

MEMORANDUM# \_\_\_\_\_

ISSUED TO: \_\_\_\_\_

## **CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM**

### **PCC CAPITAL INVESTMENTS, LLC**

A Delaware Limited Liability Corporation

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\$100,000,000

Minimum Offering Amount: \$2,000,000

\$500,000 per Promissory Note (Unit)

MINIMUM PURCHASE - 1 Promissory Note

6.25% Annual Rate of Return, Paid Annually

Maturity Date: 60 months

Redemption at Maturity - \$500,000 per Unit

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PCC CAPITAL INVESTMENTS, LLC, a Delaware Limited Liability Corporation (hereinafter referred to as the "COMPANY"), is offering by means of this Confidential Private Placement Memorandum a minimum of Four (4) and a maximum of Two Hundred (200) Unsecured Promissory Notes ("Notes") at an offering price of **Five Hundred Thousand (\$500,000) Dollars per Note**, for a minimum of **Two Million Dollars (\$2,000,000)** and a maximum total of **One Hundred Million Dollars (\$100,000,000)**, to qualified investors who meet the Investor Suitability Requirements set forth herein (see "INVESTOR SUITABILITY REQUIREMENTS"). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see "TERMS OF THE OFFERING").

THESE SECURITIES ARE SPECULATIVE AND  
INVESTMENT IN THE NOTES INVOLVES A DEGREE  
OF RISK  
(SEE "RISK FACTORS")

The date of this Private Placement Memorandum is May 31, 2015

	<b>Offering Price</b>	<b>Selling Commissions</b>	<b>Proceeds to Company</b>
Per Unit	\$500,000	\$50,000	\$450,000
Minimum Units	\$2,000,000	\$200,000	\$1,800,000
Maximum Units	\$100,000,000	\$10,000,000	\$90,000,000



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Telephone: (301) 570-9100  
Facsimile: 240-363-0062  
info@pcccapital.com

#### IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum (“Memorandum”) is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced or distributed to others without the prior written consent of PCC Capital Investments, LLC (“Company”). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

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## Contents

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM .....	0
DISCLAIMERS .....	3
JURISDICTIONAL (NASAA) LEGENDS .....	4
FOREIGN JURISDICTIONAL LEGENDS.....	19
SUMMARY OF THE OFFERING.....	22
TERMS OF THE OFFERING .....	26
PLAN OF DISTRIBUTION .....	28
CAPITALIZATION STATEMENT.....	32
MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS .....	33
INVESTOR PRINCIPAL PROTECTION FEATURE .....	38
INVESTOR SUITABILITY REQUIREMENTS.....	42
GLOSSARY OF TERMS.....	48
EXHIBIT A - SUBSCRIPTION AGREEMENT .....	50
Subscription Agreement .....	52
EXHIBIT B - PROMISSORY NOTE.....	65
EXHIBIT C - PCC CAPITAL INVESTMENTS, LLC.....	69
EXHIBIT D – BSEP+ Principal Protector™ .....	73
EXHIBIT E - PCC CAPITAL INVESTMENTS, LLC BUSINESS PLAN .....	76
EXECUTIVE SUMMARY .....	76

## **DISCLAIMERS**

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN RULE 506 OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES ARE LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY

REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

### **JURISDICTIONAL (NASAA) LEGENDS**

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

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

1. NOTICE TO ALASKA RESIDENTS ONLY: THE SECURITIES OFFERED HAVE NOT BEEN REGISTERED WITH THE ADMINISTRATOR OF SECURITIES OF THE STATE OF ALASKA UNDER PROVISIONS OF 3 AAC 08.500-3 AAC 08.504. THE INVESTOR IS ADVISED THAT THE ADMINISTRATOR HAS MADE ONLY A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT SINCE THE DOCUMENT IS NOT REQUIRED TO BE FILED WITH THE ADMINISTRATOR. THE FACT OF REGISTRATION DOES NOT MEAN THAT THE ADMINISTRATOR HAS PASSED IN ANY WAY UPON THE MERITS, RECOMMENDED, OR APPROVED THE SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS A VIOLATION OF 45.55.170. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.
2. NOTICE TO ARIZONA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE ARIZONA SECURITIES ACT IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION PURSUANT TO A.R.S. SECTION 44-1844 (1) AND THEREFORE CANNOT BE RESOLD UNLESS THEY ARE ALSO REGISTERED OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.
3. NOTICE TO ARKANSAS RESIDENTS ONLY: THESE SECURITIES ARE OFFERED IN RELIANCE UPON CLAIMS OF EXEMPTION UNDER THE ARKANSAS SECURITIES ACT AND SECTION 4(2) OF THE SECURITIES ACT OF 1933. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE ARKANSAS SECURITIES DEPARTMENT OR WITH THE SECURITIES AND EXCHANGE COMMISSION. NEITHER THE DEPARTMENT NOR THE COMMISSION HAS PASSED UPON THE VALUE OF THESE SECURITIES, MADE ANY RECOMMENDATIONS AS TO THEIR PURCHASE, APPROVED OR DISAPPROVED THIS OFFERING OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.
4. FOR CALIFORNIA RESIDENTS ONLY: THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS OFFERING HAS NOT BEEN

QUALIFIED WITH COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFORE PRIOR TO SUCH QUALIFICATIONS IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPTED FROM QUALIFICATION BY SECTION 25100, 25102, OR 25104 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS OFFERING ARE EXPRESSLY CONDITION UPON SUCH QUALIFICATIONS BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

5. FOR COLORADO RESIDENTS ONLY: THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT OF 1991 BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT OF 1991, IF SUCH REGISTRATION IS REQUIRED.
  
6. NOTICE TO CONNECTICUT RESIDENTS ONLY: SHARES ACQUIRED BY CONNECTICUT RESIDENTS ARE BEING SOLD AS A TRANSACTION EXEMPT UNDER SECTION 36- 409(b) (9) (A) OF THE CONNECTICUT, UNIFORM SECURITIES ACT. THE SHARES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF CONNECTICUT. ALL INVESTORS SHOULD BE AWARE THAT THERE ARE CERTAIN RESTRICTIONS AS TO THE TRANSFERABILITY OF THE SHARES.
  
7. NOTICE TO DELAWARE RESIDENTS ONLY: IF YOU ARE A DELAWARE RESIDENT, YOU ARE HEREBY ADVISED THAT THESE SECURITIES ARE BEING OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE DELAWARE SECURITIES ACT. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.
  
8. NOTICE TO DISTRICT OF COLUMBIA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES BUREAU OF THE DISTRICT OF COLUMBIA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.



9. NOTICE TO FLORIDA RESIDENTS ONLY: THE SHARES DESCRIBED HEREIN HAVE NOT BEEN REGISTERED WITH THE FLORIDA DIVISION OF SECURITIES AND INVESTOR PROTECTION UNDER THE FLORIDA SECURITIES ACT. THE SHARES REFERRED TO HEREIN WILL BE SOLD TO, AND ACQUIRED BY THE HOLDER IN A TRANSACTION EXEMPT UNDER SECTION 517.061 OF SAID ACT. THE SHARES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. IN ADDITION, ALL OFFEREES WHO ARE FLORIDA RESIDENTS SHOULD BE AWARE THAT SECTION 517.061(11)(a)(5) OF THE ACT PROVIDES, IN RELEVANT PART, AS FOLLOWS: "WHEN SALES ARE MADE TO FIVE OR MORE PERSONS IN [FLORIDA], ANY SALE IN [FLORIDA] MADE PURSUANT TO [THIS SECTION] IS VOIDABLE BY THE PURCHASER IN SUCH SALE EITHER WITHIN 3 DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT OR WITHIN 3 DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER." THE AVAILABILITY OF THE PRIVILEGE TO VOID SALES PURSUANT TO SECTION 517.061(11) IS HEREBY COMMUNICATED TO EACH FLORIDA OFFEREE. EACH PERSON ENTITLED TO EXERCISE THE PRIVILEGE TO AVOID SALES GRANTED BY SECTION 517.061 (11) (A)(5) AND WHO WISHES TO EXERCISE SUCH RIGHT, MUST, WITHIN 3 DAYS AFTER THE TENDER OF ANY AMOUNT TO THE COMPANY OR TO ANY AGENT OF THE COMPANY (INCLUDING THE SELLING AGENT OR ANY OTHER DEALER ACTING ON BEHALF OF THE PARTNERSHIP OR ANY SALESMAN OF SUCH DEALER) OR AN ESCROW AGENT CAUSE A WRITTEN NOTICE OR TELEGRAM TO BE SENT TO THE COMPANY AT THE ADDRESS PROVIDED IN THIS CONFIDENTIAL EXECUTIVE SUMMARY. SUCH LETTER OR TELEGRAM MUST BE SENT AND, IF POSTMARKED, POSTMARKED ON OR PRIOR TO THE END OF THE AFOREMENTIONED THIRD DAY. IF A PERSON IS SENDING A LETTER, IT IS PRUDENT TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ASSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME IT WAS MAILED. SHOULD A PERSON MAKE THIS REQUEST ORALLY, HE MUST ASK FOR WRITTEN CONFIRMATION THAT HIS REQUEST HAS BEEN RECEIVED.

