Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 Filing Fee: $300	**Certificate of Formation** **Limited Liability Company**	**Filed in the Office of the** **Secretary of State of Texas** **Filing #: 803978574 3/17/2021** **Document #: 1035312120002** **Image Generated Electronically** **for Web Filing**

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Nanban Ventures LLC

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Manivannan Shanmugam

C. The business address of the registered agent and the registered office address is:

Street Address:
5951 Trantina Ln Frisco TX 75035-75035

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☑ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: (Business Name) **Preeti Mani, LLC**

Address: **5951 Trantina LN Frisco TX, USA 75035**

Manager 2: (Business Name) **ViSa Vel, LLC**

Address: **8619 Calvin Rd IRVING TX, USA 75063-75063**

Manager 3: (Business Name) **HKGK, LLC**

Address: **157 Adelaide Street West5941 Matterhorn Dr. Frisco TX, USA 75035**

Manager 4: (Business Name) **CANADAPRISTINE INC**

Address: **157 Adelaide Street West Suite 141 Toronto ON, CAN M5H 4E7-M5H 4E**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Manivannan Shanmugam **5951 Trantina Ln, Frisco, TX 75035**

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Manivannan Shanmugam

Signature of Organizer

FILING OFFICE COPY

EXHIBIT 2

Filing#:803857905 Document#:1012409860002 Filed On 12/9/2020 received by Upload

Form 205 **(Revised 05/11)** Submit in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512 463-5709 **Filing Fee: $300**	THE STATE OF TEXAS **Certificate of Formation** **Limited Liability Company**	This space reserved for office use.

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

PREETHI MANI, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Manivannan		Shanmugam	
First Name	*M.I.*	*Last Name*	*Suffix*

C. The business address of the registered agent and the registered office address is:

5951 Trantina LN	Frisco	TX	75035
Street Address	*City*	*State*	*Zip Code*

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☒ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☐ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

Manivannan		Shanmugam	
First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Organization Name

ADDRESS

5951 Trantina LN	Frisco	TX	USA	75035
Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

EXHIBIT
2

GOVERNING PERSON 2

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

Preethi		Gurunathan	
First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Organization Name

ADDRESS

5951 Trantina LN	Frisco	TX	USA	75035
Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

GOVERNING PERSON 3

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Organization Name

ADDRESS

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer:

Manivannan Shanmugam
Name

5951 Trantina LN	Frisco	TX	75035
Street or Mailing Address	*City*	*State*	*Zip Code*

Effectiveness of Filing (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: ____________________

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: ____________________

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 12/8/2020

Signature of organizer

Manivannan Shanmugam
Printed or typed name of organizer

EXHIBIT 3

Filing#:803856661 Document#:1012072270003 Filed On 12/8/2020 received by Upload

Form 205
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: $300

This space reserved for office use.

Certificate of Formation
Limited Liability Company

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

HKGK, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

First Name	M.I.	Last Name	Suffix
Gopala		Krishnan	

C. The business address of the registered agent and the registered office address is:

Street Address	City	State	Zip Code
5941 Matterhorn Dr.	Frisco	TX	75035

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☒ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☐ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	M.I.	Last Name	Suffix
Gopala		Krishnan	

OR

IF ORGANIZATION

Organization Name

ADDRESS

Street or Mailing Address	City	State	Country	Zip Code
5941 Matterhorn Dr	Frisco	TX	USA	75035

EXHIBIT
3

GOVERNING PERSON 2

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

Hema		Krishnan	
First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Organization Name

ADDRESS

5941 Matterhorn Dr	Frisco	TX	USA	75035
Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

GOVERNING PERSON 3

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name *M.I.* *Last Name* *Suffix*

OR

IF ORGANIZATION

Organization Name

ADDRESS

Street or Mailing Address *City* *State* *Country* *Zip Code*

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer:

Gopala Krishnan
Name

5941 Matterhorn Dr	Frisco	TX	75035
Street or Mailing Address	*City*	*State*	*Zip Code*

Effectiveness of Filing (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: ______________________

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: ______________________

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 12/8/2020

Gopala Krishnan
Signature of organizer

Gopala Krishnan
Printed or typed name of organizer

EXHIBIT 4

Filing#:803857909 Document#:1012409860004 Filed On 12/9/2020 received by Upload

Form 205
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: $300

This space reserved for office use.

Certificate of Formation
Limited Liability Company

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

ViSa Vel, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

First Name	M.I.	Last Name	Suffix
Sakthivel		Palani Gounder	

C. The business address of the registered agent and the registered office address is:

Street Address	City	State	Zip Code
8619 Calvin Rd	Irving	TX	75063

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☒ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☐ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	M.I.	Last Name	Suffix
Sakthivel		Palani Gounder	

OR

IF ORGANIZATION

Organization Name

ADDRESS

Street or Mailing Address	City	State	Country	Zip Code
8619 Calvin Rd	Irving	TX	USA	75063

EXHIBIT
4

GOVERNING PERSON 2

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

Vidhya		Rasu	
First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Organization Name

ADDRESS

8619 Calvin Rd	Irving	TX	USA	75063
Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

GOVERNING PERSON 3

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name *M.I.* *Last Name* *Suffix*

OR

IF ORGANIZATION

Organization Name

ADDRESS

Street or Mailing Address *City* *State* *Country* *Zip Code*

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer:

Sakthivel Palani Gounder
Name

8619 Calvin Rd	Irving	TX	75063
Street or Mailing Address	*City*	*State*	*Zip Code*

Effectiveness of Filing (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: ____________________

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: ____________________

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 12/9/2020

Signature of organizer

Sakthivel Palani Gounder
Printed or typed name of organizer

EXHIBIT 5

Filing#:804376889 Document#:1106468510002 Filed On 12/29/2021 received by Upload

Form 205
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: $300

Certificate of Formation
Limited Liability Company

This space reserved for office use.

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Centum FinTech LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Manivannan		Shanmugam	
First Name	*M.I.*	*Last Name*	*Suffix*

C. The business address of the registered agent and the registered office address is:

5850 Granite Parkway, Suite 210	Plano	TX	75024
Street Address	*City*	*State*	*Zip Code*

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☑ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☐ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

HKGK LLC

Organization Name

ADDRESS

5850 Granite Parkway, Suite 210	Plano	TX	USA	75024
Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

EXHIBIT
5

GOVERNING PERSON 2						
NAME (Enter the name of either an individual or an organization, but not both.)						
IF INDIVIDUAL						
First Name	*M.I.*	*Last Name*				*Suffix*
OR						
IF ORGANIZATION						
Preeti Mani, LLC						
Organization Name						
ADDRESS						
5850 Granite Parkway, Suite 210		Plano	TX	USA	75024	
Street or Mailing Address		*City*	*State*	*Country*	*Zip Code*	

GOVERNING PERSON 3						
NAME (Enter the name of either an individual or an organization, but not both.)						
IF INDIVIDUAL						
First Name	*M.I.*	*Last Name*				*Suffix*
OR						
IF ORGANIZATION						
ViSa Vel, LLC						
Organization Name						
ADDRESS						
5850 Granite Parkway, Suite 210		Plano	TX	USA	75024	
Street or Mailing Address		*City*	*State*	*Country*	*Zip Code*	

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer:

Manivannan Shanmugam
Name

5850 Granite Parkway, Suite 210	Plano	TX	75024
Street or Mailing Address	*City*	*State*	*Zip Code*

Effectiveness of Filing (Select either A, B, or C.)

A. ☑ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: __________

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: __________

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 12 / 28 / 2021

Signature of organizer

Manivannan Shanmugam
Printed or typed name of organizer

EXHIBIT

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
Secretary of State of Texas
Filing #: 804376889 1/12/2023
Document #: 1212870860002
Image Generated Electronically
for Web Filing

ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

Sunshines FinTech

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

Centum FinTech LLC

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS**

4. The period, not to exceed 10 years, during which the assumed name will be used is : **01/11/2033**

5. The entity is a : **Domestic Limited Liability Company (LLC)**

6. The entity's principal office address is:

5850 GRANITE PARKWAY, STE. 210, Plano, TX, USA 75024

7. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

ALL COUNTIES

8. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Centum FinTech LLC
Name of the entity

By: **Sakthivel Palani Gounder**

Signature of officer, general partner, manager,
representative or attorney-in-fact of the entity

FILING OFFICE COPY

EXHIBIT

Form 205 (Revised 05/11) Submit in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512 463-5709 **Filing Fee: $300**	THE STATE OF TEXAS **Certificate of Formation** **Limited Liability Company**	This space reserved for office use.

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

GSM Eternal LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Manivannan		Shanmugam	
First Name	*M.I.*	*Last Name*	*Suffix*

C. The business address of the registered agent and the registered office address is:

5951 Trantina Ln	Frisco	TX	75035
Street Address	*City*	*State*	*Zip Code*

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☐ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☑ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

HKGK LLC

Organization Name

ADDRESS

5941 Matterhorn Dr.	Frisco	TX	USA	75035
Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

GOVERNING PERSON 2

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	M.I.	Last Name	Suffix

OR

IF ORGANIZATION

Preeti Mani, LLC

Organization Name

ADDRESS

Street or Mailing Address	City	State	Country	Zip Code
5951 Trantina Ln	Frisco	TX	USA	75035

GOVERNING PERSON 3

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	M.I.	Last Name	Suffix

OR

IF ORGANIZATION

ViSa Vel, LLC

Organization Name

ADDRESS

Street or Mailing Address	City	State	Country	Zip Code
8619 Calvin Rd	Irving	TX	USA	75063

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer:

Manivannan Shanmugam
Name

5951 Trantina Ln	Frisco	TX	75035
Street or Mailing Address	*City*	*State*	*Zip Code*

Effectiveness of Filing (Select either A, B, or C.)

A. ☑ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: ____________________

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: ____________________

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 03/04/2021

Signature of organizer

Manivannan Shanmugam
Printed or typed name of organizer

EXHIBIT

Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
Secretary of State of Texas
Filing #: 803982443 1/12/2023
Document #: 1212870860003
Image Generated Electronically
for Web Filing

ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

NorthStars FinTech

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

GSM Eternal LLC

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS**

4. The period, not to exceed 10 years, during which the assumed name will be used is : **01/11/2033**

5. The entity is a : **Domestic Limited Liability Company (LLC)**

6. The entity's principal office address is:

5850 GRANITE PARKWAY, SUITE 210, Plano, TX, USA 75024

7. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

ALL COUNTIES

8. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

GSM Eternal LLC
Name of the entity

By: **MANIVANNAN SHANMUGAM**

Signature of officer, general partner, manager,
representative or attorney-in-fact of the entity

FILING OFFICE COPY

EXHIBIT

Filing#:804732113 Document#:1175219380002 Filed On 9/2/2022 received by Upload

Form 205 **(Revised 12/21)** Submit in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 **Filing Fee: $300**	THE STATE OF TEXAS **Certificate of Formation** **Limited Liability Company**	This space reserved for office use.

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Himalayan Fintech LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

First Name	M.I.	Last Name	Suffix
Manivannan		Shanmugam	

C. The business address of the registered agent and the registered office address is:

Street Address	City	State	Zip Code
5850 Granite Pkwy, Suite 210	Plano	TX	75024

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each initial governing person.)

☒ A. The limited liability company initially has managers. The name and address of each initial manager are set forth below.

☐ B. The limited liability company does not initially have managers. The name and address of each initial member are set forth below.

