

LITXCHANGE LLC

A Texas Limited Liability Company

\$10,000,000 OFFERING

20,000 UNITS OFFERED

(Consisting of One Series A Non-Voting Membership Interest Per Unit)

Offering Price per Unit: \$500 Minimum Subscription: One-Hundred Units

FOR ACCREDITED INVESTORS ONLY

THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR ANY OTHER COMMISSION OR REGULATORY AUTHORITY, NOR HAS ANY SUCH COMMISSION, AUTHORITY, OR ATTORNEY GENERAL DETERMINED WHETHER IT IS ACCURATE OR COMPLETE OR PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THESE ARE SPECULATIVE SECURITIES AND INVOLVE A HIGH DEGREE OF RISK. SEE "RISK FACTORS" BEGINNING ON PAGE 9.

THE SECURITIES OFFERED ARE FOR SALE **ONLY TO ACCREDITED INVESTORS** (SEE "MEMORANDUM SUMMARY – INVESTOR SUITABILITY REQUIREMENTS" ON PAGE 7).

In the event you decide not to participate in this Offering, please destroy or return the entire Confidential Private Placement Memorandum to the principal office of the Company as set forth below:

Litxchange LLC
5900 Balcones Drive, Suite 400
Austin, TX 78731

The date of this Confidential Private Placement Memorandum is July 29, 2024.

LITXCHANGE LLC

A Texas Limited Liability Company

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(Consisting of One Series A Non-voting Membership Interest Per Unit)

Offering Price per Unit: \$500 Minimum Subscription: One-Hundred Units

FOR ACCREDITED INVESTORS ONLY

This Confidential Private Placement Memorandum (the "Memorandum") relates to the offer and sale to a select group of **accredited investors** of up to 200 units (the "Units") of the securities of Litxchange LLC (the "Company") for an aggregate offering price of \$10,000,000 (the "Offering"). Each Unit will consist of one Series A non-voting membership interest at a purchase price of \$50,000 per such interest (collectively, the "Series A Interests"). The minimum subscription by an investor is one Unit (\$50,000 minimum investment). The Units may also be referred to herein as "Securities."

All of the Units will be sold on a "best-efforts" basis which means that net Offering proceeds will be available to the Company upon receipt, acceptance and clearance thereof and that no minimum amount of Unit sales will be required in order to complete and close this Offering. There can be no assurance that all of the Units offered will be subscribed for.

The Company reserves the right in its sole discretion to sell fractionalized Units and may accept investments of less than the minimum subscription.

	Price Paid by Investors	Proceeds to the Company ⁽¹⁾
Per Minimum Subscription Offering Amount	\$ 50,000.00	\$ 50,000.00
	\$10,000,000.00	\$10,000,000.00

(1) Before deducting offering expenses payable by the Company, estimated to be up to approximately \$25,000, and, in the event the Company elects to retain a qualified placement agent, excluding potential commissions paid to such placement agent in accordance with federal securities law and the securities law of the various states, including but not limited to the issuance of warrants and/or other securities of the Company as part of such commissions, subject to applicable securities laws and this Memorandum.

Litxchange LLC
5900 Balcones Drive, Suite 400
Austin, TX 78731
630-823-6959

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The Securities offered hereby will be offered and sold on behalf of the Company by certain managers, officers and/or directors of the Company. The Company may also utilize the services of selected broker-dealers who are members of the Financial Industry Regulatory Authority ("FINRA") in connection with the offer and sale of the Securities. None of the managers, officers, and/or directors of the Company may be compensated in any way for offering or selling securities on behalf of the Company.

An investment in the Securities involves a high degree of risk. Prospective investors in the Securities should thoroughly consider this Memorandum and certain special considerations concerning the Company described herein. See "RISK FACTORS" below. An investment in the Securities offered hereby is suitable only for, and may be made only by, investors who have no need for liquidity of investment and understand and can afford the high financial risks of an investment in the Securities, including the potential for a complete loss of their investment. There is currently no trading market for any securities of the Company, nor is it expected or assured that such market will develop in the foreseeable future.

The Securities have not been approved or disapproved by the Securities and Exchange Commission (the "SEC") or any state securities commission, nor has the Securities and Exchange Commission or any state securities commission passed upon the accuracy or adequacy of this Memorandum. Any representation to the contrary is a criminal offense.

The securities of the Company are speculative by nature and are intended for a limited number of accredited investors. Each prospective investor should carefully review this Memorandum and the relevant documents referred to herein before deciding to invest in the Company.

THE MEMORANDUM IS SUBMITTED TO YOU ON A CONFIDENTIAL BASIS SOLELY IN CONNECTION WITH YOUR CONSIDERATION OF AN INVESTMENT IN THE SECURITIES OF LITXCHANGE LLC, A TEXAS LIMITED LIABILITY COMPANY. DUE TO THE CONFIDENTIAL NATURE OF THIS MEMORANDUM, ITS USE FOR ANY OTHER PURPOSE MIGHT INVOLVE SERIOUS LEGAL CONSEQUENCES. CONSEQUENTLY, THIS MEMORANDUM MAY NOT BE REPRODUCED IN WHOLE OR IN PART, AND MAY NOT BE DELIVERED TO ANY OTHER PERSON (OTHER THAN YOUR FINANCIAL ADVISOR) WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY'S MANAGER.

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GENERAL NOTICES AND REPRESENTATIONS

This Memorandum is furnished on a confidential basis. This Memorandum constitutes an offer of securities only to the person to whom it is specifically delivered for that purpose (“Offeree”) and is provided solely for the purpose of evaluating an investment in the Company. By accepting delivery of this Memorandum and receiving any other oral or written information provided by the Company in connection with the Offering, each Offeree agrees (a) to keep confidential the contents of this Memorandum and such other information and not to disclose the same to any third party or otherwise use the same for any purpose other than evaluating an investment in the Company, and (b) not to copy, in whole or in part, this Memorandum or any other written information provided by the Company in connection herewith. Each Offeree further agrees to destroy or return this Memorandum and any such written information to: Litxchange LLC, 5900 Balcones Drive, Suite 400, Austin, TX 78731; attention: Marcel Kalinovic, CEO, in the event that (i) the Offeree does not subscribe to purchase any Securities, (ii) no portion of the Offeree’s subscription is accepted, or (iii) the Offering is terminated or withdrawn.

To the extent applicable, the Securities offered hereby have not been registered under the U.S. federal Securities Act of 1933 (the “Securities Act”) or any U.S. state securities laws, in reliance upon exemptions therefrom. If applicable, the Securities may not be sold, transferred, pledged or otherwise disposed of in the absence of registration under the Securities Act and under any applicable U.S. state securities or blue sky laws unless pursuant to exemptions therefrom. This Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy, any Securities offered hereby to any person in any jurisdiction in which it is unlawful to make such an offer or solicitation to such person. This Memorandum does not constitute an offer if the prospective investor is not qualified under applicable securities laws.

In determining whether to invest in the Securities, each person must rely upon his, her or its own examination of the Company and the terms of the Offering made hereby, including the merits and risks involved. The Company expects that, prior to the closing for the Offering made hereby, it will afford prospective investors in the Securities an opportunity to ask questions of representatives of the Company concerning the Company and the terms of the Offering and to obtain additional relevant information to the extent the Company possesses such information or can obtain it without unreasonable effort or expense. Except as aforesaid, no person is authorized in connection with the Offering to give any information or make any representation not contained in this Memorandum, and, if given or made, such information or representation must not be relied upon as having been authorized by the Company. The information contained in this Memorandum also supersedes any information concerning the Company or the terms of any investment therein provided to any prospective investor prior to the date of this Memorandum.

The Company makes no express or implied representation or warranty as to the attainability of any forecasted financial information that may be expressed or implied herein or as to the accuracy or completeness of the assumptions from which that forecasted information is derived. It must be recognized that the projections of the Company’s future performance are necessarily subject to a high degree of uncertainty, that actual results can be expected to vary from the results projected and that such variances may be material and adverse. Prospective investors are expected to conduct their own investigation with regard to the Company and its prospects. It is expected that each Offeree will pursue his, her or its own independent investigation with respect to the forecasted financial information included herein. Prospective investors in the Securities are not to construe the contents of this Memorandum as legal, business or tax advice. Each prospective investor in the Securities should consult his, her or its own attorney, business advisor and tax advisor as to the legal, business, tax and related matters concerning this Offering.

This Memorandum has been prepared solely for the purpose of the proposed offering of the Securities. The Company reserves the right to reject any subscription for the Securities, in whole or in part, or to allot less than the number or amount of securities as to which any prospective investor in the Securities has subscribed.

THIS OFFERING IS NOT UNDERWRITTEN. THE OFFERING PRICE HAS BEEN ARBITRARILY SET BY THE MANAGEMENT OF THE COMPANY. THERE CAN BE NO ASSURANCE THAT ANY OF THE SECURITIES WILL BE SOLD.

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION OR ANY U.S. STATE SECURITIES AGENCY, NOR HAS ANY SUCH REGULATORY BODY REVIEWED THIS OFFERING MEMORANDUM FOR ACCURACY OR COMPLETENESS. BECAUSE THESE SECURITIES HAVE NOT BEEN SO REGISTERED, THERE MAY BE RESTRICTIONS ON THEIR TRANSFERABILITY OR RESALE BY AN INVESTOR. EACH PROSPECTIVE INVESTOR SHOULD PROCEED ON THE ASSUMPTION THAT HE MUST BEAR THE ECONOMIC RISKS OF THE INVESTMENT FOR AN INDEFINITE PERIOD, SINCE THE SECURITIES MAY NOT BE SOLD UNLESS, AMONG OTHER THINGS, THEY ARE SUBSEQUENTLY REGISTERED UNDER THE APPLICABLE SECURITIES ACTS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. THERE IS NO TRADING MARKET FOR THE COMPANY'S SECURITIES AND THERE CAN BE NO ASSURANCE THAT ANY MARKET WILL DEVELOP IN THE FUTURE OR THAT THE SECURITIES WILL BE ACCEPTED FOR INCLUSION ON NASDAQ OR ANY OTHER TRADING EXCHANGE AT ANY TIME IN THE FUTURE. THE COMPANY IS NOT OBLIGATED TO REGISTER FOR SALE UNDER EITHER U.S. FEDERAL OR STATE SECURITIES LAWS THE SECURITIES PURCHASED PURSUANT HERETO, AND THE ISSUANCE OF THE SECURITIES IS BEING UNDERTAKEN PURSUANT TO CERTAIN EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT, WHICH MAY INCLUDE WITHOUT LIMITATION THE APPLICABLE RULES UNDER REGULATION D AND/OR REGULATION S UNDER THE SECURITIES ACT. ACCORDINGLY, THE SALE, TRANSFER, OR OTHER DISPOSITION OF ANY OF THE SECURITIES, WHICH ARE PURCHASED PURSUANT HERETO, MAY BE RESTRICTED BY APPLICABLE U.S. FEDERAL OR STATE SECURITIES LAWS AND/OR THE SECURITIES LAWS OF ONE OR MORE FOREIGN COUNTRIES (DEPENDING ON THE RESIDENCY OF THE INVESTOR) AND BY THE PROVISIONS OF THE SUBSCRIPTION AGREEMENT REFERRED TO HEREIN. THE OFFERING PRICE OF THE SECURITIES TO WHICH THE MEMORANDUM RELATES HAS BEEN ARBITRARILY ESTABLISHED BY THE COMPANY AND DOES NOT NECESSARILY BEAR ANY SPECIFIC RELATION TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF THE COMPANY OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

The management of the Company has provided all of the information stated herein. The Company makes no express or implied representation or warranty as to the completeness of this information or, in the case of projections, estimates, future plans, or forward looking assumptions or statements, as to their attainability or the accuracy and completeness of the assumptions from which they are derived, and it is expected that each prospective investor will pursue his, her, or its own independent investigation. It must be recognized that estimates of the Company's performance are necessarily subject to a high degree of uncertainty and may vary materially from actual results.

This Offering is expected to be conducted as an exempt general solicitation offering. Notwithstanding the foregoing, no general solicitation or advertising in whatever form will or may be employed in this Offering of the securities unless conducted in accordance with and pursuant to the applicable "general solicitation" provisions of Rule 506(c) under Regulation D of the Securities Act, as amended, and as promulgated pursuant to Section 201(a) of the Jumpstart Our Business Startups Act. Prospective investors should not rely on any information not contained in this Memorandum.

This Offering is made subject to withdrawal, cancellation, or modification by the Company without notice and solely at the Company's discretion. The Company reserves the right to reject any subscription or to allot to any prospective investor less than the number of securities subscribed for by such prospective investor.

This Memorandum has been prepared solely for the information of the person to whom it has been delivered by or on behalf of the Company. Distribution of this Memorandum to any person other than the prospective investor to whom this Memorandum is delivered by the Company and those persons retained to advise them with respect thereto is unauthorized. Any reproduction of this Memorandum, in whole or in part, or the divulgence of any of the contents without the prior written consent of the Company is strictly prohibited. Each prospective investor, by accepting delivery of this Memorandum, agrees to destroy or

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return it and all other documents received by them to the Company if the prospective investor's subscription is not accepted or if the Offering is terminated.

By acceptance of this Memorandum, prospective investors recognize and accept the need to conduct their own thorough investigation and due diligence before considering a purchase of the Securities.

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U.S. JURISDICTIONAL (NASAA) LEGENDS

The presence of the following legends for any given state reflects only that a legend may be required by that state and should not be construed to mean an offer or sale is being or may be made in that particular state.

If you are uncertain as to whether or not offers or sales may be lawfully made in your state, you are hereby advised to contact the Company. The securities described in this Memorandum have not been registered under any state securities laws (commonly called "Blue Sky" laws). These securities must be acquired for investment purposes only and may not be sold or transferred in the absence of an effective registration of such securities under such laws, or an opinion of counsel acceptable to the Company that such registration is not required.

The Company intends to offer and sell the Securities only to select investors in accordance with the applicable rules and provisions exempting this Offering from registration under Regulation D of the Securities Act, as amended.

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

NOTICE TO ARIZONA RESIDENTS ONLY: THESE SECURITIES MAY BE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF ARIZONA. NEITHER THE ARIZONA CORPORATION COMMISSION NOR THE DIRECTOR OF SECURITIES HAVE REVIEWED OR PASSED UPON THE ACCURACY OR COMPLETENESS OF THIS MEMORANDUM OR OTHER SELLING LITERATURE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO CALIFORNIA RESIDENTS ONLY: THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS OFFERING HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFORE PRIOR TO SUCH QUALIFICATIONS IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPTED FROM QUALIFICATION BY THE APPLICABLE PROVISIONS OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS OFFERING ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATIONS BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

NOTICE TO CONNECTICUT RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE CONNECTICUT UNIFORM SECURITIES ACT AND ARE BEING SOLD IN RELIANCE UPON THE APPLICABLE EXEMPTIONS CONTAINED IN SAID ACT. THEY CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER SAID ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. 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 ADEQUACY OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO DELAWARE RESIDENTS ONLY: IF YOU ARE A DELAWARE RESIDENT, YOU ARE HEREBY ADVISED THAT THESE SECURITIES MAY BE OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE DELAWARE SECURITIES ACT. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

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

NOTICE TO GEORGIA RESIDENTS ONLY: THESE SECURITIES MAY BE ISSUED OR SOLD IN RELIANCE ON THE APPLICABLE EXEMPTIONS CONTAINED IN THE GEORGIA SECURITIES ACT OF 1973, AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

NOTICE TO ILLINOIS RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECRETARY OF THE STATE OF ILLINOIS NOR HAS THE STATE OF ILLINOIS PASSED UPON THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO INDIANA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE INDIANA BLUE SKY LAW AND MAY ONLY BE OFFERED AND SOLD IN RELIANCE UPON THE APPLICABLE EXEMPTIONS THEREFROM. THEY CANNOT BE RESOLD OR TRANSFERRED UNLESS THEY ARE REGISTERED UNDER THE LAW OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NOTICE TO KENTUCKY RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL INSTITUTIONS OF KENTUCKY NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO MARYLAND RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE MARYLAND SECURITIES ACT AND MAY ONLY BE OFFERED AND SOLD IN RELIANCE UPON APPLICABLE EXEMPTIONS CONTAINED IN SAID ACT. THEY CANNOT BE RESOLD OR TRANSFERRED UNLESS THEY ARE REGISTERED UNDER SAID ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NOTICE TO MASSACHUSETTS RESIDENTS ONLY: (1) THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES ACT OF

THIS COMMONWEALTH, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES ACT OF THIS COMMONWEALTH, IF SUCH REGISTRATION IS REQUIRED, OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE COMMONWEALTH OF MASSACHUSETTS NOR HAS THE SECURITIES DIVISION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO MICHIGAN RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE MICHIGAN SECURITIES ACT AND, IF OFFERED IN MICHIGAN OR TO RESIDENTS OF MICHIGAN, ARE BEING SOLD IN RELIANCE UPON THE APPLICABLE EXEMPTIONS CONTAINED IN SUCH ACT. THESE SECURITIES MAY NOT BE RESOLD OR TRANSFERRED UNLESS THEY ARE REGISTERED UNDER THE ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NOTICE TO MINNESOTA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE MINNESOTA BLUE SKY LAW AND MAY ONLY BE SOLD TO MINNESOTA RESIDENTS IN RELIANCE UPON THE APPLICABLE EXEMPTIONS THEREFROM. THEY CANNOT BE RESOLD OR TRANSFERRED UNLESS THEY ARE REGISTERED UNDER THE LAW OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NOTICE TO MISSISSIPPI RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN REGISTERED WITH NOR 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. INVESTORS SHOULD BE AWARE THAT THEY WOULD BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO MISSOURI RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE MISSOURI SECURITIES ACT, AND IF OFFERED IN MISSOURI OR TO RESIDENTS OF MISSOURI, WILL BE SOLD TO, AND ACQUIRED BY, PURCHASERS IN RELIANCE ON AN APPLICABLE EXEMPTION THEREFROM. UNLESS THE SECURITIES ARE REGISTERED, THEY MAY NOT BE REOFFERED FOR SALE OR RESOLD IN THE STATE OF MISSOURI, EXCEPT AS A SECURITY, OR IN A TRANSACTION, EXEMPT UNDER SUCH ACT.

NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE NEW HAMPSHIRE SECURITIES ACT, AND IF OFFERED IN NEW HAMPSHIRE OR TO RESIDENTS OF NEW HAMPSHIRE, WILL ONLY BE SOLD TO, AND ACQUIRED BY, PURCHASERS IN RELIANCE ON AN APPLICABLE EXEMPTION THEREFROM. UNLESS THE SECURITIES ARE REGISTERED, THEY MAY NOT BE REOFFERED FOR SALE OR RESOLD IN THE STATE OF NEW HAMPSHIRE, EXCEPT AS A SECURITY, OR IN A TRANSACTION, EXEMPT UNDER SUCH ACT.

NOTICE TO NEW JERSEY RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE NEW JERSEY UNIFORM SECURITIES LAW, AND IF OFFERED IN NEW JERSEY OR TO RESIDENTS OF NEW JERSEY, WILL ONLY BE SOLD TO, AND ACQUIRED BY, PURCHASERS IN RELIANCE ON THE APPLICABLE EXEMPTIONS THEREFROM. IF YOU ARE A NEW JERSEY RESIDENT AND YOU ACCEPT AN OFFER TO PURCHASE THESE SECURITIES PURSUANT TO THIS MEMORANDUM, YOU ARE HEREBY ADVISED THAT THIS MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE BUREAU OF SECURITIES OF THE STATE OF NEW JERSEY. THE

BUREAU OF SECURITIES OF THE STATE OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO NEW YORK RESIDENTS ONLY: THIS DOCUMENT HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE COMPANY HAS TAKEN NO STEPS TO CREATE AN AFTER MARKET FOR THE SECURITIES OFFERED HEREIN AND HAS MADE NO ARRANGEMENTS WITH BROKERS OR OTHERS TO TRADE OR MAKE A MARKET IN SUCH SECURITIES. AT SOME TIME IN THE FUTURE, THE COMPANY MAY ATTEMPT TO ARRANGE FOR INTERESTED BROKERS TO TRADE OR MAKE A MARKET IN THE SECURITIES AND TO QUOTE THE SAME IN A PUBLISHED QUOTATION MEDIUM, HOWEVER, NO SUCH ARRANGEMENTS HAVE BEEN MADE AND THERE IS NO ASSURANCE THAT ANY BROKERS WILL EVER HAVE SUCH AN INTEREST IN THE SECURITIES OF THE COMPANY OR THAT THERE WILL EVER BE A MARKET THEREFORE.

NOTICE TO NEVADA RESIDENTS ONLY: IF ANY INVESTOR ACCEPTS ANY OFFER TO PURCHASE THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL ONLY BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE APPLICABLE PROVISIONS OF THE NEVADA SECURITIES LAW. THE INVESTOR IS HEREBY ADVISED THAT THE ATTORNEY GENERAL OF THE STATE OF NEVADA HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING AND THE FILING OF THE OFFERING WITH THE BUREAU OF SECURITIES DOES NOT CONSTITUTE APPROVAL OF THE ISSUE, OR SALE THEREOF, BY THE BUREAU OF SECURITIES OR THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEVADA. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO NORTH CAROLINA RESIDENTS ONLY: THESE SECURITIES MAY BE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE NORTH CAROLINA SECURITIES ACT. THE NORTH CAROLINA SECURITIES ADMINISTRATION NEITHER RECOMMENDS NOR ENDORSES THE PURCHASE OF ANY SECURITIES, NOR HAS THE ADMINISTRATOR PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION PROVIDED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO NORTH DAKOTA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO PENNSYLVANIA RESIDENTS ONLY: EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY THE APPLICABLE PROVISIONS OF THE PENNSYLVANIA SECURITIES ACT, DIRECTLY FROM THE ISSUER OR AFFILIATE OF THIS ISSUER, SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER, UNDERWRITER (IF ANY) OR ANY OTHER PERSON WITHIN TWO (2) BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO BINDING CONTRACT OF PURCHASE, WITHIN TWO (2) BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED. IF YOU HAVE ACCEPTED AN OFFER TO PURCHASE THESE SECURITIES MADE PURSUANT TO A PROSPECTUS WHICH CONTAINS A NOTICE EXPLAINING YOUR RIGHT TO WITHDRAW YOUR ACCEPTANCE PURSUANT TO SECTION 207(m) OF THE PENNSYLVANIA SECURITIES ACT OF 1972 (70 PS § 1-207(m)), YOU MAY ELECT, WITHIN TWO (2) BUSINESS DAYS AFTER THE FIRST TIME YOU HAVE RECEIVED THIS NOTICE AND A PROSPECTUS TO WITHDRAW FROM YOUR PURCHASE AGREEMENT AND RECEIVE A FULL REFUND OF ALL MONEYS PAID BY YOU. YOUR WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, YOU NEED ONLY SEND A LETTER OR TELEGRAM TO THE ISSUER (OR UNDERWRITER IF ONE IS LISTED ON THE FRONT PAGE OF THE PROSPECTUS) INDICATING YOUR INTENTION TO WITHDRAW. SUCH LETTER OR

TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED SECOND BUSINESS DAY. IF YOU ARE SENDING A LETTER, IT IS PRUDENT TO SEND IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO EVIDENCE THE TIME WHEN IT WAS MAILED. SHOULD YOU MAKE THIS REQUEST ORALLY, YOU SHOULD ASK WRITTEN CONFIRMATION THAT YOUR REQUEST HAS BEEN RECEIVED. THE SECURITIES HAVE BEEN ISSUED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENT OF THE PENNSYLVANIA SECURITIES ACT OF 1972. NO SUBSEQUENT RESALE OR OTHER DISPOSITION OF THE SECURITIES MAY BE MADE WITHIN 12 MONTHS FOLLOWING THEIR INITIAL SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION, EXCEPT IN ACCORDANCE WITH WAIVERS ESTABLISHED BY RULE OR ORDER OF THE COMMISSION, AND THEREAFTER ONLY PURSUANT TO AN EFFECTIVE REGISTRATION OR EXEMPTION.

NOTICE TO TEXAS RESIDENTS ONLY: THE SECURITIES OFFERED HEREUNDER HAVE NOT BEEN REGISTERED UNDER APPLICABLE TEXAS SECURITIES LAWS AND, THEREFORE, ANY PURCHASER THEREOF MUST BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SECURITIES CANNOT BE RESOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER SUCH SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. FURTHER, PURSUANT TO §109.13 UNDER THE TEXAS SECURITIES ACT, THE COMPANY IS REQUIRED TO APPRISE PROSPECTIVE INVESTORS OF THE FOLLOWING: A LEGEND SHALL BE PLACED, UPON ISSUANCE, ON CERTIFICATES REPRESENTING SECURITIES PURCHASED HEREUNDER, AND ANY PURCHASER HEREUNDER SHALL BE REQUIRED TO SIGN A WRITTEN AGREEMENT THAT HE WILL NOT SELL THE SUBJECT SECURITIES WITHOUT REGISTRATION UNDER APPLICABLE SECURITIES LAWS, OR EXEMPTIONS THEREFROM.

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

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Memorandum and the exhibits attached hereto include "*forward-looking statements*" within the meaning of the Securities Act of 1933. All statements other than statements of historical fact are forward-looking statements.

Forward-looking statements are subject to certain risks, trends and uncertainties that could cause actual results to differ materially from those projected. Among those risks, trends and uncertainties are the Company's ability to raise sufficient working capital to carry out the business plans, the long-term efficacy of the business plans, general economic conditions, and increased competition.

Although we believe that in making such forward-looking statements, expectations are based upon reasonable assumptions; such statements may be influenced by factors that could cause actual outcomes and results to be materially different from those projected. We cannot assure you that the assumptions upon which these statements are based will prove to have been correct.

When used in this Memorandum, the words "*expect*," "*anticipate*," "*intend*," "*plan*," "*believe*," "*seek*," "*estimate*" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. Because these forward-looking statements involve risks and uncertainties, actual results could differ materially from those expressed or implied by these forward-looking statements for a number of important reasons, including those discussed under "*Risk Factors*" and elsewhere in this Memorandum.

You should read these statements carefully because they discuss the Company's expectations about its future performance, contain projections of its future operating results or its future financial condition, or state other "*forward-looking*" information. Before you invest in the Securities, you should be aware that the occurrence of any of the contingent factors described under "*RISK FACTORS*" could substantially harm the business, results of operations and financial condition. Upon the occurrence of any of these events, you could lose all or part of your investment.

We cannot guarantee any future results, levels of activity, performance or achievements. Except as required by law, we undertake no obligation to update any of the forward-looking statements in this Memorandum after the date of this Memorandum.

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ABOUT THIS MEMORANDUM

The terms the “Company,” “us,” “our” and “we,” as used in this Memorandum, refer to Litxchange LLC, a Texas limited liability company.

You should rely only on the information contained in this Memorandum. The Company has not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. The Company is not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this Memorandum is accurate as of the date on the front cover of this Memorandum only. The Company’s business, financial condition, results of operations and prospects may have changed since that date.

The following term sheet summarizes the basic terms and conditions on which the Company proposes to sell the Securities to accredited investors in an exempt offering, subject to documentation in definitive subscription agreements and completion of all appropriate due diligence investigations. This summary is qualified in its entirety by the more detailed information appearing elsewhere in this Memorandum and in the documents relating to this transaction, including, without limitation, the Company’s Articles of Organization, Operating Agreement, and the Subscription Agreement for the Securities.

MEMORANDUM SUMMARY

- The Business:** The Company was formed to disrupt the financial sector by providing a more transparent stock and crypto brokerage platform developed for retail investors while empowering them with the highest quality user-interfaces, charts and educational tools. The founders have experience in building and scaling multi-million dollar companies in software, logistics and IT and plan to use their experience to challenge the status quo by eliminating dark pools, promoting accurate price discovery and leveling stock investments for the retail trader.
- The Company:** The Company was organized on August 1, 2023, as a Texas limited liability company. The Company has generally been involved in limited activities, including research into broker dealer markets and business planning, since its formation. Accordingly, we have a limited operating history upon which you may evaluate our business and prospects. The Company’s headquarters is located at: 5900 Balcones Drive, Suite 400, Austin, TX 78731; tel. 954-639-7627.
- The Manager:** The Company is a manager-managed limited liability company and the sole manager of the Company is Lit Holdings LLC, a Wyoming limited liability company (the “Manager”) (see “MANAGEMENT” below). The Manager is co-owned by Marcel Kalinovic and Mehul Patel, 70% and 30%, respectively.
- The Offering:** The Company proposes to sell the Units pursuant to Rule 506(c) under Regulation D of the Securities Act of 1933 only to certain accredited investors in an exempt, unregistered offering, through general solicitation, subject to documentation in definitive subscription agreements and qualifying accredited investor verification letters.

- Size of Offering:** The Company is offering up to 200 units (the “Units”) of the securities of Litxchange LLC (the “Company”) for an aggregate offering price of \$10,000,000 (the “Offering”). Each Unit will consist of one (1) Series A non-voting membership interest at a purchase price of \$50,000 per such interest (collectively, the “Series A Interests”). The minimum subscription by an investor is one Unit (\$50,000 minimum investment). However, in the sole discretion of the Company’s management, fractionalized Units may be offered and sold and the minimum investment of one (1) Unit may be waived. There is no minimum aggregate amount of subscriptions that is required for the initial acceptance of subscriptions, and therefore, no escrow.
- Distributions:** The Company does not anticipate paying distributions in the foreseeable future to investors as management intends to reinvest profits to make the Company a leader in the stock and crypto trading for retail investors. See Exhibit A for the Company’s growth projections.
- Term of Operations:** The Company intends to scale and grow operations for a term of two (2) to five (5) years with the expectations of a Capital Transaction Event depending upon market conditions and the best interests of stakeholders.
- A “Capital Transaction Event” occurs upon an IPO or the sale of substantially all of the assets of the Company or upon dissolution (or net proceeds of recapitalization or liquidation, as the case maybe).
- Conversion Rights:** Investors shall have the right to convert the Units into common shares of the Company (“Conversion Rights”) if the Company completes an Initial Public Offering (“IPO”) onto the NASDAQ or New York Stock Exchange or if more than fifty percent (50%) of the Company’s outstanding membership interests are acquired by a third party (“Change of Control”). If an investor exercises its Conversion Rights, then the Units shall convert into common shares of the Company at the amount of the investor’s original capital investment.
- Founder Rights:** As founder investor in the Company, in addition to receiving equity, an investor will also be receiving founder rights as specified in Exhibit A.

