

OFFERING MEMORANDUM

***ABR* First Capital LLC**

PROMISSORY NOTES

THIS MEMORANDUM IS ONLY FOR PROSPECTIVE PURCHASERS OF THE COMPANY'S SECURITIES WHO ARE VERIFIABLE "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND PURSUANT TO RULE 506(c) THEREUNDER.

**FOR MORE INFORMATION,
PLEASE CONTACT:**

**ABR First Capital LLC
6044 Gateway Blvd. East, Suite 544
El Paso, Texas 79905 USA
Telephone: 833.845.4644
E-mail: fmb@investabr.com**

The date of this Memorandum is:

December 11, 2020

This cover page is continued on the following pages.

ABR First Capital LLC

Promissory Notes

Maximum Offering: \$5,000,000
No Minimum Offering

Minimum Subscription: \$20,000

ABR First Capital LLC, a Texas limited liability company (“we”, “our”, “us”, the “Issuer”, or the “Company”) intends to engage in providing accounts receivable financing or “factoring” services to our customers.

We have developed a business lending model that provides an alternative source of financing for companies and other business enterprises. We are a financing solution for businesses and have developed a revolutionary secure lending program that we believe all types of businesses have long been waiting for.

Through our relationship with our diversified lending partner, Capital Active Funding, Inc. (“CAFI”) and/or other Affiliates such as ABR Capital Funding, Inc. and/or other third-party finance companies, we’re able to remove the banking regulations that borrowers are often faced with. For example, through our Invoice-Based Line of Credit program, we can provide funds to business owners enabling them to pursue government contracts or other business objectives.

There can be no assurance these objectives can be achieved (See “Description of Business” and “Risk Factors”).

This document is our Offering Memorandum (this “Memorandum”). This is not a public offering. The securities described in this Memorandum are available only to verifiable “Accredited Investors” in accordance with Regulation D Rule 506(c) of the Securities Act of 1933, as amended (the “Act”), promulgated pursuant to the Jumpstart Our Business Startups Act of 2012 (the “JOBS Act”), and applicable state law (the “Offering”).

This investment involves a high degree of risk further described in the “Risk Factors” section of this Memorandum. Subscription of these securities should be considered only if you can afford a possible total loss of your investment.

Neither the U.S. Securities and Exchange Commission (the “SEC” or “Commission”) nor any state securities commission has approved or disapproved of this Offering or determined if this Memorandum is truthful or complete. Any representation to the contrary is a criminal offense.

	Price to Investors	Selling Commissions and Discounts (1)(7)	Proceeds to Company or Other Persons (1)(2)(3)(7)
Minimum Subscription (4)(5)	\$20,000	See Footnote 1	\$20,000
Minimum Offering (6)	N/A	N/A	N/A
Maximum Offering (7)	\$5,000,000	See Footnote 1	\$5,000,000

FOOTNOTES:

- (1) Subject to rounding. The Notes will be offered and sold by our management who will not receive sales commissions in connection with such activities absent licensure. Sales commissions and/or finder fees may be paid by the Company to

A B R F i r s t C a p i t a l L L C
O F F E R I N G M E M O R A N D U M

broker-dealers who are members of the Financial Industry Regulatory Authority (“FINRA”), licensed issuer-agents, or others where permitted by law of up to ten percent (10%). Such persons may be Affiliates of the Company’s management. As of the date of this Memorandum, no such persons have been retained by the Company to promote the offering. Until or unless such persons are retained, the offering will be conducted directly by the Company through its management.

- (2) Before deducting expenses related to the offering including legal, accounting, marketing, administration, etc. (See “Use of Proceeds”).
- (3) May be paid to Affiliates of the Company.
- (4) Minimum Recommended Subscription is a Note for \$20,000.
- (5) We may waive such minimums in our sole discretion.
- (6) No minimum denomination of Notes need to be sold in order for us to utilize the proceeds of this offering. Your invested funds will not be escrowed and will become available to the Company for immediate use.
- (7) Actual amount or percentage may materially vary.

THE SEC DOES NOT PASS UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING MEMORANDUM OR OFFERING CIRCULAR OR OTHER SELLING LITERATURE. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SEC; HOWEVER, THE SEC HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED HEREUNDER ARE EXEMPT FROM REGISTRATION.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE OR OTHER SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

IN MAKING A DECISION YOU MUST RELY ON YOUR OWN EXAMINATION OF THE ISSUER (the “Company”, or “ABR First Capital LLC”) AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. YOU SHOULD BE AWARE THAT YOU WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AT LEAST TWELVE (12) MONTHS OR PERHAPS FOR AN INDEFINITE PERIOD OF TIME.

IMPORTANT NOTICES ABOUT INFORMATION PRESENTED IN THIS MEMORANDUM

The information contained in this Memorandum is available to “Accredited Investors” only and is furnished for your use as a potential Note holder of the Company.

By receiving this Memorandum you agree not to transmit, reproduce or make this Memorandum or any related exhibits or documents available to any other person or entity.

If you do not agree to this condition, you will return this Memorandum to the address on the cover, postage pre-paid, within three (3) days of your receipt.

Your failure to keep this Memorandum strictly confidential may cause the Company to incur actual damages of an indeterminable amount, subjecting you to potential legal liability.

This Offering is available only to “Accredited Investors” as defined by Rule 501(a) of the Securities Act of 1933, as amended (See “Who May Invest”).

We reserve the right to withdraw this Offering at any time and for any or no reason without notice.

This Memorandum does not constitute an offer in any jurisdiction or to any person to whom it is unlawful to make such an offer in such jurisdiction.

An offer may be made only by an authorized representative of the Company and must be accompanied by a copy of this Memorandum including all Exhibits. Unless a FINRA-registered broker-dealer is involved in this Offering, the securities described herein will be offered by the Company through our management on a “best efforts” basis in which case such persons will not receive direct compensation based upon such efforts. No dealer, salesman or other person unaffiliated with the Company has been authorized to give you any information or make any representations other than those contained in this Memorandum. If you receive other information, do not rely on it.

Our affairs may have changed materially since the date on the cover of this Memorandum. Neither delivery of this Memorandum nor any transactions made hereunder shall, under any circumstances, create an implication that there has been no material change in our affairs since that date.

You and/or your advisors and representatives may ask questions of, and receive answers from, our management concerning the terms and conditions of this Offering as well as our overall objectives. We also will endeavor to provide you with any additional information, to the extent we possess such information or can acquire it without unreasonable effort or expense, necessary to substantiate the information set forth in this Memorandum.

Securities acquired through this Offering may not be transferred without the express written permission of the Company or in the absence of an effective registration statement unless the prospective transferee establishes, to the satisfaction of the Company, that an exemption from registration is available. Any certificates evidencing ownership of securities offered hereby shall bear a restrictive legend to this effect.

The securities described herein should be considered a non-liquid, speculative investment. (See “Risk Factors”).

IF YOU OR YOUR ADVISOR(S) DESIRE ADDITIONAL INFORMATION, PLEASE CONTACT:

ABR First Capital LLC
6044 Gateway Blvd. East, Suite 544
El Paso, Texas 79905 USA
Telephone: 833.845.4644
E-mail: fmb@investabr.com

STATE NOTICES

THE PRESENCE OF A LEGEND FOR ANY GIVEN JURISDICTION REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT JURISDICTION AND SHOULD NEITHER BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN ANY PARTICULAR JURISDICTION NOR THAT THE COMPANY IS SUBJECT TO THE SECURITIES LAWS OF ANY NAMED JURISDICTION. IN THE EVENT ANY CITED STATE-SPECIFIC EXEMPTION IS UNAVAILABLE FOR THE OFFERING FOR WHATEVER REASON, THE COMPANY NEVERTHELESS CLAIMS EXEMPTION PURSUANT TO SECTION 18(b)(4)(D) OF THE SECURITIES ACT OF 1933, AS AMENDED.

FOR ALABAMA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL

AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR ALASKA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR ARIZONA RESIDENTS: THESE SECURITIES MAY BE SOLD ONLY TO “ACCREDITED INVESTORS” FOR INVESTMENT AND NOT IN CONNECTION WITH A DISTRIBUTION. INVESTORS MAY NOT RESELL THE SECURITIES UNLESS THE SECURITIES ARE FIRST REGISTERED OR QUALIFY FOR AN EXEMPTION FROM REGISTRATION. THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR THE ARIZONA CORPORATION COMMISSION NOR HAVE THEY PASSED UPON THE MERITS OF OR OTHERWISE APPROVED THE OFFERING.

FOR ARKANSAS RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR CALIFORNIA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR COLORADO RESIDENTS: THIS INFORMATION IS DISTRIBUTED PURSUANT TO AN EXEMPTION FOR SMALL OFFERINGS UNDER THE RULES OF THE COLORADO SECURITIES DIVISION. THE SECURITIES DIVISION HAS NEITHER REVIEWED NOR APPROVED ITS FORM AND CONTENT. THE SECURITIES DESCRIBED MAY ONLY BE PURCHASED BY “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D AND THE RULES OF THE COLORADO SECURITIES DIVISION.

FOR CONNECTICUT RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BANKING COMMISSIONER OF THE STATE OF CONNECTICUT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUANCE OF THE OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES ARE AVAILABLE ONLY TO “ACCREDITED INVESTORS” AND HAVE NOT BEEN REGISTERED UNDER THE CONNECTICUT UNIFORM SECURITIES ACT AND THEREFORE CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER SUCH ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR DELAWARE RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE DELAWARE SECURITIES ACT AND ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 503 OF THE DELAWARE SECURITIES ACT. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR FLORIDA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR GEORGIA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR HAWAII RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE HAWAII UNIFORM SECURITIES ACT (MODIFIED), BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE FACT THAT IT IS AVAILABLE ONLY TO “ACCREDITED INVESTORS”. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE

DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR IDAHO RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR ILLINOIS RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR INDIANA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE INDIANA BLUE SKY LAW AND ARE OFFERED PURSUANT TO INDIANA SECURITIES COMMISSION ADMINISTRATIVE ORDER “MODEL ACCREDITED INVESTOR EXEMPTION” (FEBRUARY 27, 1998), AS AMENDED. THESE SECURITIES MAY BE TRANSFERRED OR RESOLD ONLY IF SUBSEQUENTLY REGISTERED OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR IOWA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR KANSAS RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE KANSAS SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO SECTION 81-5-13 OF THE KANSAS ADMINISTRATIVE REGULATIONS, AS AMENDED. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.]

FOR KENTUCKY RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR LOUISIANA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MAINE RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MAINE UNIFORM SECURITIES ACT OF 2005, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO CHAPTER 537 OF THE RULES OF THE MAINE OFFICE OF SECURITIES. THESE SECURITIES ARE AVAILABLE TO “ACCREDITED INVESTORS” ONLY AND CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR MARYLAND RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MASSACHUSETTS RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MICHIGAN RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MINNESOTA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MISSISSIPPI RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MISSOURI RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MISSOURI SECURITIES ACT OF 2003, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO 15 CSR 30-54-215 RELATING TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR MONTANA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR NEBRASKA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES ACT OF NEBRASKA, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY AS PER SECTION 8-1111.8 OF SAID ACT. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEVADA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NEVADA SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY AS PER SECTION 90.536 OF THE NEVADA ADMINISTRATIVE CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEW HAMPSHIRE RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR NEW JERSEY RESIDENTS: THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. THE FILING OF THE WITHIN OFFERING WITH THE BUREAU OF SECURITIES DOES NOT CONSTITUTE APPROVAL OF THE ISSUE OR THE SALE THEREOF BY THE BUREAU OF SECURITIES OR THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEW JERSEY. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NEW JERSEY SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY AS PER NEW JERSEY SECURITIES BUREAU ADMINISTRATIVE ORDER DATED MARCH 24, 1998. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS

THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEW MEXICO RESIDENTS: IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NEW MEXICO SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY IN ACCORDANCE WITH SECTION 58-13B-28E OF SAID ACT AND SECTION 12.11.12.20 OF THE NEW MEXICO ADMINISTRATIVE CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEW YORK RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR NORTH CAROLINA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR NORTH DAKOTA RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE NORTH DAKOTA SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO SECTION 10-04-06(17) OF THE NORTH DAKOTA CENTURY CODE (N.D.C.C.) DUE TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR OHIO RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE OHIO SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY AS PER SECTION 1707.03(Y) OF THE OHIO REVISED CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR OKLAHOMA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR PENNSYLVANIA RESIDENTS: THE UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER SECTION 201 OF THE PENNSYLVANIA SECURITIES ACT OF 1972, AS AMENDED, AND ARE ONLY AVAILABLE TO “ACCREDITED INVESTORS” AS PER SECTION 203(t) OF SAID ACT. THESE SECURITIES MAY BE RESOLD BY RESIDENTS OF PENNSYLVANIA ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF SAID ACT OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION DIRECTLY FROM

AN ISSUER OR AFFILIATE OF AN ISSUER, SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER, UNDERWRITER (IF ANY), OR ANY OTHER PERSON WITHIN TWO BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO WRITTEN BINDING CONTRACT OF PURCHASE, WITHIN TWO BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED. NEITHER THE PENNSYLVANIA SECURITIES COMMISSION NOR ANY OTHER AGENCY HAS PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING, AND ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. PENNSYLVANIA SUBSCRIBERS MAY NOT SELL THEIR SECURITIES INTERESTS FOR ONE YEAR FROM THE DATE OF PURCHASE IF SUCH A SALE WOULD VIOLATE SECTION 203(d) OF THE PENNSYLVANIA SECURITIES ACT.

FOR RHODE ISLAND RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE RHODE ISLAND SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO RULE 403(c)-1 OF THE REGULATIONS OF THE RHODE ISLAND DIVISION OF SECURITIES DUE TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR SOUTH CAROLINA RESIDENTS: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER ONE OR MORE SECURITIES ACTS, INCLUDING, BUT NOT LIMITED TO, EXEMPTIONS AVAILABLE UNDER THE SOUTH CAROLINA UNIFORM SECURITIES ACT OF 2005, AS AMENDED, PURSUANT TO SOUTH CAROLINA SECURITIES DIVISION ORDER 97018 DUE TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR SOUTH DAKOTA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SOUTH DAKOTA UNIFORM SECURITIES ACT OF 2002, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO SECTION 20:08:07:29 OF SOUTH DAKOTA ADMINISTRATIVE RULES DUE TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR TENNESSEE RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO “ACCREDITED INVESTORS” AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR TEXAS RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE TEXAS SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY AS PER RULE 139.19 OF THE TEXAS ADMINISTRATIVE CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS

THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTMENT IS SUITABLE IF IT DOES NOT EXCEED 10% OF THE INVESTOR'S NET WORTH.

FOR UTAH RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE UTAH UNIFORM SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY PURSUANT TO RULE R164-14-25s OF THE UTAH ADMINISTRATIVE CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR VERMONT RESIDENTS: INVESTMENT IN THESE SECURITIES INVOLVES SIGNIFICANT RISKS AND IS SUITABLE ONLY FOR PERSONS WHO HAVE NO NEED FOR IMMEDIATE LIQUIDITY IN THEIR INVESTMENT AND WHO CAN BEAR THE ECONOMIC RISK OF A LOSS OF THEIR ENTIRE INVESTMENT. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933 AND THE VERMONT SECURITIES ACT, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE VERMONT SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY PURSUANT TO THE ORDER ISSUED UNDER SECTION 4204(a)(15) OF SAID ACT BY THE COMMISSIONER OF BANKING, INSURANCE, SECURITIES AND HEALTH CARE ADMINISTRATION OF THE STATE OF VERMONT ON JULY 10, 2000.