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



11. NOTICE TO HAWAII RESIDENTS ONLY: NEITHER THIS PROSPECTUS NOR THE SECURITIES DESCRIBED HEREIN BEEN APPROVED OR DISAPPROVED BY THE COMMISSIONER OF SECURITIES OF THE STATE OF HAWAII NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS.
  
12. NOTICE TO IDAHO RESIDENTS ONLY: THESE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE IDAHO SECURITIES ACT IN RELIANCE UPON EXEMPTION FROM REGISTRATION PURSUANT TO SECTION 30-14-203 OR 302(c) THEREOF AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SAID ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SAID ACT.
  
13. NOTICE TO ILLINOIS RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECRETARY OF THE STATE OF ILLINOIS NOR HAS THE STATE OF ILLINOIS PASSED UPON THE ACCURACY OR ADEQUACY OF THE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.
  
14. NOTICE TO INDIANA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 23-2-1-2 OF THE INDIANA SECURITIES LAW AND HAVE NOT BEEN REGISTERED UNDER SECTION 23-2-1-3. THEY CANNOT THEREFORE BE RESOLD UNLESS THEY ARE REGISTERED UNDER SAID LAW OR UNLESS AN EXEMPTION FORM REGISTRATION IS AVAILABLE. A CLAIM OF EXEMPTION UNDER SAID LAW HAS BEEN FILED, AND IF SUCH EXEMPTION IS NOT DISALLOWED SALES OF THESE SECURITIES MAY BE MADE. HOWEVER, UNTIL SUCH EXEMPTION IS GRANTED, ANY OFFER MADE PURSUANT HERETO IS PRELIMINARY AND SUBJECT TO MATERIAL CHANGE.
  
15. NOTICE TO IOWA RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED; THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE

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

16. NOTICE TO KANSAS RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 81-5-6 OF THE KANSAS SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.
  
17. NOTICE TO KENTUCKY RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER RULE 808 OF THE KENTUCKY SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.
  
18. NOTICE TO LOUISIANA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER RULE 1 OF THE LOUISIANA SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.
  
19. NOTICE TO MAINE RESIDENTS ONLY: THE ISSUER IS REQUIRED TO MAKE A REASONABLE FINDING THAT THE SECURITIES OFFERED ARE A SUITABLE INVESTMENT FOR THE PURCHASER AND THAT THE PURCHASER IS FINANCIALLY ABLE TO BEAR THE RISK OF LOSING THE ENTIRE AMOUNT INVESTED. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION UNDER §16202(15) OF THE MAINE UNIFORM SECURITIES ACT AND ARE NOT REGISTERED WITH THE SECURITIES ADMINISTRATOR OF THE STATE OF MAINE. THE

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

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

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

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

22. TO RESIDENTS OF MICHIGAN: NO SALE OF THE SECURITIES WILL BE MADE TO RESIDENTS OF THE STATE OF MICHIGAN WHO ARE UNACCREDITED INVESTORS IF THE AMOUNT OF SUCH INVESTMENT IN THE SECURITIES WOULD EXCEED TEN PERCENT (10%) OF SUCH INVESTOR'S NET WORTH (EXCLUDING PRINCIPAL RESIDENCE, FURNISHINGS THEREIN AND PERSONAL AUTOMOBILES).

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

24. NOTICE TO MINNESOTA RESIDENTS ONLY: THESE SECURITIES BEING OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER CHAPTER 80A OF THE MINNESOTA SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO REGISTRATION, OR AN EXEMPTION THEREFROM.
25. NOTICE TO MISSISSIPPI RESIDENTS ONLY: THE SHARES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE MISSISSIPPI SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE MISSISSIPPI SECRETARY OF STATE OR WITH THE SECURITIES AND EXCHANGE COMMISSION. NEITHER THE SECRETARY OF STATE NOR THE COMMISSION HAS PASSED UPON THE VALUE OF THESE SECURITIES, OR APPROVED OR DISAPPROVED THIS OFFERING. THE SECRETARY OF STATE DOES NOT RECOMMEND THE PURCHASE OF THESE OR ANY OTHER SECURITIES. EACH PURCHASER OF THE SECURITIES MUST MEET CERTAIN SUITABILITY STANDARDS AND MUST BE ABLE TO BEAR AN ENTIRE LOSS OF THIS INVESTMENT. THE SECURITIES MAY NOT BE TRANSFERRED FOR A PERIOD OF ONE (1) YEAR EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE MISSISSIPPI SECURITIES ACT OR IN A TRANSACTION IN COMPLIANCE WITH THE MISSISSIPPI SECURITIES ACT.
26. FOR MISSOURI RESIDENTS ONLY: THE SECURITIES OFFERED HEREIN WILL BE SOLD TO, AND ACQUIRED BY, THE PURCHASER IN A TRANSACTION EXEMPT UNDER SECTION 4.G OF THE MISSOURI SECURITIES LAW OF 1953, AS AMENDED. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF MISSOURI. UNLESS THE SECURITIES ARE SO REGISTERED, THEY MAY NOT BE OFFERED FOR SALE OR RESOLD IN THE STATE OF MISSOURI, EXCEPT AS A SECURITY, OR IN A TRANSACTION EXEMPT UNDER SAID ACT.
27. NOTICE TO MONTANA RESIDENTS ONLY: IN ADDITION TO THE INVESTOR SUITABILITY STANDARDS THAT ARE OTHERWISE APPLICABLE, ANY INVESTOR WHO IS A MONTANA RESIDENT MUST HAVE A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) IN EXCESS OF FIVE (5) TIMES THE AGGREGATE AMOUNT INVESTED BY SUCH INVESTOR IN THE SHARES.
28. NOTICE TO NEBRASKA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS

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

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

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

31. NOTICE TO NEW JERSEY RESIDENTS ONLY: IF YOU ARE A NEW JERSEY RESIDENT AND YOU ACCEPT AN OFFER TO PURCHASE THESE SECURITIES PURSUANT TO THIS MEMORANDUM, YOU ARE HEREBY ADVISED THAT THIS MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.
32. NOTICE TO NEW MEXICO RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE New Mexico DEPARTMENT OF BANKING NOR HAS THE SECURITIES DIVISION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.
33. NOTICE TO NEW YORK RESIDENTS ONLY: THIS DOCUMENT HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE COMPANY HAS TAKEN NO STEPS TO CREATE AN AFTER MARKET FOR THE SHARES OFFERED HEREIN AND HAS MADE NO ARRANGEMENTS WITH BROKERS OF OTHERS TO TRADE OR MAKE A MARKET IN THE SHARES. AT SOME TIME IN THE FUTURE, THE COMPANY MAY ATTEMPT TO ARRANGE FOR INTERESTED BROKERS TO TRADE OR MAKE A MARKET IN THE SECURITIES AND TO QUOTE THE SAME IN A PUBLISHED QUOTATION MEDIUM, HOWEVER, NO SUCH ARRANGEMENTS HAVE BEEN MADE AND THERE IS NO ASSURANCE THAT ANY BROKERS WILL EVER HAVE SUCH AN INTEREST IN THE SECURITIES OF THE COMPANY OR THAT THERE WILL EVER BE A MARKET THEREFORE.
34. NOTICE TO NORTH CAROLINA RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FORGOING AUTHORITIES HAVE NOT CONFIRMED ACCURACY OR DETERMINED ADEQUACY OF THIS DOCUMENT. REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON



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

35. NOTICE TO NORTH DAKOTA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.
36. NOTICE TO OHIO RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 107.03(2) OF THE OHIO SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.
37. NOTICE TO OKLAHOMA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED FOR SALE IN THE STATE OF OKLAHOMA IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION FOR PRIVATE OFFERINGS. ALTHOUGH A PRIOR FILING OF THIS MEMORANDUM AND THE INFORMATION HAS BEEN MADE WITH THE OKLAHOMA SECURITIES COMMISSION, SUCH FILING IS PERMISSIVE ONLY AND DOES NOT CONSTITUTE AN APPROVAL, RECOMMENDATION OR ENDORSEMENT, AND IN NO SENSE IS TO BE REPRESENTED AS AN INDICATION OF THE INVESTMENT MERIT OF SUCH SECURITIES. ANY SUCH REPRESENTATION IS UNLAWFUL.
38. NOTICE TO OREGON RESIDENTS ONLY: THE SECURITIES OFFERED HAVE BEEN REGISTERED WITH THE CORPORATION COMMISSION OF THE STATE OF OREGON UNDER PROVISIONS OF OAR 815 DIVISION 36. THE INVESTOR IS ADVISED THAT THE COMMISSIONER HAS MADE ONLY A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT SINCE THE DOCUMENT IS NOT REQUIRED TO BE FILED WITH THE COMMISSIONER. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE COMPANY CREATING THE SECURITIES, AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.



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

ACCORDANCE WITH WAIVERS ESTABLISHED BY RULE OR ORDER OF THE COMMISSION, AND THEREAFTER ONLY PURSUANT TO AN EFFECTIVE REGISTRATION OR EXEMPTION.