Use of Proceeds: We intend to generally use the net proceeds from the sale of the Units to complete development of the software powering the trading platform, expand the software buildout to iOS and Android apps, hire employees and contractors, pay salaries to management, user acquisition and marketing campaign and other general corporate purposes, with broad discretion by the management of the Company (see “USE OF PROCEEDS” below).

Proposed Plan of Placement: The Offering will be conducted by the Company on a best-efforts basis through its Manager and/or officers, none of whom will be entitled to any commission or other special consideration for their selling efforts. The Company may elect, at its discretion, to engage the services of a qualified broker-dealer(s) or outside salesperson(s) in connection with the Offering, subject to applicable securities laws. None of the managers, officers, and/or directors of the Company will be compensated in any way for offering or selling securities on behalf of the Company.

Subscription Period: The Units are being offered until the earlier of (i) the Offering is fully subscribed, or (ii) March 1, 2025. The Company may elect to terminate this Offering at an earlier date or extend this Offering in its sole discretion.

Depository Account: All payments received on account of subscriptions from subscribing investors will be held in the depository account of the Company, without accruing any interest, pending receipt and acceptance by the Company of subscription payments.

Investor Suitability Requirements: An investment in the Units and the underlying securities involves a high degree of risk and is suitable only for investors who have no need for liquidity of investment and understand and can afford the high financial risks of such investment. It is expected that the Company will accept subscriptions for the Units only from investors who are “accredited” within the meaning of Regulation D under the Securities Act of 1933, as amended. In the case of individuals, persons who have had income of \$200,000 (or joint income with spouse of \$300,000) or more during the last two years and the same is reasonably expected for the current year, or persons with a net worth of \$1,000,000, excluding the value of the primary residence, are accredited. See “INVESTOR SUITABILITY REQUIREMENTS” below.

Company Capitalization: The following table sets forth the consolidated capitalization of the Company as of July 30, 2024, and as adjusted to give retroactive effect to the issuance and sale of the maximum number of Units offered hereby. See “DESCRIPTION OF SECURITIES” section below.

Securities Authorized	Interests Outstanding Prior to Offering	Interests Outstanding After Offering as Adjusted for Maximum Subscription
Series B Voting Interests	10,000	10,000
Series A Non-Voting Interests	0*	20,000

*Concurrently with this Offering, we are conducting a Reg. CF offering to investors to subscribe for an aggregate of an additional 10,000 Series A Non-Voting Interests.

**Ownership in
The Company:**

This table sets forth, as of July 30, 2024, the beneficial ownership of the Company’s voting Series B limited liability company membership interests (the “Series B Interests”) by (i) managers and officers of the Company, (ii) persons who own more than 5% of such securities, and (iii) the managers and officers as a group. The total number of issued and outstanding interests in the Company’s Series B Interests prior to the Offering is 9,900. The total aggregate number of issued and outstanding interests of all series of securities (Series A Interests and Series B Interests) assuming \$10,000,000 subscription for the Offering will be 10,000 membership interests, excluding any Series A Interests offered in the Reg. CF offering.

	Series B Voting Interests	Series A Non-Voting Interests	Aggregate Percentage of all Series of Interests Prior to Offering	Aggregate Percentage of all Series of Interests After Offering
Lit Holdings LLC*	10,000	0	100%	98%
Marcel Kalinovic**	0	0	0%	0%
Mehul Patel**	0	0	0%	0%
All Managers and Officers as a group	10,000	0	100%	98%

* Sole Manager. The Manager is co-owned by Marcel Kalinovic and Mehul Patel, 70% and 30%, respectively.

** Officer

**The Manager
and Voting Rights:**

The Company is a manager-managed limited liability company, and the affairs of the Company are governed solely by the Manager. The members of the Company, in their capacity as members, have no authority to govern the affairs of the Company. The holders of the Company’s Series B Interests are members of the Company but only have the authority to call meetings in order to elect or remove the Manager in accordance with the provisions of the Company’s limited liability company operating agreement. The Company is not offering any Series B Interests in this Offering, and investors who purchase the Securities will have only non-voting membership interests in the Company. Accordingly, investors in this Offering will have no voting or governance rights whatsoever, and no ability to elect or remove the Manager.

**Subscription
Agreement:**

The Securities investment will be made pursuant to a Subscription Agreement between the Company and each investor, which agreement will contain, among other things, certain representations, warranties and covenants of the investor.

Risks:

See “RISK FACTORS” and the other information included in this Memorandum for a discussion of factors you should carefully consider before deciding to invest in the Securities.

**Available
Information:**

Marcel Kalinovic and Mehul Patel, the Company's CEO and CMO, respectively, will be available upon request to answer questions concerning the terms of this Offering, to provide any reasonably requested information necessary to verify the accuracy of the information contained in this Memorandum and to provide such other information reasonably requested by prospective investors as they deem necessary for the purposes of considering an investment in the Company. Mr. Kalinovic can be reached by telephone at (630) 823-6959, or by e-mail at marcel@hotshotexp.net. Mr. Patel can be reached by telephone at (312) 848-2269 or by e-mail at expresstextmp@gmail.com.

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TERMS OF THE OFFERING

Offering of Units

The Units are being offered to select investors who meet the suitability requirements set forth below (see “INVESTOR SUITABILITY REQUIREMENTS”). We are offering for sale up to 200 units (the “Units”) for an aggregate offering price of \$10,000,000 (the “Offering”). Each Unit will consist of one (1) Series A non-voting membership interest at a purchase price of \$50,000 per such interest (collectively, the “Series A Interests”). The Series A Interests shall be referred to herein as the “Units”. The minimum subscription by an investor is one Unit (\$50,000 minimum investment). However, in the sole discretion of the Company’s management, fractionalized Units may be offered and sold.

There is no minimum aggregate amount of subscriptions that is required for the initial acceptance of subscriptions and there is no offering escrow. The Offering will commence promptly after the date of this Memorandum and will terminate on the earlier of (i) upon the sale of all 200 Units being offered hereby, or (ii) August 1, 2024.

The Company reserves the right to terminate or extend this Offering at any time without notice as deemed necessary in the sole discretion of the Company’s management.

Subscription Funds

Commencing on the date of this Memorandum all funds received by the Company in full payment of subscriptions for Units will be deposited into one or more Company accounts. All proceeds of this Offering will be available to the Company upon acceptance of such subscription(s). Subscriptions for Units are subject to rejection by the Company at any time.

Plan of Distribution

General. The Securities will be offered and sold on behalf of the Company by certain managers, officers, and/or other employees of the Company.

Securities will be issued to investors upon our acceptance of an investor’s subscription. We shall have the sole discretion to accept or reject individual subscriptions. Neither our officers and directors, nor employees are entitled to compensation for their services in offering and selling the Securities.

Possible Sales Charge. In the event the Company elects to retain a qualified placement agent, the Company may pay potential commissions to such placement agent in accordance with federal securities law and the securities law of the various states up to the highest amount permitted by such laws, subject to applicable securities laws and this Memorandum.

No Federal Registration. The Units are not being registered for sale as securities under the Securities Act of 1933, as amended (the “Securities Act”) in reliance upon all available and applicable exemptions from registration under the Securities Act, including, but not limited to, Rule 506(c) of Regulation D (as may be amended from time to time) under the Securities Act.

Method of Subscription. Investors may subscribe to purchase the Units by (a) completing, dating and signing the Subscription Agreement accompanying this Memorandum, (b) having the Investor Questionnaire accompanying this Memorandum completed and executed, (c) completing and signing certain other documents, if any, necessary to completing the purchase of the Properties, and (d) delivering the signed documents to us (or placement agent, if any) and making payment in accordance with the Subscription Agreement accompanying this Memorandum. We reserve the right to accept or reject any subscription in whole or in part. If accepted in part, the rejected portion of the investor’s subscription will be refunded to the investor (without accrued

interest thereon). No offer and sale of our Units shall be considered to have been made until a fully completed set of subscription documents has been received and approved by our management, and receipt of such investment proceeds.

INVESTOR SUITABILITY REQUIREMENTS

General

An investment in the Company involves risk and is suitable only for persons of adequate financial means who do not have liquidity requirements with respect to this investment and who can bear the economic risk of investment losses up through a complete loss of the investment made hereby. This offering is made in reliance on exemptions from the registration requirements of the Securities Act and applicable state securities laws and regulations.

The suitability standards discussed below represent minimum suitability standards for prospective investors. The satisfaction of such standards by a prospective investor does not necessarily mean that our securities are a suitable investment for such prospective investor. Prospective investors are encouraged to consult their personal financial advisors to determine whether the investment is appropriate.

In the form of a subscription agreement, we will require each investor to represent in writing, among other things, that (i) by reason of the investor's business or financial experience or that of the investor's professional advisor, the investor is capable of evaluating the merits and risks of an investment in the Company and of protecting its own interests in connection with the transaction, (ii) the investor is acquiring the securities offered hereby for his/her/its own account, for investment only and not with a view toward the resale or distribution thereof, (iii) the investor is aware that neither the Units, nor the underlying securities, have been registered under the Securities Act or any state securities laws and that transfer thereof is restricted by the Securities Act and applicable state securities laws, (iv) the investor is aware of the absence of a market for the Units and underlying securities, and (v) such investor meets the suitability requirements set forth below.

Suitability

Our securities may be sold to natural persons who have a net worth in excess of \$1,000,000, excluding value of primary residence; a net income of \$200,000 per year; or a net income with their spouse of \$300,000 per year; or who are otherwise "accredited investors" as defined in Regulation D under the Securities Act.

Accredited Investors

To be an accredited investor, an investor must fall within ANY of the following categories at the time of the sale of a Unit(s) to that investor:

- (1) a bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act of 1933, as amended (the "Securities Act"), whether acting in its individual or fiduciary capacity;
- (2) a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act");
- (3) an investment adviser that is (i) registered under Section 203 of the Investment Advisers Act of 1940, as amended (the "Advisers Act"), (ii) registered under the laws of a state, or (iii) exempt from registration under Section 203(l) or (m) of the Advisers Act;
- (4) an insurance company as defined in Section 2(13) of the Securities Act;

- (5) an investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act");
- (6) a business development company as defined in Section 2(a)(48) of the Investment Company Act;
- (7) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended;
- (8) a Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act;
- (9) a 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;
- (10) an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), if either:
 - (a) the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser;
 - (b) the employee benefit plan has total assets in excess of \$5,000,000, or
 - (c) the plan is a self-directed plan with investment decisions made solely by persons that are Accredited Investors;
- (11) a private business development company as defined in Section 202(a)(22) of the Advisers Act;
- (12) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust, partnership or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- (13) a natural person whose individual net worth, or joint net worth with his or her spouse or spousal equivalent exceeds \$1,000,000, excluding the value of the primary residence;
- (14) a natural person who has an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- (15) a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose acquisition of the securities is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D;
- (16) an entity in which all of the equity owners are Accredited Investors;
- (17) an entity, not listed above, that is (i) not formed for the specific purpose of acquiring the securities offered and (ii) owning investments in excess of \$5,000,000;
- (18) a natural person holding, in good standing, one or more professional certifications, designations or credential from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status;
- (19) a knowledgeable employee, as defined in Rule 3c-5(a)(4) of the Investment Company Act, of the Company;
- (20) a family office as defined in Rule 202(a)(11)(G)-1 under the Advisers Act and (i) has assets under management in excess of \$5,000,000, (ii) was not formed for the specific purpose of acquiring the securities offered, and (iii) its prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;
- (21) a family client, as defined in Rule 202(a)(11)(G)-1 under the Advisers Act, of a family office meeting the requirements in the above category and its prospective investment in the Company is directed by such family office.

As used in this Memorandum, the term “net worth” means the excess of total assets over total liabilities, excluding value of primary residence. In determining income, an investor should add to the investor’s adjusted gross income any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or KEOGH retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

In order to meet the conditions for exemption from the registration requirements under the securities laws of certain jurisdictions, investors who are residents of such jurisdictions may be required to meet additional suitability requirements.

PROCEDURE TO PURCHASE SECURITIES

The suitability standards discussed under “INVESTOR SUITABILITY REQUIREMENTS” above represent minimum suitability standards for prospective investors. Each prospective investor, together with his, her or its investment, tax, legal, accounting and other advisors, should determine whether this investment is appropriate for such investor.

Each investor who wishes to subscribe for Units must provide the Company with the following documents:

(1) A completed and executed Subscription Agreement and Accredited Investor Verification Letter (which accompany this Memorandum); and

(2) When requested by the Company, a wire transfer, ACH transaction, credit card, debit card, or self-directed 401k can be used for the full purchase price of the Units for which the investor subscribes.

(3) Payable to account will be specified after the online “offer” to buy securities is made at: Silicon Prairie Online, LLC <https://litxchange.sppx.io/>

RISK FACTORS

An investment in the Company’s securities involves substantial risk. Prospective investors should consider carefully the factors referred to below as well as others associated with their investment. In addition, this Memorandum contains forward-looking statements regarding future events and the future financial performance of the Company that involve significant risks and uncertainties. Investors are cautioned that such statements are predictions and beliefs of the Company, and the Company’s actual results may differ materially from those discussed herein. The discussion below includes some of the material risk factors that could cause future results to differ from those described or implied in the forward-looking statements and other information appearing elsewhere in this Memorandum. If any of the following risks, or any additional risks and uncertainties not listed below and not presently known to us, actually occur, our business could be harmed or fail. In such case, you may lose all or part of your investment.

The following risk factors, in addition to those discussed elsewhere in this Memorandum, should be carefully considered when evaluating the Company as an investment opportunity.

General Risks Associated with the Company’s Business Plans

We have a limited operating history upon which you may evaluate us. The Company was formed in September 2021 as a Delaware limited liability company and reorganized in August 2023, as a Texas limited liability company. Accordingly, it is a newly formed entity and has no

investment history prior to the date of this Memorandum upon which to base an evaluation of an investment in the securities offered hereby. The Company has not fully developed the software to operate its brokerage platform or fully developed its other activities in its business plans, and it has no revenues. The Company's business will be subject to the risks involved with any speculative new venture, especially an industry that is as heavily regulated as brokerage industry. There can be no assurance that the Company will be able to achieve market acceptance in its products and services, attract and retain customers, or operate profitably in the future. Our profitability and the success of any investment will be subject to compliance with laws and regulations governing the brokerage industry, as well as increased competition and the complexities of managing expenses as we develop our platform, hire talent, and expand our business.

If we are unable to effectively allocate our resources or generate sufficient revenues, our business operating results and financial condition would be adversely affected and we may be unable to execute our business plan, and our business could fail. Moreover, if the Company is unable to operate successfully, any investment produces a loss, or the Company's business strategy fails to produce sufficient revenues to cover operating and other expenses, investors may suffer a partial or total loss of their investment.

Projections are speculative and are based upon a number of assumptions. Any projected financial results prepared by or on behalf of the Company have not been independently reviewed, analyzed, or otherwise passed upon. Such "forward-looking" statements are based on various assumptions, which assumptions may prove to be incorrect. Such assumptions include but are not limited to (i) the future status of the national economy, (ii) inflation, (iii) interest rates, (iv) regulatory changes, (v) volatility in the markets and (vi) marketing and other operating expenses. Accordingly, there can be no assurance that such projections, assumptions and statements will accurately predict future events or actual performance. Any projections of cash flow should be considered speculative and are qualified in their entirety by the assumptions, information and risks disclosed in this Memorandum. Investors are advised to consult with their own independent tax and business advisors concerning the validity and reasonableness of the factual, accounting and tax assumptions. No representations or warranties whatsoever are made by the Company, its affiliates or any other person or entity as to the future profitability of the Company or the results of making an investment in the securities.

There can be no assurance that the Company's business strategy will result in distributable net cash flow or returns to investors, or that any such distributions or returns will be made as and when anticipated. The Company's net cash flow from executing stock and crypto trading on its platform as well as asset management fees and premium services will be substantially its sole source of revenues from which to make distributions or pay returns to the investors. Although we do not intend to make distributions as we intend to invest in growing our platform and increasing our client base, distributions will only be made to the extent cash on-hand from our operations exceeds required reserves or anticipated cash requirements. Moreover, the Company expects distributions to investors to be delayed until such time as the Company has stabilized and fully developed its platform and such investments are sufficiently cash flowing to permit distributions, and provided such cash is not needed for other purposes related to the Company's business. See "RETURNS TO INVESTORS" below.

If we fail to generate or obtain sufficient capital to finance our growth strategies, we may be unable to sustain our growth and our business may be adversely affected. Our growth rate depends, to a large degree, on our ability to achieve market acceptance of our brokerage platform which in turn will depend in large part on the development of our software, sufficient capital reserves and hiring and retaining talent. We cannot assure you that we will be able to maintain sufficient cash flow or obtain sufficient equity or debt capital on acceptable terms, or at all, to support our expansion plans.

Our success is dependent on our key personnel and our ability to attract and retain other highly skilled personnel. We believe that our success will depend on continued retention

by us of our officers and advisors, including Marcel Kalinovic and Mehul Patel (see “MANAGEMENT” below). Both of them have been critical to the vision, business and strategic direction of our Company. If either of them is unable or unwilling to continue in their present role, our business and operations could be disrupted or fail.

We also might not be successful in attracting, integrating or retaining qualified personnel to fulfill our future needs as we expand our operations. We will need to hire employees and contractors as software engineers, computer scientists and other technical personnel. We may experience difficulty in hiring and retaining highly skilled employees with appropriate qualifications. If we are unable to attract, integrate, or retain our key employees and qualified and highly skilled personnel, our ability to effectively focus on and pursue our business strategy will decline, and our business and future growth prospects could be harmed.

As registered broker-dealers, we will be subject to “best execution” requirements under SEC guidelines and FINRA rules. As registered broker-dealers, we will be subject to “best execution” requirements under SEC guidelines and FINRA rules, which requires us to obtain the best reasonably available terms for customer orders. We intend to make our execution of our customer’s stock and crypto orders transparent by implementing transparent execution orders and pricing. However, if we fail to ensure that our customers are receiving the best reasonably available terms, then our business could materially suffer. In addition, if there are any changes in regulations that could have a material adverse impact on our business then such regulations could have a material adverse impact on our business and one of our primary sources of revenue.

We might need additional capital to provide liquidity and support business growth and objectives, and this capital might not be available to us on reasonable terms, if at all, might result in investor dilution, or might be delayed or prohibited by applicable regulations. Maintaining adequate liquidity is crucial to our securities and crypto brokerage operations, including key functions such as transaction settlement, custody requirements, and margin lending. The SEC and FINRA also have stringent rules with respect to the maintenance of specific levels of net capital by securities broker-dealers.

In addition, our clearing and carrying broker-dealer is subject to cash deposit and collateral requirements under the rules of the clearinghouses in which it participates (including the Depository Trust Company (“DTC”), the National Securities Clearing Corporation (“NSCC”), and the Options Clearing Corporation (“OCC”)), which requirements fluctuate significantly from time to time based upon the nature and volume of customers’ trading activity and volatility in the market or individual securities. If we fail to meet any such deposit requirements, our ability to settle trades through the clearinghouse may be suspended or we might be forced to restrict trading in certain stocks in order to limit clearinghouse deposit requirements. If we are unable to satisfy our deposit requirements, the clearinghouse may cease to act for us and may liquidate our unsettled clearing portfolio.

A reduction in our liquidity position could reduce our customers’ confidence in us, which could result in the withdrawal of customer assets and loss of customers, or could cause us to fail to satisfy broker-dealer or other regulatory capital guidelines, which may result in immediate suspension of securities activities, regulatory prohibitions against certain business practices, increased regulatory inquiries and reporting requirements, increased costs, fines, penalties or other sanctions, including suspension or expulsion by the SEC, FINRA or other SROs or state regulators, and could ultimately lead to the liquidation of our broker-dealers or other regulated entities. Factors which might adversely affect our liquidity positions include temporary liquidity demands due to timing differences between brokerage transaction settlements and the availability of segregated cash balances, timing differences between cryptocurrency transaction settlements between us and our cryptocurrency market makers and between us and our cryptocurrency customers, fluctuations in cash held in customer accounts, a significant increase in our margin lending activities, increased regulatory capital requirements, changes in regulatory guidance or interpretations, other regulatory

changes, or a loss of market or customer confidence resulting in unanticipated and/or excessive withdrawals or redemptions, or a suspension of redemptions or withdrawals of customer assets.

We might also need additional capital to continue to support our business and any future growth and to respond to competitive challenges, including the need to promote our products and services, develop new products and services, enhance our existing products, services and operating infrastructure, acquire and invest in complementary businesses and technologies, and to fund payments on our obligations, such as any debt obligations we might incur.

When available cash is not sufficient, we might seek to engage in equity or debt financings to secure additional funds. However, such additional funding might not be available on terms attractive to us, or at all, and our inability to obtain additional funding when needed could have an adverse effect on our business, financial condition, and results of operations. If we issue equity or convertible debt securities, our investors could suffer significant dilution, and any new class of interests could have rights, preferences and privileges superior to those of our current members. Any debt financing could involve restrictive covenants relating to our capital-raising activities and other financial and operational matters, which might make it more difficult for us to obtain additional capital and to pursue future business opportunities.

Unfavorable media coverage and other events that harm our brand and reputation could adversely affect our revenue and the size, engagement, and loyalty of our customer base. We have built a significant social media presence since the formation of our Company. To date, our brand and our reputation are two of our most important assets. Our ability to attract, build trust with, engage, and retain new and existing customers might be adversely affected by events that harm our brand and reputation, such as public complaints and unfavorable media coverage about us, our platform, and our customers, even if factually incorrect or based on isolated incidents.

If we were to receive negative coverage regarding our products and services, our customers' misuse or misunderstanding of our products and services, inappropriate or otherwise unauthorized behavior by our customers and litigation or regulatory activity, then our brand and our reputation could be materially harmed. Furthermore, any negative experiences our customers have in connection with their use of our products and services, including as a result of any such performance problems, could diminish customer confidence in us and our products and services, which could result in unfavorable media coverage or publicity.

Damage to our brand and reputation could also be caused by:

- cybersecurity attacks, privacy or data security breaches, or other security incidents, payment disruptions or other incidents that impact the reliability of our platform;
- actual or alleged illegal, negligent, reckless, fraudulent or otherwise inappropriate behavior by our management team, our other employees or contractors, our customers or third-party service providers as well as complaints or negative publicity about such individuals;
- litigation involving, or regulatory actions or investigations into, our platform or our business;
- any failures to comply with legal, tax and regulatory requirements;
- any perceived or actual weakness in our financial strength or liquidity;
- any regulatory action that results in changes to, or prohibits us from offering, certain features or services;
- changes to our policies, features or services that customers or others perceive as overly restrictive, unclear, inconsistent with our values or mission, or not clearly articulated;
- a failure to operate our business in a way that is consistent with our values and mission;

- inadequate or unsatisfactory customer support experiences;
- negative responses by customers or regulators to our business model or to particular features or services;
- a failure to adapt to new or changing customer preferences;
- a prolonged weakness in popular equities or cryptocurrencies specifically or in U.S. equity and cryptocurrency markets generally, or a sustained downturn in the U.S. economy; and
- any of the foregoing with respect to our competitors, to the extent the resulting negative perception affects the public's perception of us or our industry as a whole.

These and other events could negatively impact the willingness of our customers, and potential new customers, to do business with us, which could adversely affect our trading volumes and number of funded accounts, as well as our ability to recruit and retain personnel, any of which could have an adverse effect on our business, financial condition, and results of operations.

Uncertain business, economic, or political conditions that impact global financial markets, or by a systemic market event. As a financial company operating in brokerage services, our business, results of operations, and reputation are directly and indirectly affected by elements beyond our control, such as economic and political conditions including unemployment rates, inflation, tax and interest rates, oil prices, geopolitical conflicts, such as the Russian invasion of Ukraine, events on October 7, 2023 in Israel, financial market volatility, significant increases in the volatility or trading volume of particular securities or cryptocurrencies (such as the meme stock events of early 2021 and the Dogecoin surge of mid-2021), broad trends in business and finance, changes in volume of securities or cryptocurrencies trading generally, changes in the markets in which such transactions occur, and changes in how such transactions are processed. These elements can arise suddenly and the full impact of such conditions could have an adverse effect on our business results or remain uncertain indefinitely. Because our customer base is retail investors, we might be disproportionately affected by declines in investor confidence caused by adverse economic conditions. A prolonged market weakness, such as a slowdown causing reduced trading volume in securities, derivatives, or cryptocurrency markets, could result in the future in reduced revenues and adversely affect our business, financial condition, and results of operations. Conversely, significant upturns in such markets or conditions might cause individuals to be less proactive in seeking ways to improve the returns on their trading or investment decisions and, thus, decrease the demand for our products and services. Any of these changes could cause our future performance to be uncertain or unpredictable, and could have an adverse effect on our business results.

The effects of a pandemic or widespread outbreak of an illness, such as the novel coronavirus (COVID-19) pandemic, could have a material adverse effect on our business, financial condition, results of operations and cash flows. The global spread of the COVID-19 pandemic, which originated in late 2019 and was later declared a pandemic by the World Health Organization in March 2020, has negatively impacted the global economy, created significant volatility in global financial markets while also creating a growing user base that sought more interest and opportunity in personal investing and financing. During the most severe period of COVID-19, the United States, federal, state, and local governments enacted restrictions on travel, gatherings, and workplaces, with exceptions made for essential workers and businesses. Although the federal government on May 11, 2023, declared an end to the COVID-19 PHE declaration, given the unpredictable, unprecedented and fluid nature of the pandemic, if it were to become a serious health issue as before or a new pandemic emerges that lasts for a substantial period of time, it may amplify many of the risks discussed below to which we are subject and, it may materially and adversely affect us in ways that are not anticipated by or known to us or that we do not consider to present significant risk. Therefore, we are unable to estimate the extent to which any new pandemic or worldwide health crisis and its related impacts will adversely affect our business, financial condition and results of operations.

We may be exposed to funding transaction losses due to reversals or insufficient funds. Our operations may require some of our products and services to be paid for by electronic transfer from customers' bank accounts which exposes us to risks associated with reversals and insufficient funds. Unwinding of funds transfers due to reversals, and insufficient funds could arise from fraud, misuse, unintentional use, settlement delay, or other activities. Also, criminals are using increasingly sophisticated methods to engage in illegal activities, such as counterfeiting and fraud. If we are unable to collect and retain such amounts from the customer, or if the customer refuses or is unable, due to bankruptcy or other reasons, to reimburse us, we bear the loss for the amount of the chargeback, refund, or return. These risks will be amplified as we continue to expand our operations and add more and more customers.

Our reputation and business may be harmed if our or our vendors' computer network security or any of the databases containing customer, employee, or other personal information maintained by us or our third-party providers is compromised, which could materially adversely affect our results of operations. We collect, store, and transmit proprietary or confidential information regarding our customers, employees, job applicants, and others, including credit card information and personally identifiable information. The protection of customer, employee, and company data in the information technology systems we use (including those maintained by third-party providers) is critical.

Security could be compromised and confidential information, such as customer credit card numbers, employee information, or other personally identifiable information that we or our vendors collect, transmit, or store, could be misappropriated or system disruptions could occur. In addition, cyber-attacks such as ransomware attacks could lock us out of our information systems and disrupt our operations. We may not have the resources or technical sophistication to anticipate or prevent rapidly evolving types of cyber-attacks. Attacks may be targeted at us, our customers, our employees, or others who have entrusted us with information. Actual or anticipated attacks may cause us to incur increasing costs, including costs to deploy additional personnel and protection technologies, train employees, and engage third-party experts and consultants. Advances in computer capabilities, new technological discoveries, or other developments may result in the breach or compromise of the technology used by us to protect transactions or other sensitive data. In addition, data and security breaches could also occur as a result of non-technical issues, including intentional or inadvertent breach by our employees or by persons with whom we have commercial relationships, that result in the unauthorized release of personal or confidential information. Any compromise or breach of our or our vendors' computer network security could result in a violation of applicable privacy and other laws, costly investigations, litigation, including class actions, and notification, as well as potential regulatory or other actions by governmental agencies and harm to our brand, business, and results of operations. As a result of any of the foregoing, we could experience adverse publicity, loss of sales, the cost of remedial measures and significant expenditures to reimburse third parties for damages, which could adversely impact our results of operations. Any insurance we maintain against the risk of this type of loss may not be sufficient to cover actual losses or may not apply to the circumstances relating to any particular loss.

The techniques used by criminals to obtain unauthorized access to sensitive data change frequently and often cannot be recognized until launched against a target. Accordingly, we or our vendors may not be able to anticipate these frequently changing techniques or implement adequate preventive measures for all of them. Failure by us or our vendors to comply with data security requirements, may result in class action litigation, fines and the imposition of restrictions on our ability to accept payment cards, which could adversely affect our operations. We cannot assure you that we or our vendors will be able to satisfy the PCI data security standards. In addition, PCI is controlled by a limited number of vendors that have the ability to impose changes in fee structures and operational requirements without negotiation. Such changes in fees and operational requirements may result in our failure to comply with PCI security standards, as well as significant unanticipated expenses. Any unauthorized access into our customers' sensitive information, or other data handled by or on behalf of us, even if we are compliant with industry security standards,

could put us at a competitive disadvantage, result in deterioration of our customers' confidence in us, and subject us to potential litigation, liability, fines, and penalties and consent decrees, which could require us to expend significant resources related to remediation or result in a disruption of our operations, any of which could have a material adverse effect on our business, financial condition, and results of operations.