FOR VIRGINIA RESIDENTS: THESE SECURITIES ARE BEING ISSUED PURSUANT TO A CLAIM OF EXEMPTION FROM THE REGISTRATION AND QUALIFICATION PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS AND SHALL NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH THE REGISTRATION OR QUALIFICATION PROVISIONS OF APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR APPLICABLE EXEMPTIONS THEREFROM. THESE SECURITIES ARE ONLY AVAILABLE TO "ACCREDITED INVESTORS" PURSUANT TO 21 V.A.C. 5-40-140.

FOR WASHINGTON RESIDENTS: THIS OFFERING HAS NOT BEEN REVIEWED OR APPROVED BY THE WASHINGTON SECURITIES ADMINISTRATOR AND THE SECURITIES OFFERED HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF WASHINGTON. THE ISSUER IS CLAIMING AN EXEMPTION FROM REGISTRATION PURSUANT TO SECTION 460-44A-300 OF THE WASHINGTON ADMINISTRATIVE CODE WHICH PROVIDES AN EXEMPTION FOR OFFERINGS MADE AVAILABLE ONLY TO "ACCREDITED INVESTORS". NO DETERMINATION HAS BEEN MADE AS TO WHETHER THE ISSUER QUALIFIES FOR THIS EXEMPTION. THESE SECURITIES MAY BE TRANSFERRED OR RESOLD BY RESIDENTS OF WASHINGTON ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THE ACT OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

FOR WEST VIRGINIA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES ACT OF WEST VIRGINIA, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE

OFFERING TO “ACCREDITED INVESTORS” ONLY AS PER THE WEST VIRGINIA SECURITIES COMMISSIONER’S ORDER PROMULGATING PROCEDURES FOR IMPLEMENTATION OF AN ACCREDITED INVESTOR EXEMPTION DATED MARCH 29, 1999. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR WISCONSIN RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE WISCONSIN UNIFORM SECURITIES LAW, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY (SECTION 551.23(8)(g), WISCONSIN STATUTES). THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR WYOMING RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE WYOMING UNIFORM SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO “ACCREDITED INVESTORS” ONLY AS PER CHAPTER 9 SECTION 3 OF THE WYOMING SECURITIES DIVISION REGULATIONS. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTMENT SHOULD NOT EXCEED 20% OF THE INVESTOR’S NET WORTH.

FOR RESIDENTS OF ALL STATES / JURISDICTIONS: THIS OFFERING IS NOT AVAILABLE TO YOU UNLESS (1) YOU ARE AN ACCREDITED INVESTOR, (2) YOUR STATE OR JURISDICTION RECOGNIZES AN EXEMPTION FROM REGISTRATION IN GENERAL ACCORD WITH THE MODEL ACCREDITED INVESTOR EXEMPTION (MAIE) AS ADOPTED BY THE NORTH AMERICAN SECURITIES ADMINISTRATORS ASSOCIATION (NASAA), AND/OR (3) A FEDERAL EXEMPTION IS AVAILABLE PURSUANT TO SECTION 18(b)(4)(D) OF THE SECURITIES ACT OF 1933, AS AMENDED.

WHO MAY INVEST

To invest in this Offering, you must represent in writing that:

- a. You accept the terms of this Memorandum;
- b. You are acquiring such securities for your own account, and not with a view to resale or distribution;
- c. Your overall commitment to invest is not disproportionate to your net worth, and your capital contribution and/or loan to the Company will not cause such overall commitment to become excessive;
- d. You can bear the economic risk of your capital contribution and/or loan to the Company for an indefinite period of time, and can at the present time afford a total loss of your investment;
- e. You have thoroughly read and understand the terms of this Memorandum (including all Exhibits) and agree to be bound thereto;
- f. You understand and accept the risks associated with the Company’s activities; and
- g. You are an “Accredited Investor” as defined by Rule 501(a) of the Securities Act of 1933, as amended (the “Act”). You are deemed an “Accredited Investor” if:
 - You are a natural person whose individual net worth (not including of the value of your primary

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residence), or joint net worth with your spouse, presently exceeds \$1,000,000;

- You are a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with your spouse in excess of \$300,000 in each of those years and you reasonably expect reaching the same income level in the current year;
- You are a corporation, partnership, limited liability company, or other entity in which all of the equity owners are “Accredited Investors” (each meeting at least one of these suitability requirements);
- You are a trust with total assets in excess of \$5,000,000 and was not formed for the specific purpose of investing in the Notes, the trustee of which has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investing in the Notes;
- You are either a bank, savings and loan association or other financial institution; a registered securities broker or securities dealer; an insurance company; a registered investment company or business development company; a licensed Small Business Investment Company; or a private business development company;
- You are a state-sponsored pension plan with total assets in excess of \$5,000,000;
- You are an employee benefit plan which either (a) has a fiduciary that is a bank, savings and loan association, insurance company, or registered investment adviser; (b) has total assets in excess of \$5,000,000; or (c) is a self-directed plan and investment decisions are made solely by persons that are “Accredited Investors” (meeting at least one of the listed suitability requirements);
- You are a non-profit organization described in section 501(c)(3) of the Internal Revenue Code that was not formed for the specific purpose of acquiring Notes and have total assets in excess of \$5,000,000; or
- You are a director, executive officer, member or manager of the Company.

These general standards represent the minimum requirements for you to subscribe to the terms of this Offering and do not necessarily mean if you meet all of these requirements that your subscription shall be accepted by the Company. **We reserve the right to withdraw this Offering and/or adjust the foregoing standards in our sole discretion for any or no reason without notice.**

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TABLE OF CONTENTS

IMPORTANT NOTICES ABOUT INFORMATION PRESENTED IN THIS MEMORANDUM	iii
STATE NOTICES	iv
WHO MAY INVEST	xi
TABLE OF CONTENTS	xiii
SUMMARY OF OFFERING TERMS*	1
SOURCES OF INFORMATION	6
REPRESENTATIONS	6
RISK FACTORS	7
CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS	16
DESCRIPTION OF BUSINESS	17
USE OF PROCEEDS	23
DESCRIPTION OF PROPERTY	23
MATERIAL AGREEMENTS	23
COMPENSATION	26
CONFLICTS OF INTEREST	27
RELATED PARTY TRANSACTIONS	27
DESCRIPTION OF SECURITIES	28
PLAN OF DISTRIBUTION	28
TRANSFERS OF INTEREST	28
FINANCIAL INFORMATION	28
CERTAIN U.S. INCOME TAX CONSIDERATIONS	29
LEGAL PROCEEDINGS	29
SELECT DEFINITIONS	29
WHERE TO OBTAIN MORE INFORMATION	31
EXHIBITS:	
A: FORM OF PROMISSORY NOTE	
B: FINANCIAL INFORMATION	
C: SUBSCRIPTION INFORMATION & INSTRUCTIONS	

ABR First Capital LLC

Promissory Notes

SUMMARY OF OFFERING TERMS*

FOR ACCREDITED INVESTORS ONLY

*NOTE: This term sheet or summary alone does not constitute an offer to sell securities of the Company. An offer may be made only by an authorized representative of the Company and the recipient must receive a complete, original, numbered Memorandum, including all Exhibits. The following statements are summaries. They do not purport to be complete and are subject to and qualified in their entirety by reference to all of the provisions contained elsewhere in the Memorandum or to other documents referenced in the Memorandum. PLEASE READ THE MEMORANDUM.

The Company

ABR First Capital LLC (“we”, “our”, “us”, the “Issuer”, or the “Company”), is a Texas limited liability company engaged in providing accounts receivable financing or “factoring” services to our customers. Our principal place of business is located in El Paso, Texas. Our main telephone number is 833.845.4644. General e-mail inquiries may be sent to fnb@investabr.com.

Market Opportunity

Credit challenges or lack of access to working capital continue to challenge many U.S. businesses. Most bank lending criteria now focus primarily on financial statements and are not driven by company assets. Because of these challenges, companies such as the Company have become the leading option to creditworthy bank customers.

Though it officially ended back in 2009, America is still feeling the deleterious effects of our most recent recession in many walks of life. One of the most recognizable issues that remains is with the Banking Industry, specifically in the area of short-term lending and all lending models. Just a decade ago, banks were comfortable with handing out money to individuals with little collateral and/or little credit history. Now, the industry has transformed into a heavily-regulated conservative rock. Regulators have placed a number strict criteria on banking institutions, making it very difficult for potential borrowers to get the short-term loans they need.

No group is feeling this short-term lending squeeze more than businesses. With our technological revolution in full swing, businesses and startups should be thriving; but instead, many are struggling and failing. Rather than getting the funds they need to scale growth, hire needed personnel, and manufacture products, these promising companies are struggling to find lending banks or are losing lines of credit altogether. This lack of financial support from the lenders they used to be able to count on is causing businesses to suffer, and, in turn, is keeping our economy down.

Though no industry is immune from this business avoidance, the construction

industry has suffered as much as any. Both sides of the equation have contributed to this. On one side, the banks are historically known for a lack of expertise when it comes to the construction industry – keeping them naturally cautious. On the other side, the fragmented nature of and high turnover associated with the industry makes many borrowers unattractive. Combining these two factors with the stern regulations has led to banks having no intention to service the construction industry. This fact is quite unfortunate, as infrastructural needs are booming all over the U.S.. Commercial, residential, and road construction projects are in dire need of funding in many major markets. Two of the most glaring are Dallas, Texas and Phoenix, Arizona, which are amongst the fastest growing metro areas in the U.S.. The slates in these two markets, and many others, are full with both major and minor construction projects. The industry should be a money-making machine for many parties – but cautious banks are holding them back. A non-regulated, reliable lending solution like the Company could do wonders for this situation.

Our Strategic Advantage and Objectives

ABR First Capital LLC, a Texas limited liability company (“we”, “our”, “us”, the “Issuer”, or the “Company”) intends to engage in providing accounts receivable financing or “factoring” services to our customers.

We have developed a business lending model that provides an alternative source of financing for companies and other business enterprises. We are a financing solution for businesses and have developed a revolutionary secure lending program that we believe all types of businesses have long been waiting for.

Through our relationship with our diversified lending partner, Capital Active Funding, Inc. (“CAFI”) and/or other Affiliates such as ABR Capital Funding, Inc. and/or other third-party finance companies, we're able to remove the banking regulations that borrowers are often faced with. For example, through our Invoice-Based Line of Credit program, we can provide funds to business owners enabling them to pursue government contracts or other business objectives.

There can be no assurance these objectives can be achieved (See “Description of Business” and “Risk Factors”).

The Offering

We are offering the following only to accredited investors (“you”, “your”, or the “Investor(s)”) on a “best efforts” basis in accordance with the terms of our Offering Memorandum (the “Memorandum”):

- Maximum Offering: \$5,000,000
- No Minimum Offering

This Offering is being made only to “Accredited Investors” pursuant to Regulation D Rule 506(c) of the Securities Act of 1933, as amended (the “Act”), promulgated pursuant to the Jumpstart Our Business Startups Act of 2012 (the “JOBS Act”), and/or other applicable federal and state law exemptions from registration (this “Offering”).

Minimum Investment

Although we reserve the right to accept lesser amounts in our sole discretion, the minimum required investment amount is \$20,000 per Note.

Promissory Notes

The Promissory Notes represent debt obligations of the Company and accrue simple non-compounded interest per annum at the stated interest rate. The key features of the Promissory Notes are:

- Interest Rate: 10% per annum.
- Payment Terms: Under the terms of the Promissory Notes, payments of interest shall be paid monthly (unless deferred) in cash. Interest may be paid from a sinking fund, invested principal, and/or from any other source. Unless converted, the Company may repay part or all of the indebtedness associated with one or more Promissory Notes without any pre-payment penalty in its sole discretion.
- Term and Maturity: 2 years, with optional 1 year extension, at which time all principal and accrued interest shall be due and payable in full.
- Seniority: *Pari passu* (on equal footing with all other Note holders with equivalent terms).

No Voting Rights	The Notes shall have no voting rights and no associated equity interest in the Company.
Capitalization	Information regarding the capitalization of the Company is set forth in the Memorandum under the section entitled “Capitalization and Indebtedness”.
Investor Suitability	To invest in the Company you must, among other things, represent in writing that you are an “Accredited Investor” as defined by Rule 501(a) of the Securities Act of 1933, as amended (the “Act”).
Use of Proceeds	General working capital, including the development and operation of our business plan. See “Use of Proceeds” and “Description of Business”.
Pricing	The pricing and terms of the Notes has been set arbitrarily by the Company.
Instructions	To invest, please: <ol style="list-style-type: none">1. Receive and read the Memorandum.2. Send the following documents:<ul style="list-style-type: none"><input type="checkbox"/> An executed copy of the “Suitability Questionnaire”;<input type="checkbox"/> An executed copy of the “Subscription Agreement”); and<input type="checkbox"/> One or more of the following forms of evidence verifying that you are an “Accredited Investor” (see “Who May Invest” section of this Memorandum):<ol style="list-style-type: none">A. If you are a natural person claiming status as an Accredited Investor based upon your net worth:<ul style="list-style-type: none"><input type="checkbox"/> 1. A copy of your most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing your assets; and<input type="checkbox"/> 2. A copy of you most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing your liabilities.

OR

- B.** If you are a natural person claiming status as an Accredited Investor based upon your **income**:
- 1. A copy of your federal tax returns for the past two (2) most recent years; and
 - 2. A written representation from you that you reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.

OR

- C.** A written confirmation from one of the following independent third parties (i.e., who do not work for the Company or its Affiliates) that they have taken reasonable steps to verify your status as an Accredited Investor:
- FINRA registered broker-dealer or investment advisor;
 - Attorney in good standing;
 - Certified public accountant (CPA) in good standing; or
 - Such other third party professional deemed reasonable by the Company.

OR

- D.** Such other independent documentation or evidence deemed reasonable by the Company to verify your status as an Accredited Investor.

. . . together with your check or payment to the following address:

ABR First Capital LLC
6044 Gateway Blvd. East, Suite 544
El Paso, Texas 79905 USA
Telephone: 833.845.4644
E-mail: fmb@investabr.com

For bank wire instructions, please contact us.

***Notice**

The foregoing summary is qualified in its entirety by the ABR First Capital LLC (“we”, “our”, “us”, the “Issuer”, or the “Company”) Offering Memorandum as may be amended or supplemented from time to time (the “Memorandum”) which contains more complete information including risk factors. This summary also contains forward-looking statements and hypothetical economic forecasts that may not be realized. By receiving or viewing this summary, you acknowledge and agree not to rely upon it in making an investment decision. Please read the Memorandum. By receiving or viewing this summary, you acknowledge and agree that (i) all of the information contained herein is subject to confidentiality between yourself and the Company and/or its Affiliates; (ii) you will not copy, reproduce or distribute this summary or the Memorandum, in whole or in part to any person or party without the prior written consent of the Company; (iii) in the event you do not invest you will return this summary and the Memorandum as soon as practicable to the Company, together with any other summary relating to the Company or its Affiliates in your possession. This summary does not constitute or form a part of any offer to sell or solicitation to buy securities nor shall it or any part of it form the

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basis of any contract or commitment whatsoever. Without limiting the foregoing, this summary does not constitute an offer or solicitation in any jurisdiction in which such an offer or solicitation is not permitted under applicable law or to any person or entity who is not an “accredited investor” as defined under Rule 501(a) of the Securities Act of 1933, as amended, or who does not possess the qualifications described in the Memorandum. PLEASE READ THE MEMORANDUM.

