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CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

WEAVER CREEK RANCH LLC

(a Delaware limited liability company)

\$2,300,049

LIMITED LIABILITY COMPANY INTERESTS



Weaver Creek Ranch LLC

c/o Agisle LLC

PO Box 237

Gardner CO 81040

(828) 855-6192

July 31, 2025

Weaver Creek Ranch LLC

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

INTRODUCTION

Weaver Creek Ranch LLC, a Delaware limited liability company, which we refer to as the “Company,” was formed to acquire, operate, and ultimately sell the ranch consisting of approximately 370 acres in Bowie County in Northeast Texas, near Simms, Texas, known as the Weaver Creek Ranch (the “Ranch”).

The Company is offering for sale to accredited investors up to \$ 2,300,049 of limited liability company interests denominated as “Class A Shares.” We refer to the offering of Class A Shares as the “Offering” and to investors who buy Class A Shares as “Investors”.

This Confidential Private Placement Memorandum is intended to provide you with important information about the Company, the Ranch, and the Class A Shares. You should read all of the sections carefully. If you have questions or need more information, please contact Andy Cunagin at 828-855-6192 or andy@agisle.land.

Capitalized terms are defined in “DEFINITIONS.”

**THE PURCHASE OF CLASS A SHARES INVOLVE A HIGH DEGREE OF RISK AND ARE SUITABLE ONLY FOR
INVESTORS WHO CAN AFFORD TO LOSE SOME OR ALL OF THEIR INVESTMENT.
PLEASE REVIEW “RISKS OF INVESTING.”**

LEGAL LEGENDS

General Legends

THIS OFFERING HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION (“SEC”). WE BELIEVE WE ARE EXEMPT FROM REGISTRATION UNDER SECTION 4(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), 17 CFR §230.506(c), AND POSSIBLY BY OTHER EXEMPTIONS AS WELL.

THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE BENEFIT OF QUALIFIED INVESTORS INTERESTED IN THE OFFERING. IT CONTAINS CONFIDENTIAL INFORMATION AND MAY NOT BE DISCLOSED TO ANYONE OTHER THAN PERSONS SUCH AS ACCOUNTANTS, FINANCIAL PLANNERS OR ATTORNEYS RETAINED BY THE QUALIFIED INVESTOR FOR THE PURPOSE OF RENDERING PROFESSIONAL ADVICE RELATED TO THE PURCHASE OF THE CLASS A SHARES, AND MAY NOT BE REPRODUCED, DIVULGED OR USED FOR ANY OTHER PURPOSE UNLESS WRITTEN PERMISSION IS OBTAINED FROM THE COMPANY.

THE SALE OR OTHER TRANSFER OF CLASS A SHARES IS RESTRICTED BY CONTRACT. IN ADDITION, UNDER THE ACT, CLASS A SHARES MAY NOT BE RESOLD OR OTHERWISE DISPOSED OF UNLESS EITHER A REGISTRATION STATEMENT FOR THE CLASS A SHARES IS THEN IN EFFECT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE IN THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM AND THOSE AT THE SITE; ANY OTHER INFORMATION OR REPRESENTATIONS SHOULD NOT BE RELIED UPON. ANY PROSPECTIVE PURCHASER OF CLASS A SHARES WHO RECEIVES INFORMATION OR REPRESENTATIONS FROM ANY OTHER SOURCE ABOUT THE COMPANY, THE CLASS A SHARES, OR ANY OTHER MATTER RELEVANT TO THE PURCHASER’S INVESTMENT DECISION, SHOULD CONTACT THE COMPANY IMMEDIATELY TO DETERMINE THE ACCURACY OF SUCH INFORMATION.

PROSPECTIVE PURCHASERS SHOULD NOT REGARD THE INFORMATION PROVIDED BY THE COMPANY AS A SUBSTITUTE FOR CAREFUL AND INDEPENDENT TAX AND FINANCIAL PLANNING. YOU ARE ENCOURAGED TO CONSULT WITH YOUR OWN INDEPENDENT LEGAL COUNSEL, ACCOUNTANT AND OTHER PROFESSIONALS WITH RESPECT TO THE LEGAL AND TAX ASPECTS OF THIS INVESTMENT, WITH SPECIFIC REFERENCE TO YOUR OWN TAX AND FINANCIAL SITUATION, BEFORE SUBSCRIBING.

THE COMPANY RESERVES THE RIGHT TO REJECT ANY SUBSCRIPTIONS IN WHOLE OR IN PART FOR ANY REASON OR FOR NO REASON.

THE COMPANY WILL MAKE AVAILABLE TO ANY PROSPECTIVE PURCHASER THE OPPORTUNITY TO ASK QUESTIONS AND RECEIVE ANSWERS CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING, THE COMPANY, THE CLASS A SHARES, OR ANY OTHER RELEVANT MATTERS, AND TO OBTAIN ANY ADDITIONAL INFORMATION THAT IS NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE.

NASAA Uniform Legend

YOU SHOULD MAKE YOUR OWN DECISION WHETHER THIS OFFERING MEETS YOUR INVESTMENT OBJECTIVES AND RISK TOLERANCE LEVEL. NO FEDERAL OR STATE SECURITIES COMMISSION HAS APPROVED, DISAPPROVED, ENDORSED, OR RECOMMENDED THIS OFFERING. NO INDEPENDENT PERSON HAS CONFIRMED THE ACCURACY OR TRUTHFULNESS OF THIS DISCLOSURE, NOR WHETHER IT IS COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS ILLEGAL.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. YOU SHOULD BE AWARE THAT YOU WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

Financial Projections

We will probably provide prospective Investors with financial projections, based on current information and our current assumptions about future events. Inevitably, some of our assumptions will prove to have been incorrect, and unanticipated events and circumstances may occur. The actual financial results for the Company will be affected by many factors, most of which are outside of our control, including but not limited to changes in interest rates, changes in general economic conditions, and international events. Therefore, there are likely to be differences between projected results and actual results, and the differences could be material (significant), for better or for worse.

Forward-Looking Statements

The term “forward-looking statements” means any statements, including financial projections, that relate to events or conditions in the future. Often, forward-looking statements include words like “we anticipate,” “we believe,” “we expect,” “we intend,” “we plan to,” “this might,” or “we will.” The statement “We believe agricultural land will continue to appreciate” is an example of a forward-looking statement.

Forward-looking statements are, by their nature, subject to uncertainties and assumptions. The statement “We believe agricultural land will continue to appreciate” is not like the statement “We believe the sun will rise in the East tomorrow.” It is impossible for us to know exactly what is going to happen in the future, or even to anticipate all the things that could happen. Our business could be subject to many unanticipated events, including all of the things we talk about in “RISKS OF INVESTING.”

