

CONFIDENTIAL

Private Placement Memorandum



NBTAECOM
FUND 1

18% Fixed Return Inventory Fund for E-Commerce Platforms
September 18, 2024

Class B Units of Limited Liability Company Membership Interests

18% per annum fixed return equating to 4.50% per quarter
60-month program with a 12-month redemption feature

www.NBTAEF.com | info@nbtecha.com | (949) 204-0288

120 Newport Center Dr, Ste 40, Newport Beach, CA, 92660

NOTICES

The Company is a Limited Liability Company in the State of Wyoming with an office in California and operations in Arizona and Wyoming. This Memorandum relates to the offering of units of Class B membership interests (CLASS B UNITS) of the Company.

Reliance on this Memorandum: The CLASS B UNITS are offered only on the basis of the information contained in this Memorandum. Any further information or representations given or made by any dealer, broker or other person should be disregarded and accordingly, should not be relied upon. No person has been authorized to give any information or to make any representations in connection with the offering of the CLASS B UNITS other than those contained in this Memorandum and, if given or made, such information or representations must not be relied on as having been authorized by the Company.

THIS MEMORANDUM IS PROVIDED ON A CONFIDENTIAL BASIS SOLELY FOR THE INFORMATION OF THOSE PERSONS TO WHOM IT IS TRANSMITTED BY THE UNDERSIGNED SO THAT THEY MAY CONSIDER THE FUND'S OFFERING AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE. PROSPECTIVE INVESTORS IN CLASS B UNITS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT THE INVESTOR'S OWN ADVISERS CONCERNING LEGAL, TAX, ERISA AND RELATED MATTERS CONCERNING AN INVESTMENT IN THE CLASS B UNITS

THE OFFER AND SALE OF CLASS B UNITS HEREBY HAS NOT BEEN REGISTERED WITH THE SEC OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT, AND, ACCORDINGLY, MAY NOT BE OFFERED OR RESOLD EXCEPT UNDER AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT OR UNDER AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

THE CLASS B UNITS ARE BEING OFFERED IN RELIANCE ON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND ARE NOT REQUIRED TO COMPLY WITH SPECIFIC DISCLOSURE REQUIREMENTS THAT APPLY TO REGISTRATION UNDER THE 1933 ACT. SIMILARLY, THE CLASS B UNITS ARE NOT SUBJECT TO THE PROTECTIONS PROVIDED BY THE 1940 ACT. THE SEC HAS NOT PASSED UPON THE MERITS OF OR GIVEN ITS APPROVAL TO THE CLASS B UNITS, THE TERMS OF THE OFFERING, OR THE ACCURACY OR COMPLETENESS OF THIS MEMORANDUM. THE CLASS B UNITS MAY BE SOLD ONLY TO "ACCREDITED INVESTORS" WHO MEET MINIMUM NET WORTH THRESHOLDS AND TO "QUALIFIED CLIENTS." CLASS B UNITS MAY BE SEPARATELY SOLD TO PERSONS OUTSIDE OF THE UNITED STATES UNDER REGULATION S ADOPTED UNDER THE 1933 ACT ("REG S"). CLASS B UNITS SO SOLD MAY NOT BE RESOLD IN THE U.S. AND ARE SUBJECT TO OTHER REG S LIMITATIONS.

THE CLASS B UNITS ARE SUBJECT TO LEGAL RESTRICTIONS ON THE TRANSFER AND RESALE AND INVESTORS SHOULD NOT ASSUME THEY WILL BE ABLE TO RESELL THE CLASS B UNITS. INVESTING IN THE CLASS B UNITS INVOLVES RISK, AND INVESTORS SHOULD BE ABLE TO BEAR THE LOSS OF THEIR INVESTMENT IN THE CLASS B UNITS. SEE "RISK FACTORS" BELOW.



THE COMPANY MAKES THE STATEMENTS IN THIS CONFIDENTIAL ACCREDITED INVESTOR PACKAGE AS OF THE DATE HEREOF, UNLESS STATED OTHERWISE. NEITHER THE DELIVERY OF THIS CONFIDENTIAL ACCREDITED INVESTOR PACKAGE, NOR ANY SALE MADE HEREUNDER AS OF A DATE AFTER THE DATE OF THIS CONFIDENTIAL ACCREDITED INVESTOR PACKAGE (OR THE LATEST AMENDMENT OR SUPPLEMENT HERETO), SHALL CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN OR THE AFFAIRS OF THE COMPANY HAVE NOT CHANGED SINCE THE DATE HEREOF (OR OF THE LATEST AMENDMENT OR SUPPLEMENT) OR THAT SUCH INFORMATION IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

THE FORWARD-LOOKING STATEMENTS INCLUDED IN THIS MEMORANDUM ARE NOT HISTORICAL FACTS OR GUARANTEES OF PERFORMANCE, BUT RATHER ARE BASED UPON CURRENT EXPECTATIONS, ESTIMATES AND PROJECTIONS ABOUT THE COMPANY, ITS INDUSTRY, BELIEFS AND ASSUMPTIONS. WORDS SUCH AS “ANTICIPATES”, “EXPECTS”, “PROJECTS”, “INTENDS”, “PLANS”, “BELIEVES”, “SEEKS”, “HOPES” AND “ESTIMATES, AND VARIATIONS OF THESE WORDS AND SIMILAR EXPRESSIONS, OR FUTURE OR CONDITIONAL VERBS SUCH AS “WILL”, “SHALL”, “WOULD”, “SHOULD”, “COULD” OR “MAY”, ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. THESE STATEMENTS ARE NOT GUARANTEES OF FUTURE PERFORMANCE AND ARE SUBJECT TO RISKS, UNCERTAINTIES AND OTHER FACTORS, SOME OF WHICH ARE BEYOND THE COMPANY’S CONTROL, ARE DIFFICULT TO PREDICT, AND COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE EXPRESSED OR FORECASTED IN THE FORWARD-LOOKING STATEMENTS. THESE RISKS AND UNCERTAINTIES INCLUDE (BUT ARE NOT LIMITED TO) THOSE DESCRIBED IN SECTION “RISK FACTORS” AND ELSEWHERE IN THIS MEMORANDUM. GIVEN THESE UNCERTAINTIES, PROSPECTIVE INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON SUCH FORWARD-LOOKING STATEMENTS. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON CURRENT EXPECTATIONS, AND THE COMPANY ASSUMES NO OBLIGATIONS TO UPDATE THIS INFORMATION. EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH ITS OWN ADVISORS TO EVALUATE THE FORWARD-LOOKING STATEMENTS AND THE ASSOCIATED ASSUMPTIONS AND MAKE SUCH PROSPECTIVE INVESTOR’S OWN INDEPENDENT DETERMINATION OF THE FEASIBILITY OF THE FORWARD-LOOKING STATEMENTS AND ASSUMPTIONS.

PROSPECTIVE INVESTORS ARE FURTHER ADVISED THAT STATEMENTS OR ESTIMATES OF PAST PERFORMANCE OF PEER COMPANIES DO NOT CONSTITUTE REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT THE COMPANY WILL REPLICATE THAT PAST PERFORMANCE IN ITS FUTURE OPERATIONS. THE COMPANY IS IN THE STARTUP DEVELOPMENTAL STAGE, HAS GENERATED NO REVENUES AND DOES NOT HAVE ANY PAST PERFORMANCE AS OF THE DATE HEREOF.

The information contained herein is confidential and private. It is for the exclusive use of persons selected by NBTA ECOM FUND 1, LLC

FOR ACCREDITED INVESTORS ONLY



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SUMMARY OF THE TERMS

The Company:

NBTA ECOM FUND 1, LLC ("the Fund") is a Limited Liability Company established under the legal framework of the State of Wyoming with an office in California and operations in Arizona and Wyoming. The Fund specializes in managing inventory sourcing for Amazon's Fulfillment by Amazon (FBA) program. Investors in the Fund can expect an 18% annual fixed rate of return on their investment.

Purpose and Objectives:

The primary purpose of the Fund is to generate consistent and attractive returns for its investors by leveraging expertise in the e-commerce sector, specifically focusing on Amazon FBA. Through a well-defined inventory management and sourcing strategy, the Fund aims to maintain a portfolio of high-demand, high-margin products that can be sold on Amazon's platform.

Asset Management:

The "Assets" referred to are the products that the Fund sources for the purpose of selling through Amazon FBA. This may include a variety of items across different categories, ranging from consumer electronics to home goods, clothing, and more. The Fund uses a data-driven approach to identify products with high sales potential, low competition, and favorable profit margins.

Membership Interest Units:

The Operating Agreement for the company provides for issuance of units of membership designated as follows:

- Class A: Are Voting Units and are Issued solely to NB Tech Acquisitions Corp.
- Class B: Are Non-Voting Units, which are being offered under the terms of this Memorandum, The Class B units shall receive quarterly distributions up to the target return of 18% per annum.

Fund and Company Management:

The Manager (NB Tech Acquisitions Corp) has the responsibility for management and administration of the Company. However, the Manager will hire industry experts to source, purchase, ship, process, market, analyze and service the inventory owned within the fund.

Source:

Deploy USD \$5,000,000. To source, investigate, evaluate, process, acquire, securitize, purchase, present, bill/collecourse, purchase, ship, process, market, analyze and service and administer the profits resulting from the acquisition of inventory with an initial value face value of USD \$16,800,000 in retail revenue

Marketing:

A combination of on-platform and off-platform strategies to increase visibility, drive traffic, and boost sales.

18% Fixed Preferred Annualized Profit Distribution:

Manage the assets in a way that yields substantial profits on a quarterly and annual basis, as well as over the entire portfolio's lifespan. These earnings should be sufficient to provide an 18% fixed



annual rate of return to the investors who hold membership units, while also generating additional revenue beyond the cost of capital.

Asset Appreciation:

Leveraging profits that exceed the predetermined 18% fixed annual rate of return, which is disbursed to investor members at a quarterly rate of 4.50%, the Fund aims to continually expand and enrich the value of the asset pools, as detailed in the proforma. An additional 50% bonus on capital will be returned on a best effort basis to the Investor should his total investment remain with NBTA ECOM FUND 1, LLC for a consecutive total of 5 years. Additionally, by strategically increasing the inventory levels, the Fund effectively lowers the risk profile for investors. (see proforma).

Cash Flow:

Provide processing, working capital, inventory source management.

INVESTMENT STRATEGIES

The principal investment objective of the Fund is to achieve long-term capital appreciation with an emphasis on capital preservation, irrespective of market direction. Under the purchase agreement, the Fund will acquire assets in accordance with NB Tech Acquisitions Corp.'s underwriting criteria. Our performance will be primarily driven by NBTA ECOM FUND 1, LLC's ability to source assets.

The global financial crisis that began in 2008 illustrated that investment classes were far more correlated than most investors had otherwise suspected. Many asset classes fell together, regardless of size, sector or geographic location.

Emerging and Developed markets alike experienced large swings and declines as did commodity and non-treasury bonds. The public equity markets turmoil beginning in early 2020 and continuing today suggest risks of broad market downturns continue to be a risk for investors.

There is, however, a group of assets that are largely unaffected by such broader market volatility. That is in the area of Inventory for Amazon FBA.

Before the fund will invest in Inventory for Amazon FBA, the Fund will perform specific verifications and diligence divided into five specific areas:

Market Research:

- Identify a Niche: Research market trends to find profitable and underserved niches.
- Competitive Analysis: Study your potential competitors, including their product range, pricing, and reviews.
- Target Audience: Identify your ideal customers and their preferences.

Product Research:

- Profit Margin: Calculate the expected profit margins, taking into account Amazon's fees, cost of goods, and other expenses.
- Sales Rank: Consider the Amazon Best Sellers Rank (BSR) as a rough measure of how well a product sells.



- Seasonality: Understand the sales cycle of the product. Is it a seasonal item or evergreen?

Vendor and Product Selection:

- Quality Check: If possible, order sample products to personally check the quality.
- Supplier Verification: Check the reputation of the supplier or manufacturer.
- MOQ (Minimum Order Quantity): Ensure that you can meet the MOQ set by suppliers and that it aligns with your budget.
- Negotiate: Discuss terms, shipping costs, payment conditions, and lead times.

Logistical Considerations:

- Shipping: Decide between air or sea shipping, each with its own costs and timelines.
- Storage: Make sure you understand the FBA storage fees and requirements.
- Fulfillment: Understand Amazon's packaging and labeling requirements.

Risk Assessment:

- Legal Requirements: Ensure the product complies with relevant safety and legal regulations.
- IP Rights: Make sure you're not infringing on any patents, trademarks, or copyrights.
- Return Policy: Understand Amazon's return policy and calculate potential costs associated with returns.

The Inventory Funding Model

NBTA ECOM FUND 1, LLC, will work alongside industry experts on a best effort basis to source the inventory that fulfills our business model.

NBTA ECOM FUND 1, LLC will conduct due diligence and if its criteria are met, will then proceed to acquiring assets.

NBTA ECOM FUND 1, LLC seeks to acquire assets at a discount to their face value using capital from the fund.

Gross revenue from assets will be used to make quarterly distributions to investing members at a rate of 18% per annum.

Our purchase arrangement with the seller will be uncorrelated to the broader markets.

Inventory Sourcing Process

The following roughly summarizes the processes involved in sourcing direct inventory account receivable asset acquisitions and the path of the Fund's capital.

Step 1: Market Research and Product Identification

- Use Amazon's Best Sellers List: This list can give you an idea of what products are in high demand.
- Analyze Market Trends: Use tools like Google Trends or industry reports.
- Competitive Analysis: Look at reviews, ratings, and the number of sellers for similar products.



- Profit Margin Analysis: Make sure the products you choose will provide a good ROI.

Step 2: Determine the Sourcing Method

- Retail Arbitrage: Buying products from retail stores and selling them on Amazon.
- Wholesale: Buying in bulk directly from manufacturers or suppliers.
- Private Label: Creating your own brand and manufacturing products.
- Dropshipping: Selling products that are fulfilled directly by the supplier.

Step 3: Finding Suppliers

- Local Suppliers: Search for suppliers or manufacturers near you.
- International Suppliers: Websites like Alibaba or Global Sources can help you find overseas suppliers.
- Trade Shows: Attending industry-specific trade shows.
- Network: Use LinkedIn or industry forums to find potential suppliers.

Step 4: Communicate with Suppliers

- Initial Contact: Send a formal email or make a phone call.
- Request Samples: Always request samples to inspect the quality.
- Negotiate Terms: Discuss pricing, payment terms, and shipping.

Step 5: Cost Analysis

- Product Costs: The cost of the goods themselves.
- Shipping Costs: How much it will cost to get the products to Amazon's fulfillment centers.
- Amazon Fees: Account for Amazon's cut, including FBA fees.
- Additional Costs: Packaging, taxes, and other potential costs.

Step 6: Placing the Order

- Due Diligence: Make sure the supplier is reputable.
- Contracts and Payment: Secure a contract and make the initial payment.
- Shipping and Customs: Coordinate with shipping services and handle any necessary customs paperwork.

Step 7: Receiving and Inspection

- Quality Check: Inspect the products as soon as they arrive.
- Inventory Management: Make sure to track all units.
- Send to Amazon: Prepare the products as per Amazon's guidelines and send them to the designated fulfillment centers.

DIRECTORY

Registered Office: NBTA ECOM FUND 1, LLC 120 Newport Center Dr, Ste 40 Newport Beach, CA, 92660	Banking: Wells Fargo 5 Corporate Plaza Dr Newport Beach, CA 92660
Fund Manager: NB Tech Acquisitions Corp 120 Newport Center Dr Newport Beach, CA, 92660	Purchasing Agent: 041 LLC 120 Newport Center Dr Newport Beach, CA, 92660
Sponsor / Compliance: NB Tech Acquisitions Corp 120 Newport Center Dr Newport Beach, CA, 92660	Operations: 041 LLC 120 Newport Center Dr Newport Beach, CA, 92660
Director, Co-founder, Chief Executive Officer: Eric Liboiron 120 Newport Center Dr Newport Beach, CA, 92660	Director, Co-founder, Managing Member and Operating Officer: Savanna Spieckerman 30 N Gould St, Ste N Sheridan, WY 82801
Corporate Counsel: Mangum & Associates 4778 North 300 West, Ste 200 Provo, UT 84604	Taxes: Fortuity Inc 4312 Woodman Ave., Ste 301 Sherman Oaks, CA 91423
Transfer Agent: Colonial Stock Transfer 7840 S, 700 E Sandy, UT 84070	Investment Management Platform: Colonial Stock Transfer 7840 S, 700 E Sandy, UT 84070

HOW TO SUBSCRIBE

If subscribing by mail:

Fill out the Subscription Documents, Investor Questionnaire to completion and send the signed and completed documents to the following address:

NBTA ECOM FUND 1, LLC
120 Newport Center Drive
Suite 40
Newport Beach, CA, 92660

If subscribing electronically:

If you wish to subscribe electronically, please let your account representative know. We will need your email address, vesting name and full address. We will create an Investor Portal for you where you will be able to digitally fill in your Subscription Documents and Investor Questionnaire. Once you have electronically signed, the Fund Manager will countersign once funds are received.

Your subscription documents, investor questionnaire, capital contribution confirmation and all other related documents for your subscription will reside at our investor portal which grants you 24/7 access to information regarding your account.

For banking information:

Please contact our Investor Relations manager for specific banking details that may be required for payment by check or wire.



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INTRODUCTION

NB Tech Acquisitions:

A California-based private holding company that stands as a testament to what can be achieved when vision, expertise, and capital converge. Situated in Newport Beach, the heart of Southern California's burgeoning tech scene, we are far more than a holding company; we are a game-changing tech incubator on a singular mission to fund and foster the development of impactful technology for the future. What sets us apart is our holistic approach to tech development. We are intimately involved in every phase, from the initial stages of identification and acquisition, through the intense R&D process, all the way to commercialization and scaling. This unique, end-to-end engagement allows us to add layers of value at each stage, effectively turning intellectual properties into long-term, cash-flow generating assets.

For purposes of this offering, NB Tech Acquisitions consists of the following operational entities:

- **NBTA ECOM FUND 1 LLC**

Newport Beach Tech Acquisitions Ecommerce Fund 1 is a Wyoming Limited Liability Company with an office in California and operations in Arizona and Wyoming, formed specifically to formulate investor capital and purchase inventory for resale on Amazon FBA platform using that capital. This fund is separate from previous and future funds as well as all other technological and financial operations within the NBTA Group of Companies. NBTA ECOM FUND 1, LLC has its own separate and unique set of financials (Balance and Income Sheets) Articles of Incorporation, EIN, Operating Agreement, Banking, Tax Filings, Quarterly and Annual Reports and Assets.

