

NOTICE TO INVESTORS

INFORMATION FOR INVESTORS IN ACCORDANCE WITH REGULATION S: THE OFFERING OF THESE SECURITIES WILL EXCLUSIVELY TAKE PLACE OUTSIDE OF THE UNITED STATES AND TARGET NON-U.S. INDIVIDUALS, IN COMPLIANCE WITH THE REGULATIONS OUTLINED IN REGULATION S OF THE U.S. SECURITIES ACT OF 1933, AS AMENDED. THESE SECURITIES WILL NOT BE SUBJECT TO REGISTRATION UNDER THE SECURITIES ACT AND CANNOT BE OFFERED OR SOLD IN THE UNITED STATES UNLESS REGISTERED OR QUALIFIED FOR AN APPLICABLE EXEMPTION FROM REGISTRATION REQUIREMENTS.

Before deciding to participate in this offering, prospective investors are advised to seek guidance from their own legal counsel to ascertain whether this offering falls within a regulated category. Prospective investors bear the responsibility of exercising their reasonable judgment to determine whether these units' assets are classified as regulated instruments. Moreover, they need to assess whether the sale, re-sale, or private placement of these units' assets requires special legal or regulatory approvals, or if they are subject to registration, approval, licensing, or similar requirements in their relevant jurisdictions. In addition, it is the responsibility of the prospective investor to assess, within the bounds of applicable laws and regulations, whether they are permitted to purchase these unit assets. Prospective investors must determine, in their reasonable judgment, if any legal or suitability requirements need to be met on their part. This includes checking whether licenses, registrations, or approvals from regulatory bodies are necessary for the purchase of unit assets in their respective jurisdictions.

The potential investor acknowledges that their decision to purchase or consider purchasing the unit assets offered herein is entirely voluntary. They understand that all statements made by LATAM FINTECH LENDING SPV-1, LP (referred to as the "Company") in this document are forward-looking and subject to change, with no guarantee implied. Statements made by any individual or entity directing the prospective investor to this offering do not necessarily align with the Company's stance; such statements are solely the opinions of the respective person or entity, regardless of their direct authorization to promote the sale of the Company's unit assets. Any person or entity expressly authorized by the Company to promote this offering, whether compensated or not, operates as an independent contractor. As such, they are not considered an employee or officer of the Company and do not formally or legally represent the Company's positions in connection with this offering. The formal representations of the Company concerning this offering are exclusively contained within this document.

**CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM
FOR NON-U.S. PERSONS**

Up to units available at the moment of purchase
USD \$100 per unit

Minimum Subscription Amount per Investor: 300 Units

Maximum Subscription Amount per Investor: Units available at the moment of purchase

LATAM FINTECH LENDING SPV-1, LP

a Delaware Limited Partnership

Address: 14331 SW 120 ST, SUITE 101 MIAMI, FL 33186

Email: thrivecapital@mitraxcapital.com

May, 2024

LATAM FINTECH LENDING SPV-1, LP, a Delaware Limited Partnership (the "Company"), is offering by means of this Confidential Private Placement Memorandum (the "Memorandum") Units available at the moment of purchase (the "Maximum Offering") to be developed and produced by the Company (individually, the "Unit", and collectively, as "Units"), in a private unit offering (the "Offering"), at an offering price per Unit of \$100 to a qualified investor who meets the Investor Suitability Requirements set forth herein (see "Investor Suitability Requirements") and who is not in the U.S. or is not an U.S. person (as defined in Regulation S), (each, an "Investor" and/or "Buyer"). The minimum subscription per Investor is 300 Units, although the Company reserves the right to accept subscriptions for lesser amounts. The maximum subscription per investor are the Units available at the moment of purchase. The information contained herein is confidential and private. It is for the exclusive use of the person noted on the cover page. Unless the context requires otherwise, in this Memorandum the terms the "Company," "we," "us" and "our" refer to LATAM FINTECH LENDING SPV-1, LP, and all dollar (\$) amounts set forth herein refer to United States dollars.

The Offering is being made by the officers of the Company, only to persons who are non-U.S. persons pursuant to Regulation S promulgated under the Securities Act, as amended (the "Securities Act"), at the Company's discretion. Commissions will not be paid to any of the Company's officers for any sales that were a result of efforts, direct or indirect, by any of the Company's officers.

The Company may elect to engage one or more firms or individuals (the "Marketeers"), as Marketeers for this Offering, in which event the Marketeers will also conduct the Offering on a "best efforts" basis, and the Company would expect in such case to pay estimated total commissions based on a percentage amount of the purchase price of Units acquired by Investors. The Company may elect to engage Financial Regulatory Authority (the "FINRA") member firms as well to be Marketeers. Where a FINRA member firm is engaged, the applicable rules and regulations will be adhered to. The Company may also elect to engage other individuals or entities internationally to market this Offering in exchange for commissions or performance-based compensation, within applicable regulations and laws as dictated by the relevant jurisdictions to be determined by those individuals or entities.

The Company will attempt to sell the Units during an offering period commencing on the date of this Memorandum and expiring on the earlier to occur of (i) the date on which the Maximum Offering amount has been subscribed for and accepted by the Company or (ii) December 31, 2025, unless the Company chooses to either end the offering sooner than (i) or (ii) or extend it in its sole discretion (such period being hereinafter referred to as the "Offering Period").

This Memorandum has been prepared in connection with a private offering to non-U.S. persons of the Units. Each investor will be required to execute a subscription agreement to effect its investment in the Units. This Memorandum contains a summary of the Units and certain other documents referred to herein. However, the summaries in this Memorandum do not purport to be complete and are subject to amendment and qualified in their entirety by reference to the actual text of the relevant documents, copies of which are attached here to or will be provided to each prospective Investor upon request. Each prospective Investor should review this Memorandum and such other documents for information concerning the rights, privileges and obligations of investors in the Units. If any of the terms, conditions or other provisions of the other documents are inconsistent with or contrary to the descriptions or terms in this Memorandum, such other documents shall control. The Company reserves the right to modify the terms of the Offering and the Units described in this Memorandum, and any subscription is subject to the Company's ability to reject any commitment in whole or in part.

The Units have not undergone, nor will they undergo, registration under the Securities Act, United States state securities laws, or the laws of any foreign jurisdiction. This Offering within the United States is exclusively restricted to non-U.S. persons. The Company is asserting exemption from registration under Regulation S of the Securities Act.

The Company will not be registered as an investment company under the United States Investment Company Act of 1940, as amended (the "Investment Company Act"). Consequently, Investors will not be afforded the protections of the Investment Company Act.

The Units detailed in this Memorandum are subject to restrictions on transferability and resale, permitting transfer or resale only as outlined herein. Investors should be mindful that they may be obligated to endure the financial risks associated with this investment for an indefinite period. Investing in the Units entails significant risks, volatility, and limited liquidity. Prospective Investors are urged to thoroughly

examine the confidential information provided herein, along with the terms of the Units, and to carefully assess whether investing in the Units aligns with their financial situation and objectives.

No individual is authorized to make statements about the Company or the sale of the Units, other than those explicitly stated in this Memorandum. Any such statements, if made, should not be relied upon. Investors are encouraged to conduct their own investigations and assessments of the Units, considering both the merits and risks of such an investment. Before making any investment, the Company will afford Investors the opportunity to pose questions and obtain answers, as well as additional information, regarding the terms and conditions of this Offering and other pertinent matters, to the extent feasible without undue effort or expense. Investors should familiarize themselves with the legal requirements applicable to them regarding the acquisition, holding, and disposition of the Units, as well as the income and other tax implications associated with such actions.

Investments in the Units are currently denominated in United States dollars (\$) and Investors can presently submit payments in United States dollars. Additional forms of payment may become available in the future and will be reflected in the payment section of the Offering's portal, if applicable. The values of such currencies are subject to fluctuations in exchange rates, and in the case of assets, to variations in exchange valuations. These fluctuations could potentially have adverse effects on the value, price, or income of an Investor's investment.

Each recipient of this Memorandum acknowledges and agrees that (i) the contents of this Memorandum are proprietary and confidential information, (ii) the Company and its affiliates derive independent economic value from the confidential information not being widely known, and (iii) reasonable efforts are made to maintain the secrecy of such confidential information. The recipient further affirms that the contents of this Memorandum constitute a trade secret, the disclosure of which could cause substantial and irreparable competitive harm to the Company. Reproduction or distribution of this Memorandum, in whole or in part, or the disclosure of its contents, without the prior written consent of the Company, is strictly prohibited. Every individual receiving this Memorandum is considered to agree to return it to the Company upon request. The confidentiality of all conversations concerning the Company and this offering must be maintained. This Memorandum may not be reproduced or shared with any individuals other than those selected by the Company and its sales agents, except that such recipients may show it to their professional advisors.

An investment in a Unit carries a significant level of risk. When making an investment decision, investors must rely on their own examination of us and the terms of the offering, considering the merits and risks involved. It is essential to invest in our Units only if you can bear a complete loss of your investment. Please read the comprehensive discussion of the risk factors in this Memorandum.

Neither the Securities and Exchange Commission nor any state securities commission, or any other state, provincial, U.S. federal, domestic, or international regulatory or government authority, has approved or disapproved of these securities or passed upon the adequacy or accuracy of this Memorandum. Additionally, no specific regulated asset class for these Units has been specified, if any, by any regulatory body. Any representation to the contrary is considered a criminal offense.

