



## CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM



TC ADVANTAGE TRADERS LIMITED

**CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM**

**Sale of \$5,000,000,000 TC ADVANTAGE TRADERS 5% SECURED  
MEDIUM**

**TERM NOTES**

REG S CUSIP P9000T AA8  
REG S ISIN BSP9000T AA83

144A CUSIP 87225H AB4  
144A ISIN US87225HAB42

**TRANSFER AGENT**

Securities Transfer Corporation  
2901 Dallas Parkway Suite 380, Plano TX 75093

**ESCROW AGENT**

Securities Transfer Corporation  
2901 Dallas Parkway Suite 380, Plano TX 75093

**PAYING AGENT**

Securities Transfer Corporation  
2901 Dallas Parkway Suite 380, Plano TX 75093

**OFFERED PURSUANT TO THE EXEMPTION UNDER REGULATION S AND RULE 144A**

This offering memorandum is dated May 29, 2020

## **INTRODUCTION**

This is a Confidential Information Offering Memorandum (the Offering Memorandum), issued by TC ADVANTAGE TRADERS of \$5 billion, (the “Maximum Offering”) is offered pursuant to the exemption under Regulation S and Rule 144A of the Securities and Exchange Act 1933 amended. No market exists for the trading of any of the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES. See “Restrictions on Transfer of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES.”

An investment in TC ADVANTAGE TRADERS involves a high degree of risk. See “Risk Factors” below. Prospective investors are encouraged to retain their own professional advisors to review and evaluate the economic, tax and other consequences of investing in the Offering and should not construe the contents of this Memorandum, or any other information furnished by TC ADVANTAGE TRADERS, as legal or tax advice.

This Memorandum has been prepared by TC ADVANTAGE TRADERS, and no representation or warranty is made by any other person as to the accuracy or completeness of the information contained herein. The appendices attached to this Memorandum constitute an integral part hereof. Prospective investors will be given the opportunity to meet with management and conduct their own due diligence investigations, and they must rely on such due diligence, the information disclosed in this Memorandum and the professional advice of their advisors in making their investment decision.

THE TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES OR “BLUE SKY” LAWS OF ANY JURISDICTION. THE INFORMATION CONTAINED HEREIN HAS NOT BEEN APPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR SIMILAR BODY. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

See “Notices Regarding This Memorandum” and “Notices Regarding This Offering.”

<b>Number of TC Advantage Traders</b>	<b>Offering Price</b>	
<b>SECURED NOTES</b>		
<b>Per NOTE</b>		\$ 10,000,000
<b>Total Maximum</b>	500	Offered
		\$ 5,000,000,000

We are offering a maximum of 500 Offered TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES at the price indicated. See "Terms of the Offering."

### **NOTICES REGARDING THIS MEMORANDUM**

THIS MEMORANDUM IS BEING FURNISHED BY THE COMPANY SOLELY FOR USE BY POTENTIAL INVESTORS IN CONNECTION WITH THE OFFERING.

THIS MEMORANDUM HAS BEEN PREPARED BY THE COMPANY, AND NO PERSON OTHER THAN AN AUTHORIZED REPRESENTATIVE OF THE COMPANY HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM IN CONNECTION WITH THE TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES DESCRIBED HEREIN AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. POTENTIAL INVESTORS ARE CAUTIONED NOT TO RELY ON ANY INFORMATION NOT EXPRESSLY SET FORTH IN THIS MEMORANDUM. STATEMENTS CONTAINED HEREIN AS TO THE CONTENT OF ANY AGREEMENT OR OTHER DOCUMENT ARE SUMMARIES AND, THEREFORE, ARE NECESSARILY SELECTIVE AND INCOMPLETE AND ARE QUALIFIED IN THEIR ENTIRETY BY THE ACTUAL AGREEMENTS OR OTHER DOCUMENTS. THE COMPANY WILL MAKE AVAILABLE TO ANY PROSPECTIVE INVESTOR, PRIOR TO THE CONSUMMATION OF THE SALE, THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY OR PERSONS ACTING ON BEHALF OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING, THE COMPANY OR ANY OTHER RELEVANT MATTERS AND ANY ADDITIONAL REASONABLE INFORMATION TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION.

THE OFFERING PRICE OF THE TC ADVANTAGE TRADERS 5% MEDIUM SECURED TERM NOTE HAS BEEN DETERMINED BY THE COMPANY AND DOES NOT NECESSARILY BEAR ANY RELATIONSHIP TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF THE COMPANY OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

BECAUSE THIS MEMORANDUM FOCUSES PRIMARILY ON INFORMATION CONCERNING THE COMPANY RATHER THAN THE INDUSTRY IN WHICH THE COMPANY OPERATES, POTENTIAL INVESTORS MAY WISH TO CONDUCT THEIR OWN SEPARATE INVESTIGATION OF THE COMPANY'S INDUSTRY TO OBTAIN GREATER INSIGHT IN ASSESSING THE COMPANY'S PROSPECTS.

THIS MEMORANDUM DOES NOT PURPORT TO CONTAIN ALL OF THE INFORMATION THAT MAY BE REQUIRED TO EVALUATE THE OFFERING, AND ANY RECIPIENT HEREOF SHOULD CONDUCT ITS OWN INDEPENDENT ANALYSIS. THE DELIVERY OF THIS MEMORANDUM AT ANY TIME DOES NOT IMPLY THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS MEMORANDUM. THIS MEMORANDUM IS SUBMITTED IN

CONNECTION WITH THE OFFERING DESCRIBED HEREIN AND MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE. EACH RECIPIENT OF THIS MEMORANDUM AGREES THAT ALL INFORMATION CONTAINED HEREIN IS OF A CONFIDENTIAL NATURE, THAT IT WILL TREAT SUCH INFORMATION IN A CONFIDENTIAL MANNER AND THAT IT WILL NOT, DIRECTLY OR INDIRECTLY, DISCLOSE OR PERMIT ITS AGENTS OR AFFILIATES TO DISCLOSE ANY SUCH INFORMATION WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY.

#### **NOTICES REGARDING THIS OFFERING**

THIS OFFERING CAN BE WITHDRAWN AT ANY TIME BEFORE A CLOSING AND IS SPECIFICALLY MADE SUBJECT TO THE TERMS DESCRIBED IN THIS MEMORANDUM. THE COMPANY RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTION, IN WHOLE OR IN PART, OR TO ALLOCATE TO ANY PROSPECTIVE INVESTOR LESS THAN THE NUMBER OF TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES SUBSCRIBED FOR BY SUCH PROSPECTIVE INVESTOR.

THE PURCHASE OF THE TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES OFFERED HEREBY ENTAILS A HIGH DEGREE OF RISK. NO INVESTMENT IN THE TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES OFFERED HEREBY SHOULD BE MADE BY ANY PERSON WHO IS NOT IN A POSITION TO LOSE THE ENTIRE AMOUNT OF SUCH INVESTMENT. ALL INVESTORS SHOULD CAREFULLY REVIEW THIS MEMORANDUM, INCLUDING THE SECTION ENTITLED "RISK FACTORS."

PROSPECTIVE INVESTORS ARE ENCOURAGED TO RETAIN THEIR OWN PROFESSIONAL ADVISORS TO REVIEW AND EVALUATE THE ECONOMIC, TAX AND OTHER CONSEQUENCES OF INVESTING IN THIS PRIVATE OFFERING AND ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY OTHER INFORMATION FURNISHED BY TC ADVANTAGE TRADERS AS LEGAL, FINANCIAL OR OTHER ADVICE.

THE TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE SECURITIES OR "BLUE SKY" LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES ARE SUBJECT TO RESTRICTION ON TRANSFERABILITY AND RESALE AND MAY NOT BE PLEDGED, TRANSFERRED, RESOLD OR OTHERWISE DISPOSED OF EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTIONS THEREFROM. THE TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS

OFFERING OR THE ACCURACY OR ADEQUACY OF THE OFFERING DOCUMENTS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE OFFEREES, BY ACCEPTING DELIVERY OF THE OFFERING MATERIALS, AGREES TO RETURN THIS MEMORANDUM, ALL OTHER OFFERING MATERIALS AND ALL ACCOMPANYING OR RELATED DOCUMENTS TO THE COMPANY UPON REQUEST IF THE OFFEREES DOES NOT PURCHASE ANY OF THE TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES OFFERED HEREBY.

THIS MEMORANDUM AND ALL OTHER OFFERING MATERIALS ARE SUBMITTED IN CONNECTION WITH THE PRIVATE OFFERING OF THE TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES AND DO NOT CONSTITUTE AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED. ANY REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM OR ANY OTHER OFFERING MATERIALS IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF THEIR CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY, IS PROHIBITED. ANY OFFEE ACTING CONTRARY TO THE FOREGOING RESTRICTIONS MAY PLACE ITSELF AND THE COMPANY IN VIOLATION OF FEDERAL OR STATE SECURITIES LAWS.

EACH OFFEE MAY, IF IT SO DESIRES, MAKE INQUIRIES OF MANAGEMENT OF THE COMPANY WITH RESPECT TO THE COMPANY'S BUSINESS OR ANY OTHER MATTERS SET FORTH HEREIN AND MAY OBTAIN ANY ADDITIONAL INFORMATION THAT SUCH OFFEE DEEMS TO BE NECESSARY IN ORDER TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM AND TO MAKE AN INVESTMENT DECISION (TO THE EXTENT THAT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE). IN CONNECTION WITH SUCH INQUIRY, ANY DOCUMENTS THAT ANY OFFEE WISHES TO REVIEW WILL BE MADE AVAILABLE FOR INSPECTION AND COPYING OR PROVIDED, UPON REQUEST, SUBJECT TO THE OFFEE'S AGREEMENT TO MAINTAIN SUCH INFORMATION IN CONFIDENCE AND TO RETURN THE SAME TO THE COMPANY IF THE RECIPIENT DOES NOT PURCHASE THE TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES OFFERED HEREUNDER. ANY SUCH INQUIRIES OR REQUESTS FOR ADDITIONAL INFORMATION OR DOCUMENTS SHOULD BE MADE IN WRITING TO THE COMPANY ADDRESSED TO THE COMPANY AT SECOND FLOOR, NERVEE PROFESSIONAL BUILDING, 7A WEST MALL DRIVE, FREEPORT, GRAND BAHAMA, the BAHAMAS, ATTENTION: LARRY CORONA – CHAIRMAN OF BOARD.

