CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

NOT TO BE REPRODUCED OR REDISTRIBUTED

DRAFT HORSE CAPITAL PARTNERS LLC

a Texas limited liability company

(281) 770-0716

Caleb@drafthorsewealth.com | Adil@drafthorsewealth.com

Dated: See Signature Page

Termination Date: Ongoing

Notes	Price to Investors	Commissions & Discounts	Proceeds to Company
Minimum Capital Raise	$200,000	$0.00	$200,000
Maximum Capital Raise	$6,000,000,000	$0.00	$6,000,000,000

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IMPORTANT NOTICES AND DISCLAIMERS

THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS OFFERING IS HIGHLY SPECULATIVE, AND THESE SECURITIES INVOLVE A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. SEE "RISK FACTORS".

Confidential Information

The information in this Private Placement Memorandum (“**Offering Memorandum**”) is confidential. The contents are not to be reproduced or distributed to the public or press. The information contained herein, while obtained from sources which are believed to be reliable, is not guaranteed as to accuracy or completeness. This Memorandum is submitted in connection with a private offering and may not be reproduced or used for any other purpose.

Forward-Looking Statements

This Memorandum contains forward-looking information relating to Draft Horse Capital Partners LLC (the “**Company**” or the “**Fund**”) and the Company’s business strategy and measures to implement strategy and other matters. Although the Company believes that the expectations reflected in the forward-looking statements are reasonable, there can be no assurance that such expectations will prove to be correct. Actual performance may be materially different from expected results.

Notice to Foreign Investors

IF THE PURCHASER LIVES OUTSIDE THE UNITED STATES, IT IS THE PURCHASER’S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE OF THE NOTES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES.

Notice to Florida Residents

IF SALES ARE MADE TO FIVE OR MORE PERSONS IN FLORIDA, AND YOU PURCHASE NOTES HEREUNDER, THEN YOU MAY VOID SUCH PURCHASE EITHER WITHIN THREE DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY YOU TO THE COMPANY OR AN AGENT OF THE COMPANY OR WITHIN THREE DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO YOU, WHICHEVER OCCURS LATER.

Notice to All Prospective Investors

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS

INVOLVED. THE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY.

THE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SEC UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATES, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACTS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SEC OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM.

No person has been authorized to give any information or make any representations other than those contained in this Memorandum and, if given or made, such information or representations must not be relied upon as having been authorized by the Company or the Manager.

Use of Market and Industry Data

This Memorandum includes market and industry data obtained from third-party sources, including industry publications, as well as industry data prepared by management on the basis of its knowledge of and experience in the industries in which the Company operates. Third-party sources generally state that the information contained therein has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy or completeness of included information.

INFORMATION CONTAINED IN ANY COMPANY, MANAGER, SPONSOR, OR AFFILIATE WEBSITE, SOCIAL MEDIA, OR ELECTRONIC MAIL OR MESSAGING IS NOT A PART OF THIS OFFERING MEMORANDUM OR THE OFFERING UNLESS SPECIFICALLY INCORPORATED BY REFERENCE HEREIN.

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BRIEF SUMMARY OF INVESTMENT

This Private Placement Memorandum (this "**Offering Memorandum**") relates to the sale of unsecured Promissory Notes (each, a "**Note**") to investors (each a "**Holder**" or "**Investor**") by Draft Horse Capital Partners LLC (the "**Company**" or the "**Fund**"), a Texas limited liability company. The Manager of the Company is Draft Horse Wealth Management LLC (the "**Manager**"), a Texas limited liability company.

The Company is offering Notes in a maximum offering amount of $6,000,000,000 (six billion dollars) (the "**Maximum Offering Amount**") and a minimum investment amount of $200,000 per Investor (the "**Minimum Investment Amount**") (the "**Offering**"). The Offering is being conducted pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "**Securities Act**"), and Rule 506(c) of Regulation D promulgated thereunder. Accordingly, only "accredited investors" (as defined under Regulation D) may participate in this Offering.

The Offering commenced on the effective date set forth on the signature page of this Memorandum. The Manager intends to keep this Offering ongoing and Notes related to Portfolio Investments (as hereinafter defined) under this Offering may continue to be offered for sale.

This summary is intended to provide selected information regarding the Company and should be read in conjunction with, and is qualified in its entirety by, the detailed information appearing elsewhere in this Offering Memorandum. Prospective investors are encouraged to read this Offering Memorandum in its entirety before making an investment decision.

Highlights and Key Risks

- The Notes are unsecured obligations of the Company and are not guaranteed by any person or entity.
- An investment in the Notes does not entitle the Holder to any ownership interest, equity, or voting rights in the Company. The investor will only be a creditor of the Company and not a member.
- Risks inherent in or associated with the Company's proposed operations as a private credit fund.
- Lack of any market for the Notes and legal and contractual restrictions on the transfer of unregistered securities such as the Notes.

Proceeds of the Offering will be deposited directly into the Company's operating account upon acceptance of the subscription of an Investor and will not be held in any escrow or segregated deposit account. One hundred percent (100%) of all net proceeds from the Offering will be deployed into Portfolio Investments.

An investment in the Notes is suitable only for persons of substantial means who have no need for liquidity in their investment. Prospective investors are not to construe the contents of this Offering Memorandum as legal, business, or tax advice. Each prospective investor should consult its own advisors as to legal, business, tax, and related matters concerning an investment in the Notes.

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WHO MAY INVEST – INVESTOR SUITABILITY REQUIREMENTS

General

The Company is offering the Notes only to investors ("**Investors**," or singularly the "**Investor**") who qualify as Accredited Investors, both under Rule 501 of Regulation D, 17 C.F.R. § 230.501(a), promulgated under the Act, and as may be required by applicable state law. Because the Company is relying on Rule 506(c) of Regulation D, the Company will take reasonable steps to verify that each investor is an accredited investor prior to accepting any offer to purchase the Notes.

Accredited Investors

The term "Accredited Investors" is defined to include, among others: (a) any natural person with a net worth, or joint net worth with such purchaser's spouse at the time of purchase, that exceeds $1,000,000 (excluding the value of the primary residence); (b) any natural person who had an individual income in excess of $200,000 in each of the two most recent years, or joint income with that person's spouse in excess of $300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year; or (c) any entity with total assets in excess of $5,000,000, or in which all of the equity owners are "Accredited Investors" and not formed for the specific purpose of acquiring the Notes.

"Accredited Investor" also includes the following within the definition in Rule 501:

- A bank, savings and loan association, broker-dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, insurance company, investment company registered under the Investment Company Act of 1940, business development company, or Small Business Investment Company.
- A plan established and maintained by a state for the benefit of its employees with total assets in excess of $5,000,000.
- Any employee benefit plan within the meaning of ERISA if the investment decision is made by a qualified plan fiduciary, or if the benefit plan has total assets in excess of $5,000,000.
- A private business development company as defined in Section 202(a)(22) of the Advisers Act.
- An organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the Notes, with total assets in excess of $5,000,000.
- A director, executive officer, or manager of the Company.
- A trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Notes, directed by a sophisticated person.
- A natural person who holds a Series 7, Series 82, or Series 65 license in good standing.
- A natural person who is a "knowledgeable employee" as defined in Rule 3c-5(a)(4) under the Investment Company Act.
- An investment adviser registered under the Advisers Act or pursuant to state laws, or relying on the exemption from registration in Section 203(l) or (m).

- A family office with assets under management in excess of $5 million, not formed for the specific purpose of acquiring the securities, directed by a person capable of evaluating the merits and risks of the investment.
- A family client of a qualifying family office.

Qualified Plans

The Company is not accepting offers to purchase the Notes from "benefit plans" (as defined by ERISA) or IRAs (collectively, "**Qualified Plans**"). The Notes may not be suitable investments for an ERISA plan, an IRA, or other tax-exempt entity. The plan fiduciary should consult with legal counsel before making any investment. The Company likewise is not accepting joint or co-ownership subscriptions of any kind in this Offering.

100 Investor Limit

Pursuant to the exemption provided in Section 3(c)(1) of the Investment Company Act of 1940 (the "**Investment Company Act**"), the Company shall only admit up to One Hundred (100) Investors.

Subscription Agreement

To purchase the Notes, the Investor must complete, execute and deliver to the Company a Subscription Agreement, in the form provided to the Investor by the Company. The Subscription Agreement requires, among other things, a representation that the Investor is an "Accredited Investor" as described above.