- **NB Tech Acquisitions Corp**

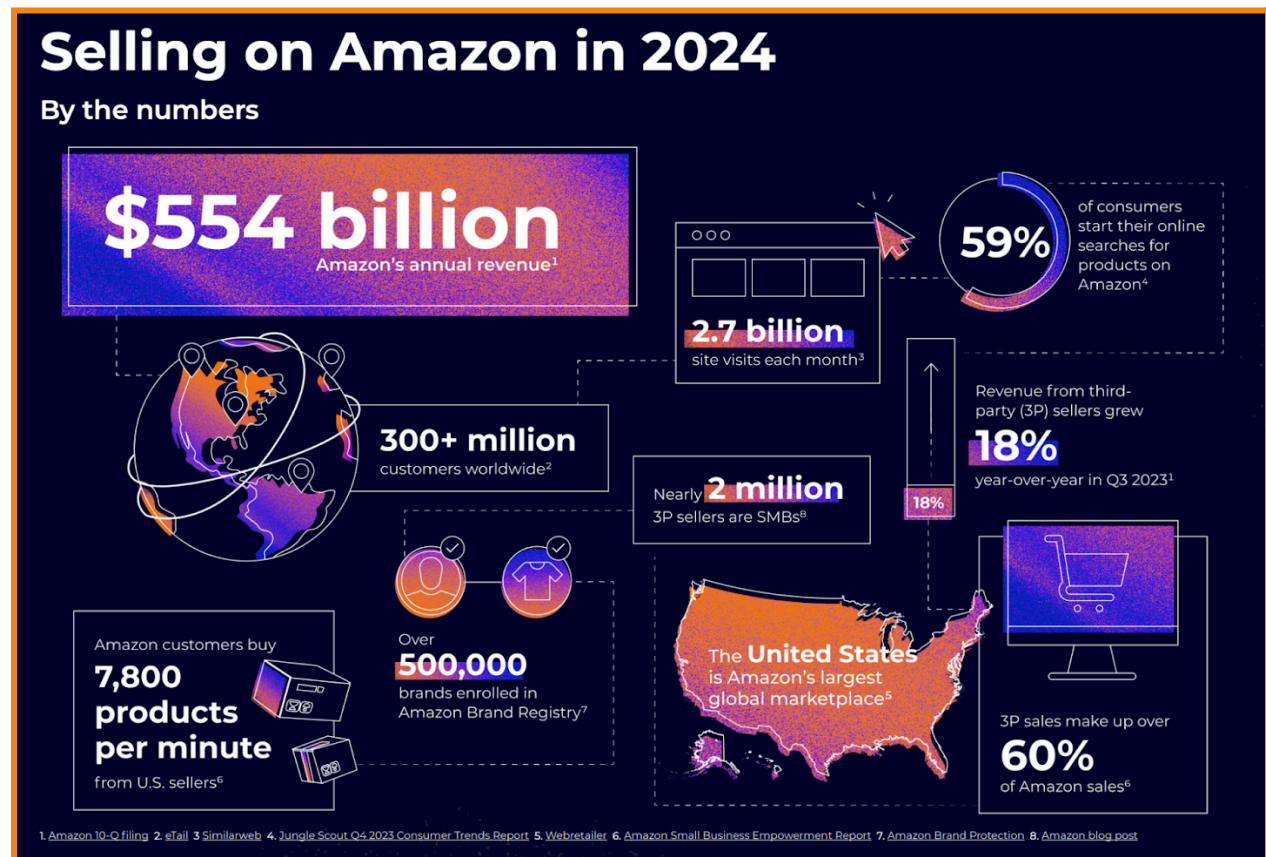
Sponsor and Manager of NBTA ECOM FUND 1, LLC.

- **Industry Expert**

Vendor to NBTA ECOM FUND 1, LLC.



The State of the Industry:



Source: Jungle Scout "The State of The Amazon Seller 2024"

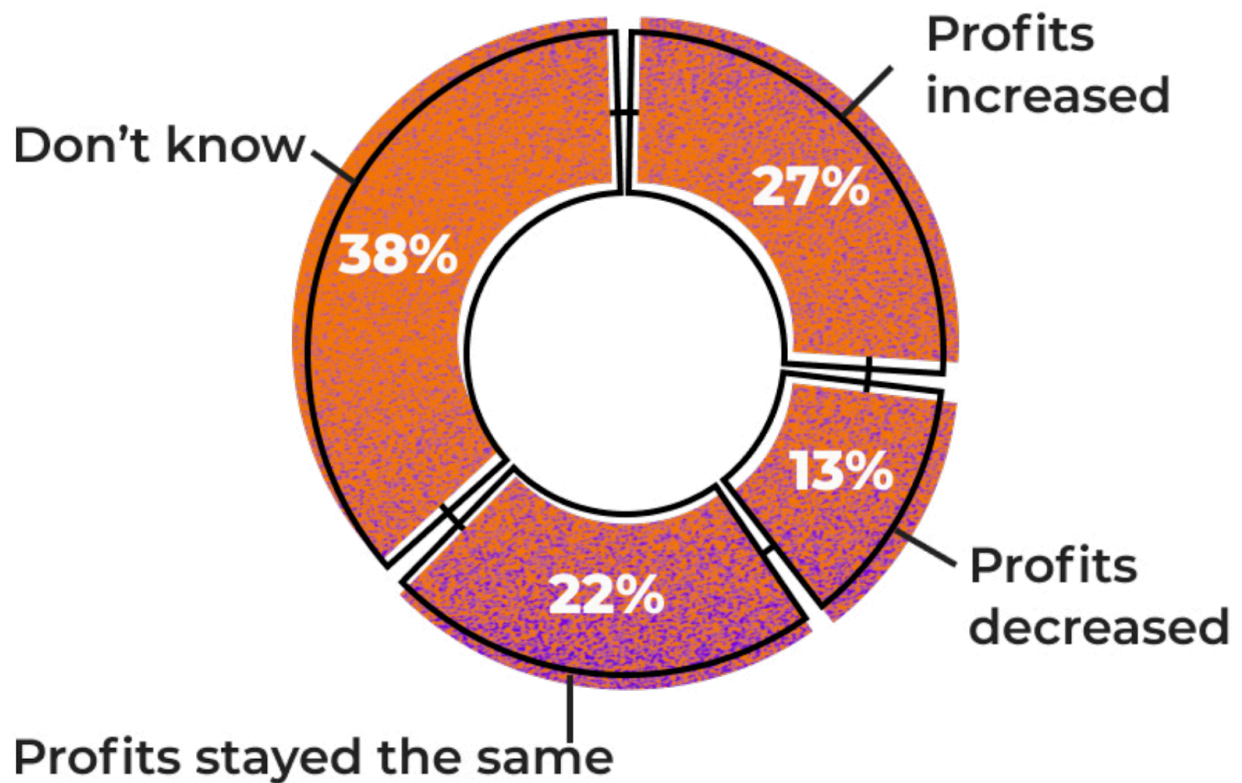
What's Next:

Top Amazon product categories for all Amazon sellers, brands, and businesses

Category	2024	2023	YoY change
1. Home & Kitchen	35%	33%	↑ 6%
2. Beauty & Personal Care	26%	25%	↑ 4%
3. Clothing, Shoes & Jewelry	20%	20%	0%
4. Toys & Games	18%	16%	↑ 13%
5. Health, Household & Baby Care	17%	17%	0%
6. Baby	16%	15%	↑ 7%
7. Electronics	16%	17%	↓ 6%
8. Sports & Outdoors	16%	16%	0%
9. Arts, Crafts & Sewing	14%	15%	↓ 7%
10. Books	14%	12%	↑ 17%
11. Grocery & Gourmet Food	13%	13%	0%
12. Office Products	13%	13%	0%
13. Pet Supplies	13%	12%	↑ 8%
14. Tools & Home Improvement	13%	12%	↑ 8%
15. Appliances	12%	12%	0%
16. Garden & Outdoor	11%	11%	0%
17. Cell Phone & Accessories	10%	10%	0%
18. Apps & Games	8%	8%	0%
19. Automotive Parts & Accessories	8%	10%	↓ 20%
20. Computers	6%	7%	↓ 14%
21. Handmade	6%	6%	0%
22. Collectibles & Fine Art	5%	5%	0%
23. Industrial & Scientific	5%	5%	0%
24. CDs & Vinyl	4%	4%	0%
25. Luggage & Travel Gear	4%	3%	↑ 33%
26. Video Games	4%	4%	0%
27. Other	3%	3%	0%

Source: Jungle Scout "The State of The Amazon Seller 2024"

Amazon Sellers & SMBs



Source: Jungle Scout "The State of The Amazon Seller 2024"

LEGAL, FINANCIAL AND REGULATORY

Legal Compliance:

NB Tech Acquisitions Corp. is committed to adhering to all applicable laws, regulations, and industry best practices to ensure the utmost integrity of our e-commerce fund. Our rigorous compliance framework ensures transparent governance, risk management, and ethical operations at all levels of fund management.

Financial Compliance:

Provide to the investors internally prepared quarterly financials for each. All reports and filings will be archived within the Investor portal along with all other communications, reports, tax filings and distributions.

Regulatory Compliance:

NB Tech Acquisitions Corp. places the highest importance on meeting all relevant local, state, and federal regulatory requirements. We have implemented comprehensive compliance protocols to ensure that our business activities are conducted transparently, ethically, and in full adherence to the law.

INVESTOR RELATIONS

NB Tech Acquisitions has an online Investor Portal hosted at a SOC 2 certified facility. It uses TLS/SSL & AES 256-bit encryption and two factor authentication for Compliance, high security & privacy. The portal offers easy investor access and comfort, facilitating secure access to investment documents, tax forms, legal agreements, quarterly reports, notices, statements, history of investor transactions, and investment performance through charts and metrics.

MANAGEMENT TEAM

For an in-depth discussion relative to these affiliated companies, products, services, and capabilities, please refer to the operational network chart:

- O41 LLC- Vendor (Investor Relations)
- ZERO404 INC - Vendor (Technology Administration)
- NB Tech Acquisitions Corp. - General Partner (Sponsor) and responsible for the appointment and management of asset procurement, processing, analytics, packaging, and servicing industry experts

Savanna Spieckerman

Director, Co-founder, Managing Member and Operating Officer

Strong Project Manager and Data Analyst with a demonstrated history of working in the multifamily housing industry. Skilled in Tableau, Smartsheets, G Suite, Microsoft Office, Analytics, and Communication. Experienced professional with a Bachelor of Science degree focused on Data



Analytics from Liberty University and a Project Management Certification through the University of California Irvine.

Eric Liboiron

Director, Co-founder, Chief Executive Officer

Eric Liboiron has a strong entrepreneurial and administrative background. His entrepreneurial skills have led him to lay the foundations of successful startups, build multiple homes and travel the world. Eric has been serving different organizations around the world for the past two decades. In different positions, he was able to assist them to improve their business structures. While working for the above mentioned organizations, Eric Liboiron has gained deep experiences. This helps to organize a variety of business models. The understanding from a layman's perspective is his strength. This allows him to simplify tasks and operations as a whole.

New Accounts Development Team

NB Tech Acquisitions has an in-house direct marketing team who supervise the out of office representatives. The out of office representative teams are composed of fee based direct marketers in specific states who call on distributors for purposes of sourcing deep discount inventory sourcing opportunities

NB Tech Acquisitions Corp

The business and operations of the Company is managed by its managing member, NB Tech Acquisitions Corp, a Nevada corporation (the "Manager"). The Manager has designated its Chief Operating Officer and member, Eric Liboiron. Eric Liboiron has

Class A Membership Units:

NB Tech Acquisitions Corp owns 100 Class A Units of the Company, which represent 100% of the outstanding Units before the Offering and will represent 100% of the voting power of the Company after the Offering.

Class B Membership Units:

The Class B Units have no voting rights.

The Manager shall be elected by those Members holding a majority of the Class A Units, which are currently all held by the Manager. Except as otherwise specifically provided in the Operating Agreement, no Member, other than the Manager, shall have any voice in, or take any part in, the management of our business, nor any authority or power to act on our behalf in any manner whatsoever. The Manager shall remain so until its liquidation or resignation, or until replaced by vote of the Class A Members. In the event of the resignation or liquidation of a Manager, a new Manager shall be selected by vote of the Class A Members in their sole discretion. All acts of a Manager within the scope of the Manager's authority shall bind the Company. The Manager shall make all management decisions. Generally, the Manager shall have the right, power and authority on our behalf, and in our name, to exercise all of the rights, power and authority which may be possessed by Manager pursuant to the Nevada Limited-Liability Company Act, (the "Act")



together with those powers provided for in the Company's Operating Agreement, including, but not limited to, the borrowing of funds and the pledging of the Company's assets to secure its debts.

FIDUCIARY RESPONSIBILITIES OF THE MANAGER

Under Nevada law, the fiduciary duties of a Manager to a limited liability company and to its Members are those of a partner to a partnership and to the partners of a partnership. Accordingly, a Manager is accountable to a limited liability company as a fiduciary, which means that a Manager is required to exercise good faith and integrity with respect to company affairs. This fiduciary duty is in addition to those other duties and obligations of, and limitations of the Manager as set forth in our Operating Agreement. Our Operating Agreement also provides that our Manager shall have no liability for losses resulting from errors in judgment or other acts or omissions, unless they are guilty of intentional misconduct, fraud or a knowing violation of the law. Our Operating Agreement also provides that we will indemnify our Manager against liability and related expenses incurred in dealing with members, third parties, or us so long as no intentional misconduct, fraud or knowing violation of the law on the part of our Manager is involved. Therefore, investors may have a more limited right of action than they would have absent these provisions in our Operating Agreement. A successful indemnification of our Manager or any litigation that may arise in connection with our Manager's indemnification could deplete our assets. Investors who believe that a breach of our Manager's fiduciary duty has occurred should consult with their own counsel.

TRANSACTION TEAM

Investor: The provider of capital

NBTA Corp: Investment sponsor and Fund Manager

NBTA Corp: Class A Member

Hired Industry Expert(s): Sourcing, underwriting and auditing of all Inventory

NBTA Corp: Conduit Portfolio Administrator/Conduit Functionality Auditors

Wells Fargo: The bank and cash management agent

DIP: Direct Inventory Provider Seller of Inventory

Darin Mangum: Corporate Counsel

INVESTMENT MANAGEMENT

Transactional Risk

Rigorous vetting divided into three areas of concern:

- Direct Inventory Provider
- Transportation
- Platform



Operational Risk

- Disciplined scalability
- Equal to or Less Than 30% Purchase to Face Value of inventory
- Transportation delays
- Platform changes

Liquidity Risk

- 60-month program with 12-month exit option after 105 day prior notice. • Asset securitization with a 3-to-1 ratio (which may vary at the Manager's discretion) generally provides flexibility in the secondary market for such assets.

Exit Strategy

- Cash flow fixed at 18% annually/quarterly disbursed.
- 60-month term.
- Exit option every 12-months
- Reinvestment option
- Equal distribution of cash reserves after a full 60-month term

FINANCIALS

While it's important to remember that "Past performance is not indicative of future result", NBTA uses real time data and historical performance to forecast the performance of our fund.

Forecasting exactly how much profit selected inventory will generate is based on deep analytics of current Amazon FBA vendors through the use of SAAS platforms.

Although there will be peaks and valleys each quarter based on the velocity of payments received and some quarters perform better than others, our program offers the investor a 18% annual fixed rate of return.

This return is not guaranteed and is subject to the actual collections received each calendar quarter of sales from inventory purchased by the Company.



CASH FLOW MODEL

Quarter	1	2	3	4
1 Capital Funded	\$ 1,250,000.00	\$ 1,250,000.00	\$ 1,250,000.00	\$ 1,250,000.00
2 Inventory Sourcing	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
3 Launch Advertising	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
4 Process Auditing	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
5 Net Inventory Allocation	\$ 875,000.00	\$ 875,000.00	\$ 875,000.00	\$ 875,000.00
6 Yearly Revenue Acquired (4 turns)	\$ 4,200,000.00	\$ 4,200,000.00	\$ 4,200,000.00	\$ 4,200,000.00
7 Cumulative Inventory Allocation	\$ 875,000.00	\$ 1,750,000.00	\$ 2,625,000.00	\$ 3,500,000.00
8 Cumulative Revenue Acquired	\$ 4,200,000.00	\$ 8,400,000.00	\$ 12,600,000.00	\$ 16,800,000.00
9 Cumulative Capital Funded	\$ 1,250,000.00	\$ 2,500,000.00	\$ 3,750,000.00	\$ 5,000,000.00
Total Inventory	\$ 875,000.00	\$ 1,795,375.00	\$ 2,821,186.50	\$ 3,933,166.17
10 Sales (4 turns x 20%)	\$ 1,050,000.00	\$ 2,154,450.00	\$ 3,385,423.80	\$ 4,719,799.40
11 Opex	\$ 26,250.00	\$ 53,861.25	\$ 84,635.60	\$ 117,994.98
12 Net Profit/Loss	\$ 183,750.00	\$ 377,028.75	\$ 592,449.17	\$ 825,964.89
13 Cost of Capital	\$ 56,250.00	\$ 112,500.00	\$ 168,750.00	\$ 225,000.00
14 Management Fees	\$ 36,750.00	\$ 75,405.75	\$ 118,489.83	\$ 165,192.98
15 Excess Cash	\$ 90,750.00	\$ 301,623.00	\$ 473,959.33	\$ 660,771.92
16 Reserve Fund	\$ 45,375.00	\$ 150,811.50	\$ 236,979.67	\$ 330,385.96
17 Inventory Refill	\$ 45,375.00	\$ 150,811.50	\$ 236,979.67	\$ 330,385.96
18 Accumulated Cash Reserve	\$ 45,375.00	\$ 196,186.50	\$ 433,166.17	\$ 763,552.12
19 Accumulated Inv Refill	\$ 45,375.00	\$ 196,186.50	\$ 433,166.17	\$ 763,552.12
20 Capital Refund				
21 Cash Reserve Distribution				