#### **IMPORTANT FACTORS REGARDING FORWARD-LOOKING STATEMENTS**

CERTAIN OF THE STATEMENTS SET FORTH UNDER THE CAPTIONS "EXECUTIVE SUMMARY," "THE COMPANY" AND "USE OF PROCEEDS" AND SET FORTH ELSEWHERE IN THIS MEMORANDUM CONSTITUTE "FORWARD-LOOKING STATEMENTS." FORWARD- LOOKING STATEMENTS INCLUDE, WITHOUT LIMITATION, ANY STATEMENT THAT MAY PREDICT, FORECAST, INDICATE, OR

IMPLY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS, AND MAY CONTAIN THE WORDS "ESTIMATE," "PROJECT," "INTEND," "FORECAST," "ANTICIPATE," "PLAN," "PLANNING," "EXPECT," "BELIEVE," "WILL," "WILL LIKELY," "SHOULD," "COULD," "WOULD," "MAY" OR WORDS OR EXPRESSIONS OF SIMILAR MEANING. ALL SUCH FORWARD-LOOKING STATEMENTS INVOLVE RISKS AND UNCERTAINTIES, INCLUDING, BUT NOT LIMITED TO, STATEMENTS REGARDING THE MARKETING, SALES, RESEARCH AND DEVELOPMENT PROGRAMS OF TC ADVANTAGE TRADERS, THE EFFECT OF COMPETITION AND PROPRIETARY RIGHTS OF THIRD PARTIES, THE AVAILABILITY OF ADDITIONAL FINANCING AND ACCESS TO CAPITAL WITH RESPECT TO TC ADVANTAGE TRADERS, AND THE PERIOD OF TIME FOR WHICH THE PROCEEDS OF THE OFFERING WILL ENABLE TC ADVANTAGE TRADERS TO FUND ITS OPERATIONS. THEREFORE, PROSPECTIVE INVESTORS ARE CAUTIONED THAT THERE CAN BE NO ASSURANCE THAT THE FORWARD-LOOKING STATEMENTS INCLUDED IN THIS MEMORANDUM WILL PROVE TO BE ACCURATE. CONSIDERING THE SIGNIFICANT UNCERTAINTIES INHERENT TO THE FORWARD-LOOKING STATEMENTS INCLUDED HEREIN, THE INCLUSION OF SUCH INFORMATION SHOULD NOT BE REGARDED AS A REPRESENTATION OR WARRANTY BY TC ADVANTAGE TRADERS OR ANY OTHER PERSON THAT THE OBJECTIVES AND PLANS OF TC ADVANTAGE TRADERS WILL BE ACHIEVED IN ANY SPECIFIED TIME FRAME, IF AT ALL. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAWS OR RULES, TC ADVANTAGE TRADERS DOES NOT UNDERTAKE ANY OBLIGATION TO UPDATE ANY FORWARD- LOOKING STATEMENTS OR TO ANNOUNCE REVISIONS TO ANY OF THE FORWARD-LOOKING STATEMENTS.

#### **NASAA LEGEND**

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER 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 FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES MAY BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER FEDERAL AND STATE SECURITIES LAWS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

## **JURISDICTIONAL NOTICES AND REPRESENTATIONS**

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

### **NOTICE TO PROSPECTIVE INVESTORS IN THE UNITED KINGDOM**

WITHIN THE UNITED KINGDOM, THIS PRIVATE PLACEMENT MEMORANDUM IS DIRECTED ONLY (a) AT PERSONS WHO HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS FALLING WITHIN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKET ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE “ORDER”), (B) WHO ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A) TO (D) OF THE ORDER, (C) PERSONS TO WHOM THE PRIVATE PLACEMENT MEMORANDUM MAY OTHERWISE BE DIRECTED WITHOUT CONTRAVENTION OF SECTION 21 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (“FSMA”) OR (D) TO WHOM IT MAY OTHERWISE LAWFULLY BE DISTRIBUTED IN ACCORDANCE WITH THE ORDER (“RELEVANT PERSONS”). THE PRIVATE PLACEMENT MEMORANDUM MUST NOT BE ACTED ON OR RELIED ON BY PERSON IN UNITED KINGDOM WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY IN THE UNITED KINGDOM TO WHICH THE PROSPECTUS RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS.

ANY OTHER PERSON TO WHOM THIS DOCUMENT HAS BEEN PASSED MUST RETURN IT IMMEDIATELY. THIS DOCUMENT IS BEING SUPPLIED TO YOU SOLELY FOR YOUR INFORMATION AND MAY NOT BE REPRODUCED, FUTHER DISTRIBUTED OR PUBLISHED, IN WHOLE OR IN PART, BY ANY OTHER PERSON. THIS DOCUMENT IS EXEMPT FROM THE GENERAL RESTRICTION (IN SECTION 21 OF THE FSMA) ON THE COMMUNICATION OF INVITATIONS OR INDUCEMENTS TO ENGAGE IN INVESTMENTS ACTIVITY, INTER ALIA, ON THE GROUNDS THAT IT IS MADE TO CERTIFIED SOPHISTICATED INVESTORS WITHIN THE

MEANING OF ARTICLE 50 OF THE ORDER. A PERSON WILL QUALIFY AS A CERTIFIED SOPHISTICATED INVESTOR WITHIN THE MEANING OF ARTICLE 50 OF THE ORDER. A PERSON WILL QUIALIFY AS A CERTIFIED SOPHISTICATED

INVESTOR IF HE OR SHE HAS A CURRENT CERTIFICATE IN WRITING OR OTHER LEGIBLE FORM SIGNED BY AN AUTHORIZED PERSON TO THE EFFECT THAT HE OR SHE IS SUFFICIENTLY KNOWLEDGEABLE TO UNDERSTAND THE RISKS ASSOCIATED WITH THAT DESCRIPTION OF INVESTMENT AND HE OR SHE HAS SIGNED, WITH THE PERIOD OF 12 MONTHS ENDING ON THE DATE OF THIS DOCUMENT, A STATEMENT IN THE FORM SET OUT IN ARTICLE 50(1)(B) OF THE ORDER. THE CONTENTS OF THIS DOCUMENT HAVE BEEN APPROVED BY AND AUTHORIZED PERSON; SUCH APPROVAL IS REQUIRED BY SECTION 21 OF THE FSMA UNLESS THE EXEMPTION SET OUT IN ARTICLE 50 OF THE ORDER, OR ANY OTHER EXEMPTION APPLIES. RELIANCE ON THIS DOCUMENT FOR THE PURPOSE OF ENGAGING AND INVESTMENT ACTIVITY MAY EXPOSE THE INDIVIDUAL TO SIGNIFICANT RISK OF LOSING ALL OF THE PROPERTY INVESTED OR AL INCURRING ADDITIONAL LIABILITY. ANY PERSON WHO IS IN ANY DOUBT AS TO AN INVESTMENT IN SHARES SHOULD CONSULT AN AUTHORIZED PERSON SPECIALIZING IN INVESTMENTS OF THE KIND IN QUESTION

### **BERMUDA**

SECURITIES MAY BE OFFERED OR SOLD IN BERMUDA ONLY IN COMPLIANCE WITH THE PROVISIONS OF THE INVESTMENT BUSINESS ACT OF 2003 OF BERMUDA WHICH REGULATES THE SALE OF SECURITIES IN BERMUDA. ADDITIONALLY, NON-BERMUDIAN PERSONS (INCLUDING COMPANIES) MAY NOT CARRY ON OR ENGAGE IN ANY TRADE OR BUSINESS IN BERMUDA UNLESS SUCH PERSONS ARE PERMITTED TO DO SO UNDER APPLICABLE BERMUDA LEGISLATION

### **BAHAMAS**

THE SECURITIES MAY NOT BE OFFERED OR SOLD IN OR FROM WITHIN THE BAHAMAS UNLESS THE OFFER OR SALE IS MADE BY A PERSON APPROPRIATELY LICENSED OR REGISTERED TO CONDUCT SECURITIES BUSINESS IN OR FROM WITHIN THE BAHAMAS. THE SECURITIES MAY NOT BE OFFERED OR SOLD TO PERSONS OR ENTITIES DEEMED RESIDENT IN THE BAHAMAS PURSUANT TO THE EXCHANGE CONTROL REGULATIONS, 1956 OF THE BAHAMAS UNLESS THE PRIOR APPROVAL OF THE EXCHANGE CONTROL DEPARTMENT OF THE CENTRAL BANK OF THE BAHAMAS IS OBTAINED. NO DISTRIBUTION OF THE SECURITIES MAY BE MADE IN THE BAHAMAS UNLESS A PRELIMINARY PROSPECTUS AND A PROSPECTUS HAVE BEEN FILED WITH THE SECURITIES COMMISSION OF THE BAHAMAS (THE "SECURITIES COMMISSION") AND THE SECURITIES COMMISSION HAS ISSUED A RECEIPT FOR EACH DOCUMENT, UNLESS SUCH OFFERING IS EXEMPTED PURSUANT TO THE SECURITIES INDUSTRY REGULATIONS, 2012, IN WHICH CASE ADDITIONAL FILING AND REPORTING OBLIGATIONS UNDER BAHAMIAN LAW MAY BE TRIGGERED.

### **BARBADOS**

THE SECURITIES HAVE NOT BEEN AND WILL NOT BE ISSUED NOR PLACED, DISTRIBUTED, OFFERED OR NEGOTIATED IN THE BARBadian CAPITAL

MARKETS. THE ISSUANCE OF THE SECURITIES HAS NOT BEEN NOR WILL BE REGISTERED WITH THE FINANCIAL SERVICES COMMISSION (FSC). ANY PUBLIC OFFERING OR DISTRIBUTION, AS DEFINED UNDER BARBadian LAWS AND REGULATIONS, OF THE SECURITIES IN BARBados IS NOT LEGAL WITHOUT PRIOR REGISTRATION UNDER SECTION 59 OF THE SECURITIES ACT CAP 318A OF THE LAWS OF BARBados. DOCUMENTS RELATING TO THE OFFERING OF THE SECURITIES, AS WELL AS INFORMATION CONTAINED THEREIN, MAY NOT BE SUPPLIED TO THE PUBLIC IN BARBados (AS THE OFFERING OF THE SECURITIES IS NOT A PUBLIC OFFERING OF SECURITIES IN BARBados), NOR TO BE USED IN CONNECTION WITH ANY OFFER FOR SUBSCRIPTION OR SALE OF THE SECURITIES TO THE PUBLIC IN BARBados. THEREFORE, EACH OF THE DEALERS NAMED UNDER "SUBSCRIPTION AND SALE" HAS REPRESENTED, WARRANTED AND AGREED THAT IT HAS NOT OFFERED OR SOLD, AND WILL NOT OFFER OR SELL, THE SECURITIES IN BARBados, EXCEPT IN CIRCUMSTANCES WHICH DO NOT CONSTITUTE A PUBLIC OFFERING, PLACEMENT, DISTRIBUTION OR NEGOTIATION OF SECURITIES IN THE BARBadian CAPITAL MARKETS REGULATED BY BARBadian LEGISLATION. PERSONS WISHING TO OFFER OR ACQUIRE THE SECURITIES WITHIN BARBados SHOULD CONSULT WITH THEIR OWN COUNSEL AS TO THE APPLICABILITY OF REGISTRATION REQUIREMENTS OR ANY EXEMPTION THEREFROM.

