
VINEYARD COURT LLC DEBENTURE
SERIES ONE
CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM
REGULATION D, RULE 506 (C)

A PRIVATE PLACEMENT OF 10 UNSECURED DEBENTURES

Number of		Offering	Proceeds to
Preferred Units Offered (1)		Price	the Company
Unit Offer	1	\$27500	\$27500
Total Offering	10	\$275000	\$275000

(1) This Private Placement Memorandum is an offer for “Restricted Securities” pursuant to Rule 506(c) of Regulation D under the Securities Act and is only available to “Accredited Investors” as defined in Rule 501 of Regulation D. This offering document should not be construed as legal advice for any particular fact or circumstance. We encourage you to have your attorney review all of your offering documents.

Vineyard Court LLC

(A State of Missouri Limited Liability Company)

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

REGULATION D, RULE 506 (C)

518 West Commercial Street, Mansfield, Missouri 65704

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT” OR THE “ACT”) NOR QUALIFIED, APPROVED OR DISAPPROVED UNDER ANY OTHER FEDERAL OR STATE SECURITIES LAWS. NEITHER THE SECURITIES AND EXCHANGE COMMISSION (“SEC”) NOR ANY OTHER FEDERAL OR STATE REGULATORY AUTHORITY HAS PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE SECURITIES OFFERED HEREBY MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF BY AN INVESTOR UNLESS THEY ARE REGISTERED UNDER THE SECURITIES ACT AND, WHERE REQUIRED, UNDER THE LAWS OF OTHER JURISDICTIONS, UNLESS SUCH PROPOSED SALE, TRANSFER OR DISPOSITION IS EXEMPT FROM SUCH REGISTRATION.

Approximate date of commencement of proposed sale of securities: March 1st, 2025

This Confidential Private Placement Memorandum relates to an offering of Unsecured Debentures (the “**Securities**” or “**Notes**”) of Vineyard Court LLC (the “**Company**” or “**Issuer**”). Prospective Investors should carefully read this Memorandum and should retain it for their records. The day-to-day operations and the investment management of the Company is conducted by its Managing Member with the support of any Company Executives. The Investors/Noteholders will be Creditors (“**Creditors**”) of the Company.

In making an investment decision regarding the Company, each Investor must rely upon his/hers/its own examination of the Company, the terms of this offering and the merits and risks involved.

ONLY PERSONS OF ADEQUATE FINANCIAL MEANS WHO HAVE NO NEED FOR LIQUIDITY WITH RESPECT TO THE INVESTMENT SHOULD CONSIDER PURCHASING SECURITIES IN VINEYARD COURT LLC (THE “**COMPANY**”) PURSUANT TO THIS, THE COMPANY'S CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM, BECAUSE (A) THE INVESTMENT IN THE SECURITIES INVOLVES CERTAIN RISKS, AND (B) A MARKET FOR THE SECURITIES DOES NOT EXIST AND IS NOT LIKELY TO DEVELOP. FURTHER, THE OFFERING IS INTENDED TO BE A "PRIVATE OFFERING OF SECURITIES" EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS. THE SECURITIES ARE INTENDED TO BE EXEMPT UNDER THE SECURITIES ACT AS PART OF AN ISSUE THAT IS OFFERED AND SOLD ONLY TO "ACCREDITED INVESTORS," AS THAT TERM IS DEFINED THE SECURITIES EXCHANGE COMMISSION RULE 501.BY RULE. AS SUCH, EACH PROSPECTIVE SUBSCRIBER SHALL HAVE SUBMITTED TO THE COMPANY A COMPLETED AND EXECUTED "INVESTOR VERIFICATION QUESTIONNAIRE" IN THE FORM ATTACHED HERETO.

GENERAL NOTICES

THIS IS A PRIVATE OFFERING OF **UNSECURED** DEBENTURES (THE “**SECURITIES**”) MADE PURSUANT TO APPLICABLE FEDERAL AND STATE “PRIVATE PLACEMENT” EXEMPTIONS. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION. THE OFFERING MADE UNDER THIS MEMORANDUM IS BEING MADE IN RELIANCE ON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933 FOR OFFERS AND SALES OF SECURITIES THAT DO NOT INVOLVE ANY PUBLIC OFFERING, AND SIMILAR EXEMPTIONS UNDER STATE LAW. TO QUALIFY FOR SUCH EXEMPTIONS, THE SECURITIES MUST BE ACQUIRED FOR INVESTMENT PURPOSES.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS UNLAWFUL. THIS MEMORANDUM CONSTITUTES AN OFFER ONLY IF DELIVERY OF THIS MEMORANDUM IS PROPERLY AUTHORIZED BY THE COMPANY. THIS MEMORANDUM HAS BEEN PREPARED BY THE COMPANY SOLELY FOR THE BENEFIT OF PERSONS INTERESTED IN THE PROPOSED SALE OF THE SECURITIES AND ANY DISTRIBUTION OR REPRODUCTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY IS PROHIBITED.

NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS OR PROVIDE ANY INFORMATION WITH RESPECT TO THE SECURITIES EXCEPT SUCH INFORMATION AS IS CONTAINED IN THIS MEMORANDUM. PROSPECTIVE INVESTORS SHOULD NOT RELY ON ANY INFORMATION NOT CONTAINED IN THIS MEMORANDUM IN MAKING THEIR INVESTMENT DECISION. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALE MADE UNDER IT SHALL UNDER ANY CIRCUMSTANCE IMPLY THAT INFORMATION CONTAINED IN THIS MEMORANDUM IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

NEITHER THE COMPANY, ITS DIRECTORS/MEMBERS/EXECUTIVES NOR THE UNDERWRITERS HAVE AUTHORIZED ANYONE TO PROVIDE YOU WITH INFORMATION DIFFERENT FROM THAT CONTAINED IN OR INCORPORATED BY REFERENCE IN THIS MEMORANDUM, ANY AMENDMENT OR SUPPLEMENT TO THIS MEMORANDUM OR ANY FREE WRITING MEMORANDUM PREPARED BY US OR ON OUR BEHALF. NEITHER WE NOR THE UNDERWRITERS TAKE ANY RESPONSIBILITY FOR, OR CAN PROVIDE ANY ASSURANCE AS TO THE RELIABILITY OF, ANY INFORMATION OTHER THAN THE INFORMATION CONTAINED OR INCORPORATED BY REFERENCE IN THIS MEMORANDUM, ANY AMENDMENT OR SUPPLEMENT TO THIS MEMORANDUM OR ANY FREE WRITING MEMORANDUM PREPARED BY US OR ON OUR BEHALF. WE, THE COMPANY, ITS DIRECTORS/MEMBERS/EXECUTIVES OR THE UNDERWRITERS ARE OFFERING TO SELL, AND SEEKING OFFERS TO BUY, THE NOTES ONLY IN JURISDICTIONS WHERE OFFERS AND SALES ARE PERMITTED. THE INFORMATION IN THIS MEMORANDUM IS ACCURATE ONLY AS OF THE DATE OF THIS MEMORANDUM, REGARDLESS OF THE TIME OF DELIVERY OF THIS MEMORANDUM OR ANY SALE OF OUR NOTES.

EXCEPT WHERE THE CONTEXT REQUIRES OTHERWISE, REFERENCES IN THIS MEMORANDUM TO “THE COMPANY,” “WE,” “US,” AND “OUR” REFER TO THE COMPANY TOGETHER WITH ITS CONSOLIDATED SUBSIDIARIES. IN THIS MEMORANDUM, WHEN WE REFER TO OUR FISCAL YEARS, WE SAY “FISCAL” AND THE YEAR NUMBER, AS IN “FISCAL 2017” WHICH REFERS TO OUR FISCAL YEAR ENDED December 31st.

THE CONTENTS OF THIS MEMORANDUM SHOULD NOT BE CONSTRUED AS INVESTMENT, LEGAL OR TAX ADVICE. A NUMBER OF FACTORS MATERIAL TO A DECISION WHETHER TO INVEST IN THE SECURITIES HAVE BEEN PRESENTED IN THIS MEMORANDUM IN SUMMARY OR OUTLINE FORM ONLY IN RELIANCE ON THE FINANCIAL SOPHISTICATION OF THE OFFEREES. EACH PROSPECTIVE INVESTOR IS URGED TO SEEK INDEPENDENT INVESTMENT, LEGAL AND TAX ADVICE CONCERNING THE CONSEQUENCES OF INVESTING IN THE COMPANY.

