



Aviation Training Partners International, Inc.

“ATPI”



THE BIG PICTURE

500,000 NEW PILOTS NEEDED BUT ONLY TRAINING RESOURCES AVAILABLE FOR 30,000

MOST AIRCRAFT IN TRAINING FLEETS ARE OVER 20 YEARS OLD LACKING MODERN AVIONICS AND DWINDLING FASTER THAN PRODUCTION FROM AIRCRAFT MANUFACTURERS

NEW MODERN AIRCRAFT ARE BOOKED YEARS IN ADVANCE BEFORE COMING OFF THE PRODUCTION LINE SO THE PATH TO COMMERCIAL PILOTS IS ALMOST CUT-OFF

NEW FAA GUIDELINES REQUIRE MORE TIME FOR COMMERCIAL PILOTS TO QUALIFY TO FLY AS SECOND IN COMMAND SO PATHWAY RESTRICTED TO AIRLINES

PILOTS GRADUATING ARE NOT PREPARED WITH OTHER ESSENTIAL SKILLS DUE TO COST SAVINGS IN TRAINING

NEW ADVANCES IN DRONE TECHNOLOGY PAVED THE WAY FOR NEW PASSENGER AIR-TAXI DRONES BUT NO MAJOR DEVELOPER OR FAA REGULATIONS PLACING USA BEHIND OTHERS

How to make the bridge from the old to the new before it's too late?

Aviation Training Partner's International Inc.

Executive Summary

The need for aircraft and pilots is ever increasing and the training of pilots is becoming more demanding as new technology is applied to the airspace above our heads. Aircraft traditionally used for training are now often over 20 years old and do not have the avionics in them to adequately train commercial pilots. The replacement cost for atypical glass cockpit aircraft is easily \$500,000 each and on the best day can service 2 to 3 pilots in their training schedule. Even the small flight schools will be lucky to have one of these aircraft, while the others are dials and gauges to give them the basics of flight. Commercial pilots need allot more than this, and companies that have twin engine aircraft are fully booked so far in advance they cannot keep up with the demand creating only a possible 30,000 pilots in the time frame that 500,000 pilots are needed. Add to that new FAA regulations in the USA for minimum number of flight hours before they can get experience enough to sit in second in command makes this number even smaller if resources are not changed. This is not just a USA problem either, this is a global problem and the quality of the pilots who are lucky enough to find the resources are suffering as well.

The FAA has allowed more training on simulators to compensate for the lack of aircraft and resources to help pilots get more experience, but there is a limited number of full flight simulators needless to say simulators that are designed specifically for a given type of aircraft, such as Phenom, Citations, 737's, and many others which also require currency to remain proficient in emergency procedures. So where are the 500,000 pilots going to maintain their proficiency even if the aircraft are made available by massive increases in production? Not this way shown below:



Technology itself is expediting the drastic change in aviation with drone technology, most flown in the amateur realm, that technology is being applied to monitored and autonomous vehicles creating a new localized transportation means called passenger air-taxi's. While still in the development stage, some countries are already entering beta test mode. This technological leap will be available within the next 20 years in the USA, but it has limitations due to flight duration. Most certainly we would not want someone flying over our heads that is producing 2,000 lbs. of thrust without at least knowing where the ballistic recovery parachute is or having someone monitoring the flight able to flip the switch.



WHY ATPI?

Aviation Training Partner's International Inc., was formed to resolve these issues by bringing technologies and resources together. In order to accomplish this a multifaceted corporation was required that addresses flight training aircraft to meets the needs that could be produced in the time frame required, appropriate training staff and equipment made available within the training environment that takes pilots from beginners through their PIC ratings not just obtaining their commercial ticket in a beat up twin engine aircraft, and finally, creating new technological applications to integrate those with no flying experience and providing the expertise to deal with that new technologies to the safe implementation with the FAA.

We realize that is a mouthful, so to help you understand we have broken it down a bit.

The Aircraft problem...

We pointed out that new glass cockpit aircraft cost over \$500,000 but that does not mean that an aircraft cannot be produced significantly less at a profit that is also glass cockpit. Several aircraft type certificates are already available such as the Tiger and Cougar aircraft series, that when

produced new would resell in the low \$300,000 range. Also, our staff has extensive experience designing and building new aircraft and can easily produce new aircraft designed using modern construction techniques within 3 years that would allow beginner pilots to become commercial twin engine pilots. These aircraft are designed for training and commercialization that would be within the modern family budget and more so allow other training centers to replace their aging fleet.



The Expertise issue...

Currently the FAA has a multi-level flight training structure for a very good reason. Sport aircraft, to private pilot, to commercial pilot to airline transport pilot. Within each of those certifications,

various skills are added, such as single engine, multi-engine, and type ratings for specific aircraft. As an example, a single engine pilot who flies under visual rules only would not be able to land a 737 in the midst of a thunderstorm because he would not know how to operate the systems of the aircraft, navigate properly using the information those systems are telling him or control the aircraft itself because of the complexity of the environment the aircraft operates in. As a pilot matures from dreams of basic flight to become an ATP, is a series of staged experiences and exposure from the classroom, simulated environment to practical application. This process is repeated many times over until the student becomes either proficient or quits. Some quit because of the severe economic impact of flight training, others quit because they do not understand the importance of the training they are receiving, and some simply should never be pilots because they lack the technical comprehension. What is more alarming there are pilots who test so many times they eventually pass the training and are now flying passengers.

This does not have to be...



Each stage of the pilot learning environment must be orchestrated and positively supported to foster that understanding. This requires good ground school, demonstration by qualified instructors, actual simulation as close to real world as possible, in the actual aircraft as practical without actually endangering anyone, and finally diversity in type of aircraft to set home those building blocks. ATPI is comprised of real pilots and instructors who have extensive experience in a variety of different aircraft and types, and all would say that it is not one aircraft that has given them that expertise, but the combination of aircraft that honed their skills. At each ATPI center,

these resources will be placed and overseen to ensure that each pilot has had that level of training that is instinctive and not just memorized to pass the test.

The most obstructive inhibitor of a potential ATP is the cost and hours required. Modern simulators provide drastic cost savings to the student, but most training centers do not have them or minor versions of them, often treated more of a video game because the old-style stick and rudder instructors do not know how to use them in their syllabus. However, modern simulators are capable of giving real experience and companies such as Flight Safety and Simuflite use them to type certify pilots who have never step foot in the aircraft they became certified to fly. At ATPI, the use of full flight simulators is specifically used to teach as part of the syllabus, and more so to allow students that extra time to sort out the issues they are having with any part of their training. The FAA has now accepted this as part of the time requirements for Instrument Flight Training certification. At ATPI, we see this as a move in the right direction as we can teach our students in that simulated environment things we would not dare teach them in the real aircraft because of the risk. What that equates to is pilots who graduate who actually are ready for what can happen, and from our experience does.

What the future brings...

Simply put.. autonomous vehicles are coming and there is no reason to put our head in the sand.



Yup.. they are coming here and in Asia already. While we do not see the trust of the public allowing un-monitored flight, monitored flight is a different thing, and that will require control systems and pilots in charge of those systems as well.

The following image is the Ehang Control Center monitoring its test drone. The reality that such control centers are that complicated as a sign that integration into the public is quite unrealistic, versus the image above of a shipborne control center relying upon computational power. Actual beta testing would rely more upon monitored flight and computational power with single pilot monitoring similar to military drone operations.



With the wide variety of autonomous passenger air-drones in development, there is most certainly the need for qualified pilots to perform this function as this technology comes to the USA. That training will be an integral part of the future at ATPI through its training programs.

Potential

Being conservative and using only Boeing's projections show that 26,000 ATP's must graduate each year and have a minimum of 1,500 flight hours in twins. Easily another 72,000 commercial pilots must graduate each year to start reaching the ATP entry point. Therefore, the commercial training programs in the USA should be at minimum 26,000 students but only 1,600 graduated under the current system. That means 13,000,000 flight hour potential and in best case scenario maximizing aircraft time over 1,000 single engine and another 1,000 multiengine training aircraft are needed in the USA alone without replacements. That does not include retail sales of aircraft, or other commercialization of them. Just within the USA market alone, the production of training aircraft would easily yield a 2:1 Return on Investment on the initial offering alone and would continue globally.

Again, retail flight training costs are typically \$10,000 for private, \$20,000 for commercial and \$50,000 for ATP conservatively. Even if ATPI got 1% of the students in the USA, would equate to 216 new students per month which is twice the largest commercial flight training center in the USA currently can train in one year spread between 34 flight training centers under the old process and old aircraft. With the use of simulators as part of the syllabus these retail costs can be driven down drastically because the volume of students could increase through the programs. Further the quality of education and experience would increase as well. Simply put, our training programs would become the gold standard globally as we could expand on resources for the next 19 years.