For More Information If you or your advisor(s) need additional information, and/or to obtain a copy of the Memorandum, please contact us:

ABR First Capital LLC
6044 Gateway Blvd. East, Suite 544, El Paso, Texas 79905 USA
Telephone: 833.845.4644 E-mail: fmb@investabr.com

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SOURCES OF INFORMATION

This Memorandum contains summaries of and references to certain documents which are believed to be accurate and reliable. Complete information concerning these documents is available for your inspection or your duly authorized financial consultants and advisors. All documents relating to the Company, our objectives and our current activities will be made available to you or your representatives at our offices by appointment. **In some cases, a confidentiality agreement must be signed.** Our management is available by telephone or by appointment to provide answers to questions concerning our current plans. **NO REPRESENTATIVE HAS BEEN AUTHORIZED TO GIVE YOU ANY INFORMATION OTHER THAN THAT SET FORTH IN THIS MEMORANDUM.**

REPRESENTATIONS

This Memorandum has been prepared to provide you with information concerning the risk factors, terms and proposed activities of the Company and to help you make an informed decision before subscribing for the Notes. However, neither the delivery of this Memorandum to you nor any transaction made hereunder shall create any implication that there has been no change in our affairs since the date on the cover of this Memorandum. Also, there are terms used throughout this Memorandum which may be unfamiliar to some readers. Please refer to the definitions at the end of this Memorandum.

Any clerical mistakes, typos, or errors in this Memorandum are ministerial in nature and are not a material factual misrepresentation or a material omission of fact.

The Company has not retained independent counsel for prospective investors in this Offering. Attorneys assisting in the preparation of this Memorandum represent only the Company and do not represent any individual member, officer, director, manager, creditor, Note holder, investor, or prospective investor.

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

We reserve the right to withdraw this Offering in our sole discretion for any or no reason.

The Notes are offered in reliance upon an exemption from registration under the Securities Act of 1933, as amended, and other applicable federal and state law exemptions. Accordingly, the Notes are deemed “restricted securities” as such term is defined under federal and state securities laws, and cannot be subsequently sold or transferred without registration or reliance, to the satisfaction of counsel for the Company, that an exemption from registration is available. You should be aware that no market for the Notes presently exists and there can be no assurance that a market will ever materialize.

We are not registered as an “investment company” as such term is defined under the Investment Company Act of 1940, as amended. To the extent such statute applies to us, if at all, we are relying upon exemptions available to companies under Section 3(c)(1) of the Investment Company Act of 1940, as amended, and other applicable federal and state law exemptions.

We are not currently subject to ongoing information disclosure requirements of the Securities and Exchange Act of 1934, as amended, and most likely will not be subject to such requirements after the completion of this Offering. Accordingly, we are not required to provide annual reports. However, we plan to keep investors apprised of the Company’s activities and progress from time to time.

This Memorandum does not purport to be complete. Throughout this Memorandum reference is made to certain information not contained in this document. If you wish to read the referenced material, we will attempt to provide it for you so long as procuring such information is not unduly expensive or burdensome. Please call us at our main telephone number (see cover page) to inquire about referenced information.

RISK FACTORS

The securities described in this Memorandum entail certain risks that investors should consider before making decision to accept the terms of this Offering. There can be no assurance that any rate of return or other investment objectives will be realized or that there will be any return of capital. You should consider the following risk factors among others risks in making an investment decision:

The securities being offered are speculative and involve high risk

The Notes being offered via this Memorandum should be considered speculative involving a high degree of risk. Therefore, you should thoroughly consider all of the risk factors discussed herein. You should understand that it is possible that you could lose your entire capital contribution or investment if the Company is ultimately not successful. You should not subscribe if you are unwilling to accept the risks associated with the Company and/or its Affiliates.

This Memorandum includes forward-looking statements

This Memorandum includes many forward-looking statements. These forward-looking statements are subject to risks, uncertainties and assumptions, including, among other things:

- The actions of our competitors;
- Successful implementation of our objectives;
- Resonance for our products and services in the marketplace;
- Our strategic relationship with Capital Active Funding, Inc. (“CAFI”), or its Affiliates and/or others;
- Effectiveness of the legal strategies employed by us;
- Demand for accounts receivable financing or “factoring” services by our customers or potential customers in the marketplace;
- Economic, technological, and demographic trends affecting us; and
- The skills of our key personnel and management.

We may not attempt to supplement this Memorandum from time to time with new information with respect to our progress and we may not update or revise forward-looking statements, whether as a result of new information, future events or otherwise. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this Memorandum might not occur.

You should rely only on the information contained in this Memorandum. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, do not rely on it.

We are not making an offer in any jurisdiction where such is not permitted. You should assume that the

information appearing in this Memorandum is accurate as of the date on the front cover. Our business or financial condition, the results from our operations and prospects may have materially changed subsequent to that date.

Do not rely upon any of our forward-looking statements

Although we believe that any forward-looking statements set forth herein are reasonably achievable, any such statements are not to be construed as presenting the actual financial returns which will be experienced by you or a guarantee or promise of any type that the returns will be as depicted. Rather, they merely represent our judgment, as of the date of this Memorandum, and based on the assumptions underlying these forward-looking statements, regarding the potential future economic conditions of the Company. There will be differences between the anticipated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. Additionally, since we lack an extensive operating history, it is very unlikely that our operating results for any given time period can be accurately predicted even if the overall objectives for the Company are achieved. Consequently, it is possible that you may never realize any return from your investment.

Our business model has inherent risks

Our business strategy revolves around the demand for alternative means of business debt financing that can be serviced by traditional banks or lending institutions. It is not possible to predict all of the risks associated with our venture or the Company. Additionally, we lack an extensive operating history. Therefore, our forward-looking statements as to the success or failure of the Company are speculative. It is possible that our operations will not generate sufficient revenue to pay all of our expenses, taxes, and debt service requirements, which would result in failure to meet our payment obligations. There is no assurance that we will generate net positive cash flows. Because of the nature of our business we may be required to implement significant operational adjustments to respond to unanticipated contingencies. As a result, we may need to make significant changes to our business model to address any unanticipated issues. The cost of making such changes could be significantly detrimental to the Company and our ability to make a profit.

There can be no assurance that we will be successful or will achieve our objectives

There can be no assurance that we will be successful or achieve our objectives, or, if we are successful, that any particular return on investment will be realized by you.

There can be no assurance that we will be able to obtain sufficient capital and/or financing

There can be no assurance that we will be able to obtain sufficient capital and/or financing through this offering or otherwise. In order to finance the development and operation of our business model the Company or one or more of our Affiliates may obtain lines of credit, additional equity investment and/or borrow.

While we may actively seek investors to obtain working capital, there can be no assurance that we will be able to do so. In such event, and if the Company or our Affiliates are unable to secure additional financing, we may be unable to grow our business or expand into other markets. In addition, if additional financing is necessary there can be no assurance that it can be obtained at favorable rates.

There are risks associated with our management

The future operations of the Company could be adversely affected by future changes related to our management and/or founders which could include, without limitation, illness, disability, or a decision to pursue other interests. While none of these events is contemplated as of the date of this Memorandum, there can be no assurance that one or more of these events or other potential events adversely affecting the ability of the Company's officers and managers to fulfill their obligations to the Company will not occur. See the section of this Memorandum titled "Management".

Our management and Affiliates may have conflicts of interest

Our management may act in a similar capacity for other unaffiliated concerns. Our management's capability to satisfy its obligations to the Company could be adversely affected by such other involvements. Certain services to be provided to the Company, such as legal, accounting, engineering, analysis, consulting, marketing, and technical services may be performed by Affiliates or related parties of the Company's management. Such services will be performed at rates believed to be comparable to rates charged by other independent non-Affiliated concerns operating in nearby areas for similar services. However, there is the likelihood that if our anticipated activities are not ultimately profitable, that such Affiliates or related parties may still realize profits even though you do not realize the same such profit. Conflicts of interest may arise for our management, consultants, Affiliates, and others associated with the Company by way of contract. For example, Capital Active Funding, Inc. ("CAFI") and/or other Affiliates are partially-owned by Frank Bashore together with other partners. Such individuals, either directly or indirectly, may provide like services to other concerns. In addition, certain consultants and members of our key personnel and their Affiliates are presently engaged in other companies or ventures.

Each of our management may be engaged in other business endeavors, may commit themselves to other entities similar to those of the Company, and are not obligated to contribute any specific number of hours per week to the Company's affairs. For example, our management may be involved or may become involved in other start-up business concerns which operate out of the same offices as utilized by the Company. If the other business affairs of our management require them to devote more substantial amounts of time to such affairs, it could limit their ability to devote time to the affairs of the Company, which could have a negative impact on our ability to operate efficiently.

In addition, our management may become Affiliated with other entities engaged in business activities similar to those intended to be conducted by us. Additionally, our management may become aware of business opportunities which may be appropriate for presentation to the Company as well as the other entities with which they are or may be Affiliated. Due to such existing or future affiliations, our management may have fiduciary obligations to present potential business opportunities to those entities before presenting them to us, which could cause additional conflicts of interest. We cannot assure you that these conflicts will be resolved in our favor.

Also, certain officers or managers have or may have personal, family, unrelated business or other relationships with each other. For example, Capital Active Funding, Inc. ("CAFI") and/or other Affiliates are partially-owned by Frank Bashore together with other partners. Such relationships could give rise to issues not otherwise present.

Our management may be indemnified by the Company and authorized to obtain D&O (managers and officers) liability insurance paid for by the Company.

All of these activities and factors may result in conflicts of interest.

There can be no assurance that the Company's transactions with related parties reflect the most favorable terms and conditions available to the Company

We have entered (and expect to enter) into transactions with related parties. While we believe that such transactions may reflect reasonable market terms and conditions, there can be no assurance that these transactions reflect the most favorable terms and conditions available to us.

There is no assurance that the strategies selected by our management will be productive

There can be no assurance that the strategies chosen by our management will be economically viable or

will yield positive financial results.

We may not be able to achieve our marketing and future growth goals

Our ability to implement our business plan in a rapidly evolving market requires planning and management. Future expansion efforts could be expensive and may strain our managerial and other resources. To manage any future growth effectively, we must maintain and enhance our processes and technology, integrate existing and new personnel, and manage expanded operations. There can be no assurance that our current and planned personnel, systems, procedures, and controls will be adequate to support our future operations or that management will be able to hire, train, retain, motivate, and manage required personnel or that our management will be able to successfully identify, manage, and capitalize on existing and potential market opportunities. If we are unable to manage growth effectively, our business, prospects, and general financial condition would be materially adversely affected.

Our industry is highly diverse and competitive

We may be competing with a diverse assortment of business finance-related concerns to attract new customers. Moreover, our business could be adversely affected by too many competitors in a given market which could adversely affect the Company. Our success, therefore, will depend in part upon our ability (i) to attract new customers, and (ii) to provide quality products or services to such customers at a value they are willing to pay for.

We have limited access to capital

We are not required to maintain any minimum level of permanent working capital reserves. To the extent that expenses increase or unanticipated expenses arise and accumulated reserves are insufficient to meet such expenses, we would be required to obtain additional funds through raising equity capital and/or borrowing, if available. Due to our limited capitalization there would be limited resources to tap in the event that we are unable to honor our financial commitments. Our ability repay any indebtedness incurred in connection with our business will depend upon net revenues realized from our operations prior to the date such amounts become due. There can be no assurance that such net revenues, if any, or other financing can be received or accomplished at a time or on such terms and conditions as will permit us to repay the outstanding principal amount of such indebtedness. Financial market conditions in the future may affect the availability and cost of equity or debt financing. In the event we are unable to raise sufficient equity capital we would be required to obtain the necessary funds through additional borrowings, if available. In such case if additional funds are not available from any source, we would be subject to the risk of selling certain assets or closing certain business endeavors. Any such occurrence may have material adverse consequences for the Company and our investors.

Because our business is narrowly focused, our business may be adversely affected by adverse conditions in our industry

Any adverse change in demand for business finance-related products or services, general economic conditions, significant price increases, or adverse occurrences affecting our business, including the rising cost of labor, etc., could have a material adverse effect on us and the results of our operations.

We may be subject to tort liability, consumer lawsuits, etc.

Under various federal, state, and local laws, ordinances, and regulations, as well as common law, we may be liable for alleged damages as well as related costs of investigations by regulators of our operations. Such laws could impose liability without regard to whether we knew of, or were responsible for, the alleged conditions. Noncompliance with such laws or regulations may require us to cease or alter operations.

Regional and local economic conditions may adversely affect our business

Our ability to generate revenues will be influenced by the regional and local economy, which may be negatively impacted by economic slowdowns, increased unemployment, lack of availability of consumer credit, increased levels of consumer debt, poor housing market conditions, adverse weather conditions, natural disasters and other factors. Similarly, other conditions, such as an oversupply of, or a reduction in demand for, business finance-related products or services and the supply of prospective customers may affect our ability to generate revenue.

Economic conditions may have an adverse effect on our revenues and available cash

If general economic conditions worsen, people and business may be more reluctant to pay for our products and services. This would hinder our ability to implement our business strategies and have an unfavorable effect on our operations and our ability to generate revenue.

We may be liable for certain uninsured losses

Certain types of losses, such as losses arising from acts of God, certain environmental issues or acts of terrorism or war, generally are not insured because they are either uninsurable or not economically insurable. Should an uninsured loss or a loss in excess of insured limits occur, this could drain us from any net cash flow realized from our operations. Consequently, any such losses could have a material adverse effect on our results of operations.

We have limited operating history

We are reliant upon the proceeds of this Offering to expand our business operations. We lack a substantial history in operations and in business in general for that matter. As a result, we are subject to all the risks and uncertainties which are characteristic of a relatively new business enterprise, including the substantial problems, expenses and other difficulties typically encountered in the course of establishing a business, capturing market share, organizing operations and procedures, and engaging and training new personnel. The likelihood of our success must be considered in light of these potential problems, expenses, complications, and delays.

We cannot forecast or predict the outcome of our activities

There is no information at this time upon which to base an assumption that our plans will materialize or prove successful. There can be no assurance that our planned endeavors will result in any operational revenues or profits in the future. This, coupled with our lack of an operating history, makes prediction of our future operating results difficult, if not impossible. Because of these reasons, you should be aware that your entire investment is at risk.

Our success is dependent on our key personnel

Our success depends on the success of our management team and our other key personnel (see the “Management” section of this Memorandum). Our performance and the value of the Company and its assets also depend on our ability to retain and motivate our officers and key employees. The loss of the services of any of our management or other key employees could have a material adverse effect on our business, prospects, financial condition, and results of operations.

Our future success depends on our ability to identify, attract, hire, train, retain, and motivate other highly skilled technical, managerial, sales, marketing, and customer service personnel. Competition for such personnel is intense and there can be no assurance that we will be able to successfully attract, assimilate, and retain sufficiently qualified personnel. The failure to attract and retain the necessary technical, managerial, sales, marketing, and customer service personnel could have a material adverse effect on our business, prospects, financial condition, and results of operations.

Our management will have broad discretion on how to use proceeds

Our management will have broad discretion with respect to the use of the proceeds of this Offering, including discretion to use the proceeds in ways which may not be discussed in this Memorandum and with which investors may disagree. You will be relying on the sole judgment and discretion of our management regarding the application of the proceeds of this Offering which may be used for any purpose.