Restrictions Imposed by the USA PATRIOT Act and Related Acts

In accordance with the USA PATRIOT Act, Notes may not be offered, sold or delivered to, or for the account or benefit of, any U.S. Persons who are designated nationals, specially designated terrorists, foreign terrorist organizations, or blocked persons. Each Investor is required to represent that it is not:

- A "designated national," "specially designated national," "specially designated terrorist," "specially designated global terrorist," "foreign terrorist organization," or "blocked person" within the definitions set forth in the Foreign Assets Control Regulations of the U.S. Treasury Department.
- Acting on behalf of, or an entity owned or controlled by, any government against whom the U.S. maintains economic sanctions or embargoes.
- Within the scope of Executive Order 13224 - Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism.
- Subject to additional restrictions imposed by the Trading with the Enemy Act, the Iraq Sanctions Act, the National Emergencies Act, or related legislation.

THE COMPANY'S ACCEPTANCE OF AN INVESTOR'S SUBSCRIPTION FOR NOTES DOES NOT CONSTITUTE A DETERMINATION BY THE COMPANY THAT THE INVESTMENT IS SUITABLE FOR THE INVESTOR. THE FINAL DETERMINATION AS TO THE SUITABILITY OF ANY INVESTMENT RESTS SOLELY WITH THE INVESTOR.

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HOW TO INVEST

Steps to Invest

- Analyze the investment opportunity with your advisor to make sure it is suitable for your investment goals.
- Determine the appropriate amount of your investment based upon your current financial situation.
- Complete the Subscription Agreement, attached hereto as Annex I and uploaded to the NAV Consulting, Inc. investor portal.
- Fund your investment according to the funding instructions set forth below. The entire purchase amount must be paid along with your Subscription Agreement for it to be accepted.

Investment Funding Instructions

The Subscription Agreement has certain areas requiring your information and your signature. Please read through the entire agreement and provide all of the necessary information. The Manager will not confirm any investment until all required documentation has been received and approved.

Bank wire and ACH funding instructions will be provided separately by the Manager following acceptance of the offer to purchase the Securities and the Subscription Agreement. Subscribers should confirm payment details directly with the Manager through a verified channel before remitting funds.

Please contact the Manager at Caleb@drafthorsewealth.com or Adil@drafthorsewealth.com to confirm receipt of wire transfer.

Acceptance of Subscription Agreements

The Manager reserves the right to reject any tendered Subscription Agreement for whatever reason the Manager deems appropriate. If the Manager rejects a Subscription Agreement, the Manager will give notice of such rejection to the prospective investor and return, without interest, any funds received.

Upon acceptance of a Subscription Agreement and receipt of funds, the Investor will be a "Holder" of the Notes and a creditor of the Company, but not an owner or member of the Company.

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SUMMARY OF THE OFFERING

The following summary is qualified by the detailed information appearing elsewhere in this Offering Memorandum, and is intended only for quick reference.

The Company; Fund	Draft Horse Capital Partners LLC, a Texas limited liability company (the "**Company**" or the "**Fund**").
Investment Objective	The Fund's primary investment objective is to deploy capital into private credit, structured credit, and private equity investments ("**Portfolio Investments**"). Investment decisions will be made by the Manager in accordance with the Investment Criteria described herein.
Promissory Notes	The Company will issue an unsecured promissory note (each, a "**Note**") to each Investor as a "Holder." Each Note will pay interest at the rate set forth in that Holder's Note. Interest is simple interest with no compounding and, by default, is paid monthly on or before the 5th day of each calendar month. Interest begins to accrue on the Closing date of each Note. Subject to the renewal terms described herein, each Note will have the maturity date and the term set forth in that Holder's Note (the "**Term**"). The Term of each Note will automatically renew for successive Terms, at the same interest rate and upon such similar terms and conditions as are set forth in such Note, unless the Holder notifies the Manager in writing, at least forty-five (45) days before the end of such Term, that the Holder elects not to renew the Term (the Company may likewise elect not to renew on the same notice). If a Note is not renewed, the outstanding principal, together with accrued and unpaid interest through the maturity date, will be paid as promptly as reasonably practicable after the maturity date and in any event within ten (10) business days after the maturity date. Interest will not accrue during that post-maturity payment period. The Company may also prepay any Note prior to maturity without penalty. The Notes are issued and maintained in registered form, and ownership is reflected on the books and records of the Company or its designated registrar.
No Redemption	Investors may not redeem, withdraw, or otherwise exit their investment prior to the maturity date of their Note, and there is no redemption right, no put option, and no ability to request early repayment during a Term. An Investor may exit only at the end of a Term, by delivering written notice of non-renewal to the Manager at least forty-five (45) days before the maturity date; absent such notice, the Note automatically renews for a successive Term of equal length at the same interest rate. The Company may, in its sole discretion, prepay any Note prior to maturity without penalty.
Investment Criteria	The Manager reserves the right to allocate resources as it determines will best maximize returns and minimize risk depending on current market conditions. The Manager will have full discretion over the use and deployment of all of the Fund's capital.
Manager; Key Principals	Draft Horse Wealth Management LLC, a Texas limited liability company (the "**Manager**"). 5465 Legacy Dr., Suite 650, Plano, TX 75024 Key Principals:

	Caleb Caraway - Managing Partner and Chief Executive Officer Adil Kassam - Managing Partner & Chief Development Officer
Fund Administrator	NAV Consulting, Inc. (the "**Administrator**" or "**NAV**") has been engaged as the administrator of the Fund pursuant to a Service Agreement (the "**NAV Agreement**"). See "FUND ADMINISTRATOR."
Regulation D Exemption	This Offering is being conducted pursuant to Rule 506(c) of Regulation D promulgated under the Securities Act. Only verified Accredited Investors may participate.
Minimum Investment	$200,000 per Investor, or such other amount determined by the Manager at its sole discretion.
Maximum Offering	$6,000,000,000.
Offering Period	Ongoing from the date of the Offering Memorandum, unless earlier terminated by the Manager.
Lock-Up Period	From the date of acceptance of a Subscription Agreement, each Investor is locked in for the full Term of such Investor's Note and may not exit during a Term. Each Term automatically renews for a successive period of equal length, at the same interest rate, unless the Investor delivers written notice of non-renewal to the Manager at least forty-five (45) days before the maturity date.
Subscription Payment	The entire amount of the purchase price for a specific Note must be paid upon acceptance of a subscription. No further capital calls or capital contributions will be required or requested.

Other Terms of the Notes

No Ownership or Voting Rights	An investment in the Notes does not provide any ownership, equity, or membership interest in the Company, and the Holder has no voting rights or say in the management of the Company.
Non-Recourse; Non-Convertible	There is no recourse against any owner, director, officer, manager, or member of the Company. The Notes are not convertible into equity.
Expense Reimbursement	Draft Horse Wealth Management LLC, as Manager, pays all operational expenses from the excess returns it retains after paying amounts due to Investors under the Notes. The Company does not use offering proceeds to pay operational expenses.
Side Letters	The Manager may, in its sole discretion, enter into one or more side letters (each, a "**Side Letter**") with any Investor that modify, supplement, or waive terms applicable to such Investor's investment. The Manager shall have no obligation to offer any rights granted in a Side Letter to any other Investor.

Miscellaneous

Investor Reports	The Manager will provide periodic reports to Investors as determined appropriate. Financial statements will be prepared by independent accountants as required.

Federal Tax Matters	PROSPECTIVE INVESTORS ARE STRONGLY URGED TO CONSULT THEIR OWN TAX ADVISORS AND COUNSEL WITH RESPECT TO THE POSSIBLE TAX CONSEQUENCES TO THEM OF AN INVESTMENT IN THE COMPANY.
Securities Law Matters	The Notes have not been registered under the Securities Act or any state securities laws, and are offered in reliance on Rule 506(c) of Regulation D and corresponding state law exemptions.

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MANAGEMENT OF THE COMPANY

General

The Manager is responsible for all aspects of the Company's business, including the preparation of Investor reports and other communications, the distribution of Company funds, and the selection of the Portfolio Investments. The Manager is Draft Horse Wealth Management LLC, a Texas limited liability company.

Investors will have no right to participate in the management and control of the Company and will have no voice in its affairs.

Management Personnel

Name	Position
Caleb Caraway	Managing Partner & Chief Executive Officer
Adil Kassam	Managing Partner & Chief Development Officer

Biographical Information

Caleb Caraway – Managing Partner and Chief Executive Officer

Caleb Caraway is the Managing Partner and Chief Executive Officer of Draft Horse Wealth Management LLC and the Key Principal of Draft Horse Capital Partners LLC. He has extensive experience in private credit and alternative investments, with a focus on institutional-grade private lending strategies. Mr. Caraway previously founded and managed Corinthian Capital Partners LLC, where he developed expertise in structured lending and fund operations. He is responsible for the overall strategic direction of the Fund, investment decision-making, and investor relations.