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

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

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

43. NOTICE TO TENNESSEE RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD. EXCEPT AS PERMITTED UNDER THE

SECURITIES ACT OF 1933, AS AMENDED AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

44. NOTICE TO TEXAS RESIDENTS ONLY: THE SECURITIES OFFERED HEREUNDER HAVE NOT BEEN REGISTERED UNDER APPLICABLE TEXAS SECURITIES LAWS AND, THEREFORE, ANY PURCHASER THEREOF MUST BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SECURITIES CANNOT BE RESOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER SUCH SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. FURTHER, PURSUANT TO §109.13 UNDER THE TEXAS SECURITIES ACT, THE COMPANY IS REQUIRED TO APPRISE PROSPECTIVE INVESTORS OF THE FOLLOWING: A LEGEND SHALL BE PLACED, UPON ISSUANCE, ON CERTIFICATES REPRESENTING SECURITIES PURCHASED HEREUNDER, AND ANY PURCHASER HEREUNDER SHALL BE REQUIRED TO SIGN A WRITTEN AGREEMENT THAT HE WILL NOT SELL THE SUBJECT SECURITIES WITHOUT REGISTRATION UNDER APPLICABLE SECURITIES LAWS, OR EXEMPTIONS THEREFROM.
45. NOTICE TO UTAH RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE UTAH SECURITIES ACT. THE SECURITIES CANNOT BE TRANSFERRED OR SOLD EXCEPT IN TRANSACTIONS WHICH ARE EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.
46. NOTICE TO VERMONT RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE STATE OF VERMONT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.
47. NOTICE TO VIRGINIA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION UNDER SECTION 13.1-514 OF THE VIRGINIA SECURITIES ACT AND MAY NOT BE RE- OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT

AND APPLICABLE RULES PROMULGATED THEREUNDER.

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

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

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

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

A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000); AND THE PURCHASE PRICE OF SHARES SUBSCRIBED FOR MAY NOT EXCEED TWENTY PERCENT (20%) OF THE NET WORTH OF THE SUBSCRIBER; AND "TAXABLE INCOME" AS DEFINED IN SECTION 63 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, DURING THE LAST TAX YEAR AND ESTIMATED "TAXABLE INCOME" DURING THE CURRENT TAX YEAR SUBJECT TO A FEDERAL INCOME TAX RATE OF NOT LESS THAN THIRTY-THREE PERCENT (33%). IN ORDER TO VERIFY THE FOREGOING, ALL SUBSCRIBERS

WHO ARE WYOMING RESIDENTS WILL BE REQUIRED TO REPRESENT IN THE SUBSCRIPTION AGREEMENT THAT THEY MEET THESE WYOMING SPECIAL INVESTOR SUITABILITY REQUIREMENTS.

During the course of the Offering and prior to any sale, each offeree of the Shares and his or her professional advisor(s), if any, are invited to ask questions concerning the terms and conditions of the Offering and to obtain any additional information necessary to verify the accuracy of the information set forth herein. Such information will be provided to the extent the Company possess such information or can acquire it without unreasonable effort or expense.

EACH PROSPECTIVE INVESTOR WILL BE GIVEN AN OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, MANAGEMENT OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORTS OR EXPENSE, NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM. IF YOU HAVE ANY QUESTIONS WHATSOEVER REGARDING THIS OFFERING, OR DESIRE ANY ADDITIONAL INFORMATION OR DOCUMENTS TO VERIFY OR SUPPLEMENT THE INFORMATION CONTAINED IN THIS MEMORANDUM, PLEASE WRITE OR CALL:

## **FOREIGN JURISDICTIONAL LEGENDS**

FOR PERSONS WHO ARE NEITHER NATIONALS, CITIZENS, RESIDENTS NOR ENTITIES OF THE UNITED STATES: THESE SECURITIES HAVE NOT AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT AND, INsofar AS SUCH SECURITIES ARE OFFERED AND SOLD TO PERSONS WHO ARE NEITHER NATIONALS, CITIZENS, RESIDENTS NOR ENTITIES OF THE UNITED STATES, THEY MAY NOT BE TRANSFERRED OR RESOLD DIRECTLY OR INDIRECTLY IN THE UNITED STATES, ITS TERRITORIES OR POSSESSIONS, RESIDENTS OR ENTITIES NORMALLY RESIDENT THEREIN (OR TO ANY PERSON ACTING FOR THE ACCOUNT OF ANY SUCH NATIONAL, CITIZEN, ENTITY OR RESIDENT). FURTHER RESTRICTIONS ON TRANSFER WILL BE IMPOSED TO PREVENT SUCH SECURITIES FROM BEING HELD BY UNITED STATES PERSONS.

FOR RESIDENTS OF BRAZIL: THE SECURITIES HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH THE COMISSÃO DE VALORES MOBILIÁRIOS (THE BRAZILIAN SECURITIES COMMISSION). THE SECURITIES MAY NOT BE OFFERED OR SOLD IN THE FEDERATIVE REPUBLIC OF BRAZIL EXCEPT IN

**CIRCUMSTANCES WHICH DO NOT CONSTITUTE A PUBLIC OFFERING OR DISTRIBUTION UNDER BRAZILIAN LAWS AND REGULATIONS.**

FOR RESIDENTS OF CHILE: THE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SUPERINTENDENCIA DE VALORES Y SEGUROS IN CHILE AND MAY NOT BE OFFERED OR SOLD PUBLICLY IN CHILE. NO OFFER, SALES OR DELIVERIES OF THE SECURITIES OR DISTRIBUTION OF THIS PRICING SUPPLEMENT OR THE ACCOMPANYING PROSPECTUS SUPPLEMENT OR PROSPECTUS, MAY BE MADE IN OR FROM CHILE EXCEPT IN CIRCUMSTANCES WHICH WILL RESULT IN COMPLIANCE WITH ANY APPLICABLE CHILEAN LAWS AND REGULATIONS.

FOR RESIDENTS OF HONG KONG: NO ACTION HAS BEEN TAKEN TO PERMIT AN OFFERING OF THE SECURITIES TO THE PUBLIC IN HONG KONG AS THE SECURITIES HAVE NOT BEEN AUTHORIZED BY THE SECURITIES AND FUTURES COMMISSION OF HONG KONG AND, ACCORDINGLY, NO ADVERTISEMENT, INVITATION OR DOCUMENT RELATING TO THE SECURITIES, WHETHER IN HONG KONG OR ELSEWHERE, SHALL BE ISSUED, CIRCULATED OR DISTRIBUTED WHICH IS DIRECTED AT, OR THE CONTENTS OF WHICH ARE LIKELY TO BE ACCESSED OR READ BY, THE PUBLIC IN HONG KONG OTHER THAN (I) WITH RESPECT TO THE SECURITIES WHICH ARE OR ARE INTENDED TO BE DISPOSED OF ONLY TO PERSONS OUTSIDE HONG KONG OR ONLY TO PROFESSIONAL INVESTORS WITHIN THE MEANING OF THE SECURITIES AND FUTURES ORDINANCE (CAP. 571) OF HONG KONG ( SFO ) AND ANY RULES MADE THEREUNDER OR (II) IN CIRCUMSTANCES THAT DO NOT CONSTITUTE AN INVITATION TO THE PUBLIC FOR THE PURPOSES OF THE SFO.

FOR RESIDENTS OF MEXICO: THE SECURITIES HAVE NOT BEEN REGISTERED WITH THE NATIONAL REGISTRY OF SECURITIES MAINTAINED BY THE MEXICAN NATIONAL BANKING AND SECURITIES COMMISSION AND MAY NOT BE OFFERED OR SOLD PUBLICLY IN MEXICO. THIS PRICING SUPPLEMENT AND THE ACCOMPANYING PROSPECTUS SUPPLEMENT AND PROSPECTUS MAY NOT BE PUBLICLY DISTRIBUTED IN MEXICO.

NOTICE TO PUERTO RICO RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE OFFICE OF THE COMMISSIONER OF FINANCIAL INSTITUTIONS OF THE COMMONWEALTH OF PUERTO RICO NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR RESIDENTS OF SINGAPORE: THE AGENT AND EACH DEALER REPRESENT AND AGREE THAT THEY WILL NOT OFFER OR SELL THE SECURITIES NOR MAKE THE SECURITIES THE SUBJECT OF AN



INVITATION FOR SUBSCRIPTION OR PURCHASE, NOR WILL THEY CIRCULATE OR DISTRIBUTE THIS PRICING SUPPLEMENT, THE ACCOMPANYING PROSPECTUS SUPPLEMENT OR PROSPECTUS OR ANY OTHER DOCUMENT OR MATERIAL IN CONNECTION WITH THE OFFER OR SALE, OR INVITATION FOR PS-29 SUBSCRIPTION OR PURCHASE, OF THE SECURITIES, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN SINGAPORE OTHER THAN: (A) AN INSTITUTIONAL INVESTOR (AS DEFINED IN SECTION 4A OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE (THE SFA )); (B) AN ACCREDITED INVESTOR (AS DEFINED IN SECTION 4A OF THE SFA), AND IN ACCORDANCE WITH THE CONDITIONS, SPECIFIED IN SECTION 275 OF THE SFA; (C) A PERSON WHO ACQUIRES THE SECURITIES FOR AN AGGREGATE CONSIDERATION OF NOT LESS THAN SINGAPORE DOLLARS TWO HUNDRED THOUSAND (S\$200,000) (OR ITS EQUIVALENT IN A FOREIGN CURRENCY) FOR EACH TRANSACTION, WHETHER SUCH AMOUNT IS PAID FOR IN CASH, BY EXCHANGE OF SHARES OR OTHER ASSETS, UNLESS OTHERWISE PERMITTED BY LAW; OR (D) OTHERWISE PURSUANT TO, AND IN ACCORDANCE WITH THE CONDITIONS OF, ANY OTHER APPLICABLE PROVISION OF THE SFA.