Quarter	5	6	7	8
1 Capital Funded				
2 Inventory Sourcing				
3 Launch Advertising				
4 Process Auditing				
5 Net Inventory Allocation				
6 Yearly Revenue Acquired (4 turns)				
7 Cumulative Inventory Allocation	\$ 3,500,000.00	\$ 3,500,000.00	\$ 3,500,000.00	\$ 3,500,000.00
8 Cumulative Revenue Acquired	\$ 16,800,000.00	\$ 16,800,000.00	\$ 16,800,000.00	\$ 16,800,000.00
9 Cumulative Capital Funded	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
Total Inventory	\$ 4,263,552.12	\$ 4,508,552.12	\$ 4,887,270.50	\$ 5,297,801.22
10 Sales (4 turns x 20%)	\$ 3,500,000.00	\$ 5,410,262.55	\$ 5,864,724.60	\$ 6,357,361.47
11 Opex	\$ 87,500.00	\$ 135,256.56	\$ 146,618.12	\$ 158,934.04
12 Net Profit/Loss	\$ 612,500.00	\$ 946,795.95	\$ 1,026,326.81	\$ 1,112,538.26
13 Cost of Capital	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00
14 Management Fees	\$ 122,500.00	\$ 189,359.19	\$ 205,265.36	\$ 222,507.65
15 Excess Cash	\$ 490,000.00	\$ 757,436.76	\$ 821,061.44	\$ 890,030.61
16 Reserve Fund	\$ 245,000.00	\$ 378,718.38	\$ 410,530.72	\$ 445,015.30
17 Inventory Refill	\$ 245,000.00	\$ 378,718.38	\$ 410,530.72	\$ 445,015.30
18 Accumulated Cash Reserve	\$ 1,008,552.12	\$ 1,387,270.50	\$ 1,797,801.22	\$ 2,242,816.53
19 Accumulated Inv Refill	\$ 1,008,552.12	\$ 1,387,270.50	\$ 1,797,801.22	\$ 2,242,816.53
20 Capital Refund				
21 Cash Reserve Distribution				

Quarter	9	10	11	12
1 Capital Funded				
2 Inventory Sourcing				
3 Launch Advertising				
4 Process Auditing				
5 Net Inventory Allocation				
6 Yearly Revenue Acquired (4 turn:				
7 Cumulative Inventory Allocation	\$ 3,500,000.00	\$ 3,500,000.00	\$ 3,500,000.00	\$ 3,500,000.00
8 Cumulative Revenue Acquired	\$ 16,800,000.00	\$ 16,800,000.00	\$ 16,800,000.00	\$ 16,800,000.00
9 Cumulative Capital Funded	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
Total Inventory	\$ 5,742,816.53	\$ 6,225,213.12	\$ 6,748,131.02	\$ 7,314,974.02
10 Sales (4 turns x 20%)	\$ 6,891,379.83	\$ 7,470,255.74	\$ 8,097,757.22	\$ 8,777,968.83
11 Opex	\$ 172,284.50	\$ 186,756.39	\$ 202,443.93	\$ 219,449.22
12 Net Profit/Loss	\$ 1,205,991.47	\$ 1,307,294.75	\$ 1,417,107.51	\$ 1,536,144.54
13 Cost of Capital	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00
14 Management Fees	\$ 241,198.29	\$ 261,458.95	\$ 283,421.50	\$ 307,228.91
15 Excess Cash	\$ 964,793.18	\$ 1,045,835.80	\$ 1,133,686.01	\$ 1,228,915.64
16 Reserve Fund	\$ 482,396.59	\$ 522,917.90	\$ 566,843.01	\$ 614,457.82
17 Inventory Refill	\$ 482,396.59	\$ 522,917.90	\$ 566,843.01	\$ 614,457.82
18 Accumulated Cash Reserve	\$ 2,725,213.12	\$ 3,248,131.02	\$ 3,814,974.02	\$ 4,429,431.84
19 Accumulated Inv Refill	\$ 2,725,213.12	\$ 3,248,131.02	\$ 3,814,974.02	\$ 4,429,431.84
20 Capital Refund				
21 Cash Reserve Distribution				

Quarter	13	14	15	16
1 Capital Funded				
2 Inventory Sourcing				
3 Launch Advertising				
4 Process Auditing				
5 Net Inventory Allocation				
6 Yearly Revenue Acquired (4 turns)				
7 Cumulative Inventory Allocation	\$ 3,500,000.00	\$ 3,500,000.00	\$ 3,500,000.00	\$ 3,500,000.00
8 Cumulative Revenue Acquired	\$ 16,800,000.00	\$ 16,800,000.00	\$ 16,800,000.00	\$ 16,800,000.00
9 Cumulative Capital Funded	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
Total Inventory	\$ 7,929,431.84	\$ 8,595,504.12	\$ 9,317,526.46	\$ 10,100,198.68
10 Sales (4 turns x 20%)	\$ 9,515,318.21	\$ 10,314,604.94	\$ 11,181,031.75	\$ 12,120,238.42
11 Opex	\$ 237,882.96	\$ 257,865.12	\$ 279,525.79	\$ 303,005.96
12 Net Profit/Loss	\$ 1,665,180.69	\$ 1,805,055.86	\$ 1,956,680.56	\$ 2,121,041.72
13 Cost of Capital	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00
14 Management Fees	\$ 333,036.14	\$ 361,011.17	\$ 391,336.11	\$ 424,208.34
15 Excess Cash	\$ 1,332,144.55	\$ 1,444,044.69	\$ 1,565,344.45	\$ 1,696,833.38
16 Reserve Fund	\$ 666,072.27	\$ 722,022.35	\$ 782,672.22	\$ 848,416.69
17 Inventory Refill	\$ 666,072.27	\$ 722,022.35	\$ 782,672.22	\$ 848,416.69
18 Accumulated Cash Reserve	\$ 5,095,504.12	\$ 5,817,526.46	\$ 6,600,198.68	\$ 7,448,615.37
19 Accumulated Inv Refill	\$ 5,095,504.12	\$ 5,817,526.46	\$ 6,600,198.68	\$ 7,448,615.37
20 Capital Refund				
21 Cash Reserve Distribution				

Quarter	17	18	19	20
1 Capital Funded				
2 Inventory Sourcing				
3 Launch Advertising				
4 Process Auditing				
5 Net Inventory Allocation				
6 Yearly Revenue Acquired (4 turn:				
7 Cumulative Inventory Allocation	\$ 3,500,000.00	\$ 3,500,000.00	\$ 3,500,000.00	\$ 3,500,000.00
8 Cumulative Revenue Acquired	\$ 16,800,000.00	\$ 16,800,000.00	\$ 16,800,000.00	\$ 16,800,000.00
9 Cumulative Capital Funded	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
Total Inventory	\$ 10,948,615.37	\$ 11,868,299.06	\$ 12,865,236.19	\$ 13,945,916.03
10 Sales (4 turns x 20%)	\$ 13,138,338.45	\$ 14,241,958.88	\$ 15,438,283.42	\$ 16,735,099.23
11 Opex	\$ 328,458.46	\$ 356,048.97	\$ 385,957.09	\$ 418,377.48
12 Net Profit/Loss	\$ 2,299,209.23	\$ 2,492,342.80	\$ 2,701,699.60	\$ 2,928,642.37
13 Cost of Capital	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00
14 Management Fees	\$ 459,841.85	\$ 498,468.56	\$ 540,339.92	\$ 585,728.47
15 Excess Cash	\$ 1,839,367.38	\$ 1,993,874.24	\$ 2,161,359.68	\$ 2,342,913.89
16 Reserve Fund	\$ 919,683.69	\$ 996,937.12	\$ 1,080,679.84	\$ 1,171,456.95
17 Inventory Refill	\$ 919,683.69	\$ 996,937.12	\$ 1,080,679.84	\$ 1,171,456.95
18 Accumulated Cash Reserve	\$ 8,368,299.06	\$ 9,365,236.19	\$ 10,445,916.03	\$ 11,617,372.97
19 Accumulated Inv Refill	\$ 8,368,299.06	\$ 9,365,236.19	\$ 10,445,916.03	\$ 11,617,372.97
20 Capital Refund				
21 Cash Reserve Distribution				

Quarter	21	22	23	24
1 Capital Funded				
2 Inventory Sourcing				
3 Launch Advertising				
4 Process Auditing				
5 Net Inventory Allocation				
6 Yearly Revenue Acquired (4 turn:				
7 Cumulative Inventory Allocation	\$ 3,500,000.00	\$ 3,500,000.00	\$ 3,500,000.00	\$ 3,500,000.00
8 Cumulative Revenue Acquired	\$ 16,800,000.00	\$ 16,800,000.00	\$ 16,800,000.00	\$ 16,800,000.00
9 Cumulative Capital Funded	\$ 3,750,000.00	\$ 2,500,000.00	\$ 1,250,000.00	\$ -
Total Inventory	\$ 15,117,372.97	\$ 16,387,232.30	\$ 17,763,759.81	\$ 19,255,915.64
10 Sales (4 turns x 20%)	\$ 18,140,847.57	\$ 19,664,678.76	\$ 21,316,511.78	\$ 23,107,098.77
11 Opex	\$ 453,521.19	\$ 491,616.97	\$ 532,912.79	\$ 577,677.47
12 Net Profit/Loss	\$ 3,174,648.32	\$ 3,441,318.78	\$ 3,730,389.56	\$ 4,043,742.28
13 Cost of Capital	\$ 168,750.00	\$ 112,500.00	\$ 56,250.00	\$ -
14 Management Fees	\$ 634,929.66	\$ 688,263.76	\$ 746,077.91	\$ 808,748.46
15 Excess Cash	\$ 2,539,718.66	\$ 2,753,055.03	\$ 2,984,311.65	\$ 3,234,993.83
16 Reserve Fund	\$ 1,269,859.33	\$ 1,376,527.51	\$ 1,492,155.82	\$ 1,617,496.91
17 Inventory Refill	\$ 1,269,859.33	\$ 1,376,527.51	\$ 1,492,155.82	\$ 1,617,496.91
18 Accumulated Cash Reserve	\$ 11,012,232.30	\$ 10,513,759.81	\$ 10,130,915.64	\$ 9,873,412.55
19 Accumulated Inv Refill	\$ 12,887,232.30	\$ 14,263,759.81	\$ 15,755,915.64	\$ 17,373,412.55
20 Capital Refund	\$ 1,250,000.00	\$ 1,250,000.00	\$ 1,250,000.00	\$ 1,250,000.00
21 Cash Reserve Distribution	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00	\$ 625,000.00

INVESTMENT DETAILS

Terms of the Offering:

We are offering on a best-efforts basis up to 100 Units at a price per Unit of \$50,000 for a total offering amount of \$5,000,000. The Manager may, at its sole discretion, elect to sell fractional units of ownership in the company. The Manager may, at its sole discretion, accept additional investments in excess of the initial offering maximum amount referenced in the offering memorandum. Such additional investments shall be subject to the terms and conditions outlined in the Operating Agreement, and the Manager shall have the right to amend the offering memorandum as necessary to reflect the acceptance of additional investments.

No minimum amount of capital must be raised in this Offering before we can access the proceeds. The Offering will commence as of the date of this Memorandum and will terminate upon the earlier of: (a) the sale of all the Units, or (b) the termination date which shall be twenty-four (24)-months from the date of this Memorandum (the "Termination Date"), unless otherwise extended in the sole discretion of the Manager. The funds will be returned to Investors whose subscriptions are not accepted by the Termination Date (or extended Termination Date, without interest or deduction).

Prospective Investors should consult their own tax and legal counsel regarding the suitability of an investment. Each Investor will be required to represent that the Units are being acquired for investment only and not with a view toward the resale or distribution thereof and will not be re-sold or distributed in violation of the Securities Act or any other applicable securities law. No transfer of any Units by an Investor will be effective unless adequate assurance is received by us that no violation of the Securities Act or any other applicable securities law will occur by reason of such transfer. The investment will be illiquid and is suitable only for persons of adequate financial means who have no need for liquidity with respect to the investment and who are able to bear the economic risk of complete loss of the investment. Any proposed transferee of Units from an Investor hereunder will be required to provide us with written representations like those required of Investors hereunder.

The suitability standards herein represent minimum suitability requirements for a prospective Investor and the satisfaction of such standards by a prospective Investor does not necessarily mean that the purchase of Securities is a suitable investment for him. We reserve the right to refuse a subscription if, in our discretion, we believe that the prospective Investor does not meet the suitability requirements or that the purchase of Securities is otherwise an unsuitable investment for the prospective Investor. We have the absolute right, in our sole discretion, to accept or refuse any subscription. We will rely on the accuracy of each prospective Investor's representations as set forth in the documents to be executed by a prospective Investor in connection with his purchase of Securities. We may require additional evidence that a prospective Investor meets the standards set forth above at any time prior to acceptance of a prospective



Investor's subscription. A prospective Investor is not obligated to supply any information so requested by us, but we may reject a subscription from any prospective Investor who fails to supply any information so requested.

Subject to independent verification pursuant to applicable law, we will rely on the accuracy of each prospective Investor's representations as set forth in the documents to be executed by a prospective Investor in connection with his purchase of Securities. We may require additional evidence that a prospective Investor meets the standards set forth above at any time prior to acceptance of a prospective Investor's subscription. A prospective Investor is not obligated to supply any information so requested by us, but we may reject a subscription from any prospective Investor who fails to supply any information so requested.

If our belief as to the suitability of a prospective Investor is incorrect in any instance, then the delivery of this Memorandum shall not be deemed to be an offer to that person to invest in us and such prospective Investor shall, after notice from us, immediately return this Memorandum to us.

Subscribing to the Offering:

Investors who wish to purchase Units must complete and execute our Subscription Agreement (under which the Investor will agree to be bound by the terms of the Operating Agreement) and return the same, along with the payment for the Units, as directed in the Subscription Agreement. By executing a Subscription Agreement, a subscriber unconditionally and irrevocably agrees to purchase the Units shown thereon on a "when issued basis." Accordingly, upon executing a Subscription Agreement, the subscriber is not yet an owner of our Units. Units will be deemed issued when the Subscription Agreement is accepted by the Company and the prospective Investor is admitted to the Company as a Member. Subscription Agreements are non-cancelable and irrevocable, and the subscription funds are non-refundable for any reason, except with our consent or pursuant to any legal right of rescission. After having subscribed for the minimum investment amount, you may at any time, and from time to time, subscribe to invest additional amounts so long as this Offering is open.

We will be reviewing subscription applications as they are received and will accept or reject subscription applications within generally 15 days after receipt. We will indicate our acceptance of a subscription agreement by countersigning it and indicating the number of Units we will issue. We reserve the right to reject any subscription submitted for any reason. If accepted, an Investor will become a Member subject to execution of the documents specified in the subscription agreement and you shall become subject to the Operating Agreement.

Plan of Distribution:

The Units offered hereby have not been registered under the Securities Act with the SEC or under the securities laws of any state. As a result, all certificates for Securities sold herein will bear a



restrictive legend and the Investor will only be able to sell or otherwise transfer the Securities pursuant to an effective registration statement or in accordance with an opinion from counsel that the Securities may be sold pursuant to an exemption from registration. The Securities sold in this offering constitutes restricted securities with limited marketability. An investment in the Securities offered herein involves a long-term, high-risk investment.

The Units will be offered to Investors who qualify as “accredited investors” as defined under Rule 501(a) of Regulation D promulgated under the Securities Act and Rule 506(b) thereunder. Recently adopted Rule 506(b) requires that we undertake reasonable methods to independently verify that an Investor is “accredited”. Such methods include, without limitation, (i) review of an Investor’s income tax returns and filings along with a written representation that the person reasonably expects to reach the level necessary to qualify as an accredited investor during the current year, (ii) review of one or more of the following, dated within three-months, together with a written representation that all liabilities necessary to determine net worth have been disclosed. For assets: bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments and appraiser reports issued by third parties and for liabilities, credit report from a nationwide agency, (iii) obtaining a written confirmation from a registered broker-dealer, an SEC registered investment advisor, a licensed attorney, or a CPA that such person or entity has taken reasonable steps to verify that the purchaser is an accredited investor within the prior three-months.

Notwithstanding anything to the contrary, we shall not sell securities to Investors that do not qualify for the exemption from registration as an Investment Company under the Investment Company Act of 1940. Section 3(c)(1) of the Investment Company Act excludes from being an investment company any issuer whose outstanding securities are beneficially owned by not more than 100 persons and that is not making and does not presently propose to make a public offering of its securities. The benefit of Section 3(c)(1) is that there is no additional status requirement for the Investor, such as net worth, total assets, or total investments owned beyond the “accredited investor” standard.

Subscribers shall execute subscription documents provided with this Memorandum in which they represent that the purchase of Units is being made for investment purposes with no intent to resell.

Who may Invest?:

An investment in our Units involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for liquidity in their investment. Our Units are only suitable for those who desire a relatively long-term investment for which they do not need liquidity until the anticipated return on investment as set forth in this Memorandum.



The offer, offer for sale, and sale of our Units is intended to be exempt from the registration requirements of the Securities Act pursuant to Regulation D promulgated thereunder and is intended to be exempt from the registration requirements of applicable state securities laws as a federally covered security.

Our offering of the Units will be conducted in reliance upon exemptions contained in the Securities Act and in the various state Securities Acts for transactions not involving a public offering. A subscriber must meet one (or more) of the investor suitability standards below to purchase Units. Fiduciaries must also meet one of these conditions. If the investment is a gift to a minor, the custodian or the donor must meet these conditions. For purposes of the net worth calculations below, net worth is the amount by which assets exceed liabilities, but excluding your house, home furnishings or automobile(s) among your assets. In the Subscription Agreement, a prospective Investor will have to confirm satisfaction of these minimum standards:

- Each Investor must have the ability to bear the economic risks of investing in the units.
- Each Investor must have sufficient knowledge and experience in financial, business or investment matters to evaluate the merits and risks of the investment.
- Each Investor must represent and warrant that the Units to be purchased are being acquired for investment and not with a view to distribution.
- Each Investor will make other representations to us in connection with purchase of the Units, including representations concerning the Investor's degree of sophistication, access to information concerning the Company, and ability to bear the economic risk of the investment.

Redemptions:

Investor/Member Redemptions

Member may request by written notice to the Manager (the "**Redemption Notice**") to redeem some or all of their Membership Units after the initial 12-month period commencing on the date their original investment was accepted by the Company (such 12-month period, the "**Lockup Period**"). Redemption Amount means, as to Units that are being redeemed, the amount equal to the original amount paid by the Investor for such Unit. The Redemption can only be requested once every 12-month period, excluding the first year, and must be requested 105 days prior to the anniversary date of the investment. If the Early Redemption Request is made and accepted, then an Early Redemption Fee will be charged. The Early Redemption Fee will be equal to the amount of accumulated interest payments received for that same year. If an Early Redemption Request is made and accepted within the first year, then an additional Early Redemption Penalty equaling 30% will be charged. The Redemption in question shall be effective 105 days after receipt by the Administrator of the Redemption Notice and the actual date of redemption and payment of the Redemption Amount will be the last Business Day of the calendar quarter following such 105 day period (and/ or at such other times and in such other amounts with the consent of, and upon such terms of payment as may be approved by NBTA in its discretion).