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 APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM, AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS SET FORTH IN THE COMPANY'S OPERATING AGREEMENT. INVESTMENTS GENERALLY MAY BE REDEEMED ONLY AS PROVIDED IN THE OPERATING AGREEMENT AND THIS MEMORANDUM. THE COMPANY RESERVES THE RIGHT TO SUSPEND WITHDRAWALS UNDER CERTAIN CIRCUMSTANCES. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THIS MEMORANDUM IS A SUMMARY ONLY AND DOES NOT PURPORT TO BE COMPLETE. ACCORDINGLY, REFERENCE IS MADE TO THE COMPANY'S OPERATING AGREEMENT, AND THE OTHER AGREEMENTS, DOCUMENTS, STATUTES, AND REGULATIONS REFERRED TO HEREIN FOR THE EXACT TERMS OF SUCH AGREEMENT, AND OTHER AGREEMENTS, DOCUMENTS, STATUTES AND REGULATIONS.

THIS MEMORANDUM CONSTITUTES AN OFFER ONLY IF THE NAME OF THE OFFEREE APPEARS IN THE APPROPRIATE SPACE PROVIDED ON THE COVER PAGE OF THIS MEMORANDUM AND ONLY IF DELIVERY HEREOF HAS BEEN PROPERLY AUTHORIZED. THIS MEMORANDUM IS CONFIDENTIAL AND IS INTENDED SOLELY FOR USE BY THE INTENDED RECIPIENT. THIS MEMORANDUM CANNOT BE REPRODUCED OR DISTRIBUTED TO ANY OTHER PERSON OR PERSONS. THE RECIPIENT OF THIS MEMORANDUM, BY ACCEPTING DELIVERY THEREOF, AGREES TO RETURN IT AND ALL RELATED DOCUMENTS TO THE COMPANY IF THE RECIPIENT ELECTS NOT TO PURCHASE ANY OF THE SECURITIES OFFERED HEREBY.

THE COMPANY'S DEBENTURES ARE AVAILABLE ONLY TO INVESTORS OR PURCHASERS WILLING AND ABLE TO BEAR THE ECONOMIC RISKS OF THIS INVESTMENT. THE INVESTMENTS IN THE COMPANY ARE SPECULATIVE, ILLIQUID AND INVOLVE A HIGH DEGREE OF RISK (SEE "CERTAIN RISK FACTORS"). THE INVESTMENTS ARE SUITABLE AS AN INVESTMENT ONLY FOR A LIMITED PORTION OF THE RISK SEGMENT OF A SUBSCRIBER'S PORTFOLIO.

INVESTORS (AND EACH EMPLOYEE, REPRESENTATIVE OR OTHER AGENT OF INVESTORS) MAY DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATIONS OF ANY KIND, THE TAX TREATMENT AND TAX STRUCTURE OF THE TRANSACTION AND ALL MATERIALS OF ANY KIND (INCLUDING OPINIONS OR OTHER TAX ANALYSIS) THAT ARE PROVIDED TO INVESTORS RELATING TO SUCH TAX TREATMENT AND TAX STRUCTURE. THIS AUTHORIZATION OF TAX DISCLOSURE IS RETROACTIVELY EFFECTIVE TO THE COMMENCEMENT OF THE FIRST DISCUSSIONS BETWEEN SUCH INVESTOR AND THE COMPANY REGARDING THE TRANSACTIONS CONTEMPLATED HEREIN.

DISCUSSIONS IN THIS MEMORANDUM AS THEY RELATE TO CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES ARE NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING UNITED STATES FEDERAL TAX PENALTIES. SUCH DISCUSSIONS WERE WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THIS MEMORANDUM, AND ANY TAXPAYER TO WHOM THE TRANSACTIONS OR MATTERS ARE BEING PROMOTED, MARKETED OR RECOMMENDED SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

SUMMARY OF THE OFFERING

TITLE OF SECURITY:	Unsecured Debenture
FACE VALUE PER NOTE:	\$27,500 per Note
MINIMUM NOTES OFFERED:	5
MINIMUM OFFERING (Dollars):	\$137,500
MAXIMUM NOTES OFFERED:	5
MAXIMUM OFFERING (Dollars):	\$275,000
MINIMUM NOTES PURCHASE	1 NOTE/NOTES
MINIMUM PURCHASE (Dollars):	\$27,500
OFFERING DATE	March 1st, 2025
MATURITY DATE/TERM	10 years

SUMMARY OF THE OFFERING, (CONTINUED)

	Per Note ¹	Total ²
Offering Price	\$27,500	\$275,000
Discounts and Commissions	0	\$0
Proceeds, before expenses, to the Company ²	\$137,500	\$275,000

⁽¹⁾ Note refers to the Company's Unsecured Debentures, Face Value \$27,500, bearing an annual interest rate of 14% with a Maturity Date or Term of Debenture 10 years.

⁽²⁾ Assumes all Notes offered to Investors are sold.

⁽³⁾ For additional information regarding discounts, expenses and any underwriters' compensation, please see "SOURCES AND APPLICATION OF FUNDS)."

	Note Price ¹	Selling Commissions	Proceeds to the Company
Per Note	\$27,500	0	\$22,500
Minimum Notes	\$137,500	0	\$137,500
Maximum Notes	\$275,000	0	\$275,000

⁽¹⁾ Note refers to the Company's Unsecured Debentures, Face Value \$27,500 and bearing an annual interest rate of 14% with a Maturity Date/Term of 10 years.

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DIRECTORY

Additional information as to the Company, the Managing Member, the Key Employees, Executives and its advisors and agents:

The Company: Name: Vineyard Court LLC
 Address: 518 West Commercial Street
 Mansfield, Missouri, 65704
 Phone: 907-313-6260
 Fax: NA
 Email: bcassell@vineyard-court.com
 Web Site URL: www.vineyard-court.com
 SIC: 1522
 EIN:

Managing Member: Name: Bill Cassell
 Title: Managing Member

Auditors: Name: Faron Adamson
 Address: 1518 West Elm Street
 Lebanon, Missouri 65536
 Telephone: (417) 533-5277
 Fax: (417) 533-5277
 Email: faron@adamsoncpa.com
 Web Site URL: www.adamsoncpa.com

Legal Counsel: Name: Ryan L. Morris
 Address: 913 North Main Street
 Mountain Grove, MO, 65711-1316
 Telephone: (417) 349-6030
 Email: Ryan@MorrisLawOfficeLLC.net
 Web Site: www.linkedin.com/in/ryan-l-morris-6419837

FORWARD LOOKING INFORMATION

Some of the statements contained in this Memorandum, including information incorporated by reference, discuss future expectations, or state other forward-looking information. Those statements are subject to known and unknown risks, uncertainties and other factors, several of which are beyond the Company's control, which could cause the actual results to differ materially from those contemplated by the statements. The forward-looking information is based on various factors and was derived using numerous assumptions. In light of the risks, assumptions, and uncertainties involved, there can be no assurance that the forward-looking information contained in this Memorandum will in fact transpire or prove to be accurate.

Important factors that may cause the actual results to differ from those expressed within may include, but are not limited to:

- (i) The success or failure of the Company's efforts to successfully market its products and services as scheduled;
- (ii) The Company's ability to attract, build and maintain a customer base;
- (iii) The Company's ability to attract and retain quality employees;
- (iv) The effect of changing political and economic conditions;
- (v) The ability of the Company to obtain adequate debt financing if only a fraction of this Offering is sold.

These risks along with other risks, which are described under "RISK FACTORS" may be described in future communications to Noteholders. The Company makes no representation and undertakes no obligation to update the forward-looking information to reflect actual results or changes in assumptions or other factors that could affect those statements.

SUMMARY OF TERMS

The following is a summary of the terms and conditions of an investment in Vineyard Court LLC (the “**Company**”). This summary is qualified by the more detailed information appearing elsewhere in this Confidential Private Placement Memorandum (the “**Memorandum**” or “**PPM**”) and by the terms of the Company’s Operating Agreement dated as of April 8th, 2024

as may be further amended and restated (the “**Operating Agreement**”). The description of any document is qualified by reference to such document.

The Company

Vineyard Court LLC is a Missouri Limited Liability Company formed on April 8th, 2024. The Company is offering Unsecured Debentures (the “**Securities**”).

Investment Objective and Strategy

Our investment strategy is straightforward: we target underperforming, multi-unit real estate assets in rural communities along critical highway arteries. Through meticulous and high-end renovations, we transform these properties into sought-after short-term rentals.

For this offering, we identified a property that meets our investment criteria:

The property is a sixteen-unit complex that has been vacant and neglected for several years. Mansfield, a town with a population of 1,185, is situated along a vital stretch of Interstate Highway 60 in the southwest. Since this property aligns with our investment objectives, we acquired it, renamed it "The Vineyard Court," and initiated renovations.

Our financing model is straightforward: we self-fund acquisitions and the early-stage remodel phase. Once past this initial phase, we reach out to accredited capital partners to include this opportunity in a high-performing portfolio. Accordingly, we invite you to join us and capitalize on a distinctive investment opportunity in the specialized market of distressed multi-unit properties.

The Managing Member may, at their sole discretion, invest the company’s assets directly in the reference entity or in any other manner that the Managing Member believes is consistent with the company's investment objectives.