While these Units have not been formally categorized by any regulatory or government body as part of any particular regulated asset class, for simplicity, the company may refer to these Units as securities within the rest of the document. This approach is intended to align with the company's plan to eventually market the sale of these Units in the U.S. and Canada, where the sale will be recognized as a sale of securities.

The securities presented in this offering involve a speculative nature and carry a high degree of risk. Investors should refrain from making any investment in these securities unless they are financially capable of withstanding a complete loss of the invested amount. It is crucial to recognize that any discussions regarding taxation and related matters within this offering memorandum do not provide a comprehensive description of all tax considerations relevant to the decision to purchase Units. Prospective purchasers of Units are strongly advised to seek guidance from their own tax advisors regarding any taxes applicable in connection with the acquisition, holding, or disposition of Units. This ensures a thorough understanding of the specific tax implications associated with their investment decisions.

RISK DISCLOSURE STATEMENT

THE ATTORNEYS THAT PREPARED THESE OFFERING DOCUMENTS ("ATTORNEYS") HEREBY DISCLAIM ANY OPINION OR ASSURANCE OF ANY NATURE WHATSOEVER REGARDING THE ACCURACY, COMPLETENESS, REASONABLENESS, TIMELINESS OR VERACITY OF ANY OF THE ASSERTIONS, REPRESENTATIONS OR OTHER INFORMATION CONTAINED HEREIN, WHETHER QUALITATIVE OR QUANTITATIVE, OR REGARDING THE INVESTMENT-WORTHINESS OF THE SECURITIES DISCUSSED HEREIN ("SECURITIES"). ANY ASSERTION OR REPRESENTATION MADE HEREIN, AND ALL OTHER INFORMATION DISCLOSED HEREIN, WHETHER QUALITATIVE OR QUANTITATIVE, HAS BEEN MADE OR PROVIDED BY THE COMPANY. IN CONNECTION WITH THE PREPARATION OF THESE CONFIDENTIAL OFFERING DOCUMENTS, THE ATTORNEYS HAVE NOT BEEN ENGAGED TO ATTEST HERETO, OR TO OPINE IN RESPECT HEREOF. ACCORDINGLY, THE ATTORNEYS HAVE NOT PERFORMED ANY ANALYTICAL, CONFIRMATION, VALIDATION, VERIFICATION OR OTHER PROCEDURES IN RESPECT OF THE ASSERTIONS AND REPRESENTATIONS CONTAINED HEREIN, NOR IN RESPECT OF ANY OF THE OTHER INFORMATION DISCLOSED HEREIN, INCLUDING ANY SIMILAR TO THOSE PROCEDURES UNDERTAKEN BY AN INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT IN CONNECTION WITH AN AUDIT OF THE FINANCIAL STATEMENTS OF AN ISSUER OF SECURITIES FOR PURPOSES OF RENDERING AN OPINION THEREON. CONSEQUENTLY, POTENTIAL INVESTORS, IN DECIDING WHETHER OR NOT TO INVEST IN THE SECURITIES, ARE CAUTIONED NOT TO ASCRIBE ANY SPECIAL RELIANCE WHATSOEVER ON THESE OFFERING DOCUMENTS BY REASON THAT ATTORNEYS HAVE PREPARED THESE OFFERING DOCUMENTS THIS CONCISE STATEMENT MAY NOT ENCOMPASS ALL THE RISKS AND OTHER FACTORS ESSENTIAL FOR ASSESSING YOUR PARTICIPATION IN THIS COMPANY. THEREFORE, PRIOR TO MAKING A DECISION TO ENGAGE IN AN INVESTMENT WITH THIS COMPANY, IT IS IMPERATIVE THAT YOU THOROUGHLY REVIEW THESE OFFERING DOCUMENTS. THIS INCLUDES A COMPREHENSIVE DISCUSSION OF THE SPECIFIC RISK FACTORS ASSOCIATED WITH THIS INVESTMENT.

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Exhibit A Subscription Agreement for Non-U.S. Persons

Exhibit B Certificate of Formation of LATAM FINTECH LENDING SPV-1, LP

Exhibit C Limited Partnership Agreement of LATAM FINTECH LENDING SPV-1, LP

CERTAIN NOTICES REGARDING THESE OFFERING DOCUMENTS AND UNDER STATE SECURITIES LAWS

THE SECURITIES BEING OFFERED WILL BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, AND MAY ONLY BE TRANSFERRED OR RESOLD AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR THROUGH REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE OBLIGATED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD. ONLY INDIVIDUALS WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT IN THE SECURITIES SHOULD CONSIDER PURCHASING THEM.

THE SECURITIES OFFERED HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (SEC) OR ANY STATE SECURITIES COMMISSION. NEITHER THE SEC NOR ANY STATE SECURITIES COMMISSION HAS REVIEWED THE ACCURACY OR ADEQUACY OF THESE OFFERING DOCUMENTS. ANY REPRESENTATION TO THE CONTRARY IS CONSIDERED A CRIMINAL OFFENSE.

THE INFORMATION PROVIDED HEREIN IS EXCLUSIVELY PRESENTED AND SUPPLIED BY LATAM FINTECH LENDING SPV-1, LP, FOR THE USE OF PROSPECTIVE INVESTORS IN CONNECTION WITH THE OFFERING. LATAM FINTECH LENDING SPV-1, LP MAKES NO REPRESENTATIONS REGARDING THE FUTURE PERFORMANCE OF LATAM FINTECH LENDING SPV-1, LP. THESE OFFERING DOCUMENTS WERE PREPARED BY LATAM FINTECH LENDING SPV-1, LP.

THIS OFFERING IS SUBJECT TO WITHDRAWAL, CANCELLATION, OR MODIFICATION BY LATAM FINTECH LENDING SPV-1, LP AT ANY TIME AND WITHOUT NOTICE. WE RETAIN THE RIGHT, AT OUR SOLE DISCRETION, TO REJECT ANY SUBSCRIPTION, IN WHOLE OR IN PART, NOTWITHSTANDING TENDER OF PAYMENT, OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE NUMBER OF SECURITIES SUBSCRIBED FOR.

THESE OFFERING DOCUMENTS DO NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF ANY OFFER TO BUY ANY SECURITY OTHER THAN THE SECURITIES OFFERED HEREBY. NOR DOES IT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF ANY OFFER TO BUY SUCH SECURITIES BY ANYONE IN ANY JURISDICTION WHERE SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED, OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO. THE DELIVERY OF THESE OFFERING DOCUMENTS OR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN OUR AFFAIRS SINCE THE DATE HEREOF. THESE OFFERING DOCUMENTS CONTAIN SUMMARIES OF CERTAIN PERTINENT DOCUMENTS, APPLICABLE LAWS, AND REGULATIONS. SUCH SUMMARIES ARE NOT COMPLETE AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE COMPLETE TEXTS THEREOF.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THESE OFFERING DOCUMENTS AS LEGAL OR TAX ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT HIS OR HER OWN COUNSEL, ACCOUNTANT AND OTHER ADVISORS AS TO LEGAL, TAX AND RELATED MATTERS PRIOR TO PURCHASING ANY SECURITIES.

LATAM FINTECH LENDING SPV-1, LP DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THESE OFFERING DOCUMENTS OR IN ANY ADDITIONAL EVALUATION MATERIAL, WHETHER WRITTEN OR ORAL, MADE AVAILABLE IN CONNECTION WITH ANY FURTHER INVESTIGATION OF LATAM FINTECH LENDING SPV-1, LP. LATAM FINTECH LENDING SPV-1, LP EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY THAT MAY BE BASED UPON SUCH INFORMATION, ERRORS THEREIN, OR OMISSIONS THEREFROM. ONLY THOSE

PARTICULAR REPRESENTATIONS AND WARRANTIES, IF ANY, WHICH MAY BE MADE TO A PARTY IN A DEFINITIVE WRITTEN AGREEMENT REGARDING A TRANSACTION INVOLVING **LATAM FINTECH LENDING SPV-1, LP** WHEN, AS, AND IF EXECUTED, AND SUBJECT TO SUCH LIMITATIONS AND RESTRICTIONS AS MAY BE SPECIFIED THEREIN, WILL HAVE ANY LEGAL EFFECT.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING, THESE OFFERING DOCUMENTS SPEAK AS OF THE DATE HEREOF. NEITHER THE DELIVERY OF THESE OFFERING DOCUMENTS NOR ANY SALE OF SECURITIES MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF **LATAM FINTECH LENDING SPV-1, LP** AFTER THE DATE HEREOF.

NO PERSON HAS BEEN AUTHORIZED TO PROVIDE ANY INFORMATION OR MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THESE OFFERING DOCUMENTS IN CONNECTION WITH THE OFFERING OF SECURITIES BEING MADE PURSUANT HERETO. IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY **LATAM FINTECH LENDING SPV-1, LP**.

THERE IS CURRENTLY NO MARKET FOR OUR SECURITIES, AND THERE IS NO ASSURANCE THAT A PUBLIC MARKET WILL EVER BE ESTABLISHED. PURCHASERS OF THE SECURITIES ARE NOT BEING GRANTED ANY REGISTRATION RIGHTS, AND A PURCHASE OF THE SECURITIES SHOULD BE CONSIDERED AN ILLIQUID INVESTMENT.