Consequently, the actual financial results of investing in the Company could and almost certainly will differ from those anticipated or implied in any forward-looking statement, and the differences could be both material and adverse. We do not undertake any obligation to revise, or publicly release the results of any revision to, any forward-looking statements, except as required by applicable law. GIVEN THE RISKS AND UNCERTAINTIES, PLEASE DO NOT PLACE UNDUE RELIANCE ON ANY FORWARD-LOOKING STATEMENTS.

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Exhibit B	LLC Agreement
Exhibit C	Subscription Agreement
Exhibit D	Investor Deck

HOW TO INVEST

How to Invest Online

To invest online:

- Register at <https://www.agisle.land/agisle-listings/weaver-creek-ranch-llc> (the “Site”)
- Follow the instructions

At the site, we will:

- Ask you for more information, including personal information and the amount you would like to invest.
- Ask that you carefully review this entire Confidential Private Placement Memorandum and the other documents on the Site.
- Confirm that you are qualified to invest.
- Ask that you sign (electronically) our Subscription Agreement, our LLC Agreement, and any other documents necessary to document your investment.

How to Invest Offline

To invest, please contact Andy Cunagin at 828-855-6192 or andy@agisle.land. He will:

- Ask that you carefully review this entire Confidential Private Placement Memorandum and the other documents we send to you.
- Confirm that you are qualified to invest.
- Ask that you sign our Subscription Agreement and LLC Agreement, and any other documents necessary to document your investment.

Your Subscription

The package you submit, whether *via* the Site or otherwise, including your signed Subscription Agreement, is called your “subscription.” We will review your subscription and decide whether to accept it. We have the right to accept or reject subscriptions in our sole discretion, for any reason or for no reason.

When you invest, your money will be held in an escrow account with an FDIC-insured bank until:

- 1) We confirm that you are a qualified investor;

- 2) We have received subscriptions from qualified Investors (who may be owners or affiliates of the Company) for the full amount we are trying to raise, or otherwise obtained sufficient financing to purchase the Ranch; and
- 3) We decide to accept your subscription.

We refer to these three items as the “Escrow Release Conditions.”

When and if all of the Escrow Release Conditions are satisfied, we will release your money from the escrow account to the Company at a time we select.

If one or more of the Escrow Release Conditions is not satisfied, we will return your money to you.

Once we have accepted your subscription and issued your Class A Shares, we will notify you by email and the investment process will be complete. We will also notify you by email if we do not accept your subscription, although we might not explain why.

Over-Subscription

If we receive subscriptions from accredited investors for more than the total amount we are trying to raise, we have the right to (1) increase the total amount we raise, (2) reject some of the subscriptions, or (3) reduce subscriptions. Usually, when we reduce subscriptions we will reduce all subscriptions on a *pro rata* basis. However, we have the right to reduce subscriptions in any way we want to. You will not have the right to revoke your subscription just because we reduce the amount.

Your Class A Shares

We will not issue you a paper certificate representing your Class A Shares. Instead, your Class A Shares will be issued in electronic form only.

SUMMARY OF OFFERING

ISSUER	Weaver Creek Ranch LLC, a Delaware limited liability company, which we refer to as the " <u>Company</u> ."
BUSINESS OF ISSUER	The Company was formed to acquire, operate, and ultimately sell the ranch consisting of approximately 370 acres in Bowie County in Northeast Texas, near Simms, Texas, known as the Weaver Creek Ranch (the " <u>Ranch</u> ").
SECURITIES OFFERED	In the offering described in this Private Placement Memorandum (the " <u>Offering</u> "), the Company is offering to qualified investors limited liability company interests denominated as " <u>Class A Shares</u> ."
MAXIMUM AND MINIMUM OFFERINGS	The Company is seeking to raise \$ 2,300,049 in this Offering but we may decide to raise more than that and issue additional Class A Shares on the same terms set forth in this Confidential Private Placement Memorandum. We will not begin to deploy capital until we have raised the full amount or obtained financing from other sources.
EARLY INVESTORS	The Company may enter into agreements with early Investors providing that a portion of their investment will be returned from the investments of future Investors.
MINIMUM INVESTMENT	The minimum initial investment is \$40,000, but the Manager has the discretion to agree to a lesser amount.
PRICE	Initially the Class A Shares will be sold for \$_____ each. The Manager may increase or decrease the price in the future.
LEVERAGE	The Company does not expect to borrow money to acquire the Ranch. If it does borrow, the amount of the loan will not exceed 50% of the value of the Ranch.
TERM	We currently expect to hold the Ranch from five to seven years, depending on market conditions. However, those plans could change.
MANAGEMENT	The Company will be managed by a single manager, Agisle LLC, which we sometimes refer to as the " <u>Manager</u> ." The Manager will have complete control over the business of the Company, including but not limited to the power to (i) lease, operate, and dispose of the Ranch, (ii) admit Investors, and (iii) borrow money.
REMOVAL OF MANAGER	The Manager may be removed for certain specified reasons by a vote of Investors owning two-thirds of the Class A Shares issued and outstanding, after following a procedure set forth in the LLC Agreement.

PLATFORM FEE	At the time of investment, each Investor will pay to the Manager a platform fee equal to 5.50% of the amount invested. However, the Manager may reduce the platform fee for Investors who buy more Class A Shares.
DISTRIBUTIONS	After paying expenses (including fees to the Manager and its affiliates) and establishing reserve accounts, the Company will distribute its available cash to the Members in the manner set forth in the LLC Agreement. See "WHAT YOU GET: SUMMARY OF CLASS A SHARES AND RIGHT TO DISTRIBUTIONS."
USE OF PROCEEDS	The proceeds from the sale of Class A Shares will be used to acquire the Ranch, pay for the cost of conducting this Offering, pay the platform fee, and pay other expenses the Manager deems necessary or appropriate to conduct the business. See "USE OF PROCEEDS."
MANDATORY WITHDRAWAL	The Manager may require an Investor to withdraw from the Company under certain conditions, including if the Manager determines that the continued participation of an Investor in the Company would be reasonably likely to result in a violation of any law or regulation applicable to the Company (including, without limitation, the anti-money laundering or anti-terrorism laws or regulations). An Investor who is required to withdraw generally would receive a distribution equal to 90% of the amount he, she, or it would have received had the Company been liquidated (based on the fair market value of the Company's assets), but if the withdrawal occurs within one year after the original investment, the Investor would be paid an amount equal to his, her, or its original investment.
ELECTRONIC FORM	The Class A Shares will be issued in electronic form only. You will not receive a paper share certificate for your Class A Shares.
TRANSFERABILITY	The Class A Shares may not be transferred without the Manager's consent, which may not be withheld unreasonably. As a condition of permitting a transfer, the Manager may impose conditions, including the receipt of a legal opinion that the transfer does not violate the Securities Act of 1933 or any applicable state securities laws.
FIRST RIGHT OF REFUSAL	An Investor who wants to sell his, her, or its Class A Shares must first offer such Class A Shares to the Manager.
CO-INVESTMENT	The Manager and its affiliates will invest at least \$250,000 by purchasing Class A Shares on the same terms as other Investors.
PERMITTED INVESTORS	The Company will accept subscriptions only from qualified investors. See "QUALIFICATION OF INVESTORS."