Capital

Initially, ATPI will establish its first training center in Jacksonville Florida and its FAA 141 certification as a flight school. While this center is strictly intended to be a test bed on integration of the syllabus and resources. Over the next 3 years, the parallel focus on aircraft type and plant certification with the FAA will occur, along with building the single engine and multi-engine training aircraft. Once type certification is completed which is assured, ATPI will go hard cash positive with the release of its training programs either as direct owned centers or authorized centers (such as expected in Europe and Asia markets).

Ownership will be:

- 100,000 Units by Investors
- 1,000,000 Units will be set aside for additional expansions
- 1,000,000 Units by its Founders who have turned their resources and holding to ATPI
- 1,500,000 Units kept in reserve for employee incentives
- Total Units outstanding: 6.4 million units

Valuation

Aviation Training Partners International Inc. will be dependent on our ability to meet the goals set forth in this Business Plan during the next 60 months.

Keys to Success

With the drastic need for pilot training over the next 19 years, ATPI has a huge market available to it by solving this multifaceted problem collectively by:

- Development of low cost modern training aircraft
- Integration of new technologies to enhance the training programs
- Marketing and Advertising to spread those programs globally
- No competition as no single company is collectively providing these services
- Ability to take leading edge technologies in aviation and be at the head of its introduction

Results: ATPI will increase its visibility and accessibility within the aviation community globally, our name recognition will become synonymous with efficiency, dependability, integrity, customer service, convenience, and quality.

REFERENCES VERIFYING STATEMENTS MADE IN THIS PLAN

<https://www.facebook.com/siamagmedia/videos/2201880473379199/>

<https://www.economist.com/science-and-technology/2018/03/10/passenger-drones-are-a-better-kind-of-flying-car>

<https://newatlas.com/passenger-drone-flying-taxi/51539/>

<https://www.boeing.com/commercial/market/pilot-technician-outlook/2018-pilot-outlook/>

<https://www.prnewswire.com/news-releases/boeing-forecasts-unprecedented-20-year-pilot-demand-as-operators-face-pilot-supply-challenges-300684641.html>

***** <https://www.thebalancecareers.com/boeing-announces-ab-initio-flight-training-program-282861>

***** <http://www.boeing.com/resources/boeingdotcom/commercial/market/boeing-market-insight/assets/downloads/pilot-shortage-thought-leadership-2018%20.pdf>



PRIVATE PLACEMENT MEMORANDUM



Aviation Training Partners International, Inc.

August, 2018

PRIVATE PLACEMENT MEMORANDUM

Aviation Training Partners International, Inc.

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Sale of 10,000 Offered Series 'A' Non-Voting Units
@\$2,500 per Units

Each Unit consist of 1 Redeem Value @\$2,500 and
100.000 Series A Common Units

Due Date: 12/31/2023

Maximum Offering: \$250,000,000

The information contained in this Confidential Private Placement Memorandum (this "Memorandum") has been supplied by 'Aviation Training Partners International. ("we", 'Aviation Training Partners International' or the "Company" or "ATPI"). Any estimates, forecasts or other-forward looking statements contained in this Memorandum have been prepared by the management of 'ATPI' in good faith on a basis it believes is reasonable. Such estimates, forecasts or other forward-looking statements involve significant elements of subjective judgment and analysis, and no representation can be made as to their attainability. No representation or warranty (express or implied) is made or is it to be relied upon as a promise or representation as to the future performance of 'Aviation Training Partners International Inc.'.

Date: August 2018

PRIVATE PLACEMENT MEMORANDUM

‘Aviation Training Partners International, Inc.’

‘Aviation Training Partners International, Inc.’ (“ATPI” is offering (the “Offering”) for sale to persons who qualify as “accredited investors,” investors as that term is defined in Regulation D under the Securities Act of 1933, as amended (the “Securities Act”), up to 100,000 Offered Series ‘A’ Non-Voting Units (the “Maximum Offering”). The per Unit purchase price is equal to \$2,500 (the “Offering Price”). No market exists for the trading of any of the Series ‘A’ Non-Voting Unit Series. See “Restrictions on Transfer of Units.”

An investment in ‘Aviation Training Partners International Inc.’ involves a high degree of risk. See ‘Risk Factors’ below. Prospective investors are encouraged to retain their own professional advisors to review and evaluate the economic, tax and other consequences of investing in the Offering and should not construe the contents of this Memorandum, or any other information furnished by ‘Aviation Training Partners International Inc.’, as tax or legal advice.

This Memorandum has been prepared by ‘Aviation Training Partners International Inc.’, and no representation or warranty is made by any other person as to the accuracy or completeness of the information contained herein. The appendices attached to this Memorandum constitute an integral part hereof. Prospective investors will be given the opportunity to meet with management and conduct their own due diligence investigations and they must rely on such due diligence, the information disclosed in this Memorandum and the professional advice of their advisors in making their investment decisions.

THE SERIES ‘A’ NON-VOTING UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES OR “BLUE SKY” LAWS OF ANY JURISDICTION. THE INFORMATION CONTAINED HEREIN HAS NOT BEEN APPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR SIMILAR BODY. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

See “Notices Regarding This Memorandum” and “Notices Regarding This Offering.”

	Number of Series ‘A’ Non-Voting Units Offered	Offering Price
Per Unit		\$2,500
Total Maximum	100,000 Offered	\$250,000,000

(1) We are offering a maximum of 100,000 Offered Series ‘A’ Non-Voting Units at the price indicated. See “Terms of the Offering”

PRIVATE PLACEMENT MEMORANDUM

NOTICES REGARDING THIS MEMORANDUM

THIS MEMORANDUM IS BEING FURNISHED BY THE COMPANY SOLELY FOR USE BY POTENTIAL INVESTORS IN CONNECTION WITH THE OFFERING.

THIS MEMORANDUM HAS BEEN PREPARED BY THE COMPANY, AND NO PERSON OTHER THAN AN AUTHORIZED REPRESENTATIVE OF THE COMPANY HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM IN CONNECTION WITH THE UNITS DESCRIBED HEREIN AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY. POTENTIAL INVESTORS ARE CAUTIONED NOT TO RELY ON ANY INFORMATION NOT EXPRESSLY SET FORTH IN THIS MEMORANDUM. STATEMENTS CONTAINED HEREIN AS TO THE CONTENT OF ANY AGREEMENT OR OTHER DOCUMENT ARE SUMMARIES AND, THEREFORE, ARE NECESSARILY SELECTIVE AND INCOMPLETE AND ARE QUALIFIED IN THEIR ENTIRETY BY THE ACTUAL AGREEMENTS OR OTHER DOCUMENTS THE COMPANY WILL MAKE AVAILABLE TO ANY PROSPECTIVE INVESTOR, PRIOR TO THE CONSUMMATION OF THE SALE, THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY OR PERSONS ACTING ON BEHALF OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING, THE COMPANY OR ANY OTHER RELEVANT MATTERS AND ANY ADDITIONAL REASONABLE INFORMATION TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION.

THE OFFERING PRICE OF THE SERIES 'A' NON-VOTING UNITS HAS BEEN DETERMINED BY THE COMPANY AND DOES NOT NECESSARILY BEAR ANY RELATIONSHIP TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF THE COMPANY OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

BECAUSE THIS MEMORANDUM FOCUSES PRIMARILY ON INFORMATION CONCERNING THE COMPANY RATHER THAN THE INDUSTRY IN WHICH THE COMPANY OPERATES, POTENTIAL INVESTORS MAY WISH TO CONDUCT THEIR OWN SEPARATE INVESTIGATION OF THE COMPANY'S INDUSTRY TO OBTAIN GREATER INSIGHT IN ASSESSING THE COMPANY'S PROSPECTS.

THIS MEMORANDUM DOES NOT PURPORT TO CONTAIN ALL OF THE INFORMATION THAT MAY BE REQUIRED TO EVALUATE THE OFFERING, AND ANY RECIPIENT HEREOF SHOULD CONDUCT ITS OWN INDEPENDENT ANALYSIS. THE DELIVERY OF THIS MEMORANDUM AT ANY TIME DOES NOT IMPLY THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS MEMORANDUM. THIS MEMORANDUM IS SUBMITTED IN CONNECTION WITH THE OFFERING DESCRIBED HEREIN AND MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE. EACH RECIPIENT OF THIS MEMORANDUM AGREES THAT ALL INFORMATION CONTAINED HEREIN IS OF A CONFIDENTIAL NATURE, THAT IT WILL TREAT SUCH INFORMATION IN A CONFIDENTIAL MANNER AND THAT IT WILL NOT, DIRECTLY OR INDIRECTLY, DISCLOSE OR PERMIT ITS AGENTS OR AFFILIATES TO DISCLOSE ANY SUCH INFORMATION WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY.

PRIVATE PLACEMENT MEMORANDUM



NOTICES REGARDING THIS OFFERING

THIS OFFERING CAN BE WITHDRAWN AT ANY TIME BEFORE A CLOSING AND IS SPECIFICALLY MADE SUBJECT TO THE TERMS DESCRIBED IN THIS MEMORANDUM. THE COMPANY RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTION, IN WHOLE OR IN PART, OR TO ALLOCATE TO ANY PROSPECTIVE INVESTOR LESS THAN THE NUMBER OF UNITS SUBSCRIBED FOR BY SUCH PROSPECTIVE INVESTOR.