BY ACCEPTING DELIVERY OF THESE OFFERING DOCUMENTS, EACH PROSPECTIVE INVESTOR EXPRESSLY AGREES WITH **LATAM FINTECH LENDING SPV-1, LP** TO KEEP CONFIDENTIAL ALL OF THE CONTENTS HEREOF, INCLUDING BUT NOT LIMITED TO, THE OFFERING AND ALL INFORMATION RELATED TO **LATAM FINTECH LENDING SPV-1, LP** AND NOT TO DISCLOSE THE SAME TO ANY THIRD PARTY OR OTHERWISE USE THE INFORMATION FOR ANY PURPOSE OTHER THAN AN EVALUATION BY SUCH OFFEREE OF A POTENTIAL INVESTMENT IN **LATAM FINTECH LENDING SPV-1, LP** OF THE SECURITIES OFFERED PURSUANT HERETO. WE HAVE CAUSED THESE OFFERING DOCUMENTS TO BE DELIVERED TO YOU IN RELIANCE UPON SUCH AGREEMENT BY YOU.

EACH PROSPECTIVE SUBSCRIBER BY RECEIVING THESE OFFERING DOCUMENTS AGREES TO RETURN THE SAME TO US IF (A) THE OFFEREE DOES NOT SUBSCRIBE TO PURCHASE ANY SECURITIES OFFERED HEREBY; (B) THE OFFEREE'S SUBSCRIPTION IS NOT ACCEPTED, AND/OR (C) THE OFFERING IS TERMINATED OR WITHDRAWN.

THESE OFFERING DOCUMENTS ARE SUBJECT TO AMENDMENT AND SUPPLEMENTATION AS APPROPRIATE. WE DO NOT INTEND TO UPDATE THE INFORMATION CONTAINED IN THE OFFERING DOCUMENTS FOR ANY INVESTOR WHO HAS ALREADY MADE AN INVESTMENT. WE MAY UPDATE THE INFORMATION CONTAINED HEREIN FROM TIME TO TIME AND PROVIDE SUCH UPDATED DOCUMENT TO POTENTIAL INVESTORS BUT UNDERTAKE NO OBLIGATION TO PROVIDE SUCH UPDATED DOCUMENTS TO AN INVESTOR WHO HAS ALREADY MADE HIS INVESTMENT.

NOTICES, CONFIDENTIALITY AND RELATED MATTERS

Each recipient of this Memorandum agrees, by accepting it, that the information contained herein is confidential. The recipient commits to treating this information in a strictly confidential manner, and they will not, directly or indirectly, disclose or permit their affiliates or representatives to disclose any information, in whole or in part, to any other person or entity without the prior written consent of the Company. Furthermore, each recipient agrees to use the information solely for the purpose of analyzing the desirability of an investment in the Company and for no other purpose whatsoever.

REPRODUCTION OR DISTRIBUTION OF THESE OFFERING DOCUMENTS AND EXHIBITS, IN WHOLE OR IN PART, OR THE DISCLOSURE OF ANY OF ITS CONTENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY IS STRICTLY PROHIBITED. NO PERSON IS AUTHORIZED TO PROVIDE ANY INFORMATION OR MAKE ANY REPRESENTATION NOT CONTAINED IN THESE OFFERING DOCUMENTS OR AN AUTHORIZED SUMMARY HEREOF, OR IN ANY AGREEMENT CONTEMPLATED HEREBY. ANY INFORMATION OR REPRESENTATION NOT CONTAINED HEREIN OR IN SUCH AUTHORIZED SUMMARY OR AGREEMENT MUST NOT BE RELIED UPON.

NOTICE REGARDING FORWARD-LOOKING STATEMENTS

The statements in this Memorandum that are not historical facts are forward-looking statements representing management's beliefs and assumptions based on currently available information. Forward-looking statements encompass all statements not constituting historical facts and can be identified by the use of forward-looking terminology such as "believes," "intends," "may," "will," "should," "anticipates," "expects," "projects," "could," "plans," or comparable terms or discussions of strategy or trends. While management believes the expectations reflected in such forward-looking statements are reasonable, we cannot provide assurances that these expectations will prove correct. Such statements inherently involve risks and uncertainties that could significantly impact expected results, and actual future results may differ materially from those described in these forward-looking statements.

Factors that could cause actual future results to differ materially are discussed in this Memorandum. While it is not feasible to identify all factors, management continues to face various risks and uncertainties, including, but not limited to, our ability to meet the requirements to complete any potential project, the results of operations and our profitability, market acceptance of the products or services we offer, as detailed in the risk factors section of this Memorandum. If one or more of these risks materialize, or if the underlying assumptions prove incorrect, actual results could differ materially from those expected. We disclaim any intention or obligation to update publicly or revise such statements, whether as a result of new information, future events, or otherwise.

ADDITIONAL INFORMATION

The Company has agreed to make available to each prospective Investor, prior to the sale of the Units, the opportunity to ask questions of, and receive answers from, the officers of the Company and/or key personnel concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire it without unreasonable effort or expense, which may be necessary to verify the accuracy of the information set forth herein. You may call, or mail or email questions, inquiries, and requests for information to:

14331 SW 120 ST, SUITE 101 MIAMI, FL 33186
Email: thrivecapital@mitraxcapital.com

You may be required to sign a confidentiality agreement as determined by the Company. You, and your representatives, if any, will be asked to acknowledge in the Subscription Agreement that you were given the opportunity to obtain additional information.

This Memorandum provides limited information on the Company. While we believe the information herein is accurate, it is not intended to offer a comprehensive discussion of the Company. We cannot assure prospective Investors that the condensed nature of this Memorandum will not overlook a material fact that an investor may consider crucial in determining the appropriateness of an investment in the Units offered. Consequently, prospective Investors are urged to conduct their own due diligence on the Company, our current and proposed business and operations, management, and financial condition to verify the accuracy and completeness of the information presented in this Memorandum. An investment in the Units is suitable only for investors possessing the knowledge and experience to independently evaluate the Units, the Company, and our business prospects.

SUMMARY OF THE OFFERING

This summary of the Offering is intended to highlight certain information contained in the body of this Memorandum. More detailed information is found in the remainder of this Memorandum, and this summary is qualified in its entirety by information appearing elsewhere in this Memorandum and its appendices and exhibits. Before you invest in our Units, you should read this entire Memorandum, including the section entitled "Risk Factors".

The Company

LATAM FINTECH LENDING SPV-1, LP is a limited partnership organized under the laws of Delaware, formed on May 17, 2024, located 14331 SW 120 ST, SUITE 101 MIAMI, FL 33186.

Business

The company's fundamental mission is to finance fintechs who develop products and services that promote financial inclusion and access to credit for underbanked or underserved individuals specially in Latam, as well as micro, small and medium-sized enterprises (MSMEs) through the developing, managing and operating electronic platforms and offering of products and services supported by information and communication technologies ICT, which help reduce the gap between those who have access to credit and those who do not. The Company aims to create a new vertical for the origination of funds. To this end, the Group intends to establish a Fund under the legislation of the United States for the purpose of raising funds to finance its operations in Colombia.

The Offering

In this Offering, we are offering the Units at the price of \$100 per Unit. The maximum number of Units to be sold in this Offering are the Units available at the moment of purchase. The minimum subscription per Investor is 1 Unit. The maximum subscription per Investor are the Units available at the moment of

purchase. Minimum Subscription Amount per Investor is 300 Units that must be sold for the Offering to close and for subscription funds to be released to the Company.

Each investor must qualify as a non-U.S. person under Regulation S of the Securities Act, and payment for the Units may be conducted in U.S. dollars. The offering is conducted by the officers of the Company on a "best efforts" basis, with no commissions paid on sales made by the Company's officers. The Company may choose to involve one or more Marketeers in the Offering, and if so, the Marketeers will also undertake the Offering on a "best efforts" basis. In such cases, the Company anticipates paying estimated total commissions, calculated as a percentage of the purchase price of Units sold by these Marketeers.

The Company aims to sell the Units within an offering period that commences on the date of this Memorandum and ends on the earlier of (i) the date the Maximum Amount is subscribed for and accepted by the Company, or (ii) December 31, 2025, unless extended at the sole discretion of the Company. This period is referred to as the "Offering Period." The Company retains the right to reject any subscription, in whole or in part, or to allocate to any prospective investor a Unit for an amount less than subscribed. This private offering is subject to withdrawal, cancellation, or modification without prior notice, and initial and subsequent closings will occur at the Company's discretion.

To subscribe for the Units, prospective investors are required to deliver to the Company: (i) a completed and duly executed Subscription Agreement (forms of which accompany this Memorandum as Exhibit A), and (ii) a check or wire for the subscribed amount, as outlined below. The proceeds from this Offering may or may not be deposited with an escrow agent and will be available for use by the Company immediately upon acceptance of a subscription. The Company reserves the right, in its sole discretion, to accept or reject any subscription, and once made, subscriptions may not be withdrawn.

Refer to the "Terms of the Offering" and "Subscription Procedures".

Terms of the Units

Holders of the Units may be entitled to distributions from time to time as set forth in more detail in "The Units". Holders of Units will not have voting rights.

Refer to the "Terms of the Offering".

Management and Administration

The Company is controlled by Thrive General Partner, LLC (the "General Partner" or "Manager") of the Company who will administer the business and affairs of the Company and will provide certain services to the Company.

Use of Proceeds

The Company's management will possess extensive discretion in determining the allocation of the net proceeds from this Offering, and investors will need to rely on the judgment of the Company's management. Currently, it is anticipated that the net proceeds from the Offering will be allocated towards (i) covering the costs associated with this Offering, (ii) meeting operational expenses, and (iii) addressing other general corporate needs of the Company and its affiliates. The proceeds from this Offering,

regardless of whether they are deposited with an escrow agent, will be accessible for use by the Company immediately upon acceptance of a subscription.