**FEDERAL INCOME
TAX CONSEQUENCES**

The Company will be treated as a partnership for Federal income tax purposes. As such, a portion of the income, gains, losses, credits, and deductions from the Company's Portfolio Investments will pass through and be reported on the tax returns of Investors. You should consult your own tax advisor regarding the Federal, State, and local consequences of acquiring any Class A Shares. For more information, see "TAX CONSEQUENCES OF INVESTING."

RISKS

Purchasing Class A Shares entails a significant risk, including the risk that you could lose some or all of your money. For more information, see "RISKS OF INVESTING."

QUALIFICATION OF INVESTORS

The Company will accept subscriptions only from “accredited investors,” as defined in 17 CFR §230.501, a regulation issued by the Securities and Exchange Commission, or “SEC.”

An “accredited investor” includes:

- A natural person who has individual net worth, or joint net worth with the person’s spouse or spousal equivalent, that exceeds \$1 million at the time of the purchase, excluding the value of the primary residence of such person;
- A natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse or spousal equivalent exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year;
- A natural person who holds any of the following licenses from the Financial Industry Regulatory Authority (FINRA): a General Securities Representative license (Series 7), a Private Securities Offerings Representative license (Series 82), or a Licensed Investment Adviser Representative license (Series 65);
- A natural person who is a “knowledgeable employee” of the issuer, if the issuer would be an “investment company” within the meaning of the Investment Company Act of 1940 (the “ICA”) but for section 3(c)(1) or section 3(c)(7) of the ICA;
- An investment adviser registered under the Investment Advisers Act of 1940 (the “Advisers Act”) or the laws of any state;
- Investment advisers described in section 203(l) (venture capital fund advisers) or section 203(m) (exempt reporting advisers) of the Advisers Act;
- A trust with assets in excess of \$5 million, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person;
- A business in which all the equity owners are accredited investors;
- An employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million;
- A bank, insurance company, registered investment company, business development company, small business investment company, or rural business development company;
- A charitable organization, corporation, limited liability company, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets exceeding \$5 million;

- A “family office,” as defined in rule 202(a)(11)(G)-1 under the Advisers Act, if the family office (i) has assets under management in excess of \$5,000,000, (ii) was not formed for the specific purpose of acquiring the securities offered, and (iii) is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;
- Any “family client,” as defined in rule 202(a)(11)(G)-1 under the Advisers Act, of a family office meeting the requirements above, whose investment in the issuer is directed by such family office;
- Entities, including Indian tribes, governmental bodies, funds, and entities organized under the laws of foreign countries, that were not formed to invest in the securities offered and own investment assets in excess of \$5 million; or
- A director, executive officer, or general partner of the company selling the securities, or any director, executive officer, or general partner of a general partner of that issuer.”

Each investor will also be required to represent that he, she, or it is making this investment for his, her, or its own account for investment purposes and not with a view to resale or distribution.

The Company reserves the right to reject subscriptions for any reason or for no reason, in its sole discretion.

WHAT YOU GET: SUMMARY OF CLASS A SHARES AND RIGHT TO DISTRIBUTIONS

Entity Structure

When you purchase Class A Shares, you will become an owner of the Company, which is a Delaware limited liability company. Your ownership will be governed by the LLC Agreement of the Company dated July 31, 2025 and any amendments to that agreement (whether adopted now or in the future), which are together referred to in this Private Placement Memorandum as the “LLC Agreement,” and by the Delaware Limited Liability Company Act. You can read a summary of the LLC Agreement under “SUMMARY OF LLC AGREEMENT” and a copy is attached as Exhibit B.

Under the LLC Agreement, the ownership interests of the Company are denominated as 1,010,000 “Shares,” of which 1,000,000 are designated as “Class A Shares” and 10,000 as “Class B Shares.” All the Class A Shares will be owned by Investors (who might include the Manager and its affiliates), while all the Class B Shares will be owned by the Manager.

The Company does not expect to sell all 1,000,000 Class A Shares. It will sell only enough Class A Shares to raise the capital it is trying to raise in the Offering.

Distributions

The Company will make distributions in accordance with the LLC Agreement.

Distributions of ordinary operating cash flow (*i.e.*, from leasing operations) will be made as follows:

- First, each Investor will receive a non-compounded 8% cumulative annual return on his, her, or its unreturned capital investment (the “Preferred Return”);
- Second, any remaining net ordinary operating cash flow will be distributed 80% to the Investors and 20% to the Manager.

Distributions of capital proceeds (*e.g.*, from the sale or refinancing of the Project) will be made as follows:

- First, each Investor will receive the Preferred Return;
- Second, any remaining capital proceeds will be distributed to Investors in proportion to, and to the extent of, the portion of each Investor’s unreturned capital investment;
- Third, any remaining capital proceeds will be distributed to Investors until each Investor has achieved an 8% internal rate of return; and
- Fourth, any remaining capital proceeds will be distributed 80% to Investors and 20% to the Manager.

NOTE: The Manager may, in its sole discretion, reinvest amounts that would otherwise be available for distribution.

Obligation to Contribute Additional Capital

An Investor will not be required to contribute any additional capital to the Company after paying for his, her, or its Class A Shares. However, there are circumstances under which an Investor could be required to re-contribute to the Company distributions the Investor has received – for example, if the Company was insolvent at the time of the distribution.

Mandatory Withdrawal

The Manager may require an Investor to withdraw from the Company under certain conditions, including if the Manager determines that the continued participation of an Investor in the Company would be reasonably likely to result in a violation of any law or regulation applicable to the Company (including, without limitation, anti-money laundering or anti-terrorism laws or regulations). An Investor who is required to withdraw would receive a distribution equal to 90% of the amount he, she, or it would have received had the Company been liquidated.

Limited Voting Rights

Although you will be an owner of the Company, you will not have the right to vote or otherwise participate in the management of the Company. Instead, the Manager will control all aspects of the Company's business.

No Right to Transfer

Class A Shares will be illiquid (meaning you might not be able to sell them) for five reasons:

- The LLC Agreement generally prohibits the sale or other transfer of Class A Shares without the Manager's consent, with some exceptions (such as transfers to immediate family members).
- The Manager might impose conditions on a sale or other transfer.
- If you want to sell your Class A Shares, the Manager will have a first right of refusal to buy them.
- Even if a sale were permitted, there is no ready market for the Class A Shares, as there would be for a publicly traded stock.
- Any transfer of Class A Shares would have to comply with Federal and State securities laws.

As a result, you should plan to hold your Class A Shares until the Ranch is sold.

Schedule K-1

An IRS Schedule K-1 will be issued to each Investor each year, reflecting each Investor's share of the Company's income, profits, gains, expenses and deductions for Federal income tax purposes, and equivalent schedules for State income tax purposes.