Adil Kassam – Managing Partner and Chief Development Officer

Adil Kassam is the Managing Partner and Chief Development Officer of Draft Horse Wealth Management LLC. He is responsible for business development, investor relations, and strategic partnerships. Mr. Kassam brings a background in finance and capital markets and plays a key role in expanding the Fund's investor base and managing external relationships. He works closely with Mr. Caraway on the strategic growth of the organization.

Compensation of Management

The Manager does not charge a management fee or carried interest. The Manager generally expects to derive economic benefit from the spread between the returns generated by Portfolio Investments and the amounts payable under the Notes. One hundred percent (100%) of all proceeds from the sale of the Notes are deployed directly into Portfolio Investments. No portion of offering proceeds is retained for operational expenses, working capital reserves, or compensation.

Draft Horse Wealth Management LLC, as Manager, pays all costs of operating the Fund — including payments to service providers, legal counsel, auditors, the fund administrator, and other operational expenses — from the excess returns and spread it retains after paying amounts due to Investors under the Notes.

Beneficial Ownership

Draft Horse Wealth Management LLC owns 100% of the Fund.

Bad Actor Disqualification

No executive officer or manager of the Company or the Manager is subject to "bad actor" disclosure under Rule 506(d) of Regulation D.

Legal Proceedings

None of the following events have occurred that would have any material impact on the ability of any member of management to serve in such position: (1) no member of management has been a debtor in a bankruptcy proceeding in the past 5 years; (2) no member of management was an executive officer in an entity that was a debtor in a bankruptcy proceeding in the past 2 years; (3) no member of management has been convicted in a criminal proceeding in the past 5 years.

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FUND ADMINISTRATOR

NAV Consulting, Inc. (the "**Administrator**" or "**NAV**") has been engaged as the administrator of the Fund pursuant to a Service Agreement entered into with the Fund (the "**NAV Agreement**"). The Administrator is responsible for, among other things, calculating the Fund's net asset value, performing certain other accounting, back-office, data processing, processing subscriptions, redemptions and transfer activities of Investors in the Fund, certain anti-money laundering functions and related administrative services.

The NAV Agreement provides that the Administrator shall not be liable to the Fund, any Investor or any other person in absence of finding of willful misconduct, gross negligence, or fraud on the part of NAV. Furthermore, Fund shall indemnify and hold harmless the Administrator, its affiliates, and their respective officers, directors, shareholders, employees, agents and representatives (collectively, the "**NAV Parties**") from and against any liability, damages, claims, loss, cost or expense, including, without limitation, reasonable legal fees and expenses (individually, "**Loss**" and collectively, "**Losses**") arising from, related to, or in connection with the services provided to the Fund pursuant to the NAV Agreement, unless any such Losses are the direct result of the willful misconduct, gross negligence or fraud of NAV. In no event shall NAV have any liability to the Fund, any Investor or any other person or entity which seeks to recover alleged damages or losses in excess of the fees paid to NAV by the Fund in the one year preceding the occurrence of any loss, nor shall NAV be liable for any indirect, incidental, consequential, collateral, exemplary or punitive damages, including lost profits, revenue or data, regardless of the form of the action or the theory of recovery, even if NAV has been advised of the possibility of such damages or such damages were foreseeable. Any claim brought against NAV in connection with the NAV Agreement will be barred unless it is initiated within one year of the earlier of the disclosure of the event which is the subject of such claim or the date that the party advancing such claim knew or could with due inquiry have known of such event.

NAV shall not be liable to the Fund, any Investor or any other person for the actions or omissions of any agent, contractor, consultant or other third party performing any portion of the services under the NAV Agreement absent a finding of gross negligence or fraud on the part of NAV in appointing such agent, contractor, consultant or other third party.

NAV shall not be liable to the Fund, any Investor or any other person for actions or omissions made in reliance on instructions from the Fund or advice of legal counsel.

The services provided by NAV are purely administrative in nature. NAV has no responsibilities or obligations other than the services specifically listed in the NAV Agreement. No assumed or implied legal or fiduciary duties or services are accepted by or shall be asserted against NAV. NAV does not provide tax, legal, investment or accounting advice. NAV has no duty to communicate with Investors other than as set forth in Exhibit A of the NAV Agreement. NAV does not have custody of Fund's assets, it does not verify the existence of, nor does it perform any due diligence on the Fund's underlying investments, including, investments in or via related or affiliated entities. In connection with the payment processing functions, NAV shall not be responsible for performance of the due diligence on payment recipients other than in connection with payments for Investors' withdrawals from the Fund, which are subject to anti-money laundering review functions of the services.

The NAV Agreement also provides that it is the obligation of the Fund's management, and not of NAV, to review, monitor or otherwise ensure compliance by the Fund with the investment policies, restrictions or guidelines applicable to it or any other term or condition of the Fund's offering documents, including, without limitation, with its valuation policy or the Fund's stated investment strategy, and with laws and regulations applicable to its activities. The Fund's management's responsibility for the management of the Fund, including without limitation, the valuation of the Fund's assets and liabilities, including, defining and maintaining the valuation policy and for fair valuing the Fund's assets, the oversight of the services provided by NAV and the review of work product delivered by NAV shall not be affected by or limited by any of the services provided by NAV.

The NAV Agreement provides that NAV is entitled to rely on any information, including valuation information, received by NAV from the Fund, the Fund's management or other parties, including without limitation, broker-dealers and data vendors, without independent verification, audit, review, inquiry, or performing other due diligence and NAV shall not be liable to the Fund, any Investor or any other persons for losses suffered as a result of NAV relying on incorrect information. NAV has no responsibility to review, independently value, verify, compare to other pricing sources or otherwise perform due diligence on the valuation information. NAV may accept such information as accurate and complete without independent verification. Furthermore, NAV shall not be liable to the Fund, any Investor or any other person for any loss incurred as a result of an error or inaccuracy of any valuation information received from the Fund or from any pricing or valuation service or data service provider or delay, interruption in service or failure to perform of any pricing or valuation service or data service provider used by NAV.

Where the Fund makes investments via related entities, to produce net asset value calculation, NAV will use the valuation information of such intermediate, related entities. The valuation information of the intermediate, related entities may be provided by the Fund's manager or the manager of the intermediate, related entities. NAV is not responsible for performing any due diligence on any of the Fund's investments, including the intermediate, related entities and for verifying the existence of the end investments. The Fund is responsible for the completeness of records, documents and information provided to NAV to perform the services.

The Fund acknowledges the challenges in performing services for investments in digital assets due to the nature of this asset class, including its anonymity and opaqueness among other factors. Due to these factors and the fact that digital assets are in the early stages of their lives, NAV may not have independent access to information in the same manner as it does for traditional assets and has to rely on the information provided by the management of the Fund.

The Fund agrees that NAV has no responsibility to verify, confirm or validate the existence, ownership or control of any digital assets held by the Fund. To determine Fund's positions in digital assets in connection with the services, NAV will rely on the Fund's management representations about said positions. The representation by the Fund's management NAV is entitled to rely on, includes, without limitation, the position information of: 1. digital assets held in cold wallet, in the Fund's exchange account, or in the Fund's account with digital asset custodian, 2. the initial coin offerings ("**ICOs**"), 3. digital assets traded over-the-counter, 4. digital assets received due to forks, airdrops or similar transactions, and 5. digital assets acquired from Fund's mining. If the Fund holds the digital assets in cold wallet, NAV may confirm the amount of digital assets reported on the respective blockchain for the public key of the Fund, provided that given digital asset has a public blockchain and a public key to such blockchain was given by the Fund or its Fund's management to NAV. However, the Fund acknowledges that it is not possible for NAV to determine whether a public key belongs to the Fund. Provided that NAV receives read only access or read only API access, NAV may also confirm Fund's holdings based on the information apparent via such read only access or read only API access to the Fund's exchange accounts or Fund's accounts hosted by digital asset custodians. The Fund acknowledges that it is not possible for NAV to determine whether the API key belongs to the Fund. Shall the Fund engage in investing in the ICOs, the holdings in the ICOs and pre-sales may not be visible to NAV between the time of funding and the closing of the ICO. Accordingly, to perform the services, for the holdings in the ICOs and pre-sales, NAV will rely solely on the Fund's management representations regarding said positions. NAV may rely on the trade confirmations received from the Fund's management and other counterparties for the OTC transactions. Shall the Fund engage in mining of digital assets, NAV will not independently verify or otherwise perform any due diligence to determine that the digital assets acquired from mining were actually obtained as a result of Fund's mining activity and not from any other source. The Fund may receive assets due to forks, airdrop or similar transactions. NAV will not verify these transactions independently, but will rely solely on the information provided by the Management for these transactions. NAV may include in the Fund's net asset value assets due to forks, airdrops and similar transactions based on the Fund's management representations, even though these assets may not be reported by the exchanges in the Fund's exchange accounts or wallets. The assets due to forks, airdrops and similar transactions may be allocated to the Fund's exchange or wallet accounts with delays, however, there is a possibility that the Fund may not receive these assets during the Fund's lifetime. The Fund acknowledges and agrees that NAV will not be required to independently ascertain, confirm nor verify the accuracy of the representations, confirmations and other information relied on by NAV discussed in this paragraph in performing the services. NAV shall not be liable to the Fund, Investors or any other persons for losses suffered as a result of NAV's reliance on the aforementioned representations and other information relied on by NAV as discussed in this paragraph.