Refer to the "Use of Proceeds" section.

Summary of Risk Factors

Before you invest, you should consider the complete discussion of the risks associated with an investment in our Units in the section entitled "Risk Factors".

The following are some of the significant risks concerning your investment:

- There may be no public trading market for the Units, and there is no guarantee that a secondary market, public or private, will exist. Further, the transfer and redemption of our Units is restricted as set forth herein. Consequently, investors may have a difficult time trying to sell their Units.
- We rely entirely on our officers for the day-to-day management of our business.
- Our officers and directors have the ability to revise our policies and strategies without the prior approval of investors.

Investing in assets such as the Units involves risks attributable to both general economic conditions and dynamics within the assets industry.

Refer to "Risk Factors".

Who May Invest

We are exclusively offering the Units outside of the United States to individuals who qualify as non-U.S. persons under Regulation S of the Securities Act. The Company will mandate that each investor (or their representative) affirm their status as a non-U.S. person in the Subscription Agreement.

Additionally, every investor must provide a representation and warranty in the Subscription Agreement, affirming their capability to assume the inherent risks associated with an investment in the Company. Refer to the sections "Who May Invest" and "Plan of Distribution".

How to Invest

To invest in the Company, a prospective investor must fill out and sign a Subscription Agreement along with the attached documents. The subscriber should then deliver or mail these completed documents to the Company as specified therein and provide payment for their subscription at the designated time.

Refer to the "Subscription Procedures" section.

Certificate of Formation and LP Agreement

Your relationship with the Company and the managers and/or members of the Company will be governed by our Certificate of Formation (the "Certificate") and Limited Partnership Agreement (the "LP

Agreement”), copies of which are attached hereto as Exhibit B and Exhibit C, respectively. Some of the significant features of our Certificate and LP Agreement are as follows:

- As an Investor holding Units, you will not be an equity owner of the Company. The Units will be backed by such equity in the Company, on a 1 to 1 ratio.
- The holders of Units shall not have any right to select the managers or officers of the Company and do not have any other voting rights in the Company.
- The Certificate and LP Agreement provide that the Manager and the Company’s officers shall control the business and affairs of the Company.

Our Certificate and LP Agreement are discussed in more detail in the section entitled “Certificate of Formation and LP Agreement”. Although your relationship with the Company and the manager and/or members of the Company will be governed by the Certificate, if any offering information in this Memorandum differs from our Certificate or LP Agreement, you should rely on our Certificate and LP Agreement as attached hereto.

Tax Considerations

The Company has been established in Delaware, and we anticipate that it will be subject to taxation accordingly. While the Memorandum offers general tax information, it does not aim to cover the tax implications for Investors subscribing to or purchasing Units. It is advisable to consult with your personal tax advisor to understand the individual tax consequences associated with your investment in our Units.

BUSINESS

The Company

LATAM FINTECH LENDING SPV-1, LP is a limited partnership formed under the laws of the state of Delaware on May 17, 2024. The Company’s main activity is to finance fintechs who develop products and services that promote financial inclusion and access to credit for underbanked or underserved individuals especially in Latam, as well as micro, small and medium-sized enterprises (MSMEs) through the developing, managing and operating electronic platforms and offering of products and services supported by information and communication technologies ICT, which help reduce the gap between those who have access to credit and those who do not.

Your investment amount is entirely flexible, as long as it is higher than the Minimum Subscription Amount per Investor, based on your personal preferences and financial objectives. Through our platform, investors will gain the right to a share of the rental income generated by these assets through their operational activities, facilitated by Unitization processes.

Unitization

The Company operates under the framework of membership interest of the Partnership divided into Units..

Our Approach

From the GP: The General Partner shall not be required to but may make capital contributions to the Partnership.

- **Interest:** 4% initial fee to the General Partner, then 4% yearly to the General Partner paid in monthly installments.

The General Units shall have the right to the management and control of the Partnership.

- **From the LPs:** The Interest of the Limited Partners shall be represented in the amount of Units subscribed.

Interest: The percentage resulting from calculating the number of Units purchased in proportion to the number of Units existing at the time of signing the Subscription Agreement.

The liability of each Limited Partner to the Partnership, in its capacity as such, shall be limited to any capital contributions.

No Limited Partner, in its capacity as such, shall take any part in the control of the affairs of the Partnership, or undertake any transactions on behalf of the Partnership, or have any power to sign for or to bind the Partnership. No Limited Partner shall have the right or power to cause the termination and dissolution of the Partnership.

The Limited Partners shall collectively own one hundred percent (100%) of the Limited Units, unless such ownership is subject to General Partner's purchase.

Financial insights into our unit economics model are provided below:

- The Partnership may pay the General Partner a management fee (the "Fund Management Fee") for the services to be provided hereunder and pursuant to a management agreement at a rate determined by the Partnership and General Partners. The General Partner may delegate them to the Fund Manager or third party without the consent of the Limited Partners.
- Interest to the General Partner will be, the interest stated in this clause, and a success fee that will be calculated as follows:
 - If the Limited Partner Duration in the Fund is 1 year the Success Fees shall be distributed as follows: 90% General Partner - 10% Limited Partner
 - If the Limited Partner Duration in the Fund is 2 years the Success Fees shall be distributed as follows: 10% General Partner - 90% Limited Partner

The Fund Manager will be responsible for collecting their Management Fee and the one corresponding to the General Partner.

The Company shall distribute proceeds from operations (less any cash reserves established by the General Partner which, in its sole discretion, is deemed necessary for the prudent operation of the Company).

The proceeds shall be distributed for the Limited Partners as follows:

- First, the proceeds will be applied to the corresponding Success Fees of each Limited Partner every quarter.
- Then, the remaining distributable proceeds of the Fund shall be applied to the amount used for the purchase of the Units.
- The amount used for the purchase of the Units will be returned in 3 monthly instalments following the acceptance of such return within a term no longer than 60 days after the notification.

If the Limited Partner does not accept the return of such an amount, it will be reinvested in the operation of the Company.

Except that earnings may be retained by the Partnership and transferred to Company capital for the reasonable needs of the business as determined at the sole discretion of the General Partner.

Tax distributions and reports shall be made by the General Partner.

- On a yearly basis within 90 days after the close of each fiscal year.
- Within 180 days of the closing of each fiscal year, the GP will inform a list of the Partnership's Portfolio investments, valued at Fair Market Value.

Capitalization

The Company is offering for sale in this Offering a maximum of Units available at the moment of purchase which may be subject to holding periods as determined by the Manager or required by law. Some or all of the Units may be eligible to participate in profit sharing distributions, subject to the terms of the LP Agreement and the Certificate.

Management

The Company is under the control of the Manager and our officers. The Manager and officers exercise complete, exclusive discretion in managing and controlling the affairs of the Company. The Manager is responsible for making all decisions that impact the Company's affairs, encompassing those related to the administration, supervision, and overall management of the Company's business.

Financial Statements

Currently, there is no requirement for an audit of financial statements, and no financial statements are being furnished at this time.

MANAGEMENT

Aurelio Tobon Estrada | Member of General Partner

CERTIFICATE OF FORMATION AND LP AGREEMENT

Investors will not have control over our management, as it is exclusively vested in the General Partner, the Manager, the officers of the Company, and the limited partners in accordance with the Delaware Revised Uniform Limited Partnership Act (the "Act"). It's important for investors to note that the legal status of holders of Units issued by an entity has not been definitively determined by courts or legislatures in various states regarding whether such holders are considered members, partners, or part of the issuing entity.

As stipulated in our Limited Partnership (LP) Agreement, to the fullest extent permitted by applicable law, a manager of the Company will not be personally liable to the Company or its membership equity holders for monetary damages resulting from any breach of fiduciary duty. Moreover, to the fullest extent allowed by applicable law, the Company may indemnify any person involved in legal actions or proceedings due to their role as a manager, director, officer, employee, or agent of the Company.

The LP Agreement may include customary provisions governing the Company's operation and may provide indemnification for officers and directors to the maximum extent authorized by the Act. This summary does not encompass all the provisions of the Company's Certificate and LP Agreement and is subject to the complete Certificate and LP Agreement, available as Exhibit B and Exhibit C, respectively.

Unit Burn and Buyback

The Company holds the authority, at its sole discretion, to undertake specific actions aimed at maintaining suitable liquidity and stability in its Units and preventing the supply of Units from causing or contributing to deflation in their value. These activities may involve Unit buybacks or "burns" to eliminate unsold Units from circulation. The Company retains the right to engage in such burns or buybacks at its sole discretion and for any reasons it deems appropriate.

No Redemption

An Investor has no right to withdraw as a holder of Units or to obtain the return of all or any portion of sums paid for the purchase of Units.

Other Rights Existing or Not Existing

It should be noted that although the Company has the discretion to create additional Units beyond the specified amount in this Offering, the total number of Units to be minted is contingent on the quantity sold. Furthermore, the Company may allocate additional Units to various parties, including developers, product and research development teams, marketing personnel, early adopters, testers, potential end-users, sales personnel, future leadership and management teams, and other individuals contributing to the Company's operations.

However, holders of the Units do not possess the right to vote on the Company's operations, decisions of its members, or any other matters related to the Units, including the management of the Company. They also do not have the right to inspect the books and records of the Company or any other member of the Company.