INITIAL GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	M.I.	Last Name	Suffix

OR

IF ORGANIZATION

HKGK LLC

Organization Name

ADDRESS

Street or Mailing Address	City	State	Country	Zip Code
5850 Granite Pkwy, Suite 210	Plano	TX	USA	75024

Doc ID: 5afb6856d742116b756f153c0600f18d1abb42e2

INITIAL GOVERNING PERSON 2

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Preeti Mani LLC

Organization Name

ADDRESS

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*
5850 Granite Pkwy, Suite 210	Plano	TX	USA	75024

INITIAL GOVERNING PERSON 3

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

ViSa Vel LLC

Organization Name

ADDRESS

Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*
5850 Granite Pkwy, Suite 210	Plano	TX	USA	75024

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Initial Mailing Address

(Provide the mailing address to which state franchise tax correspondence should be sent.)

Mailing Address	*City*	*State*	*Zip Code*	*Country*
5850 Granite Pkwy, Suite 210	Plano	TX	75024	USA

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer:

Manivannan Shanmugam
Name

5850 Granite Pkwy, Suite 210	Plano	TX	75024
Street or Mailing Address	*City*	*State*	*Zip Code*

Effectiveness of Filing (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, or a later date and time, not more than 90 days from the date of signing. The later effective date, or date and time is: ________________

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: ________________

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned also affirms that, to the best knowledge of the undersigned, the name provided as the name of the filing entity does not falsely imply an affiliation with a governmental entity. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: September 2, 2022

Signature of organizer

Manivannan Shanmugam
Printed or typed name of organizer

EXHIBIT 1

Form 202 (Revised 05/11) Submit in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512/463-5709 Filing Fee: $25	**Certificate of Formation Nonprofit Corporation**	This space reserved for office use. FILED In the Office of the Secretary of State of Texas JUL 09 2020 Corporations Section

Article 1 – Entity Name and Type

The filing entity being formed is a nonprofit corporation. The name of the entity is:

Nanban Foundation

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

First Name	M.I.	Last Name	Suffix
Manivannan		Shanmugam	

C. The business address of the registered agent and the registered office address is:

Street Address	City	State	Zip Code
5951 Trantina Ln	Frisco	TX	75035

Article 3 – Management

The management of the affairs of the corporation is vested in the board of directors. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting of members or until their successors are elected and qualified are as follows:

A minimum of three directors is required.

Director 1					
Hema		Krishnan			
First Name	*M.I.*	*Last Name*			*Suffix*
5941 Matterhorn Street	Frisco		TX	75035	USA
Street or Mailing Address	*City*		*State*	*Zip Code*	*Country*

Director 2					
Vidhya		Rasu			
First Name	*M.I.*	*Last Name*			*Suffix*
8619 Calvin Road	Irving		TX	75063	
Street or Mailing Address	*City*		*State*	*Zip Code*	*Country*

Director 3					
Preeti		Gurunathan			
First Name	*M.I.*	*Last Name*			*Suffix*
5951 Trantina Ln.	Frisco		TX	75035	
Street or Mailing Address	*City*		*State*	*Zip Code*	*Country*

OR

☐ The management of the affairs of the corporation is to be vested in the nonprofit corporation's members.

Article 4 – Membership

(See instructions. Do not select statement B if the corporation is to be managed by its members.)

☒ A. The nonprofit corporation shall have members.

☐ B. The nonprofit corporation will have no members.

Article 5 – Purpose

(See instructions. This form does not contain language needed to obtain a tax-exempt status on the state or federal level.)

The nonprofit corporation is organized for the following purpose or purposes:
The Corporation is formed exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 as amended (or corresponding provisions of any future United States internal revenue law) (the "Code"), and not for pecuniary profit, financial gain or any other purpose for which a corporation may not be formed under Business Organizations Code Title 1, Section 2.

More specifically, the Corporation's purpose is to conduct free educational seminars and donate funds to charitable organizations and projects. In furtherance of its purposes, the Corporation may engage in all lawful activities and pursuits consistent with the powers described in the Business Organizations Code Title 2, Chapter 22 as applied to nonprofit corporations.

The Board of Directors may choose from time to time to focus the organization's activities on furthering some but not all of the foregoing purposes, so long as the organization's focus on those specific purposes is consistent with its being operated exclusively for exempt purposes within the meaning of Section 501(c)(3) of the Code.

The following text area may be used to include any additional language or provisions that may be needed to obtain tax-exempt status.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private persons or organizations, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the purposes set forth in Article 5 hereof. The Corporation shall have the power to do any and all lawful acts and things and to engage in any and all lawful activities which may be necessary, useful, suitable, desirable or proper for the furtherance, accomplishment or attainment of any or all of the purposes for which the Corporation is organized, and to aid or assist other organizations whose activities are such as to further, accomplish, foster or attain any such purposes. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except to the extent provided in Code Section 501(h)), and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any provision of these Articles, the Corporation shall not carry on any activities not permitted to be carried on: (a) by a corporation exempt from federal income tax as an organization described in Code Section 501(c)(3); or (b) by a corporation, contributions to which are deductible under Code Sections 170(c), 2055(a) and 2522(a). During any period in which the Corporation is a "private foundation" as defined in Code Section 509(a), Title 2, Chapter 22 as applied to nonprofit corporations of the Business Organization Code shall apply.

Supplemental Provisions/Information

(See instructions.)

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, dispose of the remaining assets of the Corporation exclusively by distributing them for the tax-exempt purposes of the Corporation, including by distributing them to such organization or organizations as shall at the time qualify as an exempt organization or organizations under Code Section 501(c)(3) and as an organization or organizations described in Code Sections 170(c), 2055(a) and 2522(a) or to the federal government, or to a state or local government, for a public purpose in furtherance of the purposes of the Corporation, as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the District Court of Texas of the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to one or more organizations which are organized and operated exclusively for such purposes, as said Court shall determine to best accomplish the exempt purposes of the Corporation.

Organizer

The name and address of the organizer:

Manivannan Shanmugam
Name

5951 Trantina Ln	Frisco	TX	75035
Street or Mailing Address	*City*	*State*	*Zip Code*

Effectiveness of Filing (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: ____________________

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: ______________________

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 07 / 09 / 2020

Signature of organizer

Manivannan Shanmugam

Printed or typed name of organizer

EXHIBIT 1

September 17, 2021

FOR ACCREDITED INVESTORS ONLY

Nanban Ventures AAA Fund LP

A Delaware Limited Partnership

The information in this Confidential Private Placement Memorandum (this "**Memorandum**") is confidential and was prepared solely for use in connection with the Offering (as defined herein). Recipients of this Memorandum may not distribute it or disclose the contents of it to anyone without the prior written consent of Nanban Ventures AAA Fund LP, a Delaware limited partnership (the "**Company**"), other than to persons who advise potential investors ("**Prospective Investors**") in connection with the Offering, or otherwise use the same for any purpose other than evaluation by such Prospective Investor of the Offering. The recipient, by accepting delivery of this Memorandum, agrees to return this Memorandum and all documents furnished herewith to the Company or its representatives upon request if the recipient does not purchase any of the Class A Preferred Units (as defined herein) offered hereby or if the Offering is withdrawn or terminated.

Private Offering of Class A Preferred Units of Limited Partnership Interests
Up to 100,000,000 Class A Preferred Units at $1.00 per Unit
Target Minimum Offering Amount: $2,000,000.00
Maximum Aggregate Offering Amount: $100,000,000.00
Minimum Initial Subscription per Investor: 50,000 Class A Preferred Units ($50,000.00)

The information in this Memorandum is current only as of the above date and may change after that date.

FOR MORE INFORMATION, PLEASE CONTACT:

Nanban Ventures AAA GP LLC
c/o Manivannan Shanmugam
5850 Granite Pkwy, Suite 210
Frisco TX 75024

This cover page is continued on the following pages.

CERTAIN NOTICES TO INVESTORS

THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM (THE "MEMORANDUM") IS BEING FURNISHED TO A LIMITED NUMBER OF SOPHISTICATED INVESTORS ON A CONFIDENTIAL BASIS FOR THE SOLE PURPOSE OF EVALUATING AN INVESTMENT IN LIMITED PARTNERSHIP INTEREST (THE "INTERESTS") IN NANBAN VENTURES AAA FUND LP (THE "FUND") AND MAY NOT BE USED FOR ANY OTHER PURPOSE. THE MEMORANDUM MAY NOT BE REPRODUCED OR PROVIDED TO OTHERS WITHOUT THE PRIOR WRITTEN CONSENT OF NANBAN VENTURES AAA GP LLC (THE "GENERAL PARTNER"). UPON REQUEST, THE MEMORANDUM MUST BE RETURNED TO THE FUND. BY ACCEPTING DELIVERY OF THE MEMORANDUM, EACH PROSPECTIVE INVESTOR AGREES TO THE FOREGOING.

THE INTERESTS HAVE NOT BEEN REGISTERED WITH OR RECOMMENDED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY OTHER GOVERNMENTAL OR SELF-REGULATORY AGENCY. NO GOVERNMENTAL OR OTHER AGENCY HAS PASSED ON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE LIMITED PARTNERSHIP INTERESTS IN THE FUND ARE EXPECTED TO BE OFFERED ONLY TO INVESTORS WHO ARE (1) "ACCREDITED INVESTORS" FOR PURPOSES OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND (2) "QUALIFIED PURCHASERS" FOR PURPOSES OF THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "INVESTMENT COMPANY ACT"), AND RULES PROMULGATED THEREUNDER. THE INFORMATION CONTAINED HEREIN IS FURNISHED FOR INFORMATIONAL PURPOSES ONLY. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL LIMITED PARTNERSHIP INTERESTS; SUCH AN OFFER CAN BE MADE ONLY DIRECTLY BY THE GENERAL PARTNER.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE FUND AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. PERSPECTIVE INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, TAX, INVESTMENT, OR ACCOUNTING ADVICE. PROSPECTIVE INVESTORS ARE URGED TO CONSULT WITH THEIR OWN ADVISORS WITH RESPECT TO LEGAL, TAX, REGULATORY, FINANCIAL, AND ACCOUNTING CONSEQUENCES OF THEIR INVESTMENT IN THE INTERESTS.

IN CONSIDERING THE PRIOR PERFORMANCE INFORMATION CONTAINED HEREIN, PROSPECTIVE INVESTORS SHOULD BEAR IN MIND THAT PAST PERFORMANCE IS NOT NECESSARILY INDICATIVE OF FUTURE RESULTS, AND THERE CAN BE NO ASSURANCE THAT THE FUND WILL ACHIEVE COMPARABLE RESULTS.