THE PURCHASE OF THE UNITS OFFERED HEREBY ENTATILS A HIGH DEGREE OF RISK. NO INVESTMENT IN THE UNITS OFFERED HEREBY SHOULD BE MADE BY ANY PERSON WHO IS NOT IN A POSITION TO LOSE THE ENTIRE AMOUNT OF SUCH INVESTMENT. ALL INVESTORS SHOULD CAREFULLY REVIEW THIS MEMORANDUM, INCLUDING THE SECTION ENTITLED “RISK FACTORS”.

PROSPECTIVE INVESTORS ARE ENCOURAGE TO RETAIN THEIR OWN PROFESSIONAL ADVISORS TO REVIEW AND EVALUATE THE ECONOMIC, TAX AND OTHER CONSEQUENCES OF INVESTING IN THIS PRIVATE OFFERING AND ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY OTHER INFORMATION FURNISHED BY ‘AVIATION TRAINING PARTNERS INTERNATIONAL INC.’ AS LEGAL, FINANCIAL OR OTHER ADVICE.

THE UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) OR THE SECURITIES OR “BLUE SKY” LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE UNITS ARE SUBJECT TO RESTRICTION ON TRANSFERABILITY AND RESALE AND MAY NOT BE PLEDGED, TRANSFERRED, RESOLD OR OTHERWISE DISPOSED OF EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTIONS THEREFROM. THE UNITS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOT HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE OFFERING DOCUMENTS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

PRIVATE PLACEMENT MEMORANDUM

THE OFFEREE, BY ACCEPTING DELIVERY OF THE OFFERING MATERIALS, AGREES TO RETURN THIS MEMORANDUM, ALL OTHER OFFERING MATERIALS AND ALL ACCOMPANYING OR RELATED DOCUMENTS TO THE COMPANY UPON REQUEST IF THE OFFEREE DOES NOT PURCHASE ANY OF THE UNITS OFFERED HEREBY.

THIS MEMORANDUM AND ALL OTHER OFFERING MATERIALS ARE SUBMITTED IN CONNECTION WITH THE PRIVATE OFFERING OF THE SERIES 'A' NON-VOTING UNITS AND DO NOT CONSTITUTE AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED. ANY REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM OR ANY OTHER OFFERING MATERIALS IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF THEIR CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY, IS PROHIBITED. ANY OFFEREE ACTING CONTRARY TO THE FOREGOING RESTRICTIONS MAY PLACE ITSELF AND THE COMPANY IN VIOLATION OF FEDERAL OR STATE SECURITIES LAWS.

EACH OFFEREE MAY, IF IT SO DESIRES, MAKE INQUIRIES OF MANAGEMENT OF THE COMPANY WITH RESPECT TO THE COMPANY'S BUSINESS OR ANY OTHER MATTERS SET FORTH HEREIN AND MAY OBTAIN ANY ADDITIONAL INFORMATION THAT SUCH OFFEREE DEEMS TO BE NECESSARY IN ORDER TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM AND TO MAKE AN INVESTMENT DECISION (TO THE EXTENT THAT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE). IN CONNECTION WITH SUCH INQUIRY, ANY DOCUMENTS THAT ANY OFFEREE WISHES TO REVIEW WILL BE MADE AVAILABLE FOR INSPECTION AND COPYING OR PROVIDED, UPON REQUEST, SUBJECT TO THE OFFEREE'S AGREEMENT TO MAINTAIN SUCH INFORMATION IN CONFIDENCE AND TO RETURN THE SAME TO THE COMPANY IF THE RECIPIENT DOES NOT PURCHASE THE UNITS OFFERED HEREUNDER. ANY SUCH INQUIRIES OR REQUESTS FOR ADDITIONAL INFORMATION OR DOCUMENTS SHOULD BE MADE IN WRITING TO THE COMPANY ADDRESSED TO AVIATION TRAINING PARTNERS INTERNATIONAL INC. AT 1000 NORTH WEST ST, STE 1501, WILMINGTON DELAWARE 19801 USA, ATTENTION SAMUEL W MILLER.

IMPORTANT FACTORS REGARDING FORWARD-LOOKING STATEMENTS

Certain of the statements set forth under the captions "Executive Summary," "The Company" and "Use of Proceeds" and set forth elsewhere in this Memorandum constitute "forward-looking statements." Forward-looking statements include, without limitation, any statement that may predict, forecast, indicate, or imply future results, performance or achievements, and may contain the words "estimate," "project," "intend," "forecast," "anticipate," "plan," "planning," "expect," "believe," "will," "will likely," "should," "could," "would," "may" or words or expressions of similar meaning. All such forward-looking statements involve risks and uncertainties, including, but not limited to, statements regarding the marketing, sales, research and development programs of 'ATPI', the effect of competition and proprietary rights of third parties, the availability of additional financing and access to capital with respect to ATPI, and the period of time for which the proceeds of the Offering will enable ATPI to fund its operations. Therefore, prospective investors are cautioned that there can be no assurance that the forward-looking statements included in this Memorandum will prove to be accurate. In light of the significant uncertainties inherent to the forward-looking statements included herein, the inclusion of such

PRIVATE PLACEMENT MEMORANDUM

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PRIVATE PLACEMENT MEMORANDUM

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PRIVATE PLACEMENT MEMORANDUM

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

NOTICE TO DISTRICT OF COLUMBIA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES BUREAU OF THE DISTRICT OF COLUMBIA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATIONS TO THE CONTRARY IS UNLAWFUL.

NOTICE TO FLORIDA RESIDENTS ONLY: THE MEMBERSHIPS DESCRIBED HEREIN HAVE NOT BEEN REGISTERED WITH THE FLORIDA DIVISION OF SECURITIES AND INVESTOR PROTECTION UNDER THE FLORIDA SECURITIES ACT. THE MEMBERSHIPS REFERRED TO HEREIN WILL BE SOLD TO, AND ACQUIRED BY THE HOLDER IN A TRANSACTION EXEMPT UNDER SECTION 517.061 OF SAID ACT. THE MEMBERSHIPS 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 IN 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

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SALES PURSUANT TO SECTION 517.061(11) IS HEREBY COMMUNICATED TO EACH FLORIDA OFFEREE. EACH PERSON ENTITLED TO EXERCISE THE PRIVILEGE TO AVOID SALES GRANTED BY SECTION 517,061(11)(A)(5) AND WHO WISHES TO EXERCISE SUCH RIGHT, MUST, WITHIN 3 DAYS AFTER THE TENDER OF ANY AMOUNT TO THE COMPANY OR TO ANY AGENT OF THE COMPANY (INCLUDING THE SELLING AGENT OR ANY OTHER DEALER ACTING ON BEHALF OF THE PARTNERSHIP OR ANY SALESMAN OF SUCH DEALER) OR AN ESCROW AGENT CAUSE A WRITTEN NOTICE OR TELEGRAM TO BE SENT TO THE COMPANY AT THE ADDRESS PROVIDED IN THIS CONFIDENTIAL EXECUTIVE SUMMARY. SUCH LETTER OR TELEGRAM MUST BE SENT AND, IF POSTMARKED, POSTMARKED ON OR PRIOR TO THE END OF THE AFOREMENTIONED THIRD DAY. IF A PERSON SENDING A LETTER, IT IS PRUDENT TO SEND SUCH A 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 ARE NOT OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE GEORGIA SECURITIES ACT PURSUANT TO SECTION 9(m) 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 HAWAII RESIDENTS ONLY: NEITHER THIS PROSPECTUS NOR THE SECURITIES DESCRIBED HEREIN HAVE BEEN APPROVED OR DISAPPROVED BY THE COMMISSIONER OF SECURITIES OF THE STATE OF HAWAII NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS.

NOTICE TO IDAHO RESIDENTS ONLY: THESE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE IDAHO SECURITIES ACT IN RELIANCE UPON EXEMPTION FROM REGISTRATION PURSUANT TO SECTION 30-1345(1) OR (8) THEREOF AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHICATED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SAID ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SAID ACT.

NOTICE TO ILLINOIS RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECRETARY OF STATE OF THE STATE OF ILLINOIS NOT HAS THE STATE OF ILLINOIS PASSED UPON THE ACCURACY OF ADEQUACY OF THE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO INDIANA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 23-2-1-2 ON THE INDIANA SECURITIES LAW AND HAVE NOT BEEN REGISTERED UNDER SECTION 23-2-1-3. THEY CANNOT THEREFORE BE RESOLD UNLESS THEY ARE REGISTERED UNDER SAID LAW OR UNLESS AN EXEMPTION FORM REGISTRATION IS AVAILABLE. A CLAIM OF EXEMPTION UNDER SAID LAW HAS BEEN FILED, AND IF SUCH EXEMPTION IS NOT DISALLOWED SALES OF THESE SECURITIES MAY BE MADE. HOWEVER, UNTIL SUCH EXEMPTION IS GRANTED, ANY OFFER MADE PURSUANT HERETO IS PRELIMINARY AND SUBJECT TO MATERIAL CHANGE.