The Manager will use its reasonable best efforts to deliver K-1s to Investors within 90 days after the close of each year.

Electronic Payments and Delivery

All payments with respect to Class A Shares will be made as Automated Clearing House (ACH) deposits into an account you designate.

All of our communications with you, including but not limited to all tax forms, will be *via* electronic delivery, *e.g.*, by email or through the Site or another electronic portal.

Reports to Investors

Within a reasonable period after the close of each fiscal quarter, the Company shall furnish to each Investor with respect to such fiscal quarter (i) a statement showing in reasonable detail the computation of the amount distributed and the manner in which it was distributed (ii) a balance sheet of the Company, (iii) a statement of income and expenses, and (iv) such additional information as may be required by law. Within a reasonable period after the close of each fiscal year, the Company shall furnish to each Investor the same information, but for the entire fiscal year, as well as such information as may be required for each Investor to file his, her, or its tax returns. The financial statements of the Company need not be audited by an independent certified public accounting firm unless the Manager so elects or the law so requires.

THE MANAGER AND ITS PRINCIPALS

Andy Cunagin

Manager and Investment Officer

Andy brings 27 years' experience as a financial analyst, fund manager, and agribusiness investor. He began his financial career in 1997 as an associate analyst with Salomon Smith Barney covering Emerging Markets. He joined Franklin-Templeton/Fiduciary Trust in 2001 as a Vice President and Emerging Markets research specialist.

Andy founded Rinehart Capital Partners in 2004 with seed funding from Maverick Capital, as part of the Tiger complex of hedge fund managers. His Emerging Markets equity fund was a top-performer during the 2008 Financial Crisis. The fund was closed in 2014 after two years of under-performance and a prolonged bear market for the Emerging Markets Equity asset class.

His ranching journey began as a financial advisor in Zimbabwe in 2015, where he came to be acquainted with the holistic land management practices of Allan Savory. There he was able to connect and collaborate with renowned grazier Johann Zietsman on cattle projects in Zambia.

Since then, Andy has gone on to serve as a ranch manager for the Flying Diamond Ranch of Kit Carson, Colorado, as well as an independent consultant and ranch investor. He received a B.A. from Washington & Lee University and M.I.B.S. from the University of South Carolina.

THE RANCH

The Ranch consists of approximately 370 acres in Bowie County in Northeast Texas, near Simms.

For more information about the Ranch, see the Investor Deck attached as Exhibit D.

HOW WE INTEND TO GENERATE REVENUE

We anticipate deriving three sources of revenue for the Ranch:

- The Ranch will be leased for grazing to a livestock owner.
- The Ranch will be leased for hunting.
- The Ranch will be eligible for carbon credits under a federal program.
- The Company intends to sell an existence structure on the Ranch for approximately \$375,000 soon after purchasing the Ranch

Grazing Lease

The Company intends to lease the ranch to an operator for grazing livestock. The Company has not yet identified an operator.

Hunting Lease

The Company intends to lease a portion of the ranch to a hunting outfit. The Company has not yet identified such an outfit.

Carbon Credits

The market for voluntary carbon offset credits is evolving rapidly and represents potential economic upside for regenerative ranches like the Weaver Creek Ranch.

“Regenerative” ranches seek to produce food while improving the environment. High-density, rotational livestock grazing—characterized by bunching herds with portable electric fencing, heavily impacting soils with grazing, dung, litter, and then allowing long pasture recovery periods to adequately rest pastures—is scientifically proven to enhance the nutrient density, microbial diversity, and carbon-storing capacity of the soil. These effects are both quantifiable and certifiable per established protocols within the growing market for carbon credits.

A carbon credit is defined as a verified, tradable certificate that represents an offsetting reduction in greenhouse gas (GHG) emissions, often Carbon Dioxide (CO₂). One carbon credit represents one metric ton of CO₂ sequestration.

Large corporations like Microsoft, Nestle, Delta Airlines, and others purchase carbon credits to offset their global greenhouse gas (GHG) emissions. Carbon credit sponsors and brokers are increasingly looking to regenerative ranches as a reliable source of quality, verifiable credits. Companies like GrassRoots Carbon, Kateri, Agora and others are actively brokering carbon credit purchases by these mega corporates and the regenerative ranchers who produce them.

Management believes that the property has good potential for carbon credits due to high rainfall, optimal soils, and conversion from conventional to regenerative grazing practices. It will seek to engage the many carbon credit intermediaries in the most-efficient off-take agreement.

USE OF PROCEEDS AND OUR RIGHT TO DISTRIBUTIONS

Use of Proceeds

We currently expect to use the proceeds from the sale of Class A Shares as follows:

Costs of Offering	\$21,584
Platform Fee	\$ 95,323
Acquisition of Ranch	\$ 2,183,142
TOTAL:	\$ 2,300,049

Our Right to Distributions

The Manager and its affiliates might receive distributions in two ways:

- The Manager is entitled to receive the distributions described in “WHAT YOU GET: SUMMARY OF CLASS A SHARES AND RIGHT TO DISTRIBUTIONS – DISTRIBUTIONS.”
- The Manager and its affiliates will purchase Class A Shares and receive the same distributions as other Investors.

RISKS OF INVESTING

THE PURCHASE OF CLASS A SHARES IS SPECULATIVE AND INVOLVES SIGNIFICANT RISK, INCLUDING THE RISK THAT YOU COULD LOSE ALL YOUR MONEY. THE PURCHASE OF CLASS A SHARES IS SUITABLE ONLY FOR INVESTORS WHO FULLY UNDERSTAND AND ARE CAPABLE OF BEARING THE RISKS.

SOME OF THE RISKS ARE DESCRIBED BELOW. THE ORDER IN WHICH THESE RISKS ARE DISCUSSED IS NOT INTENDED TO SUGGEST THAT SOME RISKS ARE MORE IMPORTANT THAN OTHERS.

You Might Lose Some or All of Your Money: When you buy a certificate of deposit from a bank, the Federal government (through the FDIC) guaranties you will get your money back. Buying Class A Shares is not like that at all. The ability of the Company to make the distributions you expect, and ultimately to give you your money back, depends on a number of factors, including some beyond our control. Nobody guaranties that you will receive distributions, and you might lose some or all of your money.

Risks of Real Estate Industry: Real estate can be risky and unpredictable. For example, many experienced, informed people lost money when the real estate market declined in 2007-8. Time has shown that the real estate market goes down without warning, sometimes resulting in significant losses. Some of the risks of investing in real estate include changing laws, including environmental laws; floods, fires, and other acts of God, some of which are uninsurable; changes in national or local economic conditions; changes in government policies, including changes in interest rates established by the Federal Reserve; and international crises. The real estate market has been in an upswing for 10 years, suggesting that a downturn might be in the near future.