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## **SUMMARY OF THE OFFERING**

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

PCC CAPITAL INVESTMENTS, LLC (the “Company”) was formed on February 10, 2014 as a Delaware Limited Liability Corporation. The Company is in the business of acquiring real estate, rehabilitating, and reselling at competitive after-repair- value.

The Securities offered are Two Hundred (200) Notes issued by the Company at Five Hundred Thousand (\$500,000) Dollars per Note, payable in cash at the time of subscription (see “Exhibit “B” for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of six point five (6.5%) percent simple interest, paid annually, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. The Notes offered pursuant to this Private Placement Memorandum will be secured by real estate.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on June 1, 2015, and will terminate no later than May 31, 2016, unless extended by the Company (see “TERMS OF THE OFFERING”).

The gross proceeds of the offering will be a minimum of Two Million (\$2,000,000) Dollars and a maximum of One Hundred Million

(\$100,000,000) Dollars. The use of the proceeds is to include acquiring opportunistic, distressed, foreclosed, bank-owned or government-owned real estate as described herein and for other projects which Management deems to be viable (see "USE OF PROCEEDS").

## **THE COMPANY**

PCC CAPITAL INVESTMENTS, LLC (the "Company") was formed on February 10, 2014, as a Delaware Limited Liability Corporation. At the date of this offering, One Thousand (1,000) of the Company's Membership Units were authorized, issued and outstanding. The Company is in the business of buying, rehabilitating and reselling real estate.

## **OPERATIONS**

PCC Capital Investments, LLC (The Company) is in the business of raising and investing private investor capital for the purpose of buying special situations, opportunistic, discounted, distressed, foreclosed, or bank-owned commercial or residential real estate, and other opportunistic projects which Management evaluates and determines deserving of funding.

The Company uses funds from private investor to acquire and repair or improve the targeted real estate to market values comparable to other nearby properties. The investor is secured with a Note and a Mortgage or Deed of Trust (whichever is specific to the state) against the target property, with a 6.5% per annum simple interest yield, OR 15% of the profit generated by the re-sale of the improved property, whichever is greater. The investor's funds are borrowed on a 60-month maturity, with annual interest only payments, with principal due on the maturity date of the Note, or when the subject property or project sells, whichever comes first.

The Company's Managing Director is Michael J. Weiner, who also owns PreConstruction Catalysts, Inc, a funding advisor and facilitation service for international infrastructure projects. PCC Capital Investments puts together

real estate deals with calculated profit potential meeting its criteria.

Private investors are defined here as individuals or corporate entities who own cash assets for investment.

SEE “EXHIBIT D - BUSINESS PLAN.”

## **BUSINESS PLAN**

PCC Capital Investments, LLC Business Plan, included as Exhibit D of this Memorandum, was prepared by the Company using assumptions set forth in the Business Plan, including several forward looking statements. Each prospective investor should carefully review the Business Plan before purchasing Notes. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

## **MANAGEMENT**

### **LLC MANAGERS**

The success of the company is dependent upon the services and expertise of existing management.<sup>1</sup>

Michael J. Weiner – CEO and President:

Mr. Weiner, 60, has owned and operated several successful businesses over a 40 year history. He is CEO of PreConstruction Catalysts, which is a project funding resource firm specializing in humanitarian and environmental projects internationally. With several high-level and unique relationships in international banking, he regularly evaluates project business plans and engages with the principals to develop their submissions to funding sources. Mr. Weiner is married with 3 grown children, lives in the Olney, Maryland

area, has been involved in the local community as a past President of the Sandy Spring Volunteer Fire Department, and has previously held a real estate salesperson's license (Maryland), a mortgage originator's license (Maryland), and life insurance licenses. He has earned a Master of Business Administration, a Bachelor of Arts in Business, and a Bachelor of Science in Communications.

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<sup>1</sup>The management team, upon funding, will be further expanded with qualified and experienced management talent as the Company matures and grows.

## **TERMS OF THE OFFERING**

### **GENERAL TERMS OF THE OFFERING**

This Private Offering Memorandum is offering a minimum of forty (40) And a maximum of Two Hundred (200) Notes at Five Hundred Thousand (\$500,000) Dollars per Note, for a minimum of Two Million (\$2,000,000) Dollars and a maximum of One Hundred Million (\$100,000,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see “INVESTOR SUITABILITY REQUIREMENTS”). The Company has the authority to sell fractional Notes at its sole discretion. The Company has set a minimum offering proceeds figure of \$2,000,000 (the “minimum offering proceeds”) for this Offering.

### **MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT**

The Company has established an Investment Holding Account with Bank of America, into which the minimum offering proceeds will be placed. At least 4 (Four) Notes must be sold for a total of \$2,000,000 before such proceeds will be released from the holding account and utilized by the Company. After the minimum number of Notes are sold, all subsequent proceeds from the sale of Notes will be placed into a segregated escrow account, for use in acquisition or funding of property on a cash basis.

### **NON-TRANSFERABILITY OF NOTES**

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as

amended (the “Securities Act”), and are being offered in reliance upon an exemption under Rule 506 of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

### **CLOSING OF THE OFFERING**

The Notes are offered and closed only when a properly completed Subscription Agreement (Exhibit A); Note (Exhibit B), and Investor Questionnaire (Exhibit C) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or

revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see "USE OF PROCEEDS").

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon reaching the minimum offering amount of Two Million (\$2,000,000) Dollars;
2. Upon receipt of the maximum offering subscription amount of One Hundred Million (\$100,000,000) Dollars;
3. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

## **PLAN OF DISTRIBUTION**

### **OFFERING OF NOTES**

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel,



pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum and without any form of general solicitation or advertising. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a “best efforts” basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as defined herein (see “TERMS OF THE OFFERING”).

### **PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS**

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

### **DESCRIPTION OF NOTES**

#### **NOTES**

The Company is offering Two Hundred (200) Notes of the Company to potential investors at Five Hundred Thousand (\$500,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (4) notes. The Notes will have an annual rate of return of six and one-half (6.5%) percent simple interest over the term

thereof, with a maturity date of sixty (60) months from the Commencement Date of each Note. Interest shall be paid annually. All principal shall be paid at maturity unless extended by mutual agreement. Principal may be prepaid at the sole discretion of the Company, without a prepayment penalty. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as Exhibit B.

### **SECURITY FOR PAYMENT OF THE NOTES**

The Notes being offered by the Company in this Private Placement Offering are secured Notes against the real estate acquired and rehabilitated, or the assets of the funded project. As each property is resold, or each project concludes, the Notes will be secured by transfer against additional real estate acquired and rehabilitated, on a revolving basis.

### **REPORTS TO NOTEHOLDERS**

The Company will furnish annual unaudited reports to its Noteholders ninety (90) days after its fiscal year. The Company may issue other Interim reports to its Noteholders as it deems appropriate. The Company's fiscal year ends on December 31<sup>st</sup> of each year.

### **USE OF PROCEEDS**

The gross proceeds of the Offering will be a minimum of Two Million (\$2,000,000) Dollars and a maximum of One Hundred Million (\$100,000,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

## Sources

	Maximum Amount	Percent of Proceeds	Minimum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$100,000,000	100%	\$2,000,000	100%

## Application of Proceeds

Offering Expenses (1)	\$50,000	0.5%	\$20,000	0.1%
Commissions (2)	\$10,000,000	10%	\$200,000	10%
Total Offering Expenses & Fees	\$10,050,000	10.5%	\$220,000	10.1%
Net Offering Proceeds	\$89,050,000	89.5%	\$1,780,000	89.9%

<sup>2</sup> (1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the FINRA and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

Marketing	\$ 100,000		\$ 100,000	
Web Site Development	\$ 50,000		\$ 50,000	
Debt Reduction	\$ 75,000		\$ 75,000	
Legal, Accounting	\$ 75,000		\$ 75,000	
Working Capital	\$89,080,000		\$ 1,480,000	
Equipment	\$ 0			

Total Application of Proceeds	\$89,050,000	100%	\$1,780,000	100%
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## CAPITALIZATION STATEMENT

### CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Two Hundred (200) Notes or One Hundred Million (\$100,000,000) Dollars.

	AS ADJUSTED 5/30/15	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$100,000,000</u>
Membership Units \$.01 par value, 1,000 Shares authorized, 1000 Shares issued and outstanding	\$100	\$100
Net Shareholders' Equity	\$100	\$100
<b>TOTAL CAPITALIZATION</b>	<u>\$100</u>	<u>\$100,000,100</u>

## **MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

### **RESULTS OF OPERATIONS**

The Company is a development stage company and has not yet commenced its principal operations. It has been evaluating selected projects and property opportunities, and upon funding, will be ready to begin investing.