Early Redemption Fee

If in the discretion of the Administrator, the Administrator waives the 105 day prior notice requirement, the Administrator may, in its discretion, impose an early redemption fee of up to 5% of the applicable Redemption Amount.

Payments

Subject to the Redemption Gate described below and subject to availability of cash after taking into account cash reserves that must be maintained by the Company as determined by the Manager, the applicable Redemption Amount will be paid to the Member within 45 days after the end of the applicable quarter as provided for above Reserves. The Directors will cause the fund to redeploy excess cash flow to increase accounts receivable asset value and cash flow from those assets created.

Redemption Gate

If a Member seeks to redeem Units representing in aggregate 25% or more (or such higher percentage as the Manager determines, either generally or in respect of any particular Redemption Date) of the Net Average Value of the Fund, the Manager may ratably reduce all redemption requests to 25% of the number of Membership Units then subject the Redemption Notices.

Required Redemptions

The Manager may require a member/Investor to redeem all or any amount of his/her Membership units if they consider such withdrawal to be in the best interest of the Fund or for any other reason or no reason at all. In such an event, the Manager will give at least five days written notice to the Member specifying the date of redemption. As soon as practicable thereafter, the redeeming Member will receive payment of the applicable Redemption Amount.

Leverage

The Fund does not intend to borrow money to increase amounts deployed to create accounts receivable assets or other investment purposes, nor does the Fund reserve such right.

Taxation

The fund is a pass-through tax entity.

Risks

An investment in the Units of the fund is subject to risk, including general investment risk, the performance of the fund manager, the fund's narrow focus, portfolio concentration, conflicts of interest and the semi-illiquid nature of the Units.



Reports

Each member will receive within 45 days after the end of the quarter and within 90 days after the end of the calendar year, as applicable, a quarterly (internally prepared) and annual audited financial statements.

Transferability

As a member, you may not assign or transfer your Units without the Manager's consent, which consent may be given or withheld in their sole discretion. Transfers of Membership Units are restricted in the Articles, including compliance with ERISA and federal and state securities laws.

Conflicts of Interest

Because of NB Tech Acquisitions Corp's role as sponsor, organizer, manager and underwriter for this fund, the Company and each previous and future portfolios, the terms of the Operating Agreement and Management Agreement and other governing documents were not the result of arm's-length negotiation between NB Tech Acquisitions Corp and the Company, any portfolio, or vendor.

This Private Placement Memorandum acknowledges a potential conflict of interest in the operations and management of NBTA ECOM FUND 1 LLC ("the Fund"). The 041 LLC, a digital agency, is owned and operated by Eric Liboiron and Savanna Spieckerman. The Agency will assume comprehensive responsibilities as the purchasing agent and oversee operational functionalities for NBTA ECOM FUND 1 LLC.

The engagement of 041 LLC in such capacities is due to their expertise, resources, and alignment with the Fund's strategic objectives. However, it is recognized that the dual roles of ownership and operational management by Eric Liboiron and Savanna Spieckerman could give rise to a conflict of interest. Such a conflict may arise from their vested interests in the Fund and or 041 LLC potentially influencing decisions that could affect the profitability and operational success of the Fund.

To mitigate potential conflicts of interest and ensure that the operations of the Fund are conducted in the best interests of its shareholders and in accordance with all applicable laws and regulations, the following measures have been adopted:

Full Disclosure: Eric Liboiron and Savanna Spieckerman have disclosed their ownership and roles in the 041 LLC to the Board of Directors of the Fund and its potential investors through this memorandum.

By acknowledging this potential conflict of interest and establishing clear, enforceable safeguards, the Fund commits to maintaining the highest standards of integrity and transparency in its operations. This clause serves to inform potential investors of the situation and the steps taken to



ensure that the interests of all parties are protected and aligned with the long-term success of the Fund.

Use of Proceeds

The use of proceeds is described in the box below, whereas \$3,500,000 or 70% of the invested funds are used to purchase Inventory from Direct Inventory Providers (DIP) equal to approximately \$16,800,000 in face value of retail revenue.

Source and Use of Funds	Assume \$10M is Raised	Percent of Capital Raised	Face amount of retail revenue acquired
Gross Offering Proceeds	\$5,000,000.00	100%	
Inventory Sourcing	\$500,000.00	10%	2.9%
Launch Advertising	\$500,000.00	10%	2.9%
Process Auditing	\$500,000.00	10%	2.9%
Capital advanced to purchase assets	\$3,500,000.00	70%	20.8%
Total	\$5,000,000.00	100%	30%

⁴These costs include, without limitation, attorneys' fees, accounting fees, other professional expenses and expenses in connection with preparing this offering and the sourcing of inventory and entering into agreements with the vendors and estimated cost for state income taxes payable by the Company and costs to retain an outside CPA to prepare and file tax returns for the life of the project.

Inventory Sourcing

10% of the amount of the fund's total invested capital will be used for Inventory sourcing processes, fees and commissions

Launch Advertising

10% of the amount of the fund's total invested capital will be used for advertising and positioning on the Amazon platform to secure buy boxes

Process Auditing

10% of the amount of the fund's total invested capital will be used for costs associated with the auditing of the processes from detection of product, negotiations, acquisitions, transportation, preparation, distribution, marketing, advertising, administration, legal, auditing of documents, verification product and all other elements involved.



Capital Advanced to Purchase Inventory

70% of the amount of the fund's total invested capital will be used in consideration for Inventory

Direct Inventory Provider (DIP) Purchase Terms

With respect to each one-dollar (\$1.00) invested in the fund, the fund manager will purchase approximately \$3.30 of retail value as selected by the Manager's hired industry experts (hereafter referred to as "Vendor").

Each Inventory Purchase Order (the Assets) within the fund will be securitized using the most regulatory effective combination of documentation to evidence ownership, standing and/or collectability by the fund and/or its vendors at a minimum:

- Purchase agreement
- Proof of payment

Depository Accounts

All bank accounts as to the Company are currently and projected to remain housed with Wells Fargo.

Software Fees

Software fees will be paid for by the hired industry experts unless otherwise deemed necessary by the manager, NB Tech Acquisitions Corp.

Administrative Fees

Prepaid from investment capital.

Restrictive Legend On Membership Certificate

If we decide to issue membership certificates, we will place restrictive legends on your membership certificate or any other document evidencing ownership of our Units. The language of the legend will be like the following:

THE TRANSFERABILITY OF THE MEMBERSHIP UNITS REPRESENTED BY THIS CERTIFICATE IS RESTRICTED. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, OR TRANSFERRED, AND NO ASSIGNEE, VENDEE, TRANSFEREE OR ENDORSEE THEREOF WILL BE RECOGNIZED AS HAVING ACQUIRED ANY SUCH UNITS FOR ANY PURPOSES, UNLESS AND TO THE EXTENT SUCH SALE, TRANSFER, HYPOTHECATION, OR ASSIGNMENT IS PERMITTED BY, AND IS COMPLETED IN STRICT ACCORDANCE WITH, APPLICABLE FEDERAL AND STATE LAW AND THE TERMS AND CONDITIONS SET FORTH IN THE OPERATING AGREEMENT OF NBTA ECOM FUND 1, LLC AS AMENDED FROM TIME TO TIME. THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, OFFERED FOR SALE OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND UNDER APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO NBTA ECOM FUND 1, LLC THAT SUCH TRANSACTION IS



EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND UNDER APPLICABLE STATE SECURITIES LAWS.

Summary of Operating Agreement

The following is a summary of our Operating Agreement and is qualified in its entirety by the terms of our Operating Agreement itself. You are urged to read our entire Operating Agreement, a copy of which is attached hereto as Exhibit B. By participating in the Offering, the Investor shall become a Member of the Company and shall be bound by the terms of the Operating Agreement.

Capitalization: Business Purpose

We are authorized to issue up to 100 Class B Units and 100 Class A Units.

Class A Membership Units: The Manager shall hold Class A Units which shall each be entitled to one vote per Class A Unit with respect to all matters on which Members are entitled to vote. The Class A Members shall receive each quarter all profits (and related distributions of cash), from the Company that are in excess of the Minimum Return payable to the Class B Members (i.e. 18% return per annum and 4.50% per quarter on amount invested by such Class B Member in their respective Units). The Class A Members shall reinvest such cash distributions into the Company (the “**Reinvestments**”) in exchange for additional Class A Units at a price of \$1 per Unit and the Company shall use such cash to purchase additional Inventory if practical in the discretion of the Manager. After repayment of the Class B Member’s Minimum Returns and the return of their original investments, all remaining cash and all remaining assets of the Company shall be distributed to the Class A Members upon the dissolution or liquidation of the Company at the end of the 60-month period which 60-month period shall commence 60-months after date of deposit.

Class B Membership Units: The Class B Units Membership subscribers will be entitled to an annualized 18% per annum return (i.e. 18% of the amount of the Member’s purchase paid for his Units), paid quarterly and will have no voting rights. Each Class B Member may elect in writing within 105 days prior to the end of each calendar quarter, to have their cash distributions reinvested by the Company for additional purchases of Inventory and in such case the Class B Member shall not receive any additional Units. However, such reinvested monies will also earn the Minimum Return and be considered part of the purchase price for the Class B Units that are subject to redemption, as provided for herein. Any profits of the Company in excess of such 18% per annum shall be allocated and the related cash and any other assets shall be distributed solely to the Class A Member. The Manager may, at its sole discretion, elect to sell fractional units of ownership in the company. The sale of fractional units shall be subject to the terms and conditions outlined in this Agreement, including any applicable securities laws and regulations. The Manager may, at its sole discretion, accept additional investments in excess of the initial offering maximum amount referenced in the offering memorandum. Such additional investments shall be subject to the terms and conditions outlined in this Agreement, and the Manager shall have the right to amend the offering memorandum as necessary to reflect the acceptance of additional investments.



Business Purpose: The business purpose of the Company is to make one or more series of purchases of Inventory in the aggregate principal sum of up to \$3,500,000 as the payments come back through sales, we will reinvest excess cash flow after investors have first received their fixed rate distributions.

Rights And Liabilities Of Investors

Only the Class A Units have voting rights. The rights, duties and powers of Investors are governed by our Operating Agreement and by the Act, and the discussion herein of such rights, duties and powers is qualified in its entirety by reference to our Operating Agreement and the Act. Persons who become Investors in the manner set forth in this Memorandum will not be responsible for our obligations and will be liable only to the extent of their agreed upon capital contributions. Investors may be liable for any return of capital plus interest if necessary, to discharge liabilities existing at the time of such return. Any cash distributed to Investors may constitute, wholly or in part, return of capital.

Capital Contributions

The minimum number of Units that must be purchased by any single Investor is one (1) at a price per Unit of \$50,000. Fractional Units may be sold at the discretion of the Manager.

Rights, Powers, And Duties Of The Manager

Subject to the right of our Class A Unit holders to vote on specified matters, our Manager will have complete charge of our business. Our Manager is not required to devote full time to our affairs but only such time as is required for the conduct of our business. In addition, our Manager is granted a special power of attorney from each Investor for the purpose of executing the documents that the Investors have expressly agreed to execute and deliver or that are required to be executed, delivered or filed under applicable law.

The initial and current Manager is NB Tech Acquisitions Corp The Manager shall be elected by those Members holding a majority of the Class A Units. The Manager shall remain so until its resignation or dissolution or liquidation, or until replaced by vote of the Class A Members. In the event of the resignation or removal of a Manager, a new Manager shall be selected by vote of the Class A Members, at their sole discretion.

Allocation And Distributions

Our profits, and distributions shall be allocated and distributed to the Class B Members in proportion to their ownership of Units. Excess cash flow shall be allocated to the Class A Members and used as they see fit (reinvest/reserve or retain) after the 18% fixed rate distributions have been paid out.

Meetings

We do not plan to have meetings of the Members. We may have a special telephonic meeting of Members at any time at the request of the Manager or the holders of more than 50% of either the Class A Units or the Class B Units. Any such request must state the purpose or purposes of such meeting and the matters proposed to be acted on at the special meeting. Notices will be sent to Members of the time and telephone number of any special meeting of Members.

Accounting And Reports

Our Manager will cause to be prepared an annual report of our operations, which will be furnished to our Members within 75 days of the close of the year covered by the report. Members will be furnished such detailed information as is reasonably necessary to enable them to complete their own tax returns within 75 days after the end of the year.

Amendment Of Our Operating Agreement

Our Operating Agreement may be amended only by the Class A Members upon the vote of Class A Members holding more than 50% of the outstanding Class A Units; provided, however, that no amendment may increase the rights of the Class A Members or, unless approved by more than 50% of the holders of Class B Units, decrease the rights of the Class B Members.

Limitations On Transferability

Our Operating Agreement places substantial limitations on the transferability of our Units. Generally, your Units may not be voluntarily transferred or assigned. We urge you to read the Operating Agreement in order to completely understand these numerous restrictions.

Winding Up

Upon our dissolution, our Manager will wind up our affairs and liquidate our remaining assets as promptly as is practical and without an obligation or duty to obtain or attempt to obtain the fair market value of such remaining assets. All the funds received by us will be applied and promptly distributed in accordance with our Operating Agreement.

Election To Dissolve

The Company's Manager may, upon approval of the Class A Member, elect to dissolve and windup the Company at any time after the later of the date that is 12-months from the date of this Memorandum or at such time as the Company is able to return the original investment made by each Class B Member plus their Required Return for the time period ending on the date of election to dissolve.

Federal And State Income Tax Consequences

This Memorandum does not address any tax considerations that may be relevant to you. You are urged to consult your own tax advisors as to the specific tax consequences of purchasing, owning and disposing of an interest in the Company, including any federal, state or local tax consideration.



WE URGE YOU TO CONSULT AND RELY UPON YOUR OWN TAX ADVISOR WITH RESPECT TO YOUR OWN TAX SITUATION, POTENTIAL CHANGES IN APPLICABLE LAWS AND REGULATIONS AND THE FEDERAL AND STATE CONSEQUENCES ARISING FROM AN INVESTMENT IN OUR UNITS. THE COST OF THE CONSULTATION COULD, DEPENDING ON THE AMOUNT CHARGED TO YOU, DECREASE ANY RETURN ANTICIPATED ON YOUR INVESTMENT. NOTHING IN THIS MEMORANDUM IS OR SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE TO ANY SPECIFIC INVESTOR, AS INDIVIDUAL CIRCUMSTANCES MAY VARY. THIS FEDERAL INCOME TAX CONSEQUENCES SECTION OF THIS MEMORANDUM ONLY PROVIDES THE CURRENT STATE OF TAX LAWS. YOU SHOULD BE AWARE THAT THE INTERNAL REVENUE SERVICE MAY NOT AGREE WITH ALL TAX POSITIONS TAKEN BY US AND THAT LEGISLATIVE, ADMINISTRATIVE OR COURT DECISIONS MAY REDUCE OR ELIMINATE YOUR ANTICIPATED TAX BENEFITS.

Subscription Procedures

Each prospective Investor is required to do the following to subscribe for Unit(s):

1. Complete and sign a copy of the Subscription Agreement in the form attached hereto as Exhibit A and Exhibit A (i) and return it as directed in the Subscription Agreement. By subscribing to Units in this Offering and executing the Subscription Agreement, you shall, upon acceptance of the subscription by the Company, become a member of the Company and become subject to the Operating Agreement.
2. Deliver payment by check or wire transfer made pursuant to the instructions as set forth in the Subscription Agreement in the applicable amount for the Unit(s) purchased, which payment will be deposited in our operating account upon acceptance of the subscription. If a subscription is not accepted, subscription funds will be promptly returned to the subscriber, without interest or deduction.
3. Provide such documents and information as may be requested by the Company to complete a verification of accredited investor status or provide evidence of accreditation from a third party in accordance with Rule 506(b)(c).

Suitability Requirements

Rule 501(a) of Regulation D defines an “accredited investor” as any person who comes within any of the following categories, or whom the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

1. A natural person whose net worth, either individually or jointly with such person’s spouse, at the time of Subscriber’s purchase, exceeds \$1,000,000.
2. A natural person who had an individual income in excess of \$200,000, or joint income with that person’s spouse in excess of \$300,000, in each of the two most recent years and reasonably expects to reach the same income level in the current year.
3. A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and purchase association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity.



4. A broker or dealer registered pursuant to Section 15 of the Exchange Act.
5. An insurance company as defined in section 2(13) of the Exchange Act.
6. An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a) (48) of that Act.
7. 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.
8. 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, if such plan has total assets in excess of \$5,000,000.
9. An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and purchase association, insurance company, or registered investment Adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
10. A private business development company as defined in Section 202(a) (22) of the Investment Advisers Act of 1940.
11. An organization described in Section 501(c)(3) of the Internal Revenue Code, or a corporation, business trust or partnership, not formed for the specific purpose of acquiring the Units, with total assets in excess of \$5,000,000.
12. A director or executive officer of the Company.
13. A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Units, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in the Company; or
14. An entity in which all of the equity owners qualify under any of the above subparagraphs.
15. As used in this Memorandum, the term “net worth” means the excess of total assets over total liabilities. In computing net worth for purposes of (5) above, the principal residence of the subscriber is disregarded. In determining income, a subscriber should add to the subscriber’s adjusted gross income any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deduction claimed for depletion, contribution to an IRA or Keogh plan, alimony payments, and any amount by which income for long-term capital gains has been reduced in arriving at adjusted gross income.

Statement As To Indemnification

Our Operating Agreement provides for indemnification of managers and officers under certain circumstances, which could include liabilities relating to securities laws. The SEC mandates the following disclosure of its position on indemnification for liabilities under the federal securities laws:

“Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling an issuer, the Company has been informed



that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is therefore unenforceable.”

Compensation Of Management (Nb Tech Acquisitions Corp)

- The Company shall not pay any compensation to the Manager to serve as Manager or to perform day-to-day operations.
- The Manager will be entitled to reimbursement for all expenses reasonably incurred in connection with operating the business of the Company.
- The Manager shall be entitled to receive any and all settlement profits resulting from the redeployment of excess cash flow of the fund, after quarterly fixed rate payments are made to investors.

Capitalization: Ownership Of Securities

The following table sets forth as of the date of this Memorandum, the number of outstanding Units beneficially owned by the Manager:

Owner	Number of Units prior to the Offering	Percentage of Units of the Class prior to the Offering	Number of Units of the Class in question after the Offering	Percentage of Units in question after the Offering
NB Tech Acquisitions Corp	100 Class A Units	100%	100 (1)	100% of Class A Units
New Class B Investors	-0-	-0-	100 (1)	100% of Class B Units
Total	100	100%	200	100%

⁴Based on 100 Class A Units outstanding before the Offering and a total of 100 Class B Units outstanding after the Offering (assuming all 100 Units are sold in the Offering).

