, the provisions of ERISA.

“Investment Company Act” means the Investment Company Act of 1940, as amended.

“IRA” means an individual retirement account.

“Manager” means Langan LLC, a Nevada limited liability company, or any other person or persons, or entity that becomes a manager pursuant to the Operating Agreement.

“Maximum Offering Amount” means $2,000,000.00, the maximum aggregate investment in SAFEs allowed under the terms of this Offering.

“Member” means a party holding membership interests in the Company. The term “Member” as used herein will include a Manager to the extent it has purchased or received such membership interests in the Company.

“Memorandum” means this Confidential Private Placement Memorandum and all of its Exhibits, each of which are incorporated herein by reference.

“Net Worth” means the difference between total assets and total liabilities while excluding any positive equity in the prospective investor’s primary residence, but, if the net effect of the mortgage results in negative equity, the prospective investor should include any negative effects in calculating their Net Worth. The prospective investor should also subtract from their Net Worth any additional indebtedness secured by his/her primary residence incurred within the 60 days prior to his/her purchase of the SAFEs (other than debt incurred as a result of the acquisition of the primary residence).

“Offering” means the sale of SAFEs in the Company pursuant to the terms of this Memorandum.

“Operating Agreement” means the written Amended and Restated Operating Agreement of Company3 LLC, a Nevada limited liability company, as may be amended from time to time.

“SAFEs” means a Simple Agreement for Future Equity purchased in this Offering, or otherwise issued to persons and entities, subject to the SAFE contained in Exhibit 3.

“SEC” means the United States Securities and Exchange Commission.

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

“Subscription Documents” means the Subscription Agreement and related documents attached as Exhibit 3 hereto.

“Unit(s)” means a unit of membership in the Company that is purchased by investors or otherwise issued to Persons, as decided in the sole discretion of the Manager and subject to the Operating Agreement.

# Additional Information

Prospective investors may request additional information concerning the Company and other matters relating thereto that is necessary to verify the information in this Memorandum, and the Company will undertake to provide such information to the extent the Company possesses the information or can acquire such information without unreasonable effort or expense. All questions or comments should be directed to the CEO of the Company. Information about the Company is contained in the following documents, which may be included in electronic format accompanying this Memorandum, each of which is incorporated herein by reference:

**Exhibit 1** contains the Certificate of Formation

**Exhibit 2** contains the Amended and Restated Operating Agreement

**Exhibit 3** contains the Subscription Documents

**Exhibit 4** Investment Summary

**Exhibit 5** Financial Statements

No person is authorized to give any information or to make any representation in connection with this Offering other than those contained in this Memorandum, the Exhibits, and the additional information that is available to prospective investors as provided herein. Information or representations not contained herein or in such Exhibits or other information must not be relied on as having been authorized by the Company. This Memorandum does not constitute an offer to sell or the solicitation of an offer to buy in any state in which such offer, solicitation, or any sale may not be lawfully made. The statements in this Memorandum are made as of the date hereof unless another time is specified.

**Company3 LLC**

**August XX, 2024**

1. The professional certifications or designations or credentials currently recognized by the SEC as satisfying the above criteria will be posted on its website. [↑](#footnote-ref-1)