Our growth and success will depend on market acceptance of our platform through app stores and effective operation with mobile operating systems, networks, technologies, products, hardware and standards that we do not control. A substantial majority of our future customers' activity on our platform will occur on mobile devices. We will be dependent on the interoperability of our app with popular mobile operating systems, networks, technologies, products, hardware, and standards that we do not control, such as the Android and iOS operating systems. Any changes, bugs or technical issues in such systems, new generations of mobile devices or new versions of operating systems, or changes in our relationships with mobile operating system providers, device manufacturers or mobile carriers, or in their terms of service or policies that degrade the functionality of our future app, reduce or eliminate our ability to distribute applications, give preferential treatment to competitive products, limit our ability to target or measure the effectiveness of applications, or impose fees or other charges related to our delivery of our application could adversely affect customer usage of our future app.

Our platform will feature various tools, education, social media and Artificial Intelligence to allow our customers to analyze market opportunities and may subject us to additional risks if such tools are construed to be investment advice or recommendations. Risks associated with providing investment recommendations include those arising from how we disclose and address possible conflicts of interest, inadequate due diligence, inadequate disclosure, and human error. New regulations, such as the SEC's Regulation Best Interest and certain state broker-dealer regulations, impose heightened conduct standards and requirements on recommendations to retail investors. In addition, various states are considering potential regulations or have already adopted certain regulations that could impose additional standards of conduct or other obligations on us to the extent we provide investment advice or recommendations to our customers. If services that we do not consider to be recommendations are construed as constituting investment advice or recommendations, we could be in the future subject to investigations by regulatory agencies.

Risks Related to Regulation

Our business is subject to extensive, complex and changing laws and regulations, and related regulatory proceedings and investigations. Changes in these laws and regulations, or our failure to comply with these laws and regulations, could harm our business. The brokerage business is subject to a wide variety of local, state, federal, laws and regulations, licensing schemes, and industry standards in the United States. These laws, regulations, and standards govern numerous areas that are important to our business, and include, or might in the future include, those relating to all aspects of the securities industry, money transmission, foreign exchange, payments services (such as payment processing and settlement services), cryptocurrency, trading in shares and fractional shares, fraud detection, consumer protection, anti-money laundering, escheatment, sanctions regimes and export controls, data privacy, data protection, and data security.

We will expend substantial costs in complying with these regulations with our future products or services, expanding our operations, and other actions that we may take might subject us to additional laws, regulations, or other government or regulatory scrutiny. Regulations are intended to ensure the integrity of financial markets, to maintain appropriate capitalization of broker-dealers and other financial services companies, and to protect customers and their assets. These

regulations could limit our business activities through capital, customer protection, and market conduct requirements, as well as restrictions on the activities that we are authorized to conduct.

We operate in a highly regulated industry and, despite our efforts to comply with applicable legal requirements, like all companies in our industry, we must adapt to frequent changes in laws and regulations, and face complexity in interpreting and applying evolving laws and regulations to our business, heightened scrutiny of the conduct of financial services firms and increasing penalties for violations of applicable laws and regulations. We might fail to establish and enforce procedures that comply with applicable legal requirements and regulations. We might be adversely affected by new laws or regulations, changes in the interpretation of existing laws or regulations, or more rigorous enforcement. We also might be adversely affected by other regulatory changes related to our obligations with regard to suitability of financial products, supervision, sales practices, application of fiduciary or best interest standards (including the interpretation of what constitutes an “investment recommendation” for the purposes of the SEC’s “Regulation Best Interest” and state securities laws) and best execution in the context of our business and market structure, any of which could limit our business, increase our costs and damage our reputation.

Broker-Dealer Regulation

Broker-dealers are subject to extensive regulation by federal and state regulators and SROs, and are subject to laws and regulations covering all aspects of the securities industry. Federal and state regulators and SROs, including the SEC and FINRA, can among other things investigate, censure or fine us, issue cease-and-desist orders or otherwise restrict our operations, require changes to our business practices, products or services, or suspend or expel a broker-dealer or any of its officers or employees. Similarly, state attorneys general and other state regulators, including state securities and financial services regulators, can bring legal actions on behalf of the citizens of their states to assure compliance with state laws. In addition, criminal authorities such as state attorneys general or the DOJ may institute civil or criminal proceedings against us for violating applicable laws, rules, or regulations.

Money-Transmitter Regulation

Money transmitters are subject to regulation, primarily at the state level. We will also be subject to regulation by the CFPB. We must obtain licenses to operate as a money transmitter (or as another type of regulated financial services institution, as applicable) in the United States and in the states where this is required. As a licensed money transmitter, we will be subject to obligations and restrictions with respect to the movement of customer funds, reporting requirements, bonding requirements, and inspection by state regulatory agencies concerning those aspects of our business considered money transmission. There are substantial costs and potential product and operational changes involved in maintaining and renewing these licenses, certifications, and approvals, and we could be subject to fines, other enforcement actions, and litigation if we are found to violate any of these requirements. There can be no assurance that we will be able to (or decide to) continue to apply for or obtain any such licenses, renewals, certifications, and approvals in any jurisdictions. In certain markets, we might rely on local banks or other partners to process payments and conduct foreign currency exchange transactions in local currency, and local regulators might use their authority over such local partners to prohibit, restrict, or limit us from doing business. The need to obtain or maintain these licenses, certifications, or other regulatory approvals could impose substantial additional costs, delay or preclude planned transactions, product launches or improvements, require significant and costly operational changes, impose restrictions, limitations, or additional requirements on our business, products, and services, or prevent us from providing our products or services in a given market.

Recent statements by lawmakers, regulators and other public officials over gamification, “meme” stocks, options trading and PFOF practices have signaled an increased focus on new or additional regulations that could impact the industry. Over three

days in the spring of 2021, the Committee on Financial Services of the U.S. House of Representatives held hearings on the January 2021 market volatility and disruptions surrounding **GameStop, AMC** and other “meme” stocks at which various members of Congress expressed concerns about various market practices, including PFOF and options trading. In his testimony, Chair Gensler indicated that he had instructed the staff of the SEC to study, and in some cases make rulemaking recommendations to the SEC regarding, a variety of market issues and practices, including PFOF, so-called gamification, and whether broker-dealers are adequately disclosing their policies and procedures around potential trading restrictions; whether margin requirements and other payment requirements are sufficient; and whether broker-dealers have appropriate tools to manage their liquidity and risk. Chair Gensler also discussed the use of mobile app features such as rewards, bonuses, push notifications and other prompts. Chair Gensler suggested that such prompts could promote behavior that is not in the interest of the customer, such as excessive trading. Chair Gensler also advised that he had directed the SEC staff to consider whether expanded enforcement mechanisms are necessary. In June 2022, the majority staff of the House Financial Services Committee released a report on the market events surrounding the Early 2021 Trading Restrictions, which alleged that “Robinhood [Markets Inc.] exhibited troubling business practices, inadequate risk management, and a culture that prioritized growth above stability” and concluded in part that Congress should adopt legislation requiring the SEC and FINRA to study how market rules and supervision should evolve to address social media driven market activity. In December 2022, the SEC proposed the December 2022 Rule Proposals, which relate to (i) best execution, (ii) order competition, (iii) order execution disclosure, and (iv) order tick size and fee caps. After issuing a request for information and public comment on digital engagement practices by broker-dealers and investment advisers in August 2021, the fall 2022 regulatory agenda published by the SEC also indicated that the SEC would consider proposing rules on that topic by April 2023, specifically the use of predictive data analytics, differential marketing, and behavioral prompts.

In addition, in 2021, FINRA issued regulatory notices reminding member firms of (i) their obligations with respect to maintaining margin requirements, customer order handling, and effectively managing liquidity, with a particular focus on best execution practices and the need for member firms to make “meaningful disclosures” to inform customers of a firm’s order handling procedures during extreme market conditions, and (ii) the requirement that customer order flow be directed to markets providing the “most beneficial terms for their customers” and indicated that member firms may not negotiate the terms of order routing arrangements in a manner that reduces price improvement opportunities that would otherwise be available to those customers in the absence of PFOF. The impact that these notices might have on the ability of market participants to enter into PFOF arrangements, if any, has not been determined. In 2022, FINRA also issued a regulatory notice requesting comment on complex products and options including “whether the current regulatory framework...is appropriately tailored to address current concerns raised by complex products and options.” If FINRA amends its rules to impose additional requirements on firms with respect to determining customer eligibility and/or suitability to trade options, such rule changes could result in fewer Robinhood customers being approved to trade options which could negatively impact our options trading volumes and associated revenues.

Also, in September 2021, FINRA announced that it is reviewing firms’ use of social media marketing, including social media influencers, which is a marketing channel that we may utilize. Any limits that FINRA might impose on the use of this marketing channel could make it more difficult for us to attract new customers, resulting in slower growth.

To the extent that the SEC, FINRA, or other regulatory authorities or legislative bodies adopt additional regulations or legislation in respect of any of these areas or relating to any other aspect of our industry, we could face increased costs and risks to our business model, which our adaptation to these changes might not be successful.

We will be required to maintain net capital levels as a broker-dealer business. The SEC, FINRA, and various state regulators have stringent rules with respect to the maintenance of specific levels of net capital by securities broker-dealers. The Net Capital Rule specifies minimum capital requirements intended to ensure the general financial soundness and liquidity of broker-dealers. If we fail to maintain the required net capital levels, it could result in immediate suspension of securities activities, suspension or expulsion by the SEC or FINRA, and could ultimately lead to the liquidation of our broker-dealer business and winding down. A large operating loss or charge against net capital could have adverse effects on our ability to maintain or expand our business.

Risks Related to Cryptocurrency

The prices of most cryptocurrencies are extremely volatile. Fluctuations in the price of various cryptocurrencies might cause uncertainty in the market and could negatively impact trading volumes of cryptocurrencies, which would adversely affect the success of our business, financial condition and results of operations. The prices of most cryptocurrencies are based in part on market adoption and future expectations, which might or might not be realized. As a result, the prices of cryptocurrencies are highly speculative. The prices of cryptocurrencies have been subject to dramatic fluctuations (including as a result of the 2022 Bear Markets), and will impact, trading volumes and operating results and might adversely impact our growth strategy and business.

Cryptocurrency laws, regulations, and accounting standards are often difficult to interpret and are rapidly evolving in ways that are difficult to predict. Changes in these laws and regulations, or our failure to comply with them, could negatively impact cryptocurrency trading on our platform. Domestic and foreign regulators and governments are increasingly focused on the regulation of cryptocurrencies. In the United States, cryptocurrencies are regulated by both federal and state authorities, depending on the context of their usage. Cryptocurrency market disruptions and resulting governmental interventions are unpredictable, and might make cryptocurrencies, or certain cryptocurrency business activities, illegal altogether. As regulation of cryptocurrencies continues to evolve, there is a substantial risk of inconsistent regulatory guidance among federal and state agencies and among state governments which, along with potential accounting and tax issues or other requirements relating to cryptocurrencies, could impede the growth of our cryptocurrency operations.

Any particular cryptocurrency's status as a "security" is subject to a high degree of uncertainty and if we have not properly characterized one or more cryptocurrencies, we might be subject to regulatory scrutiny, investigations, fines, and other penalties. We intend to facilitate customer trades for certain cryptocurrencies that we believe are not securities under U.S. federal and state securities laws. The legal test for determining whether any given cryptocurrency is a security is a highly complex, fact-driven analysis that evolves over time, and the outcome is difficult to predict. The SEC staff has indicated that the determination of whether or not a cryptocurrency is a security depends on the characteristics and use of that particular asset. The SEC generally does not provide advance guidance or confirmation on the status of any particular cryptocurrency as a security. Prior public statements by senior officials at the SEC indicate that the SEC does not intend to take the position that Bitcoin or Ethereum are securities (in their current forms). Bitcoin and Ethereum are the only specific cryptocurrencies as to which senior officials at the SEC have publicly expressed such a view. Moreover, such statements are not official policy statements by the SEC and reflect only the speakers' views, which are not binding on the SEC or any other agency or court, cannot be generalized to any other cryptocurrency and might evolve. Similarly, although the SEC's Strategic Hub for Innovation and Financial Technology published a framework for analyzing whether any given cryptocurrency is a security in April 2019, this framework is also not a rule, regulation, or statement of the SEC and is not binding on the SEC. With respect to all other cryptocurrencies, there is currently no certainty under the applicable legal test that such assets are not securities, and regulators have expressed concerns about cryptocurrency platforms adding multiple new coins, some of which the regulators question might be unregistered securities. In September 2022, Chair Gensler stated in a speech that he believes

a vast majority of the nearly 10,000 tokens in the crypto market are securities and reiterated this statement in his September 2022 testimony before the U.S. Senate Committee on Banking, Housing, and Urban Affairs. Accordingly, we could be subject to legal or regulatory action in the event the SEC or a court were to determine that a cryptocurrency supported by our platform is a “security” under U.S. law.

Conflicts of Interest Risks

The information below describes material conflicts of interest that may arise in the course of the management and operation of the Company. The list of potential conflicts of interest reflects our knowledge of the existing or potential conflicts of interest as of the date hereof and neither the management nor the Company have formally documented procedures to identify, analyze or monitor any such conflicts of interest. There can be no assurance that no other conflicts of interest will arise in the future.

Our management may face conflicts of interest concerning the allocation of their time, which could result in a decreased amount of time spent developing and managing the Company’s business. The Manager, as well as its officers and advisors, may manage a portfolio of investments for other investors and/or themselves, and may engage in other business activities. The Company’s officers may have or encounter conflicts of interests with their own businesses and portfolio investments.

Risks Associated with an Investment in Securities

Best efforts offering. This Offering is being made on a “best-efforts” basis with no minimum number of Units required to be sold. As subscriptions are accepted, the subscription funds will be available for use by the Company immediately for its intended use of proceeds. Subscriptions are irrevocable and subscribers will not have the opportunity to have their funds returned notwithstanding any future lack of success in recruiting other investors. Accordingly, initial subscribers will necessarily have a greater degree of risk. The Company has not engaged the services of a placement agent or underwriter with respect to the Offering and will offer the Units through its managers and executive officers at its discretion. Nevertheless, the Company may seek to elect, at its discretion, to engage the services of a qualified broker-dealer or outside salesperson in connection with the Offering.

There is no minimum capitalization for this offering and investors’ subscription funds will be used by us as soon as they are received. There is no minimum capitalization required in this Offering. There is no assurance that all or a significant number of Units may be sold in this Offering. We will use investors’ subscription funds as soon as they are received. If only small portions of the Units are placed, then the Company may not have sufficient capital to operate. There is no assurance that we could obtain additional financing or capital from any source, or that such financing or capital would be available to us on terms acceptable to us. Under such circumstances, the Company’s plans would need to be scaled down, and this would have a material adverse effect on the Company’s business.

Units are not guaranteed and could become worthless. The Units are not guaranteed or insured by any government agency or by any private party. The amount of earnings is not guaranteed and can vary with market conditions. The return of all or any portion of capital invested in the Units is not guaranteed, and the Units could become worthless.

We are relying on certain exemptions from registration. The Units are being offered for sale in reliance upon certain exemptions from the registration requirements of the Securities Act and applicable state securities laws. If the sale of the Units were to fail to qualify for these exemptions, purchasers may seek rescission of their purchases of the Units. 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.

The Units are restricted securities and a market for such securities may never develop. Investors should be aware of the potentially long-term nature of their investment. Each purchaser of Units will be required to represent that it is purchasing such securities for its own account for investment purposes and not with a view to resale or distribution. Purchasers may be required to bear the economic risks of the investment for an indefinite period of time. The Company has neither registered the Units nor underlying securities, nor any other securities under the Securities Act. Consequently, investors may not be able to sell or transfer their securities under applicable federal and state securities laws. Moreover, there is no public market for the Company's securities, such a market is not likely to develop prior to a registration undertaken by the Company for the public offering of its securities for its own account or the account of others, and there can be no assurance that the Company will ever have such a public offering of its securities. Ultimately, each investor's risk with respect to this Offering includes the potential for a complete loss of his or her investment.

We may be required to register under the Securities Exchange Act. The Company will be required to conform to the rules and regulations promulgated under the various federal and state securities laws applicable to the conduct of its business. Management does not believe that the Company's activities, as presently contemplated, will require registration or qualification of the Company with any federal or state agency.

Although the Company does not intend to be required to register its securities under the Securities Exchange Act of 1934, as amended, it is possible that the Securities and Exchange Commission (the "SEC") may require the Company to so register. For example, under Section 12(g)(1) of the Securities Exchange Act (as amended by the JOBS Act of 2012), private companies with over 2,000 shareholders and over \$10,000,000 in assets, may be required to register with the SEC within 120 days after their fiscal year end. Such registration would increase the operational expenses of the Company and would restrict its activities, thereby possibly having an adverse effect on its business.

The Offering price is arbitrary. The price of the Units and the underlying securities offered has been arbitrarily established by the Company, without considering such matters as the state of the Company's business development and the general condition of the industry in which it operates. The price of the Units and underlying securities bears little relationship to the assets, net worth, or any other objective criteria of value applicable to the Company.

Actual results of operations will vary from the Company's projections. Management has prepared projections regarding the Company's anticipated financial performance. The Company's projections are hypothetical and based upon a presumed financial performance of the Company's business and other factors influencing our business. 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 any independent accountants. 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 our control. Therefore, actual results of operations will vary from the projections, and such variances may be material. Assumptions regarding future changes in 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, and other risks inherent to our business. While management believes that the projections accurately reflect possible future results of the Company's operations, those results cannot be guaranteed.

Additional unforeseen risks. In addition to the risks described in this section, "RISK FACTORS," and elsewhere in this Memorandum, other risks not presently foreseeable could negatively impact our business, could disrupt our operations and could cause the Company to fail.

Ultimately, each investor in the Units bears the risk of a complete and total loss of his/her/its investment.

Investments in the Company are not insured. The assets of the Company are not insured by any government or private insurer except to the extent portions may be deposited in bank accounts insured by the Federal Deposit Insurance Corporation and such deposits are subject to such insurance coverage.

The Company may become subject to SEC reporting and required to register under the Investment Company Act of 1940. The Company's operations are similar to an investment company as defined under the Investment Company Act, because the Company engages in the business of purchasing securities for investment. The Company is currently not required to register under the Investment Company Act due to an exemption for an entity which is beneficially owned by not more than one hundred (100) persons and which is not making, and does not intend to make, any public offering of its securities. Accordingly, the provisions and extensive regulations of the Investment Company Act, which might otherwise govern the activities of the Company, will not be applicable.

BUSINESS AND PROPERTIES

The Company

The Company is an early-stage, manager-managed Texas limited liability company formed on August 1, 2023. The Company's headquarters is located at: 5900 Balcones Drive, Suite 400, Austin, TX 78731; tel. 954-639-7627. See "MANAGEMENT" below. The sole manager of the Company is Lit Holdings LLC, a Wyoming limited liability company co-owned and operated by Marcel Kalinovic and Mehul Patel, 70% and 30%, respectively. See "MANAGEMENT" below.

INVESTMENT STRATEGY

Overview

The Company was formed to disrupt the financial sector by providing a more transparent stock and crypto brokerage platform developed for retail investors while empowering them with the highest quality user-interfaces, charts and educational tools. The founders have experience in building and scaling multi-million dollar companies in software, logistics and IT and plan to use their experience to challenge the status quo by eliminating dark pools, promoting accurate price discovery and leveling stock investments for the retail trader.

Market Problem

The stock-brokerage industry is estimated to be \$3.6 trillion dollars per year. Currently the stock-brokerage industry is dominated by "big-money brokers" such as Fidelity, Charles Schwab and Robinhood that use "commission-free" trades via Payment for Order Flow ("PFOF"). PFOF is used to take retail-orders away from NYSE and into "darkpools" where institutions can front-run (take a market position before executing orders) and manipulate trades.

The most recent example of market manipulation by these "big-money brokers" was in December 2020 when the SEC charged Robinhood for misleading customers about revenue sources and failing to satisfy duty of best execution. Like Fidelity and Charles Schwab, Robinhood actively touts to its customers that trading is "commission-free", but the SEC order found that due to Robinhood's "**unusually high payment for order flow rates, Robinhood customers' orders were executed at prices that were inferior to other brokers' prices.**" Moreover, the SEC order stated that Robinhood's practices caused its customers to lose over \$34 million dollars, even taking

into account the “savings” from not paying commissions. See <https://www.sec.gov/news/press-release/2020-321>

Market manipulation by dark pools prevents transparency in retail investors getting the best possible pricing in stock prices. Citigroup and Credit Suisse were both fined millions of dollars by the SEC due to market manipulation of dark pools. See <https://www.sec.gov/news/press-release/2018-193> and <https://www.sec.gov/news/press-release/2018-224>.

Lastly, retail investors are often bombarded with fake news by “independent, unbiased analyses” on websites such as Seeking Alpha, Benzinga and Wall Street Cheat Sheet. A report by a University of Baltimore business professor stated that fake news costs retail investors over \$39 billion per year. See <https://www.institutionalinvestor.com/article/2bswd7ngjgg2pd9de02rk/portfolio/fake-news-creates-real-losses>.

Solution – LitXchange

Our solution to the market problem is to make trading on LitXchange platform commission-based to eliminate the hidden-fees and market manipulation associated with PFOFs. Our platform will give our customers transparent stock pricing that we believe will save investors money.

LitXchange aims to route all trades directly to lit-markets which provides tangible price-discovery so our customers will avoid price-distorting dark-pools while allowing customers the freedom to opt-in to additional exchanges for increased flexibility.

In addition, LitXchange will provide AI-enhancements, tools and analysis to allow customers to review the most current and best data. We aim to empower our customers with the best due diligence that is culled from API-feeds, social media, news and alternative news sources and foster “hive-mind” analysis for our customers. Our UI will be user friendly and adjustable to each customer’s skill level from beginner to pro.

Please see **Exhibit A** for a more detailed discussion of our business model.

Leverage

The Company may borrow funds in the ordinary course of business at rates and on terms deemed acceptable by the Company’s Manager.

Term of Operations

The Company intends to scale and grow operations for a term of three (3) to five (5) years with the expectations of a Capital Transaction Event depending upon market conditions and the best interests of stakeholders.

A “Capital Transaction Event” occurs upon an IPO or the sale of substantially all of the assets of the Company or upon dissolution (or net proceeds of recapitalization or liquidation, as the case maybe).

Offices

The Company’s phone number is (630) 823-6959. The Company believes that it currently has adequate space to accommodate current operations in Austin, Texas. The Company expects to maintain this arrangement for at least the following 12 months. Office space will be increased if the Company deems necessary.

Competition

Competition

Our main competition includes the following stock brokerage platforms:

1. Fidelity;
2. Charles Schwab; and
3. Robinhood.

Many of our current and potential competitors have longer operating histories and financial and other resources substantially greater than those we possess. As a result, our competitors may be able to market, acquire and retain customers more effectively, or to devote greater resources than we can more efficiently. Such competitors could also attempt to increase their presence in our markets by forming strategic alliances with other competitors. Such competition could adversely affect our gross profits, margins and results of operations. There can be no assurance that we will be able to compete successfully with existing or new competitors.

Governmental Regulation

U.S. laws and regulations apply to many key aspects of our future business plans. Failure to comply with these requirements may result in, among other things, revocation of required licenses or registrations, loss of approved status, private litigation, administrative enforcement actions, sanctions, civil and criminal liability, and constraints on our ability to continue to operate. See our Risk Factors Related to Regulation

Broker-Dealer Regulation

As broker-dealers, we will be subject to extensive regulation by federal, state and SROs, and are subject to laws and regulations covering all aspects of the securities industry. Federal, state and SROs, including the SEC and Financial Industry Regulatory Authority ("FINRA"), can investigate, censure or fine us, issue cease-and-desist orders or otherwise restrict our operations, require changes to our business practices, products or services, limit our acquisition activities or suspend or expel a broker-dealer or any of its officers or employees. Similarly, state attorneys general and other state regulators, including state securities and financial services regulators, can bring and have in the past brought legal actions on behalf of the citizens of their states to assure compliance with state laws. In addition, criminal authorities such as state attorneys general or the U.S. Department of Justice (the "DOJ") may institute civil or criminal proceedings against us for violating applicable laws, rules, or regulations.

The SEC and FINRA have stringent rules and regulations with respect to the maintenance of specific levels of net capital by regulated entities. Generally, a broker-dealer's capital is its net worth plus qualified subordinated debt less deductions for certain types of assets. Rule 15c3-1 (the "Net Capital Rule") under the Securities Exchange Act of 1934, as amended (the "Exchange Act") specifies that at least a minimum part of a broker-dealer's assets be maintained in a relatively liquid form. If the Net Capital Rule is changed or expanded, or if there is an unusually large charge against our broker-dealer's net capital, our operations could be limited. A large charge or operating loss against our net capital could adversely impact our ability to maintain or expand current business, which could have a material adverse impact on our business and financial condition. If one of our regulated entities fails to maintain its required net capital, it may be subject to suspension or revocation of its registration by regulatory authorities and suspension or expulsion by these regulators could lead to the entity's liquidation.

Anti-Money Laundering and Counter-Terrorist Financing

We are subject to anti-money laundering ("AML") laws and counter-terrorist financing laws and regulations in the United States. Under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "USA Patriot Act"),

broker-dealers and money transmitters are required to “know your customer” and to monitor their customers’ transactions for suspicious transactions.

As required by the USA Patriot Act and other rules, we will have comprehensive AML, customer identification and transaction surveillance of customers designed to prevent our financial services from being used to facilitate money laundering, terrorist financing, and other illicit activity. Our program will also be designed to prevent our products and services from being used to facilitate business in countries, or with persons or entities, included on designated government sanctions lists, including lists promulgated by the U.S. Department of the Treasury’s Office of Foreign Assets Controls (“OFAC”), Specially Designated Nationals and Blocked Persons lists, and equivalent foreign lists.

Market Analysis

In January 2021, a FinTech platform called tastytrade was acquired by IG Group for over \$1 billion. *At the time of the acquisition, tastytrade had over 100,000 users.*¹ When Robinhood completed its IPO in 2021, it had over 22 million users and a market cap of \$32 billion. Our founders aim to grow the Company to the levels achieved by tastytrade and Robinhood, and have as many, if not more, customers during its term of operations.

See **Exhibit A** for market data and analysis.

MANAGEMENT

The Manager – Lit Holdings LLC

The sole Manager of the Company is Lit Holdings LLC, a Wyoming limited liability company. The Manager has its corporate address in Wyoming.

The Manager will provide the following services:

- Complete development of software to power LITXCHANGE.
- Hiring and retaining talent.
- Managing LitXchange.
- Company supervision.

Responsibility of the Manager

The Manager is accountable to the Company and must exercise good faith and integrity in handling Company affairs.

The Manager is owned and operated by Marcel Kalinovic and Mehul Patel, 70% and 30%, respectively, who are also officers of the Company.

Marcel Kalinovic, Founder, President, CEO

Marcel Kalinovic is the founder and CEO of Hot Shot Expediting, Hot Shot Logistics, Hot Shot Expediting & Logistics. He founded a multi-million dollar freight broker, trucking and third party logistics provider. Marcel also is a social media personality with an average reach of over 5 million social media accounts per month. Marcel is a former PTA president of three years for three schools in the IL District 87.

¹ <https://www.reuters.com/business/britains-ig-buy-tastytrade-1-billion-us-foray-2021-01-21/>

Mehul Patel, Founder, Vice President, CTO.

Mehul Patel is the founder and CEO of Express Text. Mehul founded a SaaS company that has achieved multi-million dollar annual revenues. Mehul has a proven track record and extensive experience in all facets of building successful software and IT companies with over 15 years in the field.

Board of Advisors

In addition, the Company may organize a team of experienced advisors that will help guide the Company forward. These advisors have no governance or voting authority.

COMPENSATION TO MANAGEMENT

Lit Holdings LLC is the sole Manager and the sole owner of the Series B Interests in the Company and will accordingly receive its pro rata share of distributions of net profits, if and when made and distributed by the Company. The officers may receive salaries once the Company is financially stable.

In addition, the Manager will be reimbursed for its expenses in managing the Company and otherwise supervising development and growth of LitXchange platform.

RETURNS TO INVESTORS

Distributions

The Company does not anticipate paying distributions in the foreseeable future to investors as management intends to reinvest profits to make the Company a leader in the stock and crypto trading for retail investors. See **Exhibit A** for the Company's growth projections.

Term of Operations

The Company intends to scale and grow operations for a term of two (2) to five (5) years with the expectations of a Capital Transaction Event depending upon market conditions and the best interests of stakeholders.

A "Capital Transaction Event" occurs upon an IPO or the sale of substantially all of the assets of the Company or upon dissolution (or net proceeds of recapitalization or liquidation, as the case maybe).

As stated earlier, tastytrade a U.K. based stock trading platform had a customer base of over 100,000 users during its term of operations, and sold for over \$1 billion. See <https://www.builtinchicago.org/2021/01/22/tastytrade-acquired-ig-group-1b-deal#>

Conversion Rights

Investors shall have the right to convert the Units into common shares of the Company ("Conversion Rights") if the Company completes an Initial Public Offering ("IPO") onto the NASDAQ or New York Stock Exchange or if more than fifty percent (50%) of the Company's outstanding membership interests are acquired by a third party ("Change of Control"). If an investor exercises its Conversion Rights, then the Units shall convert into common shares of the Company at the amount of the investor's original capital investment.

Return of Capital

Investors shall receive return of invested capital promptly following a Capital Transaction Event or the termination of the Company.

Distribution Policy

During the terms of operations, the Manager's objective is to maximize the Company's gross revenues from trading occurring on the LitXchange platform and eventually distribute net profits as soon as the Company's operations has stabilized. Therefore, the Manager does not anticipate making substantial distributions to investors except as otherwise provided herein, though it may elect in its sole discretion to pay distributions from excess cash-flow from the Company operations. The Manager also reserves the right to suspend any and all future distributions in order to capitalize future investment opportunities.

Distributions with respect to our operations will only be made to the extent cash on-hand from such operations exceeds required reserves or anticipated cash requirements. Net cash flow from the Company's operations of LitXchange platform will only be available for distribution after paying all expenses and retaining reasonable cash reserves, and then only to the extent not reinvested. See "RISK FACTORS" for investors' risks concerning the possible loss of all or part of their investment.

Depreciation and Accounting Method

The Manager reserves the right to select any depreciation method most suitable to the Company objectives. As tax law often changes, the Manager will, in consultation with the Company's Certified Public Accountant select the depreciation method most suitable to the Company objectives. The Company intends to use the Cash Method of accounting.