### **LIQUIDITY AND CAPITAL RESOURCES**

The Company's liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

### **CERTAIN TRANSACTIONS**

**DELAWARE LIMITED LIABILITY CORPORATION**  
**PCC CAPITAL INVESTMENTS, LLC is a privately held Delaware Limited Liability Corporation, incorporated on February, 10, 2014.**

### **PRIVATE OFFERING OF NOTES**

The Company is authorized to offer in this private offering, up to One Hundred Million (\$100,000,000) Dollars of Notes to selected investors, effective on May 31, 2015.

## **FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY**

### **GENERAL**

The Officers and Directors of the Company are accountable to the Company as fiduciaries and such Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Noteholder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Noteholder may be able to bring an action on behalf of himself in the event the Noteholder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

### **INDEMNIFICATION**

Indemnification is permitted by the Company to directors, officers or controlling persons pursuant to Delaware law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a

person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

### **RISK FACTORS**

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

### **FORMATION OF THE COMPANY**

The Company was formed on February 10, 2014. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications and delays may occur with a new Company.

### **CONTROL BY COMPANY**

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Noteholders will not have any voting rights in the Company.

### **RELIANCE ON THE COMPANY FOR MANAGEMENT**

All decisions with respect to the management of the Company will be made exclusively by the Managers of the LLC. The Noteholders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all



aspects of the management of the Company to existing Management.

#### **LIMITED TRANSFERABILITY OF THE NOTES**

The transferability of the Notes in this offering are limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for The Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

#### **CAPITALIZATION OF THE COMPANY**

Prior to this offering, the Company was privately funded by Michael J. Weiner. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

#### **REGULATIONS**

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to

consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules and regulations applicable to the Company are subject to subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations.

## **PRINCIPAL SHAREHOLDERS**

As of the date of this Offering, the Company has One Thousand (1000) Membership Units issued and outstanding to Michael J. Weiner.

## **HOW TO INVEST**

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of one Note (Five Hundred Thousand (\$500,000) Dollars by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

**Exhibit A** INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The

Subscription Agreement must be signed by the Investor.

**Exhibit B** PROMISSORY NOTE: This Note will be signed by PCC CAPITAL INVESTMENTS, LLC

**Exhibit C** INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

**Exhibit D** BSEP+ Principal Protector™

**Exhibit E** PCC Capital Investments, LLC Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see “TERMS OF THE OFFERING.” Such Investor should include his check made payable PCC CAPITAL INVESTMENTS, LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, and AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows:

PCC Capital Investments, LLC, 18156 Darnell Drive, Olney, MD 20832

## INVESTOR PRINCIPAL PROTECTION FEATURE

PCC Capital Investments, LLC has retained BSEP Plus Capital Group, LLC (“BPCG”) to protect Noteholders’ capital from risk of total loss.

BPCG and its strategic partners have created a financial solution BSEP+ Principal Protector™ to enable individual private investors to experience Venture Capital style returns without the high risk exposure typical of investing in smaller or start-up companies. The objective of the BSEP+ Principal Protector™ is to dramatically hedge the risk by protecting investor capital while still enabling investors to participate in the upside inherent in these smaller, high opportunity companies as they grow privately or even become publicly listed.

The BSEP+ Principal Protector™ assures the preservation of investor principal by protecting the original investment of each investor from the risks associated with a Private company Issuer and in the speculative investments of a start-up or early-stage venture. The BSEP+ Principal Protector™ allows investors to recover their Principal no matter what happens in the investment, thereby substantially mitigating the risk of a total loss.

This unique risk mitigation solution, consists of a specially designed proprietary combination of A+/A rated key-man life insurance policies and investment grade collateral guaranteed index annuity contracts which provides a proprietary securitization solution that achieves capital protection by mitigating the risks normally associated with investments in start-up or early-stage companies. A summary presentation on the BSEP+ Principal Protector™ is attached hereto in Exhibit D.

The life insurance/guaranteed index annuity combination produces high yields and provides for a minimum guaranteed earnings and downside protection, thereby resulting in above market returns. It takes the “risk” out of “risk capital.” A complete regeneration of the invested capital is produced between approximately the 7th and 9th years following the original investment regardless of how the Company assets perform. In addition to the assurance that investors will NOT lose their investment in PCC Capital Investments, LLC through the BSEP+ Principal Protector’s regeneration of invested capital also provides the Company and its Noteholders with the following additional benefits:

(i) Pro-rata beneficial interest in a Key Man Life Insurance Policy providing death benefits which would pay off the Note plus returns upon the death of the insured;

(ii) Pro-rata beneficial interest and increasing cash values in the policy at any time after the first year, allowing for early Noteholder liquidity if needed;

(iii) The death benefit, the policy’s cash accumulation amount and the balances in the guaranteed index annuity contracts being generated within the BSEP+ Principal Protector™ are fully protected by an insurance trust which insulates these assets from all creditor claims; and

(iv). PCC Capital Investments, LLC has the opportunity to sell the insurance policy, if desired, in the very liquid Life Settlement market and use the proceeds for the benefit of the Noteholders.

The core life insurance policy used in the BSEP+ Principal Protector™ is either a universal or whole life key man life insurance policy, which has been used by Fortune 500 Companies for over twenty (20) years to fund executive compensation benefits. The policy is issued by an A+/A rated domestic insurance company with \$20B+ of assets thereby ensuring that the product would hold up under all historical market conditions.

The Company has entered into an Agreement with BPCG whereby BPCG has agreed to provide its proprietary, investment protection solution (the BSEP+ Principal Protector™) to the Company for the benefit of the Company and the Note Holders. In summary, the BSEP+ Principal Protector™ works as follows:

(i) 50% of the proceeds received from the sale of the Note(s) will be segregated and dedicated for Investor Principal Protection;

(ii) Upon the close of the Offering and upon the selection of a suitable project, the Company will purchase the applicable life insurance policy and guaranteed index annuity contracts and apply the BSEP+ Principal Protector™ Business Method/Process;

(iii) Noteholder(s) of record are assigned the cash proceeds and/or death benefits of the policies as well as the guaranteed index annuity contracts (up to an amount equal to that portion of their investment which has not been returned to them by the Company, including coupon earnings) providing a 100% Principal Protection for their investment.

The anticipated benefits of the BSEP+ Principal Protector™ to the Company and the Noteholders are as follows:

(i) In the case of the death of the insured and conditioned upon a Noteholder not having received at least 100% of his/her investment, the Company will pay a portion of the death benefits received from the policy in an amount equal to that portion of their investment which has not been returned to them by the Company.

(ii) the Note Holder will also have the right to provide notice to the Company and the Trustee of the Trust that the Holder desires to retire his/her Note or Call their investment in the Company (i.e., the Note) in exchange for his/her proportionate share of the cash value in the policy at any time after two years from the date of investment, provided however, that such Noteholder has not previously received at least 100% of his/her investment. In addition, in no event shall an investor receive more than 100% return of his/her investment (inclusive of all prior dividends, distributions and payments of any kind from the Company) when utilizing this redemption method.

(iii). It is expected that the Noteholder(s) will not likely have available 100% of their investment available to him/her from the cash value of the Policy alone, until at least the 8th year of their investment. Upon a Noteholder Call the Company may use a portion of the Cash Values in the Policy to redeem the Note, along with its other sources of capital to satisfy the Call on the Note.

(iv). The life insurance death benefits, the cash accumulation amount and the balances of the guaranteed index annuities are all protected from all claims of creditors and claimants including those of the Company, officers or any other party except those individuals specifically entitled to certain rights as set forth in the Insurance Trust Agreement. In addition, neither the Company, the officers nor any other party shall have the right to cause the Trustee to act or transfer the Policy or distribute any benefits of the Policy other than as specifically set forth in the Trust Agreement. In essence, each investor's proportionate share of the cash value and the death benefits shall be fully protected.

(v). Once the Note Holders have been repaid their investment in full per the terms and conditions of this Notes Private Placement Agreement, their contingent beneficial interest in the Trust will terminate and the Company will determine the beneficiaries of any cash value, death proceeds or proceeds from the sale or maturity of the life insurance policy and the guaranteed index annuities.

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## **INVESTOR SUITABILITY REQUIREMENTS**

### **INTRODUCTION**

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

### **GENERAL SUITABILITY**

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.
2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.
3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the

account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).

4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.
5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

### **NONACCREDITED INVESTORS**

Up to and including thirty-five (35) investing Subscribers may be accepted by the Company as suitable Investors if each such Subscriber has a net worth sufficient to bear the risk of losing his entire investment and meets the above "General Suitability Standards."

### **ACCREDITED INVESTORS**<sup>3</sup>

In addition to satisfying the "General Standards" as defined above, all but thirty-five (35) Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

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<sup>3</sup> Entities (a) which are formed for the purpose of investing in the Company, or (b) the equity owners of which have contributed additional capital for the purpose of investing in the Company, shall be "looked through" and each equity owner must meet the definition of an accredited investor in any of paragraphs 1, 2, 3, 4, 5, 6 or 7 above and



1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars, excluding equity in his/her personal residence;
2. Any natural person who had an individual income in excess of Two Hundred Thousand (\$200,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;
3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$5,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$5,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);
5. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered with total assets in excess of Five Million (\$5,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
7. Any trust, with total assets in excess of Five Million (\$5,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506; and
8. Any entity in which all of the equity owners are Accredited Investors.