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NOTICE TO IOWA RESIDENTS ONLY: IOWA RESIDENTS MUST MEET THE FOLLOWING STANDARDS: (1) YOU MUST HAVE A NET WORTH OF \$400,000 (EXCLUSIVE OF HOME, AUTOMOBILES, AND FURNISHINGS), IN CONJUNCTION WITH A MINIMUM PURCHASE, OR (2) YOU MUST HAVE A NET WORTH OF \$1,000,000 (EXCLUSIVE OF HOME, AUTOMOBILES AND FURNISHINGS), OR \$10,000 (EXCLUSIVE OF HOME, AUTOMOBILES AND FURNISHINGS), AND A 50% TAX BRACKET, IN CONJUNCTION WITH A MINIMUM PURCHASE, OR (3) YOU MUST BE AN “ACCREDITED INVESTOR” AS DEFINED IN SECTION 203.501(a)(4),(5),(6) OR (7) OF THE FEDERAL REGULATION D.

NOTICE TO KANSAS RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THESE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 81-5-6 OF THE KANSAS SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO KENTUCKY RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER RULE 808 OF THE KENTUCKY SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO LOUISIANA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER RULE 1 OF THE LOUISIANA SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO MAINE RESIDENTS ONLY: IF YOU ARE A MAINE RESIDENT AND YOU ACCEPT AN OFFER TO PURCHASE THESE SECURITIES PURSUANT TO THIS MEMORANDUM, YOU ARE HEREBY ADVISED THAT THESE SECURITIES ARE BEING SOLD PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE BANK SUPERINTENDENT OF THE STATE OF MAINE UNDER SECTION 874-A(3) OF TITLE 32 OF THE MAINE REVISED STATUTES OF 1964, AS AMENDED, WHICH EXEMPTION RELATES TO TRANSACTIONS BY AN ISSUER NOT INVOLVING ANY PUBLIC OFFERING WITHIN THE MEANING OF SECTION 4(2) OF THE SECURITIES ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS THEREUNDER, INCLUDING TRANSACTIONS EXEMPT FROM REGISTRATION UNDER RULE 504 AND 506 OF THE SECURITIES AND EXCHANGE COMMISSION OR ANY SUCCESSOR RULE ADOPTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY TRANSACTIONS WHICH CONSTITUTE NON-PUBLIC OFFERINGS UNDER RULES AND REGULATIONS ADOPTED BY THE BANK SUPERINTENDENT PURSUANT TO SECTION 106, 807 OR 873, SUBSECTION 6 OF SAID TITLE 32. THESE SECURITIES MAY BE DEEMED RESTRICTED SECURITIES AND AS SUCH THE HOLDER MAY NOT BE ABLE TO RESELL THE SECURITIES UNLESS PURSUANT TO REGISTRATION UNDER STATE OR FEDERAL SECURITIES LAWS OR UNLESS AN EXEMPTION UNDER SUCH LAWS EXISTS.

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

NOTICE TO MASSACHUSETTS RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE COMMONWEALTH OF MASSACHUSETTS NOT HAS THE SECRETARY OF THE COMMONWEALTH PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO MICHIGAN RESIDENTS ONLY: THESE SECURITIES ARE BEING OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE MICHIGAN SECURITIES ACT. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT. NO SALE OF THE SECURITIES WILL BE MADE TO RESIDENTS OF THE STATE OF MICHIGAN WHO ARE UNACCREDITED INVESTORS IF THE AMOUNT OF SUCH INVESTMENT IN THE SECURITIES WOULD EXCEED TEN PERCENT (10%) OF SUCH INVESTORS NET WORTH (EXCLUDING PRINCIPAL RESIDENCE, FURNISHINGS THEREIN AND PERSONAL AUTOMOBILE).

NOTICE TO MINNESOTA RESIDENTS: THESE SECURITIES BEING OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER CHAPTER 80A OF THE MINNESOTA SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF EXCEPT PURUSANT TO REGISTRATION, OR AN EXEMPTION THEREFROM.

NOTICE TO MISSISSIPPI RESIDENTS ONLY: THE MEMBERSHIPS ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE MISSISSIPPI SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE MISSISSIPPI SECRETARY OF STATE OR WITH THE SECURITIES AND EXCHANGE COMMISSION. NEITHER THE SECRETARY OF STATE NOR THE COMMISSION HAS PASSED UPON THE VALUE OF THESE SECURITIES, OR APPROVED OR DISAPPROVED THIS OFFERING. THE SECRETARY OF STATE DOES NOT RECOMMEND THE PURCHASE OF THESE OR ANY OTHER SECURITIES. EACH PURCHASER OF THE SECURITIES MUST MEET CERTAIN SUITABILITY STANDARDS AND MYST BE ABLE TO BEAR AN ENTIRE LOSS OF THIS INVESTMENT. THE SECURITIES MAY NOT BE TRANSFERRED FOR A PERIOD OF ONE (1) YEAR EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE MISSISSIPPI SECURITIES ACT.

NOTICE TO MISSOURI RESIDENTS ONLY: THE SECURITIES OFFERED HEREIN WILL BE SOLD TO AND ACQUIRED BY, THE PURCHASER IN A TRANSACTION EXEMPT UNDER SECTION 4G OF

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THE MISSOURI SECURITIES LAW OF 1953, AS AMENDED. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF MISSOURI UNLESS THE SECURITIES ARE SO REGISTERED, THEY MAY NOT BE OFFERED FOR SALE OR RESOLD IN THE STATE OF MISSOURI EXCEPT AS A SECURITY IN A TRANSACTION EXEMPT UNDER SAID ACT.

NOTICE TO MONTANA RESIDENTS ONLY: IN ADDITION TO THE INVESTOR SUITABILITY STANDARDS THAT ARE OTHERWISE APPLICABLE, ANY INVESTOR WHO IS A MONTANA RESIDENT MUST HAVE A NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) IN EXCESS OF FIVE (5) TIMES THE AGGREGATE AMOUNT INVESTED BY SUCH INVESTOR IN THE MEMBERSHIPS.

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

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

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

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NOTICE TO NEW JERSEY RESIDENTS ONLY: IF YOU ARE A NEW JERSEY RESIDENT AND YOU ACCEPT AN OFFER TO PURCHASE THESE SECURITIES PURSUANT TO THIS MEMORANDUM, YOU ARE HEREBY ADVISED THAT THIS MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO NEW MEXICO RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE NEW MEXICO DEPARTMENT OF BANKING NOR HAS THE SECURITIES DIVISION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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 A CRIMINAL OFFENSE.

THE COMPANY HAS TAKEN NO STEPS TO CREATE AN AFTER MARKET FOR THE MEMBERSHIPS OFFERED HEREIN AND HAS MADE NO ARRANGEMENTS WITH BROKERS OF OTHERS TO TRADE OR MAKE A MARKET IN THE MEMBERSHIPS.

NOTICE TO NORTH CAROLINA RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED ACCURACY OR DETERMINED ADEQUANCY OF THIS DOCUMENT. REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS. PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM, INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

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

NOTICE TO OHIO RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 107.03(2) OF THE OHIO SECURITIES LAW AND MAY NOT BE RE-OFFERED FOR SALE,

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TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

NOTICE TO OKLAHOMA RESIDENTS ONLY: THESE SECURITIES ARE OFFERED FOR SALE IN THE STATE OF OKLAHOMA IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION FOR PRIVATE OFFERINGS. ALTHOUGH A PRIOR FILING OF THIS MEMORANDUM AND THE INFORMATION HAS BEEN MADE WITH THE OKLAHOMA SECURITIES COMMISSION, SUCH FILING IS PERMISSIVE ONLY AND DOES NOT CONSTITUTE AN APPROVAL, RECOMMENDATION OR ENDORSEMENT, AND IN NO SENSE IS TO BE REPRESENTED AS AN INDICATION OF THE INVESTMENT MERIT OF SUCH SECURITIES. ANY SUCH REPRESENTATION IS UNLAWFUL.

NOTICE TO OREGON RESIDENTS ONLY: THE SECURITIES OFFERED HAVE BEEN REGISTERED WITH THE CORPORATION COMMISSION OF THE STATE OF OREGON UNDER PROVISIONS OF OAR 815 DIVISION 36. THE INVESTOR IS ADVISED THAT THE COMMISSIONER HAS MADE ONLY A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT SINCE THE DOCUMENT IS NOT REQUIRED TO BE FILED WITH THE COMMISSIONER.

THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE COMPANY CREATING THE SECURITIES, AND THE TERMS OF THE OFFERING INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

NOTICE TO PENNSYLVANIA RESIDENTS ONLY: EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY SECTION 203(d), DIRECTLY FROM THE ISSUER OR AFFILIATE OF THIS ISSUER, SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER, UNDERWRITER (IF ANY) OR ANY OTHER PERSON WITHIN TWO (2) BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO BINDING CONTRACT OF PURCHASE, WITHIN TWO (2) BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED. IF YOU HAVE ACCEPTED AN OFFER TO PURCHASE THESE SECURITIES MADE PURSUANT TO A PROSPECTUS WHICH CONTAINS A NOTICE EXPLAINING YOUR RIGHT TO WITHDRAW YOU ACCEPTANCE PURSUANT TO SECTION 207(m) OF THE PENNSYLVANIA SECURITIES ACT OF 1212 (70ps§ 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 MONIES 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 SENT IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO EVIDENCE THE TIME IT WAS MAILED. SHOULD YOU MAKE THIS REQUEST ORALLY, YOU SHOULD ASK WRITTEN CONFIRMATION THAT YOUR REQUEST HAS BEEN RECEIVED. NO SALE OF THE SECURITIES WILL BE MADE TO RESIDENTS OF THE STATE OF PENNSYLVANIA WHO ARE NON-ACCREDITED INVESTORS IF THE AMOUNT OF SUCH INVESTMENT IN THE SECURITIES WOULD EXCEED

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TWENTY PERCENT (20%) OF SUCH INVESTORS NET WORTH (EXCLUDING PRINCIPLE RESIDENCE, FURNISHINGS THEREIN AND PERSONAL AUTOMOBILES). EACH PENNSYLVANIA RESIDENT MUST AGREE NOT TO SELL THESE SECURITIES FOR A PERIOD OF TWELVE (12) MONTHS AFTER THE DATE OF PURCHASE, EXCEPT IN ACCORDANCE WITH WAIVERS ESTABLISHED BY RULE OR ORDER OF THE COMMISSION. THE SECURITIES HAVE NOT BEEN ISSUED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENT OF THE PENNSYLVANIA SECURITIES ACT OF 1212. 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 PUERTO RICO RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE OFFICE OF THE COMMISSIONER OF FINANCIAL INSTITUTIONS OF THE COMMONWEALTH OF PUERTO RICO NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

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

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

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

NOTICE TO TENNESSEE RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE COMMISSIONER OF INSURANCE OF TENNESSEE. SUCH REGISTRATION DOES NOT CONSTITUTE A RECOMMENDATION OR ENDORSEMENT OF ANY SECURITY NOR DOES THE COMMISSIONER PASS UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM.

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

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

NOTICE TO VIRGINIA RESIDENTS ONLY: IF AN INVESTOR ACCEPTS AN OFFER TO PURCHASE ANY OF THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION UNDER SECTION 13.1-514 OF THE VIRGINIA SECURITIES ACT AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFERRED, OR RESOLD EXCEPT IN COMPLIANCE WITH SUCH ACT AND APPLICABLE RULES PROMULGATED THEREUNDER.

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

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

PRIVATE PLACEMENT MEMORANDUM

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

NOTICE TO WYOMING RESIDENTS ONLY: ALL WYOMING RESIDENTS WHO SUBSCRIBE TO PURCHASE MEMBERSHIPS OFFERED BY THE COMPANY MUST SATISFY THE FOLLOWING MINIMUM FINANCIAL SUITABILITY REQUIREMENTS IN ORDER TO PURCHASE MEMBERSHIPS:

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

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



PRIVATE PLACEMENT MEMORANDUM



SUMMARY OF OFFERING

The following summary is qualified in its entirety by the detailed information appearing elsewhere in this Memorandum and by the contents of the other documents included herewith. While this Memorandum can provide you with some information relating to the subject headings set forth, the information provided is not necessarily a complete or exclusive discussion of that subject.

Prospective investors are urged to read this Memorandum in its entirety, including the Appendices and all Exhibits.

THE COMPANY: ‘Aviation Training Partners International Inc.’ “ATPI”, is a Chapter “C” Delaware Corporation with principal offices 1000 North West Street, STE 1501, Wilmington Delaware 19801 USA was formed August 1, 2018 and operates under the laws of the State of Delaware.

MARKET OPPORTUNITY AND STRATEGY: ATPI is a Corporation formed to facilitate the training of pilots at all levels of flight training, to manufacture, design and manage next generation aircraft and passenger air-taxi drones, by the creation of new aircraft and drones, flight training centers, acquisition of FAA Part 141 licenses and aircraft type certificates.

UNITS OFFERED: ATPI intends to offer a maximum of 100,000 offered Series A non-voting units (the “Maximum Offering”).

OFFERING PRICE: The Series “A” non-voting units are being offered at a per- unit price equal to \$2,500. (the “Offering Price”).

SERIES ‘A’ NON-VOTING UNITS: Each Series ‘A’ Non-voting unit with a face value of \$2,500 consists of one common stock unit entitled to participate in dividend and capital gains payments based upon the board of directors’ financial determination on an annual prorated basis.

SERIES ‘A’ COMMON UNITS: There are 1,000,000 common units authorized, Each Series ‘A’ Common unit are entitled to a prorated capital gains profit distribution of 25% of the net profits from all income sources. The profit distribution can only occur after all debentures have been called and repaid.

PROFIT DISTRIBUTION: Holders of Series ‘A’ Common units are entitled to a priority distribution of 25% profits on all capital gains from the sale of assets and other revenue sources until their original investment has been repaid.

Thereafter, Series ‘A’ Common Units will receive a prorated capital gains profit distribution determined by the board of directors on an annual basis of the net profits. All excess income not used by the Company will be held

PRIVATE PLACEMENT MEMORANDUM

in the reserve account to ensure its reasonable financial status under industry standards determined by the board of directors and the balance will be distributed with final distribution of profits.

OFFERING PERIOD: The offering period (the “Offering Period”) will expire of the date that ATPI completes the sale of 100,000 Offered Series ‘A’ Non-Voting Units in connection with the Offering; provided, that in the sole and absolute discretion of the board of directors and without notice to the Subscriber, the board of directors may terminate the Offering on any prior date (the earlier of such dates, the “Termination Date”).

CLOSING: Upon acceptance by ATPI of subscriptions for the amount subscribed for, ATPI shall have the right at any time thereafter, prior to the termination of the Offering, to affect an initial closing with respect to the Offering (the “Initial Closing”). Thereafter, ATPI shall continue to accept additional subscriptions for, and continue to have closings (together with the Initial Closing, each a “Closing”) with respect to subscriptions for Series ‘A’ Non-Voting Units from new or existing investors from time to time up to the Termination Date.

MINIMUM SUBSCRIPTION: The minimum subscription for ATPI is 1 Series ‘A’ Non-Voting Unit, subject to ATPI’s right to accept subscriptions in lesser amounts in its sole discretion.

UNITS OUTSTANDING: As of the date hereof, ATPI has a total 100,000 to be authorized Series ‘A’ Non-voting Units of which 0 Series ‘A’ Non-voting Units are outstanding. There are 100,000 Series ‘A’ Non-voting Units available for issuance to new investors.

RISK FACTORS: An investment in the Series ‘A’ Non-voting Units involves risks due, in part, to the highly speculative nature of investing. Such risks include, without limitation, a relatively limited operating history for ATPI, market uncertainty, dependence on key personnel, limited transferability of the Series ‘A’ Non-voting units of ATPI. The “RISK FACTORS” section of this Memorandum outlines certain of the risks that should be considered by prospective investors.

SAFE KEEPING OF PROCEEDS: All funds will be deposited and held for the escrow period defined by the laws of the state of the investor at which time either the funds will be refunded under a Notice of Withdrawal if properly filed by the investor or the funds will become available for ATPI use.

USE OF PROCEEDS: ATPI plans to use the proceeds of this Offering to further and execute its objectives at their sole discretion as detailed in this Memorandum.

HOLDERS AGREEMENT: Any investor purchasing Series ‘A’ Non-voting Units in connection with this Offering shall be required to execute ATPI’s operating agreement, as it may be amended from time to time (the “Operating Agreement”).

SUITABILITY STANDARDS: The Series ‘A’ Non-voting Units will be offered and sold to accredited investors, as that term is defined in Regulation D, adopted pursuant to Section 4(2) of the Securities Act. An investment in the Series ‘A’ Non-voting Units is suitable only for investors who have adequate means of providing for current needs and personal contingencies, can bear the economic risk of the investment, and have no need for liquidity in their investment. Investors will be required to make representations to such effect to ATPI as a condition of acceptance of their subscriptions. ATPI, in its sole discretion, may reject any subscription in whole or in part.

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NO OFFERING FEES: In connection with this Offering, ATPi does not expect to use the services of any outside placement agents or pay a placement agent fee or other compensation for such services, but may do so at its sole discretion.

HOW TO SUBSCRIBE: Investments in connection with this Offering shall be made pursuant to a definitive subscription agreement (the “Subscription Agreement”), and other necessary documents reasonably acceptable to ATPi and the investors, including the Operating Agreement (collectively the “Offering Documents”). The Subscription Agreement will contain, among other things, such representations, warranties, and covenants as are customary in transactions of this kind, including, without limitation, representations regarding organizational matters, authorization, purchase for investment and not for resale or distribution, and investor sophistication and investment experience. See “Subscription Procedures & Wire Instructions.”