FOR INVESTORS IN THE UNITED STATES

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE FUND 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, 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 RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO UNITED KINGDOM RESIDENTS ONLY

NO PROSPECTUS IN RESPECT OF THE SECURITIES BEING OFFERED HEREBY HAS BEEN OR SHALL BE PREPARED AND FILED IN THE UNITED KINGDOM BY THE ISSUER PURSUANT TO THE UNITED KINGDOM PUBLIC OFFERS OF SECURITIES REGULATIONS 1995. ACCORDINGLY, THE SECURITIES BEING OFFERED HEREBY MAY NOT BE SOLD OR REOFFERED, OR RESOLD TO PERSONS IN THE UNITED KINGDOM EXCEPT TO PERSONS WHOSE ORDINARY ACTIVITIES INVOLVE THEM IN ACQUIRING, HOLDING, MANAGING, OR DISPOSING OF INVESTMENTS (AS PRINICPAL OR AGENT) FOR THE PURPOSES OF THEIR BUSINESSES, OR OTHERWISE IN CIRCUMSTANCES THAT WILL NOT CONSTITUTE OR RESULT IN AN OFFER TO THE PUBLIC IN THE UNITED KINGDOM WITHIN THE MEANING OF THE UNITED KINGDOM PUBLIC OFFERS OF SECURITIES REGULATIONS 1995. THIS MEMORANDUM MAY NOT BE PASSED TO ANY ENTITY IN THE UNITED KINGDOM WHICH DOES NOT FALL WITHIN ARTICLE

11(3) OF THE FINANCIAL SERVICES ACT OF 1986 (INVESTMENT ADVERTISMENTS) (EXCEPTIONS) ORDER 1995 OR WHO IS NOT OTHERWISE AN ENTITY TO WHOM THE DOCUMENT MAY LAWFULLY BE ISSUED OR PASSED.

NOTICE TO ALL NON-UNITED STATES RESIDENTS

IT IS THE RESPONSIBILITY OF ANY PERSON WISHING TO PURCHASE THE UNITS TO SATISFY THEMSELVES AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

OFFERING OVERVIEW

This Confidential Private Placement Memorandum (this "**Memorandum**") relates to the offer (this "**Offering**") of Class A Preferred Units (the "**Class A Preferred Units**") of Nanban Ventures AAA Fund LP ("**we**", "**us**", "**our**", or the "**Company**"). The Company is a limited partnership governed by Delaware law, formed primarily to invest in private technology companies through secondary shares. The Company maintains its principal place of business at the offices of the Nanban Ventures AAA GP LLC, a Texas limited liability company (the "**General Partner**") at 5850 Granite Pkwy, Suite 210 Frisco TX 75024.

Prospective Investors, by investing with the Company, will be investing in a company that uses proprietary advanced strategies to select and invest primarily in private equity and/or venture capital investments in start ups, pre IPO companies including debt financing via convertible notes, co-investments in portfolio companies directly, indirectly, via special purpose vehicles (SPVs), with limited partners or general partners of Company, in operating companies, and primary and secondary investments in private equity, and infrastructure, or any other class of assets at General Partner's discretion (collectively the "**Services**"). In the absence of such an investment vehicle, an investor may not ordinarily be able to access the same investment and lending opportunities. The General Partner will direct the actions of the Company, in General Partner's sole discretion, and the Company's revenue from such investment activities will be distributed to the Company's equity owners in accordance with the Company's Limited Partnership Agreement, as may be amended (the "**Limited Partnership Agreement**"). There can be no assurance these objectives will be achieved.

The Class A Preferred Units will not be registered under the Securities Act of 1933, as amended (the "**Securities Act**"), or any securities laws, rules or regulations of any state, but will be issued in reliance on the exemptions from registration provided for under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. Additionally, the Company will not be registered as an investment company under the U.S. Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder (collectively, the "**Investment Company Act**"). Consequently, investors will not be afforded the protections of the Investment Company Act.

This Memorandum explains some of the risks associated with an investment in the Class A Preferred Units. Offers and sales of Class A Preferred Units will be made only to "accredited investors". If you do not meet these qualifications, please immediately return this Memorandum to the General Partner's address indicated on the first page.

This Memorandum is confidential. No person has been authorized to give any information or to make any representations in connection with the offer made by this Memorandum unless preceded or accompanied by this Memorandum, nor has any person been authorized to give any information or to make any representations other than that contained in this Memorandum and, if given or made, such information or representations must not be relied upon. This Memorandum does not constitute an offer or solicitation in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. Neither the delivery of this Memorandum nor any sale made hereunder shall, under any circumstances, create an implication that there has been no change in the affairs of the Company since the date hereof. This Offering is being made by the Company through principals and/or officers of the General Partner without any compensation or commission.

By accepting this Memorandum, the recipient agrees: (i) to keep confidential all information contained herein; (ii) not to disclose all or any part of such information to any third party other than persons who advise the recipient in connection with this Offering without the prior written consent of the General Partner; (iii) not to make copies of all or any part of this Memorandum without the prior written consent of the General Partner; and (iv) upon request, to return promptly to the General Partner this Memorandum and all information related to it, without retaining copies, in the event that the recipient does not subscribe for Class A Preferred Units. The Company reserves the right to cancel or modify the Offering, to reject subscriptions for Class A Preferred Units in whole or in part for any or no reason, to waive conditions to the purchase of Class A Preferred Units, and to accept a limited number of investors.

WHO SHOULD CONSIDER THIS INVESTMENT

Investment in the Company involves significant risks and is not a suitable investment for all Prospective Investors. See "Risk Factors."

The Class A Preferred Units offered hereby are being privately offered in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder for sales not involving a public offering. The exemptions upon which the Company is relying in part require that, immediately before the sale of any Class A Preferred Units to a Prospective Investor is made, the Company and those acting on its behalf are obligated to make a reasonable inquiry to determine if a Prospective Investor is acquiring the Class A Preferred Units for its own account and to take appropriate steps to preclude a disposition of the Class A Preferred Units to assure that Prospective Investors are not underwriters within the meaning of Section 2(a)(11) of the Securities Act.

As part of the Company's efforts to comply with these requirements for exemption from registration under the Securities Act (and for exemptions from registration under applicable state securities laws), in addition to the requirement that all Prospective Investors be "accredited investors" as defined in Regulation D promulgated under the Securities Act, the Company has established the following minimum suitability standards for Prospective Investors in the Class A Preferred Units:

(a) a Prospective Investor must be acquiring the Class A Preferred Units for investment and not with a view to resale or distribution;

(b) a Prospective Investor must be able to bear the economic risk of losing its entire investment;

(c) a Prospective Investor's overall commitment to speculative investments is not disproportionate to its net worth; and

(d) a Prospective Investor, either personally or together with its purchaser representative, must have the requisite knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Class A Preferred Units

THE SUITABILITY STANDARDS ABOVE REPRESENT MINIMUM SUITABILITY REQUIREMENTS FOR PROSPECTIVE INVESTORS, AND THE SATISFACTION OF SUCH STANDARDS BY A PROSPECTIVE INVESTOR DOES NOT NECESSARILY MEAN THAT THE CLASS A PREFERRED UNITS ARE A SUITABLE INVESTMENT FOR SUCH PROSPECTIVE INVESTOR.

Representations of each Prospective Investor regarding the foregoing will be reviewed to determine the suitability of such persons, and the Company will have the right to refuse a subscription for Class A Preferred Units if, in its sole discretion, the Company believes such Prospective Investor does not meet the applicable suitability requirements or the Class A Preferred Units are otherwise an unsuitable investment for such Prospective Investor.

Substantial Means and Net Worth

Investment in the Company is suitable only for Prospective Investors who have no need for liquidity in this investment and who have adequate means of providing for their current needs and personal contingencies. Class A Preferred Units are being offered only to Prospective Investors who qualify as "accredited investors" under applicable federal securities laws. A Prospective Investor who is a natural person will qualify as an "accredited investor" if such Prospective Investor has either (1) a net worth (including both liquid and illiquid assets, but excluding (i) the fair value of such person's primary residence and (ii) any debt encumbering such primary residence, but only to the extent such debt is less than the fair value of such residence) of at least $1,000,000 (determined on a joint basis with such individual's spouse) or (2) annual income of at least $200,000 (or $300,000 on a joint basis with such Prospective Investor's spouse) for each of calendar years of 2019 and 2020, and expects to have annual income of at least $200,000 (or $300,000 on a joint basis with such Prospective Investor's spouse) for calendar year 2021. Accreditation standards for Prospective Investors other than natural persons (entities such as corporations, partnerships and trusts) are more complex. Ordinarily, entities must have total assets of over $5,000,000 and must not have been formed for the specific purpose of acquiring the Class A Preferred Units. In addition, certain other entities may also be deemed suitable but, ordinarily, only if every owner of a beneficial interest in such an entity satisfies either standard (1) or standard (2) above for natural persons. The satisfaction of these requirements will not necessarily result in approval of a Prospective Investor.

The Company will require Prospective Investors to complete, execute and deliver an Investor Suitability Questionnaire in the form attached hereto as Exhibit A and a Subscription Agreement in the form attached hereto as Exhibit B, in which each Prospective Investor warrants and represents that it is an "accredited investor" under applicable federal securities laws. The Company will not accept subscriptions from any Prospective Investor who is not such an "accredited investor."

Furthermore, the Company may rely upon an exemption promulgated under the Securities Act of 1933. Accordingly, the Company may be required to take reasonable steps to verify that all Prospective Investors in this offering are accredited investors as defined in Rule 501(a). Although you may have invested in similar offerings in the past where such documentation was not a requirement, the Company may require you to provide (i) documentation evidencing that you meet the criteria to qualify as an accredited investor, (ii) a letter from an accountant, lawyer, broker-dealer or other financial professional certifying your status as an accredited investor, or (iii) both prior to accepting a subscription for Class A Preferred Units.

THE ACCEPTANCE OF A SUBSCRIPTION FOR CLASS A PREFERRED UNITS COMPANY DOES NOT CONSTITUTE A DETERMINATION BY THE COMPANY THAT THE INVESTMENT IS SUITABLE FOR A PROSPECTIVE INVESTOR.

Ability and Willingness to Accept Risks

The economic benefit from investment in the Company depends on many factors beyond the control of the Company, including general economic conditions and inflation. Accordingly, the suitability of investment in the Company will depend for any particular person upon, among other things, such person's investment objectives and such person's ability to accept speculative risks. See "Risk Factors."

Ability to Accept Limitations on Transferability

A Prospective Investor must bear the economic risk of investment for an indefinite period of time. Prospective Investors may not be able to liquidate their investment in the event of emergency or for any other reason because there is no established market for the Class A Preferred Units. Since the number of Prospective Investors is limited and since significant restrictions on transferability of Class A Preferred Units exist, it is extremely unlikely that any such market will develop. Neither the Class A Preferred Units being offered hereby, nor the Class B Units [into which such Class A Preferred Units are convertible], have been registered under the Securities Act, or under the securities laws of any state, and, therefore, cannot be resold unless they are subsequently registered under said Act and/or such state securities laws, or unless an exemption from either or both is available. In addition, the transferability of Class A Preferred Units is subject to certain restrictive limitations contained in the Limited Partnership Agreement. Transfers of Class A Preferred Units generally will be subject to the requirement that any transferee meet suitability standards similar to those described under "Who Should Consider This Investment" and any such resale will be subject to various restrictions.

TABLE OF CONTENTS

SUMMARY OF TERMS

The following is a summary ("**Summary**") of the principal terms and conditions for investment in the Class A Preferred Units of Nanban Ventures AAA Fund LP, a Delaware limited partnership (the "**Company**"). The terms and conditions set forth hereafter are qualified in their entirety by their more thorough treatment in this Memorandum and the Limited Partnership Agreement. This summary alone does not constitute an offer to sell Unit(s) in the Company. An offer may be made only by an authorized representative of the Company and the recipient must receive a complete Memorandum, including all Exhibits.