### **ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY**

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received. The Company also has the discretion to maximize the number of Accredited Investors in this Offering and, as a result, may accept less than thirty-five (35) Non-accredited Investors in this Offering.

## **LITIGATION**

The Company and its Managers have no lawsuits pending, no legal actions pending or judgments entered against the Company or Managers and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Managers.

## **ADDITIONAL INFORMATION**

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

## **FORECASTS OF FUTURE OPERATING RESULTS**

Any forecasts and proforma's financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

## **GLOSSARY OF TERMS**

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

**ACCEPTANCE**. The acceptance by the Company of a prospective investor's subscription.

**ACCREDITED INVESTORS**. Those investors who meet the criteria set forth in "INVESTOR SUITABILITY REQUIREMENTS."

**BROKER-DEALER**. A person or firm licensed with the FINRA, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

**COMPANY**. Refers to PCC CAPITAL INVESTMENTS, LLC, and a Delaware Limited Liability Corporation.

**NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (FINRA)**. A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering's underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor's protection in offerings of securities.

**NOTES**. A Five Hundred Thousand (\$500,000) Dollar investment

consisting of one (1) Promissory Note issued by PCC CAPITAL INVESTMENTS, LLC, a Delaware Limited Liability Corporation.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors' votes are solicited; the disclosure of management and large shareholders' holding of securities; controls on the resale of such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or May 31, 2016.

## EXHIBIT A - SUBSCRIPTION AGREEMENT

Print Name of Subscriber: \_\_\_\_\_

Amount Loaned: \$ \_\_\_\_\_

Number of Notes: \_\_\_\_\_

PCC Capital Investments, LLC

SUBSCRIPTION DOCUMENTS

OFFERING OF A MINIMUM OF FORTY (40) AND A MAXIMUM OF  
TWO HUNDRED (200) UNSECURED PROMISSORY NOTES

FIVE HUNDRED THOUSAND (\$500,000) DOLLARS PER NOTE

6.5% Annual Rate of Return, Interest Paid

Annually Maturity Date: 60 months

Redemption at Maturity - \$500,000 per Unit

\_\_\_\_\_  
May 31, 2015

SUBSCRIPTION INSTRUCTIONS  
(Please read carefully)

\_\_\_\_\_

Each subscriber for the Unsecured Promissory Notes, Five Hundred Thousand (\$500,000) Dollars per Note (the “Notes”) of PCC Capital Investments, LLC, a Delaware Limited Liability Corporation (“the Company”), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to PCC Capital Investments, 18156 Darnell Drive, Olney, MD 20832.

Payment for the Securities should be made by check payable to the Company and enclosed with the documents as directed in Section III below.

**I.** These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:

- Subscription Agreement
- Promissory Note
- Confidential Prospective Purchaser’s Questionnaire

**II.** All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.

**III.** Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Five Hundred Thousand (\$500,000) per Note), to “PCC CAPITAL INVESTMENTS LLC”. Your check should be enclosed with your signed subscription documents.

Wire transfers may also be sent to the following coordinates:

Bank of America, N.A.  
222 Broadway  
New York, NY 10038

SWIFT: BOFAUS3N  
ABA #: 052001633  
For the further benefit of PCC Capital Investments, LLC,  
Account Number 446031075749

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached the funds will be transferred to the Company’s operating account



and will be available for use.

#### IV SPECIAL INSTRUCTIONS

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

### **Subscription Agreement**

To: PCC Capital Investments,  
LLC 18156 Darnell Drive  
Olney, MD 20832

Gentlemen:

1. Subscription. The undersigned hereby subscribes for \_\_\_\_\_ Notes of PCC Capital INVESTMENTS, LLC (the "Company"), a Delaware Limited Liability Corporation, and agrees to loan to the Company Five Hundred Thousand (\$500,000) Dollars per Note for an aggregate loan of \$\_\_\_\_\_ (the "Loan Amount") upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum ("Private Placement Memorandum") dated May 31, 2015 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Five Hundred Thousand (\$500,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.
2. Note Offering. The Company is offering a minimum of Forty (40) and up to a maximum of Two Hundred (200) Notes at Five Hundred Thousand (\$500,000) Dollars per Note, with a minimum subscription of one (1) Note (the "Offering"). The minimum aggregate loan to the Company will be Two Million

(\$2,000,000) Dollars and the maximum aggregate loan to the Company from this Offering will be One Hundred Million (\$100,000,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the "Act"), specifically Rule 504 promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to be delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the "Agreement"), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the "Subscription Documents"). The Subscription Documents should be delivered to PCC Capital Investments, LLC, at 18156 Darnell Drive, Olney, MD 20832. The undersigned understands and agrees that he or it will not become a "Holder" of the Note(s) and the Company shall not become a "Maker" of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.
4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by check or wire transfer made payable to the order of PCC Capital Investments, LLC in the amount indicated above.
5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as

provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the "Acceptance Period"), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:
  1. Upon reaching the minimum offering amount of Two Million (\$2,000,000) Dollars
  2. Upon receipt of the maximum offering subscription amount of One Hundred Million (\$100,000,000) Dollars
  3. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.
  
7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the "Effective Date"). Upon the Effective Date,
  - (a) the undersigned shall have loaned to the Company the Loan Amount,
  - (b) the undersigned shall become the Holder and the Company shall become the Maker of the Note(s) subscribed for by the undersigned, and
  - (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

**8. Representations and Warranties.**

(a) The Company hereby represents and warrants as follows:

(i) The Company is a Limited Liability Corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby

represents and warrants to the Company as follows:

- (i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;
- (ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled "Risk Factors."
- (iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by The Company of the subscription made hereby, agrees to be bound by such provisions.
- (iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.
- (v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the signature page

hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

- (vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.
- (vii) The undersigned represents and warrants to the Company that he or it comes within one of the categories of investors as defined in Exhibit 1 hereto (*please indicate by providing your initials next to the appropriate category in which the undersigned is included, and if the undersigned is an Accredited Investor, check the appropriate category of Accredited Investors in which the undersigned is an entity*).
- (viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.
- (ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.
- (x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

- (xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement. The undersigned is not participating in the Offering as a result of or subsequent to: (1) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or (2) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.
- (xii) If the undersigned is a corporation, limited liability Company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.
- (xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and



that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

- (xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.
- (xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).
- (xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration,  
(1) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities Administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination



relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this

Agreement shall become binding upon the undersigned when it is countersigned by the Company and the Undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity, as the case may be.
10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.
11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may

hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to PCC Capital Investments, LLC, 18156 Darnell Drive, Olney, MD 20832. Such Notice shall be effective upon personal or overnight delivery or five (5) Days after mailing by certified mail.

**12. Miscellaneous.**

- (a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.
- (b) This Agreement shall be deemed to have been made in the State of Delaware and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Delaware without regard to conflict of laws rules applied in State of Delaware. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Delaware with respect to any action or proceeding brought with respect to this Agreement.
- (c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.
- (d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.
- (e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this \_\_\_\_\_ Day of \_\_\_\_\_, 201\_, at \_\_\_\_\_(City), \_\_\_\_\_(State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned (*circle one*): [is] [is not] a citizen or resident of the United States.

\_\_\_\_\_  
Print Name of Individual:

\_\_\_\_\_  
Print Name of Spouse if Funds are to be invested in Joint Name or are Community Property:

\_\_\_\_\_  
Print Social Security Number of Individual:

\_\_\_\_\_  
Print Social Security Number of Spouse

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Signature of Spouse if Funds are to be Invested in Joint Name or are Community Property

\_\_\_\_\_  
Print Address of Residence:

\_\_\_\_\_  
Print Telephone Number:  
( )

\_\_\_\_\_

If the investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

The undersigned (*circle one*) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated thereunder).

_____	_____
Print Name of Partnership, Corporation, Trust or Entity:	Title of Authorized Representative
_____	_____
Signature of Authorized Representative	Print Jurisdiction of Organization or Incorporation
_____	_____
Print Name of Authorized Representative	Print Federal Tax Identification Number
_____	_____
Print Address of Residence:	Print Telephone Number: ( )
_____	_____
_____	
_____	

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this \_\_\_ day of \_\_, 201 .

PCC CAPITAL INVESTMENTS, LLC

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

## EXHIBIT B - PROMISSORY NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED ("TRANSFER") UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

PCC Capital Investments, LLC, a Delaware Limited Liability Corporation, with offices 18156 Darnell Drive, Olney, MD 20832 (the "Maker"), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the "HOLDER," the principal sum of \_\_\_\_\_ (\$\_\_\_\_\_)

Dollars with an annualized rate of return of six and one-half percent simple interest (6.5%). Interest shall be due and payable annually and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than sixty (60) months from the Commencement Date, unless otherwise agreed between the Maker and the HOLDER. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

### 1. NOTES

This Note in the principal amount of Five Hundred Thousand (\$500,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain "Private Placement Memorandum" dated May 31, 2015. The Note shall be senior debt of the Maker.