Managing Member	The Managing Member, Bill Cassell, is responsible for managing the day-to-day operations and investment management of the Company. The Managing Member may engage other persons or entities to perform similar functions, as he/she/it deems necessary from time to time. The Managing Member serves as the Company's contact for Investors and Internal Revenue Service purposes.
Offering Term	The term of the Company's offering will expire on July 1st, 2025, subject to earlier termination.
Minimum Investment	The minimum investment in the Company is \$27500. The Company may, in its sole discretion, accept lesser sums with respect to initial and/or additional capital contributions. The initial investment and additional capital contributions constitute capital contributions (" Capital Contributions ") to the Company.
Fees and Expenses	<p>Management Fees. The Managing Member will not receive fees directly at the Company level with respect to this Offering; however, the Managing Member may, at his/hers/its discretion, receive an annual salary as described herein.</p> <p>Organizational Expenses. The Company will pay the organizational costs of the Company.</p> <p>Ongoing Expenses. The Company pays for all routine and customary expenses associated with its administration and operation, including, but not limited to, the cost of maintaining the Company's registered office, brokerage commissions, communications, Company administration, other service providers expenses (including any custodian fees, if any), insurance premiums, printing costs, and all tax, accounting (and audit) and legal, and similar ongoing operational expenses. Fees and expenses that are identifiable with a particular Security are charged against that Security in computing its Net Asset Value for the Company. Other fees and expenses will be charged to the Company as a whole or otherwise in the discretion of the Managing Member and Board of Directors.</p>

Suitability

The purchase of the Securities involves certain risks and may not be a suitable investment for all potential Investors. The Securities are not registered under the Securities Act of 1933, as amended, in reliance on the private placement exemption set forth in Section 4(2) of the Securities Act and Regulation D thereunder.

Only persons of adequate financial means who have no need for liquidity with respect to the investment should consider purchasing the Securities in the Company pursuant to the Company's Confidential Private Placement Memorandum because (a) the investment in the Securities involves certain risks, and (b) a market for the Securities does not exist and is not likely to develop. Further, the Offering is intended to be a "private offering" exempt from registration under the Securities Act of 1933 and applicable state Securities Laws. The Securities are intended to be exempt under the Securities Act as part of an issue that is offered and sold only to "Accredited Investors," as that term is defined below. As such, each prospective subscriber shall have submitted to the Company a completed and executed "Investor Verification Questionnaire," in the form attached hereto.

The foregoing suitability standards represent the minimum suitability requirements for prospective Investors in the Company and satisfaction of these standards does not necessarily mean that an investment in the Company is a suitable investment for a prospective Investor nor does it mean that the Investor's subscription for the Securities will be accepted by the Company. Prospective Investors should consider whether the purchase of the Securities is suitable for them in light of their investment objectives. See "SUITABILITY."

Transfers of Notes

No direct or indirect transfers, assignments or hypothecations of the Notes may be made other than with the consent of the Company, which consent may be withheld in the sole and absolute discretion of the Company. Any transfer, assignment or hypothecation in violation of the foregoing shall be null and void. There is not, nor will there be, a market for the sale or transfer of Notes.

Risk Factors; Conflicts of Interest

Investment in the Company is speculative and involves a high degree of risk. The past performance of the Company or its affiliates is not indicative of future performance. There is no assurance that the Company will be profitable. Investment return and principal value will fluctuate, so that an Investor's Securities, when withdrawn, may be worth more or less than their original cost. An investment in the Company may result in a total loss of the investment. The Company may be subject to certain conflicts of interest. See "CONFLICTS OF INTEREST".

Reports

Noteholders will receive annual review of the performance of the Company and annual financial statements of the Company from the Company.

Fiscal Year

The Company's annual fiscal year end is December 31.

Tax Consequences

A prospective Investor is responsible for, and should consider carefully, all of the potential tax consequences of an investment in the Securities and should consult with his/hers/its tax advisor before subscribing for the Notes. Tax-exempt entities, including those governed by ERISA, that invest in the Company, may be exposed to unrelated business taxable income, notwithstanding their otherwise tax-exempt status, depending upon the Company's or such Investor's use of margin or other leverage. For a discussion of certain income tax consequences of this investment, "TAX CONSIDERATIONS."

Certain ERISA Considerations

Investment in the Company generally will be open to employee benefit plans and other funds subject to ERISA and/or Section 4975 of the Internal Revenue Code (as defined herein) (the “Code”). Except as described below under “Risk Factors - Compliance with ERISA Transfer Restrictions,” the Company intends to use commercially reasonable efforts to cause “benefit plan Investors” not to own a significant portion of any class of equity interests in the Company, so that the assets of the Company should not be considered “plan assets” for purposes of ERISA and Section 4975 of the Code, although there can be no assurance that non “plan asset” status will be obtained or maintained. The Company reserves the right to change this policy in its discretion with notice to the Members or Noteholders. Prospective Investors and subsequent transferees of Securities in the Company may be required to make certain representations regarding compliance with ERISA and Section 4975 of the Code. See “Certain ERISA Considerations”. **EACH PROSPECTIVE PARTNER THAT IS SUBJECT TO ERISA AND/OR SECTION 4975 OF THE CODE IS ADVISED TO CONSULT WITH ITS OWN LEGAL, TAX AND ERISA ADVISERS AS TO THE CONSEQUENCES OF AN INVESTMENT IN THE COMPANY.**

Privacy Notice

Any and all nonpublic personal information received by the Company, the Managing Member and/or the Administrator with respect to the Members and/or Investors which are natural persons, including the information provided to the Company by a Member or Investor in the subscription documents, will not be shared with nonaffiliated third parties which are not service providers to the Company without prior notice to such Member/Investor. Such service providers include but are not limited to the Administrator, the auditors and the legal advisors of the Company. Additionally, the Company, the Managing Member and/or the Administrator may disclose such nonpublic personal information as required by law (such as to respond to a subpoena or to prevent fraud). In particular, this provision is subject at all times to the anti-money laundering rules promulgated by the jurisdictions wherein the Company is domiciled or operating, such as, without limitation, to the Executive Order on Terrorist Financing as issued by the United States of America, and to similar governmental action.

FINANCIAL SUMMARY OF OPERATIONS

Potential Investors should read the following summarized financial data together with the Company's financial statements and notes included in this Memorandum. The Statement of Operations, presented below, along with the Balance Sheet, including the Balance Sheet on an adjusted basis, has not been reviewed by independent accountants/auditors and is subject to year-end audit. The "As Adjusted" balance sheet data reflects the net proceeds from the sale of the maximum number (10) of Unsecured Debentures offered herein after deducting estimated offering expenses payable by us.

Vineyard Court LLC Summary Statement of Operations

The Company is a newly form entity and therefore has no operating history

Vineyard Court LLC Summary Balance Sheet As of June 30th, 2024

	Actual (Unaudited)	As Adjusted (Unaudited)
ASSETS		
Cash & Equivalents	\$0	\$0
Accounts Receivable	\$0	\$0
Total Current Assets	\$0	\$0
Fixed Assets	\$37,000	\$37,000
Other Assets	\$0	\$0
Total Assets	\$37,000	\$37,000
LIABILITIES & STOCKHOLDER'S EQUITY		
Total Current Liabilities	\$0	\$0
Long-term Liabilities	\$0	\$0
Total Liabilities	\$0	\$0
Stockholders' Equity	\$37,000	\$37,000
Total Liabilities & Stockholders' Equity	\$37,000	\$37,000

THE COMPANY

Vineyard Court LLC (the “**Company**”), a Limited Liability Company, was formed under the laws of the State of Missouri, is offering by private placement, through this Confidential Private Placement Memorandum (the “**Memorandum**” or “**PPM**”), a limited number of Unsecured Debentures (the “**Securities**” or “**Notes**”) in the Company to a select group of sophisticated qualified Investors (the “**Investors**”) as described herein. The Company is authorized to issue additional classes of Securities from time to time pursuant to other offering materials containing financial terms and conditions that may differ from those set forth herein. As of the date set forth hereof, the Company is offering Unsecured Debentures in one (1) class. The Company's investment objective and strategy with regard to the Securities are set forth below, and Investors are directed to such materials. The Company may, from time to time, refine or change the Company's strategy without prior notice to, or approval by, the Noteholders

Company Headquarters

The Company's offices are located at 518 West Commercial Street, Mansfield, Missouri 65704 where the Company occupies approximately 2,950 Square Feet. The Company believes that the space currently available will be sufficient to accommodate its operations as described in this Memorandum.

Legal and Regulatory Issues

The Company is not presently a party to any material litigation, nor to the knowledge of Management is any litigation threatened against the Company, which may materially affect the business of the Company or its assets.

INVESTMENT OBJECTIVE AND STRATEGIES

Investment Objective and Strategy

The Company seeks to (i) achieve long-term capital appreciation and (ii) consistently generate positive returns irrespective of economic and/or stock market volatility or direction, while focusing on preservation of capital.