PRIVATE PLACEMENT MEMORANDUM



THE COMPANY

Aviation Training Partner's International Inc. is a Delaware Chapter "C" Corporation with its registered agent located at 1000 North West Street, STE 1501, Wilmington Delaware 19801 USA, escrow, financial management and legal services located at 712 Country Club Drive, Hampstead North Carolina 28443, and numerous manufacturing, support and training facilities with new plant development as part of its portfolio brought together under this filing. *See business plan attached...*

ATPI has identified and acquired several type certificated aircraft to be placed back into production with modernized production techniques specifically for the aircraft training and personal aircraft markets. Such as the Tiger and Cougar Aircraft series designs, and modernized versions in development with Design, Analysis, and Research Corporation ("DAR") the leading research development company responsible for most if not all of the new aircraft designs in production today. The principals of ATPI have had an extensive background in this specific arena for the past 40 years, including introduction of new technologies to the markets, ATPI plans on the introduction of passenger air-taxi's both monitored and drone in addition to its goals within the training and manufacturing of new aircraft series. While address the need for new pilot programs, type and currency certificates on existing aircraft.

RISK FACTORS

An investment in the UNITS offered hereby is speculative in nature, involves a high degree of risk, and should not be made by an investor who cannot bear the economic risk of its investment for an indefinite period of time and who cannot afford the loss of its entire investment. Each prospective investor should consider carefully the following risk factors associated with the Offering, as well as other information contained elsewhere in the Memorandum before making an investment.

RISKS RELATED TO OUR BUSINESS

- We have little operating history under the new formation and there can be no assurance that we will be profitable

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ATPI has started operations with personal funds from its formation officers and will acquire its base of operations on closing. Accordingly, ATPI has limited operating history under this new formation. Potential investors should evaluate us in light of the expenses, delays, uncertainties, and complications typically encountered by early-stage businesses and corporate mergers, many of which will be beyond our control. These risks include (i) lack of sufficient capital, (ii) unanticipated problems, delays, and expenses related to product development and implementation, (iii) lack of intellectual property, (iv) licensing and marketing difficulties, (v) competition, (vi) technological changes, (vii) lack of external sources of financing, and (ix) uncertain market acceptance of our products and services.

- There exists an inherent uncertainty regarding market potential and market

The Companies success will depend on economic fluctuations that will fuel sales and revenue within the general aviation market.

- Our operations expose us to numerous and sometimes conflicting legal and regulatory requirements, and violation of these requirements could harm our business.

ATPI has as a result of its mergers in-house legal counsel and will continue to retain the services of attorneys that specialize in the appropriate areas to ensure compliance with all state, federal and international laws.

- The Company may require additional financing in addition to this Offering which may not be available.

ATPI's future success may depend on our ability to raise additional funds and financing. While no commitments to provide additional funds have been made by management. Our ability to arrange external financing in the future will depend in part upon the prevailing capital market conditions, as well as our business performance. There can be no assurance that we will be successful in our efforts to arrange additional financing on satisfactory terms.

If additional financing is raised there can be a dilution of the common stock units and holders may suffer additional dilution as a result. If adequate funds are not available, or are not available on acceptable terms, we may not be able to take advantage of opportunities, or otherwise respond to competitive pressures and remain in business.

RISKS RELATED TO THIS OFFERING

- There are restrictions on transfer and no market for the Series 'A' Non-voting Units; therefore, you may not be able to sell when you want to.

At this time, ATPI plans to remain privately held, therefore, no public market for the Series 'A' Non-voting Units currently exists or will result from this Offering. In addition, the Series 'A' Non-voting Units are being offered pursuant to exemptions from registration under federal and state securities laws and therefore will be subject to substantial restrictions on transfer, although a form 'D' filing is planned with the Securities and Exchange Commission under the Securities Act of 1933, as amended. Accordingly, Series 'A' Non-voting Units may be transferred only under appropriate exemptions and only if the transferee complies with appropriate exemptions from the registration requirements of federal and any relevant state securities laws. Consequently, holders of Series 'A' Non-voting Units may not be able to liquidate their investment in the event

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of an emergency or for any other reason, and Series 'A' Non-voting Units may not be readily accepted as collateral for a loan. The purchase of Series 'A' Non-voting Units, therefore, should be considered only as a long-term investment.

DESCRIPTION OF UNITS:

Series 'A' Non-voting Units

The holders of Series 'A' Non-voting Units and the Series 'A' Common Units are not entitled to vote. Upon liquidation, dissolution, or winding up of our company, the holders of Common Series 'A' Non-voting Units will be entitled to priority distribution in all our assets that are legally available for distribution, after payment of all debts and other liabilities and the liquidation preference of, and payment of any accrued distributions on, any outstanding Common Units.

APPROVAL RIGHTS AND RIGHT OF FIRST REFUSAL

Holder of Series 'A' Non-voting Units shall not be permitted to transfer such Series 'A' Non-voting Units to any party who is not a Series 'A' Non-voting Unit holder of the Company without first obtaining the prior consent of the Company. In the event such consent is granted, existing holders of Series 'A' Non-voting Units shall be entitled to a right of first refusal with respect to such transfer of Series 'A' Non-voting Units.

COMMON UNITS

The Company is the sole holder of the outstanding common units. The common units are entitled to receive capital gains on a prorated basis as determined by the Company.



PRIVATE PLACEMENT MEMORANDUM

TERMS OF THE OFFERING

Subject to the terms and conditions set forth in this Memorandum, there are being offered 100,000 Offered Series 'A' Non-voting Units at a price of \$2,500 per unit.

USE OF PROCEEDS

ATPI plans to use the proceeds of this Offering to further and execute its objectives at their sole discretion as detailed in this Memorandum.

FEES/COMPENSATION

The corporate officers of ATPI receive a salary and other compensation as part of their responsibilities, but do not receive any salary for their handling of this Offering.

SERIES 'A' Non-Voting UNITS HOLDERS AGREEMENT

Any investor purchasing Series 'A' Non-Voting Units in connection with this Offering shall be required to execute ATPI's Operating Agreement as it may be amended from time to time.

PLAN OF DISTRIBUTION

In connection with this Offering, ATPI may use the services of one or more outside placement agents and may pay a placement agent fee or other compensation for such services. Purchasers of the Series 'A' Non-voting Units will be required to execute and deliver to ATPI a Subscription Agreement if the form attached as Appendix A. We reserve the right to reject any subscription in whole or in part and to allocate to any potential subscriber a number of Series 'A' Non-voting Units less than the amount subscribed for by such potential subscriber, for any or no reason and without notice. We expect to conduct a Closing as soon as we deem it appropriate and to conduct additional Closing thereafter. The Offering Price of the Series 'A' Non-voting Units has been arbitrarily determined by ATPI based upon its projections and does not necessarily bear any relationship to ATPI's asset value, net worth, revenues or other established criteria of value, and should not be considered indicative of the actual value of the Series 'A' Non-voting Units.

RESTRICTION ON TRANSFER OF UNITS

No market exists for the trading of any of our units. Our units have not been registered under the Securities Exchange Act of 1933, as amended (the "Exchange Act"). Further, the Series 'A' Non-voting Units have not been registered under the Securities Act, and will be "restricted securities" under the Securities Act. Accordingly, the Series 'A' Non-voting Units may not be resold prior to registration under the Securities Act and applicable state securities laws. Series 'A' Non-Voting Units certificates for the Series 'A' Non-voting Units are Warrants (and for Warrants upon conversion or exercise, respectively) will contain a legend in substantially the following form:

THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES OR "BLUE SKY" LAWS OF ANY STATE OF THE UNITED STATE. THE UNITS MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE

PRIVATE PLACEMENT MEMORANDUM

OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE UNITS UNDER APPLICABLE SECURITIES LAWS, OR UNLESS OFFERED, SOLD OR TRANSFERRED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THOSE LAWS.

IN ADDITION, TRANSFERS, VOTING AND OTHER MATTERS IN RESPECT TO THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPERATING AGREEMENT DATED AS OF AUGUST 2018 AMONG THE COMPANY AND CERTAIN SERIES 'A' NON-VOTING UNITS HOLDERS NAMES THEREIN, A COPY OF WHICH AGREEMENT IS ON FILE AT THE PRINCIPLE OFFICE OF THE COMPANY AND MAY BE OBTAINED WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY.