Tax Matters

Investors should be aware of the material federal and state income tax aspects of an investment in the Units, effective as of the date of this Memorandum. An investor should consult with their tax professional to determine the effects of the tax treatment of their purchase of Units on their individual situation.

Financial Assumptions

Income expected to be derived from customer trades and services on LitXchange platform (the "Revenues") are the only moneys available to make distributions to investors. Certain assumptions have been made in the structuring of the Company. To the extent that the LitXchange platform does not earn excess profits or we are not able to recapitalize the Company in a timely manner, or actual losses associated with the recapitalization are realized, the moneys available will likely be insufficient for the payment of any distributions to investors as a result of costs incurred by the Company. No assurance can be given that the LitXchange platform will be profitable or that any gains from recapitalization after the terms of operations will be realized. As a result, no assurances can be given that the expected level of return can be obtained. Independent of the amounts raised in this Offering, and/or the Revenues, the Company does not have any other assets available to use to pay principal or returns to investors.

ESTIMATED USE OF PROCEEDS

We intend to generally use the net proceeds from the sale of the Units to complete development of the software powering the trading platform, expand the software buildout to iOS and Android apps, hire employees and contractors, pay salaries to management, user acquisition and marketing campaign and other general corporate purposes, with broad discretion by the management of the Company.

The Company's use of proceeds may differ materially from the foregoing as a result of changing conditions and as deemed appropriate in the absolute discretion of the management. Therefore, we reserve broad discretion in the use of proceeds and the right to alter the use of proceeds of this Offering without notice in the interest of the Company and its stakeholders.

INDEMNIFICATION OF MANAGERS AND OFFICERS

Our Operating Agreement provides for indemnification of managers and officers to the fullest extent permitted under the Texas Limited Liability Company Act (the "Act"), as follows:

***Indemnification by Company.** To the fullest extent permitted by the Act, the Company shall indemnify each Manager and make advances for expenses to each Manager arising from any loss, cost, expense, damage, claim or demand, in connection with the Company, the Manager's status as a Manager or Member of the Company, the Manager's participation in the management, business and affairs of the Company or such Manager's activities on behalf of the Company. To the fullest extent permitted by the Act, the Company shall also indemnify its Officers, employees and other agents who are not Managers or Members arising from any loss, cost, expense, damage, claim or demand in connection with the Company, any such Person's participation in the business and affairs of the Company or such Person's activities on behalf of the Company.*

Operating Agreement

Our limited liability company operating agreement (the "Operating Agreement") provides for the sole authority to manage the Company to reside with one or more managers. Moreover, the Operating Agreement does not require annual meetings of the members. Special meetings of the members may be called at any time by the managers or on the written request of the members.

Our sole Manager is already in place and may only be removed by holders of a majority of our issued and outstanding voting membership interests. Investors in this Offering will only be purchasing non-voting membership interests. Accordingly, investors will have no ability to change control of our management.

Each member's and Manager's liability for the debts and obligations of the Company shall be limited as set forth in the Act, and other applicable law. Investor Members purchasing the Units shall at all times be limited in risk to their Capital Contributions. All distributions, except in the case of dissolution or liquidation, will be in the sole discretion of the Manager, subject to the provisions of our Operating Agreement and the Act.

The foregoing description of the Company's Operating Agreement should in no way be relied upon as complete, and it is qualified in its entirety by the actual Operating Agreement of the Company.

Limitation of Liability

The Operating Agreement provides that our management will not be liable for actions taken by them in good faith in furtherance of our business and will be entitled to be indemnified by us in such cases. Therefore, our members may have a more limited right against the management, their affiliates and their respective related parties than they would have absent such limitations in the Operating Agreement. In addition, indemnification of the management, their affiliates and their respective related parties could deplete our assets possibly resulting in loss by the Unit holders of a portion or all of their investment.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Management of the Company

The members of the management team (see “MANAGEMENT” above), through the Manager, devote only such time to our operations as each of them, in their sole discretion, deem necessary to help carry out our operations effectively. Each of these members may work on other projects, and operate ancillary businesses and conflicts of interest may arise in allocating management time, services, or functions among the Company and their other interests.

Conflicts of Interest

Potential conflicts of interest may arise in the course of our operations involving the Company, the Manager, and members of the management team, as well as their respective interests in other potential unrelated activities. The interests of each or any members of the Manager may also be adverse to the interests of each other and the interests of the members of the Company. The Manager and the members of the management team may each own, individually or with other investors, extensive business ventures in several markets and expect to continue to pursue other opportunities and similar ventures during the life of the Company. Notwithstanding the foregoing, the Manager and its principals will use reasonable commercial efforts to advance the interests of the Company. Accordingly, in addition to such potential conflicts of interest noted herein and under “Management of the Company” above, other conflicts of interest may exist or may arise in the future. The Company does not have any formally documented procedures to identify, analyze or monitor conflicts of interest.

Duties of the Manager to the Company

Duty of Care and the “Business Judgment Rule”

Just as officers and directors of corporations owe a fiduciary duty to their shareholders, the Manager is required to perform its duties with the care, skill, diligence, and prudence of like persons in like positions. The Manager will be required to make decisions employing the diligence, care, and skill an ordinary prudent person would exercise in the management of their own affairs. The ‘business judgment rule’ should be the standard applied when determining what constitutes care, skill, diligence, and prudence of like persons in like positions.

Duty of Disclosure

The Manager has an affirmative duty to disclose material facts to the members. Information is considered material if there is a substantial likelihood that a reasonable investor would consider it important in making an investment decision. The Manager must not make any untrue statements to the members and must not omit disclosing any material facts to the members.

Duty of Loyalty

The Manager has a duty to avoid undisclosed conflicts of interest. Before raising money from members, the Manager must disclose any conflicts that may exist between the investment interests of the Manager and the investment interests of the Company or any of the individual members.

Litigation

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.

Transfer Agent and Registrar

The Company will act as its own transfer agent and registrar for the Units issued hereby.

INCOME TAX CONSIDERATIONS

Federal Income Tax Aspects

The following discussion generally summarizes the material federal income tax consequences of an investment in the Company based upon the existing provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable U.S. Department of Treasury regulations ("Treasury regulations") thereunder, current administrative rulings and procedures and applicable judicial decisions. However, it is not intended to be a complete description of all tax consequences to the prospective members with respect to their investment in the Company. No assurance can be given that the Internal Revenue Service (the "IRS") will agree with the interpretation of the current federal income tax laws and regulations summarized below. In addition, the Company or the members may be subject to state and local taxes in jurisdictions in which the Company may be deemed to be doing business.

ACCORDINGLY, ALL PROSPECTIVE MEMBERS SHOULD SATISFY THEMSELVES REGARDING THE POTENTIAL FEDERAL AND STATE TAX CONSEQUENCES OF PARTICIPATION IN THE COMPANY AND ARE URGED TO CONSULT THEIR OWN TAX ADVISORS, ATTORNEYS OR ACCOUNTANTS IN CONNECTION WITH ANY INTEREST IN THE COMPANY. EACH PROSPECTIVE INVESTOR/MEMBER SHOULD SEEK, AND RELY UPON, THE ADVICE OF THEIR OWN TAX ADVISORS IN EVALUATING THE SUITABILITY OF AN INVESTMENT IN THE COMPANY IN LIGHT OF THEIR PARTICULAR INVESTMENT AND TAX SITUATION.

Federal Income Tax Matters

The federal income tax consequences of an investment in the Units are complex and their impact may vary depending on each member's particular tax situation. Potential members should consider the following federal income tax risks, among others: (a) the Company may be classified as an association, taxable as a corporation, which would deprive members of the tax benefit of operating in a limited liability company form (taxable as a partnership); (b) a member's share of the Company's taxable income may, in any period exceed his, her, or its share of cash distribution from the Company; (c) the allocation of the Company's income, gain, loss, deduction and credit may lack substantial economic effect and may be reallocated among the members in a manner different from that set forth in the Operating Agreement; (d) the federal income tax returns of the Company might be subject to audit, in which event any adjustments to be made in the Company's income, gains, losses, deductions, or credits would be made in a unified audit with regard to which members

would have little, if any, control; and (e) adverse changes in the federal income tax laws might occur, which could affect the Company retroactively as well as prospectively.

EACH PROSPECTIVE MEMBER IS URGED TO SEEK CONSULTATION WITH SPECIFIC REFERENCE TO INDIVIDUAL TAX SITUATIONS AND POTENTIAL CHANGES IN THE APPLICABLE LAW.

No IRS Ruling or Opinion of Legal Counsel

The Company will not request a ruling from the IRS with respect to any tax issues concerning the Company, including but not limited to whether the Company will be classified as a "partnership" for federal income tax purposes, or any issues concerning an investment in the Company. Furthermore, the Company will not obtain an opinion of counsel with respect to any of the tax issues concerning the Company or an investment in the Company.

Limited Liability Company Tax Status

The members will be entitled to deduct their distributive share of any Company tax deductions, and to include in income their distributive share of any Company income or gains if the Company is classified as a "partnership" for federal income tax purposes. If it is recognized as a "partnership" for tax purposes, the Company will not be subject to federal income tax on any of its taxable income, and all Company income, gains, losses, deductions and credits will pass through to the members and will be taxable only once to the members themselves. Classification of the Company as a partnership for federal income tax purposes will enable the members to secure the anticipated tax benefits of their investment in the Company.

Federal Taxation of Limited Liability Companies and Members

For purposes of this discussion, it is assumed the Company will be classified as a partnership for federal income tax purposes. As such, the Company incurs no federal income tax liability. Instead, all members are required to report on their own federal income tax returns their distributive share of the Company's income, gains, losses, deductions and credits for the taxable year of the Company ending with or within each member's taxable year, without regard to any Company distributions.

Taxation of Undistributed Company Income (Individual Investors)

Under the laws pertaining to federal income taxation of partnerships, no federal income tax is paid by the Company as an entity. Each individual member reports on his, her, or its federal income tax return his, her, or its distributive share of Company income, gains, losses, deductions and credits, whether or not any actual distribution is made to such member during a taxable year. Each individual member may deduct his, her, or its distributive share of Company losses, if any, to the extent of the tax basis of his, her, or its membership interests at the end of the Company year in which the losses occurred. The characterization of an item of profit or loss will usually be the same for the member as it was for the Company. Since individual members will be required to include Company income in their personal income without regard to whether there are distributions of Company income, such investors will become liable for federal and state income taxes on Company income even though they have received no cash distributions from the Company with which to pay such taxes.

Tax Law Subject to Change

Frequent and substantial changes have been made and will likely continue to be made, to the federal income tax laws. The changes made to the tax laws by legislation are pervasive and, in many cases have yet to be interpreted by the IRS or the courts.

State and Local Taxes

A detailed analysis of the state and local tax consequences of an investment in the Company is beyond the scope of this Memorandum. Prospective investors are advised to consult their own tax counsel regarding these consequences and the preparation of any state or local tax returns that a member of the Company may be required to file.

MARKET PRICE OF UNITS AND RELATED INTEREST HOLDER MATTERS

The offering price of the securities to which the Memorandum relates has been arbitrarily established by the Company and does not necessarily bear any specific relation to the assets, book value or potential earnings of the Company or any other recognized criteria of value. Neither the Units, nor the underlying securities, have been registered under the Securities Exchange Act of 1934. Our Units have not been traded or quoted on any exchange or quotation system. There is no public market in which members may sell their securities, and there can be no assurance given that such a market will ever develop. The securities offered hereby are restricted and the investors' rights to sell or transfer their interests are severely limited.

DESCRIPTION OF SECURITIES

General

Our securities currently consist of two classes of limited liability company membership interests (collectively, the "Membership Interests"), including non-voting Series A Interests and voting Series B Interests. Prior to the date of this Memorandum, we have issued a total of 9800 Series B Interests and no other securities (see "MEMORANDUM SUMMARY—Company Capitalization" and "MEMORANDUM SUMMARY—Ownership in the Company" above). Authority to govern the affairs of the Company rests solely with the Manager of the Company and not with members in their capacity as members. Managers may also be members of the Company. Only holders collectively of a majority of the Series B Interests can elect and remove the Manager(s) of the Company. Series B Interests are our only authorized voting securities, and Series A Interests have no voting rights whatsoever.

Voting Series B Interests

Holders of our Series B Interests have limited voting authority and are deemed members of the Company. The holders of our Series B Interests are entitled to one vote for each interest held of record by them (see "MEMORANDUM SUMMARY—Company Capitalization" and "MEMORANDUM SUMMARY—Ownership in the Company" above). Holders of a majority of the aggregate issued and outstanding Series B Interests can elect and remove the Manager of the Company in accordance with the Company's Operating Agreement. The holders of the Series B Interests have the right to receive distributions of net profits of the Company, when, as, and only if declared by the Manager out of funds legally available therefor. In the event of our liquidation, dissolution or winding up, the holders of the Series B Interests would have the right to share proportionately in the Company's remaining net assets to the extent funds/profits are available after payment of the Company's creditors and liquidation expenses, and then after any payments and/or or distributions to holders of our Preferred Series A Interests in accordance with the preferred payout schedule provided herein.

Series A Interests

Holders of our Series A Interests have no voting authority nor any other rights to governance of the Company, but they are deemed members of the Company. The holders of Series A Interests have the right to receive distributions of net profits of the Company, when, as, and only if declared by the Manager out of funds legally available therefore, and as otherwise provided herein and in the Company's Operating Agreement. In the event of the liquidation, dissolution or winding up of the Company, the holders of the Series A Interests would have the right to share proportionately in the Company's remaining net assets to the extent funds/profits are available after payment of the Company's creditors and liquidation expenses. See "RETURNS TO INVESTORS" above.

Undesignated Membership Interests

In the future, the Company may authorize and sell or transfer additional membership interests to that which is currently authorized, or even one or more series of membership interests not yet designated. The Manager has authority, in accordance with the provisions of our Operating Agreement, to authorize, designate and issue one or more series of other membership interests and to determine the voting rights, preferences, privileges and restrictions, including without limitation dividend rights, conversion rights, terms of redemption, liquidation preferences and the number of interests constituting any series in the designation of such series.

OTHER MATTERS

Certain Transactions

Isolated Offering Transactions

The Company, in its absolute discretion may carry out contemporaneous and additional offerings of its securities in isolated transactions on terms and conditions it deems appropriate without notice to investors herein or other stakeholders, subject to applicable securities laws.

Reg. CF Offering

Concurrently with this Offering, the Company is conducting a Regulation CF, crowdfunding capital raise. Pursuant to this Reg. CF offering, the Company is offering an aggregate of additional 100 Series A Interests.

Subscription Agreement

Purchase of the Units shall be made pursuant to the execution of a subscription agreement, the form of which is attached hereto as Appendix A, and which contains, among other things, certain representations and warranties by the subscribers and covenants reflecting the provisions set forth herein.

FINANCIAL INFORMATION

This Memorandum contains forward-looking statements. These statements are based on our management's current expectations about the businesses and the markets in which we operate. Such forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties or other factors which may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Actual operating results may be affected by various factors including, without limitation, changes in national economic conditions, competitive market conditions, uncertainties and costs related to the imposition of conditions on receipt of governmental approvals and costs of entitlement, and actual versus projected timing of events, all of which may cause such actual results to differ materially from what is expressed or forecast in this Memorandum.

Results of Operations

As of March 21, 2024, the Company had only limited cash in connection with start-up activities. The Company anticipates that it will cover its working capital requirements until sufficient investments are received.

ADDITIONAL INFORMATION

Mehul Patel or Marcel Kalinovic will be available upon request to answer questions concerning the terms of this Offering, to provide any reasonably requested information necessary to verify the accuracy of the information contained in this Memorandum and to provide such other information reasonably requested by prospective investors as they deem necessary for the purposes of considering an investment in the Company. Mr. Kalinovic can be reached by telephone at (630) 823-6959, or by e-mail at marcel@hotshotexp.net. Mr. Patel can be reached by telephone at (312) 848-2269, or by e-mail at expresstextmp@gmail.com.

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, you should not rely on it. We are not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this Memorandum is accurate as of the date on the front cover of this Memorandum only. Our business, financial condition, results of operations and prospects may have changed since that date.

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INVESTOR PRESENTATION (PITCH DECK)




- LITXCHANGE is reinventing stock brokerage as the first viable competitor to “smart money” such as Fidelity, Schwab, & Robinhood
- Our platform and business model will allow you to optimize trading strategies by harnessing the collective wisdom of Artificial Intelligence and retail investors to create a high level of swarm-intelligence to transform trading forever
- Our mission is to provide the ability for our customers to achieve swarm-intelligence strategies while mitigating the risks associated with “commission-free” trades. If it’s free, YOU are the product
- LITXCHANGE is poised to disrupt the status quo of the entire financial market industry of \$3.6 TRILLION / year

THE PROBLEM

01 COMMISSION-FREE TRADES ARE NOT FREE!

- Payment for Order Flow (PFOF) often imposes substantially higher costs on investors, debunking the deceptive notion of “free” trades.
- Darkpools serve as clandestine arenas where stock prices are manipulated and suppressed by “smart-money” institutions, distorting market dynamics to their exclusive advantage while disenfranchising ordinary investors.


02 BERNIE MADOFF CREATED PAYMENT FOR ORDER FLOW!

- PFOF serves as a conduit for market manipulation, channeling retail orders to dark pools and empowering institutions to exploit information, engage in trade front-running, prioritize self-profit, and sway prices in their favor, undermining market fairness and integrity.
- Darkpools foster an environment ripe for market manipulation, exploiting routing practices, leveraging informational advantages and conflicts of interest in their favor. Its detrimental impact inflicts significant harm on retail investors, eroding the fundamental integrity of financial markets.

03 MISINFORMATION COSTS US BILLIONS!

- Retail investors lose BILLIONS each year to misinformation, over \$39 Billion per year in the most conservative estimates.
- Investors face the daunting task of navigating through a labyrinth of data sources, many of which are malicious, while grappling with the inability to collectively analyze due-diligence and communicate their findings with others, stifling their ability to optimize trading strategies for success.

INVESTOR PRESENTATION (continued)




- The SEC fined RobinHood \$65 million for providing customers with subpar prices due to high payment for order flow rates, resulting in over \$34.1 million in losses customer’s losses, “even after taking into account the savings from not paying commission.”
- “Robinhood provided misleading information to customers about the true costs of choosing to trade with the firm.” - Stephanie Avakian, SEC Enforcement Division Director
- The SEC has filed suit against market-maker Virtu Financial for “alleged” market-manipulation; using PFOF to obtain customer orders they then allowed their hedge-fund, Virtu Americas, the ability to front-run customer’s trades & provided full access to all customers personal, private, and confidential order information in complete detail.

<https://www.sec.gov/news/press-release/2020-321>
 SEC Press Release #2020-321 “SEC Charges Robinhood Financial With Misleading Customers About Revenue Sources and Failing to Satisfy Duty of Best Execution

20%

01 HIDDEN FEES & ZERO TRANSPARENCY

PFOF markups are a significant expense for retail investors, often over 20% more than commission-based trades, resulting in substantial losses and a disturbing lack of clarity in the real cost to trade



- JP Morgan Chase was fined +\$348 million in March 2024 for allowing market manipulation across billions of trades in over 30 darkpools from 2014 through 2023.
- Billions of retail orders are traded in darkpools and over-the-counter every day, substantially suppressing and distorting stock prices. Volume has grown so much that experts are worried the stock market is no longer able to accurately reflect the price of securities.
- A dark pool is a private, poorly-regulated trading venue where financial instruments are bought and sold. It operates outside traditional stock exchanges, reducing price-transparency, and allowing price-distortion in favor of large institutions.
- Dark pools disadvantage retail investors by operating nearly invisibly, hindering retail’s ability to make informed decisions based on real-time prices and visible market trends. These venues foster an environment where institutions gain advantages through the front running of retail trades, market manipulation, and price distortions that causes material losses to investors.

www.investopedia.com/articles/investing/06/07/15/eros-and-cons-dark-pools-lipstick-to-use#citation-1
<https://www.federalreserve.gov/newsevents/pressreleases/enforcement/20240314a.htm>
<https://www.ncc.gov/news-issuances/news-releases/2024/mr-ncc-2024-25.html>

63%

02 PAYMENT FOR ORDER FLOW & DARKPOOLS CAUSE MATERIAL LOSSES

63% of ALL RETAIL TRADES are executed in the shadows of darkpools and OTC transactions by financial institutions

INVESTOR PRESENTATION (continued)



- High-frequency trading algorithms scan the web for news articles, then make decisions and trades based on that news even if it's malicious in nature or fake-news. Short & distort campaigns are highly effective due to this manipulation of AI-based HFT algorithms.
- Investors lack a unified platform for gathering, analyzing, and sharing due diligence. People currently spend an excess amount of time navigating thousands of posts & websites searching for information and separating fake-news from real news, while attempting to formulate strategies and make trades, wasting valuable time.
- A staggering \$341 BILLION loss was triggered in the S&P500 in a 30 minute span from 1 fake-news article by ABC to the detriment of retail-investors. The 2017 report falsely claimed that former National Security Adviser Mike Flynn would testify that Donald Trump instructed him to contact Russian officials during the 2016 election.

\$39 Billion

03 FAKE NEWS HURTS RETAIL THE MOST

Fake & malicious news costs retail investors literally \$100's of Billions EACH YEAR

<https://www.ubalt.edu/news/news-releases.cfm?id=3425>
 Published reports from University of Baltimore business professor & head of Cybersecurity Management & Risk programs, Roberto Cavazos, and CHLO, a leading AI-driven cybersecurity firm.



LIT SOLUTIONS

NO HIDDEN FEES!

- LIT  XCHANGE will eliminate hidden charges and increases transparency via our competitive commission-based trades with no hidden mark-ups or fees.
- Retail investors will save money trading by paying low, up-front commissions, and avoid hidden fees & risks associated with Payment for Order Flow, and darkpool trade routing.
- Investors know exactly what each trade will cost prior to execution & can easily track their expenses, without surprises.

AVOID DARKPOOLS

- LIT  XCHANGE will route trades directly to lit- markets, ensuring real price-discovery, empowering you to have a meaningful impact on financial markets!
- We will avoid Payment for Order Flow from price-distorting darkpools, but allow customers the freedom of choice to opt-in to additional exchanges for additional liquidity if needed. YOU decide.
- Empower your financial journey with our exclusive financial management advisory offices, where inexperienced investors can learn to trade, or leverage the expertise of skilled financial advisors to strategically trade funds on their behalf—an invaluable option for retail investors seeking professional asset-management in the dynamic world of trading.

BLEEDING-EDGE USER INTERFACE

- LIT  XCHANGE will provide automated AI-enhancements & tools empowering users to collectively engage in comprehensive data analysis and due diligence alongside fellow investors within our collaborative Think Tanks, fostering a hive-mind approach for informed decision-making.
- Our user-interface & AI seamlessly incorporates the finest features and API feeds from leading social media, news, and alternative news platforms, and scrutinizes & filters the information.
- We will offer intuitive and user-friendly charts that are customizable to accommodate every user's skill level.

INVESTOR PRESENTATION (continued)



LIT PLATFORM

ARTIFICIAL INTELLIGENCE ENHANCEMENTS & ASSISTANCE


- Our A.I. driven stock trading platform is being engineered to be the ultimate aggregator for financial news and customized analysis from 1000's of sources.
- LIT  XCHANGE will facilitate easy technical & fundamental analysis, provides in-depth insights into news, trends, and data collection with the use of automated A.I.
- Information is curated by our A.I. web-crawling algorithms which procure data from; news, blogs, social media, and non-mainstream sources specific to each stock ticker. The A.I. automatically filters them for quality, relevance, and accuracy prior to displaying them on your user dashboard & directly into our Think Tanks with AI notations, constantly delivering updated, insightful due diligence to you and fellow shareholders.

REAL-TIME THINK TANKS

- LIT  XCHANGE Think Tanks are powerful, real-time chat-based communities dedicated to each stock ticker, designed to facilitate a collaborative analysis ecosystem between the collective of retail investors with the assistance of our automated A.I.
- Our Think Tanks will enable retail investors to engage in deep collective research and discussion, enhancing their due diligence as a true hive-mind.
- By integrating A.I. curated data, graphics, and media into each Think Tank, we will provide a foundation for informed discussion, analysis, and strategic planning. This empowers investors to harness their collective intelligence, fostering a community that operates with the efficiency and adaptability of swarm-intelligence, turning individual insights into a powerful collective strategy.


SWARM INTELLIGENCE

- Swarm Intelligence optimizes collaborative decision-making, leveraging the collective power of the LIT  community within our Think Tanks.
- Our platform will synthesize diverse insights ensuring that each user's decisions are supported by comprehensive A.I. and ever-evolving crowd-sourced collaborative intelligence.
- Our technology will not only provide real-time, actionable insights, but also fosters a symbiotic environment where investors can strategize with a shared consciousness.
- This combination of AI provided information, AI assistance, and human-driven intelligence working in conjunction transforms individual knowledge into a collective wisdom.



LIT MARKETPLACE



USER INNOVATION

- The LIT  Marketplace Ecosystem platform will catalyze innovation by empowering third-party developers & partners to create and monetize custom applications, A.I., content, bots, charts, etc, igniting the creativity of the global developer community.
- This initiative supports individual creativity and strengthens the collective fabric of our ecosystem, fostering a space where novel trading solutions and services can flourish and benefit all users.

COMMUNITY DRIVEN PLATFORM

- We will provide a platform that allows users comprehensive access to a multitude of third-party applications and tools. This enables users to tailor the platform to their needs, fostering a personalized trading experience.
- More than just a marketplace, our platform will serve as a cornerstone for a community-driven ecosystem, where continuous innovation is fueled by collective intelligence and collaboration.
- This approach not only differentiates us from traditional brokers but also reinforces our commitment to empower the collective community through our ecosystem.

DYNAMIC EXPANSION

- Continuous LIT  platform-expansion will ensure the marketplace remains vibrant and dynamic, constantly enriched with new applications, integrations, and capabilities as we expand.
- This growth is not just organic but will be a testament to the collaborative effort between users who dictate demand and developers who respond with ingenuity.
- By enabling developers to earn through paid applications and subscriptions, we will cultivate a self-sustaining cycle of innovation that benefits the entire community and the growth of LIT  XCHANGE concurrently.

INVESTOR PRESENTATION (continued)

FINANCIAL EDUCATION



RETAIL LOCATIONS

- LITXCHANGE will be opening several retail locations in the distant future to serve as a conduit between prospective & current customers, and our team. The retail location is expected to be implemented for several years, but is in our long term plans.
- We plan to offer a variety of live, in-person courses, financial advice, guest speakers, & free educational courses on finance at various retail-offices conveniently located in America's most-popular shopping centers and malls.
- Computers & tablets will be provided for hands-on learning for customers to practice trading, charting, intro to our software, and more.

TOP NOTCH CUSTOMER SUPPORT

- Receive guidance & support on all of our products & software, ask questions and get answers from real-live experts, financial advisors, and tech-professionals for as long as necessary to help you become a confident retail investor.
- Hands-on technical assistance for our software & websites with step-by-step instruction on how to set-up accounts, utilize apps for computer/phone/tablets, make transfers, trades, configure charts, & more.
- Phone, online, and in-person support (in-person will be available at our retail locations in the future expansion)

FINANCIAL ADVISORY PLANNING

- Certified Financial Advisors will be available to guide you with your portfolio, savings, retirement goals, tax strategies, changes in income or insurance needs, and more.
- Not tech-savvy? No time to trade? We offer professional wealth-management stock & bond portfolio services with personalized tax-savings optimizations.
- Full-service financial planning, advice, and investment management services, including sourcing top-tier tax attorneys, accountants & more as needed based on your needs as we expand into asset-management services in the near-term future.

TARGET MARKET



INFORMED INVESTORS

- These are individuals who have invested time and effort into understanding the intricacies of financial markets. They often conduct thorough research, stay updated on market trends, and make informed decisions based on fundamental and technical analysis.
- Educated retail investors are attracted to LITXCHANGE because we offer a wide range of investment options and tools to execute their strategies effectively. They value transparency, reliability, and accessibility in their trading experience.

ADVOCATES FOR FAIR FINANCIAL MARKETS

- This segment consists of investors who are deeply concerned about the prevalence of market manipulation and unfair practices within the financial industry. They prioritize integrity and ethical conduct in their investment journey and actively seek platforms that prioritize transparency and regulatory compliance.
- These individuals are often vocal about holding market participants accountable and are drawn to LITXCHANGE because we demonstrate a commitment to fostering a fair and level playing field for all investors.

RESILIENT INVESTORS

- Many individuals have experienced significant financial losses during instances of market volatility, often due to the actions of institutional investors or systemic vulnerabilities within the financial system.
- This segment includes investors who have been disillusioned by traditional investment avenues and are seeking alternative opportunities to protect and grow their wealth, and rewrite the future of financial markets for the better. They are particularly interested in LITXCHANGE as we enable retail with swarm intelligence, A.I. assistance, risk mitigation tools, collective research, and a proactive approach to addressing market manipulation.

INVESTOR PRESENTATION (continued)

LIT🔥FOUNDERS



MEHUL PATEL

Founder, Vice President, Chief
Technology Officer

Founder & CEO: Express Text.
Founded multimillion dollar SaaS company.
Proven track record and extensive experience in
all facets of building successful software & IT
companies with over 15 years in the field.



MARCEL KALINOVIC

Founder, President, Chief
Executive Officer

Founder & CEO: Hot Shot Expediting, Hot Shot
Logistics, Hot Shot Expediting & Logistics.
Founded multimillion dollar freight brokerage,
trucking, & 3rd party logistics providers. Social
media personality with reach of +11
million/month. Former PTO President of +3
years consecutively for 3 schools concurrently
in IL District 87 prior to relocating.