### **SWITZERLAND**

FOR QUALIFIED INVESTOR USE ONLY – NOT FOR DISTRIBUTION TO GENERAL PUBLIC. THE MATERIAL HEREIN IS PROVIDED TO YOU BY TC ADVANTAGE TRADERS IS DOMICILED OUTSIDE OF SWITZERLAND AND THE RESPECTIVE TERMS OF SERVICING AGREEMENT ARE ENTERED INTO WITH SUCH FOREIGN ENTITY. WE WOULD LIKE TO REMIND YOU THAT FOREIGN (NON-SWISS) LEGAL AND REGULATORY SYSTEMS MAY NOT PROVIDE THE SAME LEVEL OF PROTECTION IN RELATION TO CLIENT CONFIDENTIALITY AND DATA PROTECTION AS OFFERED TO YOU BY SWISS LAW. BY ENTERING INTO THESE TERMS OF SERVICING AGREEMENT YOU ACKNOWLEDGE AND AGREE TO EXPLICITLY WAIVE THE PROTECTIONS UNDER THE SWISS BANKING SECRECY LAWS AND SWISS DATA PROTECTION LAWS.

### **TURKEY**

THE CERTIFICATES (OR BENEFICIAL INTERESTS THEREIN) SHALL NOT BE SOLD IN TURKEY IN ANY CIRCUMSTANCES WHICH WOULD CONSTITUTE A SALE OR A PUBLIC OFFERING WITHIN THE MEANING OF THE CAPITAL MARKETS LAW WITHOUT THE APPROVAL OF THE CAPITAL MARKETS BOARD OF TURKEY ("CMB"). NO TRANSACTION THAT MAY BE DEEMED AS A SALE OF THE CERTIFICATES (OR BENEFICIAL INTERESTS THEREIN) IN TURKEY BY WAY OF PRIVATE PLACEMENT OR A PUBLIC OFFERING MAY BE ENGAGED IN WITHOUT THE APPROVAL OF THE CMB. ADDITIONALLY, NO PROSPECTUS AND OTHER OFFERING MATERIAL RELATED TO THE OFFERING MAY BE UTILISED IN CONNECTION WITH ANY GENERAL OFFERING TO THE PUBLIC WITHIN TURKEY FOR THE PURPOSE OF THE OFFER OR SALE OF THE CERTIFICATES WITHOUT THE PRIOR APPROVAL OF THE CMB. HOWEVER, PURSUANT TO ARTICLE 15(D) (II) OF

THE GOVERNMENT DECREE 32 ON THE PROTECTION OF THE VALUE OF THE TURKISH CURRENCY, AS AMENDED ("DECREE 32"), THERE IS NO RESTRICTION ON THE PURCHASE OR SALE OF THE CERTIFICATES (OR BENEFICIAL INTERESTS THEREIN) IN SECONDARY MARKETS BY RESIDENTS OF TURKEY; PROVIDED THAT THEY PURCHASE OR SELL SUCH CERTIFICATES (OR BENEFICIAL INTERESTS) IN THE FINANCIAL MARKETS OUTSIDE OF TURKEY AND SUCH SALE AND PURCHASE IS MADE THROUGH LICENSED BANKS AND/OR LICENSED BROKERAGE INSTITUTIONS AUTHORISED PURSUANT TO THE CMB REGULATIONS AND THE CONSIDERATION OF THE PURCHASE OF SUCH CERTIFICATES HAS BEEN OR WILL BE TRANSFERRED THROUGH BANKS OPERATING IN TURKEY.

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## **SUMMARY OF OFFERING**

The following summary is qualified in its entirety by the detailed information appearing elsewhere in this Memorandum and by the contents of the other documents included herewith. While this Memorandum can provide you with some information relating to the subject headings set forth, the information provided is not necessarily a complete or exclusive discussion of that subject.

Prospective investors are urged to read this Memorandum, including the Appendices and all Exhibits.

**THE COMPANY:** TC ADVANTAGE TRADERS is a Bahamas “Limited Company” reg# 205197B with a principal office at SECOND FLOOR, NERVEE PROFESSIONAL BUILDING, 7A WEST MALL DRIVE, FREEPORT, GRAND BAHAMA, the BAHAMAS. TC Advantage Traders was formed May 29th, 2020 and operates under the laws of the BAHAMAS.

**MARKET OPPORTUNITY AND STRATEGY:** TC Advantage Traders is Real Estate development and management company. See Annex "A" of Business Plan for specific details.

**TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERMS NOTES OFFERED:**  
TC Advantage Traders intends to offer a maximum of 500, 10,000,000 5% SECURED MEDIUM TERM NOTES. This offering is pursuant to the exemption under Regulation S and 144A of the Securities and Exchange Act 1933 amended.

**OFFERING PRICE:** The TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES are being offered at a per-note price equal to \$10,000,000 per NOTE. (the “Offering Price”)

**TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES:** There are 500 TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES.

**NOTE REPAYMENT DUE DATE:** The TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES will be redeemed by the company on or before May 31, 2030.

**NON-VOTING:** The TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE has no voting rights.

**ANNUAL PAYOUT:** Each TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE is entitled to 5% annual distribution of the amount of the original purchase price (\$10,000,000) up to a maximum of \$500,000 per year per bond until the bonds are redeemed.

**INTEREST DISTRIBUTION:** The Holders of the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES will receive interest payments in the following manner.

Interest will be accrued annually, interest will be paid before February 15th following the year the interest has been accrued. All interest payments will be in US dollars.

**PREFERENCE REPAYMENT IN LIQUIDATION:** The TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES are entitled to a priority distribution of all profits from all gains from the sale of properties, assets and other revenue sources until their original investment has been repaid.

**OFFERING PERIOD:** The offering period (the “Offering Period” will expire on the date that TC Advantage Traders completes the sale of 500 Offered TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES in connection with the Offering; provided that in the sole and absolute discretion of TC Advantage Traders and without notice to the Subscriber, the TC Advantage Traders may terminate the Offering on any prior date (earlier of such dates, the “Termination Date”).

**CLOSING:** Upon acceptance by TC Advantage Traders of subscriptions for the amount subscribed for, TC Advantage Traders shall have the right at any time after that, prior to the termination of the Offering, to affect an initial closing with respect to the Offering (the “Initial Closing”). Thereafter, TC Advantage Traders shall continue to accept additional subscriptions for and continue to have closings (together with the Initial Closing, each a “Closing”) with respect to subscriptions for TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES from new or existing investors from time to time and at any time up to the Termination Date.

**MINIMUM SUBSCRIPTION:** The minimum subscription for TC Advantage Traders is One (1) TC Advantage Traders 5% SECURED MEDIUM TERM NOTE (\$10,000,000), subject to TC Advantage Traders right to accept subscriptions in lesser amounts in its sole discretion.

**TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES OUTSTANDING:** As of the date hereof, TC Advantage Traders has a Total of Five Hundred (500) of 5% MEDIUM TERM NOTES of which zero (0) TC ADVANTAGE TRADES 5% SECURED MEDIUM TERM NOTE are outstanding. There are 500 Offered TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE available for issuance to new investors.

**The 5% Debentures ARE SECURED:** The Offered TC ADVANTAGE 5% SECURED MEDIUM TERM NOTE will be fully secured by an insurance wrap along with underlying properties as listed in the Business Plan Annex "A." At all times the value of the insurance wrap and property will exceed the total debt carried by the property.

**RISKFACTORS:** An investment in the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE involves risks due, in part, to the highly speculative nature of investing. Such risks are more fully detailed in the business plan which has been made a part of the Offering Memorandum. The “RISK FACTORS” section of this Memorandum and the included Annex "A"- Business Plan Outline certain of the risks that should be considered by prospective investors.

**USE OF PROCEEDS:** TC Advantage Traders plans to use the proceeds of this Offering for the specific purpose as detailed in the included Business Plan- Annex "A." TC Advantage Traders management will not have any discretion as to any other use of the proceeds to be received from this Offering. The proceeds can only be used as fully detailed in the business plan - Annex "A."

**HOLDERS AGREEMENT:** Any investor purchasing TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE in connection with this Offering shall be required to execute TC Advantage Traders Subscription Agreement.

**SUITABILITY STANDARDS:** The TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE will be offered and sold to "Qualified Institutional Buyer. An investment in the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE is suitable only for investors (QIB) who have adequate means of providing for current needs and personal contingencies, can bear the economic risk of the investment, and have no need for liquidity in their investment. Investors will be required to make representations to such effect to TC Advantage Traders as a condition to the acceptance of their subscriptions. TC Advantage Traders, in its sole discretion, may reject any subscription in whole or in part.

**NO OFFERING FEE:** In connection with this Offering, TC Advantage Traders may use the services of an outside placement agents and pay a placement agent fee or other compensation for such services.

**HOW TO SUBSCRIBE:** Investments in connection with this Offering shall be made pursuant to a definitive subscription agreement (the "Subscription Agreement"), and other necessary documents reasonably acceptable to TC Advantage Traders and the investors, (collectively the "Offering Documents"). The Subscription Agreement will contain, among other things, such representations, warranties, and covenants as are customary in transactions of this kind, including, without limitation, representations regarding organizational matters, authorization, purchase for investment and not for resale or distribution, and investor sophistication and investment experience. See "Subscription Procedures & Wire Instructions."