### 2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events ("Event of Default") occurring and continuing:

- (a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.
- (b) The Maker shall dissolve or terminate the existence of the Maker.

- (c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

### 3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are initially unsecured. The Note(s) will be secured by real estate and other assets as The Company acquires property.

### 4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the “Effective Date,” as defined in that certain “Subscription Agreement” attached as Exhibit A to the Private Placement Memorandum.

### 5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

### 6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

### 7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs and collection expense.

**8. MISCELLANEOUS.**

- (a) **Successors and Assigns.** The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.
- (b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.
- (c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefore, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to PCC Capital Investments, LLC, 18156 Darnell Drive, Olney, MD 20832. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.
- (d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.
- (e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.
- (f) **Applicable Law.** This Note shall be deemed to have been made in the State of Delaware, and any and all performance hereunder, or breach thereof, shall be interpreted and



construed pursuant to the laws of the State of Delaware without regard to conflict of laws rules applied in the State of Delaware. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Delaware with respect to any action or proceeding brought with respect to this Note.

Maker:

PCC Capital Investments, LLC,  
18156 Darnell Drive  
Olney, MD 20832

Holder:

\_\_\_\_\_  
Print Name:

Date: \_\_\_\_\_

## EXHIBIT C - PCC CAPITAL INVESTMENTS, LLC

### Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the “Notes”) offered by PCC Capital Investments, LLC (the “Company”).

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an “Accredited Investor,” as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. *This questionnaire is not an offer to sell securities.*

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

*Please answer all questions completely and execute the signature page*

#### A. Personal

1. Name: \_\_\_\_\_

2. Address of Principal Residence: \_\_\_\_\_

\_\_\_\_\_ County: \_\_\_\_\_

3. Residence Telephone: ( ) \_\_\_\_\_

4. Where are you registered to vote? \_\_\_\_\_

5. Your driver’s license is issued by the following state: \_\_\_\_\_

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver’s license or have any other contacts, and describe your connection with such state:

\_\_\_\_\_

\_\_\_\_\_

7. Please send all correspondence to:

(A) \_\_\_\_\_ Residence Address (as set forth in item A-2)

Business Address (as set forth in item B-1)

8. Date of Birth: \_\_\_\_\_

9. Citizenship: \_\_\_\_\_

10. Social Security or Tax I.D. #: \_\_\_\_\_

**B. Occupations and Income**

1. Occupation: \_\_\_\_\_

(a) Business Address: \_\_\_\_\_

\_\_\_\_\_

(b) Business Telephone Number: ( ) \_\_\_\_\_

2. Gross income during each of the last two years exceeded:

(1) \_\_\_\_\_ \$25,000      (2) \_\_\_\_\_ \$50,000

(3) \_\_\_\_\_ \$100,000      (4) \_\_\_\_\_ \$200,000

3. Joint gross income with spouse during each of the last two years exceeded \$300,000

(1) \_\_\_\_\_ Yes      (2) \_\_\_\_\_ No

4. Estimated gross income during current year exceeds:

(1) \_\_\_\_\_ \$25,000      (2) \_\_\_\_\_ \$50,000

(3)\_\_\_\_\$100,000      (4)\_\_\_\_\$200,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000

(1)\_\_\_\_Yes      (2)\_\_\_\_No

**C. Net Worth**

1. Current net worth or joint net worth with spouse (note that “net worth” includes all of the assets owned by you and your spouse in excess of total liabilities, including the fair market value, less any mortgage, of your principal residence.)

(1)\_\_\_\_\$50,000-\$100,000      (2)\_\_\_\_\_ \$100,000-\$250,000  
(3)\_\_\_\_\$250,000- \$500,000      (4)\_\_\_\_\_ \$500,000-\$750,000  
(5)\_\_\_\_\$750,000-\$1,000,000      (6)\_\_\_\_\_ over \$1,000,000

2. Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1)\_\_\_\_Yes      (2)\_\_\_\_No

**D. Affiliation with the Company**

Are you a director or executive officer of the

Company? (1)\_\_\_\_\_Yes      (2)

\_\_\_\_\_No

**E. Investment Percentage of Net Worth**

If you expect to invest at least \$100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse?

(1)\_\_\_\_Yes      (2)\_\_\_\_No

**F. Consistent Investment Strategy**

Is this investment consistent with your overall

investment strategy? (1)\_\_\_\_\_Yes (2)\_\_\_No

**G. Prospective Investor's Representations**

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

Prospective Investor:

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature (of joint purchase if purchase is to be made as joint tenants or as tenants in common)

## **EXHIBIT D – BSEP+ Principal Protector™**

To protect the investment capital of the Note holders of this offering, PCC Capital Investments, LLC through BSEP Plus Capital Group and the BSEP+ Principal Protector provides the investors principal protection via their pro-rata beneficial interest in a certain key man life insurance policy and guaranteed index annuities which produce relatively high yields, minimum assured earnings and downside protection thereby resulting in above market returns. In addition, there is a compounding affect, which typically results, depending on certain variables, in a complete regeneration of the invested capital between approximately the 9th and 10th years following the original investment regardless of how PCC Capital Investments, LLC performs.

### About the BSEP+ Principal Protector™

Provides Investors interested in early to mid-stage, high growth companies always confront the theorem of high risk, high return. It seems that there's just no escaping the higher risk involved with investing in these potentially very profitable entrepreneurial companies until now. The National Venture Capital Association reports that ".....40 percent of venture backed companies fail; 40 percent return moderate amounts of capital; and only 20 percent or less produce high returns." Even with this dismal success rate, the Association reports that "....the venture capital industry consistently performs above the public markets."

Imagine what would it be like if you could invest in these high opportunity companies, but yet 100% of your capital was always protected as well as earning high dividends? In essence, you could only win and never lose? The BSEP+ Principal Protector™ offers investors a unique and proprietary way to invest in these high-growth, opportunistic companies while earning high dividends and having their investment capital protected regardless of how the target companies perform or what may happen to the key executives of the target companies.

The benefits of the BSEP+ Principal Protector™ are as follows:

1. Investors will receive a return of 100% of their investment capital and high dividends:
  - a.. irrespective of how the target company performs, even if the target goes out of business;
  - b. despite what may happen to the key executives of the target company;
  - c. even when the markets are extremely volatile.
2. The Key Executive of the target company will have a "key man" life insurance policy on him/her which will provide additional protection and liquidity in the event of the untimely death of the insured with the death benefit directed to the investors and the target company.
3. Investors will have the benefit of liquidity at any time after the first year of the investment subject to certain restriction.

## **The BSEP+ Principal Protector™ Business Method/Process**

The BSEP+ Principal Protector™ Business Method/Process significantly mitigates the risk of investing in high-growth entrepreneurial companies with a proprietary five (5) phase process.

- a. Investment of Capital – Upon the close of the Offering and upon the selection of a suitable project, fifty (50%) percent of the proceeds received from the sale of the Note(s) will be segregated and dedicated for Investor Principal Protection. The balance of the proceeds is dedicated for investment purposes.
- b. Use of Principal Protector – The Company invests the principal protection capital in institutional quality universal or whole life key man life insurance policies similar to those used in large corporations to fund executive benefits, guaranteed index annuities and the balance invested in high yielding funds which are professionally managed.

The life insurance policy and the guaranteed index annuities are placed in an insurance trust protecting them from all claims of creditors and claimants including those of the Company, officers or any other party except those individuals specifically entitled to certain rights as set forth in the insurance trust. The combination of these investments within the insurance trust provide sufficient income and safety thereby enabling the return of investors full principal no matter what happens to the Company and its return on investment.

- c. BSEP+ Principal Protector™ Business Method/Process – BPCG's proprietary business method/process along with our strategic partners (life insurance agents, annuity agents and investment managers) are responsible for the capital recovery phase of the BSEP+ Principal Protector™ methodology. Employing sophisticated investment strategies this methodology provides the Company with gains, which compound, at a relatively high guaranteed rate and a guaranteed floor so there is never a loss on the investment. The cash accumulation amount and the balances in the guaranteed index annuity contracts are fully protected by the insurance trust which insulates these assets from all creditor claims.
- d. Return of Capital – Because of the unique nature of the insurance products used along with BPCG's proprietary business method/process, one hundred (100%) percent of the deployed capital is typically available to the investors and the Company within about nine (9) to ten (10) years of the initial total investment regardless of how the Company performs.

During the life of the BSEP+ Principal Protector™ term, investors will have limited liquidation rights. At the end of the term, the Company will distribute the remaining capital and any profits (never any losses) to the investors on a priority basis until they have received one hundred (100%) percent of the capital they invested. Thereafter the parties to the transaction will decide where these funds will go per distribution addressed in the Private placement Memorandum.

- e. e. Exit - In the event the investment project is sold prior to the end of the BSEP+ Principal Protector™ term, the insurance products along with BPCG's proprietary business method/process can protect the principal of subsequent projects. Additionally the Company retains the opportunity to sell the insurance policy, if desired, in the very liquid Life Settlement market for an early exit at a return discount.