Description Of Units

An Investor in the Company is both a holder of Units and a member of the limited liability company at the time of acceptance of the investment (a “**Member**”). We have 2 classes of Units: Class A Units and Class B Units. Except as otherwise provided for in the Operating Agreement and as summarized herein, Members shall be subject to the terms and conditions of our Operating Agreement described herein and attached hereto as **Exhibit B**. An Investor must sign the Subscription Agreement in the form attached as **Exhibit A** in order to invest in the Offering, under which the Investor will agree to be bound, as a Member, by the terms of the Operating Agreement.

UNITS, ORGANIZATION AND MANAGEMENT



Fund Management

Our equity ownership is divided into Units of limited liability company interests. We maintain a membership register at our principal office setting forth the name, address, capital contribution and number of Units held by each Member.

Class A Units. The Class A Units are the only Units with voting rights and are owned by our Manager. The Class A Units have distribution and liquidation rights only after the holders of the Class B have received their distributions as described herein. The Class B Units: (i) are non voting, (ii) have a right to receive distributions on a quarterly basis but limited to the Minimum Return from the net cash flow of the Company.

We have elected to organize as a limited liability company rather than a corporation because we wish to qualify for partnership tax treatment for Federal and state income tax purposes with our earnings or losses passing through to our members and subject to taxation at the member level.

See “Federal Income Tax Consequences” on page 51. As a Member, an Investor will be entitled to certain economic rights, such as the right to the distributions that accompany the Units. Our business and affairs and the respective rights and obligations of the members are governed by our Operating Agreement.

Control and management of our business is vested exclusively in the Manager who is also the holder of the Class A Units. Our initial and current Manager is NB Tech Acquisitions Corp. The Manager has designated its Chief Operating Officer and shareholder, Eric Liboiron to manage the investigative operations of the Company. The Manager shall be elected by those Members holding a majority of the Class A Units. Except as otherwise specifically provided herein, no Member, other than the Manager, shall have any voice in, or take any part in, the management of our business, nor any authority or power to act on our behalf in any manner whatsoever. In the event of the resignation, removal or liquidation of a Manager, a new Manager shall be selected by vote of the Class A Members entitled to elect such Manager, at their sole discretion. All acts of a Manager within the scope of the Manager’s authority shall bind us. Decisions regarding our day-to-day operations shall be vested in the Manager.

Generally, the Manager shall have the right, power and authority on our behalf, and in our name, to exercise all of the rights, power and authority which may be possessed by Manager pursuant to the Nevada Limited-Liability Company Act, (the “Act”) including, but not limited to, the borrowing of funds and the pledging of our assets to secure our debts.

Operating Agreement; Manager of Company

The Company is operated pursuant to a limited liability company agreement, which is attached hereto as Exhibit B (the “Operating Agreement”). Any references to the Operating Agreement in this Memorandum do not purport to be a complete statement and are qualified in their entirety by

reference to the complete Operating Agreement. A summary of the provisions of the Operating Agreement is described beginning on page 48 herein.

Our business and operations will be managed by NB Tech Acquisitions Corp, a Nevada corporation formed on 01/04/2017 (hereafter referred to as the “Manager”). NB Tech Acquisitions Corp owns 100 Class A Units of the Company (the “Class A Units”), which represent 100% of the outstanding Units before the Offering. The Class A Units are the only voting Units of the Company. The Investors shall have no control over or vote as to any decisions made by the Company or our Manager.

Manager Compensation

The Manager shall not be compensated for its services as manager of the Company or for performing day-to-day operations of the Fund.

The Manager, however, indirectly benefits from being the Manager of the Company because its affiliate, NBTA, as one of the primary vendors that is hired by the Company to provide specific services for the Company regarding Inventory administration, receives 10% of the total original principal sum of the purchase for process auditing.

Also see “Source and Use of Funds” made to other affiliates of the Manager.

Further, the Manager:

- The Manager will be entitled to reimbursement for all expenses reasonably incurred in connection with operating the business of the Company.
- The Manager will be entitled to receive the benefit of any and all profits occurring to which redeployment of excess cash flow of the fund after quarterly fixed rate payments are made to investors.

The Offering

We are offering (the “Offering”) on a best-efforts basis up to 100 Class B non-voting units of limited liability company membership interests at a price per unit of \$50,000 (each, a “Class B Unit”). The collective offering amount is \$5,000,000. The Class B Units may be referred to as the “Units.” The Manager may, at its sole discretion, elect to sell fractional units of ownership in the company. The sale of fractional units shall be subject to the terms and conditions outlined in this Agreement, including any applicable securities laws and regulations. The Manager may, at its sole discretion, accept additional investments in excess of the initial offering maximum amount referenced in the offering memorandum. Such additional investments shall be subject to the terms and conditions outlined in this Agreement, and the Manager shall have the right to amend the offering memorandum as necessary to reflect the acceptance of additional investments.

Dissolution of the Company

The Manager may elect to dissolve the Company and distribute all the assets to the Class A Members as determined by the Manager without obtaining an appraisal of such assets value and



without any obligations to use commercially reasonable efforts to sell the assets, on the earlier of (i) when the Class B Members have received over the course of time cash distributions, on a per Unit basis, equal to at least the sum of \$50,000 per Unit, plus 18% annual return on such \$50,000 sum per Unit (the “Minimum Return”).

By way of clarification, and as further described below, on a quarterly basis, the Company shall pay any profits of the Company to the Class A Members who shall allocate any profits and related cash of the Company in excess of the Minimum Return to the extent it can be distributed to the Class A Member who shall reinvest into the Fund to purchase inventory if available.

Description of Units; Rights of Holders of Units

Class A Units: The Class A Units are the only Units with voting rights and are owned by the Manager. The Class A Units have distribution and liquidation rights as described above. No Class A Units are being offered in this Offering.

Class B Units: The Class B Units: (i) are non-voting, (ii) have their right to receive on a quarterly basis the Minimum Return and such other rights as described above.

- Offering Price: \$50,000 per Unit
- Maximum Offering: \$5,000,000 (100 Units)
- Minimum Offering: \$500,000

The Units will be offered to individuals or entities (the “Investors”) who qualify as “accredited investors” as defined in Rule 501 of Regulation D (“Regulation D”) promulgated under the Securities Act of 1933, as amended (the “Securities Act”) Nevertheless, after the closing of the Offering and anytime thereafter, we shall be limited to no more than 100 Investors such that we comply with the section 3(c)(1) exemption of the Investment Company Act of 1940. The Manager may, at its sole discretion, elect to sell fractional units of ownership in the company. The sale of fractional units shall be subject to the terms and conditions outlined in this Agreement, including any applicable securities laws and regulations. The Manager may, at its sole discretion, accept additional investments in excess of the initial offering maximum amount referenced in the offering memorandum. Such additional investments shall be subject to the terms and conditions outlined in this Agreement, and the Manager shall have the right to amend the offering memorandum as necessary to reflect the acceptance of additional investments.

Offering Period

The Offering of Units will terminate upon the earlier of: (a) the sale of all of the Units, or (b) the termination date which shall be twenty-four-months from the date of this Memorandum, unless otherwise extended by the Company, which we may do in our sole discretion.

Distribution of Units

We intend to offer the Units for sale directly to Investors privately pursuant to Regulation D as promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Act



Subscribers shall execute subscription documents provided with this Memorandum in which they represent that the purchase of the Units is being made for investment purposes with no intent to resell.

Use of Proceeds from this Offering

We intend to use the proceeds from this Offering for: (i) purchasing inventory, (ii) professional fees incurred, and (iii) reserve for anticipated legal and accounting and tax expenses. See “Use of Proceeds”.

Securities Outstanding Before the Offering

100 Class A Units owned by our Manager.

Securities Outstanding After Offering

Up to 100 Class B Units (assuming the sale in this Offering of all 100 Class B Units).

Restrictions on Transfer

The Units will be restricted as to transferability under state and federal laws regulating securities. The offer of the Units has not been registered under the Securities Act, or any other similar state statutes in reliance upon exemptions from the registration requirements contained therein. Accordingly, the Units will be “restricted securities” as defined in Rule 144 of the Securities Act. As “restricted securities,” an Investor must hold them indefinitely and may not dispose or otherwise sell them without registration under the Securities Act and any applicable state securities laws unless exemptions from registrations are available. Moreover, in the event an Investor desires to sell or otherwise dispose of any of the Units, the Investor will be required to furnish us with an opinion of counsel acceptable to us that the transfer would not violate the registration requirements of the Securities Act or applicable state securities laws.

The Units are further restricted as to transferability pursuant to our Operating Agreement, as described throughout in this Memorandum. An Investor shall sign the Subscription Agreement together with the investor questionnaire attached thereto, all in the form attached as Exhibit A, under which the Investor will agree to be bound, as a Member, by the terms of the Operating Agreement.

If the Manager elects to issue certificates or other documents evidencing the Units, any certificate or other document evidencing the Units will be imprinted with a conspicuous legend stating that the securities have not been registered under the Securities Act and state securities laws and referring to the restrictions on transferability and sale of the securities. In addition, our records concerning the securities will include “stop transfer notations” with respect to such Units.

Expenses

All proposed purchasers of the Units would be responsible for their own costs, fees, and expenses, including the costs, fees and expenses of their counsel and other advisors. The purchasers of the



Units will be required to indemnify the Company for any finder's fees for which such purchasers may be responsible.

Subscription Procedures

To subscribe for the Units offered hereby, prospective Investors are to deliver to the Company at the location specified in the Subscription Agreement:

- (i) One completed and duly executed Subscription Agreement and (ii) a check or wire in the amount of the Offering Price for each Unit, pursuant to the instructions, and to the addresses as set forth, in the Subscription Agreement. Unless otherwise waived by us, subscriptions for less than \$50,000 will not be accepted. Prospective Investors should contact us for instructions on wiring a subscription to the Company. We have the right, in our sole discretion, to accept or reject any subscription. Once accepted, an Investor will be a member of the Company ("Member"). See "Subscription Procedures" on page 52.

Investor Relations

NBTA has created an online Investor Portal with high security and privacy features for investor access and comfort.

- The portal gives investors the capability to securely access investment documents, including tax forms, legal agreements, quarterly reports, notices and statements.
- The portal gives investors the capability to track the history of investor transactions as well as investment performance through charts and metrics.
- The portal uses TLS/SSL & AES 256-bit encryption and two factor authentication for compliance, high security & privacy.
- The data center that the portal is hosted at utilizes state-of-the-art architecture, engineering, and business control practices.

DILIGENCE

Inventory Sourcing

The key to success lies in finding the right products to sell, sourcing them efficiently, and then effectively managing your inventory and sales. Below is a step-by-step guide to help you source products for Amazon FBA.

Step 1: Market Research and Product Identification

- Use Amazon's Best Sellers List: This list can give you an idea of what products are in high demand.
- Analyze Market Trends: Use tools like Google Trends or industry reports.
- Competitive Analysis: Look at reviews, ratings, and the number of sellers for similar products.
- Profit Margin Analysis: Make sure the products you choose will provide a good ROI.

Step 2: Determine the Sourcing Method

- Retail Arbitrage: Buying products from retail stores and selling them on Amazon.
- Wholesale: Buying in bulk directly from manufacturers or suppliers.



- Private Label: Creating your own brand and manufacturing products.
- Dropshipping: Selling products that are fulfilled directly by the supplier.

Step 3: Finding Suppliers

- Local Suppliers: Search for suppliers or manufacturers near you.
- International Suppliers: Websites like Alibaba or Global Sources can help you find overseas suppliers.
- Trade Shows: Attending industry-specific trade shows.
- Network: Use LinkedIn or industry forums to find potential suppliers.

Step 4: Communicate with Suppliers

- Initial Contact: Send a formal email or make a phone call.
- Request Samples: Always request samples to inspect the quality.
- Negotiate Terms: Discuss pricing, payment terms, and shipping.

Step 5: Cost Analysis

- Product Costs: The cost of the goods themselves.
- Shipping Costs: How much it will cost to get the products to Amazon's fulfillment centers.
- Amazon Fees: Account for Amazon's cut, including FBA fees.
- Additional Costs: Packaging, taxes, and other potential costs.

Step 6: Placing the Order

- Due Diligence: Make sure the supplier is reputable.
- Contracts and Payment: Secure a contract and make the initial payment.
- Shipping and Customs: Coordinate with shipping services and handle any necessary customs paperwork.

Step 7: Receiving and Inspection

- Quality Check: Inspect the products as soon as they arrive.
- Inventory Management: Make sure to track all units.
- Send to Amazon: Prepare the products as per Amazon's guidelines and send them to the designated fulfillment centers.

Step 8: Listing Products on Amazon

- Create Listings: Use high-quality images and write descriptive, keyword-rich titles and descriptions.
- Pricing Strategy: Decide on your pricing model.
- Launch: Make your listing live and monitor its performance.

Step 9: Manage and Optimize

- Inventory Levels: Keep an eye on your inventory and restock as needed.
- Marketing and Promotions: Use Amazon PPC, coupons, or other promotional methods to drive sales.
- Customer Service: Always respond to customer queries and reviews.

Everything is coordinated with hired industry experts and through NB Tech Acquisitions Corp's guidance, supervision and standards.

RISK FACTORS

AN INVESTMENT IN THE UNITS THAT ARE THE SUBJECT OF THE MEMORANDUM IS HIGHLY SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. INVESTORS SHOULD BE ABLE TO WITHSTAND THE TOTAL LOSS OF THEIR ENTIRE INVESTMENT IN THE UNITS. PROSPECTIVE PURCHASERS SHOULD CAREFULLY REVIEW THE INFORMATION SET FORTH UNDER “RISK FACTORS” AS WELL AS OTHER INFORMATION CONTAINED IN THIS MEMORANDUM. THERE CAN BE NO ASSURANCE THAT THE COMPANY’S OBJECTIVES CAN BE ACHIEVED. (SEE “RISK FACTORS” ON PAGE 14).

Financial Projections as to Amount Potentially Sold on Amazon FBA from inventory purchased Require Caution. Investors should approach the financial projections concerning potential Amazon FBA sales from acquired inventory with caution. These projections are built on a series of assumptions that are subject to a multitude of variables, including market demand, competition, and Amazon's ever-evolving algorithms. Consequently, these estimates should not be viewed as guaranteed outcomes but rather as speculative scenarios that carry inherent risks and uncertainties.

Considerations for Tax Exempt Investors

Any tax-exempt investor, pension plans or individual retirement accounts, may have to recognize some or all its allocable share of Company income as taxable income, notwithstanding its otherwise tax-exempt status. Tax exempt investors are strongly urged to consult with their own tax advisor before investing in the Company.

DISCLOSURE STATEMENT

NBTA ECOM FUND 1, LLC

THIS BRIEF STATEMENT CANNOT DISCLOSE ALL THE RISKS AND OTHER FACTORS NECESSARY TO EVALUATE YOUR PARTICIPATION IN THIS COMPANY. THEREFORE, BEFORE YOU DECIDE TO PARTICIPATE IN AN EQUITY INVESTMENT IN THIS COMPANY, YOU SHOULD CAREFULLY STUDY THIS DISCLOSURE DOCUMENT, INCLUDING A DISCUSSION OF THE CERTAIN RISK FACTORS OF THIS INVESTMENT.

BECAUSE THE UNITS ARE BEING OFFERED TO ACCREDITED INVESTORS, THIS MEMORANDUM MAY NOT CONTAIN ALL INFORMATION THAT WOULD BE REQUIRED TO BE DISCLOSED UNDER APPLICABLE LAWS AND REGULATIONS IF THE OFFERING WAS MADE TO PERSONS OTHER THAN ACCREDITED INVESTORS, NOR DOES IT PURPORT TO CONTAIN ALL INFORMATION THAT YOU MAY DESIRE IN INVESTIGATING THE COMPANY OR FOR MAKING AN INVESTMENT DECISION.

STATE NOTICES

CERTAIN NOTICES REGARDING THIS MEMORANDUM AND UNDER STATE SECURITIES LAWS

FOR RESIDENTS OF ALL STATES: THE INTERESTS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (“SECURITIES ACT”), OR



THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE INTERESTS 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 THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THIS OFFERING IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MIGHT BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. AN INVESTOR MUST REPRESENT THAT THE INTERESTS ARE BEING ACQUIRED FOR INVESTMENT PURPOSES ONLY, AND NOT WITH A VIEW TO OR PRESENT INTENTION OF DISTRIBUTION.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO. IN ADDITION, THIS MEMORANDUM CONSTITUTES AN OFFER ONLY IF A NAME APPEARS IN THE APPROPRIATE SPACE ON THE COVER, AND IS AN OFFER ONLY TO THE OFFEREE SO NAMED.

EXCEPT AS OTHERWISE INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE OF THE MEMORANDUM AND NEITHER THE DELIVERY HEREOF NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE CONDITION OF THE COMPANY SINCE THE DATE HEREOF.

NO PERSON HAS BEEN AUTHORIZED TO MAKE REPRESENTATIONS OR PROVIDE ANY INFORMATION OTHER THAN THAT CONTAINED IN THIS MEMORANDUM AND ITS EXHIBITS. ONLY THOSE REPRESENTATIONS EXPRESSLY SET FORTH IN THIS MEMORANDUM AND ACTUAL DOCUMENTS (SUMMARIZED HEREIN), WHICH ARE FURNISHED UPON REQUEST TO AN OFFEREE, OR HIS REPRESENTATIVE MAY BE RELIED UPON IN CONNECTION WITH THIS OFFERING.

PROSPECTIVE PURCHASERS OF THE INTERESTS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL OR TAX ADVICE. EACH PROSPECTIVE PURCHASER SHOULD CONSULT HIS OWN PROFESSIONAL ADVISORS AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING HIS INVESTMENT.

THIS MEMORANDUM CONTAINS A SUMMARY OF THE MATERIAL PROVISIONS OF DOCUMENTS REFERRED TO HEREIN. STATEMENTS MADE WITH RESPECT TO THE PROVISIONS OF SUCH DOCUMENTS ARE NOT NECESSARILY COMPLETE AND REFERENCE IS MADE TO THE ACTUAL DOCUMENTS FOR COMPLETE INFORMATION AS TO THE RIGHTS AND OBLIGATIONS THERETO.