The Company	Nanban Ventures AAA Fund LP ("we," "us," "our," or the "Company") is a limited partnership governed by the laws of the State of Delaware. The Company's principal place of business is 5850 Granite Pkwy, Suite 210, Frisco TX 75024.
General Partner	The General Partner of the Company is Nanban Ventures AAA GP, LLC (the "General Partner") a limited liability company governed by the laws of the State of Texas. For more

	information on the General Partner and its management team, please see "The General Partner".
Management	The Company will be managed by Nanban Ventures AAA Mgmt, LLC (the "Manager") who shall be responsible for overseeing the day-to-day operations of the Company. The General Partner may appoint officers of the Company, including, without limitation, a president, treasurer and secretary, and such other officers as the General Partner deems necessary or advisable and may also employ or contract with other persons to manage the Company's activities, including but not limited to, industry professionals, engineers, analysts, investment advisors, accountants, attorneys, risk managers, statisticians, computer technicians, bankers, consultants, etc.
Purpose	The Company was formed to engage in investments in private equity and/or venture capital startups, and pre-IPO companies, including co-investments in portfolio companies directly, indirectly, via special purpose vehicles (SPVs), with limited partners or general partners of the Company, investments in operating companies, and primary and secondary investments in private equity, and infrastructure. The Company intends to invest substantially all of its assets in various companies within the technology, healthcare, renewable energy, finance, real estate and other industries. In addition, the Company may invest in private equity and/or venture capital funds that hold assets or invests in companies within the aforementioned industries or otherwise to achieve the Company's objectives. (See "Investment Strategy").
The Offering	The Company is targeting a minimum of $2,000,000 (the "Minimum Amount") and a maximum of $100,000,000 (the "Maximum Amount") in capital contributions from accredited investors. The Maximum Amount may be increased in the sole discretion of the General Partner. Persons whose subscriptions are accepted by the Company will be admitted as Limited Partners of the Company. The limited partnership interests in the Company offered hereby (the "Interests") have not been registered under the Securities Act of 1933, as amended (the "Act"), and are being offered and sold only to "accredited investors" as defined by Rule 501 of Regulation D, in reliance upon exemptions from the registration requirements of the Act and certain U.S. state securities laws. The partnership interests shall have no registration rights and the interests are not transferrable without the consent of the General Partner in its sole discretion. The Company is an appropriate investment only for those investors who can tolerate a high degree of risk and do not require a liquid investment.
Purchase Price	$1.00 per limited partnership interest unit (the "Purchase Price"). The Purchase Price represents the aggregate capital commitment per Class A limited partnership interest unit.
Capital Contributions	Each Limited Partner will contribute cash to the Company in the amount set forth on books and records of the Company (a "Capital Contribution"). Each Limited Partner shall receive a percentage interest in the Company based on its respective Capital Contribution to the Company on the Closing Date (the "Percentage Interest"). No Limited Partner shall have a right or obligation to make further capital contributions to the Company.

Subscriptions; Minimum Participation	There is a $50,000 minimum investment amount, which may be waived by the General Partner in its sole discretion. Amounts greater than $50,000 will be accepted in $50,000 denominations up to such amounts approved by the General Partner in its sole discretion. Each Prospective Investor whose subscription is accepted and is admitted as a Limited Partner of the Company is sometimes referred to herein as a "Limited Partner" or "Class A Preferred Unit Holders."
Capital Accounts; Allocations of Profits and Losses	The Company will maintain a capital account ("Capital Account") for each Limited Partner in respect of the Limited Partner's interest in the Company. The Capital Accounts of each Limited Partner shall be determined by reference to such member's Capital Contribution, distributions and allocations of net profit and net loss. All items of income, gain, loss and deduction will be allocated to the Limited Partners' Capital Accounts in a manner generally consistent with the distribution procedures outlined in "Distributions" below.
Closing	The limited partnership interests will be offered during the Offering Period described below. The Company intends to conduct an initial closing on the Minimum Amount, and may conduct subsequent closings (each, a "Subsequent Closing" and together with the Initial Closing, each, a "Closing" and collectively, the "Closings") until the date on which the Offering Period expires. Unless terminated earlier at the Company's sole discretion, the Offering Period will expire on the earlier to occur of: (i) September 16, 2022 (the "Termination Date"); (ii) three business days after the date on which the Maximum Amount is subscribed for by Subscribers and accepted by the General Partner; and (iii) the maximum number of investors is reached. The Termination Date may be extended by two 60-day periods at the discretion of the General Partner without notice to Subscribers.
Investment Procedures	An eligible investor may subscribe for limited partnershisp interests by delivering to the Company prior to a Closing properly completed and fully executed Subscription Agreement, Limited Partnership Agreement and all required supporting documentation, as well as the funds they are investing. Investments will be deposited and held at First United Bank, pending the Initial Closing. If the Minimum Amount is not achieved by the Termination Date, as extended if applicable, the Offering will be terminated, and all funds held will be returned to the depositing party without interest. The General Partner reserves the right to accept or reject any subscription. The General Partner will notify each Investor as to whether it has accepted its subscription.
Fees	Administrative Services Fee: The Manager shall perform and render administrative, tax, and accounting services to the Company and its Subsidiaries in exchange for an annual payment in the amount 2% of the total capital contributions made to the Company (the "Administrative Services Fee"). However, the Manager may not include any Capital Contributions made by the General Partner, or any of their affiliates in the capital contributions for the purposes of determining the Administrative Services Fee. Company Expenses: See the detailed description of the reimbursable expenses of the Company and General Partner in the "The General Partner and Management Team" section below.
Expenses	The Company shall pay or reimburse the Manager and/or General Partner for all expenses related to the organization of the Company and the initial offering of the Interests, including, but not limited to, legal and accounting fees, printing and mailing expenses and

	government filing fees (including blue sky filing fees). From the Management Fee, the Manager shall bear the following normal operating, overhead and administrative expenses incurred by the Manager or its affiliates in connection with the management of the Company, including but not limited to: (i) salaries and wages of the employees of the Company, the General Partner, Manager, and their respective affiliates; (iii) rentals payable for space used by the Manager or the Company; and (iii) expenditures for equipment used by the Manager or the Company. The General Partner, in its sole discretion, may from time to time pay for any of the foregoing Company organizational or operating expenses or waive its right to reimbursement for any such expenses, as well as terminate any such voluntary payment or waiver of reimbursement.
Preferred Return	15%
Investment Company Act of 1940	The Company intends to rely on the exemption from registration under the Investment Company Act of 1940 (the "Company Act") by reason of the exemption specified in Section 3(c)(1) and only "accredited investors" will be admitted as Limited Partners.
Term of Company	Unless earlier dissolved (as provided below), the term of the Company will be ten (10) years from the initial closing, unless otherwise terminated in accord with the Limited Partnership Agreement but may be extended at the sole and absolute discretion of the General Partner for up to three additional one-year periods.
Distributions	Distributions to Limited Partners, if any, will be made on the basis of each separate portfolio company investment in accord with the Investment Strategy. Net capital proceeds from each portfolio company investment, if any, shall be distributed in the following manner: (1) 100% to the Limited Partners pro rata in proportion to their Capital Contributions equal to 15% (the "Preferred Return") in relation to such Portfolio Company Investment; and (2) Thereafter, (i) 60% to the Limited Partners pro rata in proportion to their respective Percentage Interests and (ii) 40% to the General Partner. (the "Carried Interest").
Allocation of Profits and Losses	For income tax purposes, all items of taxable income, gain, loss, capital loss, deduction and credit will be allocated among the Partners at the end of each Fiscal Year in substantially the same manner as profits and losses are allocated for Capital Account purposes.
General Partner Removal Only for Cause	The General Partner may only be removed for "cause" by the affirmative vote of Limited Partners holding at least 90% of the outstanding Interests held by Limited Partners.
Voting Rights	Except as otherwise expressly provided in the Limited Partnership Agreement, the Limited Partners shall have no voting, approval, or consent rights. With respect to matters submitted to the Limited Partner or a group of Limited Partners, each unit shall have one (1) vote.

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Protective Provisions	The Company will not, without first obtaining the approval of Limited Partners holding at least a majority of the outstanding units held by Limited Partners: (i) amend, repeal, waiver, modify, alter or change any of the Company's organizational document so as to adversely affect the preferences, rights, privileges or powers of, or restrictions provided for the benefit of, the Limited Partners; (ii) authorize or issue, or obligate the Company to create or issue, any equity security of the Company, including any other security convertible into or exercisable for any equity security of the Company, having preferential rights to distributions (liquidating or non-liquidating) superior to the units; or (iii) agree or commit to any of the foregoing.
Indemnification	The Company will indemnify the General Partner and its managers, Limited Partners, officers, employees, affiliates and agents, against all claims, liabilities, costs and expenses, including legal fees, judgments and amounts paid in settlement, as incurred by them, by reason of their actions taken or omitted in connection with the Company's business or on behalf of the Company, its subsidiaries, or the Limited Partners of the Company, other than for recklessness, willful misconduct gross negligence or knowing violation of the law.
Other Activities of the General Partner	Nothing in this Memorandum or the Limited Partnership Agreement limits or restricts the General Partner, its affiliates or any of their respective directors, managers, shareholders, Limited Partners, partners, officers, employees and agents, from engaging or investing or co-investing with Company, independently or with others, in any business activity of any type or description, including those that might be the same as or similar to the Company's business or that might be in direct or indirect competition with the Company. (See "Limited Partnership Agreement" attached hereto as Exhibit C and "Conflicts of Interest").
Transfer and Withdrawal Restrictions	The Partners may not voluntarily withdraw from the Company prior to its termination and dissolution. The Interests, and any beneficial interest therein, may not, directly or indirectly, be transferred, sold, assigned, pledged, encumbered, charged, exchanged or hypothecated (including, but not limited to, being offered or listed on or through any placement agent, intermediary, online service, site, agent or similar person, service or entity), nor shall any Partner create, or permit the creation of, a lien or security interests in or any encumbrance on any Interest or otherwise dispose of its Interest (or any portion thereof) to or in favor of another party, whether voluntarily or involuntarily (a "Transfer"), without the prior written consent of the General Partner, which may be granted, withheld, conditioned or delayed in its sole discretion. The transferee of any Interest must meet all investor suitability standards, complete subscription documents, and comply with any applicable anti-money laundering requirements. Any attempted Transfer that is not made in accordance with the Limited Partnership Agreement will be null and void ab initio.
Compulsory Redemption	The General Partner may, by notice to a Limited Partner, force the sale of all or a portion of such Limited Partner's Interest on such terms as the General Partner determines to be fair and reasonable, or take such other action as it determines to be fair and reasonable in the event that the General Partner determines or has reason to believe that: (i) such Limited Partner has attempted to effect a Transfer of, or a Transfer has occurred with respect to, any portion of such Limited Partner's Interest in violation of the Limited Partnership Agreement; (ii) continued ownership of such Interest by such Limited Partner is reasonably likely to cause the Company to be in violation of securities laws of the United States or any other relevant jurisdiction or the rules of any self-regulatory organization applicable to the General Partner or its affiliates; (iii) continued ownership of such Interest by such Limited Partner may be harmful or injurious to the business or reputation of the