The Company may, from time to time in its sole discretion, invest the Company's assets directly in any other manner that the Company, in its sole discretion, believes is consistent with the investment objective of the Company.

One or more banks, financial institutions or other entities (the "**Credit Facility Lenders**") may provide the Company with a revolving credit facility (the "**Credit Facility**") for short-term borrowing (i.e. in order to fund redemptions). All fees relating to the Credit Facility with respect to the Company arrangement are borne by the Company. In the event of a default in the payment of any amount due under the Credit Facility, the principal of all loans under the Credit Facility may bear a greater interest than otherwise applicable to loans under the Credit Facility. The Credit Facility can be refinanced and other lenders brought in, at the Company's discretion, at terms that may or may not be as favorable as the initial terms of the Credit Facility.

Distributions and Reinvestment

The Company does not intend that any dividends or other distributions will be paid to the Noteholders out of the Company's current earnings and profits, but rather that such income will be reinvested. Potential Investors should keep this limitation in mind when determining whether or not an investment in the Company is suitable for their particular circumstances. The Company reserves the right to change such policy without the consent of the Noteholders and in the event the Company changes its policy regarding dividends or distributions such distributions or dividends may be made in cash or in kind.

The foregoing description is general and is not intended to be exhaustive. Investors must recognize that there are inherent limitations on all descriptions of investment processes due to the complexity, confidentiality and subjectivity of such processes.

MANAGEMENT

Directors, Members and Key Employees

The Company has no board of Directors or Key Employees.

Vineyard Court LLC

The Managing Member

The Company is led and managed by Bill Cassell, the Managing Member. William Cassell. As resident of Mansfield, Missouri, Mr. Cassell has been in the hospitality and multifamily construction industry supplying cabinets and granite tile for more than 30 years. He is a co-owner of a large cabinet factory in China and a consultant to several tile factories in Brazil and Spain with regards to new product development. In addition, Mr. Cassell is a consultant to several US-based companies with regard to foreign product sourcing and development. He is an exclusive mid-west distributor for a line of cabinets out of Shanghai, China and an entire brand of tile from Spain.

Mr. Cassell has been named in civil judgments related to businesses where he served as a director. These matters arose from disputes in which customers sought refunds after receiving the purchased product. While Mr. Cassell was not directly involved in these transactions, the resulting judgments extended to him by default.

Luke Draily Construction v. IBS Home Solutions (Case No. 20WR-TJ00001) – A judgment was entered on 1/21/2020 for \$107,802.97. The plaintiff has not pursued collection.

Long & Robinson LLC – A civil judgment was filed on 1/23/2017 for \$27,976. No further action has been taken by the creditor.

Mr. Cassell has an outstanding federal tax lien of \$135,475. Mr. Cassell affirms this to be no more than administrative issue with the IRS and is working with the agency, along with his accountant, to resolve the matter.

Management Compensation

The Company may enter into employment agreements with its Managing Member and each of its Key Employees. The Company can terminate these agreements at any time, subject to certain severance obligations and by the employee upon thirty (30) days advance written notice to the individual. The Company's employment agreements also include a confidentiality clause, a non-compete provision, and provisions restricting the solicitation of employees or customers.

There is no accrued compensation that is due to any Key Employee. Each Key Employee will be entitled to reimbursement of expenses incurred while conducting Company business. Each Key Employee may also share in the profits of the Company, as described herein, when and if revenues are disbursed. The Company reserves the right to reasonably increase the salaries of its Key Employees assuming the business is performing profitably and Company revenues are growing on schedule. Any augmentation of these salaries will be subject to the profitability of the Company and the effect on the Company's cash flows.

The Company's Managing Member has agreed to defer his salary until May 2025.

Change of Control Agreements

The Company has not entered into any Change of Control Agreements with its Key Employees.

Benefit Plans

The Company has currently not adopted any incentive or employee benefit plan for any of its Key Employees, employees or Members.

Fiduciary Responsibilities of the Directors and Executives

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

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Indemnification. The Company, to its Directors, Key Employees or controlling persons, pursuant to Missouri State law, permits indemnification. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

Director Liability and Indemnification

The Company's bylaws require that the Company indemnify its Directors and Key Employees from certain claims, liabilities and expenses under certain circumstances and subject to certain limitations and the provisions of Missouri State law. Under Missouri State law, a company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than by or in the right of the company) by reason of the fact that he/she/it is or was a Director, Key Employee, employee or agent of the company, against expenses actually and reasonably incurred by him/her/it in connection with an action, suit or proceeding if the person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the company. With respect to a criminal action or proceeding, such Director, Key Employee or employee must have had no reasonable cause to believe his/hers/its conduct was unlawful.

Force Majeure and Indemnification Clause

1. **Force Majeure:** The Company shall not be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, government regulations, natural disasters, fire, flood, earthquake, explosion, civil commotion, strikes, labor disputes, or any other event that is beyond the control of the Company (a "Force Majeure Event"). The Company shall promptly notify the other party of the occurrence of such Force Majeure Event and shall use all reasonable efforts to mitigate the effects of such Force Majeure Event on the performance of its obligations under this Agreement.
2. **Indemnification:** The other party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, and affiliates from and against any and all claims, losses, liabilities, damages, expenses, and costs (including reasonable attorneys' fees and court costs) arising out of or resulting from:
 - (a) the Indemnifying Party's breach of any representation, warranty, or obligation under this Agreement;
 - (b) the Indemnifying Party's negligence or willful misconduct in connection with the performance of its obligations under this Agreement; and
 - (c) any claim that the Indemnifying Party's actions or omissions caused harm to a third party.

The Indemnifying Party shall not be liable for any indirect, incidental, special, punitive, or consequential damages, even if the Company has been advised of the possibility of such damages.

The Company will obtain a life insurance policy with limits of \$1,000,000 to cover any unsecured debenture issued through this offering.

TERMS OF THE OFFERING

The minimum initial investment in the Company is \$27500. The Company may, in its sole discretion, decide to accept a lesser amount with respect to initial and/or additional capital contributions. The initial investment and additional capital contributions constitute capital contributions (“**Capital Contributions**”) to the Company. Subscriptions must be paid in U.S. Dollars or, in the sole discretion of the Company; in-kind contributions may be accepted. Investors may be admitted to the Company or may make additional Capital Contributions as of the first Business Day of each calendar month, or at such other times determined by the Company in its sole discretion. In the event that the Company elects to accept a subscription in the form of securities, such securities will be valued in accordance with the discussion herein under “DETERMINATION OF NET ASSET VALUE.”

All subscriptions are subject to acceptance by the Company which may reject a subscription in whole or in part for any or no reason. The Company will promptly notify the subscriber of such acceptance or rejection. Subscribers may not withdraw or revoke their subscriptions. If the subscriber is not admitted to the Company, the Company will promptly return the amount of the subscription payment to the subscriber, without interest.

Description of Securities Offered

The following is a summary of material provisions governing the issuance of the Company’s Debentures.

(i) The Company is offering a minimum of 5 Unsecured Debentures (the “**Securities**” or “**Notes**”) and a maximum of 10 Unsecured Debentures.

(ii) The Face Value of each Debenture is \$27500. The Face Value was arbitrarily set by the Company.

(iii) The Annual Interest Rate for each Debenture is 14%, payable monthly.

(iv) The offering price per each Debenture is \$27500.

(v) The Maturity Date of each Debenture/Term is 10 years.

(vi) Investors holding Unsecured Debentures will not have the ability to vote on the Company’s Board of Directors or to appoint any Key Employees.

(vii) The Debentures are equal in all respects.

In the event of the dissolution, liquidation or winding up of the Company, the assets legally available for distribution to the holders of the Debentures will be distributed ratably among the Noteholders in proportion to their holdings.

The Company will furnish annual unaudited reports to its Noteholders 60 days after the end of its fiscal year. The Company may issue other interim reports to its Noteholders, as it deems appropriate. The Company's fiscal year ends of December 31st of each year.

Plan of Distribution

The Unsecured Debentures (the "**Securities**") are being offered directly by the Company to a select group of Investors who meet the suitability standards set forth herein and, on the terms, and conditions set forth in this Memorandum. The Company is offering the Securities on a "best efforts" basis. The Company will use its best efforts to sell the Securities to Investors. There can be no assurance that all or any of the Securities offered will be sold.

The Company will accept subscriptions as they are received subject to the established minimum investment of \$27500; however, subscribers have no assurance that all or any minimum portion of the Securities will be sold. The Company also reserves the right to withdraw, cancel, or modify this Offering and to reject subscriptions in whole or in part for the purchase of any of the Securities.

The Company is seeking to raise a minimum of 137500 (the "Minimum Offering Amount") through this Offering. This Offering will terminate on July 1st, 2025 (the "Termination Date"), unless extended as described below.

If the Minimum Offering Amount is not fully subscribed by the Termination Date, and the Company does not exercise its reserved right to extend the Offering, all subscription funds received from investors will be promptly returned to them without interest or deduction.