The Fund acknowledges challenges in obtaining valuation information for digital assets. To provide the services, NAV will rely on prices published by the digital asset exchanges. Each digital asset may be traded on various digital asset exchanges and there may be significant variations between the prices of the same digital asset traded on different digital asset exchanges. NAV will rely on the Fund's management to select the exchange to be used as a source for valuation of each digital asset and to decide what valuation point to use. Before being listed on an exchange, any ICOs and digital asset acquired from Fund's mining activities will be priced at cost or fair value as determined by the Fund's management. The cost of mining shall be determined by the Fund's management. The Fund acknowledges and agrees that NAV has no responsibility to independently verify or otherwise perform any due diligence on the cost of mining valuations. Once an ICO is listed on an exchange, NAV will rely on the Fund's management to select the source exchange and will use the prices published on that exchange. The Fund acknowledges and agrees that NAV has no responsibility to review, independently value, verify, compare to other pricing sources or otherwise perform due diligence on the digital asset valuation information and makes no representations or warranties with respect to its accuracy. The Fund agrees that it is the responsibility of the management of the Fund, and not NAV, to verify whether the exchanges selected by the Fund's management as a valuation source or used for trading are operating lawfully, including whether they are required to be registered with a regulator or whether they are registered.

The NAV Agreement provides that the services, including the anti-money laundering services provided by NAV, do not encompass monitoring of Fund's trading activity for the purposes of detecting or preventing money laundering. NAV Consulting, Inc. is not responsible for monitoring transactions affected by the Fund's management to ensure compliance with the applicable AML laws and regulations. NAV Consulting, Inc. does not monitor Fund's trading activities for the purposes of assuring compliance with OFAC Sanctions programs. For avoidance of doubt, for the purposes of this paragraph, trading shall include acquisition of digital assets from mining, forks, airdrop and similar transactions or participating in an ICO. In addition, shall the Fund accept the payments for subscriptions or redemptions in-kind in digital assets, the Fund acknowledges that

NAV is not able to confirm, verify, or ascertain the source of in-kind payments in digital assets due to the anonymity of digital assets and the Fund agrees that NAV shall not be responsible for monitoring such transactions for the purposes of detecting or preventing money laundering.

The information on investor statements and other reports produced by NAV shall not be considered an offer to sell or a solicitation of an offer to purchase any interest in the Fund, nor may it be used to induce or recommend the purchase or holding of any interest in the Fund.

The NAV Agreement bars non-parties from asserting third party beneficiary claims against NAV.

The Fund pays NAV fees out of the Fund's assets, generally based upon the size of the Fund, in accordance with NAV's standard schedule for providing similar services, subject to a monthly/quarterly minimum.

Either party may terminate the NAV Agreement on 180 days' prior written notice as well as on the occurrence of certain events.

Investors may review the NAV Agreement by contacting the Fund; provided, that NAV reserves the right not to disclose the fees payable thereunder.

NAV is not responsible for the preparation of this Confidential Memorandum or the activities of the Fund and therefore accepts no responsibility for any information contained in any other section of this Confidential Memorandum.

USA Funds Contact Information

Administrator	**NAV Fund Services** 1 Trans Am Plaza Drive, Suite 400 Oakbrook Terrace, Illinois 60181 T: +1 630.954.1919 Main@navconsulting.net
Subscriptions & Redemptions	**NAV Fund Services — Transfer Agency** 1 Trans Am Plaza Drive, Suite 400 Oakbrook Terrace, Illinois 60181 T: +1.630.954.1919 transfer.agency@navconsulting.net

Please note email is always preferred to speed up responses and avoid delays.

OTHER SERVICE PROVIDERS

Independent Auditor and Tax Advisor

Cherry Bekaert LLP (formerly Spicer Jeffries LLP) serves as the independent auditor and tax advisor to the Fund. Cherry Bekaert is responsible for performing annual audits of the Fund's financial statements in accordance with generally accepted auditing standards and providing tax advisory services in connection with the Fund's operations.

Securities Counsel

Scale LLP (Dori Karjian) serves as securities counsel to the Fund in connection with this Offering. Scale LLP assisted in the preparation of this Memorandum and related offering documents. Scale LLP represents the Manager and the Company and does not represent any Investor. Investors should consult their own legal counsel before making an investment in the Fund.

Banking and Custody

AXOS Bank serves as the banking and custodial institution for the Fund. Investor subscriptions are wired directly to the Fund's account at AXOS Bank. See "HOW TO INVEST" for wire transfer instructions.

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INVESTMENT CRITERIA AND BUSINESS PLAN

Draft Horse Capital Partners LLC is a private credit and alternative investment fund formed to deploy capital into Portfolio Investments across three primary categories: private credit, structured credit, and private equity. The Fund was formed on February 23, 2026, as a Texas limited liability company, and is managed by Draft Horse Wealth Management LLC.

Investment Mandate

The Manager has broad discretion to deploy Fund capital into investments it believes will generate attractive risk-adjusted returns. The Manager is not required to diversify across any particular asset class, geography, or investment type.

The Fund's primary investment categories include:

- **Private Credit** — including direct lending, bridge loans, mezzanine financing, and unsecured or secured promissory notes issued to or by third-party borrowers.
- **Structured Credit** — including asset-backed instruments, structured lending facilities, and other credit structures.
- **Private Equity** — including minority or majority equity stakes in private companies, co-investment opportunities, and other equity-oriented investments.

Investment Process

The Manager will evaluate each potential Portfolio Investment based on factors it deems relevant, which may include creditworthiness, collateral, return profile, market conditions, duration, and liquidity. The Manager reserves the right to decline any investment opportunity and to reallocate capital among Portfolio Investments as it deems appropriate.

Notwithstanding the foregoing, the Manager is not limited to the investment categories described above and may, in its sole and absolute discretion, pursue any other investment opportunities it deems appropriate.

No Guarantee of Results

There can be no assurance that the Fund will achieve its investment objectives. The Manager's investment decisions are speculative and involve significant risk. Past investment experience of the Manager or its principals does not guarantee future results. See "RISK FACTORS."

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SOURCES AND USES OF FUNDS

Use of Proceeds	Amount	% of Gross Proceeds
Portfolio Investments	100% of Net Proceeds	100%
Management Fees	$0	0%
Performance Fees	$0	0%
Operational Expenses	$0	0%
Total	100% of Net Proceeds	100%

One hundred percent (100%) of all net proceeds from the sale of Notes are deployed directly into Portfolio Investments. The Fund retains no portion of proceeds for management compensation, operational expenses, or working capital reserves.

Draft Horse Wealth Management LLC, as Manager, is responsible for paying all costs associated with operating the Fund from the excess returns and spread it retains after paying amounts due to Investors under the Notes.

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CONFLICTS OF INTEREST

A number of conflicts of interest are inherent in the relationships among the Company, the Manager, the Investors, and affiliates thereof.

Fiduciary Duties of Manager

The Manager is accountable as a fiduciary to the Company and generally must act in good faith in dealing with the Company and its assets.

Transactions with Affiliates

The Company may enter into transactions with the Manager or an Affiliate thereof if the terms of such transaction are commercially reasonable. Any such transactions will be on terms no less favorable to the Company than those available in arm's length transactions with unaffiliated parties.

Independent Activities of the Manager

The Manager may engage in other business ventures for its own account or for the account of others, and neither the Company nor any Investor shall have, by virtue of an investment in the Company, any interest in such business ventures.

Legal Representation

The Manager engaged Scale LLP as its legal counsel to assist in formation of the Fund and preparation of this Offering Memorandum. Scale LLP does not represent any Investor. Each prospective Investor is urged to seek independent legal counsel.

Limitation of Liability and Indemnification

Neither the Manager nor any of its members, officers, or directors will be liable to the Company for any act performed or omitted in good faith, provided that such act or omission does not constitute gross negligence, willful misconduct, or fraud.

INSOFAR AS INDEMNIFICATION FOR LIABILITIES ARISING UNDER THE SECURITIES ACT OF 1933 MAY BE PERMITTED TO DIRECTORS, OFFICERS OR PERSONS CONTROLLING THE COMPANY, THE COMPANY HAS BEEN INFORMED THAT IN THE OPINION OF THE SECURITIES AND EXCHANGE COMMISSION SUCH INDEMNIFICATION IS AGAINST PUBLIC POLICY AS EXPRESSED IN THE ACT AND IS THEREFORE UNENFORCEABLE.