	Company or the General Partner, or may subject the Company or any Limited Partners to a risk of adverse tax or other fiscal consequence; (iv) any of the representations or warranties made by such Limited Partner in connection with the acquisition of such Limited Partner's Interest was not true when made or has ceased to be true; or (v) such Limited Partner's Interest has vested in any other person by reason of the bankruptcy, dissolution, incompetency or death of such Limited Partner.
Limited Partner Meetings	No meetings of the Limited Partners are required. However, meetings of the Limited Partners may be called by the General Partner, or upon written demand of Limited Partners holding at least thirty percent (30%) of the interests.
Dissolution	The Company shall dissolve upon the earliest of the following to occur: (i) written consent of the General Partner and a Majority-In-Interest of the Limited Partners to dissolve, wind up, and liquidate the Company; (ii) the sale or other disposition of all or substantially all of the assets of the Company; (iii) the entry of a decree of judicial dissolution; or (iv) the termination of the legal existence of the last remaining Limited Partner of the Company or the occurrence of any other event which terminates the continued membership of the last remaining Limited Partner of the Company.
Risk Factors	The purchase of limited partnership interests by a Prospective Investor is speculative and involves a high degree of risk. (See "Risk Factors").
Suitability of Investors	See "Who May Invest" above. This Offering is only made to accredited investors who satisfy the criteria provided for herein.
Risk Factors and Conflicts of Interest	An investment in the Company involves a high degree of risk. Each prospective investor should therefore carefully consider the factors set forth in "Risk Factors" of this Memorandum. The General Partner and its affiliates, principals, partners, officers, directors, and employees may manage or otherwise be involved with other investments and projects, including investments and projects that may be affiliated with the companies in which the Company invests. The General Partner (or its members) expects to form other investment funds which may co- invest in some or all the Company's investment opportunities, invest in opportunities the Company has declined to participate in or otherwise make investments. Accordingly, there are numerous perceived and potentially real conflicts of interest between the Company and the General Partner. See "Risk Factors" of this Memorandum prior to investing in the Company.
Portfolio Company Investment Materials	Limited Partners have not been provided any disclosure materials or related information relating to each of the Portfolio Companies as part of this Offering. Investors will be required to acknowledge and represent that they are subscribing for Interests in the Company without reliance on or expectation of any due diligence conducted by the Company, the General Partner or any of their affiliates. The Company may provide materials related to Portfolio Company Investments to Limited Partners from time to time, but it is under no obligation to do so.
ERISA	The General Partner will use reasonable efforts either to (a) limit equity participation by "benefit plan investors" to less than 25% of the total value of each class of equity interests in the Partnership, or (b) structure Portfolio Investments of the Partnership and operate

	the Partnership in such a manner so as to qualify the Partnership as a "venture capital operating company" or "real estate operating company" under the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA") so that the underlying assets of the Partnership should not constitute "plan assets" of any "benefit plan investor" that invests in the Partnership. Prospective investors should carefully review ERISA matters and should consult with their own advisors as to the consequences of making an investment in the Partnership.
Subscription Procedure	Pursuant to Regulation D, Prospective Investors may be required to provide the Company with documentation evidencing such Prospective Investor's status as an Accredited Investor. To subscribe for interests, a Prospective Investor must complete the Investor Suitability Questionnaire attached hereto as Exhibit A, along with the documentation required by the Company, and the Subscription Agreement attached hereto as Exhibit B (the "Subscription Documents"), pursuant to which such Prospective Investor will subscribe to purchase a number of limited partnership interest units.

SOURCES OF INFORMATION

This Memorandum contains summaries of and references to certain documents which are believed to be accurate and reliable. Further information concerning these documents and other information referenced herein is available for your inspection or your duly authorized financial consultants and advisors at the Company's office 5850 Granite Pkwy, Suite 210 Frisco TX 75024, to the extent available. NO REPRESENTATIVE OF THE MANAGER OR THE COMPANY HAS BEEN AUTHORIZED TO GIVE YOU ANY INFORMATION OTHER THAN THAT SET FORTH IN THIS MEMORANDUM.

REPRESENTATIONS

This Memorandum has been prepared to provide you with information concerning the risk factors, terms and proposed activities of the Company and to help you make an informed decision before subscribing for Class A Preferred Units. However, neither the delivery of this Memorandum to you nor any sales made hereunder shall create any implication that there has been no change in our affairs since the date on the cover of this Memorandum.

This Memorandum does not constitute an offer or solicitation to anyone in any state or jurisdiction in which such an offer or solicitation is not authorized. Any <u>reproduction</u> or <u>distribution</u> of this Memorandum in whole or in part or the divulgence of any of its contents without our prior written consent is <u>strictly prohibited</u>. By accepting delivery hereof, you agree to return this Memorandum and all associated documents to the address on the cover unless you purchase Class A Preferred Units.

We reserve the right to proceed with our objectives at any time. No minimum number of Class A Preferred Units needs to be sold prior to our use of the proceeds of this Offering. We reserve the right to terminate this Offering without notice at any time.

This Offering is only available to **"accredited investors"** as defined by Rule 501(a) of Regulation D of the Securities Act. The Class A Preferred Units will not be registered under the Securities Act or any securities laws, rules or regulations of any state, but will be issued in reliance on the exemptions from registration provided for under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. No public market exists for the Class A Preferred Units and no public market is expected to develop in the foreseeable future.

The Class A Preferred Units are considered **"restricted securities"** as such term is defined under federal and state securities laws, and cannot be subsequently sold or transferred without registration or reliance, to the satisfaction of counsel for the Company, that an exemption from registration is available. You should be aware that no market for the Class A Preferred Units presently exists and there can be no assurance that a market will ever materialize.

We are not currently subject to ongoing information disclosure requirements of the Securities Exchange Act of 1934, as amended, and most likely will not be subject to such requirements after the completion of this Offering. Accordingly, we are not required to provide annual reports to the Class A Preferred Unit subscribers, although we plan to keep Limited Partners apprised of the Company's activities and progress from time to time.

INVESTMENT STRATEGY

The following discussion of the Company's business plan is intended only to provide an overview of potential strategies which may be used by the Company but which are subject to change as market conditions may warrant.

GENERAL PURPOSE AND AUTHORITY OF THE COMPANY

The Company was organized as a private limited partnership on April 9, 2021.

The following is a general description of the Company's business purpose:

To engage in private equity and/or venture capital investments in starups, pre-IPO companies including debt financing via convertible notes, co-investments in portfolio companies directly, indirectly, via special purpose vehicles (SPVs), with limited partners or general partners of Company, and operating companies and primary and secondary investments or financing in private equity, and infrastructure, or any other class of assets at General Partner's discretion.

BUSINESS OBJECTIVES AND GENERAL STRATEGY

The Company plans to invest in both early and late stage growth companies via equity financing. Early stage investing provides an opportunity to maximize returns by investing in equity in young companies at low valuations. Late stage investing reduces risks in the Company's portfolio and allows the ability to accelerate liquidity events for our limited partners. In pursuing this investment objective, the Company intends to invest substantially all of its assets in various companies within the private technology, healthcare, energy, finance, real estate and other industries. In addition, Company may invest in private equity and/or venture capital funds that hold assets or invests in companies within the aforementioned industries or otherwise to achieve the objectives provided herein.

The General Partner believes that the Company's investment strategy will offer a unique approach to private equity investing for investors. In pursuing the Company's investment objective, the General Partner will allocate capital across primary and secondary investments and co-investments in portfolio companies. The General Partner will seek to invest across a broad spectrum of private equity, and infrastructure (e.g., buyout, growth capital, special situations, private infrastructure, real estate, real estate assets, and other private companies, diversified by geography (e.g., North America, Europe, Canada, India and other emerging markets).

Control investments in established, cash flow positive companies are usually classified as buyouts. Buyout investments may focus on small, mid, or large companies, and such investments collectively represent a substantial majority of the capital deployed in the overall private equity market.

Growth capital typically involves minority investments in established companies with strong growth characteristics. Companies that receive growth capital investments typically are profitable businesses that need capital for organic and acquisition growth strategies and shareholder liquidity. Special situations investments may include debt investments that provide a middle level of financing below the senior debt level and above the equity level. A typical special situations investment may include a loan to a borrower, together with equity in the form of warrants, common stock, preferred stock or some other form of equity investment.

Private infrastructure may include companies that focus on utilities infrastructure (e.g., conventional and renewable power and transmission, electricity, gas and water networks) and/or transportation infrastructure (e.g., airports, ports, railways, and roads).

Investments in real assets may provide exposure to real estate (such as multifamily residential, commercial property, land development, and senior care facilities), commodities, natural resources (such as agriculture and timber), infrastructure, and precious metals. Other private asset investments may include opportunities in other assets.

In addition, as an option to maintain liquidity and to fund private equity and infrastructure, the Company may, at the discretion of the General Partner, invest in companies engaged in investing in exchange-traded funds ("ETFs") designed to track equity indexes and, to a lesser extent, in cash, short-term securities, or cryptocurrency.

The term of the Company will be ten (10) years from the initial closing, but may be extended at the discretion of the General Partner for up to three (3) consecutive one-year periods.

The General Partner or the Company may enlist outside advisors to assist in the research and due diligence of potential investments. Each potential investment is carefully screened to meet the risk parameters established by the General Partner.

RISK FACTORS

INVESTMENT IN THE CLASS A PREFERRED INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE REGARDED AS SPECULATIVE. AS A RESULT, THE PURCHASE OF THE CLASS A PREFERRED SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN REASONABLY AFFORD A LOSS OF THEIR ENTIRE INVESTMENT. PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER, IN ADDITION TO THE MATTERS PREVIOUSLY DISCUSSED, THE RISK FACTORS DESCRIBED BELOW. YOU SHOULD REVIEW THE RISKS OF THIS INVESTMENT WITH YOUR LEGAL AND FINANCIAL ADVISORS.

GENERAL RISK CONSIDERATIONS

This investment is speculative and involves a high degree of risk.

The Class A Preferred Units being offered should be considered a speculative investment that involves a high degree of risk. Therefore, you should thoroughly consider all of the risk factors discussed herein. You should understand that there is a possibility that you will lose your entire capital contribution. You should not invest in the Company if you are in any way dependent upon the funds used to acquire Class A Preferred Units.

Forward-Looking Statements.

Some statements and information in this Memorandum and the other documents associated with this Offering represent General Partner's expectations and involve certain risks and uncertainties. These forward-looking statements may be identified by the use of words such as "may," "will," "expect," "intend," "anticipate," "estimate," "believe," "plan," "project" or other similar language. The Company and the General Partner has based these forward-looking statements on their current expectations and projections about future events. The Company and the General Partner believes that the expectation and assumptions that have been made with respect to these forward-looking statements are reasonable. However, such expectations and assumptions may prove to be incorrect. A number of factors could lead to results that may differ from those expressed or implied by the forward-looking statements. Important factors that could cause actual results to differ from the expectations and assumptions described herein are discussed in more detail elsewhere in this Memorandum, including in the Section entitled "Risk Factors." On considering these forward-looking statements, Prospective Investors of Class A Preferred Units should keep in mind the risk factors and other cautionary statements in this Memorandum. Given this level of uncertainty, Prospective Investors should not place undue reliance on any forward-looking statements.

Reliance on Information Provided.

You should rely only on the information contained in this Memorandum. Neither the Company nor the General Partner has authorized any person to provide you with different information. If anyone provides you with different or inconsistent information, do not rely on it.

The Company is not making an offer to sell the Class A Preferred Units in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this Memorandum is only accurate as of the date on the front cover. The Company's business or financial condition, the results from our operations, and prospects may have materially changed subsequent to that date.

Conflicts of Interest.