The Company reserves the right to extend the Termination Date for an additional period of up to 90 days. No notice of extension is required to be given to investors who have already subscribed before the extension takes place.

The Company also reserves the right to terminate the Offering at any time. If the Company chooses to terminate this Offering and/or chooses not to exercise its reserved right to extend the Termination Date, investors who have already subscribed will receive due notice of the Company's decision, and the Company will promptly return any funds already received to investors.

Upon completion of the Offering between 5 and 10 Debentures will be issued and outstanding.

Prospective Investors who desire to purchase Securities under this Offering must complete a Subscription Agreement in the form provided with this Memorandum, a prospective Investor Verification Questionnaire in the form provided with this Memorandum and deliver it to the

Company along with a wire transfer, or a check made payable to the Company for the amount subscribed. The Company will hold all subscription payments in a subscription escrow account for the benefit of subscribers. Securities will be issued in such name as shall be provided for in the accepted Subscription Agreement and shall be delivered by the Company to the Investor as soon as practicable following the Company's acceptance. The Securities will be delivered to the address specified in the Subscription Agreement. The Company reserves the right to reject any subscription in whole or in part in its sole discretion. In the event a subscription is rejected, all funds delivered to the Company with such subscription will be returned to the subscriber as soon as practicable following rejection. The Company will not assume any liabilities for costs or interest.

The Company may retain individuals, broker-dealers, independent contractors or firms to act as its agents in this Offering and may pay such agents compensation in the form of cash or rights to purchase Membership Units of the Company. All selling commissions, placement fees, compensation paid to broker-dealers or independent contractors and other offering costs paid or incurred in connection with the Offering shall not exceed the maximum sales compensation permitted to be paid under Federal and state securities laws and applicable rules and regulations.

Commencing on the date of this Memorandum all funds received by the Company in full payment of subscriptions for the Securities will be deposited in an escrow account. The Company has established an Escrow Holding Account with North Capital, into which the minimum offering proceeds (\$137500) will be placed. At least 5 Debentures must be sold for \$137500 before such proceeds will be released from the escrow account and made available to the Company. After the minimum offering proceeds (\$137500) is achieved, all subsequent proceeds from the sale of the Securities will be delivered directly to the Company and be available for its use. Subscriptions for the Securities are subject to rejection by the Company at any time.

How to Subscribe for the Notes

Purchasers of the Notes will receive an Investor Subscription Package containing an Investor Verification Questionnaire and two copies of the Subscription Agreement. The Company will serve as its own register and transfer agent with respect to its Notes. The purchaser must complete, date, execute and deliver to the Company the following documents, as applicable, all of which are included as part of the Investor Subscription Package and available from the Company:

- (i) Subscription Agreement: Two originally signed copies of the Subscription Agreement.
- (ii) Investor Verification Questionnaire: An originally signed copy of the Investor Verification Questionnaire.
- (iii) Funds: A check payable to the Company in the amount of \$27500 per Note for each Note purchased as called for in the Subscription Agreement.

Subscribers may not withdraw subscriptions that are tendered to the Company (Florida, Georgia and Pennsylvania Residents See NASAA Legend in this Prospectus for important information).

Registrar and Transfer Agent

The Company will serve as its own register and transfer agent with respect to its Securities.

Recent Sales of Debentures

None.

Summary of The Offering

Securities Offered	Unsecured Debentures
Annual Interest Rate	14%
Face Value per Note	\$27500
Maturity Date/Term	10 years
Offering Price	\$27500 per Note
Total Notes Offered	10
Minimum Notes Offered	5
Investor Qualification	The Company will require each Investor to represent in the Subscription Agreement that the Investor is able to evaluate the merits of this investment and that he/she or it qualifies or does not qualify as an Accredited Investor under the Securities Act of 1933.
Subscription Agreement	Each Investor will be required to enter into a Subscription Agreement in the form attached as Exhibit A to this Memorandum.
Minimum Investment	1 Debenture(s). \$27500 unless waived by the Company.
Offering Period	The Offering will terminate on July 1st, 2025 unless the Company extends the Offering for up to 90 days after July 1st, 2025. The Company reserves the right to terminate the Offering at any time and will not provide any notice in the event the Offering is extended beyond July 1st, 2025.
Use of Proceeds	See “Use of Proceeds Statement”
Restrictions on Transferability	The Company's Debentures sold in this Offering will be restricted under the Securities Act of 1933, as amended, and will not be transferable, except in compliance with the Act and applicable state securities laws. (See “Important Notices”).
Voting Privileges	The Company’s Debentures do not vest voting privileges to Investors unless converted into Membership Units.
Debentures Outstanding Before the Offering	0
Debentures Outstanding After the Offering ¹	10

¹ Assumes all Debentures offered are subscribed to and sold.

INVESTOR SUITABILITY

Investor Suitability Standards

Each purchaser of the Securities must bear the economic risk of his/hers/its investment for an indefinite period of time (subject to its limited right to withdraw capital from the Company as more specifically described in the Company Operating Agreement and herein) because the Securities have not been registered under the Securities Act of 1933, as amended (the “**Securities Act**”), and, therefore, cannot be sold unless they are subsequently registered under the Securities Act or an exemption from such registration is available. It is not contemplated that any such registration will ever be affected, or that certain exemptions provided by rules promulgated under the Securities Act (such as Rule 144) will be available. There is no public market for the Securities now nor is one expected to develop in the future. The Securities are being offered in reliance upon the exemption provided in Section 4(2) of the Securities Act and Regulation D thereunder. The Securities have not been registered under the securities laws of any state or other jurisdiction and are not offered in any state of the United States except pursuant to an exemption from registration. The Company Operating Agreement provides that an Investor may not assign, transfer or hypothecate its Securities (except by operation of law), nor substitute another person as an Investor/Noteholder, without the prior consent of the Company, which may be withheld for any reason. The foregoing restrictions on transferability must be regarded as substantial, and are clearly reflected in the Company records.

Each purchaser of a Security is required to represent that the Security is being acquired for his/her/its own account, for investment, and not with a view to resale or distribution. The Securities are suitable investments only for sophisticated Investors for whom an investment in the Company does not constitute a complete investment program and who fully understand, are willing to assume, and who have the financial resources necessary to withstand the risks involved in the Company’s specialized investment program and to bear the potential loss of their entire investment in the Securities.

Qualified Purchaser – “Accredited Investor”

The Company will conduct the Offering in such a manner that the Securities may be sold to an unlimited number of “Accredited Investors” as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933 (the “**Securities Act**”).

A prospective Investor will qualify as an “Accredited Investor” if he/she/it meets any one of the following criteria:

(i) Any natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase, exceeds \$1,000,000;

(ii) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of \$300,000 in each of those years and who has a reasonable expectation of reaching the same income level in the current year;

(iii) Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities and Exchange Act of 1934 (the “**Exchange Act**”); any insurance company as defined in Section 2(13) of the Exchange Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company (SBIC) licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are Accredited Investors;

(iv) Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;

(v) Any organization described in Section 501(c)(3)(d) of the Internal Revenue Code, corporation, business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

(vi) Any director or executive officer, or general partner of the Company of the securities being sold, or any director, executive officer, or general partner of a general partner of that Company;

(vii) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 506(c)(2)(ii) of Regulation D adopted under the Act; and

(viii) Any entity in which all the equity owners are Accredited Investors.

Prospective Investors resident in certain states of the United States may be required to meet more demanding suitability standards imposed by the securities laws of those states. Each prospective Investor will represent in its Subscription Agreement that it satisfies the above standards.

The Securities will not be sold to any person unless such prospective purchaser or his/her or its duly authorized representative shall have represented in writing to the Company in a Subscription Agreement provided by the Company that:

(i) The prospective purchaser has adequate means of providing for his/her/its current needs and personal contingencies and has no need for liquidity in the investment of the Securities; and

(ii) The prospective purchaser's overall commitment to investments which are not readily marketable is not disproportionate to his/her/its net worth and the investment in the Securities will not cause such overall commitment to become excessive; and

(iii) The prospective purchaser's status as either an "Accredited Investor" (as defined below) or a non-Accredited Investor suitable for purchase of the Securities; and

(iv) Each Investor acquiring the Securities will be required to represent that he/she/it is purchasing the Securities his/her/its own account for investment purposes and not with a view to resale or distribution.

The foregoing suitability standards represent the minimum suitability requirement for prospective Investors in the Company and satisfaction of these standards does not necessarily mean that an investment in the Company is a suitable investment for a prospective Investor. In all cases, the Company shall have the right, in its sole discretion, to refuse a subscription for Securities for any reason, including, but not limited to, its belief that the prospective Investor does not meet the applicable suitability requirements or that such an investment is otherwise unsuitable for that Investor.

Each prospective Investor is urged to consult with its own advisers to determine the suitability of an investment in the Securities and the relationship of such an investment to the Investor's overall investment program and financial and tax position. Each potential Investor is required to further represent that, after all necessary advice and analysis, its investment in the Company's Securities is suitable and appropriate, in light of the foregoing considerations.