FEMA Floodplain Risk: Approximately 54 acres on the far west side of the Ranch fall within the “100-year” floodplain designated by the Federal Emergency Management Administration. FEMA defines a floodplain as any land area susceptible to being inundated by floodwater from any source. The 100-year floodplain is land that is covered in water during a flood event that has a 1% chance of being equaled or exceeded each year. That means that, per these terms, over a 5- to 7-year investment term, the Ranch has a 5% to 7% risk of a 100-year flood event that could cover the estimated 54 acres. None of the existing buildings, homes, equipment, or critical infrastructure falls within the FEMA floodplain.

Marvin Nichols Reservoir: The Marvin Nichols Reservoir is a proposed water supply reservoir which, if approved, would be located in the Sulphur River Basin in Titus, Red River, and Franklin counties designed to supply water to the Dallas-Fort Worth Metroplex. The project is facing strong political opposition and may or may not be approved. If approved, it would be located approximately 50 miles to the East of the Weaver Creek Ranch property. Our initial assessment is that the project poses minimal risk to Bowie County and might even help with flood mitigation; however, this assessment may prove to be incorrect.

No Mineral Rights: The Company will not own the mineral rights associated with the Ranch. For example, if oil can be drilled on the Ranch, it will belong to someone else.

Risks Associated with Weather and Climate Change: Most regions of the United States have experienced unusual and/or extreme weather events in recent years. Agricultural properties like the Ranch are especially susceptible to changes in weather, especially rainfall. If the Ranch experiences less rainfall in the future than it has in the past, its value could fall dramatically. Meanwhile, the new Administration has moved aggressively *against* initiatives to address climate change, like alternative energy, in favor of carbon-based energy. These actions will increase the rate of global warming and the associated risks.

Higher Interest Rates: Interest rates rose significantly from 2022-3. Rates have fallen since their highs but there is no guaranty that they will not increase again. If interest rates rise, the value of the Ranch might fall.

Risks of Inflation: The new Administration has imposed tariffs on almost every country in the world, including our closest allies, to their highest levels in more than 100 years. The cost of tariffs generally will fall not on the exporting countries but on American consumers, raising prices for a large number of goods and thereby fueling inflation. Jerome Powell, the Chairman of the Federal Reserve, has expressed concerns about easing interest rates in the face of tariffs.

Risk of Economic Disruption from Tariffs: Facing a deepening depression, the administration of Herbert Hoover signed into the law the Smoot-Hawley Tariff Act of 1930, which raised tariffs on imported goods. That statute is widely regarded as having worsened, or even caused, the Great Depression by stifling international trade. The steep tariffs imposed by the new Administration could have a similar effect, or even worse.

Risk of Another Pandemic: The COVID-19 pandemic in 2020 was devastating for many industries and for the American economy as a whole. The new Administration is populated by “vaccine skeptics,” chief among them Robert F. Kennedy, Jr., who has replaced the expert panel that formerly advised the federal government and replaced it fellow skeptics. These actions increase the risk of another pandemic.

Value of Ranch Could Decline: Factors that could cause the value of the Ranch to remain stable or decline include, but are not limited to:

- Changes in the weather
- Changes in interest rates
- Changes in the market for agricultural products, especially dairy and meat
- Changes in the programs providing carbon credits to ranchland
- Changes in national or local economic conditions
- Uninsured losses
- Other events outside the Company’s control

Non-Paying Tenants: As described above, we intend to lease the Ranch for grazing and hunting. It is possible that tenants will fail to pay the rent. In that even we would seek to terminate the leases and bring in other tenants, but that process could be long and expensive.

Liability for Personal Injury: As the owner of real estate used by others, the Company could face significant potential liability for personal injury claims, *e.g.*, “slip and fall” injuries. Although the Company expects to carry insurance against potential liability in amounts we believe are adequate, it is possible that the Company could suffer a liability in excess of its insurance coverage.

Limited Warranties from Seller: The Company will obtain from the sellers of the Ranch only very limited warranties. In effect, the Company will buy the Ranch on an “as is” basis.

Uninsured Losses: We will try to ensure that the Ranch is covered by insurance against certain risks. However, we may not carry insurance against the risk of natural disasters like earthquakes or floods, and there might be other risks that cannot be insured or cannot be insured at affordable premiums. Further, it is possible that we may accidentally allow our insurance to lapse.

Need for Additional Capital: The Company might require more capital, whether to finance cost overruns, to cover cash flow shortfalls, or otherwise. There is no assurance that additional capital will be available at the times or in the amounts needed, or that, if capital is available, it will be available on acceptable terms. For example, if capital is available in the form of a loan, the loan might bear interest at very high rates, or if capital is available in the form of equity, the new investors might have rights superior to those of Investors.

Investments by Affiliates Will Count Toward Our Offering Minimum: The Company will terminate the Offering if it is unable to finance the purchase of the Ranch. In determining whether it has enough money to buy the Ranch, the Company will include investments made by affiliates. Prospective investors should understand that affiliates of the Company might have their own reasons for investing, such as to earn fees, that are unrelated, or only loosely related, to the profitability of the investment for non-affiliated Investors. Hence, prospective investors should not assume that the ability of the Company to raise the specified minimum amount “proves” that this is a worthwhile investment.

Real Estate is Illiquid: Real estate is illiquid, meaning it is harder to sell than other kinds of assets, like publicly-traded stocks. There is no guaranty that we will be able to sell the Ranch when we want or need to sell it. In fact, the overall economic conditions that might cause us to want or need to sell the Ranch—a prolonged market downturn, for example—are generally the same as those in which it would be most difficult to sell it.

Risks of Relying on Third Parties: We will engage third parties to provide some essential services. If a third party we retain performs poorly or becomes unable to fulfill its obligations, our business could be disrupted. Disputes between us and our third party service providers could disrupt our business and may result in litigation or other forms of legal proceedings (e.g., arbitration), which could require us to expend significant time, money, and other resources. We might also be subject to, or become liable for, legal claims by our tenants or other parties relating to work performed by third parties we have contracted with, even if we have sought to limit or disclaim our liability for such claims or have sought to insure the Company against such claims.

No Right to Participate in Management of the Company: Investors will have no right to participate in the management of the Company. You should consider buying Class A Shares only if you are willing to entrust all aspects of the Company's business to the Manager.

Reliance on Management Team: The Manager is a very small company, with only one principal, Andy Cunagin. If he were to die, become seriously ill, or leave, it could damage our prospects.

No Market for the Class A Shares; Limits on Transferability: There are several obstacles to selling or otherwise transferring your Class A Shares:

- There will be no public market for your Class A Shares, meaning you could have a hard time finding a buyer.
- Under the LLC Agreement, the Class A Shares may not be transferred without the Manager's consent.
- The Manager has the right to impose conditions on the sale of Class A Shares, and these conditions might not be acceptable to you.
- If you want to sell your Class A Shares, the Manager has a first right of refusal to buy them.
- By law, you may not sell your Class A Shares unless they are registered under applicable securities statutes or the transfer is eligible for an exemption from registration.