CREATING VALUE & EARNING PROFIT



- Low commission-based trades with significantly reduced rates for founding-members & larger volume customers.
- Users transferring-in significant assets will receive lower commissions and larger bonuses, incentivizing users to join.
- Free Level 1 trade data, and enhanced Level 2 data available via inexpensive, monthly subscription basis.
- Share lending profits shared between LIT🔥 and retail investors. (automatically ALWAYS OFF, users must manually opt-in and sign verification agreements. Users will be able to see their setting remains ON or OFF, at all times for confirmation.)
- Optional subscription-services allow users opportunity for increased capabilities within our human & AI enhanced Think Tanks, such as upgraded A.I., custom emojis, gifs, avatars, longer post-lengths, trophies, exclusive-content, and more features not yet being made public.
- Retail store locations will provide financial education, inform new retail investors about our products, spread awareness, bring new assets under management, and provide in-person customer support, proving to investors that we are here for them as real-live people. (future expansion)
- LIT🔥 Marketplace offers discounted rates to customers for featured-partner FINTECH companies providing revenue sharing opportunities and even more high-quality tools to retail.
- LIT🔥 Marketplace retail investors/coders/engineers can earn money by creating a variety of bots, charts, tools, trackers, and more to be sold on a subscription basis in which we take a percentage fee.
- Portfolio-management fees for AUM such as investment and retirement accounts.
- Tax attorneys, tax strategies, CPA's, and more will eventually be provided to customers in our retail locations and online in which we take a percentage fee.
- Future expansion into self-clearing trades.
- Future expansion into a clearing-house.
- Future expansion into market-making.
- Many more value and profit strategies are not yet being disclosed to the public.

INVESTOR PRESENTATION (continued)

HIGHLIGHTS



- LIT🔥XCHANGE is poised to disrupt the status quo of the entire financial market industry of \$3.6 TRILLION / year.
- We're reinventing the stock brokerage as the first viable competitor to "big-money brokers" such as; Fidelity, Schwab, Robinhood, Webull, etc.
- We will aim to directly route retail trades to LIT MARKETS, such as NYSE, unlike other competitors who process orders in darkpools.
- We are the FIRST viable FINTECH stock brokerage which is being created for retail, by retail to challenge the market-making industry which exceeds \$580 BILLION / DAY.
- Retail investor's will save money by utilizing our transparent, commission-based trading model that avoids hidden markups, fees, and manipulation originating from payment for order flow.
- We avoid darkpools to provide more TRANSPARENCY and REAL price-discovery on the NBBO, national-best bid & offer.
- Artificial Intelligence automatically crawls the web for new data from millions of sources, filters new data for accuracy & bias.
- AI vets & enhances important data, and sends it directly into the stock's Think Tanks for swarm-intel analysis by users in real-time.
- We have an organic social-media reach of over 11 million per month.
- Thousands of users are enrolled on our wait-list and awaiting the launch of LitXchange to transfer-in their assets & begin trading.
- Our founders have verifiable experience building & scaling multi-million dollar companies in software, logistics, SAAS, and information technology.
- Our twitter-poll of over 420,000 views indicates that 91.9% of voters are HIGHLY INTERESTED in stock broker that avoids PFOF and price-distorting darkpools, LIT🔥XCHANGE. An additional 3.7% voted "Maybe", and only 4.3% voted "No".

THE OFFERING LITE MOONWALKER: \$500



Offering investment subscriptions are CUMULATIVE!

2 x \$500 investments = receive the \$1000 level of perks!

2 x \$2,500 investments = receive the \$5000 level of perks!

EARLY BIRD BONUS FOR ALL TIERS:

(Early bird means any investments funded during the first \$250,000 total offering in LIT🔥XCHANGE)

- Special status within LIT🔥 Think Tanks for life as a token of appreciation.
- Priority access to all programs, products, and services before launch, or being made available to the general public including BETA.
- Special offers & deals will be made available exclusively to early-bird investors

- Early access to market insights and research reports
- 1 x Exclusive Investor NFT
- 1 x Copper Coin (LIT🔥XCHANGE branded Premium Limited Edition)
- 1 x Custom LIT🔥XCHANGE Hoodie
- 6 Months of Free Level 2 Data Subscription Service
- 25% Discount on Stock Trades for 6 months (up to 150 trades)
- Early access to new investment opportunities, projects, and services
- First Buyer Rights of Additional Stock prior to our IPO on NYSE
- Equity share ownership %

INVESTOR PRESENTATION (continued)

THE OFFERING

SILVERBACK: \$1,000

Offering investment subscriptions are CUMULATIVE!

2 x \$500 investments = receive the \$1000 level of perks!

2 x \$2,500 investments = receive the \$5000 level of perks!

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 (Early bird means any investments funded during the first \$250,000 total offering in LITXCHANGE)

- Special status within LITXCHANGE Think Tanks for life as a token of appreciation.
- Priority access to all programs, products, and services before launch, or being made available to the general public including BETA.
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- Early access to market insights and research reports
- 1 x Exclusive Investor NFT (1 of a kind)
- 1 x Copper Coin (LITXCHANGE branded Premium Limited Edition)
- 1 x Custom LITXCHANGE Hoodie (Limited Edition)
- 1 x .999 Silver Coin (LITXCHANGE branded Premium Limited Edition)
- 6 months ALPHA-subscription to LITXCHANGE Think-Tanks
- 12 Months of Free Level 2 Data Subscription Service
- 25% Discount on Stock Trades for 12 months (up to 250 trades per year)
- Early access to new investment opportunities, projects, and services
- First Buyer Rights of Additional Stock prior to our IPO on NYSE
- Equity share ownership %

THE OFFERING

APEX LEGEND: \$2,000

Offering investment subscriptions are CUMULATIVE!

2 x \$500 investments = receive the \$1000 level of perks!

2 x \$2,500 investments = receive the \$5000 level of perks!

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 (Early bird means any investments funded during the first \$250,000 total offering in LITXCHANGE)

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- Priority access to all programs, products, and services before launch, or being made available to the general public including BETA.
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- Early access to market insights and research reports
- 1 x Exclusive Investor NFT (1 of a kind)
- 1 x Copper Coin (LITXCHANGE branded Premium Limited Edition)
- 1 x Custom LITXCHANGE Hoodie (Limited Edition)
- 1 x .999 Silver Coin (LITXCHANGE branded Premium Limited Edition)
- Personalized investment newsletter with curated stock recommendations
- 1 x pair of LITXCHANGE Socks (Limited Edition)
- 1 x Premium Investor NFT (Limited Edition)
- 12 months ALPHA-subscription to LITXCHANGE Think-Tanks
- 18 Months of Free Level 2 Data Subscription Service
- 50% Discount on Stock Trades for 18 months (up to 250 trades per year)
- Early access to new investment opportunities, projects, and services
- First Buyer Rights of Additional Stock prior to our IPO on NYSE
- Equity share ownership %.

INVESTOR PRESENTATION (continued)



THE OFFERING

JUGGERNAUT: \$5,000

Offering investment subscriptions are CUMULATIVE!

2 x \$500 investments = receive the \$1000 level of perks!

2 x \$2,500 investments = receive the \$5000 level of perks!

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(Early bird means any investments funded during the first \$250,000 total offering in LITXCHANGE)

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- Priority access to all programs, products, and services before launch, or being made available to the general public including BETA.
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- 1 x Exclusive Investor NFT (1 of a kind)
- 1 x Copper Coin (LITXCHANGE branded Premium Limited Edition)
- 1 x Custom LITXCHANGE Hoodie (Limited Edition)
- 1 x .999 Silver Coin (LITXCHANGE branded Premium Limited Edition)
- 1 x .999 Silver Coin (LITXCHANGE branded Premium Limited Edition)
- Personalized investment newsletter with curated stock recommendations
- 1 x pair of LITXCHANGE Socks (Limited Edition)
- 1 x Premium Investor NFT (Limited Edition)
- LIFETIME ALPHA-subscription to LITXCHANGE Think-Tanks
- 36 Months of Free Level 2 Data Subscription Service
- 50% Discount on Stock Trades for 36 months (up to 250 trades per year)
- Early access to new investment opportunities, projects, and services
- 1 x Framed NFT wall art, personalized & signed by LITXCHANGE founders Marcel & Mehul
- First Buyer Rights of Additional Stock prior to our IPO on NYSE
- Equity share ownership %



THE OFFERING

INTERSTELLAR INVESTOR: \$7,500

Offering investment subscriptions are CUMULATIVE!

2 x \$500 investments = receive the \$1000 level of perks!

2 x \$2,500 investments = receive the \$5000 level of perks!

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- Priority access to all programs, products, and services before launch, or being made available to the general public including BETA.
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- 1 x .999 Silver Coin (LITXCHANGE branded Premium Limited Edition)
- Personalized investment newsletter with curated stock recommendations
- 1 x pair of LITXCHANGE Socks (Limited Edition)
- 1 x Premium Investor NFT (Limited Edition)
- LIFETIME ALPHA-subscription to LITXCHANGE Think-Tanks
- 1 x Hyper Premium NFT (1 of a kind)
- LIFETIME invitations to annual investor conference or networking events
- 48 Months of Free Level 2 Data Subscription Service
- 50% Discount on Stock Trades for 48 months (up to 250 trades per year)
- Early access to new investment opportunities, projects, and services
- 1 x Framed NFT wall art, personalized & signed by LITXCHANGE founders Marcel & Mehul
- First Buyer Rights of Additional Stock prior to our IPO on NYSE
- Equity share ownership %

INVESTOR PRESENTATION (continued)



THE OFFERING

GAMMA SQUEEZER: \$10,000

Offering investment subscriptions are CUMULATIVE!

2 x \$500 investments = receive the \$1000 level of perks!

2 x \$2,500 investments = receive the \$5000 level of perks!

EARLY BIRD BONUS FOR ALL TIERS:
 (Early bird means any investments funded during the first \$250,000 total offering in LITXCHANGE)

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- Priority access to all programs, products, and services before launch, or being made available to the general public including BETA.
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- 1 x Exclusive Investor NFT (1 of a kind)
- 1 x Copper Coin (LITXCHANGE branded Premium Limited Edition)
- 1 x Custom LITXCHANGE Hoodie (Limited Edition)
- 1 x .999 Silver Coin (LITXCHANGE branded Premium Limited Edition)
- 1 x .999 Silver Coin (LITXCHANGE branded Premium Limited Edition)
- Personalized investment newsletter with curated stock recommendations
- LIFETIME access to online keynote speeches and Q&A conferences with financial advisors & special guests
- 1 x pair of LITXCHANGE Socks (Limited Edition)
- 1 x Premium Investor NFT (Limited Edition)
- LIFETIME ALPHA-subscription to LITXCHANGE Think-Tanks transferrable to your heir in perpetuity
- 1 x Hyper Premium NFT (1 of a kind)
- LIFETIME invitations to annual investor conference or networking events
- 72 Months of Free Level 2 Data Subscription Service
- 65% Discount on Stock Trades for 60 months (up to 250 trades per year)
- Early access to new investment opportunities, projects, and services
- 1 x Framed NFT wall art, personalized & signed by LITXCHANGE founders Marcel & Mehl
- First Buyer Rights of Additional Stock prior to our IPO on NYSE
- Equity share ownership %



THE OFFERING

DEEP FUCKING VALUE INVESTOR: \$25,000

Offering investment subscriptions are CUMULATIVE!

2 x \$500 investments = receive the \$1000 level of perks!


2 x \$2,500 investments = receive the \$5000 level of perks!

EARLY BIRD BONUS FOR ALL TIERS:
 (Early bird means any investments funded during the first \$250,000 total offering in LITXCHANGE)

- Special status within LITXCHANGE Think Tanks for life as a token of appreciation.
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- 1 x Custom LITXCHANGE Hoodie (Premium Limited Edition)
- 1 x .999 Silver Coin 1 oz (LITXCHANGE branded Premium Limited Edition)
- 1 x .999 Silver Coin 1 oz (LITXCHANGE branded Premium Limited Edition)
- 1 x .999 Silver Bar 10 oz (LITXCHANGE branded Premium Limited Edition)
- Personalized investment newsletter with curated stock recommendations
- LIFETIME access to online keynote speeches and Q&A conferences with financial advisors & special guests
- 1 x pair of LITXCHANGE Socks (Limited Edition)
- 1 x Premium Investor NFT (Limited Edition)
- Dedicated customer support line priority (Front-of-line access; online, by phone, in-person)
- Engraved founding-investor plaque (Limited Edition)
- 1 x Hyper Premium NFT (1 of a kind)
- LIFETIME ALPHA-subscription to LITXCHANGE Think-Tanks transferrable to your heir in perpetuity
- LIFETIME invitations to annual investor conference or networking events
- LIFETIME of Free Level 2 Data Subscription Service
- LIFETIME 10% Discount on Asset-Management Fees upon the future-launch of our Asset Management Program
- Private video-call with Founders, Marcel & Mehl
- 65% Discount on Stock Trades for 100 month (up to 250 trades per year)
- Early access to new investment opportunities, projects, and services
- 1 x Framed NFT wall art, personalized & signed by LITXCHANGE founders Marcel & Mehl
- First Buyer Rights of Additional Stock prior to our IPO on NYSE
- Equity share ownership %

INVESTOR PRESENTATION (continued)



THE OFFERING

TITAN: \$50,000

Offering investment subscriptions are CUMULATIVE!

2 x \$500 investments = receive the \$1000 level of perks!

2 x \$2,500 investments = receive the \$5000 level of perks!

EARLY BIRD BONUS FOR ALL TIERS:
(Early bird means any investments funded during the first \$250,000 total offering in LIT🔥XCHANGE)

- Special status within LIT🔥 Think Tanks for life as a token of appreciation.
- Priority access to all programs, products, and services before launch, or being made available to the general public including BETA.
- Special offers & deals will be made available exclusively to early-bird investors

- Early access to market insights and research reports
- 1 x Exclusive Investor NFT (1 of a kind)
- 1 x Copper Coin (LIT🔥XCHANGE branded Limited Edition)
- 1 x Custom LIT🔥XCHANGE Hoodie (Limited Edition)
- 1 x .999 Silver Coin 1 troy oz (LIT🔥XCHANGE branded Limited Edition)
- 1 x .999 Silver Coin 1 troy oz (LIT🔥XCHANGE branded Premium Limited Edition)
- 1 x .999 Silver Bar 10 troy oz (LIT🔥XCHANGE branded Premium Limited Edition)
- 1 x .999 Silver Kilo Bar 32.15 troy oz (LIT🔥XCHANGE branded Limited Edition)
- Personalized investment newsletter with curated stock recommendations
- LIFETIME access to online keynote speeches and Q&A conferences with financial advisors & special guests
- 1 x pair of LIT🔥XCHANGE Socks (Limited Edition)
- 1 x Premium Investor NFT (Limited Edition)
- Dedicated customer support line priority (Front-of-line access; online, by phone, in-person)
- Engraved founding-investor plaque (Limited Edition)
- 1 x Hyper Premium NFT (1 of a kind)
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- LIFETIME invitations to annual investor conference or networking events
- LIFETIME of Free Level 2 Data Subscription Service
- LIFETIME 25% Discount on Asset-Management Fees upon the future-launch of our Asset Management Program
- Free yearly 1 on 1 consultation with a financial advisor for life
- Private video-call with Founders, Marcel & Mehul
- Private dinner with Founders, Marcel & Mehul
- 65% Discount on Stock Trades for 100 months (up to 250 trades per year)
- Early access to new investment opportunities, projects, and services
- 1 x Framed NFT wall art, personalized & signed by LIT🔥XCHANGE founders Marcel & Mehul
- First Buyer Rights of Additional Stock prior to our IPO on NYSE
- Equity share ownership %



THE OFFERING

CAPITAL COMMANDER: \$100,000

Offering investment subscriptions are CUMULATIVE!

2 x \$500 investments = receive the \$1000 level of perks!

2 x \$2,500 investments = receive the \$5000 level of perks!

EARLY BIRD BONUS FOR ALL TIERS:
(Early bird means any investments funded during the first \$250,000 total offering in LIT🔥XCHANGE)

- Special status within LIT🔥 Think Tanks for life as a token of appreciation.
- Priority access to all programs, products, and services before launch, or being made available to the general public including BETA.
- Special offers & deals will be made available exclusively to early-bird investors

- Early access to market insights and research reports
- 1 x Exclusive Investor NFT (1 of a kind)
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- 1 x .999 Silver Coin 1 troy oz (LIT🔥XCHANGE branded Premium Limited Edition)
- 1 x .999 Silver Bar 10 troy oz (LIT🔥XCHANGE branded Premium Limited Edition)
- 1 x .999 Silver Kilo Bar 32.15 troy oz (LIT🔥XCHANGE branded Limited Edition)
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- LIFETIME access to online keynote speeches and Q&A conferences with financial advisors & special guests
- 1 x pair of LIT🔥XCHANGE Socks (Limited Edition)
- 1 x Premium Investor NFT (Limited Edition)
- Dedicated customer support line priority (Front-of-line access; online, by phone, in-person)
- Engraved founding-investor plaque (Limited Edition)
- 1 x Hyper Premium NFT (1 of a kind)
- LIFETIME ALPHA-subscription to LIT🔥XCHANGE Think-Tanks transferrable to your heir in perpetuity
- LIFETIME invitations to annual investor conference or networking events
- LIFETIME of Free Level 2 Data Subscription Service
- LIFETIME 50% Discount on Asset-Management Fees upon the future-launch of our Asset Management Program
- Free yearly 1 on 1 consultation with a financial advisor for life
- Private video-call with Founders, Marcel & Mehul
- Private dinner with Founders, Marcel & Mehul
- Golf outing for you and a friend with Founders, Marcel & Mehul in Dallas, TX
- 75% Discount on Stock Trades for 100 months (up to 250 trades per year)
- Early access to new investment opportunities, projects, and services
- 1 x Framed NFT wall art, personalized & signed by LIT🔥XCHANGE founders Marcel & Mehul
- First Buyer Rights of Additional Stock prior to our IPO on NYSE
- Equity share ownership %

INVESTOR PRESENTATION (continued)

THE OFFERING

DELTA BOSS: \$500,000



Offering investment subscriptions are CUMULATIVE!

2 x \$500 investments = receive the \$1000 level of perks!

2 x \$2,500 investments = receive the \$5000 level of perks!

EARLY BIRD BONUS FOR ALL TIERS:
 (Early bird means any investments funded during the first \$250,000 total offering in LIT XCHANGE)

- Special status within LIT XCHANGE Think Tanks for life as a token of appreciation.
- Priority access to all programs, products, and services before launch, or being made available to the general public including BETA.
- Special offers & deals will be made available exclusively to early-bird investors

- Early access to market insights and research reports
- 1 x Exclusive Investor NFT (1 of a kind)
- 1 x Copper Coin (LIT XCHANGE branded Limited Edition)
- 1 x Custom LIT XCHANGE Hoodie (Limited Edition)
- 1 x Custom LIT XCHANGE Baseball Cap (Limited Edition)(Limited Edition)
- 1 x .999 Silver Coin 1 troy oz (LIT XCHANGE branded Limited Edition)
- 1 x .999 Silver Coin 1 troy oz (LIT XCHANGE branded Premium Limited Edition)
- 1 x .999 Silver Bar 10 troy oz (LIT XCHANGE branded Premium Limited Edition)
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- LIFETIME invitations to annual investor conference or networking events
- LIFETIME of Free Level 2 Data Subscription Service
- LIFETIME 50% Discount on Asset-Management Fees upon the future-launch of our Asset Management Program
- Free yearly 1 on 1 consultation with a financial advisor for life
- Private video-call with Founders, Marcel & Mehul
- Private dinner with Founders, Marcel & Mehul
- Private tour of LIT XCHANGE headquarters
- Golf outing for you and a friend with Founders, Marcel & Mehul
- First Class Airfare & Hotel to Park City, Utah for Snowboarding/Skiing trip with Founders Marcel & Mehul
- 75% Discount on Stock Trades for 360 months (up to 250 trades per year)
- Early access to new investment opportunities, projects, and services
- 1 x Framed NFT wall art, personalized & signed by LIT XCHANGE founders Marcel & Mehul
- First Buyer Rights of Additional Stock prior to our IPO on NYSE
- Equity share ownership %.

LIT XCHANGE

BUSINESS PLAN


(begins next-page)

INVESTOR PRESENTATION (Business Plan)


BUSINESS PLAN

LIT XCHANGE



- LIT  XCHANGE is a cutting-edge fintech platform that will revolutionize stock trading by processing orders on lit-markets to avoid price distorting dark-pools & PFOF.
- Our mission is to effectively mitigate the risks associated with commission-free trades which are routed through darkpools via payment for order flow, enabling market manipulation, hidden-fees, and front-running of retail trades.
- We aim to empower retail investors to optimize trading strategies by harnessing the strengths of collective human-beings combined with automated Artificial Intelligence enhancements for a level of swarm-intelligence poised to change the way retail-investors view stock trading entirely.

1. Business Overview:

- LIT  XCHANGE is a cutting-edge fintech platform that will revolutionize stock trading by processing orders on lit-markets to avoid price distorting dark-pools & PFOF (payment for order flow).
- Our mission is to effectively mitigate the risks associated with commission-free trades which are routed through darkpools via payment for order flow, enabling market manipulation, hidden-fees, and front-running of retail trades.
- We aim to empower retail investors to optimize trading strategies by harnessing the strengths of collective human-beings combined with automated Artificial

INVESTOR PRESENTATION (Business Plan continued)

Intelligence enhancements for a level of swarm-intelligence poised to change the way retail-investors view trading entirely.

2. Market Analysis

2.1. Market Size and Growth:

- The New York Stock Exchange trades \$18.9 billion per day, on average, and is the primary liquidity event for institutional and retail investors.
- Global equity markets have nearly tripled in size since 2003, climbing to \$109 trillion in total market capitalization.
- The US global equity market cap exceeds \$47 trillion and makes up ~43% of total global market cap, outpacing the next closest economy, the E.U., by significant margin.
- The number of individuals participating in the stock market has been steadily increasing, driven by factors such as technological advancements, greater accessibility to financial information, and the democratization of investing.
- In 2020, a wave of retail investors entered the stock market. During the next two years, approximately 30 million new brokerage accounts were opened in the U.S. By 2021, retail investors comprised 25% of total equities trading volume, nearly double the percentage reported a decade prior.
- Moreover, 61% of Americans own stocks directly or through investment funds, highlighting the growing interest in equity ownership. This is also the highest number of Americans reporting to own stock since the 2008 GFC.
- Despite the competitive landscape, our unique value propositions and focus on user experience differentiate us in the market.
- Retail investor net inflows from U.S. retail investors increased dramatically due to



INVESTOR PRESENTATION (Business Plan continued)

pandemic-induced boredom from lockdowns combined with federal assistance checks sent to investors in 2020 & 2021.

- Retail flows trended downward for a short period, but courtesy of a hedge fund short-squeeze, daily flows increased further to \$1.48 billion, as investors piled into video game retailer GameStop and movie theater AMC Entertainment.
- For the next two years flows stayed locked between \$1-1.4 billion per day, as inflation reared its head and bond yields began to climb.
- However, in the first few months of 2023, coinciding with Q1 earnings season, U.S. retail investors came roaring back, shattering yet another milestone, with daily net flows crossing \$1.5 billion a day in February '23, another all-time high.

Year	Retail Net In-Flow
2018	\$480 M
2019	\$820 M
2020	\$1.28 B
2021	\$1.42 B
2022	\$1.32 B
2023	\$1.51 B

2.2 Market Challenges

Retail investors face several significant challenges that hinder their ability to make informed investment decisions and achieve optimal outcomes:

Opaque Pricing Structures:

- **Problem:** Traditional brokerage models often utilize Payment for Order Flow (PFOF), resulting in opaque pricing structures that obscure the true costs of trading.

INVESTOR PRESENTATION (Business Plan continued)

- **Impact:** Retail investors may unknowingly incur higher transaction costs, even on trades marketed as "commission-free," as PFOF arrangements can lead to execution at less favorable prices that are more expensive than simply paying a commission.
- **Solution:** LIT 🔥 XCHANGE aims to provide transparent pricing and execution mechanisms, ensuring that users understand the true costs of their trades and can make informed decisions. Our platform will clearly display all fees associated with each trade, eliminating hidden costs and providing users with a complete picture of their trading expenses."

Market Manipulation Strategies:

- **Problem:** PFOF arrangements can facilitate market manipulation strategies, through darkpool trading, which may distort market fairness and suppress equity prices.
- **Impact:** Retail investors may face increased losses, market volatility, and uncertainty, eroding trust in the integrity of financial markets.
- **Solution:** LIT 🔥 XCHANGE is committed to promoting market transparency and fairness, implementing safeguards to mitigate the risks associated with market manipulation to protect investor interests.

Misinformation Campaigns & Fake News:

- **Problem:** The proliferation of misinformation campaigns and fake news in the digital age can undermine investor confidence and disrupt the investment decision-making process.
- **Impact:** Retail investors may make suboptimal investment decisions based on inaccurate or biased information, leading to potential financial losses.
- **Solution:** LIT 🔥 XCHANGE prioritizes education and information integrity with the assistance of artificial intelligence and leveraging the collective intelligence of thousands of individual human-users, providing reliable resources and tools to navigate the complex landscape of financial information and distinguish fact from fiction.

Limited Resources for Collaborative Research:

- **Problem:** Retail investors often lack access to resources for collaborative research and strategy development, limiting their ability to leverage collective insights and expertise.

INVESTOR PRESENTATION (Business Plan continued)

- **Impact:** Retail investors may miss out on opportunities for learning and innovation, constraining their potential for success in the financial markets.
- **Solution:** LIT 🔥 XCHANGE fosters a community-driven approach to investing, facilitating collaboration and knowledge-sharing among users to unlock new opportunities and enhance investment outcomes.
- By addressing these market challenges, LIT 🔥 XCHANGE aims to empower investors with the tools, information, and resources they need to navigate the complexities of the stock trading landscape and achieve their financial goals while creating tangible positive change in equities markets for the betterment of mankind.

2.3. Emerging Market Trends and Opportunities:

- LIT 🔥 XCHANGE is positioned at the forefront of emerging trends reshaping the retail trading landscape.
- Our platform's emphasis on transparency, direct market access, and collective intelligence addresses key challenges faced by retail investors.
- Emerging needs such as true price discovery, transparent pricing models, and market manipulation & risk mitigation align closely with retail's need for innovative solutions that challenge the status quo in stock trading.
- LIT 🔥 XCHANGE's focus on empowering individual traders with superior market insights and practical trading assistance reflects the growing demand for user-centric platforms in the evolving trading ecosystem.
- Social media and online communities have become influential platforms for investment discussions and idea sharing, shaping investor sentiment and behavior.
- Technological innovations, including artificial intelligence (AI), machine learning, and blockchain technology, are transforming the way trading is conducted, offering new possibilities for efficiency and risk management.
- The growing popularity of thematic investing, such as dividend investing and AI investing, presents opportunities for brokerage firms to cater to specific investor preferences and values.
- AI-thematic ETFs saw a 34% YoY increase in net new investors

INVESTOR PRESENTATION (Business Plan continued)

2.4. Market Regulatory Environment:

- We will hire highly-experienced and educated leaders for the CEO, CFO, CIO, and CCO positions to ensure we meet all regulatory requirements. (Executive, Financial, Investment, Compliance.)
- Regulatory compliance is a critical consideration for LIT 🔥 XCHANGE as it navigates the complex regulatory landscape governing financial markets.
- Our platform's commitment to transparency, integrity, and investor protection aligns with regulatory objectives aimed at safeguarding market integrity and ensuring fair and orderly trading.
- By eschewing the Payment for Order Flow (PFOF) model and adopting a commission-based structure, LIT 🔥 XCHANGE mitigates potential conflicts of interest and enhances transparency, thereby fostering trust and confidence among its user base while maintaining compliance.

2.5. Market Entry Strategy:

- LIT 🔥 XCHANGE will differentiate itself from competitors by emphasizing our unique selling points, such as our commitment to processing orders on lit-markets, mitigating the risks associated with darkpools and PFOF, and harnessing the power of collective swarm-intelligence and AI-assisted due diligence in trading. By highlighting these key advantages, LIT 🔥 XCHANGE will position itself as a distinctive and innovative player in the retail trading market.
- LIT 🔥 XCHANGE's market entry strategy revolves around leveraging our innovative solutions, strategic positioning, highly-engaged community, and compelling value proposition to gain traction in the retail trading market.
- Our platform aims to differentiate itself through targeted marketing campaigns that resonate with our user's values, strategic partnerships, and user-centric initiatives aimed at enhancing the trading experience, equity in markets, and driving customer acquisition and retention.
- By focusing on both people and technology, the combined swarm-intelligence of humans and AI, transparency, customer needs, and regulatory compliance, we seek to establish LIT 🔥 XCHANGE as a trusted and preferred choice for retail investors, poised for sustainable growth and market leadership.

INVESTOR PRESENTATION (Business Plan continued)**3. Marketing Plans for User Acquisition:****3.1. The Power of Unique Language: The Holy Grail of Marketing**

- One of LIT 🔥 XCHANGE's most significant advantages in its marketing strategy are the unique keywords used by our target audience. This specific terminology was created and is used exclusively by our target customers on social media. These potential customers very often specialize in understanding the intricacies of financial markets to a high degree which provides us with an unparalleled opportunity to reach our ideal customer profile more effectively and efficiently than almost any other company in the world.
- For many other business niches, companies often struggle to identify and target their desired audience. They invest substantial resources in market research, keyword analysis, and audience segmentation to craft messages that resonate with potential customers. Even then, there is no guarantee that their marketing efforts will reach the right people or generate the desired results. This process often leads to wasted marketing dollars and a lower ROI.
- However, at LIT 🔥 XCHANGE we find ourselves in a unique position. The specific language used by our target audience acts as a powerful beacon, guiding our company's marketing efforts directly to our customer-base with ease. By leveraging this distinct terminology in our marketing campaigns, we can ensure that our message reaches individuals who are already interested in market reform and financial education.
- Our targeted approach eliminates the need for broad, generic marketing campaigns that cast a wide net in hopes of capturing the attention of potential users. Instead, LIT 🔥 XCHANGE can focus our resources on crafting highly specific, relevant, and engaging content that speaks directly to our ideal customer profile. By speaking the same language as its target audience we can establish an immediate connection and build trust, increasing the likelihood of converting marketing dollars into active users.
- As we have a strong social media presence on Twitter, Youtube, LinkedIN, Discord, Kick, and TikTok, our target audience acts as focus groups which we've leveraged, for free, for over 2.5 years. These focus groups have been able to provide us with insights into incredibly tactful strategies for user happiness, engagement, and growth within LIT 🔥 XCHANGE.
- By demonstrating an understanding and appreciation of our community's needs and terminology, LIT 🔥 XCHANGE is positioned as an authentic and integral part of the stock & trading ecosystem providing services that are sorely lacking and can only be implemented by a new company, such as LIT 🔥 XCHANGE, that is

INVESTOR PRESENTATION (Business Plan continued)

willing to completely challenge the status quo that currently exists between brokerages and market makers. Our unique approach fosters loyalty, encourages organic sharing of social media content, word-of-mouth referrals, contributing to our platform's growth.