As explained in more detail elsewhere in this Memorandum, the General Partner, except of its administrative and/or asset management services compensation, only begins sharing in the profits of the Company in the event the Company realizes profit. Therefore, among other things, there may be an inherent tendency for the General Partner to cause the Company to take disproportionate risks with the Company's capital in order to achieve higher overall returns. Prospective purchasers should consider this risk in addition to and/or in conjunction with all of the other risk factors detailed below and elsewhere in this Memorandum. (See "Conflicts of Interest").

Officers of the Company may also be owners, Limited Partners, managers, officers, or employees in another company that may directly compete with, co-invests with Company via SPVs or otherwise, or own a company that directly competes with Company. Prospective purchasers should consider this conflict and risk in addition to and/or in conjunction with all of the other risk factors detailed below and elsewhere in this Memorandum. (See "Conflicts of Interest").

Limited Operating History.

The General Partner and the Company have a limited operating history. As a result, investment in the Company is subject to all the risks and uncertainties which are characteristic of a new business enterprise, including the substantial problems, expenses and other difficulties typically encountered in the course of establishing a business, organizing operations and procedures, and engaging and training new personnel. The Company has a limited operating history on which to base an evaluation of its business and prospects of revenues from its products.

Key Personnel

The Company and the General Partner will be dependent upon the expertise and experience of the key personnel and management who may not be under a contractual obligation to remain with the General Partner or the Company. The likelihood of our success must be considered in light of these potential problems, expenses, complications, and delays.

Thin Initial Capitalization

The Company has been thinly capitalized. To become further capitalized, it may rely solely upon the proceeds of this Offering. Because of the manner of capitalization, the Company may not have sufficient assets to pay the holders of Class A Preferred Units a return on their respective capital contribution. If we fail to realize our objectives, the holders of Class A Preferred Units could lose some or all of their investment in the Class A Preferred Units.

Illiquidity of Class A Preferred Units

The Class A Preferred Units are highly illiquid, have no public market and are generally not transferable except with the prior consent of the General Partner.

Possibility of Additional Offerings and Dilution of Class A Preferred Units

The Company in its discretion may raise additional funds in the future through the offer and sale of additional securities of the Company. If such an offer and sale occurs, a Prospective Investor's percentage interest in the Company will be diluted unless such Prospective Investor chooses to invest additional funds in the Company. In addition, the holders of Class A Preferred Units will experience immediate and substantial dilution in the net tangible book value of the Class A Preferred Units from the Subscription Price.

Uninsured Losses

The Company may arrange for insurance coverage which is customary for businesses similar to the Company's business. However, there are certain types of losses, generally of an unusual catastrophic nature, which are either uninsurable or not economically feasible to insure. Should such a loss occur, the Company could suffer a loss of the capital invested in the Company as well as a loss of anticipated benefits from the Company.

Legal Counsel

Documents relating to the Company, including the Subscription Agreement to be completed by each subscriber, as well as the Limited Partnership Agreement, are detailed and often technical in nature. Legal counsel to the Company represents the interests solely of the Company and will not represent the interests of any Limited Partner. Accordingly, each Prospective Investor is urged to consult with its own legal counsel before investing in the Company.

Litigation Risks and Exculpation and Indemnification

The Company is subject to a variety of litigation risks. All industries are subject to legal claims, whether with or without merit. Defense and settlement costs can be substantial, even for claims that have no merit. The litigation process is inherently uncertain, so there can be no assurance that the resolution of a legal proceeding will not have a material adverse effect on our future long-term capital appreciation, results of operations or financial condition. Under most circumstances as provided in the Limited Partnership Agreement, the Company will indemnify the General Partner, its principals and representatives for any costs they may incur in connection with such disputes, and under some circumstances Limited Partners may have to repay distributions received from the Company to cover such indemnity obligations.

Limited Voting Powers and Voice in Management

Except for the protective provisions set forth in the Limited Partnership Agreement, the Class A Limited Partners will have no voting rights with respect to the operation, management and conduct of the affairs of the Company.

Terms and Conditions and Company Documents

Portions of this Memorandum describe specific terms and conditions of the Limited Partnership Agreement, the Subscription Agreement and other documents attached hereto or referenced herein (collectively, the "**Company Documents**"). The actual terms and conditions of the Limited Partnership Agreement, Subscription Agreement and the other Company Documents may vary from those described in this Memorandum. Moreover, the Limited Partnership Agreement, Subscription Agreement and the other Company Documents contain highly detailed terms and conditions, many of which are not described fully or at all in this Memorandum. You should only rely on the Company Documents directly and use your own legal and accounting professionals necessary to fully understand these provisions.

In all cases, the Company Documents will supersede this Memorandum. Any description of the terms and conditions of a Company Document in this Memorandum is qualified in its entirety by the more thorough treatment thereof in the actual Company Document. Accordingly, Prospective Investors are urged to carefully review the Limited Partnership Agreement, the Subscription Agreement and the other Company Documents.

Competition

The Company may face severe competition from a number of companies, many of which have established relationships. These companies have significantly greater financial, technical, marketing and other resources than the Company. These competitive pressures could result in price pressure and lack of market acceptance for the Company's products. There can be no assurance that the Company will be able to compete successfully against current and future competitors and the failure to do so would have a material adverse effect upon the Company's business, financial condition and results of operations.

GENERAL RISKS ASSOCIATED WITH THE COMPANY'S BUSINESS PLAN

Dependence upon Third Parties

In carrying out the Company's investment strategies the General Partner and the personnel may be substantially dependent upon third parties retained by the Company or the General Partner including, but not limited to, investment advisors, accountants, money managers, attorneys, risk managers, statisticians, computer technicians, bankers, consultants, realtors, mortgage bankers, title companies, engineers, contractors, manufacturers, surveyors, appraisers, and analysts. We may also enlist the services of other professionals if deemed to be in the best interest of the Company. The death or continuing disability of any of the personnel may have a material adverse effect upon our ability to conduct business. Further, the failure to maintain a necessary relationship with certain third parties may have a material adverse effect upon our ability to conduct business.

Diversification

The total amount of Offering proceeds and the number of transactions to be entered into by the Company is uncertain. A limited number of investments may place a substantial portion of the fund loaned in the same geographical location with the same related risks. In that case, the decline in a market could have a substantial impact on the value of the Company's investments. The Company will utilize substantial capital in making its investments. We anticipate that we will maintain working capital reserves, but the Company is not required to maintain any minimum level of working capital reserves. To the extent that expenses increase or unanticipated expenses arise and accumulated reserves are insufficient to meet such expenses, the Company would be required to obtain additional funds. The Company may raise or secure such additional funds by any number of means, including, without limitation, a subsequent equity or debt offering, debt project financing, or a combination of methods.

Changes in Business Environment and Technology

The Company's objectives are intended to extend over a period of years during which the business, economic, political, regulatory, and technology environments within which the Company operates may undergo substantial changes, some of which may be adverse to the Company. The General Partner will have the exclusive right and authority to determine the manner in which the Company responds to such changes, and Limited Partners will have no right to withdraw from the Company or demand specific modifications to the Company's operations in consequence thereof.

Miscellaneous Operating Risks

If the investments do not perform and generate income, the Company may not be able to make distributions to its Limited Partners. Several factors may adversely affect the economic performance and value of the investments. These factors include, but are not limited to, decrease in value of any of the investments, non-performance, decrease in asset values, increase in competition, lengthy legal proceedings, adverse legal judgments, changes in the national, regional and local economic climate, and which may devalue the collateral and other assets to the extent that exit strategies and liquidation of assets become unavailable. The Company's performance may also depend on the Company's ability to to pay for adequate maintenance, insurance and other operating costs (including taxes), which could increase over time. In addition, the expenses of owning assets are not necessarily reduced when circumstances such as market factors and competition cause a reduction in income from such asset. In addition, interest rate levels, the availability of financing, changes in laws and governmental regulations (including those governing usage, zoning and taxes) and the possibility of bankruptcies may adversely affect the Company's financial condition and results of operations.

Laws and Regulations

The Company must comply with various legal requirements, including requirements imposed by the federal, state and local governments, securities laws, commodities laws, tax laws and pension laws. These laws and regulations are subject to change, which may restrict our ability to operate and adversely affect our growth and profitability.

Political Risk

Our operations may be subject to political, economic and other risks that may affect our future operations and financial position.

General Market and Economic Conditions

Overall market, industry or economic conditions, which the General Partner and the Company (and their respective affiliates) cannot predict or control, will have a material effect on the Company's performance. Micro and macro-economic conditions in the market may significantly affect performance and revenue. The performance of the Company is likely to be dependent upon the condition of the economy which can be uncontemplated or unpredictable. Despite the Company's projections, a Prospective Investor should be prepared to leave their Capital Contribution with the Company.

Uncertain Economic Conditions

Recent economic events have created uncertainty with respect to the condition of the economy in the United States and the world. Certain economic factors and indicators have suggested that such events have had a substantial negative effect on the economies of the United States and throughout the world. There have been material adverse effects on the world's economies caused by illegal activities in the business and accounting professions, pandemics, and world health crises, which have resulted in significant declines in the United States equity markets. Other equity markets have been similarly affected. It is impossible to determine when these events will happen and the long-term effects of these events and conditions on the economy. Any negative change in the general economic conditions could adversely affect the financial condition and our operating results.

Insufficient Funds for Cash Distributions

The General Partner will determine the timing of distributions to the Limited Partners. The General Partner will consider all relevant factors, including the amount of funds available for distribution, our financial condition, whether to reinvest or distribute such funds, capital expenditure and reserve requirements and general operational requirements.

Management Personnel Continued Involvement in Other Business Activities

The personnel have a broad and varied range of business interests, and may acquire additional interests in other companies (see "The General Partner" and "Company Management"). The General Partner may not be able to control whether any such other company competes with the Company. Consequently, the continued involvement of the personnel in other business activities could result in competition to the Company, as well as management decisions that might not reflect the best interests of the Limited Partners or the Company.

Risks of Joint Ventures

Some of the Company's assets may be held in the form of joint venture partnerships or co-investment between the Company (as either a general or limited partner, as a Limited Partner of a limited partnership, or as a shareholder in a corporation) and third party owners, the General Partner, affiliates of the General Partner, limited partnerships, or other investors. Our acquisition of interests in entities that own properties may involve risks not otherwise present. These include risks associated with the possibility that a co-venturer in a project might become bankrupt, that such co-venturer may at any time have economic or business interests or goals that are inconsistent with those of the Company, or that such co-venturer may be in a position to take action contrary to the instructions or the requests of the Company or contrary to the Company's policies or objectives. The Company may relinquish control of a joint venture and the Company may receive a disproportionate share of profits from a joint venture. Actions by a co-venturer might have the result of subjecting necessary infrastructure owned by the joint venture to liabilities in excess of those contemplated by the terms of the joint venture, or might have other adverse consequences for the Company.

Reliance on General Partner

The General Partner will have the right to make all decisions with respect to the management and operation of the business and affairs of the Company. Although involved in business to some degree, the General Partner and its affiliates have limited experience in managing the Services made by the Company (see "The General Partner" and "Company Management"). Pursuant to the Limited Partnership Agreement, the Limited Partners will have no right or power to take part in the management of the Company. Accordingly, no person should purchase Class A Preferred Units unless such person is willing to entrust all aspects of the management of the Company to the General Partner (see "The General Partner" and "Company Management").