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RISK FACTORS

AN INVESTMENT IN THE NOTES INVOLVES A HIGH DEGREE OF RISK. PROSPECTIVE INVESTORS SHOULD CAREFULLY REVIEW THIS ENTIRE OFFERING MEMORANDUM, INCLUDING THE RISK FACTORS DESCRIBED BELOW, BEFORE MAKING AN INVESTMENT DECISION. THE RISK FACTORS SET FORTH BELOW DO NOT PURPORT TO BE A COMPLETE ENUMERATION OR EXPLANATION OF ALL OF THE RISKS INVOLVED IN AN INVESTMENT IN THE NOTES. ADDITIONAL RISKS AND UNCERTAINTIES NOT PRESENTLY KNOWN TO THE COMPANY OR THE MANAGER, OR THAT ARE CURRENTLY DEEMED IMMATERIAL, MAY ALSO IMPAIR THE COMPANY'S OPERATIONS AND ADVERSELY AFFECT THE VALUE OF AN INVESTMENT IN THE NOTES.

GENERAL RISK DISCLOSURE AND FORWARD-LOOKING STATEMENTS

Certain statements contained in this Offering Memorandum constitute forward-looking statements. Forward-looking statements are generally identifiable by the use of words such as "may," "will," "should," "expect," "intend," "anticipate," "estimate," "believe," "project," "target," "seek," "plan," or similar expressions. These statements are based upon assumptions, expectations, estimates, projections, and analyses made by the Company and the Manager in light of their experience and perception of historical trends, current conditions, expected future developments, and other factors believed to be appropriate under the circumstances.

Forward-looking statements are inherently uncertain and involve substantial risks and contingencies, many of which are beyond the control of the Company and the Manager. Actual results may differ materially from those anticipated in any forward-looking statement. No representation or warranty is made that any projections, forecasts, estimates, targets, or opinions contained in this Memorandum will be realized. Prospective Investors should not place undue reliance upon forward-looking statements.

An investment in the Notes should be considered speculative and suitable only for persons who are capable of evaluating the merits and risks of such investment and who can bear the loss of their entire investment. There can be no assurance that the Company will achieve its investment objectives, generate positive returns, preserve capital, make scheduled interest payments, or repay principal at maturity.

RISKS RELATING TO THE NOTES

The Notes Are Unsecured Obligations of the Company.

The Notes constitute unsecured obligations of the Company only. The Notes are not secured by any collateral, mortgage, lien, pledge, security interest, guaranty, reserve account, insurance policy, or other credit enhancement. Investors will have no direct claim against any specific asset, Portfolio Investment, borrower, collateral package, or other investment held by the Company. In the event the Company is unable to satisfy its obligations under the Notes, Investors may lose all or a substantial portion of their investment.

Investors Are Creditors Only and Do Not Have Ownership Rights.

Holders of Notes are creditors of the Company and are not equity holders, members, partners, shareholders, or owners of the Company. Investors will not participate in the profits, appreciation, gains, carried interest, incentive compensation, or residual value of the Company's Portfolio Investments except to the extent reflected in the fixed contractual payments due under their Notes. Investors will have no voting rights, management rights, consent rights, inspection rights (except as required by applicable law), or ability to influence investment decisions.

The Company's Ability to Repay the Notes Depends on Portfolio Performance.

The Company's ability to make interest payments and repay principal under the Notes depends upon the performance, liquidity, timing, and realization of its Portfolio Investments. If the Company's investments perform poorly, experience losses, suffer payment defaults, become impaired, or fail to generate anticipated cash flows, the Company may be unable to satisfy its obligations under the Notes.

The Notes Are Illiquid Investments.

The Notes are subject to substantial restrictions on transfer and are not expected to be listed on any securities exchange or quoted on any trading market. There is no public market for the Notes and none is expected to develop. As a result, Investors should be prepared to hold their Notes until maturity and may be unable to liquidate their investment when desired or at all.

Investors Have No Redemption Rights.

Unlike many investment funds, Investors do not have the right to redeem, withdraw, tender, or otherwise require the Company to repurchase their Notes prior to maturity. The Notes are intended to be held through their stated term. An Investor experiencing financial hardship, changed circumstances, or a need for liquidity may be unable to access invested capital before maturity.

The Notes Automatically Renew Unless You Opt Out, and Principal Is Repaid After Maturity.

Each Note automatically renews for successive Terms of equal length, at the same interest rate, and upon the same terms and conditions, unless the Holder delivers written notice of non-renewal to the Manager at least forty-five (45) days before the maturity date. An Investor who does not deliver timely notice will remain invested for an additional Term and will be unable to exit until the end of that Term. In addition, in the event of a renewal, principal is not paid on the maturity date; upon non-renewal, the Company may repay the outstanding principal as late as ten (10) business days after the maturity date, and no interest accrues on the Notes during that post-maturity payment period. Investors therefore may not receive a return of the principal until after the maturity date and will earn no interest during the interval between the maturity date and the date of payment of principal.

The Company May Prepay Notes.

The Company generally retains the right to repay Notes prior to their stated maturity date. As a result, Investors may receive principal earlier than anticipated and may be unable to reinvest such proceeds at comparable rates of return. Changes in interest rates, market conditions, or the Company's investment opportunities may increase the likelihood of prepayment.

The Notes Are Not Bank Deposits and Are Not Insured.

The Notes are not deposits or obligations of any bank and are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC), the Securities Investor Protection Corporation (SIPC), or any governmental agency or private insurer. Investors bear the full risk of loss associated with their investment.

Bankruptcy and Insolvency Risk.

If the Company becomes insolvent, enters bankruptcy, receivership, liquidation, restructuring, or similar proceedings, Investors will be treated as general unsecured creditors. In such circumstances, Investors may recover only a fraction of the amounts owed under the Notes or may receive no recovery at all. Bankruptcy proceedings may significantly delay payments otherwise due under the Notes.

Future Liabilities May Reduce Recovery.

Although the Company currently does not intend to incur material indebtedness, the Company may incur liabilities and obligations arising from its operations, investment activities, litigation, taxes, contractual arrangements, or other matters. Such liabilities may reduce the assets available to satisfy obligations owed to Holders of Notes.

Fixed Returns May Underperform Alternative Investments.

The return available to Investors under the Notes is contractually limited to the interest rate specified in the applicable Note. If the Company's Portfolio Investments significantly outperform expectations, the economic benefit of such performance generally will accrue to the Company and its sole member rather than to Holders of Notes. Investors therefore may underperform alternative investment opportunities that provide participation in investment upside.

INVESTMENT STRATEGY AND PORTFOLIO RISKS

The Company Has Broad Investment Discretion.

The Manager possesses broad discretion in selecting, acquiring, managing, restructuring, disposing of, and otherwise administering Portfolio Investments. Investors will have no ability to approve, reject, or influence investment decisions. The success of the Company depends substantially on the Manager's judgment, skill, experience, and investment process. There can be no assurance that the Manager's investment decisions will be successful.

The Company's Investment Strategy Is Opportunistic.

The Company intends to pursue a broad investment mandate that may include private credit, structured credit, distressed investments, asset-backed investments, direct lending, structured lending arrangements, private equity investments, special situations, and other investment opportunities that the Manager believes offer attractive risk-adjusted returns. Such flexibility may result in investments that differ materially from those initially anticipated by Investors.

The Company Is Not Required to Diversify.

The Company is not subject to mandatory diversification requirements and may concentrate a substantial portion of its assets in a limited number of investments, industries, counterparties, asset classes, borrowers, geographic regions, or economic sectors. Poor performance by a small number of investments could materially and adversely affect the Company's financial condition and ability to satisfy its obligations under the Notes.

Portfolio Investments May Be Speculative.

Many Portfolio Investments may involve borrowers, issuers, counterparties, assets, or business enterprises that possess limited operating histories, significant leverage, financial distress, operational challenges, concentrated customer relationships, uncertain cash flows, or other elevated risk characteristics. Such investments may be speculative and subject to substantial loss.

The Company May Invest in Distressed or Non-Performing Assets.

The Manager may pursue investments involving distressed borrowers, non-performing loans, restructurings, workouts, special situations, or other challenged credits. Such investments involve substantial uncertainty regarding recoveries, timing of payments, legal rights, collateral value, restructuring outcomes, and ultimate realizations.

The Company May Originate Loans.

The Company may directly originate loans or other credit facilities. Loan origination involves underwriting risk, documentation risk, servicing risk, collection risk, fraud risk, and borrower performance risk. The Company may make inaccurate assumptions regarding a borrower's ability or willingness to repay indebtedness.