Taking all that into account, you should plan to own your Class A Shares until the Company is dissolved.

No Registration Under Securities Laws: Neither the Company nor the Class A Shares will be registered with the SEC or the securities regulator of any State. Hence, neither the Company nor the Class A Shares are subject to the same degree of regulation and scrutiny as if they were registered.

Incomplete Offering Information: The Class A Shares are being offered pursuant to Rule 506(c) issued by the SEC. Rule 506(c) does not require us to provide you with all the information that would be required in some other kinds of securities offerings, such as a public offering of securities. Although we have tried to provide all the material information we believe is necessary for you to make an informed decision, and we are ready to answer any questions you might have, it is possible that you would make a different decision if you had more information.

Lack of Ongoing Information: While we will provide you with periodic statements concerning the Company and its business, we will not provide nearly all of the information that would be required of a public reporting company.

Reduction in Your Subscription: If we receive subscriptions from accredited investors for more than the total amount we are trying to raise in this Offering, we have the right to (1) increase the amount of money we are raising, (2) reject some of the subscriptions, or (3) reduce subscriptions. Thus, you could end up with fewer Class A Shares than you intended, or none at all.

Lack of Cash to Pay Tax Liabilities: The Company will be treated as a partnership for Federal income tax purposes. As such, the taxable income and losses of the Company will “pass through” the Company and be reported on the tax returns of Investors. It is possible that for one or more years, the tax liability of an Investor arising from his, her, or its share of the Company taxable income would exceed the cash distributed to the Investor for the year in question, leaving the Investor with an out-of-pocket tax cost.

Conflicts of Interest: Conflicts of interest could arise between the Company and Investors. For example:

- It might be in the best interest of Investors if our management team devoted their full time and attention to the Company. However, the Company is only one of the businesses our team will manage.
- It is possible that our Manager will be involved with real estate projects that are competitive with the Ranch, directly or indirectly.
- The fees to be paid by the Company to the Manager and its affiliates were established by the Manager and were not negotiated at arm’s length.

The Subscription Agreement Limits Your Rights: The Subscription Agreement will limit your rights in several important ways if you believe you have claims against us arising from the purchase of your Class A Shares: In general, your claims would be resolved through arbitration, rather than through the court system. Any such arbitration would be conducted in Wilmington, Delaware, which might not be convenient for you.

- You would not be entitled to a jury trial.
- You would not be entitled to recover any lost profits or special, consequential, or punitive damages.
- If you lost your claim against us, you would be required to pay our expenses, including reasonable attorneys’ fees. If you won, we would be required to pay yours.

The LLC Agreement Limits Investor Rights: The LLC Agreement limits your rights in some important respects. For example:

- The LLC Agreement significantly curtails your right to bring legal claims against management, even if they make mistakes that cost you money. For example, the LLC Agreement waives any “fiduciary duties” the Manager would otherwise owe to Investors.
- The LLC Agreement limits your right to obtain information about the Company and to inspect its books and records.
- Disputes under the LLC Agreement will be governed by Delaware law and handled in Delaware courts.
- By signing the LLC Agreement, you waive your right to have the Company dissolved by a court.
- The LLC Agreement restricts your right to sell or otherwise transfer your Class A Shares.

Breaches of Security: It is possible that our systems would be “hacked,” leading to the theft or disclosure of confidential information you have provided to us. Because techniques used to obtain unauthorized access or to sabotage systems change frequently and generally are not recognized until they are launched against a target, we and our vendors may be unable to anticipate these techniques or to implement adequate preventive measures.

**THE FOREGOING ARE NOT NECESSARILY THE ONLY RISKS OF INVESTING.
PLEASE CONSULT WITH YOUR PROFESSIONAL ADVISORS.**

SUMMARY OF LLC AGREEMENT

The following summarizes some of the key provisions of the Company's LLC Agreement. This summary is qualified in its entirety by the actual LLC Agreement, which is attached as Exhibit B.

Formation and History of Governing Documents

The Company was formed in Delaware on July 25, 2025, pursuant to the Delaware Limited Liability Company Act.

Management

The Manager will have complete control over the business of the Company.

Removal of Manager

The Manager may be removed by Investors only for cause by a vote of Investors holding two-thirds of the Class A Shares.

Obligation to Contribute Capital

Each Investor will contribute to the capital of the Company the amount set forth in his, her, or its Subscription Agreement. Once an Investor has paid for his, her, or its Class A Share, such Investor will not be required to contribute additional capital. However, under some circumstances an Investor could be required to return distributions received previously – for example, if the Company was insolvent at the time of the distribution.

Personal Liability

Neither the Manager nor any Investor will be directly liable for any of the debts or obligations of the Company.

Distributions

Distributions from the Company will be made in the manner described in "WHAT YOU GET: SUMMARY OF CLASS A SHARES AND RIGHT TO DISTRIBUTIONS – DISTRIBUTIONS."

Transfers

No Investor may transfer his, her, or its Class A Shares without the consent of the Manager. The only exceptions are for certain transfers to family members. The Manager may impose requirements on proposed transfers, including requiring a legal opinion stating that the transfer will not violate the Securities Act of 1933 or any applicable state securities laws.

An Investor who wants to sell his, her, or its Class A Shares must first offer them to the Manager.

Death, Disability, Etc.

If an Investor should die or become incapacitated, he or she (or the Investor's estate) will continue to own the Investor's Class A Shares.

Mandatory Redemption

Under some circumstances the Manager has the right to redeem (buy back) the Class A Shares owned by an Investor. For example, the Manager would have the right to redeem the Class A Shares owned by an Investor who had made material misrepresentations to the Company.

Exculpation and Indemnification

The LLC Agreement seeks to protect the Manager from legal claims made by Members to the maximum extent permitted by law. For example, it eliminates the fiduciary obligations of the Manager (to the extent permitted by Delaware law) and provides that the Manager will be indemnified from most claims.

Rights to Information

Each year, the Company will provide the Investors with (i) a statement showing in reasonable detail the computation of the amount (if any) distributed to the Members; (ii) a balance sheet of the Company; (iii) a statement of the Company's income and expenses; and (iv) information for Members to prepare their income tax returns. A Member's right to see additional information or inspect the books and records of the Company is limited by the LLC Agreement.

Electronic Delivery

All communications and documents, including all tax-related documents, will be transmitted by the Company to the Members via electronic delivery.

TAX CONSEQUENCES OF INVESTING

The following summarizes some of the U.S. Federal income tax consequences of acquiring Class A Shares. This summary is based on the Internal Revenue Code (the “Code”), regulations issued by the Internal Revenue Service (“Regulations”), and administrative rulings and court decisions, all as they exist today. The tax laws, and therefore the Federal income tax consequences of acquiring Class A Shares, could change in the future.

This is only a summary, applicable to a generic Investor who is an individual and a citizen or resident of the United States. Your personal situation could differ. We encourage you to consult with your own tax advisor before investing.