Data Loss or Other Security Breaches

Security breaches, could expose us to a risk of loss or misuse of data and private information, adversely affect our operating results, result in litigation or potential liability for us, and otherwise harm our business. Although we will develop systems and processes that are designed to protect private information and prevent data loss and other security breaches, including systems and processes designed to reduce the impact of a security breach at a third-party vendor, such measures cannot provide absolute security.

Management of Growth

Our business may experience rapid growth and development in a relatively short period of time. Failure to successfully manage this possible growth and development could have a material adverse effect on our business and profitability.

Recourse to the Company's Assets

The Company currently has limited assets available to satisfy the liabilities and other obligations of the Company. If the Company itself becomes subject to a liability, parties seeking to have the liability satisfied may have recourse to the Company's assets, should any assets become available to satisfy such recourse, generally and not be limited to any particular asset, such as the investment giving rise to the liability.

Investment in Private Securities

The company may invest in third party private securities, either as secondary or direct investments, that are typically made in private or public companies through privately negotiated transactions. These securities tend to be more illiquid, highly speculative, and involve a substantial risk of loss. These securities may not be listed on any securities exchange nor are anticipated to be listed on any securities exchange. In addition, such securities may be subject to restrictions on transferability and resale and may not be transferred or resold. Furthermore, such transferability and resale may require further documentation, consent and approval by the third party private securities issuer, which may be withheld.

RISKS ASSOCIATED WITH THIS OFFERING

This Offering is Not Registered under Federal or State Securities Laws

This Offering has not been registered under the Securities Act of 1933, as amended, nor registered under the securities laws of any state or jurisdiction. We do not presently intend to register this Offering; therefor, you will not enjoy any benefits that may have been derived from registration and corresponding review by regulatory officials. You must make your own decision as to investing in the Company with the knowledge that regulatory officials have not commented on the adequacy of the disclosures contained in this Memorandum or on the fairness of the terms of this Offering.

Return of Distributions

A Limited Partner will be liable to the Company and to its creditors for, and to the extent of, any distribution made to such Limited Partner if, after giving effect to such distribution, the remaining assets of the Company are not sufficient to pay its outstanding liabilities (other than liabilities to the Limited Partners on account of their interests in the Company).

Class A Preferred Units Will Be Restricted

Class A Preferred Units offered by way of this Memorandum have not been registered with the SEC or any government's securities authority and, accordingly, resales of the Units will be restricted. Units cannot be resold unless they are registered with appropriate regulatory agencies or unless an exemption from registration is available. Consistent with the target life of the Company, you should be prepared to hold the Class A Preferred Units for at least ten years and perhaps even an indefinite period of time. In addition, the Limited Partnership Agreement provides certain additional restrictions on the right to transfer or sale the Class A Preferred Units.

The Company Arbitrarily Determined the Offering Price of Class A Preferred Units

The price per Class A Preferred Unit bears no relationship to the Company's assets, prospects, net worth, or any recognized criteria of value and should not be considered to be an indication of the actual value of the Unit or the corresponding membership interest in the Company.

The Company May Require Future Capital to Continue our Operations

This Memorandum sets forth our best estimates (based on currently available information) of the capital we need to pursue our initial objectives. However, this amount may prove to be inadequate. The General Partner has not yet determined the amount of the additional funds that will be necessary, the method by which the necessary additional funds will be raised or secured, or the terms applicable thereto. Such additional funds may be raised or secured by any number of means, including, without limitation, a subsequent equity or debt offering, debt project financing, or a combination of methods.

Financial Forecasts Subject to Limitations

Any financial forecasts or other pro forma that are utilized by the Company in connection with this Offering should not be relied upon to make any investment decision. Such forecasts, if any, have not been compiled or reviewed by independent accountants, and, accordingly, no opinion or other form of assurance is expressed. Because such projections are based on a number of assumptions and are subject to significant uncertainties and contingencies, many of which are beyond the control of the Company, there can be no assurance that such projections, if any, will be realized as actual results may vary significantly and materially from the results included. Such projections, if any, should not be regarded as a representation that the projections will be achieved, nor should the projections be relied upon in purchasing the Class A Preferred Units offered hereby and are qualified in their entirety by the content of this Memorandum.

Prohibition on Bad Actors

This Offering is intended to be made in compliance with Rule 506 of Regulation D promulgated under the Securities Act. The SEC has recently changed the requirements of Regulation D offerings to include a prohibition on the participation of certain "bad actors." The Company will obtain representations from the General Partner and its principals that the applicable party is not a "bad actor" as that term is defined in Rule 506(d) of Regulation D. In the event that a statutory "bad actor" participates in the Offering, the Company may lose its exemption from registration of the Class A Preferred Units.

Regulation Under the Investment Company Act

The Company has not registered with the SEC as an investment company pursuant to the federal Investment Company Act of 1940, as amended (the "**Investment Company Act**"). Generally speaking, investment companies are entities that engage in the business of purchasing, holding, or selling securities. The Company has not registered as an investment company in reliance on certain exemptions for which it believes it is qualified. Neither a legal opinion nor a no-action position has been requested of the SEC staff on this issue. If the SEC or a court of competent jurisdiction were to find that the Company is required, but in violation of the Investment Company Act had failed, to register as an investment company, there could be significant negative consequences including without limitation, fines, penalties, or costs associated with having to register as an investment company or defend against lawsuits or other proceedings. Should the Company be subjected to any or all of the foregoing, the Company would be affected materially and adversely, which could increase the risk of failure.

Regulation Under the Securities Act

The Class A Preferred Units are being offered and sold without securities registration in reliance on the transactional securities registration exemption set forth at Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. The Class A Preferred Units will only be sold to "accredited investors" as that term is defined in Rule 501 of Regulation D. If it were determined after the Class A Preferred Units are sold that the Offering did not qualify for exemption under Rule 506, or for any other exemption, the securities would have been sold in violation of Section 5 of the Securities Act. Both federal and state law include provisions under which purchasers of unregistered, non-exempt securities may seek damages amounting to the return of their investments. The Company may not have funds sufficient to repay investors in such case without severely jeopardizing the prospects for success.

RISKS RELATING TO THE PATRIOT ACT, MONEY LAUNDERING, AND TERRORISM PREVENTION

The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**Patriot Act**"), signed into law on and effective as of October 26, 2001, requires that "financial institutions," a term that includes banks, broker dealers and investment companies, establish and maintain compliance programs to guard against money laundering activities. The Patriot Act requires the Secretary of the U.S. Treasury (the "**Treasury**") to prescribe regulations in connection with anti-money laundering policies of financial institutions. The Federal Reserve Board, the Treasury, and the SEC are currently studying what types of investment vehicles should be required to adopt anti-money laundering procedures, and it is unclear at this time whether such procedures will apply to the Company. It is possible that there could be promulgated legislation or regulations that would require the Company or other service providers to the Company, in connection with the establishment of anti-money laundering procedures, to share information with governmental authorities with respect to purchasers of Class A Preferred Units. Such legislation and/or regulations could require the Company to implement additional restrictions on the transfer of Class A Preferred Units. The Company reserves the right to request such information as may be necessary to verify the identity of Preferred Limited Partners and the source of the payment of subscription monies, or as may be necessary to comply with any customer identification programs required by the Financial Crimes Enforcement Network and/or the SEC, or as may be required under any anti-money laundering legislation and regulation of the United States. In the event of delay or failure by any Unit holder to produce any information required for verification purposes, an application for or transfer of Class A Preferred Units and the subscription monies relating thereto may be refused.

OTHER POSSIBLE RISKS

THE FOREGOING REPRESENTS THE COMPANY'S BEST ATTEMPT TO IDENTIFY THE VARIOUS RISKS THE COMPANY MAY BE EXPOSED TO IN CONNECTION WITH ITS PURSUIT OF ITS PROPOSED OBJECTIVES. IT DOES NOT PURPORT TO BE COMPLETE AND MAY NOT ADEQUATELY COVER ALL ACTIVITIES IN WHICH THE COMPANY MAY BE ENGAGED NOR ALL THE RISKS THAT THE COMPANY WILL BE SUBJECT TO, EITHER DIRECTLY OR INDIRECTLY, AS A RESULT OF PURSUING OUR OBJECTIVES. YOU ARE ENCOURAGED TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE GENERAL PARTNER, AND YOUR OWN LEGAL AND /OR FINANCIAL ADVISORS, TO ASSESS THE MERITS AND RISKS OF INVESTING IN THE CLASS A PREFERRED UNITS, IN ADDITION TO READING THIS ENTIRE MEMORANDUM BEFORE DECIDING TO INVEST IN THE CLASS A PREFERRED UNITS.

DISTRIBUTION OF UNITS

The Company and its General Partner is offering to sell up to 100,000,000 Class A Preferred Units for a commitment to contribute to the capital of the Company of $1.00 per Class A Preferred Unit. The General Partner intends to have at least $2,000,000.00 in capital commitments sold prior to funds being used to pursue the Company's objectives; provided, however, the Company may pursue such objectives at any time even on subscriptions less than this targeted amount, in the General Partner's sole discretion. The Offering will begin on the date on the cover of this Memorandum and shall continue for 12 months following the initial closing, until all of the Class A Preferred Units are sold prior to such time, or unless the General Partner elects, in its sole and absolute discretion, to close or extend the Offering. The Company shall reserve the right to close this Offering at any time without notice. The Company also reserves the right to amend or supplement this Memorandum from time to time including, but not limited to, causing an increase in the number of Class A Preferred Units, an increase in the price per Unit, etc.

The minimum subscription is US $50,000.00, although the General Partner may elect to waive this minimum requirement and accept fractional Unit subscriptions in its sole discretion. Generally, Class A Preferred Units may be purchased on the first day of each month, or other times at the discretion of the General Partner. The Company may engage Placement Agents to identify prospective investors, and pay them Placement Fees as described in "Use of Proceeds." The Company has the right to sell Class A Preferred Units to certain investors with respect to which Placement Fees may be reduced or waived in the General Partner's (or recipient's) sole discretion.

The Class A Preferred Units will not be registered under the Securities Act or any securities laws, rules or regulations of any state, but will be issued in reliance on the exemptions from registration provided for under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. No public market exists for the Class A Preferred Units and no public market is expected to develop in the foreseeable future. This Offering is made only by means of this Memorandum. No certificates will be issued for Class A Preferred Units. Class A Limited Partners will, however, receive written confirmation of their investment in the Company.

To purchase Class A Preferred Units, a new subscriber must (i) complete, execute and deliver to the Company the Subscription Agreement, (ii) complete, execute and deliver to the Company the Investor Suitability Questionnaire and (iii) arrange for payment of the amount of the subscription in accordance with the instructions in the Subscription Agreement. The Company may subsequently also request IRS Form W-8 or W-9 and/or the Prospective Investor's taxpayer identification number. Prospective Investors whose subscriptions have been accepted by the General Partner will be notified of their acceptance into the Company. The General Partner reserves the right to accept or reject subscriptions in whole or in part at its discretion and to close the subscription books at any time without notice.

By subscribing for Class A Preferred Units, you confirm that you meet the suitability standards for purchasers of Class A Preferred Units and agree to be bound by all the terms of the Subscription Agreement (attached as Exhibit B) and the Limited Partnership Agreement (attached as Exhibit C). The Subscription Agreement contains, among other things, representations and warranties of the subscribing investors.

USE OF PROCEEDS

The table on the following page summarizes the estimated use of proceeds from this Offering. Inasmuch as it is impossible to predict exact costs and the expenses necessary to conduct the business of the Company, actual expenditures could vary substantially and materially from the following estimated use of proceeds. The Company reserves the right to materially modify this proposed allocation at any time in light of changing facts and circumstances or market conditions in its sole and absolute discretion.