TERMS OF THE OFFERING

The Units are being offered privately by the Company and its officers on a best-efforts basis. This offering is made to a limited number of investors who are qualified to purchase our Units. The Company will use the funds from this Offering to develop the Company as described herein.

Minimum Offering Amount; Maximum Offering

The minimum subscription amount per Investor is indicated in the Exhibit A of the Limited Partnership Agreement. The maximum subscription amount per Investor are the Units available at the moment of purchase. Investors may, at any time, and from time to time, subscribe for additional Units as long as this Offering is open.

Offering Period

The Company will attempt to sell the Units during an offering period commencing on the date of this Memorandum and expiring on the earlier to occur of (i) the date on which the Maximum Amount has been subscribed for and accepted by the Company or (ii) December 31, 2025, unless extended by the Company, in its sole discretion. We reserve the right to reject any subscription, in whole or in part. This private Offering is subject to withdrawal, cancellation or modification without prior notice.

Use of Proceeds

The management of the Company will possess significant discretion in allocating the net proceeds from this Offering, and investors must rely on the judgment of the Company's management. Presently, the anticipated use of the net proceeds includes: (i) covering the costs associated with this Offering, (ii) facilitating the development and maintenance of the networks where the Company's operation is promoted and accessed (collectively referred to as the "Network"), and addressing operational costs related to the Network, and (iii) addressing various general corporate needs of the Company and its affiliates. These needs encompass capital expenditures, potential acquisitions, debt repayments, enhancements to cybersecurity, technological improvements, infrastructure and personnel costs, product and service development, and legal and accounting expenses. The funds from this Offering will not be placed in escrow and will be accessible for use by the Company immediately upon acceptance of a subscription.

It is crucial to note that ineffective utilization of these funds by the Company's management could have a substantial adverse impact on the Company and the value of the Units. From its inception until the date of this document, the Company has managed its operations using its own capital and has not incurred any long-term debt.

Who May Invest

The offer, offer for sale, and sale of our Units is intended to be exempt from the registration requirements of the Securities Act pursuant to Regulation S promulgated thereunder as to "non-U.S. persons" in an "offshore transaction", and is intended to be exempt from the registration requirements of applicable state securities laws as a federally covered security.

A subscriber must meet the investor suitability standards (be a “non-U.S. person”) before purchasing Units. Fiduciaries must also meet one of these conditions. In addition, in the subscription agreement, a subscriber will have to confirm satisfaction of these minimum standards:

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

Suitability Requirements

Non-U.S. Persons

This Offering is also being made pursuant to Regulation S under the Securities Act, to non-U.S. persons. A non-U.S. person is any person who is **not** one of the following:

- Any natural person resident in the United States (as defined below);
- Any partnership or corporation organized or incorporated under the laws of the United States;
- Any estate of which any executor or administrator is a US Person;
- Any trust of which any trustee is a US Person;
- Any agency or branch of a foreign entity located in the United States;
- Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US Person;
- Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident of the United States; or
- Any partnership or corporation if (i) organized or incorporated under the laws of any foreign jurisdiction and (ii) formed by a US Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act) who are not natural persons, estates or trusts.

“United States” means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

As required by Regulation S, sales to non-U.S. persons will be made in “offshore transactions.” These are transactions are where:

- No offer is made to a person in the United States; and
- Either (1) at the time the buy order is originated, the buyer is (or is reasonably believed to be by the seller) physically outside the United States, or (2) the transaction is for purposes of Rule 903, executed on a physical trading floor of an established foreign securities exchange, or for purposes of Rule 904, executed on a “designated offshore securities market” and the seller is not aware that the transaction has been pre-arranged with a U.S. purchaser.

Additional Provisions and Requirements

In addition to the foregoing suitability standards, we cannot accept subscriptions from anyone if the representations required are either not provided or are provided but are inconsistent with our determination that the investment is suitable for the subscriber. In addition to the financial information we require, the representations we require of you state that you:

- Have received this Memorandum, together with the Exhibits attached hereto;
- Understand that no federal or state agency has made any finding or determination as to the fairness for investment in, nor made any recommendation or endorsement of, the Units.
- You will also represent that you are familiar with the risk factors we describe and that this investment matches your investment objectives. Specifically, you will represent to us that you:
- Understand that there will be no public market for the Units, that there are substantial restrictions on repurchase, sale, assignment or transfer of the Units, and that it may not be possible to readily liquidate an investment in the Units; and
- Have investment objectives that correspond to those described elsewhere in this Memorandum.

You will also represent to us that you have the capacity to invest in our Units by confirming that:

- You are legally able to enter into a contractual relationship with us, and, if you are an individual, have attained the age of majority in the state in which you live; and
- If you are a manager, that you are the manager for the trust on behalf of which you are purchasing the Units and have due authority to purchase Units on behalf of the trust.

If you are purchasing as a fiduciary, you will also represent that the above representations and warranties are accurate for the person(s) for whom you are purchasing Units. By executing the Subscription Agreement, you will not be waiving any rights under the Securities Act or the Securities Exchange Act of 1934, as amended.

We have the right to refuse Units if at our sole discretion if we believe that the prospective Investor does not meet the suitability requirements. It is anticipated that comparable suitability standards may be imposed by us in various jurisdictions in connection with any resale of the Units.

Subscription Procedures

Each investor in this offering is required to take the following steps:

- Complete, sign, and deliver a Subscription Agreement to the Company (subject to the guidance provided below).
- Submit payment in U.S. dollars via ACH or wire transfer, following the instructions outlined in the Subscription Agreement.

The act of executing the Subscription Agreement by a subscriber constitutes a binding offer to purchase the Units for which they have subscribed. Once a subscriber has submitted a subscription for Units, withdrawal of the subscription is not permitted. In the event that a subscription is not accepted, the

subscription funds will be promptly returned to the subscriber, without interest or deduction, except for any wire transfer fees.

By submitting the completed and signed subscription agreement along with payment for the purchase of Units, you affirm and warrant that you meet the relevant suitability standards and are eligible to acquire Units. Sales to discretionary accounts are not allowed without the prior specific written approval of the account owner.

Review of Subscription Agreements

The execution of a Subscription Agreement by an Investor does not imply immediate acceptance by the Company. Upon acceptance by the Company, the subscription agreement will be countersigned by the Company and returned to the Investor. It is essential to note that Subscription Agreements are non-cancelable and irrevocable by the Investor, and subscription funds are generally non-refundable, except in cases where the Company does not accept the subscription or with the express written consent of the Company.

The Company will review subscription applications as they are received and will make acceptance or rejection decisions within 30 days after receipt. Acceptance of a subscription will be indicated by countersigning the agreement and the Unit and returning them to the prospective Investor. The Company retains the right to reject any subscription for any reason. There is no specified minimum offering amount, and subscription funds will be held by the Company during the period of determining whether to accept a particular subscription. If a subscription is rejected, the subscription funds will be promptly returned, without interest.

Transfer Restrictions

The issuance and sale of the Units have not been registered under the Securities Act or any other applicable securities laws, and there is no anticipation that the Units will be registered in the future. Without such registration, the Units may not be offered, sold, pledged, or transferred within the United States or to or for the account of any U.S. Person, except under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and other applicable securities laws. The Units are not redeemable at the option of the holder, and Unit-holders do not possess the right to withdraw their capital. The registration of the Units is not envisaged, and the development of a public market for the Units is uncertain.

Furthermore, should an Investor wish to transfer Units to another investor, they must formally request the transfer from the Company. This process involves providing all necessary legal documents for the transfer and covering all associated transfer fees. Each purchaser of a Unit is required to make the representations outlined in the "Who May Invest" section.

PLAN OF DISTRIBUTION

We plan to privately offer the Units for sale to Investors in accordance with Regulation S, as established by the SEC under the Securities Act. Subscribers will be required to execute subscription documents provided with this Memorandum, wherein they declare that the purchase of the Units and the underlying securities is intended for investment purposes without any intent to resell.

The sale of Units will be conducted on a "best efforts" basis to qualified investors by the Company through its officers. All sales will occur privately to interested parties. The offering targets a select group of investors meeting the suitability standards outlined in the "Who May Invest" section. The Company's officers, employees, and advisors may participate in the Offering, and no fees will be due to them for the sale of Units.

We retain the right to either accept or reject your subscription, either in whole or in part. Our acceptance of your subscription agreement becomes effective upon our countersigning it along with the Unit. Upon acceptance, you will receive confirmation of your purchase. If, for any reason, we do not accept your subscription, your purchase payment will be returned to you, without interest, within 30 days of our non-acceptance.

RISK FACTORS

An investment in the Units involves a number of risks. You should carefully consider the following risks and other information in this Memorandum before purchasing the Units. The risks set forth below are not the only ones facing the Company. Additional risks and uncertainties may exist that could also adversely affect the Company.

Units MAY HAVE NO VALUE. BUYER MAY LOSE ALL AMOUNTS PAID. Buyer has carefully reviewed, acknowledges, understands and assumes the following risks, as well as all other risks associated with the Units (including those not discussed herein), all of which could render the Units worthless or of little value:

No Rights, Functionality or Features.

Units have no rights, uses, purpose, attributes, functionalities or features, express or implied, except as described herein.

Purchase Price Risk.

There are no guarantees as to the price of Units purchased by Buyer. Company reserves the right to change the duration of the Offering Period for any reason, including, without limitation, the unavailability of the Network or other unforeseen procedural or security issues.