Certain members may exert significant influence over any corporate action requiring member approval

As of the date of this Memorandum, certain founding members and/or control persons own or control a majority of our equity or Membership Interest (See “Management – Company Ownership of Certain Beneficial Owners and Management”). As a result, these members may be in a position to exert significant influence over any corporate action requiring member approval, including the election of managers, determination of significant corporate actions, amendments to our certificate of formation and company agreement, and the approval of any business transaction, such as mergers or takeover attempts, in a manner that could conflict with the interests of other members. The actions of such persons could be contrary to the interests of our Note holders.

We arbitrarily determined the terms of this Offering

The terms of this Offering as outlined in this Memorandum bear no relationship to our assets, prospects, net worth, or any recognized criteria of value and should not be considered to be an indication of the actual value of the Company. The price or terms of the securities offered via this Memorandum has been arbitrarily determined by us. While the proceeds of this Offering are primarily intended to cover the cost and the development of our operations, no assurance is or can be given that any security issued by the Company, if transferable, could be sold for any amount. You should make an independent evaluation of the fairness of the terms of this Offering. There can be no assurance that the price you pay for the securities described in this Memorandum is equal to the fair market value thereof.

No audited financial statements of the Company are available

We have elected not to have an audit of the financial statements of the Company. As a result, there could be financial matters of a material nature that would have been disclosed by an audit that were not discovered or disclosed in the attached statements.

This Memorandum contains a very limited discussion of possible tax consequences

This Memorandum contains very limited discussion as to the possible tax consequences likely to arise from the transaction(s) contemplated. We expressly intend to not advise you as to such matters. You are urged to consult with your own tax advisors.

IRAs, Pension Plans or profit-sharing trusts should exercise caution

When considering an investment in the Company of a portion of the assets of a qualified profit sharing, pension, or other retirement trust, a fiduciary, taking into account the facts and circumstances of such trust, should consider among other things (i) the definition of plan assets under the Employee Retirement Income Security Act of 1974 (“ERISA”) and the status of labor regulations regarding the definition of plan assets, (ii) whether the investment satisfies the diversification requirements of Section 404(a)(1)(C) of ERISA, and (iii) whether the investment is prudent, considering the nature of an investment in the Company, and the fact that we do not expect a market to be created in which one can sell or otherwise dispose of our securities, and we have had no substantial history of operations. The prudence of a particular investment must be determined by the responsible fiduciary (usually the trustee or investment officer) with respect to each employee benefit plan taking into account all of the facts and circumstances of the investment.

We have generated limited levels of revenue since our inception

We have not generated significant revenues or cash flow from operations since our inception. We anticipate that our operating expenses will continue to increase substantially in the foreseeable future as we develop our business finance-related ideas, products and/or services. There can be no assurance that our business strategy will be successful or will generate sufficient revenues to achieve or maintain profitability in the future.

We require substantial capital requirements to finance our operations

We expect to have substantial future capital requirements. We expect our ongoing capital requirements to consist primarily of expanding the scope of our current business operations. We also expect to have ongoing overhead, salaries, wages, and administrative costs to bear. We plan to finance our anticipated ongoing expenses and capital requirements with funds generated from the following sources:

- Funds raised through this Offering and future debt and/or equity offerings;
- Available cash;
- Funds received under lines of credit or loans;
- Funds from strategic partners; and/or
- Cash generated from operations.

We currently do not have the cash available or any agreed source of funding to meet our future capital requirements. If we are unable to obtain the necessary financing, we will not be able to fully implement our business plan. Changes in our industry or the economy, over which we have no control, may adversely affect our ability to obtain the necessary capital. We may not be able to obtain the amount of additional capital needed or may be forced to pay an extremely high price for capital. If we are unable to obtain sufficient capital or are forced to pay a high price for capital, we may be unable to meet future obligations or adequately exploit existing or future opportunities, and may be forced to discontinue operations.

There is a risk we will not be able to service or pay this debt. If we successfully raise additional funds through the issuance of more debt, we will be required to service that debt and our operational flexibility may be restricted by the terms of the financing. If we successfully raise additional funds through the issuance of additional or other debt securities, then those securities may have rights, preferences or privileges senior to the rights of subscribers of Notes in this offering.

Failure to obtain new customers, retain existing customers, or expand into new markets would adversely affect our business

Our success depends in part on our ability to expand into new markets, find new customers and retain customers that want business finance-related products or services from us. Our ability to obtain customers depends on a variety of factors, including the quality, price, and responsiveness of the products or services we offer, as well as our ability to market such products or services effectively and differentiate our offerings from those of our competitors. We cannot assure you that we will be able find customers for our products or services or that any customers we find will not turn to competitors. Our failure to find new customers or retain customers would have a material adverse effect on our business, financial condition, results of operations, and cash flows.

Changes in the types or variety of our service offerings could affect our financial performance

Our financial performance may be affected by changes in the types or variety of products and services offered to our customers. For example, if we evolve our business to include a combination of products with services, the amount of money required for the training for associates may increase. Additionally, the margins we realize on one financial product or service may be less than others. Any such changes in variety or adjustment to any product and service offerings could have a material adverse effect on our financial performance.

Interruptions in our information and telecommunication systems, or a failure to maintain the security, confidentiality or privacy of sensitive data residing on such systems, could adversely affect our business

We intend to rely extensively on computer systems to process transactions, maintain information and manage our business. Disruptions in the availability of our computer systems could impact our ability to service our customers and adversely affect our sales and results of operations. We are dependent on internal and third party information technology networks and systems, including the Internet and wireless communications, to process, transmit and store electronic information. In particular, we expect to depend on our information technology infrastructure for fulfilling and invoicing customer orders, applying cash receipts, determining reorder points and placing purchase orders with suppliers, making cash disbursements, and conducting digital marketing activities, data processing, and electronic communications among business locations. We also expect to depend on telecommunication systems for communications between company personnel and our customers and suppliers. Our computer systems are subject to damage or interruption due to system conversions, power outages, computer or telecommunication failures, computer viruses, security breaches, catastrophic events such as fires, tornadoes and hurricanes and usage errors by our employees. Also, our computer systems could be subject to physical or electronic break-ins, unauthorized tampering or other security breaches, resulting in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to customers, or in the misappropriation of our proprietary information. Interruptions in information and telecommunication systems, or a failure to maintain the security, confidentiality or privacy of sensitive data residing on such systems, whether due to actions by us or others, could delay or disrupt our ability to do business and service our customers, require us to incur significant investments to fix or replace them, harm our reputation, subject us to regulatory sanctions and other claims, lead to a loss of customers and revenues and otherwise adversely affect our business.

This Offering is not registered under federal or state securities laws

This Offering has not been registered under the Securities Act of 1933, as amended (the “Act”), nor registered under the securities laws of any state or jurisdiction. We do not intend to register this Offering at any time in the future. Thus, you will not enjoy any benefits that may have been derived from registration and corresponding review by regulatory officials.

You must make your own decision as to subscribing for the securities described herein with the knowledge that regulatory officials have not commented on the adequacy of the disclosures contained in this Memorandum or on the fairness of the terms of this Offering.

There are restrictions on transfers

Transferability of the Notes is restricted so as to maintain control and consistency and to comply with federal and state securities laws. You will not have the right to withdraw your investment from the Company or to receive a return of all or any portion of your investment until the applicable Maturity Date. The Notes offered by way of this Memorandum have not been registered with the SEC or any government’s securities authority and will be restricted and therefore cannot be resold unless they are also registered or unless an exemption from registration is available. Therefore, you should be prepared to hold such securities for at least 6 months and perhaps even an indefinite period of time.

We may be adversely affected by regulatory matters

Our operations may be adversely affected by legislative, regulatory, administrative and enforcement actions at the local, state and national levels (for example, the Securities and Exchange Commission, Federal Trade Commission, state consumer protection agencies, etc.).

There are significant risks associated with loaning funds to us

The Notes are not without risk. Our ability to pay interest and eventually repay the principal amount borrowed will be dependent upon the performance of our business model which, in large measure, will be dependent upon the expertise of our management. Investing in the Notes (debt securities issued by a start-up company) is not

the equivalent of investing in a trust deed note secured by real property or a note secured by specific collateral or in a company with a history of paying its debts.

The Notes may be subordinate to senior lenders and liens

The Notes may be subordinate to any senior or prior loans or liens. If the Company's revenue is insufficient to service debt secured by prior and/or senior loans or liens, the holders of such prior or senior loans or liens may institute foreclosure proceedings in which case the holders of our Notes would not receive any proceeds from the sale of pledged Collateral until the prior or senior loan or lien holders are paid in full. There may also be other liens or notices of interest that under some circumstances could also be filed and could hold a senior position to the holders of our Notes. Upon any distribution of assets of the Company upon any dissolution, winding up, liquidation or reorganization of the Company (whether in bankruptcy, insolvency, reorganization or receivership proceedings or upon any assignment for the benefit of creditors or any other marshaling of the assets and liabilities of the Company), no payment may be made in respect of the unsecured portion of indebtedness until senior creditors, if any, shall have been paid in full.

We may pay off the Notes prior to Maturity Date

In the event we elect to pay the principal and accrued interest under the Notes prior to their maturity, you will not benefit from any expected continued accrual of interest. Also, if the Notes are paid in full you would be precluded thereafter from making a claim for repayment against the Company or its assets that of any of our Affiliates.

Principal payment not due until Maturity Date

While the Company will pay accrued interest on a quarterly basis, you will not receive any payments of principal until the Maturity Date of the Note. These features may adversely affect the value of your Note.

The value of the Notes may be influenced by many unpredictable factors, including fluctuating interest rates

Although no secondary markets for the Notes exist, the value of the Notes issued by the Company may fluctuate. Several factors, many of which are beyond our control, will influence the value of such Notes. We expect the viability of our business model will affect the value of such instruments more than any other fact.

Other factors potentially affecting the value of the Notes include: (i) supply and demand for our products and/or services; (ii) time remaining to the maturity of the Notes; (iii) general interest rate environment; (iv) economic, financial, political, regulatory, geographical or legal events that affect the Company's business; and/or (v) and the creditworthiness of the Company.

Risks associated with the Company may adversely affect the value of our Notes

Because our Notes will be linked to the overall financial health and stability of the Company and/or our business, any adverse event affecting such stability or operations may adversely affect our ability to repay our indebtedness.

Changes in interest rates are likely to affect the value of our Notes

We expect that the value of our Notes will be affected by changes in interest rates. In general, if U.S. interest rates increase we expect that the value of such instruments will decrease.

There will not be an active trading market in our Notes; Sales in the secondary market may result in significant losses

There may never be any secondary market for our Notes. Our Notes will not be listed or displayed on any securities exchange, the Nasdaq National Market System or any electronic communications network. Our management and other Affiliates of the Company may engage in limited purchase and resale transactions in the Notes, although they are not required to do so. If they decide to engage in such transactions, they may stop at any time. If the Notes are sold to third parties you may have to do so at a substantial discount from the issue price and, as a result, you may suffer a substantial loss of principal or invested capital. It is not anticipated that there will be any market for the resale of our securities. As a result, an investor may be unable to sell or otherwise dispose of their investment in the Company. Moreover, if an investor were able to liquidate their investment, they may receive less than the amount of their original investment. Buyers of equity on the secondary market typically expect and receive a substantial discount from the pro rata portion of the fair market value of an entity's assets.

This Offering is being conducted on a best efforts basis

We are offering our Notes via this Memorandum on a “best efforts” basis. However, there is no assurance that we will reach our objectives in this Offering. If this Offering does not proceed according to our plans we may not have sufficient working capital to effectively operate our business.

There is no minimum offering threshold associated with this Offering

No minimum amount of securities need to be subscribed in order for the Offering to proceed. Funds will not be escrowed. All accepted funds will become immediately available to the Company to proceed with its objectives. There is the risk that if only nominal amounts are raised through this Offering that only the costs of the Offering will be covered and the Company will not make any material or substantive progress toward its business objectives. Thus, initial investors in this Offering will bear a disproportionate share of the risks described in this Memorandum.

All financial forecasts are subject to limitations

If any financial forecasts are utilized by the Company in connection with this Offering, they have been prepared solely by the Company's management and are qualified in their entirety by the risk factors set forth in this Memorandum. Such forecasts, if any, have not been compiled or reviewed by independent accountants and, accordingly, no opinion or other form of assurance is expressed. Because such projections, if any, are based on assumptions and are subject to significant material uncertainties and contingencies, many of which are beyond the control of the Company, there can be no assurance that such projections, if any, will be realized as actual results may vary significantly and materially from the results shown. Such projections, if any, should not be regarded as a representation that the projections will be achieved, nor should the projections be relied upon in subscribing for the securities offered hereby and are qualified in their entirety by the content of this Memorandum.

We may be subject to other risks

The foregoing represents our best attempt to identify the various risks you may be exposed to by subscribing to this Offering. This Memorandum does not purport to be complete and may not adequately cover all activities in which we may be engaged nor all the risks the Company will be subject to, either directly or indirectly, as a result of pursuing our objectives. You are encouraged and entitled to ask questions of and receive answers from our management to assess the merits and risks of the securities offered hereby.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some of the information in this Memorandum may contain forward-looking statements. Such statements include, in particular, statements about our plans, strategies and prospects. You can generally identify forward-looking statements by our use of forward-looking terminology such as “may”, “will”, “expect”, “intend”, “anticipate”, “estimate”, “believe”, “continue”, or other similar words. Although we believe that our plans,

intentions and expectations reflected in such forward-looking statements are reasonable, you should not rely upon our forward-looking statements because the matters they describe are subject to known and unknown risks, uncertainties and other unpredictable factors, many of which are beyond our control. These forward-looking statements are subject to various risks and uncertainties, including, but not limited to, those discussed above under “Risk Factors”, that could cause our actual results to differ materially from those projected in any forward-looking statement we make. We do not anticipate to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

DESCRIPTION OF BUSINESS

Company Overview

ABR First Capital LLC, a Texas limited liability company (“we”, “our”, “us”, the “Issuer”, or the “Company”) intends to engage in providing accounts receivable financing or “factoring” services to our customers.

We have developed a business lending model that provides an alternative source of financing for companies and other business enterprises. We are a financing solution for businesses and have developed a revolutionary secure lending program that we believe all types of businesses have long been waiting for.

Through our relationship with our diversified lending partner, Capital Active Funding, Inc. (“CAFI”) and/or other Affiliates such as ABR Capital Funding, Inc. and/or other third-party finance companies, we're able to remove the banking regulations that borrowers are often faced with. For example, through our Invoice-Based Line of Credit program, we can provide funds to business owners enabling them to pursue government contracts or other business objectives.

Industry Overview

The history of the U.S. banking industry spans back as far as the creation of our nation in the late 18th century. Since the Bank of North America was founded in 1781, banks have continued to be established on both public and private levels – serving commercial, retail, investment, and even government needs. Though mostly inactive and unexciting in its early days, the industry has undergone changes in recent decades. These changes are rooted in a number of factors, including the global trend towards investment banking deregulation and technological innovations (specifically internet and mobile banking). The facts below amplify the current state of and trends within the banking industry, and provide support to this outstanding investment opportunity: The large number of banking options points to a very profitable industry with many options. According to the FDIC, there were 8,330 insured banking institutions in the U.S. during September of 2020.*

These banking institutions control a large portion of the U.S. economy. FDIC statistics also show that the insured institutions held a total of \$15.8 trillion in assets in September of 2015, and loaned out more than \$8.64 trillion in total.† In terms of raw profit, banking is a great business to be in. 95% of all insured institutions were profitable during the September 2015 quarter, also according to FDIC statistics.‡

Banks are seeing a sharp decrease in non-performing loans. Shares of non-performing loans in the U.S., or those with 90 days or more past due or nonaccrual, are returning to pre-recession levels. According to Statista, only .89% were non-performing in 2019 – down from 5.3% in 2010.§

Despite this, the banking industry is not providing ample support to U.S. businesses. According to a survey

* <https://www.fdic.gov/bank/statistical/stats/2020jun/industry.pdf> accessed October 8, 2020.