The method of subscription is described in the Subscription Documents.

Purchases by Employee Benefit Plans

An ERISA Fiduciary should give appropriate consideration to the facts and circumstances that are relevant to an investment in the Company, and the role it plays in the employee benefit plans' (the "**Plan**" or "**Plans**") investment portfolio.

Investment by an Employee Benefit Plan is subject to certain additional considerations because investments of Plans are subject to ERISA, as well as certain restrictions imposed by Section 4975 of the Code. United States Department of Labor ("**DOL**") Regulation Section 2510.3-101 (the "**Regulation**") provides certain rules for determining whether an investment in the Company by a Plan will be treated as investment by such plans in the underlying capital of the Company. Accordingly, the Company may be compelled to require the withdrawal of some or all of the Capital Accounts held by such Plans or accounts if necessary to comply with such policy.

Acceptance of subscriptions on behalf of employee benefit plans is in no respect a representation by the Company or the Company that this investment meets all relevant legal requirements with respect to investments by any particular Plan or that this investment is appropriate for any particular Plan. The person with investment discretion should consult with his/her/its attorney as to the propriety of such an investment in light of the circumstances of the particular Plan.

Other Requirements

No subscription for the Securities will be accepted from any Investor unless he/she/it is acquiring the Securities for his/her/its own account (or accounts as to which he/she/it has sole investment discretion), for investment and without any view to sale, distribution or disposition thereof. Each prospective purchaser of the Securities may be required to furnish such information as the Company may require in determining whether any person or entity purchasing the Securities is an Accredited Investor.

DESCRIPTION OF THE SECURITIES

The following is a summary of the material provisions governing the Company's Unsecured Debentures (the "Note" or "Notes").

Vineyard Court LLC (the "Company" or "Maker") is offering a minimum of 5 and a maximum of 10 Unsecured Debentures. Each Note bears a Face Value of \$27500 per Note and an annual interest over the term of the Note of 14% Simple Interest paid monthly. Each Note is offered at a price of \$27500 per Note with a maturity date/term of 10 years. All principal shall be paid at maturity. Principal may be prepaid at the sole discretion of the Company, without a prepayment penalty. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as Exhibit B. ^[1]_[SEP]

The Notes are equal in all respects, and upon completion of the Offering, the Notes will comprise the only representation of long-term debt that the Company will have issued and outstanding to date.

Notes are not redeemable and do not have conversion rights

The Notes to be issued upon completion of this Offering will be, fully paid and non-assessable.

In the event of the dissolution, liquidation or winding up of the Company, the assets legally available for distribution to the Noteholders will be distributed ratably among such Noteholders in proportion to their Notes.

Interest shall be due and payable monthly and based on the commencement date of the Note. The entire Principal shall be due and payable to the Noteholder no later than one hundred twenty (120) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

The Company will furnish annual unaudited reports to its Noteholders 60 days after its fiscal year. The Company may issue other interim reports to its Noteholders as it deems appropriate. The Company's fiscal year ends of December 31 of each year.

The Company's Operating Agreement provides that the Company may amend the provisions of the Company's Operating Agreement so that it conforms to any applicable requirements of the SEC, NASD, FINRA and other regulatory authorities.

SOURCES AND APPLICATION OF FUNDS

Sources of Funds

The table below reflects the funds to be raised in this Offering, plus the assumed retained earnings and debt financing needed to execute the Company's business plans. These are projections only and actual financial performance will vary and may be materially different.

Vineyard Court LLC Sources of Funds

	Minimum \$137500	Maximum \$275000
Current Long-Term Debt	\$0	\$0
New Capital:		
From Investors	\$137500	\$275000
Estimated Offering Expenses	\$5000	\$5000
Net Offering Proceeds	\$132500	\$270000
Total Long-Term Debt	\$132500	\$270000

As of the publication of this Memorandum, we cannot specify with certainty the particular uses for the net proceeds we receive from this Offering. A more detailed discussion of the expected uses of funds can be found in the financial projections contained in the Exhibits. Unforeseen expenses for categories not appearing in our projected Profit & Loss or Cash Flow Statements, or higher than anticipated costs for human resources, may result in a scale-back of day-to-day operations, planned development activities, and/or marketing and sales initiatives.

The Directors, Key Employees and Employees of the Company are selling any Securities in this Offering. No compensatory sales fees or related commissions will be paid to such persons. Registered broker or dealers who are members of the FINRA and who enter into a Participating Dealer Agreement with the Company may sell the Notes. Such brokers or dealers may receive commissions up to 14% of the price of the Notes sold.

Plan of Distribution and Use of Proceeds

The Securities issued hereunder will be privately placed with a limited number of Investors (see “SUITABILITY”). The net proceeds of the private offering contemplated herein (after payment of expenses) are expected to be invested at all times in accordance with the policies set forth under “INVESTMENT OBJECTIVE AND STRATEGY.” The Company, without limitation, may hold cash or invest in cash equivalents for short-term investments. Among the cash equivalents in which the Company may invest are: (i) obligations of the U.S. Government, its agencies or instrumentalities or governmental agencies of other developed nations; (ii) commercial paper; and (iii) repurchase agreements, money market mutual funds, and certificates of deposit and bankers’ acceptances issued by domestic branches of U.S. banks that are members of the Federal Deposit Insurance Corporation or other similar banks.

While not presently contemplated, the Company may also enter in repurchase and reverse repurchase agreements involving the preceding instruments, as well as invest in money market mutual funds.

The Company also expects to use the net proceeds from this Offering for working capital, capital expenditures, the repayment of outstanding debt, estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering, marketing, sales and product development.

The Company may use a portion of the net proceeds to acquire complementary products, technologies, or businesses in the event such an opportunity arises; however, at present, the Company doesn’t have any commitments or agreements with respect to any acquisitions. The Company may also use a portion of the funds to pay certain creditors. The extent of which funds will be used to retire debt is not yet known; however, Investors should be aware that funds utilized for debt retirement will not be available to support the Company’s growth.

Assuming all of the funds can be obtained as projected, the Cash Flow Statement in the Exhibits sets forth the anticipated spending on capital expenditures. The dollar amounts reflect the Company’s best estimates.

**Vineyard Court LLC
Application of Funds**

Gross Offering Proceeds	\$137500	Per Cent	\$275000	Per Cent
Offering Expenses	\$5000	3.6%	\$5000	1.8%
Commissions	\$0	%	\$0	%
Total Offering Expenses & Fees	\$5000	3.6%	\$5000	1.8%
Net Offering Proceeds	\$132500	3.7%	\$270000	1.8%

The Company reserves the right to change the use of proceeds, provided that such reservation is due to certain contingencies that are discussed specifically and the alternatives to such use in that event are indicated.

FINANCIAL STATEMENTS

**COMPANY
BALANCE SHEETS
AS OF JUNE 30, 2024**

	Actual (Unaudited)	As Adjusted (Unaudited)
ASSETS		
Cash & Equivalents	\$0	\$0
Accounts Receivable	\$0	\$0
Total Current Assets	\$0	\$0
Fixed Assets	\$37,000	\$37,000
Other Assets	\$0	\$0
Total Assets	\$37,000	\$37,000
LIABILITIES & STOCKHOLDER'S EQUITY		
Total Current Liabilities	\$0	\$0
Long-term Liabilities	\$0	\$0
Total Liabilities	\$0	\$0
Stockholders' Equity	\$37,000	\$37,000
Total Liabilities & Stockholders' Equity	\$37,000	\$37,000

Convertible Securities

The Company has issued no securities that may be converted into Membership Units.

Going Concern and Uncertainty

The Company has no operational history and the Company has yet to generate an internal cash flow from its business operations. These factors raise substantial doubt as to the ability of the Company to continue as a going concern.

Management's plans with regard to these matters encompass the following actions: 1) obtain funding from new Investors to alleviate the Company's working deficiency, and 2) implement a plan to generate sales. The Company's continued existence is dependent upon its ability to translate its vast user base into sales. However, the outcome of management's plans cannot be ascertained with any degree of certainty. The accompanying financial statements do not include any adjustments that might result from the outcome of these risks and uncertainties.

RISK FACTORS

Investing in the Company's Securities is very risky. Investors should be able to bear a complete loss of their investment. Investors should carefully consider the following factors.

General Risk Factors

1. The Company participates in a highly competitive market and increased competition may adversely affect its business.

2. The demand for the Company's Debentures depends in part on our customers' research and development and the clinical and market success of their products. The Company's business, financial condition and results of operations may be harmed if its customers spend less on or are less successful in these activities.

3. The Company is subject to product and other liability risks that could adversely affect our results of operations, financial condition, liquidity and cash flows.

4. Failure to comply with existing and future regulatory requirements could adversely affect the Company's results of operations and financial condition.