Ability to Transact or Resell.

Buyer may be unable to sell or otherwise transact in Units at any time. By purchasing Units, Buyer acknowledges, understands and agrees that: (a) there is no guarantee or representation of liquidity for the Units; and (b) Company is not and shall not be responsible for or liable for the market value of Units, the transferability and/or liquidity of Units and/or the availability of any market for Units through third parties or otherwise.

Reliance on Third Parties.

The Company will rely, in part, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete

their work, properly carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the Network.

Changes to the Company or the Network.

The composition of the members within the Company or the Network may undergo substantial changes over time. While the Company intends for the Network to possess specific features and specifications, members of the Company have the discretion to modify these features and specifications for various reasons. Such changes could potentially result in misalignment with the expectations of Buyers.

Furthermore, there exists a risk that relevant authorities in Delaware may not grant the necessary licenses for the Company and/or certain affiliates to conduct business in the state. While this scenario is considered unlikely, if it does transpire, the Company may need to be redomiciled to another jurisdiction.

Lack of Interest.

The ongoing success of the operations relies on the interest and participation of third parties. There can be no assurance or guarantee that there will be sufficient interest or use of the Network.

Risk of Government Action.

The industry in which the Company operates is novel and may be subject to increased oversight and scrutiny, potentially involving investigations or enforcement actions by governmental authorities. There is no guarantee that the operations of the Company and its affiliates will not be examined or become the target of enforcement actions. Such governmental interventions may be unrelated to any specific targeting of the Company or its affiliates. Consequently, these activities could expose the Company or its affiliates to judgments, settlements, fines, or penalties. They may also necessitate a restructuring of operations, cessation of specific products or services, or result in a negative impact on the Company's reputation, increased operational costs, and, ultimately, a material adverse effect on the Units and/or the licensing of operations.

Risks Related to this Offering

There is no public market for the Units, so Investors may be unable to dispose of their investment.

There is no public market for our Units. Even if a potential buyer could be found, the transferability of Units is restricted by the provisions of the Securities Act and the laws and regulations of the individual states and countries where the Units are being offered and sold. These regulations generally prohibit transfer unless there is registration of such Units with the applicable regulatory authority or an exemption from the registration requirements of such regulatory authority.

Investors should expect to hold their Units for an indefinite period of time.

You have no rights to redeem Units or withdraw from the Company or to otherwise obtain the return of your investments. Therefore, you must be capable of bearing the economic risks of this investment with the understanding that your interest in the Units may not be liquidated for some time. You should expect to hold your Units for an indefinite period of time.

The Manager and the officers the Company designates will make all management decisions.

Other than the information set forth in this Memorandum, Investors will not have an opportunity to evaluate the specific investments that will be financed with the proceeds of this offering or with future operating income. You should not purchase Units unless you are willing to entrust all aspects of our management to the equity holders and our officers. Holders of the Units have no right to replace the officers, as that right is retained solely by the equity holders of the Company.

The Manager and the officers the Company designates may change our operating policies without a vote of Investors.

Because the equity holders, Manager and officers may change our operating policies at any time without a vote of Investors, such changes may cause us to see a reduction in return on investment. In such event, our financial results and your investment may be adversely affected.

You have no ability to withdraw from your investment.

You do not have the ability to have your Units redeemed. Generally, your ability to withdraw from your investment is limited to situations where you are able to transfer your Units to another person, which transfers are subject to limits as described herein.

The Company's management will have broad discretion over the use of the net proceeds from this Offering.

At present, the net proceeds of the Offering are expected to be used for (i) paying for the costs of this Offering, (ii) the future development of the Network and for operational costs of the Network, and (iii) other general corporate purposes of the Company and its affiliates. The failure by the Company's management to apply these funds effectively could have a material adverse effect on the Company and the value of the Units.

Only certain persons and entities are able to acquire Units.

Only limited categories of persons and entities may purchase Units. The Company expects that these limitations will limit liquidity in the Units, and the limitations may have a material adverse effect on the development of any trading market in the Units.

The Units have not been registered under the Securities Act or any United States state securities laws or under the securities laws of any other jurisdiction and may not be offered or sold within the United States or to, or for the account or benefit of, United States persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable U.S. state securities laws.

In addition, in offshore transactions, the Units may be purchased only by non-U.S. Persons in accordance with applicable restrictions under the securities laws of the jurisdictions in which they are sold. Generally, foreign securities laws restrict the categories of persons permitted to purchase securities, such as the Units, to specified classes of sophisticated investors. No action has been taken in any jurisdiction to permit a public offering of the Units. Moreover, in addition to legal restrictions, by acquiring Units, holders agree to additional transfer restrictions described in this Memorandum. Consequently, it is expected that there

will only be a limited number of Unit holders. A purchaser of the Units and an owner of beneficial interests in those Units must be able to bear the economic risk of their investment in the Units indefinitely.

Risks Related to the Company and our Business

The Company has limited operating history, which makes it hard to evaluate its ability to generate revenue through operations.

The Company's limited operating history may make it difficult to evaluate its current business and future prospects. The Company will continue to encounter risks and difficulties frequently experienced by growing companies in rapidly developing and changing industries, including challenges in forecasting accuracy, determining appropriate investments of its limited resources, gaining market acceptance, managing a complex regulatory landscape, and developing new products. The Company's current operating model may require changes to scale its operations efficiently. Purchasers should consider the Company's business and prospects in light of the risks and difficulties it faces as an early-stage company.

Payments made pursuant to the terms of the Units may detract from the capital the Company could otherwise deploy to improve its business.

Any capital used to make payments related to the Units detracts from the capital available for the Company to deploy in developing its business. Diverting funds from the Company's operations may put the Company at a significant disadvantage compared to its competitors who do not make similar payments. This disadvantage may have an adverse impact on the operations and financial conditions of the Company.

The development and operation of the Network requires technology and intellectual property rights.

The Company's capacity to establish and run the Network may hinge on its utilization of technology and intellectual property rights obtained through licensing agreements with external, non-affiliated entities. Any failure on the part of the Company to adhere to the terms of the relevant license agreement or an inability to furnish the necessary technology and intellectual property for the Network could result in operational incapacity. Such a scenario would significantly impact the Company's overall operations and financial status.

The Company may face substantial competition from a number of known and unknown competitors as well as the risk that one or more of them may obtain intellectual property rights or other protections covering technology critical to the operation of the Network.

The Company is aware that numerous entities may be currently engaged in the development of applications, websites or any other platform that could pose competition to the Company's own technology and platform. Some of these entities may possess significantly greater technological expertise, experience with these technologies, and financial resources compared to the Company.

Unfortunately, the Company lacks detailed information about the specific technologies these organizations or their buyers may be seeking to protect. If one or more of these entities successfully secures a valid protection covering technology crucial to the future operation of the Network or its

applications, the Company, along with other entities requiring the pertinent technology for the proper functioning of the Network and its applications, may face challenges in licensing the technology. In such a scenario, the viability of the Network or its applications could be jeopardized, potentially leading to a significant adverse impact on the Company.

The Company and/or certain members of the Company may be forced to cease operations.

It is possible that, due to any number of reasons, including, but not limited to the inability by the Company to establish the Network or the Units' utility, the failure of commercial relationships, or intellectual property ownership challenges, the Company may no longer be viable to operate, and the Company and/or other members of the Company may dissolve.

The Network may not be widely adopted and may have limited users.

It is possible that the Network, if developed, will not be used by a large number of organizations, or that there will be limited interest in the creation and development of the Network. Such a lack of use or interest could negatively impact the development of the Network, the value of the Units and the financial position of the Company.

Alternative networks may be established that compete with or are more widely used than the Network.

It is possible that alternative networks could be established that utilize the same or a similar protocol that will underlie the Network or that will facilitate services that are materially similar to the Network's services. The Network may compete with these alternative networks, which could negatively impact the Network and the Units.

The Network and/or securities may rely may be the target of malicious cyber-attacks or may contain exploitable flaws in its underlying code, which may expose us to liability and reputational harm and could cause a decline in the market price of the Units.

After the issuance of the Units and the potential development of the Network, the foundational structure, software applications, and other interfaces or applications associated with them are untested. There is no guarantee that the Network and the processes involving the management of the Company's operation will be consistently uninterrupted or entirely secure. This lack of certainty raises the risk of the loss of the Company's resources when transferring them through digital channels.

Furthermore, the Units and the Network, along with any underlying technology, could be vulnerable to malicious attacks. These attacks may aim to identify and exploit weaknesses in the software or the Network, potentially leading to the loss or theft of resources. For instance, if the Company, one or more of its members, the Units, and/or the Network become targets of security breaches, such as double-spend attacks, 51% attacks, or other malicious activities, it could have a substantial and adverse impact on the Network and potentially on the Company as well.

Investors in the Units may be subject to dilution.

Investors in the Units may be subject to dilution because the Company may issue additional Units. Such additional issuances could reduce an Investor's share of any profit-sharing distribution, if any, and also could potentially have a material adverse effect on the trading price of the Units.

Our Certificate and LP Agreement provides for indemnification of the officers and directors.

Our Certificate and LP Agreement provides for the indemnification of our officers and our managers at our expense and limits their liability to the Company. This may result in a major cost to us because company resources may be expended for the benefit of the managers and present or former officers.

We are dependent on key personnel.