This summary does not address the tax laws of any jurisdiction other than the United States.

Classification as a Partnership

The Company will be treated as a partnership for Federal income tax purposes. If the Company were treated as a corporation and not as a partnership, the profits and gains from the Ranch would generally be subject to at least two levels of Federal income taxation. This would substantially reduce the economic return to Investors.

Federal Income Taxation of the Company and its Members

Because it is treated as a partnership, the Company itself will not be subject to Federal income taxes. Instead, each Investor will be required to report on his personal Federal income tax return his, her, or its distributive share of the Company’s income, gains, losses, deductions and credits for the taxable year, whether or not the Investor receives any actual distributions. Each Investor’s distributive share of such items will be determined in accordance with the LLC Agreement.

20% Deduction for Pass-Through Entities

In general, the owners of a partnership, or an entity (like the Company) that is treated as a partnership for Federal income tax purposes, may deduct up to 20% of the amount of taxable income and gains allocated to them by the partnership, excluding certain items like interest and capital gains. However, the deduction claimed by any owner may not exceed the greater of:

- The owner’s share of 50% of the wages paid by the partnership; or
- The sum of:
 - The owner’s share of 20% of the wages paid by the partnership; plus
 - The owner’s share of 2.5% of the cost of certain depreciable assets of the partnership.

The Company will not pay wages but will own depreciable assets directly or indirectly. Consequently, Investors should be entitled to a deduction for a portion of the ordinary business income of the Company allocated to them, but it is impossible to predict how much. Investors should consult with their personal tax advisors concerning the availability of this deduction in their personal tax circumstances.

Deduction of Losses

Each Investor may deduct his, her, or its allocable share of the Company's losses, if any, subject to the basis limitations of Code §704(d), the "at risk" rules of Code §465, and the "passive activity loss" rules of Code §469. Unused losses generally may be carried forward indefinitely. The use of tax losses generated by the Company against other income may not provide a material benefit to Investors who do not have taxable passive income from other passive activities.

Tax Basis

Code §704(d) limits an Investor's loss to his, her, or its tax "basis" in his, her, or its Class A Shares. An Investor's tax basis will initially equal his, her, or its capital contribution (*i.e.*, the purchase price for your Class A Shares). Thereafter, the Investor's basis generally will be increased by further capital contributions made by the Investor; his, her, or its allocable share of the Company's taxable and tax-exempt income; and his, her, or its share of certain liabilities of the Company. The Investor's basis generally will be decreased by the amount of any distributions he, she, or it receives; his, her, or its allocable share of the Company's losses and deductions; and any decrease in his, her, or its share of the Company's liabilities.

Limitations of Losses to Amounts at Risk

In the case of certain taxpayers, Code §465 limits the deductibility of losses from certain activities to the amount the taxpayer has "at risk" in the activities. An Investor subject to these rules will not be permitted to deduct his, her, or its allocable share of the Company's losses to the extent the losses exceed the amount the Investor is considered to have at risk in the Company. If an Investor's at-risk amount should fall below zero, he, she, or it would generally be required to "recapture" such amount by reporting additional income. An Investor generally will be considered at risk to the extent of his, her, or its cash contribution (*i.e.*, the purchase price for the Interest); his, her, or its basis in other contributed property; and his, her, or its personal liability for repayments of borrowed amounts. The Investor's amount at risk will generally be increased by further contributions and his, her, or its allocable share of the Company's income, and decreased by distributions he, she, or it receives and his, her, or its allocable share of the Company's losses. With respect to amounts borrowed for investment in the Company, an Investor will not be considered to be at risk even if he, she, or it is personally liable for repayment if the borrowing was from a person who has certain interests in the Company other than an interest as a creditor. In all events, an Investor will not be treated as at risk to the extent his, her, or its investment is protected against loss through guarantees, stop-loss agreements or other similar arrangements.

Limitations on Losses from Passive Activities

In the case of certain taxpayers, Code §469 generally provides for a disallowance of any loss attributable to “passive activities” to the extent the aggregate losses from all such passive activities exceed the aggregate income of the taxpayer from such passive activities. Losses that are disallowed under these rules for a given tax year may be carried forward to future years to be offset against passive activity income in such future years. Furthermore, upon the disposition of a taxpayer’s entire interest in any passive activity, if all gain or loss realized on such disposition is recognized, and such disposition is not to a related party, any loss from such activity that was not previously allowed as a deduction and any loss from the activity for the current year is allowable as a deduction in such year, first against income or gain from the passive activity for the taxable year of disposition, including any gain recognized on the disposition, next against net income or gain for the taxable year from all passive activities and, finally, against any other income or gain.

The Company will be treated as a passive activity to Investors. Hence, Investors generally will not be permitted to deduct their losses from the Company except to the extent they have income from other passive activities. Similarly, tax credits arising from passive activity will be available only to offset tax from passive activity. However, all such losses, to the extent previously disallowed, will generally be deductible in the year an Investor disposes of his entire Interest in a taxable transaction.

Limitation on Capital Losses

An Investor who is an individual may deduct only \$3,000 of net capital losses every year (that is, capital losses that exceed capital gains). Net capital losses in excess of \$3,000 per year may generally be carried forward indefinitely.

Limitation on Investment Interest

Interest that is characterized as “investment interest” generally may be deducted only against investment income. Investment interest would include, for example, interest paid by an Investor on a loan that was incurred to purchase an Class A Share and interest paid by the Company to finance investments, while investment income would include dividends and interest but would not generally include long term capital gain. Thus, it is possible that an Investor would not be entitled to deduct all of his, her, or its investment interest. Any investment interest that could not be deducted may generally be carried forward indefinitely.

Treatment of Liabilities

When the Company (or an entity in which the Company owns an interest) borrows money or otherwise incurs indebtedness, the amount of the liability will be allocated among all of the Investors in the manner prescribed by the Regulations. In general (but not for purposes of the “at risk” rules), each Investor will be treated as having contributed cash to the Company equal to his, her, or its allocable share of all such liabilities. Conversely, when an Investor’s share of liabilities is decreased (for example, if the Company repays loans or an Investor disposes of his, her, or its Class A Shares) then the Investor will be treated as having received a distribution of cash equal to the amount of such decrease.

Allocations of Profits and Losses

The profits and losses of the Company will be allocated among all the owners of the Company in the manner described in the LLC Agreement. In general, it is intended that profits and losses will be allocated in a manner that corresponds with the distributions each Investor is entitled to receive; *i.e.*, so that tax allocations follow cash distributions. Such allocations will be respected by the IRS if they have “substantial economic effect” within the meaning of Code §704(b). If they do not, the IRS could re-allocate items of income and loss among the Members.

Sale or Exchange of the Class A Shares

In general, the sale of Class A Shares by an Investor will be treated as a sale of a capital asset. The amount of gain from such a sale generally will be equal to the difference between the selling price and the Investor’s basis. Such gain will generally be eligible for favorable long-term capital gain treatment if the Interest has been held for at least 12 months. However, to the extent any of the sale proceeds are attributable to substantially appreciated inventory items or unrealized receivables, as defined in Code §751, the Investor will recognize ordinary income.