Portfolio Investments May Become Impaired.

Changes in economic conditions, interest rates, credit quality, market liquidity, borrower performance, industry dynamics, legal developments, technological changes, or other factors may impair the value of Portfolio Investments. Once impaired, an investment may not recover its value and could result in partial or complete loss.

The Company May Experience Delays in Realizing Investments.

Portfolio Investments may be illiquid and may not be readily sold, refinanced, restructured, or monetized. Market disruptions, borrower defaults, legal proceedings, contractual restrictions, or adverse market conditions may delay realization events and impair the Company's ability to generate cash necessary to satisfy obligations under the Notes.

Past Performance Is Not Predictive of Future Results.

Any information concerning prior investments, historical performance, prior business experience, or prior transactions involving the Manager or its principals should not be viewed as indicative of future results. Investment markets and economic conditions change over time, and past success does not guarantee future performance.

STRUCTURED CREDIT AND SECURITIZED PRODUCT RISKS

The Company May Invest in Complex Structured Credit Instruments.

The Company may invest in structured credit instruments, securitizations, asset-backed securities, collateralized loan obligations ("**CLOs**"), collateralized debt obligations ("**CDOs**"), collateralized bond obligations ("**CBOs**"), mortgage-backed securities, receivables-backed financings, structured notes, and other structured finance products. These instruments may be highly complex and may involve legal, structural, valuation, modeling, servicing, counterparty, liquidity, and documentation risks that are difficult to evaluate. The performance of structured credit instruments may differ materially from the performance of the underlying assets and may be adversely affected by factors that are not readily apparent.

Subordination and Waterfall Risks.

Many structured credit investments allocate losses and cash flows through contractual priority-of-payment waterfalls. Investments held by the Company may be subordinate to one or more classes of debt, preferred interests, reserve accounts, servicing obligations, hedging arrangements, or other claims. As a result, relatively small losses in the underlying collateral pool may disproportionately impair the Company's investment and materially reduce recoveries.

Asset-Backed Securities Risk.

The value and performance of asset-backed securities depend on the performance of the underlying receivables, loans, leases, mortgages, consumer obligations, commercial obligations, or other financial assets backing such securities. Defaults, delinquencies, prepayments, modifications, servicing failures, fraud, documentation deficiencies, collateral deterioration, and adverse economic conditions may materially impair cash flows and investment value.

Collateral Performance Risk.

The Company may invest in securities or instruments whose value depends upon the performance of pools of loans or other financial assets originated by third parties. The Company generally will not control the underwriting standards, servicing practices, collection procedures, borrower selection criteria, or operational conduct of the parties responsible for such assets. Deficiencies in any of these areas may adversely affect investment performance.

Servicing and Special Servicing Risk.

Structured credit investments frequently rely on servicers, collateral managers, trustees, administrators, custodians, special servicers, and other third parties to administer underlying assets and enforce contractual rights. Poor servicing performance, servicing errors, conflicts of interest, financial distress, operational failures, fraud, or insolvency affecting such parties may materially impair investment value and recovery prospects.

Credit Enhancement May Prove Inadequate.

Certain structured credit investments may benefit from credit enhancement mechanisms, including reserve accounts, overcollateralization, guarantees, excess spread, insurance, subordination, or other structural protections. Such protections may prove inadequate to absorb losses during periods of economic stress or elevated default rates. Investors should not assume that any credit enhancement will eliminate or substantially mitigate investment losses.

Modeling and Structural Assumption Risk.

Structured credit investments often depend on complex financial models and assumptions concerning default rates, loss severities, prepayment behavior, recovery rates, interest rate movements, correlations, and economic conditions. Actual results may differ materially from modeled assumptions, potentially resulting in substantial losses.

Distressed Debt and Special Situations Risk.

The Company may invest in distressed debt, non-performing loans, bankruptcies, restructurings, workouts, rescue financings, litigation-driven opportunities, special situations, and other challenged assets. Such investments involve substantial uncertainty regarding timing, recoveries, legal outcomes, collateral values, creditor rights, restructuring negotiations, and ultimate realizations. Distressed investments frequently involve litigation, contested claims, and prolonged holding periods.

Recovery Rates May Be Lower Than Anticipated.

The Manager's assessment of collateral value, recovery prospects, legal enforceability, restructuring outcomes, or liquidation proceeds may prove inaccurate. Actual recoveries may be substantially lower than expected, resulting in losses to the Company.

Counterparty Risk.

The Company may enter into transactions involving borrowers, originators, issuers, counterparties, servicers, custodians, trustees, banks, brokers, dealers, and other financial institutions. The insolvency, financial deterioration, operational failure, fraud, misconduct, or nonperformance of any such party may adversely affect the Company's investments and operations.

Documentation and Enforcement Risk.

The value of many credit investments depends upon the enforceability of loan agreements, security agreements, guarantees, intercreditor arrangements, servicing agreements, and related transaction documents. Legal defects, documentation errors, fraud, filing deficiencies, perfection failures, priority disputes, or adverse judicial interpretations may impair the Company's rights and reduce recoveries.

The Company May Invest in Assets with Limited Historical Performance Data.

Certain investments may involve newly originated assets, emerging asset classes, novel financing structures, specialty finance platforms, or other investments for which limited historical performance information exists. The absence of reliable performance data may increase the risk of investment losses.

VALUATION, LIQUIDITY AND MARKET RISKS

Portfolio Investments May Be Difficult to Value.

Many of the Company's investments may not trade on established securities exchanges or active markets. Valuations may therefore depend upon estimates, models, assumptions, broker quotations, third-party pricing services, comparable transactions, discounted cash flow analyses, or other subjective methodologies. Different valuation methodologies may produce materially different results.

Valuations May Not Reflect Realizable Value.

The value assigned to a Portfolio Investment may not represent the amount ultimately realized upon sale, restructuring, refinancing, liquidation, enforcement, or disposition. During periods of market stress, the difference between reported value and actual realizable value may be significant.

Market Disruptions May Adversely Affect Portfolio Investments.

Financial markets periodically experience periods of volatility, illiquidity, dislocation, and systemic stress. Such conditions may impair the Company's ability to originate, acquire, finance, value, restructure, refinance, sell, or otherwise realize value from Portfolio Investments.

Interest Rate Risk.

Changes in interest rates may materially affect the value and performance of the Company's investments. Rising interest rates may increase borrower defaults, reduce asset values, widen credit spreads, impair refinancing opportunities, and reduce liquidity. Declining interest rates may increase prepayments and reduce anticipated returns.

Credit Spread Risk.

The value of credit investments is significantly influenced by prevailing credit spreads. Widening spreads may reduce asset values even if underlying borrower performance remains unchanged. Changes in market sentiment, economic conditions, monetary policy, geopolitical developments, or investor risk tolerance may cause significant spread volatility.

Inflation Risk.

Inflation may increase operating costs, reduce real investment returns, impair borrower performance, increase financing costs, reduce consumer purchasing power, and negatively affect the value of financial assets held by the Company.

Macroeconomic Risk.

Economic recessions, financial crises, banking sector instability, geopolitical events, armed conflicts, pandemics, supply chain disruptions, changes in government policy, trade restrictions, and other macroeconomic developments may adversely affect borrowers, counterparties, collateral values, financial markets, and the Company's investments.

Liquidity Risk.

Many investments held by the Company may be illiquid and may not be readily sold at favorable prices or within desired timeframes. The Company may be required to hold investments longer than anticipated or dispose of assets at substantial discounts to estimated value.

Cash Flow Mismatch Risk.

The timing of cash flows generated by the Company's investments may differ from the timing of obligations owed under the Notes. Delays in borrower payments, restructurings, refinancings, enforcement actions, asset sales, or realization events may adversely affect the Company's liquidity and ability to satisfy obligations under the Notes.

Market Prices May Decline Rapidly.

The market value of debt securities and structured credit instruments may decline rapidly due to changes in economic conditions, borrower performance, interest rates, market sentiment, investor demand, regulatory developments, or other factors. Such declines may occur with little warning and may materially impair the Company's financial condition.

MANAGER, OPERATIONAL AND SERVICE PROVIDER RISKS

The Company Is Highly Dependent Upon Caleb Caraway, Adil Kassam and Other Key Personnel.

The Company's success depends substantially upon the experience, judgment, relationships, and efforts of Caleb Caraway, Adil Kassam and other key personnel of the Manager. The loss, incapacity, departure, reduced involvement, death, disability, or unavailability of such individuals could materially impair the Company's ability to identify, evaluate, manage, and realize investments.

Key Person Risk.