The success of the Company is closely tied to the knowledge and business connections of its managers and the officers they appoint. The operations and business strategy heavily rely on the expertise and relationships of these key individuals. Even if the Company were to secure additional personnel, there is uncertainty regarding the ability to find someone capable of advancing the business in accordance with the objectives outlined in this Memorandum. The absence of the services of the managers and the officers they name could lead to potential failure.

The proficiency and performance of the management team play a pivotal role in the Company's success. However, there is no guarantee that the named managers and officers, or any additional members of the management team, will remain associated with the Company or its affiliates throughout its lifespan. The departure of one or more of these individuals could have a significant adverse impact on the Company's performance.

General economic conditions and recent events may affect the Company and its operations.

Various sectors of the global financial markets have been experiencing an extended period of adverse conditions. These conditions have resulted in reduced liquidity, greater volatility, general widening of credit spreads and a lack of price transparency. The short and long-term impact of these events is uncertain but could have a material effect on general economic conditions, consumer and business confidence and market liquidity. Because profit distributions to holders of Units are dependent on the performance and profits of the Network, any adverse conditions could affect the amounts available for such distributions.

There will exist recourse to the Company's assets.

The Company's assets serve as recourse for meeting all liabilities and obligations. In the event that the Company incurs a liability, those seeking satisfaction of the liability may have recourse to the Company's assets in a comprehensive manner. There is no restriction to any specific asset, including the one associated with the investment leading to the liability, or to any particular operating subsidiary of the Company. The Company's assets, in general, are available to fulfill its various liabilities and obligations.

The Company is undertaking this Offering pursuant to a private offering exemption.

The Company plans to offer the Units without registration under any securities laws, relying on an exemption for private offerings to non-U.S. persons. While the Company believes this exemption is justified, there is no guarantee that various factors, such as the manner of offers and sales, the extent of disclosure provided, failures to issue notices or filings, or changes in applicable laws, regulations, or interpretations, will not cause the Company to fail to qualify for these exemptions under U.S. federal or one or more states' securities laws. Such failure could lead to the rescission of Unit sales at prices exceeding their current value, potentially having a significant adverse impact on the Company's

performance and business. Additionally, even non-meritorious claims that offers and sales of Units did not comply with applicable securities laws could materially and adversely affect the ability of equity holders, managers, and the officers they name to conduct the Company's business.

Regulatory, legal and tax changes may adversely affect the Company.

The Company faces potential adverse impacts from legal, tax, and regulatory changes, as well as judicial decisions. In response to the recent global financial crisis, numerous governmental authorities and their agencies have implemented unprecedented legislative and regulatory measures, with a focus on the securities industry at large and specific segments within it. There is a likelihood of additional legislative and regulatory actions. Changes to securities laws and regulations may occur during the Company's term, posing potential adverse effects on its operations. These risks are often challenging or impossible to predict, avoid, or mitigate. Any substantial and adverse effects on any member of the Company resulting from regulatory or legal changes may impact the ability of Unit holders to receive distributions.

Our financial condition and results of operations will depend on our ability to manage future growth effectively.

Our ability to achieve our investment objective will depend on our ability to grow, which will depend, in turn, on the ability of the Manager and the officers it names to execute on our business plan. The management team of the Company have substantial responsibilities. In addition, the employees of the Company may also be called upon to provide managerial assistance. Any failure to manage our future growth effectively could have a material adverse effect on our business, financial condition, and results of operations.

Misconduct by employees of the Company or third-party service providers could cause significant losses to the Company.

Misconduct by employees of the Company or third-party service providers has the potential to result in significant losses for the Company. Such losses may stem from actions like failing to recognize trades or misappropriation of assets by third-party service providers. Additionally, there is a risk that employees and third-party service providers may improperly use or disclose confidential information, leading to potential litigation or substantial financial harm. This harm could include constraints on the Company's business prospects or future marketing activities. Despite the due diligence conducted by the Company or its equity holders, there are no assurances that it will identify or prevent such misconduct.

Risks Related to the Units

The tax treatment of the Units is uncertain and there may be adverse tax consequences for Investors upon certain future events.

The tax classification of the Unit is uncertain, and it is imperative for each Investor to seek individualized tax advice when considering an investment in the Units. Investing in the Units may lead to adverse tax implications for Investors, including but not limited to withholding taxes, income taxes, and associated tax reporting obligations. It is essential for each Investor to engage and rely on the guidance of their own professional tax advisors regarding the tax treatment of an investment in the Unit and the associated purchase rights.

Moreover, the tax classification of the Units has implications for the tax liability of the Company or its affiliates in connection with the Offering. Additionally, the accounting consequences are uncertain, and there is a possibility that the proceeds from the Offering could be classified as a liability rather than equity for accounting purposes. This alternative accounting treatment might result in a reduction in the Company's net book value compared to equity treatment.

The offering price of the Units has been determined arbitrarily.

The price of the Units has not been established through any independent financial evaluation, market mechanism, or audit, making it largely arbitrary. Management's valuation will not be subject to review by any audit firm, and consequently, there will be no opinion from such a firm regarding the fairness of the offering price determined by our management. As a result, the price of the Units in this Offering may not align with the market's perceived value. There is no guarantee that the Units will be worth the price at which they are offered, and Investors may consequently incur a partial or complete loss of their investment.

The Units are an illiquid investment.

Investing in the Company necessitates a long-term commitment with no guaranteed returns. While certain operations of the Company may generate current cash flow, there is no assurance that the Company will realize such cash flow or successfully implement a realization or exit strategy. The Company may not secure enough cash flow to sustain its operations. Even in the event of a successful business strategy, only a portion, if any, of the proceeds may be distributed to Unit holders. The outcome remains uncertain for Investors, and there is no assurance of significant returns on the investment.

If the Company ceases operations, the Units will have limited or no value or utility.

The Company is conducting this Offering to raise capital for the development of the Network described above and to fund ongoing operations. The Units have only the value and utility as connected to such Network, and in the event that the Company is unable to successfully develop the Network or commence and continue its operations thereon, the Units will have limited or no value or utility.

The Units do not guarantee a right to any profits of the Company.

With the exception of what is outlined in this document, the Units do not confer an equity stake, nor do they guarantee profit sharing (except as specified herein) in the Company or any of its members. They do not represent ownership rights, direct claims in the Network, revenues, profits, or intellectual property, whether present or future. Investors must acknowledge that their investments are non-refundable and non-redeemable, exposing them to the inherent risk of project failure at any stage of development. The Units do not grant any redemption rights, and the Company retains the right to alter the utility value and/or intended usages of the Units at any time in the future. Profit sharing provided to Unit holders is considered a privilege that may be revoked at the Company's discretion. Unit holders have no legal entitlement to profits, and the Company is not under any legal obligation to share profits. Unit holders will not be granted equity rights or voting rights in the Company or any of its affiliates.

There are risks associated with hacking and security weaknesses.

Hackers or other malicious groups or organizations may attempt to interfere with the websites of the Company, or the Network, including, but not limited to, malware attacks, denial of service attacks,

consensus-based attacks, Sybil attacks, smurfing and spoofing. These attacks could materially and adversely affect the Company's operations and the value and utility of the Units.

There are risks associated with markets for Units.

If secondary trading of Units is facilitated by third-party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third parties do ascribe an external exchange value to Units (e.g., as denominated in a fiat currency), such value may be extremely volatile and diminish to zero.

There is a risk of uninsured losses.

Unlike bank accounts or accounts at some other financial institutions, Units are uninsured unless a holder specifically obtains private insurance to insure them. Thus, in the event of loss of a Unit or loss of utility value, there is no public insurer or private insurance arranged by the initiator to offer recourse to a Unit holder.

There is no established public market for our Units, and we do not expect that one will develop.

Upon issuance, the Units will not have an available trading market, and peer-to-peer transfers will be restricted until otherwise notified by the Company. Regulatory developments have caused conventional crypto exchanges to be hesitant in listing securities Units like the Units. If and when transferability becomes possible, it may be limited to a small number of venues, such as U.S. registered exchanges or regulated alternative trading systems, for which proper Form ATS submission to the SEC has been made. Currently, the Company is unaware of any operational ATS or exchange capable of supporting secondary trading in the Units.

Investors should be prepared for the possibility of holding their Units indefinitely. Even if transferability becomes feasible, the Company might use technology, including smart contracts, to enforce certain restrictions in compliance with federal securities laws. The proper functioning of such technology is not guaranteed, potentially resulting in technological limitations on transferability and exposing the Company to legal and regulatory issues.

Should the Units remain untradeable for a substantial period or indefinitely, their value would be significantly adversely affected.

In addition, the liquidity of any market for the Units will depend on a number of factors, including:

- Number of holders of Units;
- Company's performance and financial condition;
- Market for similar Units;
- Interest of traders in making a market in the Units; and
- Regulatory developments.

The Units market may be subject to substantial and unpredictable disruptions that cause significant volatility in the prices of the Units. We cannot assure you that the market, if any, for the Units will be free from such disruptions or that any such disruptions may not adversely affect your ability to sell your Units.

Therefore, we cannot assure you that you will be able to sell your Units at a particular time or that the price you receive when you sell will be favorable.

The Units could be subject to significant transfer restrictions under the securities laws.

The Units may be subject to significant transfer restrictions as per applicable securities laws. These restrictions could negatively impact the ability to resell the Units, potentially affecting the resale price or making resale impossible. Unit redemption is not an option for holders, and there is no right to withdraw capital. There are no plans to register the Units, and the absence of a public market for the Units may persist. Investors must confirm their commitment to sell or transfer Units only in accordance with the outlined restrictions in the "Transfer Restrictions" section of this Memorandum and in compliance with applicable laws and regulations. Consequently, investors should be prepared to bear the risk of their investment in Units for an extended period.