NOTICE TO ALABAMA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE ALABAMA SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE ALABAMA SECURITIES COMMISSION. THE COMMISSION DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SECURITIES, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO ALASKA RESIDENTS ONLY: THE SECURITIES OFFERED HAVE NOT BEEN REGISTERED WITH THE ADMINISTRATOR OF SECURITIES OF THE STATE OF ALASKA UNDER PROVISIONS OF 3 AAC 08.500-3 AAC 08.504. THE INVESTOR IS ADVISED THAT THE ADMINISTRATOR HAS MADE ONLY A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT SINCE THE DOCUMENT IS NOT REQUIRED TO BE FILED WITH THE ADMINISTRATOR. THE FACT OF REGISTRATION DOES NOT MEAN THAT THE ADMINISTRATOR HAS PASSED IN ANY WAY UPON THE MERITS, RECOMMENDED, OR APPROVED THE SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS A VIOLATION OF 45.55.170. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

NOTICE TO ARIZONA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE ARIZONA SECURITIES ACT IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION PURSUANT TO A.R.S. SECTION 44-1844 (1) AND THEREFORE CANNOT BE RESOLD UNLESS THEY ARE ALSO REGISTERED OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NOTICE TO ARKANSAS RESIDENTS ONLY: THESE SECURITIES ARE OFFERED IN RELIANCE UPON CLAIMS OF EXEMPTION UNDER THE ARKANSAS SECURITIES ACT AND SECTION 4(2) OF THE SECURITIES ACT OF 1933. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE ARKANSAS SECURITIES DEPARTMENT OR WITH THE SECURITIES AND EXCHANGE COMMISSION. NEITHER THE DEPARTMENT NOR THE COMMISSION HAS PASSED UPON THE VALUE OF THESE SECURITIES, MADE ANY RECOMMENDATIONS AS TO THEIR PURCHASE, APPROVED OR DISAPPROVED THIS OFFERING OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO CALIFORNIA RESIDENTS ONLY: THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS OFFERING HAS NOT BEEN QUALIFIED WITH COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFORE PRIOR TO SUCH QUALIFICATIONS IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102, OR 25104 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS OFFERING ARE EXPRESSLY CONDITION UPON SUCH QUALIFICATIONS BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT. THE SECURITIES OFFERED HEREUNDER HAVE NOT BEEN REGISTERED UNDER APPLICABLE CALIFORNIA SECURITIES LAWS AND, THEREFORE, ANY PURCHASER THEREOF MUST BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SECURITIES CANNOT BE RESOLD UNLESS THEY ARE SUBSEQUENTLY



REGISTERED UNDER SUCH SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. FURTHER, PURSUANT TO §109.13 UNDER THE CALIFORNIA SECURITIES ACT, THE COMPANY IS REQUIRED TO APPRISE PROSPECTIVE INVESTORS OF THE FOLLOWING: A LEGEND SHALL BE PLACED, UPON ISSUANCE, ON CERTIFICATES REPRESENTING SECURITIES PURCHASED HEREUNDER, AND ANY PURCHASER HEREUNDER SHALL BE REQUIRED TO SIGN A WRITTEN AGREEMENT THAT HE WILL NOT SELL THE SUBJECT SECURITIES WITHOUT REGISTRATION UNDER APPLICABLE SECURITIES LAWS, OR EXEMPTIONS THEREFROM.

NOTICE TO COLORADO RESIDENTS ONLY: THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT OF 1991 BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE RESOLD, TRANSFERRED OR

OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT OF 1991, IF SUCH REGISTRATION IS REQUIRED.

NOTICE TO CONNECTICUT RESIDENTS ONLY: SECURITIES ACQUIRED BY CONNECTICUT RESIDENTS ARE BEING SOLD AS A TRANSACTION EXEMPT UNDER SECTION 36-409(b)(9)(A) OF THE CONNECTICUT, UNIFORM SECURITIES ACT. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF CONNECTICUT. ALL INVESTORS SHOULD BE AWARE THAT THERE ARE CERTAIN RESTRICTIONS AS TO THE TRANSFERABILITY OF THE SECURITIES.

NOTICE TO DELAWARE RESIDENTS ONLY: IF YOU ARE A DELAWARE RESIDENT, YOU ARE HEREBY ADVISED THAT THESE SECURITIES ARE BEING OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE DELAWARE SECURITIES ACT. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

NOTICE TO DISTRICT OF COLUMBIA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES BUREAU OF THE DISTRICT OF COLUMBIA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO FLORIDA RESIDENTS ONLY: THE SECURITIES DESCRIBED HEREIN HAVE NOT BEEN REGISTERED WITH THE FLORIDA DIVISION OF SECURITIES AND INVESTOR PROTECTION UNDER THE FLORIDA SECURITIES ACT. THE SECURITIES REFERRED TO HEREIN WILL BE SOLD TO AND ACQUIRED BY THE HOLDER IN A TRANSACTION EXEMPT UNDER SECTION 517.061 OF SAID ACT. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. IN ADDITION, ALL OFFEREEES WHO ARE FLORIDA RESIDENTS SHOULD BE AWARE THAT SECTION 517.061(11)(a)(5) OF THE ACT PROVIDES, IN RELEVANT PART, AS FOLLOWS: "WHEN SALES ARE MADE TO FIVE OR MORE PERSONS IN [FLORIDA], ANY SALE IN [FLORIDA] MADE PURSUANT TO [THIS SECTION] IS VOIDABLE BY THE PURCHASER IN SUCH SALE EITHER WITHIN 3 DAYS AFTER THE FIRST



TENDER OF CONSIDERATION IS MADE BY THE PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT OR WITHIN 3 DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER.” THE AVAILABILITY OF THE PRIVILEGE TO VOID SALES PURSUANT TO SECTION 517.061(11) IS HEREBY COMMUNICATED TO EACH FLORIDA OFFEREE. EACH PERSON ENTITLED TO EXERCISE THE PRIVILEGE TO AVOID SALES GRANTED BY SECTION 517.061 (11) (A)(5) AND WHO WISHES TO EXERCISE SUCH RIGHT, MUST, WITHIN 3 DAYS AFTER THE TENDER OF ANY AMOUNT TO THE COMPANY OR TO ANY AGENT OF THE COMPANY (INCLUDING THE SELLING AGENT OR ANY OTHER DEALER ACTING ON BEHALF OF THE PARTNERSHIP OR ANY SALESMAN OF SUCH DEALER) OR AN ESCROW AGENT CAUSE A WRITTEN NOTICE OR TELEGRAM TO BE SENT TO THE COMPANY AT THE ADDRESS PROVIDED IN THIS CONFIDENTIAL EXECUTIVE SUMMARY. SUCH LETTER OR TELEGRAM MUST BE SENT AND, IF POSTMARKED, POSTMARKED ON OR PRIOR TO THE END OF THE AFOREMENTIONED THIRD DAY. IF A PERSON IS SENDING A LETTER, IT IS PRUDENT TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ASSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME IT WAS MAILED. SHOULD A PERSON MAKE THIS REQUEST ORALLY, HE MUST ASK FOR WRITTEN CONFIRMATION THAT HIS REQUEST HAS BEEN RECEIVED.

NOTICE TO GEORGIA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE GEORGIA SECURITIES ACT PURSUANT TO REGULATION 590-4-5-04 AND - 01. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

NOTICE TO HAWAII RESIDENTS ONLY: NEITHER THIS PROSPECTUS NOR THE SECURITIES DESCRIBED HEREIN BEEN APPROVED OR DISAPPROVED BY THE COMMISSIONER OF SECURITIES OF THE STATE OF HAWAII NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS.

NOTICE TO IDAHO RESIDENTS ONLY: THESE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE IDAHO SECURITIES ACT IN RELIANCE UPON EXEMPTION FROM REGISTRATION PURSUANT TO SECTION 30-14-203 OR 302(c) THEREOF AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SAID ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SAID ACT.

NOTICE TO ILLINOIS RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECRETARY OF THE STATE OF ILLINOIS NOR HAS THE STATE OF ILLINOIS PASSED UPON THE ACCURACY OR ADEQUACY OF THE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO INDIANA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 23-2-1-2 OF THE INDIANA SECURITIES LAW AND HAVE NOT BEEN REGISTERED UNDER SECTION 23-2-1-3. THEY CANNOT THEREFORE BE RESOLD UNLESS THEY ARE REGISTERED UNDER SAID LAW OR UNLESS AN EXEMPTION FORM REGISTRATION IS AVAILABLE. A CLAIM OF EXEMPTION UNDER SAID LAW HAS BEEN FILED, AND IF SUCH EXEMPTION IS NOT DISALLOWED SALES OF THESE SECURITIES MAY BE



MADE. HOWEVER, UNTIL SUCH EXEMPTION IS GRANTED, ANY OFFER MADE PURSUANT HERETO IS PRELIMINARY AND SUBJECT TO MATERIAL CHANGE.

NOTICE TO IOWA RESIDENTS ONLY: 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; 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 ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO KANSAS RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 81-5-6 OF THE KANSAS SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO KENTUCKY RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER RULE 808 OF THE KENTUCKY SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO LOUISIANA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER RULE 1 OF THE LOUISIANA SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO MAINE RESIDENTS ONLY: THE ISSUER IS REQUIRED TO MAKE A REASONABLE FINDING THAT THE SECURITIES OFFERED ARE A SUITABLE INVESTMENT FOR THE PURCHASER AND THAT THE PURCHASER IS FINANCIALLY ABLE TO BEAR THE RISK OF LOSING THE ENTIRE AMOUNT INVESTED.

THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION UNDER §16202(15) OF THE MAINE UNIFORM SECURITIES ACT AND ARE NOT REGISTERED WITH THE SECURITIES ADMINISTRATOR OF THE STATE OF MAINE.

THE SECURITIES OFFERED FOR SALE MAY BE RESTRICTED SECURITIES AND THE HOLDER MAY NOT BE ABLE TO RESELL THE SECURITIES UNLESS:

- (1) THE SECURITIES ARE REGISTERED UNDER STATE AND FEDERAL SECURITIES LAWS, OR
- (2) AN EXEMPTION IS AVAILABLE UNDER THOSE LAWS.



NOTICE TO MARYLAND RESIDENTS ONLY: IF YOU ARE A MARYLAND RESIDENT AND YOU ACCEPT AN OFFER TO PURCHASE THESE SECURITIES PURSUANT TO THIS MEMORANDUM, YOU ARE HEREBY ADVISED THAT THESE SECURITIES ARE BEING SOLD AS A TRANSACTION EXEMPT UNDER SECTION 11-602(9) OF THE MARYLAND SECURITIES ACT. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF MARYLAND. ALL INVESTORS SHOULD BE AWARE THAT THERE ARE CERTAIN RESTRICTIONS AS TO THE TRANSFERABILITY OF THE SECURITIES.

NOTICE TO MASSACHUSETTS RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MASSACHUSETTS UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THIS OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NOTICE TO MICHIGAN RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER SECTION 451.701 OF THE MICHIGAN UNIFORM SECURITIES ACT (THE ACT) AND MAY BE TRANSFERRED OR RESOLD BY RESIDENTS OF MICHIGAN ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THE ACT, OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTMENT IS SUITABLE IF IT DOES NOT EXCEED 10% OF THE INVESTOR'S NET WORTH.

NOTICE TO MINNESOTA RESIDENTS ONLY: THESE SECURITIES BEING OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER CHAPTER 80A OF THE MINNESOTA SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO REGISTRATION, OR AN EXEMPTION THEREFROM.

NOTICE TO MISSISSIPPI RESIDENTS ONLY: THE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE MISSISSIPPI SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE MISSISSIPPI SECRETARY OF STATE OR WITH THE SECURITIES AND EXCHANGE COMMISSION. NEITHER THE SECRETARY OF STATE NOR THE COMMISSION HAS PASSED UPON THE VALUE OF THESE SECURITIES OR APPROVED OR DISAPPROVED THIS OFFERING. THE SECRETARY OF STATE DOES NOT RECOMMEND THE PURCHASE OF THESE OR ANY OTHER SECURITIES. EACH PURCHASER OF THE SECURITIES MUST MEET CERTAIN SUITABILITY STANDARDS AND MUST BE ABLE TO BEAR AN ENTIRE LOSS OF THIS INVESTMENT. THE SECURITIES MAY NOT BE TRANSFERRED FOR A PERIOD OF ONE (1) YEAR EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE MISSISSIPPI SECURITIES ACT OR IN A TRANSACTION IN COMPLIANCE WITH THE MISSISSIPPI SECURITIES ACT.

NOTICE TO MISSOURI RESIDENTS ONLY: THE SECURITIES OFFERED HEREIN WILL BE SOLD TO, AND ACQUIRED BY, THE PURCHASER IN A TRANSACTION EXEMPT UNDER SECTION 4.G OF THE MISSOURI SECURITIES LAW OF 1953, AS AMENDED. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF MISSOURI. UNLESS THE SECURITIES ARE SO REGISTERED, THEY MAY NOT BE OFFERED FOR SALE OR RESOLD IN THE STATE OF MISSOURI, EXCEPT AS A SECURITY, OR IN A TRANSACTION EXEMPT UNDER SAID ACT.

NOTICE TO MONTANA RESIDENTS ONLY: IN ADDITION TO THE INVESTOR SUITABILITY



STANDARDS THAT ARE OTHERWISE APPLICABLE, ANY INVESTOR WHO IS A MONTANA RESIDENT MUST HAVE A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) IN EXCESS OF FIVE (5) TIMES THE AGGREGATE AMOUNT INVESTED BY SUCH INVESTOR IN THE SECURITIES.

NOTICE TO NEBRASKA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER CHAPTER 15 OF THE NEBRASKA SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO NEVADA RESIDENTS ONLY: IF ANY INVESTOR ACCEPTS ANY OFFER TO PURCHASE THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 49:3-60(b) OF THE NEVADA SECURITIES LAW. THE INVESTOR IS HEREBY ADVISED THAT THE ATTORNEY GENERAL OF THE STATE OF NEVADA HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING AND THE FILING OF THE OFFERING WITH THE BUREAU OF SECURITIES DOES NOT CONSTITUTE APPROVAL OF THE ISSUE, OR SALE THEREOF, BY THE BUREAU OF SECURITIES OR THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEVADA. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. NEVADA ALLOWS THE SALE OF SECURITIES TO 25 OR FEWER PURCHASERS IN THE STATE WITHOUT REGISTRATION. HOWEVER, CERTAIN CONDITIONS APPLY, I.E., THERE CAN BE NO GENERAL ADVERTISING OR SOLICITATION AND COMMISSIONS ARE LIMITED TO LICENSED BROKER- DEALERS. THIS EXEMPTION IS GENERALLY USED WHERE THE PROSPECTIVE INVESTOR IS ALREADY KNOWN AND HAS A PRE-EXISTING RELATIONSHIP WITH THE COMPANY. (SEE NRS 90.530.11.)

NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY: NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE UNDER THIS CHAPTER HAS BEEN FILED WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

NOTICE TO NEW JERSEY RESIDENTS ONLY: IF YOU ARE A NEW JERSEY RESIDENT AND YOU ACCEPT AN OFFER TO PURCHASE THESE SECURITIES PURSUANT TO THIS MEMORANDUM, YOU ARE HEREBY ADVISED THAT THIS MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.



NOTICE TO NEW MEXICO RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE NEW MEXICO DEPARTMENT OF BANKING NOR HAS THE SECURITIES DIVISION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO NEW YORK RESIDENTS ONLY: THIS DOCUMENT HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE COMPANY HAS TAKEN NO STEPS TO CREATE AN AFTERMARKET FOR THE SECURITIES OFFERED HEREIN AND HAS MADE NO ARRANGEMENTS WITH BROKERS OF OTHERS TO TRADE OR MAKE A MARKET IN THE SECURITIES. AT SOME TIME IN THE FUTURE, THE COMPANY MAY ATTEMPT TO ARRANGE FOR INTERESTED BROKERS TO TRADE OR MAKE A MARKET IN THE SECURITIES AND TO QUOTE THE SAME IN A PUBLISHED QUOTATION MEDIUM, HOWEVER, NO SUCH ARRANGEMENTS HAVE BEEN MADE AND THERE IS NO ASSURANCE THAT ANY BROKERS WILL EVER HAVE SUCH AN INTEREST IN THE SECURITIES OF THE COMPANY OR THAT THERE WILL EVER BE A MARKET THEREFORE.

NOTICE TO NORTH CAROLINA RESIDENTS ONLY: 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 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 ACCURACY OR DETERMINED ADEQUACY OF THIS DOCUMENT. REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO NORTH DAKOTA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO OHIO RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 107.03(2) OF THE OHIO SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO OKLAHOMA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED FOR SALE IN THE STATE OF OKLAHOMA IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION FOR PRIVATE OFFERINGS. ALTHOUGH A PRIOR FILING OF THIS MEMORANDUM AND THE



INFORMATION HAS BEEN MADE WITH THE OKLAHOMA SECURITIES COMMISSION, SUCH FILING IS PERMISSIVE ONLY AND DOES NOT CONSTITUTE AN APPROVAL, RECOMMENDATION OR ENDORSEMENT, AND IN NO SENSE IS TO BE REPRESENTED AS AN INDICATION OF THE INVESTMENT MERIT OF SUCH SECURITIES. ANY SUCH REPRESENTATION IS UNLAWFUL.