## **RISK FACTORS**

An investment in the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES offered hereby is speculative in nature, involves a high degree of risk, and should not be made by an investor who cannot bear the economic risk of its investment for an indefinite period of time and who cannot afford the loss of its entire investment. Each prospective investor should consider carefully the following risk factors associated with the Offering, as well as other information contained elsewhere in the Memorandum before making an investment.

## **RISKS RELATED TO OUR BUSINESS**

- **We have little operating history, and there can be no assurance that we will be profitable.**

TC Advantage Traders is an operating company. Accordingly, TC Advantage Traders has an operating history. For details see Annex A Business Plan. Potential investors should evaluate us considering the expenses, delays, uncertainties, and complications typically encountered by early-stage businesses, many of which will be beyond our control. These risks include (i) lack of sufficient capital, (ii) unanticipated problems, delays, and expenses relating to product development and implementation, (iii) lack of intellectual property, (iv) licensing and marketing difficulties, (v) competition (vi) technological changes (vii) lack of external sources of financing, and (viii) uncertain market acceptance of our products and services.

- There exists an inherent uncertainty regarding market potential and market
- Our operations expose us to numerous and sometimes conflicting legal and regulatory requirements, and violation of these regulations could harm our business.

If management believes it is necessary, TC Advantage Traders plans to retain the services of a Bahamas, UK, and or a United States attorney that has expertise in the company's specific business areas and operations to ensure that the Company is compliant with all Bahama, United Kingdom, as well as United States - state and federal laws.

- The Company may require additional financing in addition to this Offering which may not be available.

Our future success may depend on our ability to raise additional funds. No commitments to provide additional funds have been made by management. Our ability to arrange financing in the future will depend in part upon the prevailing capital market conditions, as well as our business performance. There can be no assurance that we will be successful in our efforts to arrange additional financing on satisfactory terms.

## **RISKS RELATED TO THIS OFFERING**

- There are restrictions on transfer and no market for the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES; therefore, you may not be able to sell when you want to.

No public market for the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE currently exists or will result from this Offering. In addition, the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE is being offered pursuant to exemptions from registration under federal and applicable state securities laws and therefore will be subject to substantial restrictions on transfer. Accordingly, TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE may be transferred only under appropriate exemptions and only if the transferee provides us with an opinion of counsel that is satisfactory to us to the effect that the proposed transfer complies with appropriate exemptions from the registration requirements of federal and any relevant state securities laws. Consequently, holders of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE may not be able to liquidate their investment in the event of an emergency or for any other reason, and TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE may not be readily accepted as collateral for a loan. The purchase of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE, therefore, should be considered only as a long-term investment.

- Insiders have substantial control over our affairs.

Following the consummation of this Offering, TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE will continue to control 5% SECURED MEDIUM TERM NOTE through its ownership of a majority of the outstanding common shares of the Company. After completion of the offering, TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE will directly or indirectly control greater than fifty percent (50%) of the voting rights of the Voting shares. As a result, TC Advantage Traders will be able to elect the officers and directors and Board Members of the Company.

## **DESCRIPTION OF TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES**

### **TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE**

The holders of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE are NOT entitled to vote. Upon liquidation, dissolution, or winding up of our company, the holders of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE will be entitled to priority distribution in all of our assets that are legally available for distribution, after payment of all debts and other liabilities.

TC ADVANTAGE TRADERS Operating Articles authorizes TC ADVANTAGE TRADERS to issue up to Total of 500 to be authorized TC ADVANTAGE TRADERS 5% SECURED

**MEDIUM TERM NOTE.** The company's Board of Directors is authorized to issue Bonds in one or more Series and denominations and to fix the rights, preferences, privileges, and restrictions, including distributions, conversion, voting, redemption, liquidation rights or preferences, sinking fund provisions, and the number of Bonds is constituting any Series or the designation of such Series. The issuance of other Bonds may have the effect of delaying, deferring, or preventing a change of control of TC ADVANTAGE TRADERS. In addition, the issuance of Bonds in the future could adversely affect the rights of the holders of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE and, therefore, reduce the value of the Bonds.

#### **Summary of the Rights of the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE LIQUIDATION**

##### **PREFERENCE**

In the event of any voluntary or involuntary liquidation, dissolution, winding-up of affairs of TC ADVANTAGE TRADERS or other similar event, before any distribution is made on any other class of capital shares of TC ADVANTAGE TRADERS, the holders of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE shall be entitled to be paid, out of the assets of TC ADVANTAGE TRADERS available for distribution to its TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE holders, an amount equal to the original per Bond issue price (\$1,000,000) of such TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE and any accrued interest owed (adjusted for TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE splits or combinations of the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE , or recapitalizations or any other similar transactions that have the effect of increasing or decreasing the number of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE.

##### **VOTING RIGHTS**

TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE Bondholders of the TC ADVANTAGE TRADERS have NO voting rights.

##### **APPROVAL RIGHTS AND RIGHT OF FIRST OF REFUSAL**

Holders of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE shall not be permitted to transfer such to any party who is not a TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE Bondholder of the Company without first obtaining the prior consent of the Company's Chief Executive Officer. In the event such consent is granted by the Chief Executive Officer, existing holders of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE shall be entitled to a right of first refusal with respect to such transfer of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE.

## **TERMS OF THE OFFERING**

Subject to the terms and conditions set forth in this Memorandum, there are being offered 500 TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES at a price of \$10,000,000 per bond.

## **USE OF PROCEEDS**

TC ADVANTAGE TRADERS plans to use the proceeds of this offering for various purposes as specified in the Business Plan- Annex "A." TC Advantage Traders management will not have any other discretion as to the use of the proceeds to be received from this Offering. See "Risk Factors."

## **FEES/COMPENSATION**

TC Advantage Traders may set its own compensation.

## **TC ADVANTAGE TRADERS 5% DEBENTURE BOND HOLDERS' AGREEMENT**

Any investor purchasing TC Advantage Traders 5% Debenture Bond in connection with this Offering shall be required to execute the Subscription Agreement.

## **PLAN OF DISTRIBUTION**

In connection with this Offering, TC ADVANTAGE TRADERS may use the services of any outside placement agents or pay a placement agent fee or other compensation for such services. Purchasers of the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE will be required to execute and deliver to TC ADVANTAGE TRADERS a Subscription Agreement in the form attached and provided as part of this Offering Document. We reserve the right to reject any subscription in whole or in part and to allocate to any potential subscriber a number of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE less than the amount subscribed for by such potential subscriber, for any or no reason, and without notice. We expect to conduct a Closing as soon as we deem it appropriate and to conduct additional Closings thereafter. The Offering Price of the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE has been arbitrarily determined by TC ADVANTAGE TRADERS and does not necessarily bear any relationship to TC ADVANTAGE TRADERS asset value, net worth, revenue, or other established criteria of value, and should not be considered indicative of the actual value of the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE.

## **RESTRICTION ON TRANSFER OF TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES**

No market exists for the trading of any of our TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE. Our TC Advantage Traders 5% SECURED MEDIUM TERM NOTE have not been registered under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Further, the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE have not been registered under the Securities Act and will be "restricted securities" under the Securities Act. Accordingly, the TC Advantage Traders May 31, 2030. NOTE may

not be resold prior to registration under the Securities Act and applicable state securities laws. TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE will contain a legend in substantially the following form:

THE TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES OR "BLUE SKY" LAWS OF ANY STATE OF THE UNITED STATES OR UNITED KINGODOM. THE TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE TC ADVANTAGE TRADERS 5% NOTE UNDER APPLICABLE SECURITIES LAWS OR UNLESS OFFERED, SOLD OR TRANSFERRED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THOSE LAWS.

IN ADDITION, TRANSFERS, VOTING AND OTHER MATTERS IN RESPECT OF THE TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE REGULATIONS OF BAHAMAS THAT EFFECT SUCH MATTERS, A COPY OF THOSE REGULATIONS MAY BE OBTAINED WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY.

## **INVESTOR SUITABILITY STANDARDS**

THE NOTES AS MENTIONED ABOVE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURIDCTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO OTHER "U.S. PERSONS" (WITHIN THE MEANING OF REGULATION S OF THE SECURITIES ACT (REGULATION "S") EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGULATION REQUIREMENTS OF THE SECURITIES ACT. NOTES ISSUED UNDER THE TC ADVANTAGE NOTES MAY ONLY BE OFFERED, SOLD OR DELIVERED (i) TO NON-U.S. PERSONS (AS DEFINED IN REGULATION S) OUTSIDE THE UNITED STATES IN RELIANCE ON RULE 903 OR 904 OF REGULATION S (THE "REGULATION S NOTES"), OR (ii) IN RELIANCE ON RULE 144A TO A PERSON THAT IT AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A QIB (QUALIFIED INSTITUTIONAL BUYER) THAT IS ALSO A QP (QUALIFIED PURCHASER) PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QIBs EACH OF WHICH IS ALSO A QP.

THE SECURITIES ACT AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER BY THE SEC IMPOSE LIMITATIONS ON THE PERSONS WHO MAY PARTICIPATE IN THIS OFFERING AND FROM WHOM SUBSCRIPTIONS MAY BE ACCEPTED. ACCORDINGLY, THIS OFFERING AND THE SALE OF THE SECURITIES ARE LIMITED TO ONLY QUALIFIED INSTITUTIONAL BUYERS (IB) WHO ARE ANY PERSON OR ENTITY REASONABLY DESCRIBED IN ANY OF THE FOLLOWING CATEGORIES OR, WHO THE COMPANY REASONABLY BELIEVES, IN RELIANCE ON REPRESENTATIONS MADE BY THE INVESTOR, IS REASONABLY DESCRIBED IN ANY OF THE FOLLOWING CATEGORIES AT THE TIME OF THE SALE OF THE SECURITIES TO THAT PERSON OR ENTITY:

1. A BANK OR SAVINGS AND LOAN ASSOCIATION, AS DEFINED IN THE SECURITIES ACT, WHETHER ACTING IN ITS INDIVIDUAL OR FIDUCIARY CAPACITY, THAT QUALIFIES AS A QUALIFIED INSTITUTIONAL BUYER ("QIB") UNDER RULE 144a(3).
2. A BROKER OR DEALER REGISTERED PURSUANT TO THE SECURITIES AND EXCHANGE ACT OF 1934, THAT QUALIFIES AS A QIB UNDER RULE 144a(3).
3. AN INSURANCE COMPANY, AS DEFINED IN THE SECURITIES ACT, THAT QUALIFIES AS A QIB UNDER RULE 144a(3), AS DEFINED IN THE SECURITIES ACT.<sup>20</sup>
4. AN INVESTMENT COMPANY REGISTERED UNDER THE INVESTMENT COMPANY ACT OF 1940, THAT QUALIFIES AS A QIB UNDER RULE 144a(3).