3.2. Contextual Targeting: Delivering the Right Message to the Right People

- To leverage the unique language of our target audience, we will take advantage of contextual targeting opportunities on a large variety of social media. Contextual targeting allows LIT 🔥 XCHANGE to place our marketing in the most relevant and appropriate contexts & locations, ensuring that the right message reaches the right people at the right time.
- We've already identified a massive number of forums, websites, and online communities where our target audience is most active in order to deliver highly targeted ads and personalized content that align with the interests and preferences of potential users. This approach maximizes the impact of our marketing efforts, as it ensures that LIT 🔥 XCHANGE's message and by proxy, retail investor's needs are noticed by individuals who are most likely to be interested in our platform and services.
- Some of the key online communities and platforms where LIT 🔥 XCHANGE will focus its contextual targeting efforts include Reddit (specifically subreddits like r/wallstreetbets, r/investing, and r/AMCstock), StockTwits, Yahoo Finance forums, and TradingView. By engaging with potential users in these highly relevant online spaces, we can effectively reach our target audience and showcase the benefits of our platform."
- LIT 🔥 XCHANGE founder, Marcel Kalinovic, has a significant reach of over 5 million views per month with strength in platforms such as Youtube, Twitter, Reddit, TikTok, Discord, Kick, Twitch, and LinkedIn in which he provides financial education and information regarding financial markets, market manipulation, geopolitics, and macroeconomics which has resonated with retail investors. Marcel & Mehul are also both active in their respective churches which has led to significant interest in the platform from fellow community members. As a byproduct of these actions, there is a level of trust between Marcel and the retail-investor community. This allows for a very organic awareness of LIT 🔥 XCHANGE that led to over \$175,000 reserved by over 100 retail investors during a short 48-hour "testing the waters" period.

INVESTOR PRESENTATION (Business Plan continued)

- By combining the power of organic social media strengths, unique language, and contextual targeting, we have found the "holy grail" of marketing. This winning combination enables our company to reach large target audiences effectively, efficiently, and authentically, setting the stage for rapid user acquisition and long-term success as a stock brokerage specializing in people, A.I., transparency, technology, and swarm-intelligence.
- These strategies allow us to optimize our marketing spend by focusing on the most effective channels and platforms. Instead of allocating resources to broad social or television campaigns, we can direct our efforts towards the specific communities where our ideal customer profile is most engaged. This targeted approach reduces wasted marketing dollars and increases the overall return on investment.

3.3. Leveraging Existing Audience and Network Effects

- LIT 🔥 XCHANGE is well-positioned to capitalize on our existing audience and the strong network effects with retail-investors. With an impressive +100,000 social media followers, +5 Million views per month, and well over 3,000 people on our email-list waiting for the launch of our Regulation C Founder's Program, we have already demonstrated a significant level of interest and engagement amongst potential users.
- To further leverage our existing audience, we will implement a referral marketing program that incentivizes current users to invite their friends, colleagues, and fellow traders to join. By offering rewards such as discounted subscription fees, exclusive access to premium features, and other promotional incentives, we can motivate our users to become active promoters of the platform, driving organic growth through word-of-mouth referrals.
- Through their ownership of LIT 🔥 XCHANGE via Regulation C investment, and their need for stock market reform, users will evangelize our company in order to strengthen their investment & desire for real change in finance.
- Moreover, LIT 🔥 XCHANGE will tap into the vast potential of online trading communities that exist beyond our current organic-reach. For example, the subreddit "Wall Street Bets" (WSB) boasts over 15 million subscribers which provides us an opportunity to engage with a large and highly relevant user base as many WSB users have been negatively impacted by the dozens of stock brokerage firms that removed their ability to profit on AMC, GME, and a dozen other stocks. We already actively participate in these communities and have an

INVESTOR PRESENTATION (Business Plan continued)

exceptional reputation amongst a variety of subreddits. By providing valuable insights, and showcasing our unique platform's features and the way it benefits retail investors, LIT 🔥 XCHANGE can attract new users who are already interested in stocks.

3.4. Strategic Partnerships & Influencer Marketing

- To further expand our reach and credibility, LIT 🔥 XCHANGE will pursue strategic partnerships with complementary businesses, retail-friendly fintech firms, and influential figures within the trading and investing space. These partnerships provide access to new users, enhance our platform's reputation, and create co-marketing opportunities that drive user acquisition.
- We already have a host of partnerships with other fintech companies to be featured on our LIT 🔥 XCHANGE Marketplace Ecosystem at discounted rates to our customers. Through these partnerships, we can cross-market collaboratively while also conducting profit-generating business.
- Founder Marcel Kalinovic has collaborated with a number of CEO's, well-respected industry experts, financial educators, and popular influencers such as; video interviews with the CEO of Hycroft Mining Corporation (ticker: HYMC) Diane Garrett, former Fitch Ratings Director & PhD economist Dr. Marco Metzler, the directors and cast of films like "The Wall Street Conspiracy", CEO of NY's WestView News George Capsis <https://westviewnews.org/>, and will be featured in an upcoming television show directed by Mark Faulk, "Financial Terrorism in America."
- We can tap into our extensive networks and benefit from their endorsements. These people & influencers can help promote LIT 🔥 XCHANGE to their followers, provide valuable content and insights, and participate in sponsored events or webinars, to the mutual benefit of both platform's visibility and attracting new users.

3.5. Continuous Optimization and Data-Driven Insights

- To ensure the ongoing effectiveness of its marketing efforts, LIT 🔥 XCHANGE will adopt a data-driven approach to continuously optimize its campaigns and user acquisition strategies. By leveraging advanced analytics tools and tracking

INVESTOR PRESENTATION (Business Plan continued)

key performance indicators (KPIs) we can gain valuable insights into user behavior, preferences, and engagement patterns.

- By analyzing data on user acquisition channels, conversion rates, retention metrics, and customer lifetime value, we can identify the most effective marketing channels and tactics, allocate resources accordingly, and fine-tune its messaging and targeting to maximize results.
- These data-driven approaches enable LIT 🔥 XCHANGE to make informed decisions, adapt quickly to changing market dynamics, and continuously improve its marketing ROI.
- Furthermore, we will regularly conduct focus groups, user surveys, gather feedback, and monitor social media sentiment to stay attuned to the needs and preferences of our target audience. By actively listening to our users and incorporating their insights into marketing strategies, we can ensure that our messaging remains relevant, compelling, and aligned with the evolving expectations of the trading community.
- In conclusion, LIT 🔥 XCHANGE's marketing plan leverages a powerful combination of unique language, contextual targeting, existing audience engagement, network effects, user evangelism, strategic partnerships, and data-driven optimization. By capitalizing on these key strengths and opportunities we're well-positioned to execute a highly effective marketing strategy that drives rapid user acquisition, fosters a vibrant community, and establishes our platform as a leader in the trading and investing space with a unique moat to protect ourselves from copycats and IP thieves.


4. User Growth Projections (5 Year Period)

- Financial projections for LIT 🔥 XCHANGE over the next five years include an anticipated 3% quarterly churn rate, a standard benchmark in the industry which has been utilized in our user retention and acquisition strategies.
- Based on our technology and opposing business model which promotes fairness and equity in the stock market, these are highly realistic, conservative, and achievable goals. For example, other firms such as Robinhood grew from 500,000 users in 2014 to 17.3 million in 2021 (their peak).
- In early 2021, Robinhood alienated their customer-base by removing retail-investor's ability to buy AMC and Gamestop, along with 11 other stocks for several days in a period in which those users stood to make incredible


INVESTOR PRESENTATION (Business Plan continued)

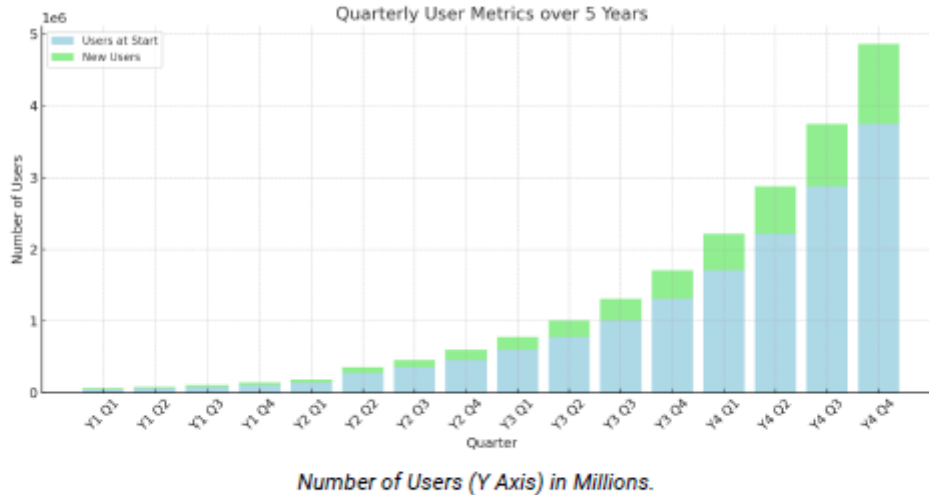
amounts of money, but allowed hedge funds and other institutions to buy the stock to cover their short positions.

- This led to an outflow of over 7.3 million customers over the following 1.5 years who remain highly unsatisfied and untrusting of existing stock brokerages.

The line-graph below illustrates projected quarterly user growth of LIT  XCHANGE over a 5-year period.

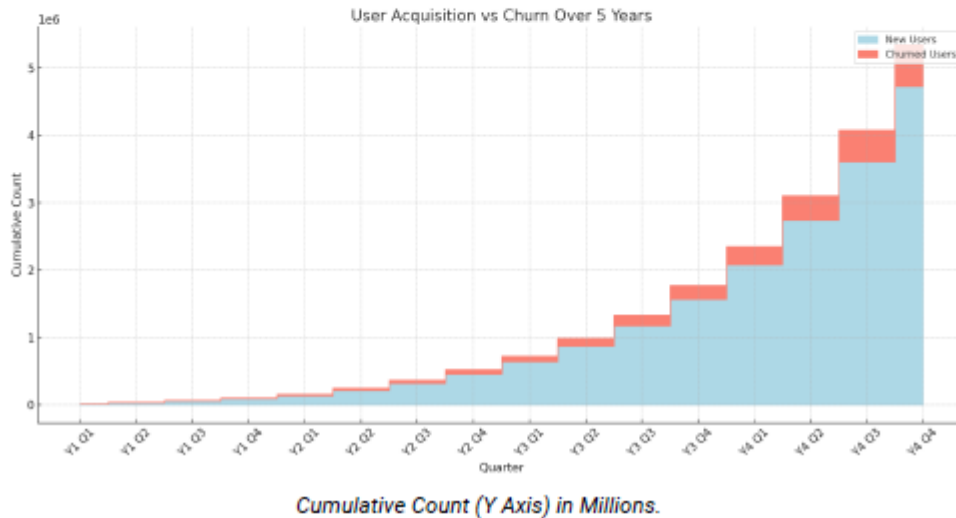


The bar chart below shows new users potentially added each quarter for LIT  XCHANGE, demonstrating our user base expansion over time.



INVESTOR PRESENTATION (Business Plan continued)

The visualization below provides a clear picture of projected net user-growth, illustrating a strategic balance between user acquisition and churn management. It reflects our comprehensive planning and market analysis, aiming to achieve sustainable expansion of our LIT 🔥 XCHANGE community over 5 years.



5. Revenue

5.1 Revenue Streams:

- **Commissions from Trades:** LIT 🔥 XCHANGE generates revenue through transaction fees charged to users for executing stock and trades on our platform. Our transparent pricing model ensures users understand the costs associated with their trades.
- **Subscription Services:** We offer premium subscription services for trading data, exclusive software, analytical tools, enhanced features for day-traders, better access to integrated A.I., and upgraded social-media capabilities within our Think Tanks (real-time chat rooms with A.I. integrations).
- **Share lending** will be available to customers and profits will be split between customers and our company.
- **The LIT 🔥 Marketplace:** Our ecosystem is being created to allow 3rd party fintech companies to offer their software services directly to our customers for

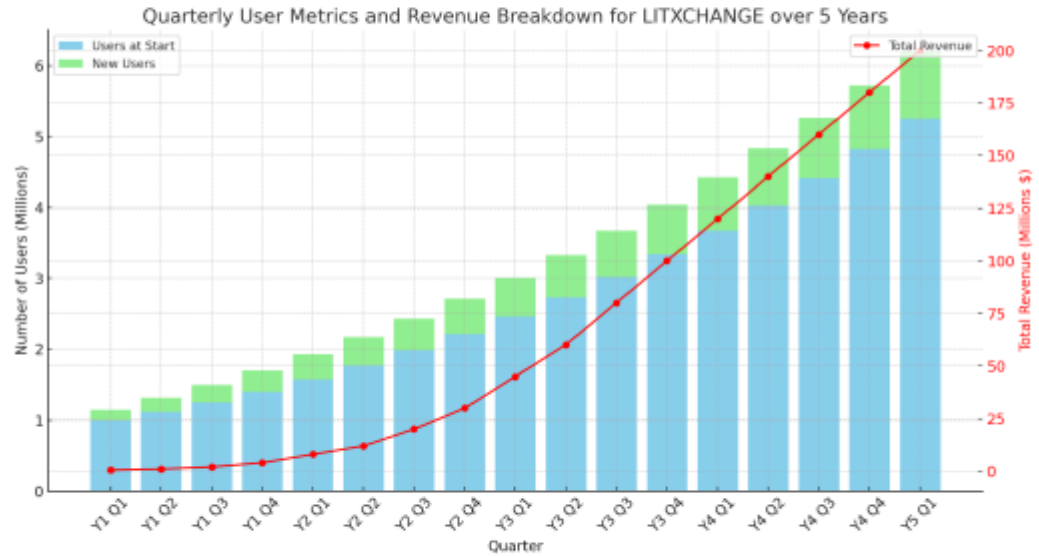
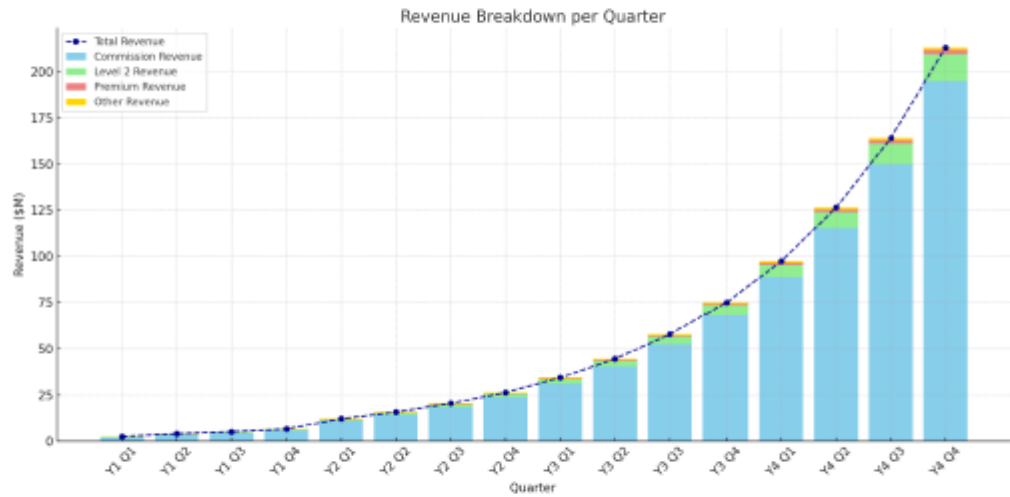
INVESTOR PRESENTATION (Business Plan continued)

a discounted rate of which we will take a percentage of revenue generated as profit.

- The LIT 🔥 Marketplace allows retail investors with tech-skills in coding or engineering to earn substantial & recurring income by creating internalized applications, plug-ins, charts, tools, trackers, and more which will be offered via monthly-subscription basis of which we plan to take 30 percent of revenue generated as profit. That is right in-line with Apple, Steam, Patreon, and hundreds of other platforms that charge that exact percentage.
- Asset Management Services: Tailored asset management services cater to high net worth individuals seeking bespoke financial solutions, providing additional revenue streams. (In the Future)
- Premium Offerings: Upselling specialized products and services, such as premium research reports or personalized advisory services enhances customer value and satisfaction while generating additional revenue. (In the Future)
- LIT 🔥 XCHANGE retail store locations will be used to adopt new users, provide customer service, and bring new assets under management from non-tech savvy investors that don't know how or don't have the time to trade. (In the Distant Future)

INVESTOR PRESENTATION (Business Plan continued)

The charts below (1) demonstrate the composition of LIT XCHANGE's revenue streams per quarter, with a line graph overlay showing total revenue over time, and (2) an expected trajectory of user base expansion & revenue generation.



INVESTOR PRESENTATION (Business Plan continued)

5.2. Revenue Projections:

- LIT 🔥 XCHANGE's revenue model is designed to leverage user growth into diversified income streams including; transaction fees, subscription services, premium offerings, profit-sharing from featured-partners & user-created tools, share-lending, and eventually asset-under-management fees. As our user base expands, these revenue streams are expected to scale proportionally, underscoring our likelihood for profitability and long-term financial sustainability.
- The projected numbers reflect our commitment to achieving success as a leading fintech company with a robust go-to-market strategy, a focus on user acquisition through trust & transparency, and a suite of value-adding services acting as a moat.
- Our target customer-base purchases shares of stock more often than most non-day-traders as they feel strongly about supporting their favorite public companies. This data has been formulated using various focus groups in which we've polled thousands of retail investors as to the frequency of their buy and sell orders, and more. We've reached an incredibly high accuracy level due to the trust that LIT 🔥 XCHANGE and our founder's have earned from the retail community.

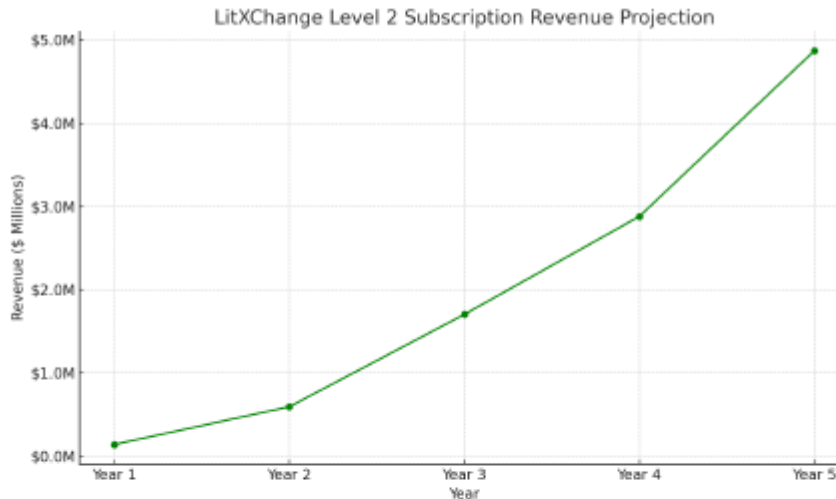
In the chart below, Trades Volume Projections are shown as we've meticulously analyzed the interplay between user growth and trading activity. Our projections are grounded in the highly-detailed & accurate information we've accessed in these focus groups.



INVESTOR PRESENTATION (Business Plan continued)

- **Trading frequency:**
 - Across all quarters, the trades per user metric holds steady at approximately 10 trades / quarter. This consistency underlines a stable engagement level across the growing user base, suggesting that as users become more familiar with our platform, their trading activity remains robust.
- **Trading revenue alignment with user-growth:**
 - The projection of trades volume correlates directly with our user growth data, showing a parallel increase. Starting with an initial user base of 65,000 and reaching 4,868,575 users by the end of Year 5, the trades volume grows proportionally, indicating a sustainable scaling of operations.

The below chart reflects projected subscription revenue from sales of “level 2 data”, a more detailed view of the NBBO data (National Best Bid & Offer; in layman’s terms “buy/sell order prices”).



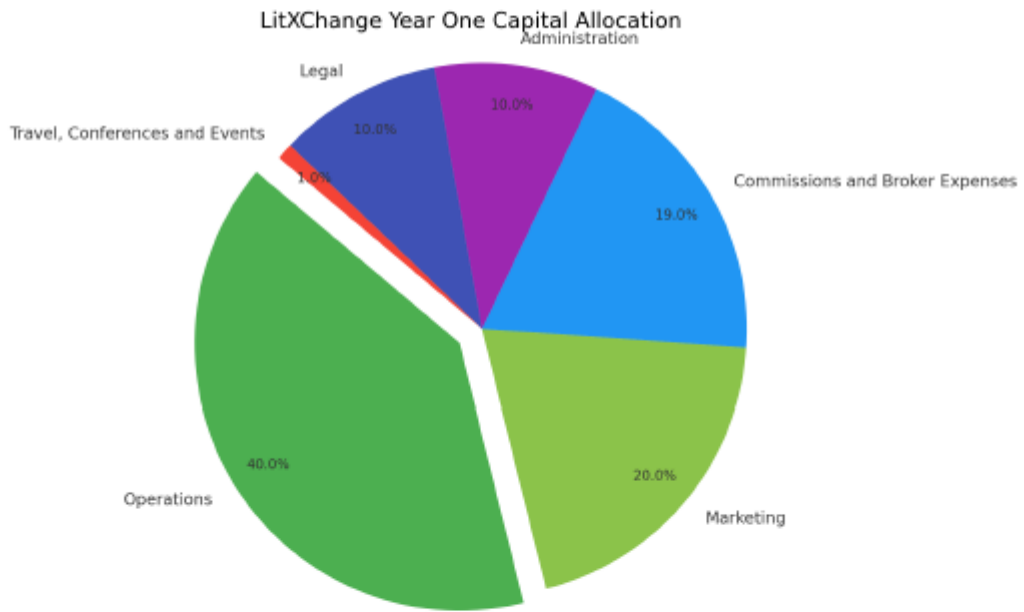
- Our Level 2 data subscription revenue is one of many subscription services that we will offer. This projection underscores a pragmatic forecast, where approximately 50% of people in our focus groups, most of which are signed-up to be future LIT 🔥 XCHANGE customers, are currently paying for Level 2 data subscriptions with other brokerages.

INVESTOR PRESENTATION (Business Plan continued)

- Given the modest price point of \$2 per month for Level 2 data, the projected adoption rate is not only rational but also proven to be the current-norm and attainable, considering the substantial value it offers to our users. This strategic alignment with user needs positions us favorably for achieving the anticipated revenue growth for long-term stability.

6. Revenue & Capital Allocations:

The pie chart below outlines the expected potential allocation of capital and is devised to ensure a balanced use of capital, focusing on areas critical to the launch and sustainable success & growth of LIT 🔥 XCHANGE. This practical approach to capital allocation underpins our commitment to building a robust foundation for the business in its inaugural year.



Commissions and Broker Expenses (19%): A significant portion is allocated to cover the costs associated with brokerage services, vital for the initiation of our trading platform.

INVESTOR PRESENTATION (Business Plan continued)

Legal (10%): Funds set aside for legal fees, ensuring compliance with financial regulations.

Marketing (20%): A substantial investment in marketing to promote user acquisition and brand awareness.

Administration (10%): Administrative expenses are covered to support the operational framework of the company.

Operations (40%): The largest share is reserved for operational expenses, including technology development, staffing, and other day-to-day costs that form the backbone of our platform.

Travel, Conferences, and Events (1%): A smaller portion is dedicated to networking, partnerships, and industry events, which are crucial for business development and growth.

The Product



ARTIFICIAL INTELLIGENCE

- Our A.I. driven stock trading platform is engineered to be the ultimate aggregator for financial news and customized analysis from 1000's of sources.
- LIT🔥XCHANGE facilitates easy technical & fundamental analysis, provides in-depth insights into news, trends, and data collection with the use of automated A.I.
- Information is curated by our A.I. web-crawling algorithms which procure data from: news, blogs, social media, and non-mainstream sources specific to each stock ticker. The A.I. automatically filters them for quality, relevance, and accuracy prior to displaying them on your user dashboard & directly into our Think Tanks with AI notations, constantly delivering updated, insightful due diligence to you and fellow shareholders.

THINK TANKS

- LIT🔥XCHANGE Think Tanks are powerful, real-time chat-based communities dedicated to each stock ticker, designed to facilitate a collaborative analysis ecosystem between the collective of retail investors with the assistance of our automated A.I.
- Our Think Tanks enable retail investors to engage in deep collective research and discussion, enhancing their due diligence as a true hive-mind.
- By integrating A.I. curated data, graphics, and media into each Think Tank, we provide a foundation for informed discussion, analysis, and strategic planning. This empowers investors to harness their collective intelligence, fostering a community that operates with the efficiency and adaptability of swarm-intelligence, turning individual insights into a powerful collective strategy.

SWARM INTELLIGENCE

- Swarm intelligence optimizes collaborative decision-making, leveraging the collective power of the LIT🔥 community within our Think Tanks. Our platform synthesizes diverse insights from the web, ensuring that each user's decisions are supported by comprehensive A.I. and ever-evolving crowd-sourced collaborative intelligence.
- Our technology not only provides real-time, actionable insights, but also fosters a symbiotic environment where investors can strategize with a shared consciousness—transforming individual knowledge into collective wisdom while avoiding darkpools, potential manipulation, and maximizing price-discovery.

INVESTOR PRESENTATION (Business Plan continued)



The Founders



MEHUL PATEL

Founder, Vice President, Chief
Technology Officer

Founder & CEO: Express Text.
Founded multimillion dollar SaaS company.
Proven track record and extensive experience in
all facets of building successful software & IT
companies with over 15 years in the field.



MARCEL KALINOVIC

Founder, President, Chief
Executive Officer

Founder & CEO: Hot Shot Expediting, Hot Shot
Logistics, Hot Shot Expediting & Logistics.
Founded multimillion dollar freight brokerage,
trucking company, & 3rd party logistics
providers. Social media personality with reach of
over 5 million/month. Former PTO President for
3 schools concurrently in IL District 87 for +3
years consecutively prior to relocating.

www.litxchange.com

Email: contact@litxchange.app

Marcel Kalinovic: marcel@hotshotexp.net

Mehul Patel: expresstextmp@gmail.com

SUBSCRIPTION AGREEMENT

**LITXCHANGE LLC
SUBSCRIPTION AGREEMENT
(Including investment representations)**

**IMPORTANT: This document contains significant representations.
Please read carefully before signing.**

LITXCHANGE LLC
Attn: MARCEL KALINOVIC
5900 Balcones Drive / Suite 400
Austin, TX 78731

Ladies and Gentlemen:

I commit and subscribe to purchase from LITXCHANGE LLC, a Texas Limited Liability Company (the "Company") "Membership Interests" in the dollar amount set forth below and upon the terms and conditions set forth herein.

I understand that this Subscription Agreement is conditioned upon Company's acceptance of subscriptions. If this Subscription Agreement has been accepted, the Membership Interests subscribed to hereby shall be issued to me in the form of units.

With respect to such purchase, I hereby represent and warrant to you that:

1 Residence.

I am a bona fide resident of (or, if an entity, the entity is domiciled in) the state set forth on my signature page.

2 Subscription.

a. I hereby subscribe to purchase the number of Membership Interests set forth below, and to make capital contributions to the Company in the amounts set forth below, representing the purchase price for the Membership Interests subscribed.

Principal Amount of Membership Interests⁽¹⁾

(1) A minimum purchase of \$50000, is required for individual investors. Amounts may be subscribed for in \$500 increments.

b. I have funded my purchase via ACH, wire transfer or I am enclosing a check made payable to "SILICON PRAIRIE PORTAL & EXCHANGE FBO LITXCHANGE LLC" in an amount equal to 100% of my total subscription amount.

Portal Transaction ID (TXID)

c. I acknowledge that this subscription is contingent upon acceptance by the Company, and that the Company has the right to accept or reject subscriptions in whole or in part.

SUBSCRIPTION AGREEMENT (continued)

3 Representations of Investor.

In connection with the sale of the Membership Interests to me, I hereby acknowledge and represent to the Company as follows: I hereby acknowledge receipt of a copy of the Confidential Private Placement Memorandum of the Company, dated on or about 2024-07-23 00:00:00, (the "Memorandum"), relating to the offering of the Membership Interest.

- a. I have carefully read the Memorandum, including the section entitled "Risks Factors", and have relied solely upon the Memorandum and investigations made by me or my representatives in making the decision to invest in the Company. I have not relied on any other statement or printed material given or made by any person associated with the offering of the Membership Interests.
- b. I have been given access to full and complete information regarding the Company (including the opportunity to meet with the CEO of the Company and review all the documents described in the Memorandum and such other documents as I may have requested in writing) and have utilized such access to my satisfaction for the purpose of obtaining information in addition to, or verifying information included in, the Memorandum.
- c. I am experienced and knowledgeable in financial and business matters, capable of evaluating the merits and risks of investing in the Membership Interests, and do not need or desire the assistance of a knowledgeable representative to aid in the evaluation of such risks (or, in the alternative, I have used a knowledgeable representative in connection with my decision to purchase the Membership Interests).
- d. I understand that an investment in the Membership Interests is highly speculative and involves a high degree of risk. I believe the investment is suitable for me based on my investment objectives and financial needs. I have adequate means for providing for my current financial needs and personal contingencies and have no need for liquidity of investment with respect to the Membership Interests. I can bear the economic risk of an investment in the Membership Interests for an indefinite period of time and can afford a complete loss of such investment.
- e. I understand that there may be no market for the Membership Interests, that there are significant restrictions on the transferability of the Membership Interests and that for these and other reasons, I may not be able to liquidate an investment in the Membership Interests for an indefinite period of time.
- f. I have been advised that the Membership Interests have not been registered under the Securities Act of 1933, as amended ("Securities Act"), or under applicable state securities laws ("State Laws"), and are offered pursuant to exemptions from registration under the Securities Act and the State Laws. I understand that the Company's reliance on such exemptions is predicated in part on my representations to the Company contained herein.
- g. I understand that I am not entitled to cancel, terminate or revoke this subscription, my capital commitment or any agreements hereunder and that the subscription and agreements shall survive my death, incapacity, bankruptcy, dissolution or termination.
- h. I understand that capital contributions to the Company will not be returned after they are paid.