The Manager is a relatively small organization and may have limited personnel resources compared to larger investment managers. The Company may not have sufficient personnel, infrastructure, or succession resources to effectively manage all aspects of its operations during periods of growth, market stress, or personnel turnover.

Operational Risk.

The Company's operations involve numerous risks, including human error, internal control failures, processing errors, accounting mistakes, technology failures, communication failures, cybersecurity incidents, recordkeeping deficiencies, fraud, and other operational disruptions. Such events may result in financial losses, regulatory issues, reputational damage, or litigation.

Reliance on Third-Party Service Providers.

The Company relies upon third-party service providers, including fund administrators, custodians, accountants, attorneys, consultants, valuation providers, technology providers, and other vendors. The failure of any such service provider to perform its responsibilities adequately, accurately, or timely may adversely affect the Company's operations.

Fund Administration Risk.

The Company relies upon NAV Consulting, Inc. and potentially other administrators for accounting, administrative, reporting, transfer agency, investor servicing, and related functions. Errors, omissions, delays, cybersecurity incidents, personnel issues, system failures, or service interruptions affecting such providers may adversely impact the Company and its Investors.

Cybersecurity and Technology Risks.

The Company and its service providers depend heavily on information technology systems, electronic communications, cloud-based infrastructure, and third-party software platforms. Cyberattacks, ransomware, phishing schemes, unauthorized access, data breaches, denial-of-service attacks, system outages, software defects, or other technology failures may result in operational disruption, financial loss, regulatory exposure, or reputational harm.

Fraud Risk.

The Company may suffer losses due to fraud, forgery, misrepresentation, identity theft, cybercrime, financial statement manipulation, borrower misconduct, employee misconduct, vendor misconduct, or other fraudulent activities. Fraud may be difficult to detect and may result in substantial losses.

Insurance May Be Inadequate.

The Company may not maintain insurance coverage against all risks or losses. Even where insurance exists, such coverage may be unavailable, insufficient, contested, subject to exclusions, or otherwise inadequate to compensate the Company for losses incurred.

Internal Controls May Be Inadequate.

As a growing investment platform, the Company may not possess the same level of operational infrastructure, compliance resources, technology systems, internal controls, or personnel as larger institutional investment managers. Deficiencies in internal controls may result in losses, reporting errors, regulatory issues, or operational disruptions.

CONFLICTS OF INTEREST AND GOVERNANCE RISKS

The Manager and Its Affiliates Have Conflicts of Interest.

The Manager, its principals, employees, affiliates, and related parties may engage in business activities, investment activities, advisory activities, lending activities, consulting activities, or other ventures that compete with, overlap with, or differ from the activities of the Company. Such persons are not obligated to devote their full time to the affairs of the Company and may allocate time, resources, opportunities, personnel, and attention among multiple business interests.

The Manager May Pursue Other Investment Opportunities.

The Manager and its affiliates may sponsor, manage, advise, invest in, or otherwise participate in investment vehicles, separately managed accounts, proprietary accounts, family office investments, consulting engagements, lending activities, or other investment opportunities that pursue investment strategies similar to, competitive with, or overlapping those of the Company. Such activities may create conflicts regarding allocation of investment opportunities, personnel, resources, and management attention.

Allocation of Investment Opportunities.

The Manager may encounter situations in which multiple clients, accounts, affiliated entities, or proprietary investment vehicles seek to pursue the same investment opportunity. The Manager generally will have broad discretion in determining how investment opportunities are allocated among such parties. There can be no assurance that any particular opportunity will be allocated to the Company.

Conflicts Regarding Investment Decisions.

The Manager may have financial, business, personal, or contractual relationships with borrowers, lenders, issuers, counterparties, service providers, portfolio companies, restructuring participants, creditors, consultants, or other parties involved in transactions pursued by the Company. Such relationships may create actual or perceived conflicts of interest.

Valuation Conflicts.

The Manager may participate in the valuation process for Portfolio Investments. Because valuations may affect management decisions, performance reporting, fundraising efforts, future investment opportunities, and other economic interests of the Manager and its affiliates, conflicts of interest may arise in connection with valuation determinations.

Affiliate Transactions.

The Company may enter into transactions with the Manager or its affiliates, including co-investments, referrals, consulting arrangements, servicing arrangements, financing arrangements, expense allocations, reimbursement arrangements, administrative arrangements, or other transactions. Such transactions may not be negotiated on terms equivalent to those that would be available in arm's-length transactions with unrelated third parties.

Investors Have Limited Governance Rights.

Holders of Notes possess only the contractual rights set forth in their Notes and applicable law. Investors do not possess voting rights, management rights, consent rights, removal rights, approval rights, or other governance protections commonly associated with ownership interests in investment funds or operating businesses. As a result, Investors will have limited ability to influence the management or operations of the Company.

Side Letter Risk.

The Company and the Manager may enter into side letters or other arrangements with certain Investors that provide rights, benefits, reporting obligations, economic terms, information rights, transfer rights, or other accommodations that differ from those applicable to other Investors. Such arrangements may create disparities among Investors and may adversely affect the interests of other Investors.

The Manager's Interests May Differ From Those of Investors.

The economic interests of the Manager, its principals, and its affiliates may differ from those of Investors. Decisions made by the Manager may benefit the Manager or its affiliates while adversely affecting the Company or Investors. Although the Manager intends to act in good faith, conflicts may arise for which no satisfactory resolution exists.

OFFERING, REGULATORY AND TAX RISKS

Reliance on Exemptions From Securities Registration.

The Notes are being offered and sold in reliance upon exemptions from registration under the Securities Act and applicable state securities laws. If the Offering fails to qualify for such exemptions, the Company could become subject to rescission claims, enforcement actions, penalties, litigation, or other adverse consequences.

The Notes Are Subject to Transfer Restrictions.

The Notes have not been registered under the Securities Act or applicable state securities laws and are subject to significant restrictions on transfer. Investors may not freely transfer, sell, assign, pledge, or otherwise dispose of their Notes. Such restrictions may significantly impair liquidity and limit an Investor's ability to realize value from its investment.

The Company Relies on an Exemption From Registration Under the Investment Company Act.

The Company intends to rely upon an exemption from registration under the Investment Company Act of 1940, as amended (the **"Investment Company Act"**), including, without limitation, Section 3(c)(1) thereof. The availability of such exemption depends upon satisfaction of certain conditions and limitations. If the Company were required to register as an investment company, substantial restrictions, regulatory burdens, expenses, and operational limitations could be imposed upon the Company, which could materially and adversely affect Investors.

Changes in Law Could Adversely Affect the Company.

Legislative, regulatory, administrative, judicial, tax, accounting, reporting, banking, securities, credit, lending, bankruptcy, consumer finance, and other legal developments may adversely affect the Company, its Portfolio Investments, its counterparties, or its Investors. Future legal changes may occur with little notice and may materially alter the Company's business model, investment strategy, profitability, or operations.

<u>The Regulatory Environment Applicable to Credit Markets May Change</u>.

Governmental authorities continue to evaluate and revise regulations affecting lending activities, structured finance transactions, securitizations, consumer finance, specialty finance, financial institutions, private funds, and investment advisers. Such changes may increase compliance costs, restrict investment opportunities, reduce profitability, or otherwise adversely affect the Company.

<u>The Manager May Become Subject to Additional Regulation</u>.

Changes in applicable law, assets under management, investment activities, business operations, or regulatory interpretations could result in the Manager becoming subject to additional regulatory requirements, registration obligations, reporting obligations, examinations, compliance programs, or enforcement oversight.

<u>Tax Laws May Change</u>.

Federal, state, local, and foreign tax laws are subject to change, potentially with retroactive effect. Changes in tax law may adversely affect the Company, its investments, its Investors, or the after-tax return realized by Investors.

<u>Tax Treatment of the Notes May Differ From Expectations</u>.

The U.S. federal, state, local, and foreign tax consequences of an investment in the Notes are complex and depend upon each Investor's individual circumstances. Tax authorities may challenge positions taken by the Company or Investors, and courts may interpret applicable tax laws differently than anticipated. Investors should consult their own tax advisers regarding all tax consequences of an investment in the Notes.

<u>Withholding Taxes May Apply</u>.

Payments made under the Notes may be subject to federal, state, local, or foreign withholding taxes. The Company may be required to withhold taxes from payments made to Investors and remit such amounts to governmental authorities. Investors may receive less than the full amount otherwise payable under the Notes.

<u>Non-U.S. Investors Face Additional Risks</u>.

Non-U.S. Investors may be subject to withholding taxes, information reporting obligations, tax filing obligations, regulatory requirements, exchange control restrictions, sanctions laws, anti-money laundering laws, and other legal requirements. The tax treatment of non-U.S. Investors may vary significantly based upon individual circumstances and applicable law.

<u>The Portfolio Interest Exemption May Not Be Available</u>.