If, as a result of a sale of Class A Shares, an Investor’s share of liabilities is reduced, such Investor could recognize a tax liability greater than the amount of cash received in the sale.

Code §6050K requires any Investor who transfers Class A Shares at a time when the Company has unrealized receivables or substantially appreciated inventory items to report such transfer to the Company. For these purposes, “unrealized receivables” includes depreciation subject to “recapture” under Code §1245 or Code §1250. If so notified, the Company must report the identity of the transferor and transferee to the IRS, together with other information described in the Regulations. Failure by an Investor to report a transfer covered by this provision may result in penalties.

A gift of Class A Shares will be taxable if the donor-Investor’s share of liabilities is greater than his, her, or its adjusted basis in the gifted Class A Shares. The gift could also give rise to Federal gift tax liability. If the gift is made as a charitable contribution, the donor-Investor is likely to realize gain greater than would be realized with respect to a non-charitable gift, since in general the Investor will not be able to offset the entire amount of his, her, or its adjusted basis in the donated Class A Shares against the amount considered to be realized as a result of the gift (*i.e.*, the Company’s debt).

Transfer of Class A Shares by reason of death would not in general be a taxable event, although it is possible that the IRS would treat such a transfer as taxable where the deceased Investor's share of liabilities exceeds his pre-death basis in his or her Class A Shares. The deceased Investor's transferee will get a basis in the Class A Shares equal to its fair market value at death (or, in certain circumstances, on the date six (6) months after death), increased by the transferee's share of liabilities. For this purpose, the fair market value will not include the decedent's share of Company taxable income to the extent attributable to the pre-death portion of the taxable year.

Treatment of Distributions

Upon the receipt of any distribution of cash or other property, including a distribution in liquidation of the Company, an Investor generally will recognize income only to the extent that the amount of cash and marketable securities he, she, or it receives exceeds his, her, or its basis in the Class A Shares. Any such gain generally will be considered as gain from the sale of the Class A Shares.

Alternative Minimum Tax

The Code imposes an alternative minimum tax on individuals and corporations. Certain items of the Company's income and loss may be required to be taken into account in determining the alternative minimum tax liability of Investors.

Taxable Year

The Company will report its income and losses using the calendar year and each Investor that is an individual or an entity with a calendar fiscal year will report his or its share of income and losses for the calendar year. Entity Investors using a non-calendar fiscal year will report income and losses for the Company's taxable year ending on the December 31st that falls within the fiscal year of such entity Investor.

Section 754 Election

The Company may, but is not required to, make an election under Code §754 on the sale of Class A Shares or the death of an Investor. The result of such an election is to increase or decrease the tax basis of the Company's assets for purposes of allocations made to the buyer or beneficiary that would, in turn, affect depreciation deductions and gain or loss on sale, among other items.

Unrelated Business Taxable Income for Tax-Exempt Investors

A church, charity, pension fund, or other entity that is otherwise exempt from Federal income tax must nevertheless pay tax on "unrelated business taxable income." In general, interest and gains from the sale of property (other than inventory) are not treated as unrelated business taxable income. However, interest and gains from property that was acquired in whole or in part with the proceeds of indebtedness may be treated as unrelated business taxable income. Under these rules, some of the income of the Company could be subject to tax in the hands of tax-exempt entities.

Tax Returns and Tax Information; Audits; Penalties; Interest

The Company will furnish each Investor with the information needed to be included in his, her, or its Federal income tax returns. Each Investor is personally responsible for preparing and filing all personal tax returns that may be required as a result of his, her, or its purchase (or ownership) of Class A Shares. The Company's tax returns will be prepared by accountants selected by the Company.

If the Company's tax returns are audited, it is possible that substantial legal and accounting fees will have to be paid to substantiate the Company's reporting position on its returns and such fees would reduce the cash otherwise distributable to Investors. Such an audit may also result in adjustments to the Company's tax returns, which adjustments, in turn, would require an adjustment to each Investor's personal tax return. An audit of the Company's tax returns may also result in an audit of non-Company items on each Investor's personal tax returns, which could result in adjustments to such items. The Company is not obligated to contest adjustments proposed by the IRS.

Each Investor must either report Company items on his tax return consistent with the treatment on the Company's information return or file a statement with his tax return identifying and explaining the inconsistency. Otherwise the IRS may treat such inconsistency as a computational error and re-compute and assess the tax without the usual procedural protections applicable to Federal income tax deficiency proceedings.

The Manager will generally control all proceedings with the IRS.

The Code imposes interest and a variety of potential penalties on underpayments of tax.

Backup Withholding and Reporting

We will be required to report information to the IRS on certain distributions. In addition, we will be required to withhold tax from our payments to you under some circumstances. Any amounts withheld will be allowed as a refund or a credit against your U.S. Federal income tax liability provided the required information is furnished to the IRS on a timely basis.

Other Tax Consequences

The foregoing discussion addresses only selected issues involving Federal income taxes, and does not address the impact of other taxes on an investment in the Company, including Federal estate, gift, or generation-skipping taxes, State and local income or inheritance taxes, or taxes imposed by non-U.S. jurisdictions. Prospective Investors should consult their own tax advisors with respect to such matters.

DEFINITIONS

Act	The Securities Act of 1933, as amended.
Class A Shares	The limited liability company interests in the Company being offered to Investors in the Offering pursuant to this Confidential Private Placement Memorandum.
Class B Shares	The limited liability company interests in the Company owned by the Manager.
Code	The Internal Revenue Code of 1986, as amended.
Company	Weaver Creek Ranch LLC, a Delaware limited liability company.
Investor	A person who purchases Class A Shares.
IRS	The Internal Revenue Service.
Manager	Agisle LLC, a Delaware limited liability company.
Offering	The offering of Class A Shares pursuant to this Private Placement Memorandum.
LLC Agreement	The LLC Agreement of the Company dated July 31, 2025, and any amendments to such agreement.
Preferred Return	For each Investor, a cumulative, non-compounded return of 8% per year on the unreturned portion of such Investor's capital investment.
Ranch	The ranch known as the Weaver Creek Ranch Bowie County in Northeast Texas, near Simms, Texas, consisting of approximately 400 acres.
Regulations	The regulations issued by the Internal Revenue Service.
SEC	The United States Securities and Exchange Commission.
Shares	The limited liability company interests of the Company as of the date of this Private Placement Memorandum, divided into Class A Shares and Class B Shares.
Site	https://www.agisle.land/agisle-listings/weaver-creek-ranch-llc
Subscription Agreement	The legal contract governing the purchase of your Class A Shares.

EXHIBIT A

Certificate of Formation

EXHIBIT B

LLC Agreement

EXHIBIT C

Form of Subscription Agreement

EXHIBIT D

Investor Deck