† Ibid.

‡ Ibid.

§ <https://www.statista.com/statistics/211047/percentage-of-non-performing-loans-held-by-us-banks/> accessed October 8, 2020.

of four Federal Reserve Banks, business owners get turned down for their requested loan amount approximately 80% of the time – with only half receiving any funds at all.* A significant factor in this is tightened regulations since the recession. Though the investment banking landscape is experiencing global deregulation, business regulations have headed in the other direction. *The Lending Mag* reports that the total dollar volume of traditional bank loans to businesses has declined by 20% since the recession began.†

We believe the customers CAFI is serving are readily available. According to the Bureau of Labor, 7.2 million Americans were employed in the construction industry as of early 2019 – up significantly from 6.8 million just a year prior.‡ Mortgage statistics reflect an opportunistic marriage of our industry and the construction companies CAFI serves. The Bureau of Labor also reports that there was \$13.4 trillion in all outstanding mortgage debt in the U.S. by the end of 2014 – up from \$13.2 trillion in 2013 (includes homes and commercial projects).§

Our particular type of lending is experiencing a spike in activity. According to the Commercial Finance Association, asset-based lending credit line commitments, which is the Company’s niche, amounted to \$218.3 billion in 2015 – a 7% growth from the previous year.**

Market Trends and Developments

We believe the Dallas and Phoenix markets are ideal locations for CAFI to launch its business efforts within. The two Southwestern U.S. cities are large, have growing populations, and allows CAFI to leverage already-established business relationships. Our executive teams have developed in-depth knowledge of the markets’ financial activity, behavior, and trends. Not to mention, the Company and CAFI’s timing also coincides with Dallas’s booming economy and the multitude of large projects on deck in Phoenix.

Below, we’ve identified a number of facts that support these claims and prove the viability of the Dallas and Phoenix markets: Both markets are growing rapidly. According to the U.S. Census Bureau, Maricopa, Phoenix’s home county, had the second-largest population increase in the U.S. in 2014 (nearly 4.1 million people total). That same year, Dallas-Fort Worth grew 7% to over 6.95 million people in their metro area (the 4th largest in the U.S.).†† Dallas is a hub for careers and entrepreneurship. According to Forbes, Dallas ranks 10th on a list of Best Places for Business and Careers. In terms of job growth, they rank 12th.‡‡ An increasing number of large corporations are choosing Dallas. Toyota, J.P. Morgan Chase, and Facebook are amongst the global giants building headquarters in Dallas in the coming years. The Dallas Business Journal reveals that these three projects will cost approximately \$1.57 billion.§§

Massive transportation projects are feeding the Dallas construction economy. The “\$5 Billion Mile” and Dallas-Houston high speed rail projects have been approved for construction. Together, these two projects have a price tag of approximately \$16 billion – also according to the Dallas Business Journal.***

The Arizona Department of Transportation recently opened the \$1.7 billion Loop 202 South Mountain Freeway in Maricopa County to traffic. The 22-mile freeway, the state’s largest highway project. According to Transportation Today, approximate cost total nearly \$2 Billion.††† Downtown Phoenix is experiencing a revitalization. The Downtown Phoenix Partnership also reports that ten new construction projects are underway to fill old and create new buildings in downtown Phoenix.‡‡‡ The downtown revitalization bodes well for even more

* <http://thelendingmag.com/banks-not-lending-to-small-business/> accessed October 8, 2020.

† Ibid.

‡ <https://www.plunkettresearch.com/industries/banking-mortgages-market-research/> accessed October 8, 2020.

§ Ibid.

** <http://community.cfa.com/home> accessed May 17, 2017.

†† <http://www.census.gov/> accessed May 17, 2017.

‡‡ <http://www.forbes.com/best-places-for-business/list/#tab:overall> accessed May 17, 2017.

§§ <http://www.bizjournals.com/dallas/news/>

*** Ibid.

††† <https://transportationtodaynews.com/news/16553-arizona-opens-loop-202-south/> accessed October 8, 2020.

‡‡‡ <https://dtpfx.org/2018/07/20/10-downtown-phoenix-development-projects-to-watch/> accessed October 8, 2020.

projects in the future.

Market Opportunity

Credit challenges or lack of access to working capital continue to challenge many U.S. businesses. Most bank lending criteria now focus primarily on financial statements and are not driven by company assets. Because of these challenges, companies such as the Company have become the leading option to creditworthy bank customers.

Though it officially ended back in 2009, America is still feeling the deleterious effects of our most recent recession in many walks of life. One of the most recognizable issues that remains is with the Banking Industry, specifically in the area of short-term lending and all lending models. Just a decade ago, banks were comfortable with handing out money to individuals with little collateral and/or little credit history. Now, the industry has transformed into a heavily-regulated conservative rock. Regulators have placed a number strict criteria on banking institutions, making it very difficult for potential borrowers to get the short-term loans they need.

No group is feeling this short-term lending squeeze more than businesses. With our technological revolution in full swing, businesses and startups should be thriving; but instead, many are struggling and failing. Rather than getting the funds they need to scale growth, hire needed personnel, and manufacture products, these promising companies are struggling to find lending banks or are losing lines of credit altogether. This lack of financial support from the lenders they used to be able to count on is causing businesses to suffer, and, in turn, is keeping our economy down.

Though no industry is immune from this business avoidance, the construction industry has suffered as much as any. Both sides of the equation have contributed to this. On one side, the banks are historically known for a lack of expertise when it comes to the construction industry – keeping them naturally cautious. On the other side, the fragmented nature of and high turnover associated with the industry makes many borrowers unattractive. Combining these two factors with the stern regulations has led to banks having no intention to service the construction industry. This fact is quite unfortunate, as infrastructural needs are booming all over the U.S.. Commercial, residential, and road construction projects are in dire need of funding in many major markets. Two of the most glaring are Dallas, Texas and Phoenix, Arizona, which are amongst the fastest growing metro areas in the U.S.. The slates in these two markets, and many others, are full with both major and minor construction projects. The industry should be a money-making machine for many parties – but cautious banks are holding them back. A non-regulated, reliable lending solution like the Company could do wonders for this situation.

Strategic Relationships: Capital Active Funding, Inc. (“CAFI”)

The Company seeks to provide long-term funding solutions for our Affiliate, Capital Active Funding, Inc. (“CAFI”), which in turns markets and services its present and future clientele. The short-term lending solution that CAFI offers business owners in Dallas and Phoenix – and beyond – have been clamored for. CAFI services small to medium-sized businesses, giving them a direct line to the funding they desperately seek. Through a relationship with our diversified lending client, we're able to remove the banking regulations that borrowers are often faced with. For example, through our Invoice-Based Line of Credit program, we can provide funds to business owners enabling them to pursue government contracts or other business objectives. With this financial flexibility, hard-working business owners will now have the ability to pursue larger projects, hire more skilled workers, and do other things that fuel their growth. CAFI is an asset-based lender – qualifying their customers not by their financial statements but instead on the contracts they are awarded and work completed and approved for payment. CAFI lends money on progress invoices with a tested joint check agreement between their customers and the account debtors, who promise to repay CAFI directly within a specified period of time. This model has been tested and proven during all of CAFI's 22 years in business.

CAFI is looking to take things further with a less-risky approach – which is why a partnership with us made perfect sense. The long term debt we raise is lent to them, which is then lent to businesses. To this end, we're a short-term asset-based lending company with very little risk that turns money every 60 days on average. Because of

our relationship with CAFI, we're able to operate in an unregulated industry. This allows both of us to be much more aggressive, placing our full reliance on the assets we lend money on. Armed with this valuable competitive advantage, our primary goal is to be purely a Lender to CAFI and other similar businesses down the road – allowing them to minimize risk by taking on short-term debt rather than long-term debt. The Company-CAFI partnership is setting out to service the commercial construction and service industries. We're lending contractors and other construction-based businesses the funds they can't get from traditional sources and allowing them to take on larger, more pressing projects. Therefore, the Company is actually making significant strides in also helping our economy. Our initial focus in these efforts are the aforementioned Dallas, Texas and Phoenix, Arizona markets – where a multitude of jobs just like this are pending. The money we're raising is giving CAFI the ability to pile up market share in these two areas while expanding even further.

Competitive Advantage

We believe the Company holds a clear, distinct competitive advantage over the aforementioned competitors. While government regulations and Federal oversight have forced all of them into highly restrictive – and customer unfriendly – banking, our company stands as a far more reliable option. The Company is unregulated, and, through CAFI, is able to get far more customers the funding they deserve. Aside from this crucial point, we've identified three more differentiating factors that give the Company increased appeal to both customers and stakeholders:

- We're teamed up with an asset-based lender.

Because of this, CAFI does not require any financial statements from its borrowers in order to qualify for its funding program. It doesn't matter how long a business has been generating revenues – CAFI instead relies on their in-depth business knowledge and the performance of the purchased asset. We reap the benefits of this structure through guaranteed invoices.

- We provide funding seekers with an unmatched solution.

Together, the Company and CAFI get more business owners funded than any other option in the Dallas and Phoenix markets. Furthermore, we do it quickly – granting approval in as quick as 24 hours and providing lines of credit in another 24 to 48 hours.

- We provide relatively short-term strategic opportunities for our investors.

We believe the Company and CAFI will be able to deliver lower risk and quicker liquidity than the vast majority of similar investment ventures. This is largely due to the fact that we don't lend money until the work has been completed, and rely fully on CAFI for any collections. Because of this short-term structure, we become aware of defaulting accounts much quicker than banks do; and, we can also declare repayment from CAFI.

Process and Benefits

We have teamed up with CAFI to provide short-term business loans through this remarkably simple process:

- Application – CAFI's customers, small to medium-sized construction business owners, contact CAFI for short-term financial support to complete contracted projects.
- Review – The documentation and history of the customer's asset(s) are then reviewed. Those most likely to qualify are owned by a minority, veteran, or disabled individual, or those classified as a DBE, WBE, SBA 8-A, or SBE.

- Sourcing – In the meantime, the Company is undergoing the process of sourcing funds from private lenders. Once CAFI qualifies a borrower, its customer(s) creates an invoice it wants to borrow against. CAFI secures and services all of the business and pursues its own customers.
- Lending – CAFI then comes to us (the “Lender”) to fulfill the invoice. the Company reviews all documentation provided by CAFI to include the verification process and joint check agreements for work completed and lends CAFI short-term funds by our sourced long-term debt. The funds we lend to CAFI is marked up a couple points (our revenue stream). CAFI lending – CAFI then lends the money to the borrower.
- Collection/Payment – CAFI collects payment from debtors, then in turn provides immediate payment back to the Company.

This unique process is mutually beneficial, accomplishing desired objectives for three different parties. These benefits are presented below:

Benefits to a CAFI customer:

- Easier access to capital than ever before;
- Not subject to banking regulations;
- Speedy approval (as quick as 24 hours);
- Able to pursue more and larger projects;
- Ability to grow workforce/hire more skilled workers; and
- Support future development plans for their company.

Benefits to CAFI:

- Able to address our nation’s huge infrastructural need (great growth potential);
- Little risk (only lending when work has been completed and joint check agreements are signed and verified);
- Dealing with only one lender;
- Dealing with short-term rather than long-term debt; and
- Able to expand geographically.

Benefits to the Company:

- Helping grow local markets and the national economy;
- Maintaining a simple business model;
- Operating with secured loans (ties to assets); and
- Outstanding revenue potential.

Target Market and Marketing

If the growth of 2014 cited above* was mirrored during the current year, the value of our market currently sits at approximately \$230.69 billion. While a wide variety of small to medium-sized businesses could benefit from this large sum, only certain ones will qualify for the Company’s line of credit that it provides to CAFI. Businesses fitting any of the following criteria have the best opportunity:

- Minority-owned;
- Veteran-owned;
- Disabled-owned;
- Veteran disabled-owned;
- Have Disadvantaged Business Enterprises (DBE) classification;

* <http://community.cfa.com/home> accessed May 17, 2017.

- Have Women Owned (WBE) classification;
- Have Small Business Enterprise (SBE) classification;
- Native American-owned; or are
- SBA 8-A Contractors.

Geographically, CAFI is targeting businesses who meet one or more of these criteria within the Dallas, Texas and Phoenix, Arizona markets. CAFI is proud to serve a variety of service-oriented companies, including architectural firms and janitorial companies; however, the bulk of our focus is placed on construction companies. This segment serves as our primary target market. the Company's LOC program gives CAFI the ability to service these small and medium-sized construction companies the financial means and confidence to pursue larger, more profitable projects. the Company is in the very fortunate position of receiving significant marketing benefits without spending any money. CAFI, our only customer, is responsible for all marketing activities under our current agreement and serves as the bridge that brings us invoices. They possess a strong team that gets results within our aforementioned target market, relying on networking and referrals as primary marketing tactics. the Company's team will not be complacent with its own marketing efforts and will continue to reach out to other Private Lenders. We are implementing a low-cost approach that takes advantage of digital tactics; namely, social media and email. Facebook, Google+, Twitter, and LinkedIn are the four platforms we will leverage to grow our brand in the Dallas and Phoenix markets. the Company will also distribute emailed newsletters once a quarter regarding the status of our current fundraise, for both sales and branding purposes.

Company Milestones and Future Development

The Company infrastructure and business model are currently in place and operating, with the Company ready for rapid revenue growth. Upon receiving the requested funding amount, we will immediately lend it all directly to CAFI on a case by case basis (tied to individual invoices) – who will then extend it out to businesses in need. This transaction, besides generating attractive returns for the Company lenders, will also allow us to move forward with our future development plan.

The first element of our future development plan is to expand our offerings to our customers – in terms of both types of funds and the entities we lend to. This will open us up to new customer segments with a variety of investment capabilities and needs. The second element is geographic expansion, which falls naturally in line with the expansion of our offerings. We will continue to grow westward from Dallas and attempt to gain market share throughout West Texas, while expanding in Arizona and other western U.S. states. We expect penetration in each new market to take place relatively quickly and with minimal interference.

In terms of prior achievements, the Company itself is a new concept and therefore does not have an extensive history of accomplishments. In teaming up with CAFI, though, we're directly associated with an organization who has built up an impressive list of achievements and a great reputation. As our only client, the impact CAFI has on our own business makes the milestones they've achieved an important element of this opportunity. Some of the more notable elements of their history can be found below:

- Multiple offices established quickly. Just three years after opening for business in July 1995, CAFI had three physical offices established in the Southwest U.S. (El Paso, Albuquerque & Phoenix).
- Large deals secured. Several of the many large-scale deals CAFI has executed was over \$9 million infusion to an Epoxy Flooring Company to install flooring throughout the new AT&T Dallas Cowboy Football Stadium, Kyle Field Football Stadium at Texas A&M University and the Miami Marlins Baseball Stadium in Florida.
- Receiving and providing military support. During their first year in business, the U.S. Army quickly approved CAFI as a "Financing Institution". In the Federal Acquisition Regulation, Federal Government Contractors have the ability to assign their contracts proceeds directly to CAFI. CAFI is a "SAMS" registered with the U.S. Government giving them the ability to lend short term money on all Federal

Government Projects. In addition to supporting Government Contractors, CAFI served a “Guardian Sponsor” for Dragon 6 Task Force – supporting the unit’s 400 plus members and their families while it was serving their time in Afghanistan.