If the Units ever become transferable, Unit transactions may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.

In the event that the Units become tradeable on an exchange or pursuant to permitted transfers, transactions in the Units may be irreversible, and, accordingly, a purchaser of the Units may lose all of his or her investment in a variety of circumstances, including in connection with fraudulent or accidental transactions, technology failures or cyber-security breaches. If applicable, real-time settlement would further increase the risk that correction of trading errors may be impossible and losses due to fraudulent or accidental transactions may not be recoverable.

There is no assurance that purchasers of the Units will receive a return on their investment.

The Units are highly speculative and any return on an investment in the Units is contingent upon numerous circumstances, many of which (including legal and regulatory conditions) are beyond the Company's control. There is no assurance that purchasers will realize any return on their investments or that their entire investments will not be lost. For this reason, each prospective investor should carefully read this Memorandum and should consult with their own attorney, financial and tax advisors prior to making any investment decision with respect to the Units. Investors should only make an investment in the Units if they are prepared to lose the entirety of such investment.

Investors may lack information for monitoring their investment.

Investors may encounter challenges in obtaining comprehensive and timely information about the Company or the Network. It's possible that investors may not be promptly aware of material adverse changes affecting their investments due to these difficulties. Consequently, there may be limitations on having accurate and accessible information about the Network.

The Units do not come with information rights, except for certain rights under Delaware law, and purchasers may face constraints in obtaining desired information about the Company or the Units. Specifically, access to information about the Company's financial performance, particularly its ability to fulfill obligations to Unit holders, may be restricted. The Company is not currently registered with the SEC and has no existing periodic reporting requirements. Given these challenges and other uncertainties, purchasers may lack accurate and readily accessible information about the Company or the Units.

Holders of Units will have no dividend or liquidation rights.

Investors in this Offering will have no dividend or liquidation rights. The only method of capital return that the Units have is via secondary market sales of the Units or distributions as set forth herein. Upon a liquidation, bankruptcy or other dissolution of the Company, Investors will not be entitled to liquidation rights. Furthermore, the Company has no fixed termination date and is under no obligation to redeem the Units at any time.

Repurchase or redemption of Units.

Investors do not have the right to compel us to redeem our Units. The Company may, however, purchase outstanding Units from time to time. The Company may allocate funds for the open-market purchases or privately negotiated transactions in Units from time to time when deemed to be in the best interest of the Company. The equity holders, managers, and the officers the Company names may or may not decide to allocate any funds for the repurchase or redemption of our Units.

Holders of the Units will generally not have voting rights and will generally have no ability to influence the decisions of the Company.

Unit holders do not possess any voting rights. Consequently, except for matters mandated to be presented to Unit holders under Delaware law, decisions on all matters brought before equity holders will be determined by the vote of holders of the Company's capital stock eligible to cast votes—excluding the Units. Therefore, Unit holders will not be able to participate in the election of directors or, unless specified under Delaware law, influence the outcomes of other matters subjected to a vote by the Company's equity holders. The interests of those eligible to vote on such matters may diverge from or conflict with the interests of Unit holders.

The Units have no history.

The Units, being newly established, lack an operating history and represent a novel type of investment. Comparisons with similar instruments are not possible as there are no analogous precedents. Investors should assess the Units based on their intrinsic value and prospects, considering the uncertainties related to the likelihood of Unit issuance. The evaluation of the Company's business prospects may be subject to inaccuracies, and the Company might not attain its objectives. Units issued by other companies or similar Units are not indicative of the Company's future outcomes, the value and success of the Units, or the Company's ability to fulfill any obligations related to the Units.

CONFLICTS OF INTEREST

The following outlines specific potential conflicts of interest that should be carefully considered before investing in Units. It is not an exhaustive list, and instances may arise where the interests of equity holders and/or their affiliates may potentially or actually conflict with those of the Company. The Company's equity holders, directors, and named officers are not obligated to manage the Company as their sole and exclusive function, and they are permitted to have other business interests and engage in additional business activities beyond those related to the Company.

Equity holders, directors, and named officers may establish and dedicate their time to other investment partnerships with activities similar to those of the Company, potentially leading to conflicts of interest in

allocating time, services, and functions among the Company and other ventures. These individuals are not obliged to refrain from such management activities or to disgorge profits from them. By acquiring Units, each Investor is considered to have acknowledged the existence of any actual or potential conflicts of interest and to have waived any claim related to liability arising from such conflicts.

Neither the Company nor the managers owe you any fiduciary duties.

Investors in traditional companies typically benefit from obligations such as good faith, fairness in dealings, and other fiduciary duties owed by the company and its management. However, to the extent permitted by law, Unit holders will not be entitled to such protections from the Company or its equity holders. As a result, Unit holders will have very limited, if any, rights of recovery against the Company or its managers in cases of gross negligence or actions contrary to the interests of Unit holders. Additionally, the Company is not obligated to enforce any rights it may have against its managers or officers on behalf of Unit holders. These risks are not an exhaustive explanation of all the risks associated with acquiring Units, and potential investors are strongly advised to read the entire Memorandum before deciding to invest in Units.

Holders of Units will have no voting rights and may have conflicts of interest with the managers.

Neither the Units nor the Unit, if issued, will have any voting rights or other management or control rights in the Company. Accordingly, managers, equity holders, and the officers the Company names will control decisions for the Company that in other companies would require manager or limited partner approval, including the amendment of the Certificate and LP Agreement, the election of managers, directors, and significant corporate transactions, such as a merger or other sale of our company or our assets.

Individuals involved in the development and launch of the Network or the Company may face potential conflicts of interest during this Offering and the Network launch. In such instances, these individuals might avoid losses or even gain benefits while other Investors in the Offering or the Company experience losses. Unit investors themselves may also have conflicting investment, tax, and other interests tied to Unit investments, stemming from factors like the Unit terms, the Network, timing of the Network launch, or other Unit sales. The decisions made by key employees of the Company on these matters may favor some Investors over others.

LEGAL PROCEEDINGS INVOLVING RELATED PARTIES

There is no litigation currently pending or threatened against us.

CERTAIN INCOME TAX CONSEQUENCES

Prospective investors are strongly advised to consult their personal tax advisors regarding the appropriate treatment of Units and assets in their respective jurisdictions. Changes in law or regulations, including in Delaware, may impact the tax treatment of Units, potentially with retroactive effect. The Company provides no warranty on the proper tax treatment of Units or the accuracy of general taxation statements in a holder's tax residency.

The Company, formed as a limited partnership in Delaware, is not currently subject to income taxes in Delaware. The Units are not intended to be treated as equity for income tax purposes, although the tax

treatment of Units and assets is unclear in many jurisdictions. Holders should not consider the Units as equity issued by the Company.

As of this Memorandum, the Company reasonably believes that non-taxable residents of Delaware holding Units should not be subject to Delaware income or withholding taxes for Unit sale, exchange, or disposition, or for Unit distributions by the Company. However, income tax in the holder's tax residency jurisdiction may apply to Unit distributions and gains from Unit sale, exchange, or disposition. Holders are advised to consult their personal income tax advisors regarding any relevant tax consequences.

INVESTORS ARE STRONGLY ENCOURAGED TO SEEK ADVICE FROM THEIR INDIVIDUAL TAX ADVISORS CONCERNING THEIR PERSONAL TAX SITUATIONS, POTENTIAL CHANGES IN APPLICABLE LAWS AND REGULATIONS, AND THE FEDERAL AND STATE CONSEQUENCES ASSOCIATED WITH INVESTING IN THE Units. IT IS IMPORTANT TO NOTE THAT THE COST OF SUCH CONSULTATION MAY IMPACT THE EXPECTED RETURN ON THE INVESTMENT, DEPENDING ON THE FEES CHARGED.

NOTHING IN THIS MEMORANDUM SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE TO ANY SPECIFIC INVESTOR, AS INDIVIDUAL CIRCUMSTANCES MAY VARY. THE SECTION ON FEDERAL INCOME TAX CONSEQUENCES IN THIS MEMORANDUM PROVIDES THE CURRENT STATE OF TAX LAWS, BUT IT IS ESSENTIAL TO RECOGNIZE THAT THE INTERNAL REVENUE SERVICE MAY NOT AGREE WITH ALL TAX POSITIONS TAKEN BY THE COMPANY. LEGISLATIVE, ADMINISTRATIVE, OR COURT DECISIONS MAY ALSO ALTER OR ELIMINATE ANTICIPATED TAX BENEFITS.

LEGAL MATTERS

The Company's counsel will review the legality of our issuance of the Units offered without registration under the Securities Act or state securities laws pursuant to certain exemptions therefrom provided under Regulation S pursuant to the Securities Act.

IN WITNESS WHEREOF, the undersigned have executed this PRIVATE PLACEMENT MEMORANDUM as of the day, month and year first above written.

GENERAL PARTNER
THRIVE GENERAL PARTNER LLC



Name: Aurelio Tobón Estrada
Title: Manager

Exhibit A
Subscription Agreement for Non-U.S. Persons
(Attached)

Exhibit B
Certificate of Formation of LATAM FINTECH LENDING SPV-1, LP
(Attached)

Exhibit C
Limited Partnership Agreement of LATAM FINTECH LENDING SPV-1, LP
(Attached)