NOTICE TO OREGON RESIDENTS ONLY: THE SECURITIES OFFERED HAVE BEEN REGISTERED WITH THE CORPORATION COMMISSION OF THE STATE OF OREGON UNDER PROVISIONS OF OAR 815 DIVISION 36. THE INVESTOR IS ADVISED THAT THE COMMISSIONER HAS MADE ONLY A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT SINCE THE DOCUMENT IS NOT REQUIRED TO BE FILED WITH THE COMMISSIONER. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE COMPANY CREATING THE SECURITIES, AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

NOTICE TO PENNSYLVANIA RESIDENTS ONLY: EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY SECTION 203(d), DIRECTLY FROM THE ISSUER OR AFFILIATE OF THIS ISSUER, SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER, UNDERWRITER (IF ANY) OR ANY OTHER PERSON WITHIN TWO (2) BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO BINDING CONTRACT OF PURCHASE, WITHIN TWO (2) BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED. IF YOU HAVE ACCEPTED AN OFFER TO PURCHASE THESE SECURITIES MADE PURSUANT TO A PROSPECTUS WHICH CONTAINS A NOTICE EXPLAINING YOUR RIGHT TO WITHDRAW YOUR ACCEPTANCE PURSUANT TO SECTION 207(m) OF THE PENNSYLVANIA SECURITIES ACT OF 1972 (70 PS § 1-207(m)), YOU MAY ELECT, WITHIN TWO (2) BUSINESS DAYS AFTER THE FIRST TIME YOU HAVE RECEIVED THIS NOTICE AND A PROSPECTUS TO WITHDRAW FROM YOUR PURCHASE AGREEMENT AND RECEIVE A FULL REFUND OF ALL MONEYS PAID BY YOU. YOUR WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, YOU NEED ONLY SEND A LETTER OR TELEGRAM TO THE ISSUER (OR UNDERWRITER IF ONE IS LISTED ON THE FRONT PAGE OF THE PROSPECTUS) INDICATING YOUR INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED SECOND BUSINESS DAY. IF YOU ARE SENDING A LETTER, IT IS PRUDENT TO SEND IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO EVIDENCE THE TIME WHEN IT WAS MAILED. SHOULD YOU MAKE THIS REQUEST ORALLY, YOU SHOULD ASK WRITTEN CONFIRMATION THAT YOUR REQUEST HAS BEEN RECEIVED. NO SALE OF THE SECURITIES WILL BE MADE TO RESIDENTS OF THE STATE OF PENNSYLVANIA WHO ARE NON-ACCREDITED INVESTORS IF THE AMOUNT OF SUCH INVESTMENT IN THE SECURITIES WOULD EXCEED TWENTY (20%) OF SUCH INVESTOR'S NET WORTH (EXCLUDING PRINCIPAL RESIDENCE, FURNISHINGS THEREIN AND PERSONAL AUTOMOBILES). EACH PENNSYLVANIA RESIDENT MUST AGREE NOT TO SELL THESE SECURITIES FOR A PERIOD OF TWELVE (12)-monthS AFTER THE DATE OF PURCHASE, EXCEPT IN ACCORDANCE WITH WAIVERS ESTABLISHED BY RULE OR ORDER OF THE COMMISSION. THE SECURITIES HAVE BEEN ISSUED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENT OF THE PENNSYLVANIA SECURITIES ACT OF 1972. NO SUBSEQUENT RESALE OR OTHER DISPOSITION OF THE SECURITIES MAY BE MADE WITHIN



12-months FOLLOWING THEIR INITIAL SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION, EXCEPT IN ACCORDANCE WITH WAIVERS ESTABLISHED BY RULE OR ORDER OF THE COMMISSION, AND THEREAFTER ONLY PURSUANT TO AN EFFECTIVE REGISTRATION OR EXEMPTION.

NOTICE TO RHODE ISLAND RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE DEPARTMENT OF BUSINESS REGULATION OF THE STATE OF RHODE ISLAND NOR HAS THE DIRECTOR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO SOUTH CAROLINA RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE SOUTH CAROLINA UNIFORM SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE SOUTH CAROLINA SECURITIES COMMISSIONER. THE COMMISSIONER DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SECURITIES, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO SOUTH DAKOTA RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED FOR SALE IN THE STATE OF SOUTH DAKOTA PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SOUTH DAKOTA BLUE SKY LAW, CHAPTER 47-31, WITH THE DIRECTOR OF THE DIVISION OF SECURITIES OF THE DEPARTMENT OF COMMERCE AND REGULATION OF THE STATE OF SOUTH DAKOTA. THE EXEMPTION DOES NOT CONSTITUTE A FINDING THAT THIS MEMORANDUM IS TRUE, COMPLETE, AND NOT MISLEADING, NOR HAS THE DIRECTOR OF THE DIVISION OF SECURITIES PASSED IN ANY WAY UPON THE MERITS OF, RECOMMENDED, OR GIVEN APPROVAL TO THESE SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO TENNESSEE RESIDENT ONLY: 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 ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD. EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO UTAH RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE UTAH SECURITIES ACT. THE SECURITIES CANNOT BE TRANSFERRED OR SOLD EXCEPT IN TRANSACTIONS WHICH ARE EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.



NOTICE TO VERMONT RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE STATE OF VERMONT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO VIRGINIA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION UNDER SECTION 13.1-514 OF THE VIRGINIA SECURITIES ACT AND MAY NOT BE RE- OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO WASHINGTON RESIDENTS ONLY: THE ADMINISTRATOR OF SECURITIES HAS NOT REVIEWED THE OFFERING OR MEMORANDUM AND THE SECURITIES HAVE NOT BEEN REGISTERED IN RELIANCE UPON THE SECURITIES ACT OF WASHINGTON, CHAPTER 21.20 RCW, AND THEREFORE, CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER THE SECURITIES ACT OF WASHINGTON, CHAPTER 21.20 RCW, OR UNLESS AN EXEMPTION FROM REGISTRATION IS MADE AVAILABLE.

NOTICE TO WEST VIRGINIA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 15.06(b)(9) OF THE WEST VIRGINIA SECURITIES LAW AND MAY NOT BE RE OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO WISCONSIN RESIDENTS ONLY: IN ADDITION TO THE INVESTOR SUITABILITY STANDARDS THAT ARE OTHERWISE APPLICABLE, ANY INVESTOR WHO IS A WISCONSIN RESIDENT MUST HAVE A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) IN EXCESS OF THREE AND ONE-THIRD (3 1/3) TIMES THE AGGREGATE AMOUNT INVESTED BY SUCH INVESTOR IN THE SECURITIES OFFERED HEREIN.

FOR WYOMING RESIDENTS ONLY: ALL WYOMING RESIDENTS WHO SUBSCRIBE TO PURCHASE SECURITIES OFFERED BY THE COMPANY MUST SATISFY MINIMUM FINANCIAL SUITABILITY REQUIREMENTS IN ORDER TO PURCHASE SECURITIES.

During the course of the Offering and prior to any sale, each offeree of the Securities and their professional advisor(s), if any, are invited to ask questions regarding the terms and conditions of the Offering and to request any additional information necessary to verify the accuracy of the information provided herein. The Company shall make a reasonable effort to provide such information to the extent it is within the Company's possession or can be obtained without unreasonable effort or expense.

RISK FACTORS

AN INVESTMENT IN THE COMPANY INVOLVES SIGNIFICANT RISK AND IS SUITABLE ONLY FOR PERSONS WHO ARE CAPABLE OF BEARING THE RISKS, INCLUDING THE RISK OF LOSS OF A SUBSTANTIAL PART OR ALL OF THEIR INVESTMENT. CAREFUL CONSIDERATION OF THE FOLLOWING RISK FACTORS, AS WELL AS OTHER INFORMATION IN THIS MEMORANDUM, IS ADVISABLE PRIOR TO INVESTING. PROSPECTIVE INVESTORS SHOULD



READ ALL SECTIONS OF THIS MEMORANDUM AND ARE STRONGLY URGED AND EXPECTED TO CONSULT THEIR OWN LEGAL AND FINANCIAL ADVISERS BEFORE INVESTING IN THE UNITS.

DURATION OF INVESTMENT

An investment in these Units should be considered long-term in nature. Investors should be in a financial position to hold these Units for approximately four years; however, the Manager may elect to dissolve the Company at any time after the first 12-months.

Use of Funds: No minimum amount of proceeds is required to be raised before the Company may use the proceeds of this Offering.

No assurance can be given that all or any specific portion of Securities offered hereby will be sold. The description of “**Use of Proceeds**” set forth herein shows the proposed use of the net proceeds assuming the sale of all of the Securities offered hereby.

This is a Best Efforts Offering and the Company will only be able to manage the sourcing of inventory as Units are Sold.

The Company may conduct its initial closing of Units sold as soon as the Company has received funds from Units sold in the principal amount of \$500,000. However, there can be no assurance that all of the Units will be sold. As Units are sold, the Company will use all or a portion of the proceeds to purchase receivables. The Company’s success directly depends on, among other things, the amount and type of inventory sourced.

There is no minimum capitalization applicable to the offering.

The Company does not have a minimum capitalization, and it may use the proceeds from the issuance of the Units once the corresponding subscription agreements are accepted. The Company may only raise a minimum of capital, which could leave it with insufficient capital to implement its business plan effectively. There can be no assurance that alternative capital or financing would be available

Risk that offering exemptions are not available.

In making this Offering, the Company is relying upon the availability Rule 506 of Regulation D to exempt its offerings from registration under the Securities Act. If the private placement exemptions relied upon are not available to the Company and/or its Manager for any reason, the Company and its Manager may be required to offer to the investors the right to rescind their purchase of the Units, which could have a material adverse effect on the Company, its business, and its financial condition. There is also no assurance that the Company and/or its Manager would have adequate funds to repay its Members if rescission were required. Any related litigation with the Securities and Exchange Commission or other state, Federal or local agencies or parties would also have a material adverse impact on the Company.

There is no assurance that the Company will be profitable.

There is no assurance as to whether the Company will be profitable, or collect any specific sum of money or any minimum amount of money in order to be able to return any investment funds to the



Investors, to make cash distributions or to meet its operating expenses.

There is no assurance that the Company will generate immediate revenues.

The Company anticipates that it will incur expenses relating to the Offering. The Company may not operate at a profit if it does not issue a sufficient number of Units to cover all of the Start Up Costs or if the Company does not collect a sufficient amount from inventory sourced. There is no assurance that the amount of collections from sourced inventory will be sufficient to pay the target of 18% return to each Investor. Furthermore, no assurance can be made that an Investor will not lose his or her entire investment.

The Company is entirely dependent on its Manager and the Vendors hired by the Company.

The Company's Manager, acting on guidance from specialized vendors hired for identifying, managing, and optimizing Amazon FBA sales, holds exclusive authority over the Company's inventory decisions, including purchases and day-to-day operations. These vendors are responsible for executing strategies aimed at maximizing sales and profitability on the Amazon FBA platform. Members are not granted any rights or powers to intervene in the management or operational decisions concerning Amazon FBA sales. As a result, the Company's foreseeable success in this venture is largely dependent on the expertise and advice provided by these specialized vendors.

The Company may not achieve its goals and objectives.

All investments in the Company risk the loss of capital. While the Company's Manager believes that its vendors' experience and relationships will moderate this risk to some degree, no representation is made that the Company's investment strategy will be successful.

The Company may become subject to litigation.

There are many risks to sourcing inventory. There is no assurance that the Company's Members will not lose their entire investment in the Company as a result of unforeseen litigation.

The Company will indemnify its Manager.

The Company's Operating Agreement provides that the Company will, within the limits of capital contributions and retained assets, hold its Manager and its principals harmless against certain claims arising from the Company activities, other than losses or damages incurred by it as a result of its gross negligence, fraud or bad faith. If the Company were called upon to perform under its indemnification agreements, then the portion of its assets expended for such purpose would reduce the amount otherwise available for the implementation of its business plan, or for distributions to its Members.

The Company may face adverse tax consequences.

While the Company is advised in tax matters by its accountants, the Internal Revenue Service (the "IRS") may not accept the tax positions taken by the Company.

Considerations for ERISA investors.

Most pension or profit-sharing plans, individual retirement accounts and tax-advantaged retirement funds are subject to provisions of the Code, the Employee Retirement Income Security Act of 1974 ("ERISA"), or both, which may be relevant to a decision as to whether such plans should invest in the Company. There may, for example, be issues as to whether such an investment is "prudent" or a "prohibited transaction." An investment in the Company may result in "unrelated business income." Legal counsel should be consulted by such a retirement the Company before

investing in the Company. (See “ERISA CONSIDERATIONS” on page 91).

Vendors May Fail to Perform.

There is a risk that one or more vendors may fail to perform their duties and responsibilities as required under their respective agreements with the Company, or they make one or more errors in connection with their services, in which case the quality of, amount of and marketability of the inventory could be adversely affected, resulting in a reduction in the amount of revenue and profit ultimately collected

There is a risk that the Company's vendors will be unable to identify inventory that will be profitable and or marketable on the Amazon FBA platform as described in this Memorandum. The Company, however, based on the experience of the vendors in the industry, is comfortable that it will be able to find a suitable amount of profitable inventory to fulfill its obligations in this Memorandum.

Reserves Are Insufficient including inadequate reserves for redemption of Units.

It is possible that the Company incurs unanticipated expenses that exceed the available amount of the Start Up Costs that are held as a reserve to cover current and anticipated expenses of the Company. Such unanticipated expenses could include legal fees and costs in connection with a lawsuit, such as a lawsuit with a seller or vendor, or the funds needed to retain a vendor if the initial vendors hired by the Company fail to perform or have to be terminated due to material breach that is not cured as provided for in the applicable vendor agreement with the Company. The operating agreement for the Company provides that the Company can borrow money if it needs additional funds to pay for expenses, but there is a risk that the Company is unable to borrow money with acceptable terms in which case the Company would not be able to operate or enforce its rights or pay its expenses and which would adversely affect the Company's profitability. There is also a risk that the Company will have insufficient cash reserves to redeem the Units of a Member notwithstanding that Member's right to seek redemption of their Units as provided for in the Operating Agreement and this Memorandum. There is also a risk that several members at the same or close to the same time seek to redeem their Units to the extent permitted in the Operating Agreement such case the Company would be unable to redeem most of the Units that are the subject of the redemption requests.

Seller May Breach the Agreement.

Investors should be aware that one of the inherent risks in our Amazon FBA venture is the possibility of inventory sellers breaching contractual agreements. Such breaches could manifest in various ways, including but not limited to, failure to deliver inventory as promised, supplying inventory that does not meet quality standards, or violating exclusivity clauses. Any of these scenarios could have a detrimental impact on our sales performance, operational flow, and overall profitability. As these agreements form the backbone of our inventory sourcing strategy, their integrity is crucial to the continued success and stability of our Amazon FBA operations.

There are overall transaction risks, and the future performance of this investment is not known at this time or at the time when the Investor makes an investment.

Despite our best efforts in the design and implementation of an investment program, there can be no assurance that the transactions contemplated in this Memorandum will perform as anticipated. It is a desirable goal to minimize, to the extent reasonably possible, risks relating to making a purchase that is repaid solely from the collections through sourced inventory with the understanding that it is not possible to determine in advance either the exact time or amount that

will be ultimately collected. In addition, no assurance can be given that the amount collected from any inventory sourced will occur in accordance with projections, and any such inventory sourced may decline in value due to various circumstances, including, without limitation, changes in applicable laws, rules or regulations. Consequently, there is no assurance that we will realize a positive return on investment and these types of investments are subject to considerable risks and not suitable for all Investors.

Reorient Funds To Another Internet Based Platform.

In the event that Amazon's platform and / or the Fulfilled by Amazon structure no longer serves the best interest of the Investor, NBTA ECOM FUND 1, LLC has the right to reorient funds into another internet based platform.

We rely on information provided to us from third parties in making purchase and operational decisions.

Decisions on inventory sourcing for Amazon FBA (Fulfillment by Amazon) should be made carefully, taking into account various factors that can affect profitability, inventory turnover, and overall business sustainability. Here are some key considerations:

Market Research and Demand Forecasting

Consumer Demand: Analyze market trends to determine which products are in demand. Tools like Google Trends, Amazon Best Sellers, and specialized software can provide valuable insights.
Seasonal Trends: Some products may have higher demand during certain seasons. Always consider seasonality when making sourcing decisions.

Cost and Profit Margins

Cost of Goods: Know the cost of sourcing each product and how it affects your pricing strategy.
Freight and Logistics Costs: Include shipping, customs, and other logistics-related costs to get an accurate picture of your overall expenses.
Amazon Fees: Take into account Amazon's fulfillment and-monthly storage fees, along with any other service charges.

Supplier Reliability

Quality: Ensure that the products meet or exceed quality standards. Low-quality items can lead to bad reviews and eventually account suspension.
Lead Time: Know how long it will take for your supplier to deliver the inventory to the Amazon FBA center.
Minimum Order Quantity: Be aware of the minimum number of units that you must purchase when sourcing products.

Competition Analysis

Number of Sellers: Check how many other businesses are selling the same or similar products.
Pricing Strategy: Look at the price range for the products you are considering. Determine whether you can offer competitive pricing while maintaining reasonable profit margins.

Legal and Compliance

Intellectual Property: Make sure that the products you are sourcing do not violate any intellectual property laws.
Regulations and Compliance: Ensure that your products meet all regulatory standards, including safety requirements and import/export regulations.



Scalability

Volume Discounts: As your business grows, you may benefit from volume discounts from suppliers. Factor this into your long-term sourcing decisions.

Diversification: Don't put all your eggs in one basket. It's generally a good idea to diversify the range of products you offer to mitigate risks.

Flexibility and Risk Management

Inventory Turnover: Strive for a balanced inventory that neither sits too long (increasing holding costs) nor turns over too quickly (leading to stock-outs).

Contingency Planning: Have a backup plan in case a supplier fails to deliver, or there are sudden changes in demand or market conditions.

Various factors could affect the accuracy of our financial projections.

Investors should be cognizant that our financial projections are not guarantees of future performance and are subject to a wide range of variables that could impact their accuracy. Factors such as market volatility, shifts in consumer demand, regulatory changes, and supply chain disruptions can significantly influence actual outcomes. Additionally, unforeseen circumstances like technological advancements, competitive market entries, or global economic conditions can also affect projections. These multiple layers of uncertainty underscore the need for caution when considering our financial estimates, emphasizing that they are speculative in nature and should not be solely relied upon for investment decisions.

Financial projections provided may prove inaccurate.

Financial projections concerning the estimated amount collected from purchases and when such amounts will be collected are based on certain assumptions which may prove to be inaccurate and which are subject to future conditions which may be beyond the control of the Manager, such as changes in laws, rules or regulations or insolvency of an insurance company payor or other events, some of which are described in this Memorandum. There is no assurance that the results that may be illustrated in financial projections would in fact be realized by the Company.

The resignation or termination of service providers could result in delays in collecting on or disposing of inventory sourced.

In the event certain service providers (i.e. described as vendors in this Memorandum) were to resign, be terminated due to breach of their agreement with the Company or otherwise cease or fail to perform their services, we would not have the benefit of their involvement to service the inventory sourced and advise on the management thereof, including advice on disposing of any inventory sourced during the duration of this transaction until their successors are appointed. Any replacement would need to have substantial experience and skills related to the administration, servicing and collection of the inventory sourced and such replacement vendor would not be readily accessible. In addition, the Company does not have the cash reserves to hire new vendors if a vendor had to be replaced and the Company may have to file a lawsuit against a breaching vendor to recover the fees paid to such vendor from the funds raised herein in exchange for such vendor's contractual obligations to bill, collect, service and administer the inventory sourced for the duration of the purchase.

There is a lack of investment diversification.