SUBSCRIPTION AGREEMENT (continued)

4 Investment Intent; Restrictions on Transfer of Securities.

- a. I understand that (i) there may be no market for the Membership Interests, (ii) the purchase of the Membership Interests is a long-term investment, (iii) the transferability of the Membership Interests is restricted, (iv) the Membership Interests may be sold by me only pursuant to registration under the Securities Act and State Laws, or an opinion of counsel that such registration is not required, and (v) the Company does not have any obligation to register the Membership Interests.
- b. I represent and warrant that I am purchasing the Membership Interests for my own account, for long term investment, and without the intention of reselling or redistributing the Membership Interests. The Membership Interests are being purchased by me in my name solely for my own beneficial interest and not as nominee for, on behalf of, for the beneficial interest of, or with the intention to transfer to, any other person, trust, or organization, and I have made no agreement with others regarding any of the Membership Interests. My financial condition is such that it is not likely that it will be necessary for me to dispose of any of the Membership Interests in the foreseeable future.
- c. I am aware that, in the view of the Securities and Exchange Commission, a purchase of securities with an intent to resell by reason of any foreseeable specific contingency or anticipated change in market values, or any change in the condition of the Company or its business, or in connection with a contemplated liquidation or settlement of any loan obtained for the acquisition of any of the Membership Interests and for which the Membership Interests were or may be pledged as security would represent an intent inconsistent with the investment representations set forth above.
- d. I understand that any sale, transfer, pledge or other disposition of the Membership Interests by me (i) may require the consent of the CEO of the Company, (ii) will require conformity with the restrictions contained in this Section 4, and (iii) may be further restricted by a legend placed on the instruments or certificate(s) representing the securities containing substantially the following language:

"The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended, or applicable state securities laws and may not be sold, offered for sale, or transferred except pursuant to either an effective registration statement under the Securities Act of 1933, as amended, and under the applicable state securities laws, or an opinion of counsel for the Company that such transaction is exempt from registration under the Securities Act of 1933, as amended, and under the applicable state securities laws. The transfer or encumbrance of the securities represented by this certificate is subject to substantial restrictions."

SUBSCRIPTION AGREEMENT (continued)**5 Additional Representations of Investor.**

In connection with the sale of the units to me, I further represent and warrant to the Company as follows:

- a. Individual Investor Only. I am of legal age in my state of residence and have legal capacity to execute, deliver and perform my obligations under this Subscription Agreement and the units. The Subscription Agreement and the units are my legal, valid and binding obligations, enforceable against me in accordance with their respective terms.
- b. Entity Investor Only. The undersigned is a duly organized, formed or incorporated, as the case may be, and is validly existing and in good standing under the laws of its jurisdiction of incorporation, organization or formation. The undersigned has all requisite power and authority to execute, deliver and perform its obligations under this Subscription Agreement and the units and to subscribe for and purchase the units subscribed hereunder. The undersigned will deliver all documentation with respect to its formation, governance and authorization to purchase the units as may be requested by the Company. Execution, delivery and performance of this Subscription Agreement and the units by the undersigned have been authorized by all necessary corporate, limited liability company or other action on its behalf, and the Subscription Agreement and the units are its legal, valid and binding obligations, enforceable against the undersigned in accordance with their respective terms.
- c. I desire to invest in the units for legitimate, valid and legal business and/or personal reasons and not with any intent or purpose to violate any law or regulation. The funds to be used to invest in the units are derived from legitimate and legal sources, and neither such funds nor any investment in the units (or any proceeds thereof) will be used by me or by any person associated with me to finance any terrorist or other illegitimate, illegal or criminal activity. I acknowledge that, due to anti-money laundering regulations, the Company may require further documentation verifying my identity and the source of funds used to purchase the units.

If the undersigned is an entity: The undersigned has in place, and shall maintain, an appropriate anti-money laundering program that complies in all material respects with all applicable laws, rules and regulations (including, without limitation, the USA PATRIOT ACT of 2001) and that is designed to detect and report any activity that raises suspicion of money laundering activities. The undersigned have obtained all appropriate and necessary background information regarding its officers, directors and beneficial owners to enable the undersigned to comply with all applicable laws, rules and regulations respecting anti-money laundering activities.
- d. I did not derive any payment to the Company from, or related to, any activity that is deemed criminal under United States law.
- e. I understand that the Company is relying on the accuracy of the statements contained in this Subscription Agreement in connection with the sale of the units to me, and the units would not be sold to me if any part of this Subscription Agreement were untrue. The Company may rely on the accuracy of this Subscription Agreement in connection with any matter relating to the offer or sale of the units.
- f. If any statement contained in this Subscription Agreement becomes, for any reason, inaccurate, I shall immediately notify the Company and I understand and acknowledge that the continued accuracy of the statements contained in this Subscription Agreement are of the essence to the Company's sale of the units to me.
- g. I acknowledge and agree that any approval or consent of a units holder required under the units may be provided by a signature page delivered or provided electronically, whether by e-signature, facsimile, DocuSign, electronic mail in portable delivery format or other similar means. I further acknowledge that the Company may rely on the contact information I have provided in this Subscription Agreement, including for purposes of confirming that information has been delivered to me or that responses received from me are in fact from me.

SUBSCRIPTION AGREEMENT (continued)**6 Investor Qualifications.**

I represent and warrant as follows (Answer Part a, b or c, as applicable. Please check all applicable items):

a. Accredited Investor – Individuals. I am an INDIVIDUAL and:

- i. I have a net worth, or a joint net worth together with my spouse, in excess of \$1,000,000, excluding the value of my primary residence.
- ii. I had an individual income in excess of \$200,000 in each of the prior two years and reasonably expect an income in excess of \$200,000 in the current year.
- iii. I had joint income with my spouse in excess of \$300,000 in each of the prior two years and reasonably expect joint income in excess of \$300,000 in the current year.
- iv. I hold one of the following licenses in good standing: General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), or the Investment Adviser Representative license (Series 65)⁽²⁾
- v. I am a director or executive officer of LITXCHANGE LLC

⁽²⁾ This item shall only be a valid method of accreditation as an "accredited" investor under Rule 501(a) of Regulation D promulgated under the Securities Act, on or after December 8, 2020, as set in forth in SEC Release Nos. 33 10824 and 34-89669, File No. S7-24-19.

b. Accredited Investor – Entities. The undersigned is an ENTITY and:

- i. The undersigned hereby certifies that all of the beneficial equity owners of the undersigned qualify as accredited individual investors by meeting one of the tests under items (a)(i) through (a)(v) above. Please indicate the name of each equity owner and the applicable test:
- ii. The undersigned is a bank or savings and loan association as defined in Sections 3(a)(2) and 3(a)(5)(A), respectively, of the Securities Act either in its individual or fiduciary capacity.
- iii. The undersigned is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
- iv. The undersigned is an insurance company as defined in Section 2(13) of the Securities Act.
- v. The undersigned is an investment company registered under the Investment Company Act of 1940 or a business development company as defined therein, in Section 2(a)(48).
- vi. The undersigned is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.
- vii. The undersigned is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 and one or more of the following is true (check one or more, as applicable):
 - (1) the investment decision is made by a plan fiduciary, as defined therein, in Section 3(21), which is either a bank, savings and loan association, insurance company, or registered investment adviser;
 - (2) the employee benefit plan has total assets in excess of \$5,000,000; or
 - (3) the plan is a self-directed plan with investment decisions made solely by persons who are "accredited investors" as defined under therein.
- viii. The undersigned is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
- ix. The undersigned has total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring Membership Interests and one or more of the following is true (check one or more, as applicable):
 - (1) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;
 - (2) a corporation;
 - (3) a Massachusetts or similar business trust;
 - (4) a partnership; or

SUBSCRIPTION AGREEMENT (continued)

- (5) a limited liability company.
 - x. The undersigned is a trust with total assets exceeding \$5,000,000, which is not formed for the specific purpose of acquiring Membership Interests and whose purpose is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the investment in the Membership Interests.
 - xi. The undersigned is a 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
 - xii. The undersigned is an investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state.
 - xiii. The undersigned is an investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act of 1940.
 - xiv. The undersigned is a Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act.
 - xv. The undersigned is an entity, of a type not listed in items (b)(i) to (b)(xiv) above or b(xvi) to b(xviii) below, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000
 - xvi. The undersigned is a "family office," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1): (1) with assets under management in excess of \$5,000,000, (2) that is not formed for the specific purpose of acquiring the securities offered, and (3) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.
 - xvii. The undersigned is a "family client," as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1), of a family office meeting the requirements in item (b)(xvi) above and whose prospective investment in the issuer is directed by such family office pursuant to paragraph(b)(xvi)(3) above.
 - xviii. The undersigned is a revocable trust where each grantor of the trust is an accredited investor meeting one or more of the individual accredited investor tests under items (a)(i) through (a)(v) above and the person who makes investment decisions for the undersigned is an accredited investor under any one or more of tests under items (a)(i) through (a)(v) or items (b)(i) through (b)(xvii).
- c. **Non-Accredited Investors.**
- The undersigned cannot make any of the foregoing representations and is therefore not an accredited investor.

7 Miscellaneous.

- a. I agree to furnish any additional information that the Company or its counsel deem necessary in order to verify the responses set forth above.
- b. I understand the meaning and legal consequences of the agreements, representations and warranties contained herein. I agree that such agreements, representations and warranties shall survive and remain in full force and effect after the execution hereof and payment for the Membership Interests. I further agree to indemnify and hold harmless the Company, and each current and future member of the Company from and against any and all loss, damage or liability due to, or arising out of, a breach of any of my agreements, representations or warranties contained herein.
- c. This Subscription Agreement shall be construed and interpreted in accordance with Minnesota law without regard to the principles regarding conflicts of law.

SUBSCRIPTION AGREEMENT (continued)

SIGNATURE PAGE FOR INDIVIDUALS

Dated: _____

Dated: _____

Signature

Signature of Second Individual, if applicable

Name (Typed or Printed)

Name (Typed or Printed)

Social Security Number

Social Security Number

Telephone Number

Telephone Number

Residence Street Address

Residence Street Address

City, State & Zip Code
(Must be same state as in Section 1)

City, State & Zip Code
(Must be same state as in Section 1)

Mailing Address
(Only if different from residence address)

Mailing Address
(Only if different from residence address)

City, State & Zip Code

City, State & Zip Code

Email address

Email address

Individual Subscriber Type of Ownership:

The Membership Interests subscribed for are to be registered in the following form of ownership:

- Individual Ownership
- Joint Tenants with Right of Survivorship (both parties must sign). Briefly describe the relationship between the parties (e.g., married) :
- Tenants in Common (both parties must sign). Briefly describe the relationship between the parties (e.g., married) :

Source of Funds

- Cash CD Liquidation Margin or Bank Loan Money Market Other

SUBSCRIPTION AGREEMENT (continued)

SIGNATURE PAGE FOR TRUSTS AND ENTITIES

Dated: _____

Name of Entity (Typed or Printed)

Telephone Number

Signature of Authorized Person

Entity's Tax Identification Number

Name & Title (Typed or Printed) of Signatory

Contact Person (if different from Signatory)

Principal Executive Office Address

Mailing Address
(If different from principal executive office)

City, State & Zip Code
(Must be same state as in Section 1)

City, State & Zip Code

Email address

Email address

Entity Subscriber Type of Ownership:

The Membership Interests subscribed for are to be registered in the following form of ownership (check one):

- Partnership
- Limited Liability Company
- Corporation
- Trust or Estate (Describe, and enclose evidence of authority :
- IRA Trust Account
- Other (Describe) :

SUBSCRIPTION AGREEMENT (continued)

ACCEPTANCE

This Subscription Agreement is accepted by LITXCHANGE LLC on

As to: the principal amount in Membership Interests set forth in Item 2.a.; or Membership Interests.

LITXCHANGE LLC

By:.....
Name: MARCEL KALINOVIC
Its: CEO

SUBSCRIPTION AGREEMENT (continued)

Counterpart Signature Page to Operating Agreement of LITXCHANGE LLC

IN WITNESS WHEREOF, the undersigned hereby executes this counterpart signature page to the Operating Agreement of LITXCHANGE LLC, as the same may be amended from time to time, and hereby authorizes LITXCHANGE LLC to attach this counterpart signature page to the Operating Agreement as executed by the other parties thereto.

Signature

Signature of Second Individual, if applicable

Name (Typed or Printed)

Name (Typed or Printed)

ACCREDITED INVESTOR VERIFICATION LETTER

LITXCHANGE LLC

A Texas Limited Liability Company

\$10,000,000 OFFERING

200 UNITS OFFERED

(Consisting of One Series A Non-voting Membership Interest Per Unit)

Offering Price Per Unit: \$50,000

Minimum Subscription: One Unit

FOR ACCREDITED INVESTORS ONLY

To: Prospective Purchasers of up to 200 Units (the “**Securities**”), offered by Litxchange LLC (the “**Company**”).

Re: **Requirement to Submit an Accredited Investor Verification Letter**

The Securities are being sold only to accredited investors (“**Accredited Investors**”) as defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (the “**Securities Act**”). The purpose of the attached Accredited Investor Verification Letter (the “**Letter**”) is to collect information from you to determine whether you are an Accredited Investor and otherwise meet the suitability criteria established by the Company for investing in the Securities.

As part of verifying your status as an Accredited Investor, you may be asked to submit supporting documentation as described in the Letter. It is possible that you were not required to submit this type of information in past offerings in which you have participated. However, the nature of this offering, together with changes made to Regulation D of the Securities Act in September 2013, as contained in new Rule 506(c) under Regulation D, impose additional obligations on the Company to verify that each investor is in fact an Accredited Investor. Accordingly, you must fully complete and sign the Letter and deliver all required supporting documentation (as applicable), via mail or email before the Company will consider your proposed investment. If you prefer to use a different form of documentation to confirm the Prospective Investor’s status as an Accredited Investor, please submit your alternative form of verification to the Company via mail or email. Please ensure you also complete and sign the Investor’s (and if applicable Spouse’s) Signature and Contact Information.

By signing and submitting the Letter to the Company, you agree to provide required Independent Third-Party Verification and all supporting documentation (as applicable) within ten days after the date that you submit the Letter.

All of your statements in the Letter and all required supporting documentation delivered by you or on your behalf in connection with the Letter (collectively, the “**Investor Information**”) will be treated confidentially. However, you understand and agree that, upon prior notice to you, the Company may present the Investor Information to such parties as it deems appropriate to establish that the issuance and sale of the Securities (a) is exempt from the registration requirements of the Securities

Act, or (b) meets the requirements of applicable state securities laws; **provided, however**, that the Company need not give prior notice before presenting the Investor Information to its legal, accounting, and financial advisors.

You understand that the Company will rely on your representations, the Independent Third-Party Verification and other statements and documents included in the Investor Information in determining your status as an Accredited Investor, your suitability for investing in the Securities, and whether to accept your subscription for the Securities.

The Company reserves the right, in its sole discretion, to verify your status as an Accredited Investor using any other methods that it may deem acceptable from time to time. However, you should not expect that the Company would accept any other such method. The Company may refuse to accept your request for investment in the Securities for any reason or for no reason.

Please ensure the following steps are completed:

1. *Complete, sign and deliver to Litxchange LLC (Marcel Kalinovic or Mehul Patel), the Accredited Investor Verification Letter:*
 - a. *The Investor should complete pages 1 through 4, and the Investor (and if applicable, the Investor's Spouse) should complete and sign the Signature and Contact Information on page 7).*
2. *For Independent Third-Party Verification, investors can choose from the following two options:*
 - a. *Through Litxchange LLC, fill out the information on page 5 and deliver back to the Litxchange LLC (Marcel Kalinovic or Mehul Patel). Once received Annex A will be delivered to the professional identified on the page 5 information for verification of accredited investor status, or*
 - b. *Through a separate Independent Third-Party Verification, you must have a designated professional (as identified on page 5) complete an Independent Third-Party Verification Letter that closely resembles the Annex A letter.*

[Remainder of this Page Intentionally Left Blank]

ACCREDITED INVESTOR VERIFICATION LETTER

Litxchange LLC

5900 Balcones Drive, Suite 400
Austin, TX 78731

Dear Litxchange LLC:

I am submitting this Accredited Investor Verification Letter (the “**Letter**”) in connection with the offering of up to 200 units (the “**Units**”) of the securities of the Company, as more fully described in the accompanying Confidential Offering Memorandum, dated March 21, 2024, of Litxchange LLC (the “**Company**”). I understand that the Securities are being sold only to accredited investors (“**Accredited Investors**”) as defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (the “**Securities Act**”).

I hereby represent and warrant to the Company that I qualify as an Accredited Investor and in accordance with the procedures described below under the heading “Independent Third-Party Verification,” will assist in arranging for a registered broker-dealer, SEC-registered investment adviser, licensed attorney, enrolled agent, or certified public accountant to deliver to the Company, written confirmation of my status as an Accredited Investor based on my individual income, joint income together with my spouse in Part A (NATURAL PERSON), or as indicated in Part B (LEGAL ENTITY).

(You must choose Part A or B below and check the applicable boxes.)

A. I am a NATURAL PERSON and:

(An investor using this Part A must check box (1), (2), (3), or (4).)

(1) Income Test: My individual income exceeded \$200,000 in each of the two most recent years or my joint income together with my spouse exceeded \$300,000 in each of those years;

and

I reasonably expect to earn individual income of at least \$200,000 this year or joint income with my spouse of at least \$300,000 this year.

- (2) **Net Worth Test:** My individual net worth, or my joint net worth together with my spouse, exceeds \$1,000,000.

For these purposes, “net worth” means the excess of:

- total assets at fair market value (including all personal and real property, but excluding the estimated fair market value of my primary residence), minus
- total liabilities.

For these purposes, “liabilities”:

- exclude any mortgage or other debt secured by my primary residence in an amount of up to the estimated fair market value of that residence; but
- include any mortgage or other debt secured by my primary residence in an amount in excess of the estimated fair market value of that residence.

I confirm that my total individual liabilities, or my total joint liabilities together with my spouse, do not exceed \$1,000,000 less than my total assets as described above.

In addition, I will not incur any incremental mortgage or other debt secured by my primary residence prior to the date of the closing for the sale of the Securities. I agree to promptly notify the Company if, between the date of this Letter and the date of the closing for the sale of the Securities, I incur any incremental mortgage or other debt secured by my primary residence.

- (3) **Company Insider:** I am a manager and/or executive officer of the Company.
- (4) **Existing security holder from Rule 506(b) offering before September 23, 2013.** I am an existing security holder of the Company and each of the following statements is true:

(An investor using this Part A(4) must confirm and check all four of the boxes (a) through (d) below.)

- (a) I have previously purchased securities issued by the Company in a Rule 506 offering as an Accredited

Investor, and that offering was consummated before September 23, 2013;

- (b) I continue to hold the Company securities purchased in that Rule 506 offering;
- (c) I certify that I qualify as an Accredited Investor as of the date of this Letter; and
- (d) I undertake to promptly notify the Company if I cease to qualify as an Accredited Investor at any time between the date of this Letter and the date of the closing for the sale of the Securities.

B. I am a **LEGAL ENTITY** that is (*this part to be completed ONLY by investors that are corporations, partnerships, limited liability companies, trusts, or other associations or legal entities*):

(An investor using this Part B must check at least one box below.)

- (1) A bank as defined in Section 3(a)(2) of the Securities 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.
- (2) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
- (3) An insurance company as defined in the Securities Act.
- (4) An investment company registered under the Investment Company Act of 1940 (the “**Investment Company Act**”).
- (5) A business development company as defined in Section 2(a)(48) of the Investment Company Act.
- (6) A private business development company as defined in the Investment Advisors Act of 1940.
- (7) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or 301(d) of the Small Business Investment Act of 1958.
- (8) An organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, a limited liability company, a Massachusetts Business Trust or similar business trust, or a

partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of \$5,000,000.

- (9) A 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.
- (10) An employee benefit plan within the meaning of Title I of the Employment Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in 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, the investment decisions are made solely by persons that are accredited investors.
- (11) A trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a “sophisticated” person.
- (12) An entity in which all of the equity owners are Accredited Investors.

(NOTE: If box (12) is checked, each equity owner of the entity must individually complete and submit to the Company its own copy of this Letter.)

INDEPENDENT THIRD-PARTY VERIFICATION

(NOTE: This verification is required for those selecting their accredited status with either Part A or B and requesting the Company to directly contact the Independent Third-Party Verifier for completion of Annex A).

To verify my status as an Accredited Investor, I hereby request that the Company or its agents contact the following independent third party:

Name: _____

Firm name: _____

Email: _____

Telephone: _____

Address: _____

- registered broker-dealer
- SEC-registered investment adviser
- licensed attorney
- enrolled agent
- certified public accountant

(NOTE: You must check one of the boxes above. If none are applicable, the “investor” attempting to participate in this offering must provide suitable third-party verification that closely resembles the Annex A: Form of Independent Third-Party Verification Letter.)

I understand that the Company will send to the person or firm named above a Verification Letter substantially in the form attached as Annex A hereto. I have informed the person named above that the Company will contact him or her to verify my status as an Accredited Investor, and I hereby authorize the Company and its agents to communicate with the person or firm named above to obtain such verification.

The “investor” understands that they are solely responsible for paying any fees charged by the person or firm named above in connection with verifying their status as an Accredited Investor.

SUPPORTING DOCUMENTATION

I understand that the Company may request additional supporting documentation from me in order to verify my status as an Accredited Investor, and I hereby agree to promptly provide any such additional supporting documentation.

All supporting documentation must be submitted to the Company either electronically, in PDF form, to Marcel Kalinovic, via email: marcel@hotshotexp.net, or by mail or overnight service to: Litxchange LLC, 5900 Balcones Drive, Suite 400, Austin, TX 78731.

I further understand that, even if I complete and execute this Letter and provide all additional supporting documentation requested by the Company, the Company may in its sole discretion refuse to accept my subscription for the Securities for any reason or for no reason.

RELIANCE ON REPRESENTATIONS; INDEMNITY

I understand that the Company is relying upon my representations in the Letter and upon the Independent Third Party Verification to be delivered by me or on my behalf in connection with the Letter. I agree to indemnify and hold harmless the Company, and its managers, officers, members, representatives, agents, legal counsel, affiliates, and assigns, and any person who controls any of the foregoing, against any and all loss, liability, claim, damage and expense (including attorneys' fees) arising out of or based upon any misstatement or omission in the Investor Information or any failure by me to comply with any covenant or agreement made by me in the Investor Information.

SHARING OF INVESTOR INFORMATION

I understand and agree that the Company and its agents may present the Investor Information to such parties as they deem appropriate to establish that the issuance and sale of the Securities (a) is exempt from the registration requirements of the Securities Act, or (b) meets the requirements of applicable state securities laws.

INVESTOR'S SIGNATURE AND CONTACT INFORMATION

Date: _____

Name: _____

Signature: _____

Email address: _____

Mailing address: _____

Telephone number: _____

SPOUSE'S SIGNATURE AND CONTACT INFORMATION

(NOTE: The investor's spouse need only sign this letter if the investor is a natural person proving its accredited investor status based on joint income or joint net worth with the spouse under Part A(1)(a) or Part A(2)(a). A spouse who signs this letter makes all representations set out in this letter, including those relating to joint income or joint net worth, as applicable.)

Date: _____

Name: _____

Signature: _____

Email address: _____

Mailing address: _____

Telephone number: _____

Annex A: Form of Independent Third-Party Verification Letter

Litxchange LLC
5900 Balcones Drive, Suite 400
Austin, TX 78731
(630) 823-6959

[Firm Name or Individual Name of Independent Third-Party]
[Address for Independent Third-Party]

Dear [Mr./Mrs.] [NAME]:

Your client, [NAME OF PROSPECTIVE INVESTOR] (the “**Prospective Investor**”), has asked us to contact you directly to request that you verify the Prospective Investor’s status as an “accredited investor” as that term is defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (an “**Accredited Investor**”). We are requesting this verification to ensure that the Prospective Investor is eligible to participate in a placement of securities (the “**Offering**”) by Litxchange LLC (the “**Company**”) that is only open to Accredited Investors.

Based on representations made to us by the Prospective Investor, we understand that you are [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney/a certified public accountant/an enrolled agent]. We further understand that the Prospective Investor qualifies as an Accredited Investor based on [his/her] [income/net worth] (calculated pursuant to Rule 501(a) of Regulation D), and that you have undertaken an independent analysis of the Prospective Investor’s status as an Accredited Investor at least once during the three-month period preceding the date of this letter.

Kindly check box (a) or (b) below and complete the blank, as applicable:

(a) I am [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney in good standing under the laws of the jurisdictions in which I am admitted to practice/a certified public accountant or enrolled agent duly registered and in good standing under the laws of the jurisdiction of my residence or principal office]. I have taken reasonable steps to verify that the Prospective Investor is an Accredited Investor based on [his/her] [income/net worth] (whether individual or together with [his/her] spouse) and, based on those steps, I have determined that the Prospective Investor is an Accredited Investor. The most recent date as of which I have made such determination is _____. To my knowledge after reasonable investigation, no facts, circumstances, or events have arisen after that date that lead me to believe that the Prospective Investor has ceased to be an Accredited Investor. I acknowledge that the Company will rely on this letter in determining the Prospective Investor’s eligibility to participate in the Offering and I consent to such reliance.

(b) I cannot confirm the Prospective Investor's status as an Accredited Investor.

Once completed, please sign below and submit a copy of the countersigned letter to the Company by (a) emailing it in PDF form to marcel@hotshotexp.net; or (b) mailing it to Litxchange LLC, 5900 Balcones Drive, Suite 400, Austin, TX 78731.

Sincerely,

Litxchange LLC

By: _____

Name:

Title:

Date:

Countersigned:

[FIRM NAME]

By: _____

Name:

Title:

Date:

cc: [NAME OF PROSPECTIVE INVESTOR]

(NOTE: If you prefer to use a different form of documentation to confirm the Prospective Investor's status as an Accredited Investor, please submit your alternative form of verification to the Company via email or mail.

Note that if you use a different form of verification, it must be signed and dated, and include, at a minimum: (a) confirmation of your status as [a registered broker-dealer/an SEC-registered investment adviser/a licensed attorney in good standing under the laws of the jurisdictions in which you are admitted to practice/a certified public accountant or enrolled agent duly registered and in good standing under the

laws of the jurisdiction of your residence or principal office]; (b) a statement that you have taken reasonable steps to verify that the Prospective Investor qualifies as an Accredited Investor based on [his/her] [income/net worth]; (c) a statement that, based on those steps, you have determined that the Prospective Investor is an Accredited Investor; (d) the date as of which you most recently made that determination; (e) a statement that, to your knowledge after reasonable investigation, no facts, circumstances or events have arisen after that date that lead you to believe that the Prospective Investor has ceased to be an Accredited Investor; and (f) an acknowledgement that the Company will rely on your letter in determining the Prospective Investor's eligibility to participate in the Offering and your consent to such reliance.)

Appendix C: Limited Liability Company Operating Agreement

THE SECURITIES REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS AGREEMENT IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS, AND CONDITIONS, WHICH ARE SET FORTH HEREIN.

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
LITXCHANGE LLC
A Texas Limited Liability Company

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT of Litxchange LLC (the “Company”) is hereby adopted and entered into as of the 21st day of March 2024, for good and valuable consideration, by the Company and the Initial Members (as defined below).

WHEREAS, the Company has been organized in accordance with the provisions of the Texas Limited Liability Company Law; and

WHEREAS, it is intended that the Company operate in accordance with the terms of the Confidential Offering Memorandum of the Company dated March 21, 2024 (the “Memorandum”), which accompanies this Agreement; and

WHEREAS, in the event of a conflict between the terms of this Agreement and the Memorandum, the terms of the Memorandum shall govern.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the parties hereto agree as follows:

DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

“**Act**” shall mean the Texas Limited Liability Company Law, as in effect in the State of Texas, or any corresponding provision or provisions of any succeeding or successor law of such state; provided, however, that any amendment to the Act, or any succeeding or successor law, is applicable to the Company only if the Company has elected to be governed by the Act as so amended or by such succeeding or successor law, as the case may be. The term “Act” shall refer to the Act as so amended or to such succeeding or successor law only after the appropriate election by the Company, if made, has become effective.

"Affiliate" shall mean, with respect to any Person, another Person who controls, is under the control of, or is subject to common control with respect to such Person. For the purposes of this definition, "control" means the ability or power to direct the activities of another Person, by ownership of voting interests, contract, agency or otherwise. Notwithstanding the foregoing, the Company (or any Person wholly owned (directly or indirectly) by the Company) shall not be deemed an Affiliate of any Member or Manager.

"Agreement" shall mean this Limited Liability Company Operating Agreement as originally executed, as amended, and the terms of the Memorandum, which are incorporated by reference hereto, as the same may be amended from time to time.

"Available Cash" shall mean all cash funds of the Company on hand as of the relevant date of determination and legally available for distribution, as determined in good faith by the Manager by Majority Vote.

"Capital Account" shall have the meaning set forth in Section 3.2.

"Capital Contribution" shall mean any contribution to the capital of the Company in cash or property by a Member whenever made.

"Certificate" shall mean the Articles of Organization, as filed with the Secretary of State, as the same may be amended from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as the same may be amended from time to time.

"Company" shall mean Litxchange LLC, a Texas limited liability company.

"Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year, unless otherwise decided by a Majority Vote of the Manager, or as may otherwise be required by the Code.

"Initial Members" shall have the meaning set forth in Section 2.1.