- Significant funding accomplishments achieved. Since opening its doors, CAFI has funded over 10,000 invoices for a total that exceeds \$500 million.
- Geographic expansion underway. In September of last year, CAFI expanded to serve the needs of subcontractors in the Dallas/Fort Worth market.

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For more information regarding the Company, our plans and objectives, please contact us at the address on the cover of this Memorandum.

USE OF PROCEEDS

We intend to use the net proceeds received from this Offering for general working capital purposes, including, but not limited to, (i) direct and indirect costs of the development and operating of our business model and related expenses, (ii) legal, accounting, administrative, overhead, salaries, wages, marketing and similar or other costs and expenses associated with pursuing the Company’s business objectives, (iii) repaying indebtedness, accrued interest, or other obligations, and (iv) any other purpose.

Inasmuch as it is impossible to predict exact costs and the expenses necessary to conduct the business of the Company, actual expenditures could vary substantially and materially from any estimates or forecasts supplied by our management.

DESCRIPTION OF PROPERTY

Although we own no real estate presently, we currently utilize office space in close proximity to CAFI in El Paso, Texas.

MATERIAL AGREEMENTS

The Company has entered into, will enter into, and/or is otherwise a party to various material contracts with CAFI or other Affiliates and/or third parties, some of which are mentioned or described elsewhere in this Memorandum. We will make copies of all such contracts available to you for inspection at our corporate offices in El Paso, Texas, at normal business hours or via electronic file sharing upon reasonable request. In some cases we will require you to enter into a confidentiality agreement.

MANAGEMENT

We are a Texas limited liability company governed by a company agreement and managed on a day-to-day basis by officers (managers) appointed by our members. Such managers serve until their successors have been duly chosen and elected. By way of majority vote or written consent, members may remove managers with or without cause.

The biographies of the Company’s current officers (managers), and other current key personnel, consultants or advisors, are set forth below.

Frank M. Bashore, President / Co-Founder

Mr. Bashore co-founded Capital Active Funding, Inc., in 1995 and was appointed President in 1998. Prior to that he was co-founder and General Manager of The Mortgage and Credit Corporation, El Paso, Texas. Frank began his career in banking, with almost 20 years of experience including Vice-President of Commercial Lending and Bank Compliance Officer, Senior Commercial Lender and Credit Officer for InterFirst Bank Holding Company, Dallas, Texas and First City Bancorporation, Houston, Texas. He was also Secretary to the Board for InterFirst Bank-Chelmont, El Paso, Texas. In addition, he has served as a Small Business Loan Advocate and served on the U.S. Small Business Administration (SBA) Advisory Board. He was awarded “Financial Business Advocate of the Year” by the SBA in 1992. Frank attended the University of Oklahoma in Norman, Oklahoma (OU) and holds a Graduate Degree in Finance from the Southwestern Graduate School of Banking at Southern Methodist University, Dallas Texas (SMU) and a Political Science degree from the University of Texas-El Paso (UTEP).

Ronald V. Elder, Vice-President/Co-Founder

Mr. Elder co-founded Capital Active Funding, Inc. and was appointed Vice-President in 1995. Ron brought over 40 years of successful leadership in all aspects of marketing operations. Career started with Philip Morris and later moved to California to accept a Vice-President of Sales-Central Division position with Dole Corporation. Ron developed a reputation as a company turnaround specialist and became an independent contractor for 25 years. Ron holds a BS degree from Kent State and served in the U.S. Army for two years.

Lee Robertson, CEO, Secretary, and Treasurer

Mr. Robertson was the Administrator for Patriot Mortgage Co., El Paso, Texas and a El Paso Mortgage Banking Firm. His Mortgage Finance experienced began in 1970. Lee has a strong and lengthy Real Estate and Underwriting background. His educational background includes a Degree in Finance from Stanford University in 1969 and earned an Associate Degree from the School of Mortgage Banking at Northwestern University, Evanston, Illinois in 1972. Mr. Robertson founded and formed ABR Capital Funding, Inc. and has served as it’s C.E.O. since in its inception.

* * * * *

We intend to recruit additional officers, managers, consultants, advisors, and other key personnel as we continue to grow. Consequently, the above list is subject to change and supplementation from time to time without notice.

Subsidiaries

If we elect to own and operate certain assets through a wholly owned LLC subsidiary entity our Management and officers will serve as managers of the same.

Control of the Company

Ultimate control over the business affairs, policies, and actions of the Company resides with our Members (holders of Membership Interest) who have the power to vote and appoint the Management. Each Member’s vote shall be determined by the percentage of Membership Interest owned at the time of the vote in question. Note subscribers in this offering will own no voting equity or other interest in the Company.

Management

It is the duty of our officers and managers (collectively, our “management”) to carry out the expressed purpose and objectives of the Company, including coordination and communication with the Members and the

various tasks associated with being officers or managers of a corporation pursuant to our Bylaws and applicable law.

Our officers and managers shall exercise their best efforts and its ordinary and customary business judgment and practices in managing the affairs of the Company. Our officers and managers shall not be liable or obligated to the Members for any mistake of fact or judgment made by them collectively or individually in operating the business of the Company which results in any loss to the Company or the Members, etc., and shall be indemnified therefrom.

Our officers, managers, or members do not in any way guarantee the return of any investor's capital or the return of a profit from the operations of the Company, nor shall they be responsible to any investor or other person because of a loss of their investment or a loss in operations.

Subject to the specific provisions of our company agreement, our officers and managers shall have power and authority to take such actions deemed necessary, appropriate, customary or convenient in regard to normal management activities and the conduct of the daily business operations and affairs of the Company.

Books and Records

We shall keep just and true books of account and all other records at the principal place of business location of the Company and shall make these books and records available to Members during normal business hours or via electronic file sharing provided reasonable advance notice is given. The books and records shall include, but shall not be limited to, the designation and identification of any property (real, personal, and mixed) in which the Company owns a legal or beneficial interest, including any property for which the title has been recorded or is maintained. Members and their designated agents are authorized to visit our principal place of business, provided reasonable advance notice is given, to copy these records, in whole or in part, at their own expense. Creditors, including Note holders, investors in the Notes of the Company, or other persons are not afforded the same privilege. Notwithstanding the foregoing, we may withhold any information we deem to be a trade secret or in which we reasonably believe we may suffer competitive disadvantage or economic harm or in order to ensure the privacy of our Members.

Accounting

Upon request we will provide any Note holder with information reasonably necessary to reflect their investment in the Company's Notes.

Company Bank Accounts

All Company funds shall be deposited in our own name or that of one of our Affiliates in an account or accounts maintained at a national or state bank selected for convenience.

Updates

We will endeavor to furnish you with periodic updates as deemed appropriate but not less frequently than annually. During special situations or periods of heightened activity, updates may be issued on a more frequent basis as appropriate.

Management, Director and Officer Compensation

The Company may pay cash and other forms of compensation to each of our management team, officers and managers or their Affiliates as independent contractors for executive management services, general business management services, administration services, investor relations services, marketing services, legal or accounting services, etc. (See "Compensation").

Reimbursement of Certain Expenses Incurred

Our employees, advisors, consultants, officers, and managers are entitled to reimbursement for the reasonable, direct, out-of-pocket expenses incurred while acting for or on behalf of our Company including, but not limited to, all legal, accounting, travel, and other similar expenses.

Company Ownership of Certain Beneficial Owners and Management

The following table provides the name and ownership level of each person, as of the most recent practicable date, who is the beneficial owner of 20 percent or more of the Issuer's outstanding voting equity securities, calculated on the basis of voting power:

Name of Holder (1)	Number and Class of Securities Now Held (1)	Percentage of Voting Power Prior to Offering (1)
Frank M. Bashore	100 Units of Membership Interest	33.3333%
Ronald V. Elder	100 Units of Membership Interest	33.3333%
Lee Robertson	100 Units of Membership Interest	33.3333%

FOOTNOTES TO TABLE:

- (1) To the Company's best knowledge and belief, the information provided in the referenced table is/was current as of a date that is no more than 120 days prior to the date of filing of this Offering Statement. To calculate total voting power, the table includes all securities for which the person directly or indirectly has or shares the voting power, which includes the power to vote or to direct the voting of such securities. If the person has the right to acquire voting power of such securities within 60 days, including through the exercise of any option, warrant or right, the conversion of a security, or other arrangement, or if securities are held by a member of the family, through corporations or partnerships, or otherwise in a manner that would allow a person to direct or control the voting of the securities (or share in such direction or control — as, for example, a co-trustee) they have been included in the table as being "beneficially owned". To calculate outstanding voting equity securities, we have assumed all outstanding options, if any, are exercised and all outstanding convertible securities, if any, are converted.

COMPENSATION

Our management and/or their Affiliates will be paid in connection with their management of Company affairs. Such persons are also eligible for reimbursement for general and administrative costs and expenses, including, but not limited to, travel, legal, accounting, overhead, due diligence, market research, and pre-acquisition research costs and other expenses in connection with the pursuit of the Company's objectives and the costs associated with preparing this Memorandum (See "Estimated Use of Proceeds"). Such persons may receive salaries and equity or other forms of compensation out of the proceeds of this Offering or from our revenue, capital, or other Company assets for services performed on behalf of the Company. Such services may include, but are not limited to, legal, accounting, marketing, investor relations, communications, administrative support, etc. Such compensation terms may not have been negotiated at arm's length. See "Conflicts of Interest".

Other substantial and material compensation terms may be negotiated with management, other persons, advisors, consultants, new hires, etc., subsequent to the date on the cover of this Memorandum. For updated compensation terms of our management, please contact us.

CONFLICTS OF INTEREST

Our management may act in a similar capacity for other unaffiliated concerns. Our management's capability to satisfy its obligations to the Company could be adversely affected by such other involvements. Certain services to be provided to the Company, such as legal, accounting, engineering, analysis, consulting, marketing, and technical services may be performed by Affiliates or related parties of the Company's management. While such services will be performed at rates believed to be comparable to rates charged by other independent non-Affiliated concerns for similar services, there can be no assurance of this. Also, there is the likelihood that if our anticipated activities are not ultimately profitable, that such Affiliates or related parties may still realize profits even though you do not realize the same such profit. Conflicts of interest may arise for our management, consultants, Affiliates, and others associated with the Company by way of contract. For example, Capital Active Funding, Inc. ("CAFI") and/or other Affiliates are partially-owned by Frank Bashore together with other partners. Mr. Bashore also provides consulting services to the Company. Such individuals, either directly or indirectly, may provide like services to other concerns. In addition, certain consultants, advisors, and members of our key personnel, management, and their Affiliates are presently engaged in other companies or ventures.

Each of our management team may be engaged in other business endeavors, may commit themselves to other entities, and are not obligated to contribute any specific number of hours per week to the Company's affairs. For example, our management are actively involved in numerous other start-up business concerns, some of which operate out of the same office space utilized by the Company. If the other business affairs of our management require them to devote more substantial amounts of time to such affairs, it could limit their ability to devote time to the affairs of the Company, which could have a negative impact on our ability to operate efficiently.

In addition, our management may become Affiliated with other entities engaged in social impact work or business finance-related businesses. Additionally, our management may become aware of business opportunities which may be appropriate for presentation to the Company as well as the other entities with which they are or may be Affiliated. Due to their existing affiliations, our management may have fiduciary obligations to present potential business opportunities to those entities before presenting them to us, which could cause additional conflicts of interest. We cannot assure you that these conflicts will be resolved in our favor.

Also, certain personnel may have personal or family relationships with each other. For example, Capital Active Funding, Inc. ("CAFI") and/or other Affiliates are partially-owned by Frank Bashore together with other partners. Mr. Bashore also provides consulting services to the Company. Such non-business relationships could give rise to issues not otherwise present.

Our management may be indemnified by the Company and authorized to obtain D&O (managers and officers) liability insurance paid for by the Company.

All of these activities and factors may result in conflicts of interest.

RELATED PARTY TRANSACTIONS

Transactions between the Company and individuals or entities related to our principals can cause conflicts of interest to arise. Such related parties have interests that may differ in certain respects from our interests and those of yours. You should recognize that relationships and transactions of the kinds described below involve inherent conflicts between your interests and/or that of the Company and those of the parties related to our principals, and that the risk exists that we will not always resolve such conflicts in a manner that favors you or us. In addition, other transactions or dealings may arise in the future that could cause conflicts of interest. In our name or through our Affiliated entities, and in connection with the operation of our various business activities, we have entered into or are otherwise party to contracts or transactions with related parties. We may enter into similar contracts with other Affiliates from time to time. To review copies of any such contracts or agreements, please contact us.

DESCRIPTION OF SECURITIES

Promissory Notes

The Promissory Notes represent debt obligations of the Company and accrue simple non-compounded interest per annum at the stated interest rate. The key features of the Promissory Notes are:

- Interest Rate: 10% per annum.
- Payment Terms: Under the terms of the Promissory Notes, payments of interest shall be paid monthly (unless deferred) in cash. Interest may be paid from a sinking fund, invested principal, and/or from any other source. Unless converted, the Company may repay part or all of the indebtedness associated with one or more Promissory Notes without any pre-payment penalty in its sole discretion.
- Term and Maturity: 2 years, with optional 1 year extension, at which time all principal and accrued interest shall be due and payable in full.
- Seniority: *Pari passu* (on equal footing with all other Note holders with equivalent terms).

For a complete description of the terms of the Notes, please review the specimen attached in the Exhibit section of this Memorandum. If you do not understand such terms, please consult with your legal and/or financial advisors.

PLAN OF DISTRIBUTION

On a limited basis – and to accredited investors only – we are offering Promissory Notes (the “Notes”) in accordance with the terms of this Offering Memorandum (this “Memorandum”).

This Offering is being made only to “Accredited Investors” investors (See “Who May Invest”) pursuant to Regulation D Rule 506(c) of the Securities Act of 1933, as amended (the “Act”), promulgated pursuant to the Jumpstart Our Business Startups Act of 2012 (the “JOBS Act”), and/or other applicable federal and state law exemptions from registration (this “Offering”).

TRANSFERS OF INTEREST

Restrictions on transfers

No investor may sell, assign, transfer, encumber or otherwise dispose of their Notes without the express prior written consent of the Company, and no investor shall pass title to said interest in the absence of such consent. Any such prohibited transfer, if made, shall be void and without force or effect, and any attempt by any investor to dispose of his interest in violation of this prohibition shall constitute a material breach of investor’s Subscription Agreement.

FINANCIAL INFORMATION

Our management has prepared financial statements for the Company. We believe such statements are substantially correct. Such statements are included in the Exhibit section of this Memorandum.

CERTAIN U.S. INCOME TAX CONSIDERATIONS

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, INVESTORS ARE HEREBY NOTIFIED THAT (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY INVESTORS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON INVESTORS UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS INCLUDED HEREIN BY OUR COMPANY IN CONNECTION WITH THE PROMOTION OR MARKETING (WITHIN THE MEANING OF CIRCULAR 230) BY THE COMPANY OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) INVESTORS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

IF YOU ARE CONSIDERING SUBSCRIBING FOR THIS OFFERING, WE URGE YOU TO CONSULT YOUR OWN TAX ADVISORS CONCERNING THE PARTICULAR U.S. FEDERAL INCOME TAX CONSEQUENCES TO YOU OF THE PURCHASE, OWNERSHIP, AND DISPOSITION OF OUR SECURITIES, AS WELL AS ANY CONSEQUENCES TO YOU ARISING UNDER STATE, LOCAL, AND NON-U.S. TAX LAWS.