	Target Minimum Offering		**Maximum Offering**	
Sources of Proceeds	**Dollar Amount**	**Percent of Capital Contributions**	**Dollar Amount**	**Percent of Capital Contributions**
Capital Contributios	$2,000,000.00	100.00%	$100,000,000.00	100.00%
Estimated Use of Proceeds				
Operational Costs [1]	$20,000.00	1.0%	$1,000,000.00	1.0%
Organization & Offering Expenses[2]	$20,000,00	1.0%	$1,000,000.00	1.0%
Total Proceeds	$1,960,000.00	98.00%	$98,000,000.00	98.00%

At this stage, it is impossible to predict exact costs or amounts of capital that will be allocated or expended in the pursuit of our objectives. Actual expenditures will likely vary substantially from the foregoing estimates. Other costs, such as accounting and legal fees, administrative, printing and distribution costs may change without notice.

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[1] *Operational Costs include:*

- *(a) Utilizing funds to engage in the acquisition, operation and disposition of the investments*
- *(b) Other expenses in connection with the Company's business, such as, due diligence, administration, office overhead, market research, legal, tax, title, escrow, recording, accounting, printing, mailing, etc.;*
- *(c) Reimbursement of general and administrative costs and expenses, due diligence, market research, and pre-acquisition research costs in connection with the pursuit of the Company's objectives paid to the Company's Executives, General Partner and/or their affiliates, consultants, or other persons in connection with their management of Company affairs.;*
- *(d) Funds paid to affiliates of the General Partner for services rendered.*

[2] *These expenses include legal, accounting, marketing, and printing expenses.*

THE MANAGER

ROLE OF THE MANAGER

The Manager of the Company is Nanban Ventures AAA Mgmt LLC, a Texas limited liability company. Pursuant to the Limited Partnership Agreement, the Company has appointed the Manager to manage the business, properties and affairs of the Company.

MANAGEMENT TEAM

The following persons serve as officers of the General Partner or provide key services to the Company and the General Partner:

Gopala Krishnan: Gopala Krishnan(GK) was a C-suite level executive in a fortune 100 Information Technology (IT) Service company. In addition to the senior role in IT industry, GK has been very successful in developing investment strategies to generate consistent above market returns from US financial market. GK has used his extensive educational background in Mathematics, Statistics, Computer Science and Engineering and MBA in Finance to develop the strategies. These strategies are copy righted under the name of "GK Strategies".

GK has been using "GK Strategies" to generate consistent returns from US financial market for himself and for his friends and family members.

As Chief Executive Officer and Portfolio manager of Nanban Enterise. GK is managing the private equity fund(s) to generate returns that will consistently over perform the S&P 500 Index. To achieve those kind of returns, GK will be using his proprietary strategies.

Manivannan Shanmugam: Manivannan Shanmugam (Mani) was a Senior IT leader with proven expertise and success in operational and technical leadership at Fortune 100 Bank, running their Advanced Data Analytics division for various banking products. He also led Regulatory Audits at various financial institutions while he was associated with Big 4 Consulting firms.

He comes with demonstrated excellence in contract negotiations, maintaining vendor relationships, software management, change management, building strong relationships & trust at every level of the organization with a passion for people development, building strong self organizing teams to delivery superior results, maintaining great customer relationships and bringing in operational efficiency delivering improved productivity, reduced risk, increased revenue, reduced cost and in generating business opportunities. He has got Bachelors Degree in Commerce and Masters Degree in Computer Science with certifications in Data Analytics / Business Intelligence area.

As Chief Operating Officer, Mani is responsible for running day to day operations of the Nanban Ventures, its private equity funds, knowledge sharing sessions and product division. He will also be playing back up portfolio manager role.

Sakthivel Palani Gounder: Sakthivel Palani Gounder (Sakthi) is Innovative & Thought leader, experienced in leading Research Division in Wealth Management Industry . Led futuristic cutting-edge technology products for Investment Advisors. He has delivered products that helped set strategic direction in the organization.

With FinTech education in HarvardX and his passion towards stock trading, he instrumented personal trading strategies and automated his strategies with strong back-testing methodology.

As Chief InvestmentOfficer (CIO), Sakthi will be leading strategy & Investment division, product development initiative, software support for private equity fund and backup portfolio manager

The Company does not intend to retain employees. As business and operational needs indicate, the Company may lease employees from the Manager or another related party.

Kutraleeshwaran Veerabadran Ramesh (Kutral): Kutral is a multi faceted leader with over 15 years of cumulative experience across Corporate Finance, Venture Investments, Entrepreneurship and Technology domains. He brings to table a unique blend of global exposure having worked major financial hubs across the world – New York, London, Hong Kong, Moscow and Toronto.

Kutral is experienced in addressing growth capital needs from Fortune 500s to Start-up companies. Most recently, he served as the Principal and member of the Investment Committee at Flow Capital (publicly traded Canadian fund), where he assessed and helped provide growth capital to early-stage tech enabled companies across North America.
Previously, he headed the FinTech and Innovation vertical (xLabs) in Canada for Virtusa Corporation, prior to which he was globetrotting as a Corporate & Investment Banker at Citi. Before venturing into the world of investment and finance, Kutral started his career as an engineer with Intel Corporation in California.

As President, Nanban Ventures, Kutral will be leading and overseeing all aspects of venture capital investments and strategic direction of the fund.

SERVICE PROVIDERS

The Company or the General Partner may negotiate consulting or independent contractor agreements with a variety of professional service providers, including, but not limited to, engineers, geologists, miners, managers, realtors, mortgage bankers, surveyors, appraisers, analysts, investment advisors, accountants, money managers, accountants, attorneys, risk managers, brokers, dealers, statisticians, computer technicians, bankers, and consultants. The Company may also enlist the services of other professionals if deemed in the best interest of the Company by the General Partner, in its sole discretion.

COMPENSATION

The General Partner and its affiliates will be paid in connection with their management of Company affairs pursuant to the Limited Partnership Agreement.

Administrative Services Fee

The Company will be paid the Administrative Fee.

Incentive Fee

The Company has issued to the General Partner an aggregate of 150,000,000 Class B Units in exchange for services rendered to or on behalf of the Company in a Limited Partner capacity or in anticipation of being a Limited Partner. Through its Class B Units, the General Partner will share in the profits of the Company as outlined in this Memorandum. Please see "Capitalization" for more information. The Class B Units issued to the General Partner are intended to qualify as a "profits interests" as defined in Revenue Procedure 93-27, 1993-2 C.B. 343.

Reimbursement of Expenses

The Company will pay, or reimburse a General Partner and its affiliates (to the extent actually paid by the General Partner or its affiliates) for, all fees, costs, and expenses incurred or paid on behalf of the Company relating to the formation, operation, dissolution, winding up, or termination of the Company. The General Partner has a profits interest in the Company and intends to cover its expenses, including those listed below, through its portion of Company profits. The General Partner and its affiliates will not be reimbursed by the Company for the following expenses: (i) salaries, compensation or fringe benefits of the managers, officers or employees of the General Partner and its affiliates; (ii) overhead expenses of the General Partner and its affiliates, including, without limitation, rent and general office expenses; and (iii) the cost of providing any services or goods for which the General Partner or its affiliates are otherwise entitled to compensation.

Compensation for Other Services

The General Partner and its affiliates may be compensated for services performed for or on behalf of the Company to the extent that the General Partner is not required to render such services without charge to the Company, provided that the terms and conditions for performing such service, including compensation therefor, on an overall basis, are fair and reasonable to the Company. Such services may include, but are not limited to, legal, accounting, communications, business development, and administrative support. (See "Conflicts of Interest").

Company Expenses

The Company shall pay its operating expenses, including but not limited to: (i) all out-of-pocket expenses associated with the organization of the Company and any of their Subsidiaries; (ii) all costs and expenses related to the day-to-day operations of the Company and any of their Subsidiaries; (iii) legal, accounting, audit, bookkeeping, custodial, consulting, and other professional fees and expenses; (iv) insurance premiums (including liability insurance and other coverages for the benefit of the Company, its Subsidiaries, the General Partner and their respective officers, managers and employees), indemnification payments, costs of litigation, and other extraordinary expenses; (v) costs of financial statements and other reports to the Limited Partners as well as costs of all governmental returns, reports, and other filings; (vi) costs of meetings of, and communications with, the Limited Partners; (vii) public notice costs and other costs incurred to comply with applicable law; (viii) fees and expenses to protect or preserve any property held by the Company as determined by the General Partner; (ix) all fees related to the Company's or its Subsidiaries' use of third party advisors; and (x) all fees and other expenses incurred in connection with the investigation, prosecution or defense of any claims by or against the Company or any of its Subsidiaries (collectively, "**Company Expenses**").

COMPANY MANAGEMENT

Day-to-Day Business Operations

The day-to-day affairs of the Company are controlled and directed by the General Partner. Currently, the executives of the General Partner are Manivannan Shanmugam, Kutraleeshwaran Veerabadran Ramesh, Gopala Krishnan, and Sakthivel Palani Gounder. In the event of the resignation, termination, or incapacity of an Executive, a successor or succeeding Executive may be appointed by the General Partner's managers except in limited circumstances as described in the sections of the "Summary" entitled "Protective Provisions" and "Class A Protective Provisions," the Class A Limited Partners have no voting rights nor do they have any degree of control over management of the Company's business affairs or operations (see "Conflicts of Interest").

Control of the Company

The Company is ultimately controlled by the General Partner, who initially holds all of the voting equity interests in the Company (Class B Units). Ultimate control over the business affairs, policies, and actions of the Company reside with the General Partner.

Although the Class A Limited Partners hold a preferred position in the Company with respect to both liquidation preference and allocation of revenue, capital or other dispositions of Company assets, they will not participate in the conduct of day-to-day operational decisions unless delegated authority from the General Partner in accordance with the Limited Partnership Agreement. The Limited Partnership Agreement and this Memorandum may be amended so long as it does not materially modify the rights of the Class A Limited Partners.

General Partner Actions

Subject to the specific provisions of the Limited Partnership Agreement, the General Partner has the power and authority to take such actions deemed necessary, appropriate, customary or convenient in regard to normal management activities and the conduct of the daily business operations and affairs of the Company, including, but not limited to, the following:

1. The General Partner will act, first and foremost, to endeavor to secure for the Company the most desirable terms, prices and conditions and to elicit business relationships with persons who exhibit both competence and high standards of business ethics and morals.

2. The General Partner will either disburse funds for the employment and retention of contract personnel or otherwise secure, on behalf of the Company, services involving secretarial and clerical help, legal counsel, office equipment, investor relations, accounting, computers, art, printing, technical evaluation and other related activities, on such terms and at such prices as it finds acceptable.

3. The General Partner or its designated liaisons may choose to communicate with the Limited Partners in regard to any news, events, situations, opportunities or problems which have or which may have an effect upon the business condition of the Company.

4. The General Partner may take any and all other actions which are customary or reasonable related to the acquisition, ownership, development, improvement, management, leasing or disposition of Company assets.

5. The General Partner will conduct normal financial transactions, including, but not limited to, the opening of bank accounts and keeping of balances, the issuance of checks for expenses, cash payout, revenue distributions, space lease negotiation, and other normal business transactions.