5. Failure to provide quality offerings to our customers could have an adverse effect on our business and subject us to regulatory actions and costly litigation.

6. The services and offerings the Company provides are highly exacting and complex and any problem we encounter while providing our products or services could cause our business to suffer.

7. The Company's global operations are subject to a number of economic, political and regulatory risks that are beyond our control.

8. If we do not enhance our existing or introduce new technology or service offerings in a timely manner, our offerings may become obsolete over time, customers may not buy our offerings and our revenue and profitability may decline.

9. The Company and our customers depend on patents, copyrights, trademarks and other forms of intellectual property protections, which may turn out to be inadequate.

10. The Company's future results of operations are subject to fluctuations in the costs, availability, and suitability of the components of the products we manufacture, including active ingredients, excipients, purchased components, and raw materials.

11. Changes in market access in the United States or internationally could affect purchases by consumers of our customers' products and thereby adversely affect our results of operations and financial condition.

12. Fluctuations in the exchange rate of the U.S. dollar and other foreign currencies could have a material adverse effect on our international business results and thereby adversely affect our results of operations and financial condition.

13. Tax law changes or challenges to our tax positions could adversely affect our results of operations and financial condition

14. The Company's business is complex and depends on maintaining good relationships with suppliers, customers and regulators; thus, we are dependent on key personnel who are knowledgeable and experienced concerning our business.

15. Risks generally associated with our information systems could adversely affect our results of operations.

16. The Company may in the future engage in acquisitions and other transactions that may complement or expand our business or divest of non-strategic businesses or assets. We may not be able to complete such transactions, and such transactions, if executed, pose significant risks and could have a negative effect on our operations.

17. The Company may not be able to integrate previous or future acquisitions as intended and achieve all projected synergies or other cost savings.

18. The Company's offerings and our customers' products may infringe on the intellectual property rights of third parties.

19. The Company is subject to environmental, health and safety laws and regulations, which could increase our costs and restrict our operations in the future.

20. The Company is subject to labor and employment laws and regulations, which could increase our costs and restrict our operations in the future.

21. Certain of our pension plans are underfunded, and additional cash contributions we may be required to make will reduce the cash available for our business.

22. The Company's substantial leverage could adversely affect our ability to raise additional capital to fund our operations, limit our ability to react to changes in the economy or in our industry, expose us to interest rate risk to the extent of our variable rate debt and prevent us from meeting our obligations under our indebtedness.

Company Risk Factors

1. Development Stage Business

The Company commenced operations on April 8th, 2024, and is organized as a Limited Liability Company under the laws of the State of Missouri. Accordingly, the Company has only a limited history upon which an evaluation of its prospects and future performance can be made. Furthermore, some Managers and Key Employees have little to no operating history. Past performance of any Manager or Key Employee or the success of the Managing Member in any similar venture is no assurance of future success.

The Company's proposed operations are subject to all business risks associated with new enterprises. The likelihood of the Company's success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the expansion of a business, operation in a competitive industry, and the continued development of advertising, promotions and a corresponding customer base. There is a possibility that the Company could sustain losses in the future. There can be no assurances that the Company will even operate profitably.

2. Inadequacy of Funds

Gross offering proceeds of a minimum of \$137500 and a maximum of \$275000 may be realized. Management believes that such proceeds will capitalize and sustain the Company sufficiently to allow for the implementation of the Company's business plans. If only a fraction of this Offering is sold, or if certain assumptions contained in management's business plans prove to be incorrect, the Company may have inadequate funds to fully develop its business and may need additional financing or other capital investment to fully implement the Company's business plans.

3. Dependence on Management

In the early stages of development the Company's business will be significantly dependent on the Company's management team. The Company's success will be particularly dependent upon its Managing Member and Key Employees. The loss of any one of these individuals could have a material adverse effect on the Company. See "MANAGEMENT" section.

4. Risks Associated with Expansion

The Company plans on expanding its business through the introduction of a sophisticated marketing campaign. Any expansion of operations the Company may undertake will entail risks. Such actions may involve specific operational activities, which may negatively impact on the profitability of the Company. Consequently, Investors must assume the risk that (i) such expansion may ultimately involve expenditures of funds beyond the resources available to the Company at that time, and (ii) management of such expanded operations may divert management's attention and resources away from its existing operations, all of which factors may have a material adverse effect on the Company's present and prospective business activities.

5. Customer Base and Market Acceptance

The Vineyard Court targets a diverse clientele, including tourists and business professionals, by providing high-end amenities and leveraging advanced property management technology for a seamless guest experience. While the Company believes it can further develop the existing customer base, and develop a new customer base through the marketing and promotion of the website, the inability of the Company to further develop such a customer base could have a material adverse effect on the Company. Although the Company believes that its product matrix and its interactive website offer advantages over competitive companies and products, no assurance can be given that Company's products and website will attain a degree of market acceptance on a sustained basis or that it will generate revenues sufficient for sustained profitable operations.

6. Competition

Outside a few Airbnb units in the surrounding area, the presence of any hospitality options within a 20-to-35-mile radius of the property is nonexistent. The nearest lodging option east of the Vineyard Court property is the Comfort Inn in Mountain Grove which is twenty miles away. No lodging options are available for about thirty-five miles west until Springfield, MO.

While there does exist some current competition, Management believes that the Company's products are demographically well positioned, top quality and unique in nature while offering greater value. The expertise of Management combined with the innovative nature of its marketing approach, set the Company apart from its competitors. However, there is the possibility that new competitors could seize upon the Company's business model and produce competing products or services with similar focus. Likewise, these new competitors could be better capitalized than the Company, which could give them a significant advantage. There is the possibility that the competitors could capture significant market share of the Company's intended market.

7. Trends in Consumer Preferences and Spending

The Company's operating results may fluctuate significantly from period to period as a result of a variety of factors, including purchasing patterns of customers, competitive pricing, debt service and principal reduction payments and general economic conditions. There is no assurance that the Company will be successful in marketing any of its products or that the revenues from the sale of such products will be significant. Consequently, the Company's revenues may vary by quarter and the Company's operating results may experience fluctuations and there can be no assurances that appreciation will occur.

8. Risks of Borrowing

If the Company incurs indebtedness, a portion of its cash flow will have to be dedicated to the payment of principal and interest on such indebtedness. Typical loan agreements also might contain restrictive covenants, which may impair the Company's operating flexibility. Such loan agreements would also provide for default under certain circumstances, such as failure to meet certain financial covenants. A default under a loan agreement could result in the loan becoming immediately due and payable and, if unpaid, a judgment in favor of such lender which would be senior to the rights of Members, and possibly those of the Noteholders, of the Company. A judgment creditor would have the right to foreclose on any of the Company's assets resulting in a material adverse effect on the Company's business, operating results or financial condition.

9. Unanticipated Obstacles to Execution of the Business Plan

The Company's business plans may change significantly. Many of the Company's potential business endeavors are capital intensive and may be subject to statutory or regulatory requirements. Management believes that the Company's chosen activities and strategies are achievable in light of current economic and legal conditions with the skills, background, and knowledge of the Company's principals and advisors. Management reserves the right to make significant modifications to the Company's stated strategies depending on future events.

10. Management Discretion as to Use of Proceeds

The net proceeds from this Offering will be used for the purposes described under "Use of Proceeds." The Company reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which it deems to be in the best interests of the Company and its Members in order to address changed circumstances or opportunities. As a result of the foregoing, the success of the Company will be substantially dependent upon the discretion and judgment of Management with respect to application and allocation of the net proceeds of this Offering. Investors for the Securities offered hereby will be entrusting their funds to the Company's Management, upon whose judgment and discretion the Investors must depend.

11. Lack of Management Control by Investors

As of March 1st, 2025 the Company's principal Membership Unit Holders owned approximately 100% of the Company's outstanding Membership Units. Investors will become Creditors of the Company but cannot take part in the management or control of the Company. The Company, Managing Member and Key Employees have wide latitude in making investment decisions. The Investors do not have such rights. The Company may require any Noteholder, at any time, to withdraw, in whole or in part, as a Creditor from the Company.

12. Return of Profits

The Company intends to retain any initial future earnings to fund operations and expand the Company's business. A Noteholder will be entitled to receive only annual interest payments as described within this Memorandum.

13. No Assurances of Protection for Proprietary Rights; Reliance on Trade Secrets

In certain cases, the Company may rely on trade secrets to protect intellectual property, proprietary technology and processes, which the Company has acquired, developed or may develop in the future. There can be no assurances that secrecy obligations will be honored or that others will not independently develop similar or superior products or technology. The protection of intellectual property and/or proprietary technology through claims of trade secret status has been the subject of increasing claims and litigation by various companies both in order to protect proprietary rights as well as for competitive reasons even where proprietary claims are unsubstantiated. The prosecution of proprietary claims or the defense of such claims is costly and uncertain given the uncertainty and rapid development of the principles of law pertaining to this area. The Company, in common with other firms, may also be subject to claims by other parties with regard to the use of intellectual property, technology information and data, which may be deemed proprietary to others.