5. A BUSINESS DEVELOPMENT COMPANY, AS DEFINED IN THE SECURITIES ACT, AS DEFINED IN THE INVESTMENT COMPANY ACT OF 1940, THAT QUALIFIES AS A QIB UNDER RULE 144a(3).
6. A SMALL BUSINESS INVESTMENT COMPANY LICENSED BY THE U.S. SMALL BUSINESS ADMINISTRATION, THAT QUALIFIES AS A QIB UNDER RULE 144a(3).
7. A PLAN ESTABLISHED AND MAINTAINED BY A STATE, ITS POLITICAL SUBDIVISIONS, OR AN AGENCY OR INSTRUMENTALITY OF A STATE OR ITS POLITICAL SUBDIVISIONS FOR THE BENEFIT OF ITS EMPLOYEES, AS DEFINED IN THE SECURITIES ACT, IF SUCH PLAN HAS TOTAL ASSETS IN EXCESS OF FIVE MILLION (\$5,000,000.00) DOLLARS (USD), THAT QUALIFIES AS A QIB UNDER RULE 144a(3).
8. AN EMPLOYEE BENEFIT PLAN WITHIN THE MEANING OF TITLE I OF THE EMPLOYMENT RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA), IF THE INVESTMENT DECISION WITH RESPECT TO THIS INVESTMENT IS MADE BY A PLAN FIDUCIARY AS DEFINED IN ERISA, WHICH IS EITHER A BANK, INSURANCE COMPANY, OR REGISTERED INVESTMENT ADVISOR, OR IF THE EMPLOYEE BENEFIT PLAN HAS TOTAL ASSETS IN EXCESS OF FIVE MILLION (\$5,000,000.00) DOLLARS, THAT QUALIFIES AS A QIB UNDER RULE 144a(3).
9. A PRIVATE BUSINESS DEVELOPMENT COMPANY AS DEFINED IN THE INVESTMENT ADVISORS ACT OF 1940, THAT QUALIFIES AS A QIB UNDER RULE 144a(3).
10. A TAX EXEMPT ORGANIZATION DEFINED IN SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, OR A CORPORATION, BY A SOPHISTICATED PERSON AS DESCRIBED IN RULE 506(B)(2)(II) UNDER THE SECURITIES ACT, THAT QUALIFIES AS A QIB UNDER RULE 144a(3).
11. A TRUST, WITH TOTAL ASSETS IN EXCESS OF FIVE MILLION (\$5,000,000.00) DOLLARS, NOT FORMED FOR THE SPECIFIC PURPOSE OF ACQUIRING THE SECURITIES OFFERED, WHOSE PURCHASE IS DIRECTED
12. FOR THE SPECIFIC PURPOSE OF ACQUIRING THE SECURITIES OFFERED, WHOSE PURCHASE IS DIRECTED
13. AN ENTITY ALL THE EQUITY OWNERS OF WHICH MAY RESPOND AFFIRMATIVELY TO ANY OF THE PRECEDING PARAGRAPHS, THAT QUALIFIES AS A QIB UNDER RULE 144a(3).

STATEMENTS IN THIS OFFERING CIRCULAR THAT ARE FORWARD-LOOKING, INVOLVE NUMEROUS RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM EXPECTED RESULTS AND ARE BASED ON THE COMPANY'S MANAGER'S CURRENT BELIEFS AND ASSUMPTIONS REGARDING A LARGE NUMBER OF FACTORS AFFECTING ITS BUSINESS. ACTUAL RESULTS MAY DIFFER MATERIALLY FROM EXPECTED RESULTS. THERE CAN BE NO ASSURANCE THAT (I) THE COMPANY HAS CORRECTLY MEASURED OR IDENTIFIED ALL OF THE FACTORS AFFECTING ITS BUSINESS OR THE EXTENT OF THEIR LIKELY IMPACT, (II) THE PUBLICLY AVAILABLE INFORMATION WITH RESPECT TO THESE FACTORS ON WHICH THE COMPANY'S ANALYSIS IS BASED IS COMPLETE OR ACCURATE, (III) THE COMPANY'S ANALYSIS IS CORRECT OR (IV) MASSACHUSETTS OR SIMILAR BUSINESS TRUST, OR PARTNERSHIP, NOT FORMED FOR THE SPECIFIC PURPOSE OF ACQUIRING THE SECURITIES, WITH TOTAL ASSETS IN EXCESS OF FIVE MILLION (\$5,000,000.00) DOLLARS, THAT QUALIFIES AS A QIB UNDER RULE 144a(3).

## **SUBSCRIPTION PROCEDURES & WIRE INSTRUCTIONS**

In order to subscribe for the TC Advantage Traders 5% NOTE, prospective investors must complete, execute and/or deliver the following, as applicable, to TC ADVANTAGE TRADERS:

**Securities Transfer Escrow Agent**

**2901 Dallas Parkway Suite 380, Plano, TX 75093**

**Custodial Account Beneficiary: TC ADVANTAGE TRADER LTD**

**Bank Name:** EagleBank

**Bank Address:** 7815 Woodmont Ave, Bethesda, MD 20814

**Account Number:** TBA

**SWIFT code:** EAGEUS33

(a) A fully completed Subscription Agreement (including completion of the Qualified Institutional Buyer Certification attached thereto) and Signature Page evidencing such prospective investor's execution of the Subscription Agreement and the number of TC Advantage Traders 5%SECURED MEDIUM TERM NOTE for which such subscription is being made.

(b) A personal or business check or money order made payable to TC ADVANTAGE TRADERS contemporaneously with the execution and delivery of the Subscription Agreement. Payments may also be made by wire transfer to the account listed below or by such other means as the Company may direct, in its sole and absolute discretion. (Please contact TC ADVANTAGE TRADERS for wiring instructions.)

(c) If a Qualified Institutional Buyer, proof of compliance that the prospective investor qualifies as an "Qualified Institutional Buyer".

### **AVAILABLE INFORMATION**

Any documents or information concerning TC ADVANTAGE TRADERS which a prospective purchaser reasonably requests to inspect or have disclosed to him or her will be made available or disclosed, subject in appropriate circumstances to receipt by us of reasonable assurances that such documents or information will be maintained in confidence.

If you require additional information or have any questions, please contact:  
TC ADVANTAGE TRADERS, LTD.

SECOND FLOOR, NERVEE PROFESSIONAL BUILDING, 7A WEST MALL DRIVE,  
FREEPORT, GRAND BAHAMA, the BAHAMAS.

Tel: 242-810-7299

Email: larry@tc-advantage.com

Documents that are included and made a part of this Offering Document:

- Annex A Copy of Business Plan
- Annex B Subscription Agreement
- Annex B Qualified Institutional Buyer & Qualified Purchaser Certification
-

## **ANNEX A**

# **TC ADVANTAGE TRADERS LIMITED**

## **BUSINESS PLAN**

# W Johnson Consulting LLC:

Founded by U.S. Navy Veteran William Johnson Jr., WJC is a Houston-based subsea robotics, training, and workforce development company focused on three primary areas:

- WJC Operations Group LLC – Offshore field operations including ROV inspections
- WJC Training & Workforce Development LLC – Specialized 31-day ROV Training Academy
- WJC Subsea Innovation & R&D LLC – Research and development of subsea robotics

This offering of 5% Secured Medium Term Notes supports WJC's \$5 billion vision to become a global leader in the emerging "Blue Workforce" – creating a pipeline of skilled subsea technicians and engineers.



# Company Leadership

## Executive Team

- **William Johnson** – CEO / Founder
- **Ryan Akers** – VP of Business Operations
- **Beverly Riggans** – CFO
- **Ciara Campbell** – COO
- **Darin Keever** – CTO
- **Gerald B. Good** – Military Liaison

## Board Members

- William Johnson
- Sandeep Yayathi
- William Johnson III
- Darin Keever
- Janice & Larry Crawford

WJC combines deep industry expertise with strategic vision. The leadership team brings together experience in subsea operations, business development, financial management, and technological innovation to drive the company's ambitious growth plans.



# Market Opportunity & Strategy

The subsea robotics industry is rapidly expanding, with increasing demand across multiple sectors:

## Growing Sectors

- Offshore oil & gas
- Renewable energy
- Defense applications
- Environmental monitoring

## WJC's Strategic Approach

- Scale training to educate 331 individuals by 2031
- Expand operations in Nigeria, West Africa, and Gulf of Mexico
- Grow subsea robotics fleet and technology platforms
- Develop AI-based ROV simulators

WJC's unique integration of training, operations, and innovation positions it to be a leader in the emerging "Blue Workforce" – creating a pipeline of skilled subsea technicians and engineers ready to meet global demand.



# Use of Proceeds: \$500M Offering

## Training Expansion

Expand WJC's training academy capacity and facilities to increase student throughput

## Equipment Acquisition

Purchase additional VideoRay Defender and Pro 5 ROV systems for operations and training

## Scholarship Funding

Fund scholarships for underserved students in Houston and beyond

## Technology Development

Develop AI-based ROV simulators and subsea data solutions

## International Expansion

Support international operations in Nigeria and West Africa

## Working Capital

Provide working capital for R&D, payroll, and operations

The proceeds will enable WJC to execute its growth strategy across all three business units while maintaining operational excellence.

# \$5 Billion Vision: Global Sovereignty Initiative

WJC is requesting **\$200 million in immediate funding** as the first tranche of a comprehensive \$5 billion roadmap. This initiative reframes WJC's operations into a global sovereignty framework for autonomous subsea robotics, workforce empowerment, and asset protection.



## Global Infrastructure

\$1.5B to construct sovereign ROV command & training hubs in 12 strategic regions worldwide



## Fleet Expansion

\$1.2B to acquire & retrofit 300+ ROVs with AI-ready autonomy platforms



## Workforce Development

\$800M to expand the WJC Training Academy globally, certifying 50,000+ technicians in 5 years

This vision positions WJC as a **global sovereign architect of the future subsea economy**, with returns measured in capital, equity, and global influence.