Although the Company intends that the Notes be issued and maintained in registered form and may seek to structure the Notes in a manner intended to facilitate eligibility for the portfolio interest exemption under applicable U.S. federal income tax rules, no assurance can be given that any Investor will qualify for such treatment. The availability of any exemption from withholding tax will depend upon the facts and circumstances applicable to each Investor, including the provision of required tax documentation. If an exemption is unavailable, payments under the Notes may be subject to withholding taxes.

Tax Reporting and Compliance Obligations.

Investors may be required to provide tax forms, certifications, beneficial ownership information, anti-money laundering information, or other documentation requested by the Company. Failure to provide such information may result in withholding, delayed payments, additional reporting, or other adverse consequences.

ERISA AND BENEFIT PLAN INVESTOR CONSIDERATIONS

Benefit Plan Investors Face Additional Regulatory Considerations.

Investors that are employee benefit plans, retirement plans, individual retirement accounts, entities holding plan assets, or other arrangements subject to ERISA or Section 4975 of the Internal Revenue Code should carefully consider the fiduciary, prohibited transaction, reporting, prudence, diversification, and other legal requirements applicable to their investment decisions.

Fiduciaries Are Responsible for Investment Decisions.

The Company, the Manager, and their respective affiliates do not undertake to provide investment advice, fiduciary advice, or recommendations to Benefit Plan Investors. Fiduciaries responsible for Benefit Plan Investors must independently determine whether an investment in the Notes is prudent, suitable, and consistent with applicable legal requirements and governing documents.

Prohibited Transaction Risk.

The acquisition, holding, or disposition of the Notes by a Benefit Plan Investor could, under certain circumstances, result in a prohibited transaction under ERISA or Section 4975 of the Internal Revenue Code. The consequences of a prohibited transaction may include excise taxes, penalties, rescission, fiduciary liability, and other adverse consequences.

Changes in ERISA and Related Laws.

ERISA, the Internal Revenue Code, Department of Labor regulations, and related legal authorities are subject to change. Future changes in applicable law, regulations, interpretations, or enforcement priorities may adversely affect Benefit Plan Investors and their investment in the Notes.

Benefit Plan Investors Should Consult Their Own Advisers.

Prospective Benefit Plan Investors should consult their own legal, tax, fiduciary, and other professional advisers regarding the advisability and consequences of an investment in the Notes.

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FEDERAL INCOME TAX MATTERS

General.

The following discussion is a summary of certain material U.S. federal income tax considerations associated with an investment in the Notes. This summary is not intended to be a complete analysis of all tax consequences that may be relevant to a particular Investor. The tax consequences of an investment in the Notes will depend upon the Investor's individual circumstances, including the Investor's tax status and the jurisdiction in which the Investor is subject to taxation.

The Company is organized as a Texas limited liability company and is expected to be treated as a disregarded entity for U.S. federal income tax purposes. The Company does not intend to be treated as a partnership or corporation for U.S. federal income tax purposes. Accordingly, Investors are not expected to be treated as equity owners, members, or partners of the Company for U.S. federal income tax purposes solely by reason of their ownership of Notes.

Treatment of the Notes.

The Company intends to treat each Note as indebtedness of the Company for U.S. federal income tax purposes. By acquiring a Note, each Investor generally will be deemed to agree to such treatment. Interest paid or accrued on a Note generally is expected to constitute ordinary interest income to the Investor at the time such interest is received or accrued, depending upon the Investor's method of accounting for U.S. federal income tax purposes.

The U.S. federal income tax treatment of debt instruments is complex and depends upon numerous factors, including the terms of the applicable Note, the Investor's tax status, and applicable tax law. No assurance can be given that the Internal Revenue Service (the "**IRS**") or a court would agree with the Company's intended treatment of the Notes.

Withholding and Information Reporting.

Payments made under the Notes may be subject to U.S. federal backup withholding, withholding tax, information reporting requirements, or other tax compliance obligations. Investors may be required to provide tax certifications, IRS Forms W-9, W-8BEN, W-8BEN-E, or other documentation requested by the Company or its agents. Failure to provide required information may result in withholding, delayed payments, or other adverse consequences.

Considerations Applicable to Non-U.S. Investors.

Non-U.S. Investors may be eligible for exemption from U.S. federal withholding tax on certain interest payments under the portfolio interest exemption and other applicable provisions of the Internal Revenue Code. The availability of any such exemption depends upon the facts and circumstances applicable to the particular Investor, including satisfaction of ownership limitations, certification requirements, and other conditions prescribed by applicable law.

The Company intends that the Notes be issued and maintained in registered form and may seek to administer the Notes in a manner intended to facilitate eligibility for the portfolio interest exemption where available. However, no representation or assurance is made that any Investor will qualify for such treatment or that the portfolio interest exemption will apply to any particular Investor. Non-U.S. Investors should consult their own tax advisors regarding the availability and application of the portfolio interest exemption and other relevant tax rules.

No Tax Opinion; Consultation with Tax Advisors Recommended.

No ruling has been or will be sought from the IRS with respect to any tax matter relating to the Company, the Notes, or an investment therein. In addition, no legal opinion concerning the tax consequences of an investment in the Notes is being provided to Investors.

THE U.S. FEDERAL, STATE, LOCAL, AND FOREIGN TAX CONSEQUENCES OF AN INVESTMENT IN THE NOTES MAY VARY SUBSTANTIALLY DEPENDING UPON THE PARTICULAR CIRCUMSTANCES OF EACH INVESTOR. EACH PROSPECTIVE INVESTOR IS URGED TO CONSULT ITS OWN TAX ADVISORS REGARDING THE TAX CONSEQUENCES OF ACQUIRING, HOLDING, AND DISPOSING OF THE NOTES.

Treasury Department Circular 230 Notice

To ensure compliance with Treasury Department Circular 230, Investors are hereby notified that any tax discussion contained in this Memorandum is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code. Such discussion was written in connection with the promotion or marketing of the transactions described herein. Each taxpayer should seek advice from an independent tax advisor based on the taxpayer's particular circumstances.

PROSPECTIVE INVESTORS ARE STRONGLY URGED TO CONSULT THEIR OWN TAX ADVISORS AND COUNSEL WITH RESPECT TO THE POSSIBLE TAX CONSEQUENCES TO THEM OF AN INVESTMENT IN THE COMPANY. THESE TAX CONSEQUENCES MAY BE DIFFERENT FOR DIFFERENT INVESTORS. NO TAX OPINION OF COUNSEL IS BEING PROVIDED WITH THIS MEMORANDUM OR OFFERING.

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ADDITIONAL INFORMATION

Investors may direct questions with respect to the Notes and may obtain additional information by contacting the Manager:

Manager	Draft Horse Wealth Management LLC
Contact	Attn: Caleb Caraway, Managing Partner & CEO
Address	5465 Legacy Dr., Suite 650, Plano, TX 75024
Phone	(281) 770-0716
Email	Caleb@drafthorsewealth.com | Adil@drafthorsewealth.com

Other material exhibits may be available for review upon written request to the Manager, including the Company Agreement, the NAV Service Agreement, and audited financial statements (when available).

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SIGNATURE PAGE TO PRIVATE PLACEMENT MEMORANDUM

By signing below, the undersigned hereby acknowledges that they: (i) have received a copy of the Draft Horse Capital Partners LLC Private Placement Memorandum dated as of the date set forth below; (ii) have carefully read and understand the foregoing Offering Memorandum in its entirety; (iii) have been given the opportunity to ask questions of and receive information from the Company concerning the terms and conditions of this Offering; and (iv) agree to be bound by the terms and conditions described therein.

The undersigned understands that this is a confidential private placement memorandum and agrees not to disclose any information contained herein or disseminate, distribute, or copy this private placement memorandum without the prior written consent of the Manager.

Draft Horse Capital Partners LLC

By: Draft Horse Wealth Management LLC, its Manager

____

Authorized Signature

____

Print Name

____

Title (if applicable)

Dated: ____________________________

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ANNEX I — SUBSCRIPTION AGREEMENT

The Subscription Agreement is provided as a separate document to each prospective Investor and is incorporated herein by reference. Investors must complete, execute, and return the Subscription Agreement to the Manager prior to funding their investment. In the event of any inconsistency between this Memorandum and the Note, the Note shall control with respect to the economic and contractual rights of Holders.

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EXHIBIT A — FORM OF PROMISSORY NOTE

The Form of Promissory Note is provided as a separate document to each Investor upon acceptance of their Subscription Agreement. Each Note sets forth the specific interest rate, Term, payment schedule, and other terms applicable to that Investor as agreed in the Subscription Agreement. The general terms of the Notes are described in this Offering Memorandum under "SUMMARY OF THE OFFERING."

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