SUBSCRIPTION PROCEDURES & WIRE INSTRUCTIONS

In order to subscribe for the Series 'A' Non-voting Units, prospective investors must complete, execute and deliver the following, as applicable, to ATPI:

- (a) A fully completed Subscription Agreement (including completion of the Accredited Investor Certification attached thereto) and Signature Page evidencing such prospective investor's execution of the Subscription Agreement and the number of Series 'A' Non-voting Units for which subscription is being made.
- (b) A signed copy of the Signature Page of the Operating Agreement evidencing such prospective investor's execution of the Series 'A' Non-Voting Units holder's agreement; and
- (c) A personal or business check or money order made payable to the designated agent if the amount is under \$10,000 USD, if the amount is over \$10,000 USD, then a wire transfer is requested to:

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AVAILABLE INFORMATION

Any documents or information concerning ATPI which a prospective purchaser reasonably requests to inspect or have disclosed to IT/HIM/HER will be made available or disclosed, subject in appropriate circumstances to receipt by us of reasonable assurances that such documents or information will be maintained in confidence.

If you require additional information or have any questions please contact ATPI

Attention: Chuck Vaughn

Tel: 904-714-5724

Email: chuck@aviationTPI.com





SUBSCRIPTION AGREEMENT

Aviation Training Partners International, Inc.

A Chapter "C" Florida Corporation

SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT, between Aviation Training Partner's International Inc. a Florida Chapter "C" Corporation ("ATPI"), and the subscriber listed on the signature page hereof (the "Subscriber"), made as of the date set forth by ATPI opposite its signature on the signature page hereof.

WITNESSETH:

WHEREAS, ATPI is conducting a private placement (the "Private Placement") pursuant to which it is offering up to an aggregate of 100,000 Series 'A' Non-voting Units of ATPI; and

WHEREAS, the Subscriber desires to purchase from ATPI in the Private Placement the number of Series 'A' Non-voting Units set forth on the signature page hereof, subject to the provisions described herein (the "Series 'A' Non-voting Units") on the terms and conditions hereinafter set forth; and

WHEREAS, This Subscription Agreement is one of a limited number of such subscriptions for Series 'A' Non-voting Units offered by ATPI to a limited number of suitable investors pursuant to Rule 506 of Regulation D and Section 4(2) and/or Section 4(6) of the Securities Act of 1933, as amended (the "Securities Act"). Execution of this Subscription Agreement by the Subscriber shall constitute an offer by the Subscriber to purchase on the terms and conditions specified herein and in ATPI's Confidential Private Placement Memorandum dated August 2018 (the "PPM"). ATPI reserves the right to reject such subscription offer or, by executing a copy of this Subscription Agreement, to accept such offer. If the Subscriber's offer is accepted, ATPI will execute this Subscription Agreement and issue the Series 'A' Non-voting Unit in accordance with the terms provided in the PPM. If the Subscriber's offer is rejected, the payment accompanying this Subscription Agreement will be returned to the Subscriber, with no interest thereon, with the notice of rejection.

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

1. Issuance, Sale and Delivery of the Series 'A' Non-voting Units.
 - (a) Subject to the terms and conditions set forth herein and execution of this Agreement and the counterpart signature page to the Stockholders Agreement (as defined below) attached to the PPM to which this Subscription Agreement is attached, on the Closing Date (as defined below) ATPI shall issue, sell and deliver to Subscriber, and Subscriber shall purchase from ATPI, the Series 'A' Non-voting Units for a purchase price of \$2,500 per unit (the aggregate purchase price to be paid by the Subscriber for the Series 'A' Non-voting Unit is referred to as the "Purchase Price").
 - (b) On the Closing Date, against delivery by the Subscriber of (i) the Purchase Price by wire transfer, check, money order or as otherwise directed by ATPI, of immediately payable funds and (ii) a counterpart signature page to the Stockholders Agreement

executed by the Subscriber, Subscriber shall be registered in the book of ATPI as the owner of Series 'A' Non-voting Units being purchased by Subscriber hereunder, which such Series 'A' Non-voting Units may be evidenced by more than one certificate in the name of the Subscriber.

2. Closing Date.

In the event ATPI accepts this subscription by execution of this Agreement, the closing of the sale and purchase of the Series 'A' Non-voting Units shall take place at the offices of ATPI as such place, date and time as may be determined by ATPI (such date and time of the closing being herein called the "Closing Date"). ATPI, IN ITS SOLE DISCRETION, MAY REJECT ANY SUBSCRIPTIONS IN WHOLE OR IN PART. The Subscriber acknowledges that this subscription shall be deemed to be accepted by ATPI only when this Agreement is countersigned by an authorized officer of ATPI. The Subscriber further acknowledges and agrees that subscriptions need not be accepted in the order they are received, that ATPI shall not be obligated to sell all or any of the Number of Series 'A' Non-voting Units proposed to be sold in the Private Placement, that ATPI shall not be required to sell any minimum number of Series 'A' Non-voting Units at any closing and the ATPI may hold one or more closings for such number of Series 'A' Non-voting Units as it shall determine in its sole discretion.

3. Representations and Warranties of ATPI represents and warrants to Subscriber as follows:

- (a) Organization: ATPI is a Chapter "C" Corporation. duly formed, validly existing and in good standing under the laws of the State of Delaware. ATPI has, or on or prior the Closing Date will have, the authority to own and hold its properties, to carry on its business as currently conducted, to execute, deliver and perform this Agreement and to issue and deliver Series 'A' Non-voting Units.
- (b) Authorization of Agreements: This Agreement has, or on or prior to Closing Date will have been duly executed and delivered by ATPI and constitutes the valid and binding obligation of ATPI enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws affecting creditor's rights generally or by general equitable principles, and except insofar as the enforceability of any provision hereof would be restricted or void by reason of public policy.
- (c) No Conflicts: ATPI's execution and delivery of this Agreement and ATPI's consummation of the transaction contemplated hereby will not (i) violate, conflict with or result in an event of default under any material agreement or contract to which ATPI is a party or by which it is bound, (ii) violate any applicable law, ordinance, rule or regulation of any government body having jurisdiction over ATPI or its business or any

order, judgment, decree applicable to ATPI, or (iii) violate any provision of its bylaws, each as may be in effect as of the Closing Date.

4. Representations and Warranties of the Subscriber

Subscriber represents and warrants to ATPI with respect to itself as follows:

- (a) Organization, Power and Authority: Subscriber, if not a natural person, is duly incorporated or organized validly and in good standing in its jurisdiction of in a Limited Liability Company or corporation. Subscriber has full power and authority to enter into, deliver and perform this Agreement and the Operating Agreement (together, the “Transaction Documents”) and has taken all action required to authorize the execution and delivery hereof and to consummate the transactions contemplated hereby, including the purchase of the Series ‘A’ Non-voting Units, and, if Subscriber is not a natural person, the person signing this Agreement on behalf of Subscriber has been duly authorized to act on behalf of and to bind such party.
- (b) Authorization of Agreements. The Transaction Documents have been duly executed and delivered by the Subscriber and constitute the valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms, except as may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization or similar laws affecting creditor’s rights generally or by general equitable principles, and except insofar as the enforceability of any provision hereof would be restricted or void by reason of public policy.
- (c) No Conflicts. The execution and delivery of the Transaction Documents and the consummation of the transactions contemplated hereby will not (i) violate, conflict with or result in an event of default under any material agreement or contract to which the Subscriber is a party or by the Subscriber is bound, (ii) violate any applicable law, ordinance, rule or regulation of any government body having jurisdiction over such party or its business or any order, judgment or decree applicable to the Subscriber, (iii) require the Subscriber to obtain the consent of any government agency or entity or any other third party, other than such consents as have already been obtained, or (iv) if not a natural person, violate any provision of the Subscribers certificate of in Limited Liability Company or organizational instrument or document, as applicable, and by-laws, partnership agreement or operating agreement, as applicable.
- (d) Investment Representation. Subscriber represents and warrants to ATPI that (i) it has completed the “Accredited Investor Certification” attached to this Agreement, (ii) it is an “accredited investor” as such terms is defined in Rule 501 of Regulation D (“Regulation D”) promulgated under the Securities Act of 1933, as amended (the “Securities Act”), and (iii) it is acquiring the Series ‘A’ Non-voting Units for its own

accord for the purpose of investment and not with a view to or for sale in connection with any distribution thereof. Subscriber further represents that Subscriber has knowledge and experience in business and financial matters and prior investment experience, including investment in securities that are non-listed, unregistered and/or not traded on a national securities exchange nor on the NASDAQ Stock Market and that Subscriber understands that (i) the Series 'A' Non-voting Units have not been registered under the Securities Act, by reason of their issuance in a transaction exempt from the registration requirements of the Securities Act pursuant to Section 4(2) thereof or pursuant to Regulation D promulgated there under, (ii) the Series 'A' Non-voting Units must be held indefinitely under a subsequent disposition thereof is registered under the Securities Act or is exempt from such registration., (iii) the Series 'A' Non-voting Units will bear a legend to such effect, and (iv) ATPI will make a notation on its transfer books to such effect. Subscriber has delivered the completed "Accredited Investor Certification" to ATPI along with any subscription made hereunder.