"Majority Interest" shall mean the aggregate interest of all issued and outstanding Membership Interests of the Company entitled to vote on or consent to the issue in question, which, taken together, constitute a majority (greater than 50%) of all Ownership Percentages.

"Majority Vote" shall mean (i) with respect to Members, the affirmative vote or written consent of Members entitled to vote on or consent to the issue in question holding a Majority Interest; and (ii) with respect to the Manager, the vote or written consent of the Manager.

"Manager" shall mean the Person from time to time designated as the Manager of the Company, until such time as such Person ceases to be the Manager of the Company in accordance with this Agreement and the Act. A Manager is not required to be a Member of the Company.

"Member" shall mean the Initial Members, and any other Person who acquires one or more Membership Interests and is admitted to the Company as a Member in accordance with this Agreement and the Act.

"Membership Interest" shall mean each limited liability company membership interest in the Company held by a Member, and collectively a Member's entire equity interest in the Company, regardless of class or series of such limited liability company membership interests.

"Officer" shall mean one or more individuals appointed by the Manager to whom the Manager delegates specified responsibilities. The Manager may, but shall not be required to, create such officers as it deems appropriate, including, but not limited to, a Chief Executive Officer, President, Executive Vice President, Senior Vice Presidents, Vice Presidents, Assistant Vice Presidents, Secretary, and Treasurer. The Officers shall have such duties as are assigned to them by the Manager from time to time. All Officers shall serve at the pleasure of the Manager and the Manager may remove any Officer from office with or without cause and any Officer may resign at any time.

"Ownership Percentage" shall mean each Member's ownership percentage in the Membership Interests of the Company, as set forth on the books and records of the Company, calculated by adding up each of such Member's Membership Interests held by him/her/it and dividing that number by the total aggregate number of all classes and series of all issued and outstanding Membership Interests, or as otherwise may be established by the Manager.

"Percentage Voting Interest" shall mean the percentage that is derived when the total number of a Member's Membership Interests of Voting Securities held and recorded on the books and records of the Company is divided by the total number of all issued and outstanding Membership Interests of Voting Securities, as may be recorded on the books and records of the Company.

"Person" shall mean any person, entity, or other enterprise, including, without limitation, corporations, partnerships, limited liability companies, joint ventures, trusts, governments and other entities.

"Series A Non-Voting Membership Interest" shall mean each Membership Interest in the Company designated as a Series A Non-Voting Membership Interest. Series A Non-Voting Membership Interests have no voting rights attributable to them. Series A Non-Voting Membership Interests may also be referred to as "Units".

"Series B Voting Membership Interest" shall mean all such Membership Interests designated as such and imputed with voting rights as may be ascribed to them by the Manager, including Series B Units, and each class and series of Membership Interest listed as a Voting Security in Schedule B hereto, as may be amended from time to time. Series B Voting Membership Interests may also be referred to as "Voting Common Unit."

"Treasury Regulations" or "Regulations" shall mean the federal income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Voting Common Unit" shall mean each Membership Interest in the Company designated as a Voting Common Unit, along with the voting rights attributable to each such Voting Common Unit. Voting Common Units may also be referred to as "Series B Voting Interests."

ARTICLE I ORGANIZATION

1.1 Name. The name of the Company is Litxchange LLC. The business of the Company may be conducted under that name or, on compliance with applicable laws, any other name that the Manager of the Company deems appropriate or advisable. The Manager, on behalf of the Company, shall file any certificates, articles, fictitious business name statements, and such other documents, and any amendments and supplements thereto, as the Manager considers appropriate or advisable.

1.2 Formation and Qualification. The Initial Members have formed the Company as a Texas

limited liability company under the Act by filing the Articles of Organization with the Secretary of State.

1.3 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, including the Act, as amended from time to time, without regard to Texas's conflicts of laws principles. The rights and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that any provision of this Agreement is inconsistent with any provision of the Act, this Agreement shall govern to the extent permitted by the Act.

1.4 Term. The term of the Company commenced on the filing of the Certificate and shall be perpetual unless dissolved as provided in this Agreement.

1.5 Office and Agent. The principal office of the Company shall be at such place or places of business within or without the State of Texas as the Manager may determine. The Company shall continuously maintain a registered agent in the State of Texas as required by the Act. The registered agent shall be as stated in the Certificate or as otherwise determined by the Manager.

1.6 Purpose of Company. The purpose of the Company is to engage in all lawful activities, including, but not limited to the following activities:

- (a) to (i) develop, operate and manage a stock and crypto trading platform; and (ii) carry on any and all activities incidental or related thereto as may be lawfully conducted by a limited liability company under the laws of the State of Texas; and
- (b) to enter into any business arrangement or relationship, exercise all rights and powers and engage in all activities as determined by the Manager, which a limited liability company may legally exercise pursuant to the Act. In furtherance thereof, the Company may exercise all powers necessary to or reasonably connected with the Company's business, which may be legally exercised by limited liability companies under the Act, and may engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

ARTICLE II MEMBERSHIP INTERESTS, VOTING AND MANAGEMENT

2.1 Initial Members. The Initial Members of the Company are the Members who are listed in Schedule A hereto.

2.2 Classes and Series of Membership Interests. The Company may issue Series A Non-Voting Membership Interests, Series B Voting Membership Interests, and such other series and/or class of securities designated by the Manager. Each of the foregoing are Membership Interests of the Company. Only holders of Series B Voting Membership Interests shall have the right to vote upon any matters upon which Members have the right to vote under the Act or under this Agreement, in proportion to their respective Percentage Voting Interest in the Company.

2.2.1 Holders of Membership Interests are Members regardless of class or series, or whether or not such Membership Interests are Series B Voting Membership Interests.

2.2.2 Members may own interests in any and all classes and series of Membership Interests authorized to be issued by the Company.

2.3 Rights and Preferences of Membership Interests.

2.3.1 Membership Interests in the Company shall have the interests, rights, and preferences explicitly designated by the Manager, and/or as expressly provided in this Agreement. Notwithstanding the foregoing, no amendment to this Agreement or designation by the Manager which negatively impacts the interests, rights, or preference of any such existing series or class of Membership Interests can be effected without the approval of the Members, both voting and non-voting, holding a Majority Interest of such series or class of Membership Interest.

2.3.2 Any other series or class of securities established by the Company in accordance with this Article II shall have only such interests, rights, and preferences, as may be established by the Manager of the Company from time to time.

2.4 Ownership Interest. A Member's "Ownership Interest" is the total number of his/her/its Membership Interests, including each class and series so held, together with all of the rights as a Member of the Company that arise from such interests. The Initial Members shall have the initial Ownership Interests that are identified in Schedule A.

2.5 Management by Manager.

2.5.1 The business and affairs of the Company shall be managed only by its Manager. The Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. The name and address of the current Manager is set out in Schedule C hereto.

2.5.2 The Members shall have no right to make any decisions with regard to the Company or vote on any matters, notwithstanding the Act, except as otherwise set forth herein and/or determined by the Manager in accordance with this Agreement.

2.6 Number, Tenure and Qualifications. The Company shall have one Manager. The number of Managers may be increased or decreased by a Majority Vote of the Members holding Voting Securities. Managers shall hold office until their successor shall have been elected and qualified or until earlier death, disability, resignation, or removal.

2.7 Certain Powers of the Manager. Without limiting the generality of Section 2.5 above, the Manager shall have the power and authority to act on behalf of the Company in order to:

(a) acquire property from any Person as the Manager may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Manager from dealing with that Person;

(b) borrow money for the Company from banks, other lending institutions, the Manager, Members, or Affiliates on such terms as the Manager deems appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager, or by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Manager;

(c) purchase liability and other insurance to protect the Company's property and business;

(d) hold any real and/or personal property in the name of the Company;

(e) invest any Company funds temporarily, by way of example but not limitation, in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;

(g) execute on behalf of the Company all instruments and documents, including, without limitation: checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies, and any other instruments or documents necessary, in the opinion of the Manager, to the business of the Company;

(h) employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

(i) enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Manager may approve;

(j) pay any Manager a reasonable fee for services;

(k) create offices and designate Officers; and

(l) do and perform all other lawful acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by the Manager of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Manager to act as an agent of the Company in accordance with the previous sentence.

2.8 Liability for Certain Acts. Notwithstanding the Act, no Manager or Member shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member except loss or damage resulting from the intentional misconduct or knowing violation of law or a transaction for which such Manager received a personal benefit in violation or breach of the provisions of this Operating Agreement. The Manager shall be entitled to rely on information, opinions, reports or statements, including but not limited to financial statements or other financial data prepared or presented by: (i) any one or more Members, Officers or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matter presented; (ii) legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the person's professional or expert competence; or (iii) a committee of which he or she is not a member if the Manager reasonably believes the committee merits confidence.

2.9 Manager Has No Exclusive Duty to Company. Any Manager may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom. The Manager shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

2.10 Bank Accounts. The Manager may from time to time open bank accounts in the name of the Company, and may designate such Manager to be the sole signatory thereon, unless the Manager determines otherwise.

2.11 Resignation. Any Manager of the Company may resign at any time by giving 30 days written notice to the Members who hold Voting Securities. The resignation of any Manager shall take effect upon the date specified in such notice, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect such Manager's rights as a Member and shall not constitute a withdrawal of that Manager as a Member.

2.12 Removal. The Manager may be removed at a special meeting called for that purpose by an affirmative vote of the Members holding at least 75% in the aggregate of Voting Securities entitled to vote on or consent to such removal of the Manager.

2.13 Vacancies/Election. Any vacancy of the Manager occurring for any reason shall be filled by the unanimous vote of the Members holding Voting Securities entitled to vote on or consent to such if there is no remaining Manager. Subject to the foregoing, the Manager shall be elected by the Majority Vote of Members holding Voting Securities.

2.14 New Members. The Company may determine the maximum number and all classes of Membership Interests it may issue, in the discretion of the Manager. The Company may issue any of such Membership Interests of such class or series it so designates and thereby admit a new Member or Members, as the case may be, to the Company, only if such new Member (i) is approved by the Company; (ii) delivers to the Company his/her/its required capital contribution; and (iii) delivers such additional documentation as the Manager shall reasonably require to so admit such new Member(s) to the Company.

2.14.1 Upon the admission of a new Member or Members, as the case may be, to the Company, the Capital Accounts of Members, and the calculations that are based on the Capital Accounts, shall be adjusted appropriately.

2.15 No State-Law Partnership. The Members intend that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member or Manager be a partner or joint venturer of any other Member or Manager, for any purposes other than federal and state tax purposes, and this Agreement may not be construed to suggest otherwise.

ARTICLE III CAPITAL ACCOUNTS

3.1 Initial Capital Contributions. Each Initial Member has made an equal initial Capital Contribution to the Company at the time of each such Initial Member's execution of this Agreement.

3.2 Capital Accounts.

3.2.1 A separate capital account ("Capital Account") shall be maintained for each Member's Ownership Interest in Series A Non-Voting Membership Interests, Series B Voting Membership Interests, and each such other series or class of Membership Interests that may be established by the Company from time to time.

3.2.2 The Capital Account(s) of each Member shall be increased by (i) the amount of any cash and the fair market value of any property or services contributed to the Company by such Member (net of any liability secured by such contributed property that the Company is considered to assume or take subject to), and (ii) the amount of income or profits allocated to such Member in accordance with the rights and preferences attributable to the Membership Interests held by such Member. The Capital Account(s) of each Member shall be reduced by (i) the amount of any cash and the fair market value of any property distributed to the Member by the Company (net of liabilities secured by such distributed property that the Member is considered to assume or take subject to on account of his ownership interest), and (ii) the amount of expenses or loss allocated to the Member. If any property other than cash is distributed to a Member, the Capital Accounts of the Members shall be adjusted as if the property had instead been sold by the Company for a price equal to its fair market value and the proceeds distributed.

3.2.3 No Member shall be obligated to restore any negative balance in his Capital Account(s). No Member shall be compensated for any positive balance in his Capital Account(s) except as otherwise expressly provided herein.

3.2.4 The Capital Accounts of the Members, and the calculations that are based on the Capital Accounts, shall be adjusted appropriately to reflect any transfer of an interest in the Company, distributions, or additional capital contributions.

3.2.5 The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with the provisions of U.S. Treasury Regulations Section 1.704-1(b)(2) and shall be interpreted and applied in a manner consistent with such Regulations.

3.3 Additional Contributions. Except as otherwise may be expressly provided herein, or as may be determined by the Manager, the Members shall not be required to make additional capital contributions to the Company.

ARTICLE IV MANNER OF ACTING

4.1 Officers and Agents of the Company.

4.1.1 The Manager may authorize any Member or Members of the Company, or other individuals or entities, whether or not a Member, to take action on behalf of the Company, as the Manager deems appropriate. Any Member may lend money to and receive loans from the Company, act as an employee, independent contractor, lessee, lessor, or surety of the Company, and transact any business with the Company that could be carried out by someone who is not a Member; and the Company may receive from or pay to any Member remuneration, in the form of wages, salary, fees, rent, interest, or any form that the Manager deems appropriate and reflects industry standards or norms.

4.1.2 The Manager may appoint Officers of the Company who, to the extent provided by the Manager, may have and may exercise all the powers and authority of the Members or Manager in the conduct of the business and affairs of the Company. The Officers of the Company may consist of a Chief Executive Officer, a President, a Treasurer, a Secretary, one or more Vice Presidents, Assistant Vice Presidents, or other authorized persons, officers, or agents as may be elected or appointed by the Manager. The Manager may provide rules for the appointment, removal, supervision and compensation of such Officers, the scope of their authority, and any other matters relevant to the positions. The Officers shall act in the name of the Company and shall supervise its operation, within the scope of their authority, under the direction and management of the Manager.

4.1.3 Any action taken by a duly authorized Officer, pursuant to authority granted by the Manager in accordance with this Agreement, shall constitute the act of and serve to bind the Company, and each Member hereby agrees neither to dispute such action nor the obligation of the Company created thereby.

4.2 Meetings of the Manager. No regular, annual, special or other meetings of the Manager are required to be held. Any action that may be taken at a meeting of the Manager may be taken without a meeting by written consent in accordance with the Act. Meetings of the Manager, for any purpose or purposes, may be called at any time by the Manager, or by the Chief Executive Officer or President of the Company, if any. The Manager may designate any place as the place of meeting for any meeting of the Manager. If no designation is made, the place of meeting shall be the principal place of business of the Company.

ARTICLE V ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocations of Profits and Losses. Profits and losses shall be allocated among the Members in proportion to their Ownership Interests and subject to the rights and preferences attributable to each class and series of Membership Interest held by such Members. Any special allocations necessary to comply with the requirements set forth in Internal Revenue Code Section 704 and the corresponding Regulations, including, without limitation, the qualified income offset and minimum gain chargeback provisions contained therein, shall be made if the Manager deems these actions to be appropriate.

5.2 Distributions.

5.2.1 Except as otherwise provided in this Agreement, all distributions shall be made to all of the Members in proportion to their Ownership Interests and subject to the distribution rights and preferences attributable to each class and/or series of Membership Interest held by such Members, as may be determined by the Manager in accordance with the provisions of this Agreement, and subject to applicable law, out of funds legally available therefor.

5.2.2 All such distributions shall be made only to the Members who, according to the books and records of the Company, are the holders of record on the actual date of distribution. The Manager may base a determination that a distribution of cash may be made on a balance sheet, profit and loss statement, cash flow statement of the Company, or other relevant information.

5.2.3 Neither the Company nor the Members shall incur any liability for making distributions.

5.2.4 Notwithstanding the foregoing, the Company shall make distributions as provided in Schedule D.

5.3 Tax Distributions. Subject to the requirements of applicable law and notwithstanding anything to the contrary in the distribution provisions of subsections 5.2.1 and 5.2.2, the Company shall, no later than the fifteenth (15th) day of April of each calendar year, distribute, to the extent Available Cash is legally available therefore, to each Member with an Income Tax Distribution Amount (as defined below) for the prior calendar year, cash in an amount equal to the excess, if any, of (a) the Manager's(s') good faith estimate of such Member's Income Tax Distribution Amount for such prior calendar year, less (b) the aggregate amount of distributions (excluding distributions made pursuant to this Section 5.3) made to such Member in respect of such prior calendar year. For purposes of this provision, "Income Tax Distribution Amount" for any calendar year means, with respect to each Member to whom an item of income or gain was allocated in respect of such calendar year, the product of (x) such Member's share of taxable income of the Company for such calendar year (as determined by the Company), and (y) the highest marginal income tax rate (federal, state and local combined, but taking into account the deductibility of state and local income

tax from federal income tax) applicable to the Member subject to the greatest level of taxation on such Member's distributive share of the Company's income, loss, deduction or credit as determined under Section 702 of the Code (as determined by the Company in good faith). If the Company is precluded by applicable law from making the distribution set forth above, the Company shall be obligated to make such distribution to the extent, and at such time as, allowable under applicable law.

5.4 Form of Distribution. No Member has the right to demand and receive any distribution from the Company in any form other than money. No Member may be compelled to accept from the Company a distribution of any asset in kind in lieu of a proportionate distribution of money being made to other Members except on the dissolution and winding up of the Company.

ARTICLE VI TRANSFER AND ASSIGNMENT OF INTERESTS

6.1 General Prohibition. Except as otherwise permitted by this Agreement, no Member may assign, convey, sell, transfer, liquidate, encumber, or in any way dispose of (collectively a "Transfer"), all or any part of his Membership Interests unless otherwise specifically permitted by applicable state and federal securities laws, this Agreement, and any related subscription agreement executed by such Member. In any case, no Member may Transfer any Membership Interests without the prior written consent of the Manager, which consent may be granted or withheld in the Manager's sole discretion, and without first offering the Company the opportunity to redeem such Units, or otherwise offering the remaining members of the Company an opportunity to purchase pro rata such Membership Interests being offered for sale or transfer. Any attempted Transfer of all or any portion of a Membership Interest not otherwise permitted hereunder, shall be null and void and shall have no effect whatsoever.

6.2 Transfers to Family Members/Affiliates. Notwithstanding the foregoing, a Member shall be free at any time to Transfer all or any part of his/her Membership Interests to any one or more of that Member's Family Members and/or an Affiliate, provided such Transfer is specifically permitted by applicable state and federal securities laws, or applicable exemption thereto. For purposes of this Section 6.2, a Member's "Family Members" shall mean the Member's spouse, children, and trusts for the primary benefit of the Member himself/herself or such spouse or children.

ARTICLE VII ACCOUNTING, RECORDS AND REPORTING

7.1 Books and Records. The Company shall maintain complete and accurate accounts in proper books of all transactions of or on behalf of the Company and shall enter or cause to be entered therein a full and accurate account of all transactions on behalf of the Company. The Company's books and accounting records shall be kept in accordance with such accounting principles (which shall be consistently applied throughout each accounting period) as the Manager may determine to be convenient and advisable. The Company shall maintain at its principal office all of the following:

- (a) a current list of the full name and last known business or residence address of each Member in the Company set forth in alphabetical order, together with, for each Member, a Capital Account associated with each class and series of Membership Interest held, including entries to these accounts for contributions and distributions;
- (b) the Ownership Interest, and Percentage Voting Interest, if any, for each Member;
- (c) a copy of the Certificate and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which the Certificate or any amendments thereto have been executed;

- (d) copies of the Company's federal, state and local income tax or information returns and reports, if any, for up to the six most recent taxable years, as applicable;
- (e) a copy of this Agreement and any and all amendments hereto together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments thereto have been executed;
- (f) copies of the financial statements of the Company, if any, for up to the six most recent Fiscal Years, as applicable;
- (g) the Company's books and records as they relate to the internal affairs of the Company for at least the current and up to the past four Fiscal Years, as applicable;
- (h) true and full information regarding the status of the business and financial condition of the Company; and
- (i) true and full information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member and which each Member has agreed to contribute in the future, and the date on which each became a Member.

7.2 Inspection of Books and Records. Each Member has the right, on reasonable request for an appropriate business purpose related to the interest of the Person as a Member or a Manager, to: (a) inspect and copy during normal business hours any of the Company's records described in Section 7.1; and (b) obtain from the Company promptly after their becoming available a copy of the Company's federal, state and local income tax or information returns for each Fiscal Year.

7.3 Filings. The Manager, at Company expense, shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities. The Manager, at Company expense, shall also cause to be prepared and timely filed with appropriate federal and state regulatory and administrative bodies amendments to, or restatements of, the Certificate and all reports required to be filed by the Company with those entities under the Act or other then current applicable laws, rules, and regulations.

7.4 Bank Accounts. The Company shall maintain its funds in one or more separate bank accounts in the name of the Company, and shall not permit the funds of the Company to be co-mingled in any fashion with the funds of any other Person or entity.

7.5 Tax Representative. The Manager may, in its exclusive discretion, appoint, remove and replace a Tax Representative at any time or times. The Manager shall from time to time cause the Company to make such tax elections as it deems to be in the interests of the Company and the Members generally. The "Tax Representative," as defined in Internal Revenue Code Section 6233(a), shall represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting judicial and administrative proceedings, and shall expend the Company funds for professional services and costs associated therewith.

ARTICLE VIII DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of: (i) the entry of a decree of judicial dissolution pursuant to the Act; or (ii) the written consent of the Manager and all Members holding Voting Securities.

8.2 Winding Up. On the occurrence of an event specified in Section 8.1, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors. The Manager shall be responsible for overseeing the

winding up and liquidation of Company, shall take full account of the assets and liabilities of Company, shall cause such assets to be sold or distributed, and shall cause the proceeds therefrom, to the extent sufficient therefore, to be applied and distributed as provided in Section 8.4 hereof. The Manager shall give written notice of the commencement of winding up by mail to all known creditors and claimants whose addresses appear on the records of the Company. The Manager shall be entitled to reasonable compensation for such services.

8.3 Distributions in Kind. Any noncash assets distributed to the Members shall first be valued at their fair market value to determine the profit or loss that would have resulted if such assets were sold for such value. Such profit or loss shall then be allocated pursuant to this Agreement, and the Members' Capital Accounts shall be adjusted to reflect such allocations. The amount distributed and charged against the Capital Account of each Member receiving an interest in a distributed asset shall be the fair market value of such interest (net of any liability secured by such asset that such Member assumes or takes subject to). The fair market value of such asset shall be determined by the Manager.

8.4 Order of Payment of Liabilities on Dissolution. After a determination that all known debts and liabilities of the Company in the process of winding up, including, without limitation, debts and liabilities to Members who are creditors of the Company, have been paid or adequately provided for, the remaining assets shall be distributed to the Members in proportion to their positive Capital Account balances subject to the rights and preferences of the class and/or series of Membership Interests held, after taking into account profit and loss allocations for the Company's taxable year during which liquidation occurs.

8.5 Adequacy of Payment. The payment of a debt or liability, whether the whereabouts of the creditor is known or unknown, shall have been adequately provided for if payment thereof shall have been assumed or guaranteed in good faith by one or more financially responsible Persons or by the United States government or any agency thereof, and the provision, including the financial responsibility of the Person, was determined in good faith and with reasonable care by the Members to be adequate at the time of any distribution of the assets pursuant to this section. This section shall not prescribe the exclusive means of making adequate provision for debts and liabilities.

8.6 Compliance with Regulations. All payments to the Members on the winding up and dissolution of Company shall be strictly in accordance with the positive Capital Account balance and Membership Interest series and/or class limitations, and other requirements of Regulations Section 1.704-1(b)(2)(ii)(d), as the Manager deems appropriate.

8.7 Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of such Member's positive Capital Account balance and shall have no recourse for such Member's Capital Contribution or share of profits (on dissolution or otherwise) against any other Member.

8.8 Certificate of Cancellation. The Manager conducting the winding up of the affairs of the Company shall cause to be filed in the office of, and on a form prescribed by the Texas Limited Liability Company Law, a certificate of cancellation of the Certificate on the completion of the winding up of the affairs of the Company.

ARTICLE IX LIABILITY AND INDEMNIFICATION

9.1 Limitation on Liability. Each Member's liability shall be limited as set forth herein and otherwise under the Act.

9.2 No Liability for Company Obligations. No Member will have any personal liability for any debts or losses of the Company. Notwithstanding the foregoing, Voting Members only may be asked to personally guarantee certain loan transactions entered into by the Company.

9.3 Indemnification by Company. To the fullest extent permitted by the Act, the Company shall indemnify each Manager and Member and make advances for expenses to each Manager and Member arising from any loss, cost, expense, damage, claim or demand, in connection with the Company, the Manager's or Member's status as a Manager or Member of the Company, the Manager's or Member's participation in the management, business and affairs of the Company or such Manager's or Member's activities on behalf of the Company. To the fullest extent permitted by the Act, the Company shall also indemnify its Officers, employees and other agents who are not Managers or Members arising from any loss, cost, expense, damage, claim or demand in connection with the Company, any such Person's participation in the business and affairs of the Company or such Person's activities on behalf of the Company.

9.4 Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Manager or an agent of the Company against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as a Manager or an agent of the Company, whether or not the Company would have the power to indemnify such Person against such liability under applicable law.

ARTICLE X MISCELLANEOUS

10.1 Notices. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address set forth in the Company's records.

10.2 Severability. If any provision of this Agreement, or the application of such provision to any Person or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby.

10.3 Binding Effect. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

10.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission (including, without limitation, exchange of PDFs by electronic mail) shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of a Party hereto transmitted by facsimile or other electronic means shall be deemed to be its/his/her original signature for all purposes. In

proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

10.5 Entire Agreement. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between or among the parties, regarding the subject matter of this Agreement.

10.6 Further Assurances. Each Member shall provide such further information with respect to the Member as the Company may reasonably request, and shall execute such other and further certificates, instruments and other documents, as may be necessary and proper to implement, complete and perfect the transactions contemplated by this Agreement.

10.7 Headings; Gender; Number; References. The headings of the sections hereof are solely for convenience of reference and are not part of this Agreement. As used herein, each gender includes each other gender, the singular includes the plural and vice versa, as the context may require. All references to sections and subsections are intended to refer to sections and subsections of this Agreement, except as otherwise indicated.

10.8 Parties in Interest. Except as expressly provided in the Act, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any Persons other than Members and Managers, and their respective successors and assigns, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third party Person to any party to this Agreement, nor shall any provision give any third party Person any right of subrogation or action over or against any party to this Agreement.

10.9 Amendments. All amendments to this Agreement, and each amendment or waiver of any provision of this Agreement, must be in writing and approved by the sole Manager, or by the Manager, as the case may be; *provided, however*, that any proposed amendment that would materially adversely affect (i) a particular class or series of Members or Membership Interests disproportionately (relative to its effects on Members holding any other class and/or series of Membership Interest), shall also require the prior written consent of such Members, or Members holding a Majority Interests of the class and/or series of Membership Interest, so affected, or (ii) a particular Member disproportionately (relative to its effects on other Members holding the same class and/or series of Membership Interest), or that purport to change the class and/or series of the Membership Interest held by such Member, shall also require the prior written consent of the Member so affected. Any amendments approved in accordance with this Section 10.9 shall be binding upon the Company and all Members.

10.10 Remedies Cumulative. Subject to Article IX, remedies under this Agreement are cumulative and shall not exclude any other remedies to which any Manager or Member may be lawfully entitled.

10.11 Jurisdiction and Venue. The Company and each Member hereby expressly agrees that if, under any circumstances, any dispute or controversy arising out of or relating to or in any way connected with this Agreement shall be the subject of any court action at law or in equity, such action shall be filed exclusively in the courts of the State of Texas or of the United States of America located in the State of Texas in the jurisdiction where the asset is located.

10.12 Application of Texas Law. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the Act.

10.13 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

10.14 Exhibits and Schedules. All exhibits and schedules referred to in this Agreement and attached hereto are incorporated herein by this reference.

10.15 Determination of Matters Not Provided for in This Agreement. The Manager shall decide any and all questions arising with respect to the Company and this Agreement, which are not specifically or expressly provided for in this Agreement.

10.16 No Partnership Intended for Non-Tax Purposes. The Initial Members have formed the Company under the Act, and expressly disavow any intention to form a partnership under Texas's partnership laws, or the partnership act or laws of any other state. The Members do not intend to be partners one to another or partners as to any third party except for tax purposes. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Limited Liability Company Operating Agreement has been duly executed by or on behalf of the parties hereto as of the date first above written.

<u>COMPANY:</u>	<u>INITIAL MEMBER</u>
Litxchange LLC By: _____ _____ Authorized Person	Lit Holdings LLC By: _____ _____ Authorized Person

SCHEDULE A

INITIAL MEMBERS

MEMBER	PERCENTAGE OF VOTING MEMBERSHIP INTERESTS	SERIES/CLASS OF MEMBERSHIP INTERESTS
Lit Holdings LLC	100%	Series B Voting Membership Interests

SCHEDULE B

SECURITIES WITH VOTING INTERESTS

- Series B Voting Membership Interests

SCHEDULE C

SOLE MANAGER OF THE COMPANY

NAME

ADDRESS

Lit Holdings LLC	Wyoming
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SCHEDULE D

FEES, PAYMENTS AND ALLOCATIONS

As set forth in the Memorandum.

SCHEDULE E
OUTSTANDING OWNERSHIP UNITS AS OF JULY 29, 2024

<u>Series A</u>	1,000,000
<u>Series B</u>	9,900

MEMBER SIGNATURE PAGE

The undersigned does hereby represent and warrant that the undersigned, as a condition to becoming a Member of Litxchange LLC, has received a copy of the Operating Agreement dated as of March 21, 2024, and, if applicable, all amendments and modifications thereto, and does hereby agree that the undersigned, along with the other parties to this Operating Agreement, shall be subject to and comply with all terms and conditions of this Operating Agreement in all respects as if the undersigned had executed said Operating Agreement on the original date thereof and that the undersigned is and shall be bound by all of the provisions of said Operating Agreement from and after the date of execution hereof.

Individuals:

Entities:

Name of Individual Member (Please Print)

Name of Entity (Please Print)

Signature of Individual

Print Name and Title of Officer

Name of Joint Individual Member (Please Print)

Signature of Officer

Signature of Joint Individual Member

**Agreed and Accepted
on Behalf of the
Company and its
Members:**

Lit Holdings LLC

By: _____

Its: _____