PROSPECTIVE INVESTORS SHOULD ONLY CONSIDER AN INVESTMENT IN OUR COMPANY BASED ON REASONS INDEPENDENT OF THE TAX CONSEQUENCES OF SUCH INVESTMENT. TAX ADVANTAGES (I.E., DEDUCTIONS AND LOSSES) ARE NOT A SIGNIFICANT OR INTENDED FEATURE OF AN INVESTMENT IN OUR COMPANY.

Neither we nor our management, advisors, lawyers, accountants, or other representatives make any representation or otherwise provide any tax advice concerning acquiring our securities. By acquiring our securities, you represent and warrant that you have consulted your own tax advisor concerning our securities and you are not relying upon us or any of the other persons listed in this paragraph, above.

LEGAL PROCEEDINGS

As of the date of this Offering Statement, we are not a party to any litigation. The Company and/or its Affiliates may be or become parties to litigation in the normal course of business or may be or become subject to government investigations or administrative proceedings from time to time. For example, the Company's Affiliate, ABR Capital Funding, Inc., is currently cooperating with an inquiry being conducted by the Texas State Securities Board. Details regarding such may be made available upon request. In any event, we do not believe that such matter will have a material adverse effect on our business, financial condition or results of operations. We are presently unaware of any other active material legal proceedings, regulatory or otherwise, against the Company or its Affiliates that may have a material impact on our prospective activities.

SELECT DEFINITIONS

The following are definitions of words or terms that are used in this Memorandum whether or not such terms are capitalized. However, it is not a comprehensive list. If there are words or terms used in this Memorandum that are not understood, please contact us or seek out professional advisors or counsel.

"Accredited Investor" is defined under Regulation D promulgated under the Securities Act and includes: (i) any person who had an individual income in excess of USD \$200,000 in each of the two most recent years, or joint income with that person's spouse in excess of USD \$300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year; (ii) any person whose individual net worth (not including the value of their primary residence), or joint net worth with that person's spouse, at the time of his purchase exceeds USD \$1,000,000; (iii) any organization, business trust, or partnership, not formed for the specific

purpose of acquiring the interests offered, with total assets in excess of USD \$5,000,000; and (iv) any entity in which all equity owners are Accredited Investors.

“Affiliate” means any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise, or to hold or to control the holder of 10 percent or more of the outstanding voting securities of such Person.

“Code” means the Internal Revenue Code of 1986, as from time to time amended and in effect.

“Company” means ABR First Capital LLC, a Texas limited liability company, its successors and/or assigns.

“Indemnitee” means any Person involved in the management of the Company including the Management, any Person who is or was an Affiliate of such Persons, any Person who is or was an officer, director, advisor, consultant, employee, agent, trustee, partner, member, manager, or member of such persons or any such Affiliate, or any Person who is or was serving at the request of the Management or management or any such Affiliate as a director, officer, employee, partner, member, manager, agent or trustee of another Person; provided that a Person shall constitute an “Indemnitee” only with respect to acts, omissions or matters deriving from or relating to the business, operations of the Company.

“Investor” means a subscriber of the Company’s Notes.

“Management” means the officers or managers appointed by the Company’s members to run the day-to-day business of the Company, but also includes any director, advisor, consultant, employee, agent, trustee, partner, member, manager, etc., who has a role in managing the affairs of the Company.

“Note” means a Promissory Note.

“Memorandum” means the document utilized by the Company to disclose risks, describe its proposed activities, and explain the terms of the Offering of Notes to prospective Investors.

“Offering” refers to the offering of the Company’s securities made pursuant to applicable federal and state law exemptions from registration via the Memorandum.

“Person” means an individual or a corporation, limited liability company, partnership, trust, estate, unincorporated organization, association or other business enterprise.

“Promissory Note” or “Note” means a general debt obligation of the Company the form and terms of which is described in the Memorandum.

“Regulations” means the income tax regulations promulgated under the Code, as from time to time amended and in effect (including corresponding provisions of succeeding regulations).

“Subscription” means the consideration that an Investor has agreed to convey to the Company in exchange for the Notes.

“Subscription Agreement” means the agreement attached to the Memorandum by way of exhibit whereby Investors agree to subscribe for the Company’s Notes on terms as outlined in the Memorandum.

WHERE TO OBTAIN MORE INFORMATION

Throughout this Memorandum, reference is made to certain information either not contained in this document or else attached hereto by way of exhibit. This Memorandum does not purport to be complete. You are encouraged to meet with our management and ask questions and receive answers about our current plans and operations and for further information regarding matters referenced herein.

If you or your advisors would like additional information regarding the Company or our objectives, please contact us:

ABR First Capital LLC
6044 Gateway Blvd. East, Suite 544
El Paso, Texas 79905 USA
Telephone: 833.845.4644
E-mail: fmb@investabr.com

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A B R F i r s t C a p i t a l L L C
O F F E R I N G M E M O R A N D U M

EXHIBIT A

FORM OF PROMISSORY NOTE

ABR First Capital LLC
6044 Gateway East, Suite 544
El Paso, Texas 79905 USA
Telephone: 833.845.4644
E-mail: fmb@investabr.com

*This section alone does not constitute an offer by the Company or its Affiliates.
An offer may be made only by an authorized representative of the Company and the recipient must receive a complete
Memorandum, including all Exhibits.*

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT AND ANY APPLICABLE STATE SECURITIES LAW OR PURSUANT TO RULE 144 OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

Principal Sum: USD \$ _____ .00

Effective Date: _____, 20____

ABR First Capital LLC

PROMISSORY NOTE

FOR VALUE RECEIVED, ABR First Capital LLC, a Texas limited liability company, (the “Company”) promises to pay to _____ (the “Holder”), the principal sum of USD \$ _____ .00 together with all accrued and unpaid interest thereon as set forth below in this Promissory Note (this “Note”). The Holder and the Company are referred to collectively as the “Parties” and each as a “Party”.

1. Principal and Interest. Interest on the unpaid principal balance of this Note shall accrue at the following non-compounded rate of 10% per annum commencing on the Effective Date hereof (i.e., the date Holder’s funds are received by the Company), and shall be payable monthly (unless deferred as provided below) on the anniversary date during the three (3) year term of this Note. If not sooner paid or converted as provided below, the entire unpaid balance of principal and all accrued and unpaid interest shall be due and payable on the three (3) year anniversary of the Effective Date of this Note (the “Maturity Date”). The Company may pay any amounts due under this Note at any time and from any source (for example, sinking fund, capital reserves, sale of additional securities, revenues, etc.).

2. Seniority and Subordination. With respect to any claim the Holder of this Note may have on Company assets, such claims shall be, except against creditors with perfected security interests in specific Company assets, *pari passu* (on equal footing) with all other Note holders with equivalent terms.

3. Payment. All payments of interest and principal shall be in lawful money of the United States of America. All payments shall be applied first to costs of collection, if any, then to accrued and unpaid interest, and thereafter to principal. Payment of principal and interest hereunder shall be made by check delivered to the Holder at the address furnished to the Company for that purpose.

4. Prepayment by the Company. The Company may, in its sole and absolute discretion, pay without penalty all or any portion of the outstanding balance along with any accrued but unpaid interest on this Note at any time upon ten (10) days prior written notice to the Holder; provided however, that the Holder may elect to convert pursuant to the terms set forth in Section 2 prior to any such prepayment by giving the Company at least five (5) days written notice prior to the date on which the Company intended to make any such prepayment.

5. Collateral. This Note represents a general claim against the Company’s aggregate assets and not against any particular asset subject to the terms hereof and subordinate to any senior claims thereto.

6. Default. If any of the events specified below shall occur (each, an “Event of Default”), the Holder of this Note may, so long as such condition exists, declare the entire principal amount and unpaid accrued interest hereon immediately due and payable, by notice in writing to the Company:

(a) Failure to Pay. Subject to Section 1 of this Note, the Company’s failure to make any payment due and payable under the terms of this Note, and such payment shall not have been made within ten (10) days of Company’s receipt of the Holder’s written notice to Company of such failure to pay.

(b) Voluntary Bankruptcy. If the Company files any petition, proceeding, case or action for relief under any bankruptcy, reorganization, insolvency or moratorium law, rule, regulation, statute or ordinance (collectively, “Laws and Rules”), or any other Law and Rule for the relief of, or related to, debtors.

(c) Involuntary Bankruptcy. If any involuntary petition is filed under any bankruptcy or similar Law or Rule against the Company, or a receiver, trustee, liquidator, assignee, custodian, sequestrator or other similar official is appointed to take possession of any of the assets or properties of the Company or any guarantor.

(d) Governmental Action. If any governmental or regulatory authority initiates litigation that will materially affect the Company’s financial condition, operations or ability to pay or perform the Company’s obligations under this Note.

7. No Rights or Liabilities as a Member. This Note does not entitle the Holder to any voting rights or other rights as a Member of the Company. In the absence of conversion of this Note, no provisions of this Note, and no enumeration herein of the rights or privileges of the Holder, shall cause the Holder to be a Member of the Company for any purpose.

8. Governing Law. The terms of this Note shall be construed in accordance with the laws of the State of Texas as applied to contracts entered into by Texas residents within the State of Texas which contracts are to be performed entirely within the State of Texas.

9. Binding Effect. This Note shall be binding on the Parties and their respective heirs, successors, and assigns.

10. Attorneys’ Fees. If any action at law or in equity is necessary to enforce this Note or to collect payment under this Note, the Holder shall pay their own attorneys’ fees related to such enforcement or collection actions.

11. Amendments and Waivers. Except with respect to an amendment pursuant to Section 6, no provision of this Note may be amended or waived except with the written consent of the Company and the holders of at least a majority of the aggregate principal amount of the Notes. In addition, the Holder agrees that this Note may be amended with the written consent of the holders of at least a majority of the aggregate principal amount of the Notes and such amendments shall be binding on the Holder in all respects.

12. Notices. All notices and other communications required or permitted hereunder shall be in writing, shall be effective when given, and shall in any event be deemed to be given upon receipt or, if earlier, (a) five (5) days after deposit with the U.S. Postal Service or other applicable postal service, if delivered by first class mail, postage prepaid, (b) upon delivery, if delivered by hand, (c) one business day after the business day of deposit with Federal Express or similar overnight courier, freight prepaid or (d) one business day after the business day of facsimile transmission, if delivered by facsimile transmission with copy by first class mail, postage prepaid, and shall be addressed (i) if to the Holder, at the Holder’s mailing or e-mail address as set forth on the their Suitability Questionnaire, which is incorporated herein by reference, or such other subsequent alternative address provided by Holder to the Company in writing, and (ii) if to the

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Company, at the address of its principal corporate offices or at such other address as a party may designate by ten (10) days advance written notice to the other party pursuant to the provisions above.

* * * * *

IN WITNESS WHEREOF, the Company (borrower) has executed this Note as of the Effective Date set forth above.

ABR First Capital LLC
a Texas limited liability company

By: _____

Name: _____ Title: _____

EXHIBIT B

FINANCIAL STATEMENTS

ABR First Capital LLC
6044 Gateway East, Suite 544
El Paso, Texas 79905 USA
Telephone: 833.845.4644
E-mail: fmf@investabr.com

*This section alone does not constitute an offer by the Company or its Affiliates.
An offer may be made only by an authorized representative of the Company and the recipient must receive a complete
Memorandum, including all Exhibits.*

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[INSERT FINANCIAL STATEMENTS HERE]

EXHIBIT C

SUBSCRIPTION INFORMATION & INSTRUCTIONS

ABR First Capital LLC
6044 Gateway East, Suite 544
El Paso, Texas 79905 USA
Telephone: 833.845.4644
E-mail: fmf@investabr.com

*This section alone does not constitute an offer by the Company or its Affiliates.
An offer may be made only by an authorized representative of the Company and the recipient must receive a complete
Memorandum, including all Exhibits.*

HOW TO SUBSCRIBE FOR NOTES

To invest, please:

1. Receive and read the Memorandum.

2. Send the following documents:

- An executed copy of the “Suitability Questionnaire”;
- An executed copy of the “Subscription Agreement”); and
- One or more of the following forms of evidence verifying that you are an “Accredited Investor” (see “Who May Invest” section of this Memorandum):

A. If you are a natural person claiming status as an Accredited Investor based upon your **net worth**:

- 1. A copy of your most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing your assets; and
- 2. A copy of you most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing your liabilities.

OR

B. If you are a natural person claiming status as an Accredited Investor based upon your **income**:

- 1. A copy of your federal tax returns for the past two (2) most recent years; and
- 2. A written representation from you that you reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.

OR

C. A written confirmation from one of the following independent third parties (i.e., who do not work for the Company or its Affiliates) that they have taken reasonable steps to verify your status as an Accredited Investor:

- FINRA registered broker-dealer or investment advisor;
- Attorney in good standing;
- Certified public accountant (CPA) in good standing; or
- Such other third party professional deemed reasonable by the Company.

OR

D. Such other independent documentation or evidence deemed reasonable by the Company to verify your status as an Accredited Investor.

... together with your check or payment to the following address:

ABR First Capital LLC
6044 Gateway Blvd. East, Suite 544
El Paso, Texas 79905 USA
Telephone: 833.845.4644
E-mail: fmb@investabr.com

For bank wire instructions, please contact us.

SUITABILITY QUESTIONNAIRE

IMPORTANT NOTICE TO ALL SUBSCRIBERS: The Promissory Notes (the “Notes”) offered by ABR First Capital LLC, a Texas limited liability company (“we”, “our”, “us”, the “Issuer”, or the “Company”), will not be registered under the Securities Act of 1933, as amended (the “Act”), nor under the laws of any state or foreign jurisdiction. Accordingly, in order to ensure that the offer and sale of Notes are exempt from registration and in order to determine your suitability for this investment, the Company must take reasonable steps to verify that you are an “accredited investor” as defined under the Act. This confidential Suitability Questionnaire is designed to provide us with the information necessary to make a determination of whether you satisfy these suitability requirements. The information supplied in this confidential Suitability Questionnaire will be disclosed to no one without your consent other than to (i) the Company’s employees, officers, managers, agents, accountants and counsel, (ii) securities authorities or other regulatory organizations, if deemed necessary to use such information to support an exemption from registration under the Act and/or state law or the applicable law of other non-U.S. jurisdictions, or (iii) others as may be required by law. **BECAUSE WE WILL RELY ON YOUR ANSWERS IN ORDER TO COMPLY WITH SECURITIES LAWS, IT IS IMPORTANT FOR YOU TO CAREFULLY ANSWER EACH OF THE FOLLOWING QUESTIONS.**

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION BELOW:

1. Subscriber Information:

Full legal name(s) of Subscriber(s): _____

Address: _____

City: _____ State / Province: _____ Zip or Postal Code: _____

Current Country of Citizenship: _____

E-mail (mandatory)*: _____

*(NOTICE: By providing this e-mail address, you authorize us to transmit notices, reports, updates and otherwise communicate with you exclusively using this e-mail address instead of sending paper copies to your physical or mailing address. If this e-mail address does not function or if it changes, you must provide us with an alternate e-mail address. We are not responsible for returned, bounced or otherwise undelivered communications.)