The BSEP+™ Principal Protector is a powerful tool that offers investors a unique and proprietary way to invest with their investment capital protected regardless of how the project performs while at the same time affording those potentially high-opportunity entrepreneurial companies with a solution that will facilitate their capital raises by taking nearly all the risk out of the investment.

The combination of safety, security, transparency and investment protection coupled with low cost over the investment term makes this unlike any other principal protector methodology available.

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## **EXHIBIT E - PCC CAPITAL INVESTMENTS, LLC BUSINESS PLAN**

### **EXECUTIVE SUMMARY**

PCC Capital Investments, LLC (The Company) is in the business of raising private investor capital for the purpose of, but not limited to, buying discounted, distressed, foreclosed, or bank-owned commercial or residential real estate projects and other viable investments deemed appropriate by Management in the United States of America.

The Company uses loans from private investors to acquire and repair or improve the subject property to market values comparable to other nearby properties. Depending on the specific target property, The Company may re-sell the improved property, or place it in its portfolio for income generation. The investor is secured with a Note and a Mortgage or Deed of Trust (whichever is specific to the state) against the target property, with a 6.5% per annum simple interest yield, OR 15% of the profit generated by the re-sale of the improved property, whichever is greater. The investor's funds are borrowed on a 60-month maturity, with zero payments with all interest and principal due on the 365th day from the Note, or when the property sells, whichever comes first.

The Company's Managing Director is Michael J. Weiner, who also owns PreConstruction Catalysts, Inc, a funding advisor for international infrastructure projects. PCC Capital Investments puts together residential real estate deals with calculated profit potential meeting its criteria.

### **INVESTOR PRINCIPAL PROTECTOR**

To protect the investment capital of the Note holders of this offering, PCC Capital Investments, LLC has retained BSEP Plus Capital Group and its proprietary BSEP+ Principal Protector™. The BSEP+ Principal Protector™ provides the investors with principal protection via their pro-rata beneficial interest in a certain key man life insurance policy and guaranteed index annuities which produce relatively high yields, minimum assured earnings and downside protection thereby resulting in above market returns. In addition, there is a compounding affect, which typically results, depending on certain variables, in a complete regeneration of the invested capital between approximately the 9th and 10th years following the original investment regardless of how the Company performs.

### **MISSION**

The Company is focused creating real returns on our Investor's money,

acquiring opportunistic real estate at a steep discount by making all-cash offers with its cash resources, and renovating, rehabilitating or repositioning the acquired assets to achieve their highest use potential for resale or for holding within a portfolio. We will focus on commercial and residential opportunities located in markets with upside potential for the targeted property. The Company will be asset-class-agnostic, meaning that opportunities for acquisition, renovation, management and disposition may be within a certain class, e.g. Multi-Family Housing, Commercial Office Space, Retail shopping centers, Self-Storage or a myriad of other real estate classes which may satisfy investment criteria. Other asset classes which present themselves may be considered where they fit the Company's acquisition and/or funding strategy.

### PROCESS

For a successful acquisition at its lowest possible price, cash offers command greater attention rather than those made by private investors who then need to find a lender in order to close. The Company has established a specific step-by-step system which first requires funding, only then to be in a position to strike at an opportunity with cash in hand. The moment the property has been secured, a promissory Note and a Deed of Trust or Mortgage is issued to the investor to provide security.

Once a cash offer has been made and accepted by the seller, an inspection is made by a highly experienced specialty contractor with whom the Company has developed relationships. The budget for necessary repairs and improvements will be added to the acquisition cost, and then a market comparison will be made by at least two real estate brokerages and professional broker opinions with whom we have developed a relationship. That will give us the expected range of profit to be made at the time of resale. Upon resale and closing, the investor's money and interest due, or 15% of the profit—whichever is greater—will be returned to the investor. The investor will then have the option of repeating the investment in the next opportunity.

### MANAGEMENT

Michael Weiner is 60 years old, lives in Olney, Maryland with his wife of 33 years and 3 grown children. He has previously held Maryland Real Estate Agent licenses, Mortgage Originators License, and Insurance agent licenses. He holds a Master's in Business Administration specializing in marketing, and has a long history of business ownership, including 40 years in the marketing, advertising and business development arena, with the last 8 years facilitating very large infrastructure and humanitarian projects worldwide under PreConstruction Catalysts, Inc. He is also appointed as an Investment Advisor to the Governor Inspector General of the

International Organization for Economic Development (IOED), a United Nations activity. In addition to his project funding work, he is now focusing on the residential buy, fix, and flip market in Maryland, DC and Northern Virginia.

### INVESTOR SECURITY

Funds invested are wired to an approved Settlement Company to be held in escrow until the property has been identified. Once the property is identified, the formal Promissory Note and Deed of Trust or Mortgage will be issued to the investor, secured by the target property. The Company will not touch funds until the target property has been identified, negotiated, and placed under contract with a cash offer. The investor funds will be used for the acquisition and rehabilitation costs, along with expected seller closing costs to the resale buyer.

### FUNDING VIA RETIREMENT ACCOUNTS

An investor who holds cash assets in an IRA, 401(k), or other authorized retirement account, can establish a Self-Directed IRA, using an approved Custodian. Once they have opened their account under the approved custodian, they can request the funds to be wired for the purpose of a Promissory Note and Deed of Trust or Mortgage. These are completely legal investments for an IRA. The Company has those resources to recommend to the investor using retirement funds.

### RETURN ON INVESTMENT

The Company, as reflected in the Promissory Note, will pay to the investor a return of 6.5% per annum, OR 15% of the profit from the resale of the subject property, whichever is greater. The funds will be disbursed at closing by the Settlement Company.

It will be able to return the above by purchasing distressed real estate (which, for purposes of this business plan, will include foreclosures, bank real-estate owned (REO) properties, vacant properties and other below-market discounted property), which has a spread that will at least earn \$40,000 in profit once repairs are made and the property is marketable.

A typical residential property acquisition would look like the following example:

**SAMPLE TARGET PROPERTY** Single Family, 3 Bedroom, 1 Bath, Residential.

ACQUISITION PRICE	\$170,000
REHAB COST OF REPAIR	\$ 50,000

AFTER REPAIR VALUE	\$320,000 (based on comparables)
COST OF RESELL (10%)	\$-29,000 (taxes, commissions, etc.)
FINAL PRICE SOLD	\$290,000 (assumes negotiated price)
GROSS PROFIT	\$ 50,000
TIME FROM ACQUISITION TO MARKET	120 DAYS
INVESTOR FUNDS PRINCIPAL	\$220,000 (for Acquisition AND Repair Costs)
Simple Interest for 120 days	\$ 72.33 x 120 days =\$8, 751.93
OR*	
15% of Profit	\$7,500
Investor Funds Returned are either 6.5% simple interest or 15% of Profit, WHICHEVER IS GREATER.	
NET PROFIT	\$41,248

The Company anticipates having ongoing property acquisitions and rehab repairs at a rate of 2 to 4 properties each quarter.

#### COMMERCIAL AND PROJECT ACQUISITIONS

As a result of significant marketing, the Company has received numerous projects which have most of the elements needed to succeed. These are not typical bank or institutional opportunities because they may be deficient in one area that can be corrected. Most of the time, they are good projects with good people ready to execute, but they find themselves short of the cash needed to reflect the 'skin in the game' which conventional and institutional lenders want to see. By structuring a hybrid of debt-equity, or by acting purely as a friendly lender or an equity partner (depending on the deal), it is our belief that the moderately higher risk will produce higher rewards.

Currently, the Company has a dozen or more projects and opportunities where our strategy will work nicely to fill the void being left by conventional funding sources.

#### RESIDENTIAL ACQUISITION STRATEGY

The Company expects to make all-cash bids for property, and believes that 1 out of 20 offers made will be accepted by the sellers.

Unlike many real estate entrepreneurs, the Company will be armed with investor cash at the waiting, so that all-cash offers can be made with proof of funds and a fast settlement, subject to inspection by the Company's General Contractor and his expected rehabilitation costs.

Resources for finding these types of properties are abundant, from HUD, FNMA, Freddie Mac, Auction.com, and dozens of other resources

including driving target neighborhood to surfing the Internet. Commercial property brokers and direct contact with owners and operators of target property classes will be part of the mix.

## COMPETITION

There are many real estate investors looking for similar deals all the time. This is why we are expecting to successfully bid on 10% or less than the properties we target. In order to accomplish our 2 to 4 property per quarter acquisition and rehab goals, we will need to make 20 to 40 offers each month.

Cultivating relationships with active Commercial and Residential Realtors, Property Owners, Attorneys, Accountants and other sources of investors who are open to joint venturing on their deals, wholesalers and bank REO departments with property they need to unload from their balance sheets, and others will allow for that kind of “offering volume”.

Where we believe we will be different is because prior to making offers, we will have Investor cash in-hand, allowing us to make an offer. Most real estate investors find the property first, then have to go looking for a lender/investor to back them. This makes an all-cash offer that is accompanied by proof of funds and promises a ready settlement, subject to the General Contractor’s evaluation and cost estimates for repair, more desirable than another offer which is subject to financing. Moving fast when a deal is uncovered can only be accomplished when the money is ready to make the purchase.