- (e) **No Public Market.** At some future time, ATPI may Incorporate and convert all its Series 'A' Non-voting Units into an equivalent number of shares. Subscriber understands that there is no public market for either the Series 'A' Non-voting Units or shares and that no market may develop. The subscriber understands that even if a public market develops for the Series 'A' Non-voting Units, Rule 144 promulgated under the Securities Act requires for non-affiliates, among other conditions, a one-year holding period prior to the resale (in limited amounts) of securities acquired in a non-public offering without having to satisfy the registration requirements under the Securities Act. The Subscriber understands and acknowledges that at such time, if ever, as the Series 'A' Non-voting Units are registered, sales of such securities will be subject to state securities laws, including those of the state in which the Subscriber resides, which may require any securities sold in such state to be sold through a registered broker-dealer or in reliance upon an exemption from registration.
- (f) **Access to Information.** The Subscriber represents that the Subscriber has been furnished by ATPI during the course of this transaction with the PPM and all information regarding ATPI which the Subscriber has requested or desired to know, has been afforded the opportunity to ask questions of and receive answers from duly authorized officers of ATPI concerning the terms and conditions of the Private Placement and has received any additional information which the Subscriber has requested. The Subscriber has relied solely upon the information provided by ATPI in this Agreement in making the decision to invest in Series 'A' Non-voting Units. The Subscriber disclaims reliance on any other statements made or information provided by any person or entity in the course of the Subscriber's consideration of the purchase of the Series 'A' Non-voting Units.
- (g) **Risk.** SUBSCRIBER UNDERSTANDS THAT THIS INVESTMENT IN THIS COMPANY IS ILLIQUID AND INVOLVES A HIGH DEGREE OF SPECULATIVE

RISK. The Subscriber recognizes that the purchase of the Series 'A' Non-voting Units involves a high degree of risk in that, among other things, (i) ATPI is a early stage business with a limited operating history and may require funding in addition to the proceeds of the Private Placement, which may be done through additional equity issuances which may cause additional dilution, (ii) an investment in ATPI is highly speculative, and only an investor who can afford the loss of the Subscriber's entire investment should consider investing in ATPI and the Series 'A' Non-voting Units, (iii) the Subscriber may not be able to liquidate the Subscriber's investment, and (iv) in the event of a disposition, the Subscriber could sustain the loss of the entire investment.

- (h) No Commissions or NASD Affiliation. Subscriber has not paid or received any commission or other remuneration in connection with the Private Placement. The Subscriber is not associated with a member firm of the National Association of Securities Dealers, Inc.
- (i) No Brokers or General Solicitation. Neither the Subscriber, nor any of its officers, directors, employees, agents, stockholders or partners, if any, has either directly or indirectly, including through a broker or finder (i) engaged in any general solicitation, or (ii) published any advertisement in connection with the offer and sale of the Series 'A' Non-voting Units. The Subscriber represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction and agrees to indemnify and to hold harmless ATPI from any liability for any commission or compensation in the nature of a finder's fee or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Subscriber or any of its officers, directors, employees, agents, stockholders or partners, if any, is responsible.
- (j) Address. The Subscriber represents that the address of the Subscriber furnished on the signature page hereof is (i) the Subscriber's principle business address if the Subscriber is not a natural person or (ii) the Subscriber's principle residence if the Subscriber is a natural person.
- (k) Foreign Subscribers. If the Subscriber is not a United States person (as defined by Section (1) 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Series 'A' Non-voting Units or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Series 'A' Non-voting Units, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Series 'A' Non-voting Units. The Subscriber's subscription and

payment for and continued beneficial ownership of the Series 'A' Non-voting Units will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

- (l) Stockholders Agreement. The Subscriber acknowledges and agrees that (i) the Series 'A' Non-Voting Units are subject to substantial restrictions on transfer and voting pursuant to the Stockholders Agreement, (ii) the Series 'A' Non-Voting Units will bear a legend to such effect, and (iii) ATPI will make a notation on its books to such effect.

5. Miscellaneous

- (a) Expenses. Each party hereto will pay its own expenses in connection with the transaction contemplated by the Agreement, whether or not such transactions shall be consummated.
- (b) Survival of Agreements. All covenants, agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement and the issuance, sale and delivery of the Series 'A' Non-Voting Units pursuant hereto.
- (c) Parties in Interest. All covenants and agreements contained in the Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto whether so expressed or not, except for transferees in a Public Sale. For the purposes of this Agreement, "Public Sale" means any sale of Series 'A' Non-Voting Units to the public pursuant to an offering registered under the Securities Act or to the public pursuant to the provisions of Rule 144 (or any successor or similar rule) adopted by the Securities Act.
- (d) Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given, delivered and received upon the earlier of actual receipt or: (a) personal delivery to the party to be notified; (b) when sent; if sent by facsimile during the normal business hours of the recipient and if not sent during the normal business hours; then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next day or next business day delivery, with written verification of receipt. All communications shall be sent to, if to the Subscriber, such Subscriber's address as set forth on the signature page hereto, or if to ATPI, to the principle office of ATPI and to the attention of the CFO, or to such facsimile number or address as subsequently modified by written notice given in accordance with this Section 5(d), with an email copy to chuck@aviationTPI.com.
- (e) Entire Agreement; Modifications. This Agreement, together with the Stockholders Agreement, constitutes the entire agreement of the parties with respect to the subject

matter hereof and may not be amended or modified nor any provision waived except in a writing signed by ATPI and Subscriber.

- (f) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- (g) Governing Law. This Agreement, the performance of this Agreement and any and all matters arising directly or indirectly here from and therefrom, including the legal relations among the parties, shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, with regard to its conflict of law rules. The parties hereto hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the State of Delaware, and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the state courts for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in a State court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the state court has been brought in an improper or inconvenient forum.

THE SERIES 'A' NON-VOTING UNITS BEING SOLD HEREUNDER HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE SERIES 'A' NON-VOTING UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SERIES 'A' NON-VOTING UNITS ARE SUBJECT TO RESTRICTION ON TRANSFERRABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. SUBSCRIBER SHOULD BE AWARE THAT IT WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

SUBSCRIBER SHOULD CONSULT ITS OWN LEGAL COUNSEL, ACCOUNTANT AND BUSINESS AND FINANCIAL ADVISERS AS TO ALL LEGAL, TAX AND RELATED MATTERS CONCERNING ANY INVESTMENT IN AVIATION TRAINING PARTNERS'S INTERNATIONAL INC.

IN WITNESS HEREOF, Aviation Training Partner's International Inc. and the Subscriber have executed this Agreement.

Aviation Training Partner's International Inc.

Dated: _____ By: _____

Chuck Vaughn – CMO or other
Corporate Officer:

SUBSCRIBER:

Dated: _____ By: _____

Name:

Title:

Address:

Facsimile No:

Soc.Sec.# or FEIN

Number of Series "A" Non-Voting Units

Total Purchase Price

Accredited Investor Certification

Initial the appropriate item(s)

The Subscriber further represents and warrants as indicated below by the Subscriber's initials:

A. Individual: (Please initial one or more of the following statements)

1. _____ I certify that I am an accredited investor because I have had individual income (exclusive of any income earned by my spouse) of more than \$200,000 in each of the most recent two years and I reasonably expect to have an individual income in excess of \$200,000 for the current year.
2. _____ I certify that I am an accredited investor because I have had joint income with my spouse in excess of \$300,000 in each of the most recent two years and reasonably expect to have joint income with my spouse in excess of \$300,000 for the current year.
3. _____ I certify that I am an accredited investor because I have an individual net worth, or my spouse and I have a joint net worth, in excess of \$1,000,000.
4. _____ I am a director or executive officer of

B. Partnerships, Limited Liability Company's, trusts or other entities: (Please initial one of the following statements). The Subscriber hereby certifies that it is an accredited investor because it is:

1. _____ an employee benefit plan whose total assets exceed \$5,000,000;
2. _____ an employee benefit plan whose investments decisions are made by a plan fiduciary which is either a bank, savings and loan association or an insurance company (as defined in Section 2(13) of the Securities Act) or an investment adviser registered as such under the Investment Advisers Act of 1940;
3. _____ a self-directed employee benefit plan, including an Individual Retirement Account; with investment decisions made solely by persons that are accredited investors;
4. _____ an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, not formed for the specific purpose of acquiring the Series 'A' Non-Voting Units, with total assets in excess of \$5,000,000;
5. _____ a Limited Liability Company, partnership or Massachusetts or similar business trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Series 'A' Non-Voting Units and whose purchase is directed by a sophisticated person described in Rule 506(b)(2)(ii) of Regulation D and who such knowledge and experience in financial and business matters that he is capable of evaluating the risks and merits of an investment in the Series 'A' Non-Voting Units;
6. _____ a trust, not formed for the specific purpose of acquiring the Series 'A' Non-Voting Units, with total assets exceed \$5,000,000, whose purchase is directed by a person who has such knowledge and experience in financial and business matter that he is capable of evaluating the merits and risks of an investment in the Series 'A' Non-Voting Units; or
7. _____ an entity (including a revocable grantor trust but other than a conventional trust) in which each of the equity owners qualifies as an accredited investor.

If you do not meet any of the condition listed above – Please initial here: _____