Investors should be aware that a lack of investment diversification poses a significant risk to the financial stability and potential returns of our venture. By focusing heavily on a single market or

asset class, such as Amazon FBA inventory, the Company becomes highly susceptible to market-specific fluctuations, economic downturns, and regulatory changes within that domain. This concentration can exacerbate losses and limit opportunities for gains, putting additional pressure on the performance of the existing investments. Therefore, the lack of diversification should be considered a crucial factor when evaluating the risk profile of your investment in the Company.

Market Risk

Investing in the Fund exposes investors to the volatile e-commerce marketplace. The Fund's investments in sourcing products and selling them on Amazon FBA may suffer from market downturns, causing potential financial loss.

Regulatory Risks

E-commerce platforms like Amazon are subject to a myriad of regulations, including, but not limited to, consumer protection laws, intellectual property laws, and tax obligations. Changes in these regulations can significantly impact the Fund's performance.

Amazon Policy Changes

Amazon may change its terms of service, FBA fees, or other policies without prior notice. Such changes could adversely affect the Fund's profitability and operational strategies.

Supply Chain Risks

The Fund's business model relies heavily on suppliers for product sourcing. Interruptions, delays, or failures in the supply chain could impact product availability, thereby affecting the Fund's financial performance.

Competition Risk

The e-commerce marketplace is highly competitive. New sellers entering the market, or existing competitors optimizing their operations, could erode the Fund's market share and profitability.

Intellectual Property Risk

The Fund's business model may expose it to risks of infringement of third-party intellectual property rights, which could result in legal actions, fines, or an inability to sell certain products.

Currency and Exchange Risk

The Fund may source products internationally, exposing it to risks related to fluctuating foreign exchange rates, which could adversely affect investment returns.

Credit Risk

The Fund may extend credit to suppliers or hold receivables from Amazon or other parties, exposing investors to the risk of default.

Taxation Risks

E-commerce often involves complex tax structures and obligations. Any change in tax law or a failure to comply with tax obligations could result in penalties, thereby impacting the Fund's performance.

Limited Operating History

The Fund may have a limited operating history, making it difficult for investors to evaluate its future performance.

Technology Risks

The Fund relies on various technologies for its operations. Cybersecurity breaches, technology malfunctions, or failures to update technology can adversely affect the Fund's performance.

Illiquidity Risk

There may be limitations on the ability of investors to redeem their investments in a timely manner, causing financial inconvenience or loss.

Management Risks

Poor strategic decisions or management actions could impact the Fund's profitability and thus the return on investment for investors.

Conflicts of Interest

The Fund's managers or advisors may have other business interests that could create conflicts of interest, potentially influencing the Fund's performance.

Fraud

Although we will conduct through our vendors certain diligence in advance of making the purchase, there is a risk that the seller (or related provider) will be defrauded. Among other types of fraud that may exist, a vendor may misrepresent the inventory sourced. Also, the vendor may fraudulently categorize the inventory sourced to collect a larger payment. If we are subject to such fraud, the amount of sales we achieve may be adversely affected.

Manager Not Required to Devote Full-Time to the Business of the Company

The Manager is not required to devote his full time to the Company's affairs, but only such time as the affairs of the Company may reasonably require.

Transferability of Interests

Investors should expect to bear the economic risk of their investment in us for an indefinite period. Units may be sold, assigned, exchanged or otherwise transferred only in compliance with the terms of the Operating Agreement, a copy of which is set forth in Exhibit B. An Investor may not transfer his Units without meeting certain conditions. There will be no secondary market for the Units. Furthermore, Units are not permitted to be used as collateral for a purchase. An Investor must sign the Subscription Agreement in the form attached as Exhibit A, under which the Investor will agree to be bound, as a Member, by the terms of the Operating Agreement.

Compliance with Securities Laws

The Units have not been registered under the Securities Act or the securities laws of any state in reliance on exemptions from registration which are provided in such laws. There is no assurance that the Company or the Units presently qualify or will continue to qualify under such exemptions because of, among other things, failure to satisfy all conditions to the availability of such exemptions, the adequacy of disclosure, the manner in which the Units are offered or sold or the retroactive change or interpretation of any securities laws. If and to the extent suits for rescission were brought against us and successfully concluded for failure to register this Offering or for acts or omission constituting certain prohibited practices under the Securities Exchange Act of 1934,



as amended (the “Exchange Act”), our capital and assets could be adversely affected, thus jeopardizing our ability to operate successfully.

Suitability Requirements

Units are being offered hereby only to persons who meet certain suitability requirements set forth herein. The fact that a prospective Investor meets the suitability requirements established by us for this Offering does not necessarily mean that an investment in us is a suitable investment for that Investor. Each prospective Investor should consult with his own professional advisers before investing in us. See “Who May Invest” on page 44.

Determination of Offering Price.

The Offering price of the Units has been arbitrarily determined by us. No assurance can be given that a Unit, if transferable, could be sold for the Offering price or for any amount.

If we are deemed to be an investment company under the Investment Company Act, we may be required to institute burdensome compliance requirements and our activities may be restricted.

If we are deemed to be an investment company under the Investment Company Act, our activities may be restricted, including (i) restrictions on the nature of our investments; and (ii) restrictions on the issuance of securities, each of which may make it difficult for us to complete a business combination. In addition, we may have imposed upon us burdensome requirements, including (i) registration as an investment company; (ii) adoption of a specific form of corporate structure; and (iii) reporting, record keeping, voting, proxy and disclosure requirements and other rules and regulations. We do not believe that our anticipated principal activities will subject us to the Investment Company Act. If we were deemed to be subject to the Investment Company Act, compliance with these additional regulatory burdens would require additional expenses for which we have not allotted the Company and may hinder our ability to consummate a business Combination.

We may use the proceeds of this offering to pay for our out of pocket Start Up Costs as described above even if we fail to raise sufficient funds through this Offering and this means you may lose your entire investment.

Any funds raised in this offering may be used immediately for our incurred expenses, even if we are later unable to complete our business plan to the Company the contemplated purchase in an amount that will return your principal. If this occurs, you may not receive your entire investment back because either we have used it to pay for offering costs or we have decided to liquidate, and, under the terms of our Operating Agreement, we are required to pay for other debts and liabilities of the company. You may lose your entire investment.

We have placed significant restrictions on transferability of the Units, limiting an Investor’s ability to withdraw from the Company.

The Units are subject to substantial transfer restrictions pursuant to our Operating Agreement and tax and securities laws. Our Operating Agreement provides Units may not be transferred except by operation of law, under limited circumstances set forth in our Operating Agreement or with our consent. This means that you will not be able to easily liquidate your investment and you may have to assume the risks of investments in us for an indefinite period of time.



Because our Manager will make all management decisions, you should only purchase the Units if you are comfortable entrusting our Manager to make all decisions that will be financed with the proceeds of this Offering.

Except as otherwise set forth in our Operating Agreement, our Manager will have the sole right to make all decisions with respect to our management. Investors will not have an opportunity to evaluate the specific operations that will be financed with the proceeds of this Offering or with future operating income. You should not purchase Units unless you are willing to entrust all aspects of our management to our Manager.

INVESTORS ARE NOT TO CONSTRUE THIS MEMORANDUM AS CONSTITUTING LEGAL OR TAX ADVICE. BEFORE MAKING ANY DECISION TO INVEST IN US, INVESTORS SHOULD READ THIS ENTIRE PROSPECTUS, INCLUDING ALL OF ITS EXHIBITS, AND CONSULT WITH THEIR OWN INVESTMENT, LEGAL, TAX AND OTHER PROFESSIONAL ADVISORS. AN INVESTOR SHOULD BE AWARE THAT WE WILL ASSERT THAT THE INVESTOR CONSENTED TO THE RISKS AND THE CONFLICTS OF INTEREST DESCRIBED OR INHERENT IN THIS MEMORANDUM IF THE INVESTOR BRINGS A CLAIM AGAINST US OR ANY OF OUR MANAGERS, OFFICERS, MANAGER, EMPLOYEES, ADVISORS, AGENTS, OR REPRESENTATIVES.

No Arms-Length Negotiation; Investors Not Represented by Counsel for the Company

Neither the Operating Agreement nor any of the agreements, contracts and arrangements between the Company and the Manager were or will be the result of arm's-length negotiations. The attorneys, accountants and others who have performed services for the Manager in connection with this Offering, and who will perform services for the Manager in the future, have been and will be selected by the Manager. No independent counsel has been retained to represent Investors' interests, or the interests of the Company, and the Agreement has not been reviewed by any attorney on the Investors' behalf. Each prospective Investor should consult its own counsel as to the terms and provisions of the Agreement, this Memorandum and all Exhibits hereto.

Federal Income Tax Risks

THE COMPANY HAS NOT OBTAINED A LEGAL OPINION CONCERNING THE TAX IMPLICATIONS OF AN INVESTMENT IN THE COMPANY. Investors are "accredited" or up to 35 "non-accredited" as defined in federal law and are therefore presumed to have access to needed legal and tax advice. Prospective purchasers of Units must consult their own tax advisors as to their own tax situation prior to investment in the Company. The cost of such consultation could, depending on the amount thereof, materially increase the cost of investment in the Company and decrease any anticipated yield on the investment. A number of changes in the tax laws have been made and/or are under consideration, and such professional consultation is essential.

Risk of Audit

The Company's Federal tax returns may be audited by the IRS. Such audit may result in the challenge and disallowance of some of the deductions or increase in the taxable income described in such returns. No assurance or warranty of any kind can be made with respect to the deductibility or taxability of any such items in the event of either an audit or any litigation resulting from an audit. In particular, the IRS could challenge the Company's allocation of return of capital and income with respect to cash collections from Inventory Sourcing Management.



ERISA Considerations

General

The Employee Retirement Income Security Act of 1974 ("ERISA") contains strict fiduciary responsibility rules governing the actions of "fiduciaries" of employee benefit plans. It is anticipated that some Investors will be corporate pension or profit-sharing plans, or other employee benefit plans that are subject to ERISA. In any such case, the person making the investment decision concerning the purchase of Units will be a "fiduciary" of such a plan and will be required to conform to ERISA's fiduciary responsibility rules.

DUE TO THE COMPLEX NATURE OF ERISA, EACH PROSPECTIVE INVESTOR IS URGED TO CONSULT HIS, HER, OR ITS OWN TAX ADVISOR OR PENSION CONSULTANT TO DETERMINE THE APPLICATION OF ERISA TO HIS, HER, OR ITS PROSPECTIVE INVESTMENT.

Prudent Man Standard

Persons making investment decisions for employee benefit plans (i.e., "fiduciaries") must discharge their duties with the care, skill and prudence which a prudent man familiar with such matters would exercise in like circumstances. Fiduciaries should also carefully consider the possibility and consequences of unrelated business taxable income (See "Income Tax Considerations" on page 51), as well as the percentage of plan assets which will be invested in the Company insofar as the diversification requirements of ERISA are concerned. An investment in the Company is non-liquid, and fiduciaries must not rely on an ability to convert an investment in the Company into cash in order to meet liabilities to plan participants who may be entitled to distributions.

FAILURE TO CONFORM TO THE PRUDENT MAN STANDARD MAY EXPOSE A FIDUCIARY TO PERSONAL LIABILITY FOR ANY RESULTING LOSSES.

Annual Valuation

Fiduciaries of plans subject to ERISA are required to determine annually the fair market value of the assets of such plans as of the close of any such plan's fiscal year. The Manager will provide annually upon the written request of a Member an estimate of the value of the Membership Interests based upon, among other things, the outstanding inventory sourced by the Company; however, it may not be possible to value the Units adequately from year to year, because there may be no market for them.

Certain Regulatory Matters

Investment Company Act of 1940. We anticipate that we will be exempt from the provisions of the Investment Company Act.

Anti-Money Laundering Requirements. In response to increased regulatory concerns with respect to the sources of the Company used in investments and other activities, we will request prospective Investors to provide additional documentation verifying, among other things, such prospective Investor's identity and source of the Company used to purchase the Units. We may decline to accept a subscription if this information is not provided or based on such information that is provided. We may make requests for additional documentation at any time. We may be required to provide this information, or report the failure to comply with such requests, to governmental authorities, in certain circumstances without notifying the prospective Investors that the information has been provided. We will take such steps as we determine may be necessary to comply with applicable law, regulations, orders, directives or special measures that may be required by government regulators. Governmental authorities are continuing to consider

appropriate measures to implement anti-money laundering laws, and at this point it is unclear what steps we may be required to take; however, these steps may include depositing distributions to which such prospective Investors would otherwise be entitled into an escrow account, and/or causing the withdrawal of such prospective Investors from the Offering.

The PATRIOT and Related Acts. Units may not be offered, sold, transferred or delivered, directly or indirectly, to any "Unacceptable Investor". An Unacceptable Investor means any person who is a: (a) person or entity who is a "designated national", "specially designated national", "specially designated terrorist", "specially designated global terrorist", "foreign terrorist organization" or "blocked person" within the definitions set forth in the Regulations of the United States Treasury Department; (b) person acting on behalf of, or an entity owned or controlled by, any government against whom the United States maintains economic sanctions or embargoes under the Regulations of the United States Treasury Department; (c) person or entity who is within the scope of Executive Order 13224 – Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, effective November 24, 2001; (d) person or entity subject to additional restrictions imposed by the following statutes or Regulations and Executive Orders issued thereunder: the Trading with the Enemy Act, the National Emergencies Act, the Anti-terrorism and Effective Death Penalty Act of 1996, the International Emergency Economic Powers Act, the United Nations Participation Act, the International Security and Development Cooperation Act, the Nuclear Proliferation Prevention Act of 1994, the Foreign Narcotics Kingpin Designation Act, the Iran and Libya Sanctions Act of 1996, the Cuban Democracy Act, the Cuban Liberty and Democratic Solidarity Act and the Foreign Operations, Export Financing and Related Programs Appropriations Act, or any other law of similar import as to any non-U.S. Country, as each such Act or law has been or may be amended, adjusted, modified or reviewed from time to time; or (e) person or entity designated or blocked, associated or involved in terrorism, or subject to restrictions under laws, regulations or executive orders as may apply in the future similar to those set forth above.

Restrictions Imposed by the USA PATRIOT Act; Foreign Investors Investor Identification Program

To help the government fight the funding of terrorism and money laundering activities, Federal law requires the Manager to obtain, verify, and record information that identifies each Person who subscribes to this Offering. What this means for you: When you subscribe to this Offering, the Manager may ask for your name, address, date of birth, state and country of residence, and other information that will allow them to identify you (and every Investor whom your funds represent). The Manager may also ask to see your driver's license or other government-issued identifying documents. If you are a non-US Person (i.e., someone who is not a U.S. citizen, a U.S. resident alien, or a person living in the U.S. at the time of Subscription), additional identification information issued by your country of residence will be required. If you are unable or unwilling to provide all of the requested information, the Manager may deny your Subscription to this Offering. Foreign Investors (i.e., non U.S. Persons) should inquire of the Manager for a complete list of identifying information that will be required specifically of them. Additionally, foreign Investors may be required to complete a supplemental Offeree Questionnaire and/or Subscription Agreement.

Conflicts of Interest

The Manager and its affiliates may engage, for their own account, or for the account of others, in other business ventures similar to that of the Company or otherwise, and neither the Company nor any Investor shall be entitled to any interest therein.

THE FOREGOING SPECIAL CONSIDERATIONS DO NOT PURPORT TO BE A COMPLETE



EXPLANATION OF THE RISKS INVOLVED IN THIS OFFERING. PROSPECTIVE INVESTORS SHOULD READ THE ENTIRE MEMORANDUM BEFORE DETERMINING TO INVEST IN THE COMPANY.

THE COMPANY MAKES THE STATEMENTS IN THIS CONFIDENTIAL ACCREDITED INVESTOR PACKAGE AS OF THE DATE HEREOF, UNLESS STATED OTHERWISE. NEITHER THE DELIVERY OF THIS CONFIDENTIAL ACCREDITED INVESTOR PACKAGE, NOR ANY SALE MADE HEREUNDER AS OF A DATE AFTER THE DATE OF THIS CONFIDENTIAL ACCREDITED INVESTOR PACKAGE (OR THE LATEST AMENDMENT OR SUPPLEMENT HERETO), SHALL CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN OR THE AFFAIRS OF THE COMPANY HAVE NOT CHANGED SINCE THE DATE HEREOF (OR OF THE LATEST AMENDMENT OR SUPPLEMENT) OR THAT SUCH INFORMATION IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

Confidentiality And Related Matters

Each recipient hereof agrees by accepting this Memorandum that the information contained herein is of a confidential nature and that such recipient will treat such information in a strictly confidential manner and that such recipient will not, directly, or indirectly, disclose or permit its affiliates or representatives to disclose, any information to any other person or entity, or reproduce such information, in whole or in part, without the prior written consent of the Company. Each recipient of this Memorandum further agrees to use the information solely for the purpose of analyzing the desirability of an investment in the Company to such recipient and for no other purpose whatsoever.

Notice Regarding Forward-Looking Statements

Certain of the statements set forth in this Memorandum and the Exhibits attached hereto 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 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, those risks described herein. Therefore, prospective Investors are cautioned that there also can be no assurance that the forward looking statements included in this Memorandum will prove to be accurate. In light of 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 the Company or any other person that the objectives and plans of the Company will be achieved in any specified time frame, if at all. Except to the extent required by applicable laws or rules, the Company does not undertake any obligation to update any forward-looking statements or to announce revisions to any of the forward-looking statements.

Additional Information

Representatives of the Company are available at our principal office at: 120 Newport Center Dr, Suite 40, Newport Beach, CA, 92660 to discuss and answer questions concerning this Memorandum and the terms and conditions of this offering and to provide any additional information which the Company possesses or can acquire without unreasonable effort or expense that is necessary to verify the accuracy of the information set forth herein and in the Exhibits hereto.



Investor Portal Data Center Additional Information

The safeguards that are used to protect the server at the data center include:

- Physical security, restricted staff access, fire detection and suppression.
- Power redundancy, communications redundancy, climate and temperature control.
- Monitored electrical, mechanical, and server life support systems.
- Storage device decommissioning to DoD 5220.22-M ("National Industrial Security Program Operating Manual ") or NIST 800-88 ("Guidelines for Media Sanitization") standards.

Summary

The preceding summary is qualified in its entirety by the detailed information appearing elsewhere in this Memorandum. Although the Memorandum may provide potential Investors with some references to subject headings, the information appearing under those headings is not necessarily a complete or exclusive discussion or description of that subject. References in this Memorandum to the "Company," "we," "us" and "our" are to NBTA. An investment in the securities offered hereby involves a high degree of risk. Prospective Investors are urged to read this Memorandum carefully in its entirety including the section entitled "Risk Factors," and the exhibits attached hereto.

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