# First Tranche Allocation: \$200M

## Infrastructure (\$50M)

Build and scale Houston & Port Harcourt hubs as prototypes, including simulation labs, control systems, and student housing

## Fleet (\$50M)

Purchase 15–20 Defender & Pro 5 units, retrofit with autonomy packages for Nigeria, Gulf of Mexico, and Brazil operations

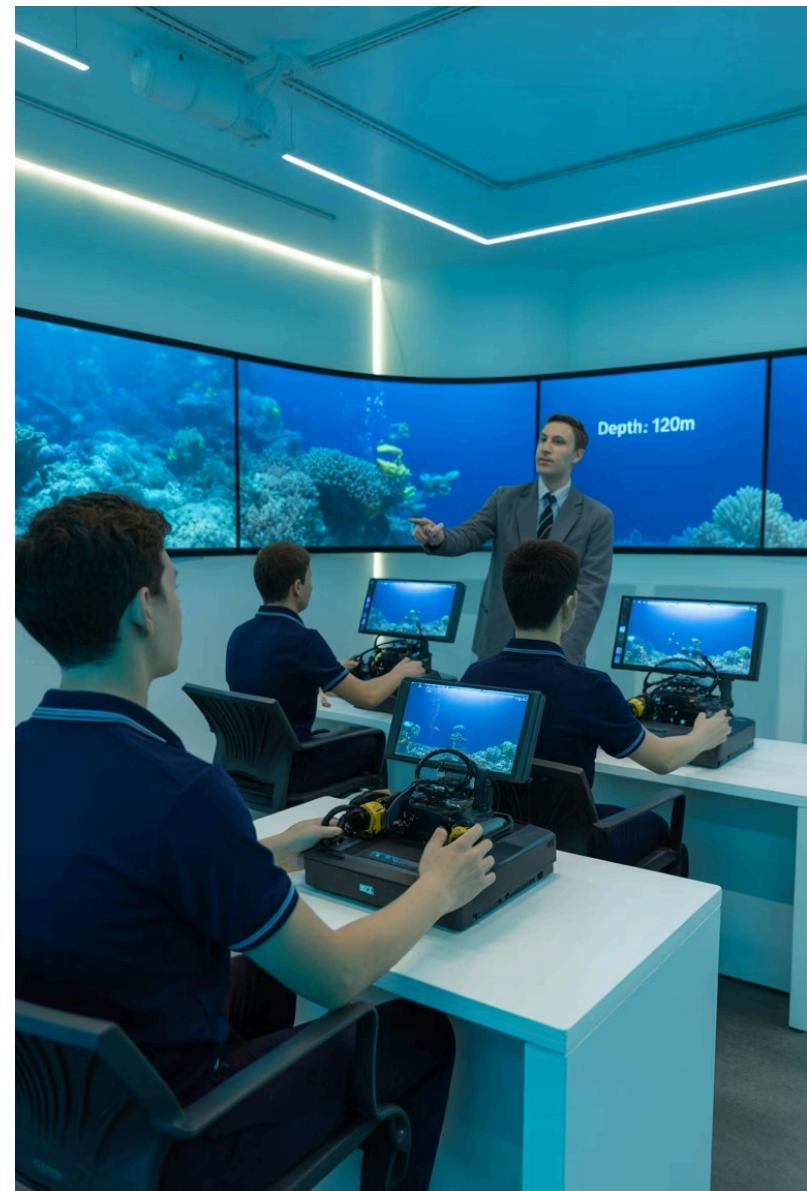
## Training (\$40M)

Train 1,000+ students in Houston & Nigeria within 24 months, creating a revenue-generating workforce pipeline

## Strategic Reserves (\$60M)

Create contingency & protection funds for geopolitical risk, cyber resilience, and operational continuity

The initial \$200M investment unlocks tactical growth while laying the foundation for WJC's long-term global expansion, with focused investments in key areas that will generate immediate returns.





# Strategic Partnerships & Legal Framework

## Strategic Partnerships (\$500M)

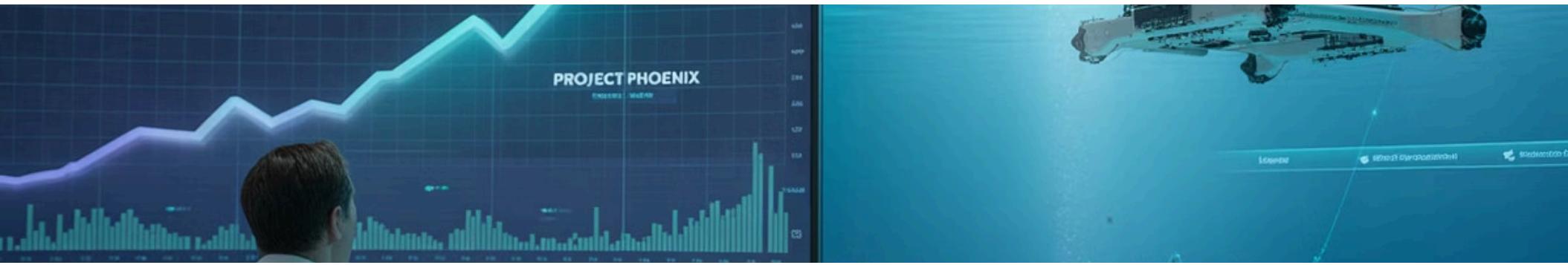
- Joint ventures with Nauticus Robotics, VideoRay, Subsea 7 for AI control systems
- Global licensing framework for WJC simulators, retrofits, and AI navigation platforms
- Sovereign IP trust to secure patents, royalties, and licensing revenue

**\$200M Allocation:** Develop the AI ROV Simulator & secure 2–3 licensing partnerships (PVAMU, HISD, ExxonMobil)

## Legal Structuring (\$500M)

- Global legal teams to structure trust-based ownership across jurisdictions
- Notifications with maritime & energy regulators in targeted regions
- WJC-led governance protocols ensuring equity, transparency, and mission alignment

**\$200M Allocation:** Fund legal structuring, compliance, and U.S. Department of Labor apprenticeship recognition



## ROI Framework

### Years 1-3 (Powered by \$200M Tranche)

- Active contracts in Gulf of Mexico, Nigeria, Brazil
- Train & deploy first 1,000 students
- Generate **\$250M-\$400M annual revenue** by Year 3
- Gross margins 30-40% due to autonomy-ready ROVs

1

2

### Years 3-5 (Scaling Toward \$5B Vision)

- AI licensing revenue, ROV retrofits & resales
- Sovereign IP Trust generating royalties from patents, simulators, and workforce contracts
- Projected ROI: **3X-5X return** by Year 5
- **\$15-25B valuation**

WJC's integrated approach creates multiple revenue streams through operations, training, and technology licensing, driving exceptional returns on investment.



# Exit Strategy Options



## Strategic Buyout

Acquisition by energy majors, defense contractors, or sovereign wealth funds seeking to secure advanced subsea capabilities and trained workforce



## IPO Pathway

Public offering for the Autonomous ROV Division or Global Training Academy as standalone entities with established revenue streams



## Royalty Continuity

Ongoing revenue from sovereign IP trust ensures long-term income streams post-exit through patents, simulators, and workforce contracts

WJC's multi-faceted exit strategy provides investors with multiple paths to liquidity while ensuring the company's mission and vision continue to generate value.



# Investment Summary

## \$500,000,000 TCA 5% Secured Medium Term Notes

### Investment Highlights

- Established operations with major clients like ExxonMobil
- Unique integration of training, operations, and innovation
- Scalable business model with multiple revenue streams
- Strong leadership team with industry expertise
- Clear path to \$15-25B valuation within 5 years

### Next Steps

- Review complete Confidential Private Placement Memorandum
- Schedule due diligence meeting with WJC leadership
- Consult with your professional advisors
- Commit to initial investment tranche
- Join WJC in building the future of subsea robotics

W Johnson Consulting LLC represents not just a subsea operator, but a **global sovereign architect of the future subsea economy**, with returns measured in capital, equity, and global influence.

## **ANNEX B**

### **SUBSCRIPTION AGREEMENT**

**TC Advantage Traders, Ltd.**

**A Limited Company formed under the laws of The Bahamas**

## **SUBSCRIPTION AGREEMENT**

SUBSCRIPTION AGREEMENT, between TC ADVANTAGE TRADERS, Ltd., a Bahamas Company. (TC ADVANTAGE TRADERS), and the subscriber listed on the signature page hereof (the “Subscriber”), made as of the date set forth by the TC ADVANTAGE TRADERS opposite its signature on the signature page hereof.

### **WITNESSETH:**

WHEREAS TC ADVANTAGE TRADERS is conducting a private placement (the “Private Placement”) pursuant to the exemption under Regulation S and 144A of the Securities and Exchange Act 1933 amended, which it is offering up to an aggregate of 500 TC ADVANTAGE 5% SECURED MEDIUM TERM NOTES Universal Music Group Reg S Cusip# P900T AA8 ISIN# BSP9000T AA83, 144A Cusip# 87225H AB4, ISIN# 87225H AB42; and

WHEREAS the Subscriber desires to purchase from TC ADVANTAGE TRADERS in the Private Placement the number of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES set forth on the signature page hereof, subject to the provisions described herein (the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES) on the terms and conditions hereinafter set forth; and

WHEREAS This Subscription Agreement is one of a limited number of such subscriptions for TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES offered by TC ADVANTAGE TRADERS to a limited number of suitable investors pursuant to Rule 506 of Regulation D and Section 4(2) and/or Section 4(6) of the Securities Act of 1933, as amended (the “Securities Act”). Execution of this Subscription Agreement by the Subscriber shall constitute an offer by the Subscriber to purchase on the terms and conditions specified herein and in TC ADVANTAGE TRADERS Confidential Private Placement Memorandum dated May 29, 2020 (the “PPM”). TC ADVANTAGE TRADERS reserves the right to reject such subscription offer or, by executing a copy of this Subscription Agreement, to accept such offer. If the Subscriber’s offer is accepted, TC ADVANTAGE TRADERS will execute this Subscription Agreement and issue the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES in accordance with the terms provided in the PPM. If the Subscriber’s offer is rejected, the payment accompanying this Subscription Agreement will be returned to the Subscriber, with no interest thereon, with the notice of rejection.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agrees as follows:

### **1. Issuance, Sale, and Delivery of the TC ADVANTAGE 5% SECURED MEDIUM TERM NOTES.**

(a) Subject to the terms and conditions set forth herein and execution of this Agreement as attached to the PPM to which this Subscription Agreement is attached, on the Closing Date (as defined below) TC ADVANTAGE TRADERS shall issue, sell and deliver to Subscriber, and Subscriber shall purchase from TC ADVANTAGE TRADERS, the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES for a purchase price of \$10,000,000 per

Bond (the aggregate purchase price to be paid by the Subscriber for the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES is referred to herein as the “Purchase Price”).