14. Limited Transferability and Liquidity

To satisfy the requirements of certain exemptions from registration under the Securities Act, and to conform with applicable state securities laws, each Investor must acquire his/her/its Securities for investment purposes only and not with a view towards distribution. Consequently, certain conditions of the Securities Act may need to be satisfied prior to any sale, transfer, or other disposition of the Securities. Some of these conditions may include a minimum holding period, availability of certain reports, including financial statements from the Company, limitations on the percentage of Securities sold and the manner in which they are sold. The Company can prohibit any sale, transfer or disposition unless it receives an opinion of counsel provided at the holder's expense, in a form satisfactory to the Company, stating that the proposed sale, transfer or other disposition will not result in a violation of applicable federal or state securities laws and regulations. No public market exists for the Securities and no market is expected to develop. Consequently, owners of the Securities may have to hold their investment indefinitely and may not be able to liquidate their investments in the Company or pledge them as collateral for a loan in the event of an emergency.

16. Broker - Dealer Sales of Securities

The Company's Securities are not presently included for trading on any exchange, and there can be no assurances that the Company will ultimately be registered on any exchange. The NASDAQ Stock Market, Inc. has recently enacted certain changes to the entry and maintenance criteria for listing eligibility on the NASDAQ Small Cap Market. The entry standards require at least \$4 million in net tangible assets or \$750,000 net income in two of the last three years. The proposed entry standards would also require a public float of at least \$1 million shares, \$5 million value of public float, a minimum bid price of \$2.00 per share, at least three market makers, and at least 300 shareholders. The maintenance standards (as opposed to entry standards) require at least \$2 million in net tangible assets or \$500,000 in net income in two of the last three years, a public float of at least 500,000 shares, a \$1 million market value of public float, a minimum bid price of \$1.00 per share, at least two market makers, and at least 300 shareholders.

No assurance can be given that the Company will ever qualify for inclusion on the NASDAQ System or any other trading market until such time as the Principal holders of Membership Units deem it necessary and the Company is converted to a corporation. As a result, the Company's Membership Units are covered by a Securities and Exchange Commission rule that opposes additional sales practice requirements on broker-dealers who sell such securities to persons other than established customers and accredited Investors. For transactions covered by the rule, the broker-dealer must make a special suitability determination for the purchaser and receive the purchaser's written agreement to the transaction prior to the sale. Consequently, the rule may affect the ability of broker-dealers to sell the Company's Securities and will also affect the ability of holders of the Securities to sell their Securities in the secondary market.

17. Long Term Nature of the Investment

An investment in the Securities may be long-term and illiquid. As discussed above, the offer and sale of the Securities will not be registered under the Securities Act or any foreign or state securities laws by reason of exemptions from such registration, which depends in part on the investment intent of the Investors. Prospective Investors will be required to represent in writing that they are purchasing the Securities for their own account for long-term investment and not with a view towards resale or distribution. Accordingly, purchasers of Securities must be willing and able to bear the economic risk of their investment for an indefinite period of time. It is likely that Investors will not be able to liquidate their investment in the event of an emergency.

18. No Current Market for the Securities

There is no current market for the Securities offered in this private Offering and no market is expected to develop in the near future.

19. Compliance with Securities Laws

The Securities are being offered for sale in reliance upon certain exemptions from the registration requirements of the Securities Act, applicable Missouri State Securities Laws, and other applicable securities laws. If the sale of Securities were to fail to qualify for these exemptions, purchasers may seek rescission of their purchases of Securities. If a number of purchasers were to obtain rescission, the Company would face significant financial demands, which could adversely affect the Company as a whole, as well as any non-rescinding purchasers.

20. Offering Price

The offering price of the Securities has been arbitrarily established by the Company, considering such matters as the state of the Company's business development and the general condition of the industry in which it operates. The offering price bears little relationship to the assets, net worth, or any other objective criteria of value applicable to the Company.

21. Lack of Firm Underwriter

The Securities are offered on a "best efforts" basis by the Company without compensation and on a "best efforts" basis through certain FINRA registered broker-dealers, which enter into Participating Broker-Dealer Agreements with the Company. Accordingly, there is no assurance that the Company, or any FINRA broker-dealer, will sell the maximum Securities offered or any lesser amount.

22. Projections: Forward Looking Information

Management has prepared projections regarding the Company's anticipated financial performance. The Company's projections are hypothetical and based upon the presumed financial performance of the Company, the addition of a sophisticated and well-funded marketing plan, and other factors influencing the business of the Company. The projections are based on Management's best estimate of the probable results of operations of the Company, based on present circumstances, and have not been reviewed by the Company's independent accountants or auditors. These projections are based on several assumptions, set forth therein, which Management believes are reasonable. Some assumptions, upon which the projections are based, however, invariably will not materialize due the inevitable occurrence of unanticipated events and circumstances beyond Management's control. Therefore, actual results of operations will vary from the projections, and such variances may be material. Assumptions regarding future changes in sales and revenues are necessarily speculative in nature. In addition, projections do not and cannot take into account such factors as general economic conditions, unforeseen regulatory changes, the entry into the Company's market of additional competitors, the terms and conditions of future capitalization, and other risks inherent to the Company's business. While Management believes that the projections accurately reflect possible future results of the Company's operations, those results cannot be guaranteed.

23. General Economic Conditions

The financial success of the Company may be sensitive to adverse changes in general economic conditions in the United States, such as recession, inflation, unemployment, and interest rates and overseas, such as currency fluctuations. Such changing conditions could reduce demand in the marketplace for the Company's products. Management believes that the impending growth of the market, mainstream market acceptance and the targeted product line of the Company will insulate the Company from excessive reduced demand. Nevertheless, the Company has no control over these changes.

DILUTION

The purchasers of the Debentures offered in this Offering will not experience any immediate or substantial dilution of their investments.

In the future, the Company may also issue Debentures in connection with investments or acquisitions. The amount of Notes issued in connection with an investment or acquisition could constitute a material portion of our then-outstanding Debentures. Any issuance of additional Notes in connection with investments or acquisitions may result in additional risk to Investors.

LEGENDS

Commission Legend

The certificates representing the Unsecured Debentures sold pursuant to this Memorandum will be imprinted with a legend in substantially the following form:

"THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT AND SUCH OTHER APPLICABLE LAWS."

State Legends

Refer to "Exhibits" on page 53.

MISCELLANEOUS

Anti-Money Laundering Requirements

The United States, like many jurisdictions, is in the process of changing or creating anti-money laundering, embargo and trade sanctions or similar laws, regulations, requirements (whether or not force of law) and regulatory policies (collectively, “Regulations”), and the Company, in keeping with its responsibility to prevent money laundering, may require more extensive information concerning a Noteholder’s or prospective Investor’s identity and obtaining certain assurances from such persons or entities before a subscription application or redemption request can be processed. The Company will comply with the Bank Secrecy Act, the USA PATRIOT Act of 2001 and any other anti-money laundering, anti-terrorism and similar Regulation, including those promulgated by the United States Treasury Department, and will disclose any information required or requested by authorities in connection therewith. Each Investor will be required to agree in the Subscription Agreement, and will be deemed to have agreed by owning any Debenture, that such Investor will provide additional information or take such actions as may be necessary or advisable for the Company, in its sole judgment, to comply with any such Regulations. Each Investor, by executing the Subscription Agreement, consents, and by owning any Debenture, is deemed to have consented, to disclosure by the Company and its agents to relevant third parties of information pertaining to such Investor in respect of any such Regulation or information requests related thereto. The Company does not expect that its compliance with any Regulation referred to herein, including rules promulgated by the United States Department of the Treasury, will be in contravention or result in a violation of the Company’s privacy policy, as outlined in the Privacy Notice contained herein or the rules and regulations applicable thereto.

Access to Information

The offices of the Company and Managing Member are located at:

518 West Commercial Street, Mansfield, Missouri 65704.

The telephone number is 907-313-6260.

Prospective Investors are invited to review any materials available to the Company which can be acquired without unreasonable effort or expense that is necessary to verify the accuracy of any information relating to: the Company; the operations of the Company; this Offering; the Managing Member and Company Key Employees; and any other matters relating to this Offering.

Borrowing and Lending

The Company is authorized to borrow in order to fund withdrawal requests. The Company may use borrowed funds for this purpose. There are no restrictions on the Company's borrowing capacity other than limitations imposed by lenders and any applicable credit regulations. Loans are generally secured by securities or other assets of the Company pledged to lending institutions. Loans of cash or securities may also be made from or to other investment companies on such terms as are commercially reasonable, including without limitation, from or to investment companies similar to the Company. While the presence of leverage increases the potential for profit, it also involves a higher degree of risk of loss. Currently, the Company has no Credit Facility.

LEGAL AND ACCOUNTING MATTERS

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Exhibits