Telephone: _____ Facsimile: _____

U.S. Taxpayer Identification Number(s) or Social Security Number(s): _____

Please check this box <input type="checkbox"/> if you either are or have been a party to any present or past litigation or similar proceedings involving securities or financial matters. If not, then leave blank. If checked, please attach a brief written description of such proceeding(s) to this Questionnaire.
--

2. Subscriber Suitability: (If applicable to you, please **initial and check applicable boxes** as appropriate on the following pages and attach the described evidence in support):

[PLEASE TURN TO NEXT PAGES]

INDIVIDUAL INVESTORS
(please select either Option 1 or Option 2, below):

OPTION 1 – IF QUALIFYING BASED UPON NET WORTH:

(INITIAL HERE): _____ I am a natural person whose individual net worth (not including the value of my primary residence), or joint net worth with my spouse, presently exceeds \$1,000,000. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (please attach the following and check the items in either paragraph A, B, or C, below, as may be applicable):

- A:** Copy of my most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing my assets.
AND
 Copy of my most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing my liabilities.

OR

- B:** Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:
 FINRA registered broker-dealer or investment advisor;
 Attorney in good standing;
 Certified public accountant (CPA) in good standing; or
 Other: _____

OR

- C:** Other (please describe attachment(s)): _____

OR

- D:** Such other independent documentation or evidence deemed reasonable by the Company to verify your status as an Accredited Investor.

OPTION 2 – IF QUALIFYING BASED UPON INCOME:

(INITIAL HERE): _____ I am a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with my spouse in excess of \$300,000 in each of those years and I reasonably expect reaching the same income level in the current year. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (please attach the following and check the items in either paragraph A, B, or C, below, as may be applicable):

- A:** Copy of my federal tax returns for the past two (2) most recent years.
AND
 Written representation from me that I reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.

OR

- B:** Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:
 FINRA registered broker-dealer or investment advisor;
 Attorney in good standing;
 Certified public accountant (CPA) in good standing; or
 Other: _____

OR

- C:** Other (please describe attachment(s)): _____

OR

- D:** Such other independent documentation or evidence deemed reasonable by the Company to verify your status as an Accredited Investor.

A B R F i r s t C a p i t a l L L C
O F F E R I N G M E M O R A N D U M

CORPORATIONS, PARTNERSHIPS, LIMITED LIABILITY COMPANIES, OR OTHER BUSINESS ENTITIES
(please select either Option 1 or Option 2, below):

OPTION 1 – IF THE ENTITY WAS FORMED FOR THE PURPOSES OF INVESTING AND/OR HAS ASSETS OF LESS THAN \$5,000,000:

(INITIAL HERE): _____ I am a corporation, partnership, limited liability company, or other entity in which all of the equity owners are “Accredited Investors” (meeting at least one of the suitability requirements for individual investors). As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (**please attach the following and check the items in either paragraph A, B, C, or D, below, as may be applicable**):

Copies of the entity’s organizational documents including the list of owners.

AND EITHER:

A: (if qualifying based upon owners’ net worth) Copies of each of the owners’ most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing their assets.
AND
 Copies of each of the owners’ most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing their liabilities.

OR

B: (if qualifying based upon owners’ income) Copies of each of the owners’ federal tax returns for the past two (2) most recent years.
AND
 A written representation from each owner that they reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.

OR

C: Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:
 FINRA registered broker-dealer or investment advisor;
 Attorney in good standing;
 Certified public accountant (CPA) in good standing; or
 Other: _____

OR

D: Other (please describe attachment(s)): _____

OR

E: Such other independent documentation or evidence deemed reasonable by the Company to verify your status as an Accredited Investor.

(SEE NEXT PAGE FOR OPTION 2):

A B R F i r s t C a p i t a l L L C
O F F E R I N G M E M O R A N D U M

CORPORATIONS, PARTNERSHIPS, LIMITED LIABILITY COMPANIES, OR OTHER BUSINESS ENTITIES (CONTINUED)

OPTION 2 – IF THE ENTITY WAS NOT FORMED FOR THE PURPOSES OF INVESTING AND HAS ASSETS OF \$5,000,000 OR MORE:

(INITIAL HERE): _____ I am a corporation, partnership, limited liability company, or a “Massachusetts” or similar business trust with total assets in excess of \$5,000,000 and was not formed for the specific purpose of investing, the executive officer, manager or trustee of which has such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the Company. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (**please attach the following and check the items in either paragraph A, B, or C, below, as may be applicable**):

Copy of the entity’s organizational documents.

AND

Biographical information of the executive officer, manager or trustee.

AND EITHER:

A: Audited financial statements.

OR

B: Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:

FINRA registered broker-dealer or investment advisor;

Attorney in good standing;

Certified public accountant (CPA) in good standing; or

Other: _____

OR

C: Other (please describe attachment(s)): _____

OR

D: Such other independent documentation or evidence deemed reasonable by the Company to verify your status as an Accredited Investor.

A B R F i r s t C a p i t a l L L C
O F F E R I N G M E M O R A N D U M

LIVING TRUSTS, FAMILY TRUSTS, REVOCABLE TRUSTS, ETC.

(INITIAL HERE): _____ I am a revocable or family trust the settlor(s) or grantor(s) of which (i) may revoke the trust at any time and regain title to the trust assets; and (ii) meet(s) at least one of the suitability requirements for individual investors, above. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (**please attach the following and check the items in either paragraph A, B, C, or D, below, as may be applicable**):

Copy of the trust agreement.

AND EITHER:

- A: (if qualifying based upon owners' net worth)** Copies of each settlor's or grantor's most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing their assets.
AND
 Copies of each settlor's or grantor's most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing their liabilities.

OR

- B: (if qualifying based upon owners' income)** Copies of each settlor's or grantor's federal tax returns for the past two (2) most recent years.
AND
 A written representation from each settlor or grantor that they reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.

OR

- C:** Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:
 FINRA registered broker-dealer or investment advisor;
 Attorney in good standing;
 Certified public accountant (CPA) in good standing; or
 Other: _____

OR

- D:** Other (please describe attachment(s)): _____

OR

- E:** Such other independent documentation or evidence deemed reasonable by the Company to verify your status as an Accredited Investor.

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O F F E R I N G M E M O R A N D U M

INDIVIDUAL RETIREMENT ACCOUNTS
(to be initialed by the Investor, not the IRA custodian)

(INITIAL HERE): _____ I am an individual retirement account administered in accordance with the U.S. Tax Code the participant of which meets at least one of the suitability requirements for individual investors, above. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely **(please attach the following and check the items in either paragraph A, B, C, or D, below, as may be applicable)**:

Copy of most recent (within the past 3 months) IRA account statement, including the name, contact information, etc., of the IRA custodian.

AND EITHER:

A: (if qualifying based upon investor's net worth) Copies of the investor's most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing their assets.
AND
 Copies of the investor's most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing their liabilities.

OR

B: (if qualifying based upon investor's income) Copies of the investor's federal tax returns for the past two (2) most recent years.
AND
 A written representation from the investor that they reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.

OR

C: Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:
 FINRA registered broker-dealer or investment advisor;
 Attorney in good standing;
 Certified public accountant (CPA) in good standing; or
 Other: _____

OR

D: Other (please describe attachment(s)): _____

OR

E: Such other independent documentation or evidence deemed reasonable by the Company to verify your status as an Accredited Investor.

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A B R F i r s t C a p i t a l L L C
O F F E R I N G M E M O R A N D U M

OTHER

(INITIAL HERE): _____ I am a beneficial owner, control person, executive officer, or manager of the Company or its Affiliates. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (**please attach the following and check the items in either paragraph A, B, or C, below, as may be applicable**):

A: Copy of my employment or management agreement with the Company.

OR

B: Copy of resolutions or minutes appointing me to my position with the Company.

OR

C: Other (please describe attachment(s)): _____

OR

D: Such other independent documentation or evidence deemed reasonable by the Company to verify your status as an Accredited Investor.

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A B R F i r s t C a p i t a l L L C
O F F E R I N G M E M O R A N D U M

3. Subscriber Representation:

In order to further induce the Company to accept this subscription, I represent and warrant the following to be true: I QUALIFY AS AN "ACCREDITED INVESTOR" UNDER RULE 501(a) OF THE ACT AND I AM NOT DEPENDENT UPON THE FUNDS I AM INVESTING. I further represent that I satisfy any other minimum income and/or net worth standards imposed by the jurisdiction in which I reside, if different from any standards set forth by the Company. If I am acting in a representative capacity for a corporation, partnership, LLC, trust or other entity, or as agent for any person or entity, I hereby represent and warrant that I have full authority to subscribe for Notes in such capacity. If I am subscribing for Notes in a fiduciary capacity, the representations and warranties herein shall be deemed to have been made on behalf of the person or persons for whom I am subscribing. Under penalties of perjury, I certify that (1) the number provided herein is my correct U.S. Taxpayer Identification Number or Social Security Number; and (2) I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. BY EXECUTING BELOW, I REPRESENT AND WARRANT THAT THE INFORMATION CONTAINED IN THIS QUESTIONNAIRE IS TRUE, ACCURATE AND COMPLETE.

X _____
Authorized Signature

X _____
Second Authorized Signature (if applicable)

Print Name

Print Name

Date

Date

Title (if applicable)

Title (if applicable)

Name of Entity (if applicable)

Name of Entity (if applicable)

SUBSCRIPTION AGREEMENT

TO: ABR First Capital LLC
6044 Gateway Blvd. East, Suite 544
El Paso, Texas 79905 USA
Telephone: 833.845.4644
E-mail: fmb@investabr.com

FROM: _____
Full legal name(s) of Subscriber(s)

Ladies and Gentlemen:

I, the undersigned, hereby subscribe for the principal amount of \$ _____ in the Promissory Notes (the "Notes") issued by ABR First Capital LLC, a Texas limited liability company (the "Issuer", or the "Company"), as set forth and further described in the Company's Offering Memorandum, as amended or supplemented from time to time (the "Memorandum") upon acceptance of this Subscription Agreement.

I am delivering with this Subscription Agreement a check or bank wire payable to the order of "ABR First Capital LLC" in the principal amount for the Note to which this Subscription Agreement relates. I acknowledge that the Company has the unconditional right to accept or reject this Subscription Agreement. I acknowledge that if for any or no reason the Company rejects my subscription that my funds will be refunded promptly without interest or further obligation on my part.

By executing this Subscription Agreement, I further acknowledge that I have received the Memorandum and the Note specimen contained therein and that I am familiar with and understand each of the terms contained therein including the "Risk Factors" section set forth in the Memorandum. I represent and warrant, in determining to purchase Notes, that I have relied solely upon the Memorandum (including the exhibits thereto) and the advice of my own legal counsel and accountants or other financial advisers (and not that of the Company and/or its Affiliates) with respect to the tax and other consequences involved in purchasing Notes.

I represent and warrant that I qualify as either an "Accredited Investor" under the Act as represented by my initials and signature on my Suitability Questionnaire which is incorporated by reference as if fully set forth herein. I further represent and warrant that the Notes being acquired will be acquired for my own account without a view to public distribution or resale and that I have no contract, undertaking, agreement or arrangement to sell or otherwise transfer or dispose of any Notes or any portion thereof to any other Person. I represent and warrant that I can bear the economic risk of the purchase of Notes including the total loss of my investment and that I have such knowledge and experience in investing and/or business and financial matters, including the analysis of or participation in offerings of this nature, as to be capable of evaluating the merits and risks of an investment in the Notes, or that I am being advised by others (acknowledged by me as being my "Purchaser Representative(s)") such that together we are capable of making such evaluation.

I understand that the Notes have not been registered under the Securities Act of 1933, as amended (the "Act"), or the securities laws of any state and are subject to substantial restrictions on transfer as described in the Memorandum. I agree that I will not sell or otherwise transfer or dispose of any Notes or any portion thereof unless such Notes are registered under the Act and any applicable state securities laws or, if required by the Company, I obtain an opinion of counsel that it is satisfactory to the Company that such Notes may be sold in reliance on an exemption from such registration requirements. I understand that the Company has no obligation or intention to register any Notes for resale or transfer under the Act or any state securities laws or to take any action (including the filing of reports or the publication of information as required by Rule 144 under the Act) which would make available any exemption from the registration requirements of any such laws and therefore I may be precluded from selling or otherwise transferring or disposing of any Notes or any portion thereof for an indefinite period of time or at any particular time.

I acknowledge that I have relied upon the advice of my own legal counsel and accountants or other financial advisers with respect to the tax and other considerations relating to the purchase of Notes. None of our managers or other Affiliates have given me any legal, financial or other professional advice. I have been offered, during the course of discussions concerning the purchase of Notes, the opportunity to ask such questions and inspect such documents concerning the Company and its business and affairs, including details regarding the Company and the Collateral, so as to understand more fully the nature of this investment and to verify the accuracy of the information supplied.

I represent and warrant that (i) if an individual, I am at least 21 years of age; (ii) I have adequate means of providing for my current needs and personal contingencies; (iii) I have no need for liquidity in my investments; (iv) I maintain my principal residence or principal place of business at the address provided in the attached Suitability Questionnaire, which is incorporated herein by reference; (v) all investments in and commitments to non-liquid investments are, and after the purchase of Notes will be, reasonable in relation to my net worth and current needs; and (vi) any financial information that I provide herewith or that I subsequently submit at the request of the Company, does or will accurately reflect my financial condition in the which I do not anticipate any material adverse change.

I understand that no federal or state agency including the U.S. Securities and Exchange Commission or the securities commission or authorities of any

A B R F i r s t C a p i t a l L L C
O F F E R I N G M E M O R A N D U M

other state have approved or disapproved the Notes, passed upon or endorsed the merits of the offering of Notes or the accuracy or adequacy of the Memorandum, or made any finding or determination as to the fairness of the Notes for investment. I understand that the Notes are being offered and sold in reliance on specific exemptions from the registration requirements of federal and state laws and that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings set forth herein in order to determine my suitability to acquire the Notes.

I represent, warrant and agree that if I am acquiring Notes in a fiduciary capacity, (i) the above representations, warranties, agreements, acknowledgments and understandings shall be deemed to have been made on behalf of the person or persons for whose benefit such Notes are being acquired, (ii) the name of such person or persons is indicated below under the subscriber's name and (iii) such further information as the Company deems appropriate shall be furnished regarding such person or persons.

I represent and warrant that my attached Suitability Questionnaire is true and complete and agree that the Company may rely on the truth and accuracy of such information for purposes of relying on the exemptions from the registration requirements of the Act and of any applicable state statutes or regulations; and, further agree that the Company and its Management and Affiliates may present such information to such parties as it deems appropriate if called upon to verify the information provided or to establish the availability of an exemption from registration under the Act or any state securities statutes or regulations or if the contents are relevant to any issue in any action, suit or proceeding to which it is or may be bound.

IN WITNESS WHEREOF, intending to be irrevocably and legally bound, together with my personal representative(s), if any, my successors and assigns, I hereby accept and agree to all of the terms, conditions, representations and agreements as set forth in the Memorandum including all exhibits, as may be amended and supplemented from time to time, including the Note, the attached Suitability Questionnaire, and this Subscription Agreement as of the date indicated.

X _____
Authorized Signature

X _____
Second Authorized Signature (if applicable)

Print Name

Print Name

Date

Date

Title (if applicable)

Title (if applicable)

Name of Entity (if applicable)

Name of Entity (if applicable)

SUBSCRIPTION ACCEPTANCE:

ABR First Capital LLC
a Texas limited liability company

By: _____

Acceptance Date: _____

Name: _____

Title: _____