(b) The Subscriber will pay (i) the Purchase Price by wire transfer, check, money order or as otherwise directed by TC ADVANTAGE TRADERS, of immediately payable funds and (ii) a counterpart signature page to the Operating Agreement executed by the Subscriber. Subscriber shall be registered in the books of TC ADVANTAGE TRADERS as the owner of the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES being purchased by Subscriber hereunder, which such TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES may be evidenced by more than one certificate in the name of the Subscriber.

(c) Terms for payment: Upon the execution and submission of the Subscription Agreement the subscriber will include full payment for the Subscribed amount of Bonds within 5 business day which will constitute settlement. The Bonds will then be delivered via the DTC/DWAC FAST SYSTEM.

(d) Penalties for non-payment: Upon deliverance of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE subscriber agrees to the payment of the full amount or if allowed a mutually agreed upon schedule. If there is any breach of any payment subscriber will return the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE to the issuer within 7 days forfeiting any payment or payments incurred. Furthermore, the issuer TC ADVANTAGE TRADERS will demand return of TC ADVANTAGE TRADER 5% MEDIUM TERM NOTE within 7 days unencumbered.

## 2. Closing Date.

In the event TC ADVANTAGE TRADERS accepts this subscription by execution of this Agreement, the closing of the sale and purchase of the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES shall take place at the offices of TC ADVANTAGE TRADERS at such place, date and time as may determine by TC ADVANTAGE TRADERS (such date and time of the closing being herein called the “Closing Date”). TC ADVANTAGE TRADERS, IN ITS SOLE DISCRETION, MAY REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART. The Subscriber acknowledges that this subscription shall be deemed to be accepted by TC ADVANTAGE TRADERS only when this Agreement is countersigned by an authorized officer of TC ADVANTAGE TRADERS. The Subscriber further acknowledges and agrees that subscriptions need not be accepted in the order they are received, that TC ADVANTAGE TRADERS shall not be obligated to sell all or any of the Number of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES proposed to be sold in the

Private Placement, that TC ADVANTAGE TRADERS shall not be required to sell any minimum number of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES at any closing and that TC ADVANTAGE TRADERS may hold one or more closings for such number of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES as it shall determine in its sole discretion.

**3. Representations and Warranties of TC Advantage Traders.** TC Advantage Traders represents and warrants to Subscribers as follows:

(a) Organization. TC ADVANTAGE TRADERS is a Limited Company, duly formed, validly existing and in good standing under the laws of the Bahamas, West Indies. TC ADVANTAGE TRADERS has, on or prior the Closing Date, will have the authority to own and hold its properties, to carry on its business as currently conducted, to execute, deliver, and perform this Agreement and to issue and deliver the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES.

(b) Authorization of Agreements, Etc. This Agreement has, on or prior to the Closing Date will have been duly executed and delivered by TC ADVANTAGE TRADERS and constitutes the valid and binding obligation of TC ADVANTAGE TRADERS enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws affecting creditors' rights generally or by general equitable principles, and exceptions of the enforceability of any provisions hereof would be restricted or void by reason of public policy.

(c) No Conflicts. TC ADVANTAGE TRADERS execution and delivery of this Agreement and TC ADVANTAGE TRADERS consummation of the transactions contemplated hereby will not

(i) violate, conflict with or result in an event of default under any material agreement or contract to which TC ADVANTAGE TRADERS is a party or by which it is bound, (ii) violate any applicable law, ordinance, rule or regulation of any governmental body having jurisdiction over TC ADVANTAGE TRADERS or its business or any order, judgement, or decree applicable to TC ADVANTAGE TRADERS, or (iii) violate any provision of its certificate of incorporation or by-laws, each as may be in effect as of the Closing Date.

**4. Representations and Warranties of the Subscriber.**

Subscriber represents and warrants to TC ADVANTAGE TRADERS with respect to itself as follows:

(a) Organization, Power and Authority. The subscriber, if not a natural person, is an LLC, duly organized, validly existing and in good standing in its jurisdiction of an LLC or organization. Subscriber has full power and authority to enter into, deliver and perform this Agreement and (together, the "Transaction Documents") and has taken all action required to authorize the execution and delivery hereof and to consummate the transactions contemplated hereby, including the purchase of the TC ADVANTAGE TRADERS 5%SECURED MEDIUM TERM NOTES and, if Subscriber is not a natural person, the person signing this Agreement on behalf of Subscriber has been duly authorized to act on behalf of and to bind such party.

**(b) Authorization of Agreements, Etc.** The Transaction Documents have been duly executed and delivered by the Subscriber and constitute the valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms, except as may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws affecting creditors' rights generally or by general equitable principles, and except insofar as the enforceability of any provision hereof would be restricted or void by reason of public policy.

**(c) No Conflicts.** The execution and delivery of the Transaction Documents and the consummation of the transactions contemplated hereby will not (i) violate, conflict with or result in the event of default under any material agreement or contract to which the Subscriber is a party or by the Subscriber is bound, (ii) violate any applicable law, ordinance, rule or regulation of any governmental body having jurisdiction over such party or its business or any order, judgment or decree applicable to the Subscriber,

(iii) require the Subscriber to obtain the consent of any governmental agency or entity or any other third party, other than such consents as have already been obtained, or (iv) if not a natural person, violate any provision of the Subscriber's certificate of incorporation, certificate of limited partnership, certificate of formation or other formation or organizational instrument or document, as applicable, and by-laws, partnership agreement or operating agreement, as applicable.

**(d) Investment Representations.** Subscriber represents and warrants to TC ADVANTAGE TRADERS that (i) it has completed the "Qualified Institutional Buyer Certification" attached to this Agreement and provided (ii) independent certification that Subscriber meets the Qualified Institutional Buyer qualification and it is acquiring the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES for its own account for the purpose of investment and not with a view to or for sale in connection with any distribution thereof. Subscriber further represents that Subscriber has knowledge and experience in business and financial matters and prior investment experience, including investment in securities that are non-listed, unregistered and/or not traded on a national securities exchange nor on The NASDAQ Stock Market and that Subscriber understands that

- (i) the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES have not been registered under the Securities Act, by reason of their issuance in a transaction exempt from the registration requirements of the Securities Act pursuant to Section 4(2) thereof or pursuant to Regulation D promulgated there under,
- (ii) the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES must be held indefinitely unless a subsequent disposition thereof is registered under the Securities Act or is exempt from such registration, (iii) the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES will bear a legend to such effect, and (iv) TC ADVANTAGE TRADERS will make a notation on its transfer books to such effect. The subscriber has delivered the completed "Qualified Institutional Buyer Certification" to TC ADVANTAGE TRADER along with any subscription made hereunder.

(e) No Public Market. Subscriber understands that there is not public market for TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE, or that no market may develop. The Subscriber understands that even if the public market developed for TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE Regulation S and 144A promulgated under the Securities Act requires non- affiliates, among other conditions, a one year holding period (in limited amounts) of

securities acquire in a non-public offering without having to satisfy the registration requirements under the Securities Act. The Subscriber understands and acknowledges that TC ADVANTAGE TRADERS is under no obligation to register the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES under the Securities Act or any state securities or “blue sky” laws. The Subscriber acknowledges that until such time such securities will be subject to state securities laws, and that any sales must comply in all respects with all applicable state securities laws, including those of the state in which the Subscriber resides, which may require any securities sold in such state to be sold through a registered broker-dealer or in reliance upon an exemption from registration.

(f) Access to Information. The Subscriber represents that the Subscriber has been furnished by TC ADVANTAGE TRADERS during the course of this transaction with the PPM and all information regarding TC ADVANTAGE TRADERS which the Subscriber has requested or desired to know, has been afforded the opportunity to ask questions of and receive answers from duly authorized officers of TC ADVANTAGE TRADERS concerning the terms and conditions of the Private Placement and has received any additional information which the Subscriber has requested. The Subscriber has relied solely upon the information provided by TC ADVANTAGE TRADERS in this Agreement in making the decision to invest in the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES. The Subscriber disclaims reliance on any other statements made or information provided by any person or entity in the course of the Subscriber’s consideration of the purchase of the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE.

(g) Risk. SUBSCRIBER UNDERSTANDS THAT THIS INVESTMENT IN THIS COMPANY IS ILLIQUID AND INVOLVES A HIGH DEGREE OF SPECULATIVE RISK. The Subscriber recognizes that the purchase of the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES involves a high degree of risk in that, among other things, (i) TC ADVANTAGE TRADERS is an early stage business with a limited operating history and may require funding in addition to the proceeds of the Private Placement, which may be done through additional equity issuances which may cause additional dilution, (ii) an investment in TC ADVANTAGE TRADERS is highly speculative, and only an investor who can afford the loss of the Subscriber’s entire investment should consider investing in TC ADVANTAGE TRADERS and the (iii) the Subscriber may not be able to liquidate the Subscriber’s investment, and (iv) in the event of a disposition, the Subscriber could sustain the loss of the entire investment.

(h) No Commissions or NASD Affiliation. The subscriber has not paid or received any commission or other remuneration in connection with the Private Placement. The Subscriber is not associated with a member firm of the National Association of Securities Dealers, LLC.

**(i) No Brokers or General Solicitation.** Neither the Subscriber nor any of its officers, directors, employees, agents, stockholders or partners, has either directly or indirectly, including through a broker or finder.

engaged in any general solicitation, or (ii) published any advertisement in connection with the offer and sale of the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES. The Subscriber represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction and agrees to indemnify and to hold harmless TC ADVANTAGE TRADERS from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Subscriber or any of its officers, directors, employees, agents, stockholders or partners, if any, is responsible.

**(j) Address.** The Subscriber represents that the address of the Subscriber furnished on the signature page hereof is (i) the Subscriber's principal business address if the Subscriber is not a natural person or (ii) the Subscriber's principal residence if the Subscriber is a natural person.

**(k) Foreign Subscribers.**

i) If the Subscriber is not a United States person (as defined by Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended), the Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES.

(ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the 5% NOTE. The Subscriber's subscription and payment for and continued beneficial ownership of the 5%, SECURED MEDIUM TERM NOTES will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

**(l) Subscriber Agrees.** The Subscriber acknowledges and agrees that (i) the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES are subject to substantial restrictions on transfer and voting pursuant to the Company's Agreement, (ii) the TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES will bear a legend to such effect, and (iii) TC ADVANTAGE TRADERS will make a notation of its transfer books to such effect.

**5. Miscellaneous.**

**(a) Expenses, Etc.** Each party hereto will pay its own expenses in connection with the transactions contemplated by this Agreement, whether or not such transactions shall be consummated.

**(b) Survival of Agreements.** All covenants, agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement and the issuance, sale and

delivery TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES pursuant hereto.

(c) Parties in Interest. All covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether so expressed or not, except for transferees in a Public Sale. For the purposes of this

Agreement, "Public Sale" means any sale of TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTE to the public pursuant to an offering registered under the Securities Act or to the public pursuant to the provisions of Regulation S and 144A (or any successor or similar rule) adopted under the Securities Act.

(d) Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given, delivered and received upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next day or next business day delivery, with written verification of receipt. All communications shall be sent to, if to the Subscriber, such Subscriber's address as set forth on the signature page hereto, or, if to TC ADVANTAGE TRADERS, to the principal office of TC ADVANTAGE TRADERS and to the attention of the Chief Executive Officer, or to such facsimile number or address as subsequently modified by written notice given in accordance with this Section 5(d), with an email copy to

(e) Entire Agreement; Modifications. This Agreement, together with the Private Placement Memorandum dated, constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended or modified nor any provisions waived except in writing signed by TC ADVANTAGE TRADERS and Subscriber.

(f) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Governing Law. This agreement, the performance of this Agreement and all matters arising directly or indirectly here from or therefrom, including the legal relations among the parties, shall be governed by, and construed and enforced in accordance with, the laws of the Bahamas, without regard to its conflict of laws rules. The parties hereto hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Bahamas, and not in any other state or federal court in the United States of America or any other country, (ii) consent to submit to the exclusive jurisdiction of the State courts for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in a State court, and (iv) waive, and agree not to plead or to make, any claim

that any such action or proceeding brought in the State court has been brought in an improper or inconvenient forum.

THE TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES BEING SOLD HEREUNDER HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE TC ADVANTAGE TRADERS 5% SECURED MEDIUM TERM NOTES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE TC ADVANTAGE TRADERS 5%

SECURED MEDIUM TERM NOTES ARE SUBJECT TO RESTRICTION ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. SUBSCRIBER SHOULD BE AWARE THAT IT WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

SUBSCRIBER SHOULD CONSULT ITS OWN LEGAL COUNSEL, ACCOUNTANT AND BUSINESS AND FINANCIAL ADVISERS AS TO ALL LEGAL, TAX AND RELATED MATTERS CONCERNING ANY INVESTMENT IN TC ADVANTAGE TRADERS.

IN WITNESS WHEREOF, MR LARRY CORONA AND THE SUBSCRIBER AFFIRM THIS AGREEMENT,

**TC ADVANTAGE TRADERS, LTD.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: Larry Corona  
Title: Chairman of Board of Directors

**SUBSCRIBER:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title:  
Address: \_\_\_\_\_  
Soc. Sec.# or FEIN # \_\_\_\_\_

Number of TC ADVANTAGE TRADERS 5%  
SECURED MEDIUM TERM NOTE bonds

500  
\_\_\_\_\_

Total Purchase Price \$5,000,000,000

## **QUALIFIED INSTITUTIONAL BUYER AND QUALIFIED PURCHASER CERTIFICATION**

I. In connection with a purchase or purchases of privately offered securities pursuant to Regulation S and 144A under the Securities Act of 1933 (the "Securities Act") we, the undersigned, hereby certify that we are familiar with Regulation S and 144A and agree that persons selling securities to us in reliance upon Regulation S and 144A may rely on the information contained in this certificate and represent and warrant that:

**We are a qualified institutional buyer in that we satisfy the requirements of one or more of paragraphs (i) through (v) below (please check all applicable box[es]):**

(i) We are an entity referred to in one or more of the sub-paragraphs (A) through (1) below and in the aggregate own and invest on a discretionary basis, for our own account or the accounts of other persons, at least \$100 million in securities of issuers that are not affiliated with us or such other persons, calculated as provided in Regulation S, as of the date specified below:

- (A) Insurance Company: An insurance company as defined in Section 2(13) of the Securities Act; or
- (B) Investment Company: An investment company registered under the Investment Company Act of 1940 (the "Investment Company Act") or any business development company as defined in Section 2(a)(48) of the Investment Company Act; or
- (C) Small Business Investment Company: A small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; or
- (D) State or Local Plan: A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees; or
- (E) ERISA Plan: An employee benefit plan within the meaning of Title I of the Employee Retirement Income Securities Act of 1974; or
- (F) Trust Fund: A trust fund whose trustee is a bank or a trust company and whose participants are exclusively plans of the type identified in sub-paragraph (D) or (E) above, except trust funds that include as participants individual retirement accounts or H.R. 10 plans; or
- (G) Business Development Company: A business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the "Investment Advisers Act"); or
- (H) Corporation, etc.: An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act or a foreign bank or savings and loan association or equivalent institution), partnership, or Massachusetts or similar business trust; or
- Investment Adviser: An investment adviser registered under the Investment Advisers Act.

(ii) Bank or Savings and Loan:

We are a bank as defined in Section 3(a)(2) of the Securities Act, a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act, or a foreign bank or savings and loan association or equivalent institution that in the aggregate owns and invests on a discretionary basis, for our own account or the accounts of other persons, at least \$100 million in securities of issuers that are not affiliated with us or such other persons calculated as provided in Regulation S, as of the date specified below and had an audited net worth of at least \$25 million as of the end of our most recent fiscal year. (This paragraph does not include bank commingled funds.)

(iii) Dealer:

We are a dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934 that (a) in the aggregate owns and invests on a discretionary basis, for our own account or the accounts of other persons, at least \$10 million in securities of issuers that are not affiliated with us or such other persons, calculated as provided in Regulation S and 144A as of the date specified below, or (b) is acting in a riskless principal transaction on behalf of a qualified institutional buyer.

(iv) Part of a Family of Investment Companies:

We are an investment company registered under the Investment Company Act, acting for our own account, that is part of a "family of investment companies" as defined in Regulation S, that owns in the aggregate at least \$100 million in securities of issuers that are not affiliated with us or such other persons, calculated as provided in Regulation S and 144A as of the date specified below.

(v) Entity Owned by Qualified Institutional Buyer:

We are an entity, all of the equity owners of which are qualified institutional buyers (each satisfying the requirements of one or more of paragraphs (i) through (iv) above).

II. We are, and each underlying client participating in a Regulation S and 144A transaction is, a "Qualified Purchaser" pursuant to Sections 3(c)(7) and 2(a)(51) and the related rules of the Investment Company Act and further represent and warrant that:

(i) Neither we nor any of our underlying clients are a "dealer" as defined above that owns and invests on a discretionary basis less than US\$25 million in "eligible securities" (excluding securities constituting the whole or part of an unsold allotment to or subscription as a participant in a public offering), or a "plan" or "trust fund" as defined above that holds assets for such a plan, the investment decisions of which are made by the beneficiaries of the plan and not solely by the fiduciary, trustee or sponsor of the plan;

(ii) Neither we nor any of our underlying clients are an entity that was formed for the specific purpose of investing in 3(c)(7) securities (or if formed for such purpose then each of the beneficial owners of our securities is a Qualified Purchaser).

(iii) If we or any of our underlying clients were formed prior to April 30, 1996 and an investment company excepted from the Investment Company Act pursuant to Sections 3(c)(1) or 3(c)(7) thereunder, then our or our client's treatment as a Qualified Purchaser has been consented to (according to the Investment Company Act) by our or our client's beneficial owners who acquired their interests on or before April 30, 1996;

(iv) Each of our sub-accounts can independently make the representations and warranties in this Part II. If we decide to purchase securities for an account of another that is designated a Qualified Institutional Buyer or Qualified Purchaser, we will only purchase for accounts which can, and each such account will be deemed to, make the representations and warranties in Part I(i) above and this Part II.

III. We further certify that we are aware that you or your affiliates may rely on the exemption from the registration requirements of the Securities Act provided by Regulation S and 144A there under in connection with the sale or offering of securities to us.

IV. In calculating the aggregate amount of securities owned or invested by an entity as provided in Regulation S; (a) bank deposit notes, certificates of deposit, loan participations, repurchases agreements, securities owned but subject to repurchase agreements, currency, interest rate and commodity swaps, securities of our affiliates and dealers' unsold allotments are excluded; and (b) securities are valued at cost, except that they may be valued at the market if they are reported in our financial statements at market and no current cost information is published.

Each entity, including a parent or subsidiary, must separately meet the requirements in order to be a qualified institutional buyer under Regulation S. Securities owned by any subsidiary may be included as owned or invested by its parent entity for purposes of Regulation S and 144A only if (1) the subsidiary is consolidated in the parent entity's financial statements and (2) the subsidiary's investments are managed under the parent entity's direction (except that a subsidiary's securities may not be included if the parent entity is itself a majority- owned consolidated subsidiary of another enterprise and is not a reporting company under the Securities Exchange Act of 1934).

VI. We further certify that we will purchase securities pursuant to Regulation S and 144A from or through you or any of your affiliates only for our own account or for the account of another entity that is a qualified institutional buyer. We will not purchase securities for another entity pursuant to Regulation S and 144A unless it satisfies the requirement of one or more of paragraphs (i) through (v) in Part I above. We understand that if we are an insurance company, any purchase by us for one or more separate accounts, as defined by Section 2(a)

(37) of the Investment Company Act, that are neither registered under Section 8 of the Investment Company Act nor required to be so registered will be deemed to be a purchase for our account.

VII. We agree to notify you of any change in the certifications contained herein, and each purchase by us of securities pursuant to Regulation S and 144A from or through you or any of your affiliates will constitute a reaffirmation of the certifications herein (as modified by any such notice) as of the time of such purchase.

**QUALIFIED OFFICER: PLEASE PRINT AND SIGN.**

Name of Entity: \_\_\_\_\_ Date of Completion of the QIB Questionnaire: \_\_\_\_\_

By: \_\_\_\_\_

SIGNATURE OF CHIEF FINANCIAL OFFICER OR OTHER QUALIFIED EXECUTIVE OFFICER

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_