

PRIVATE PLACEMENT MEMORANDUM INDEX

Preface: MISSION STATEMENT

I. ORGANIZATION AND GOOD STANDING

LEGAL FORMATION	1
OWNERSHIP, STOCKHOLDER RIGHTS, ARTICLES, MINUTES	2

II. CAPITALIZATION AND SHAREHOLDERS 3

III. COMPANY AND MANAGEMENT

MANAGEMENT / KEY PERSONNEL	4
INTERVIEWS	5
MISCELLANEOUS	6
DESCRIPTION OF PRODUCT AND/OR SERVICES	7
BUSINESS PLAN	8
EMPLOYEE RELATIONS	9
ORGANIZATION CHART	10
BUSINESS HISTORY	11
HISTORICAL FINANCIAL DATA	12

IV. FINANCIAL

NET WORTH AND FINANCIAL STATUS	13
TAX RETURNS	14
INTERNAL CONTROLS	15
BANK RELATIONSHIPS/AUDIT STATUS	16
INSURANCE	17
COMPENSATION/COMMISSIONS	18
FINANCIAL PROJECTIONS	19

V. LEGAL ISSUES/OTHER MATTERS

OFFERING DOCUMENT	20
LEGAL OPINIONS	21
ESCROW/SUITABILITY	22
BLUE SKY	23
AGENCY AND SUBAGENCY AGREEMENTS	24
LITIGATION STATUS	25
LAW FIRMS, COUNSEL	26
INVESTOR RELATIONS	27

VI. MARKETING/SALES 28

VII. REFERENCES 29

VIII. EXHIBITS 30

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Company Name, Inc.

600,000 Shares (\$1,500,000)

Company Name, Inc. is offering 600,000 shares of its Common Stock (the “Common Stock” or the “Shares”) at a price of \$2.50 per share (the “Offering”). The Shares are being offered only to “accredited investors” (as defined by Regulation D of the Securities Act of 1933, as amended (the “Act”)). We require a minimum investment of \$30,000 but reserve the right to waive this minimum at our discretion.

We also reserve the right to increase the offering to 690,000 shares to cover over-subscriptions. In the event all 690,000 shares are sold the total proceeds to the Company would be \$1,725,000, before deducting expenses.

We may accept subscriptions as they are received and subscribers have no assurance that all or any minimum portion of the Shares will be sold. We also reserve the right to withdraw, cancel or modify this offering and to reject subscriptions in whole or in part for the purchase of any of the Shares. This offering will terminate on October 31, ____ unless we extend the offering for up to 30 days after October 31, _____. No notice of extension is required to be given to investors who have already subscribed before the extension takes place. Instructions for purchasing the Common Stock are in the “Plan of Distribution” section of this memorandum.

We are offering our Common Stock through our officers and directors. Subject to the approval of our board of directors, we may also enter into selling agreements with other individuals or firms and pay an agent’s fee to such individuals or firms of up to 10% of the price of each Share sold by such individuals or firms, as well as certain expenses of such individuals or firms. We may also issue options or warrants to such individuals or firms. We will not pay any cash commissions to our officers and directors in connection with this offering, but we will reimburse their out-of-pocket expenses.

An investment in Company Name is speculative and involves a high degree of risk. You should carefully consider the “Risk Factors” beginning on page 8 of this memorandum.

Number: _____

Offeree: _____

The date of this Confidential Private Placement Memorandum is July 30, ____.

TABLE OF CONTENTS

IMPORTANT NOTICES.....	28
OFFERING SUMMARY	30
RISK FACTORS.....	33
USE OF PROCEEDS	41
DIVIDEND POLICY.....	41
CAPITALIZATION	42
DILUTION.....	43
BUSINESS.....	44
MANAGEMENT	48
CERTAIN TRANSACTIONS	53
PRINCIPAL STOCKHOLDERS	54
DESCRIPTION OF CAPITAL STOCK.....	55
PLAN OF DISTRIBUTION	56
RESTRICTIONS ON TRANSFER.....	57
ADDITIONAL MATERIAL AVAILABLE UPON REQUEST	57
LEGAL MATTERS.....	58

Exhibits

Financial Statements.....	A
Subscription Agreement.....	B

IMPORTANT NOTICES

You are urged to read this memorandum carefully. This memorandum is not all-inclusive and does not contain all the information that you may desire in investigating Company Name. You must conduct and rely on your own evaluation of us and the terms of this offering, including the merits and risks involved in making a decision to buy our stock. We will make available to you, prior to the sale of shares described in this memorandum, the opportunity to ask questions of, and receive answers from, our management concerning the terms and conditions of this offering and to obtain any additional information (including information made available to other investors), to the extent we possess it or can acquire it without unreasonable effort or expense, which may be necessary to verify the accuracy of the information in this memorandum. We may require you to sign a confidentiality agreement if you wish to receive additional information that we deem to be proprietary. You may mail questions, inquiries, and requests for information to _____ Drive, _____, _____, or call _____, Chief Executive Officer; _____, Chief Operating Officer; _____, Chief Strategy Officer and Interim Chief Financial Officer, or _____, President at _____. You, and your representatives, if any, will be asked to acknowledge in the Subscription Agreement that you were given the opportunity to obtain additional information and that you did so or elected to waive the opportunity.

No representations or warranties of any kind are intended nor should any be inferred with respect to the economic viability of this investment or with respect to any benefits which may accrue to an investment in our stock. We, and our directors, officers and employees, do not in any way represent, guarantee or warrant an economic gain or profit with regard to our business or that favorable income tax consequences will flow therefrom. We do not in any way represent or warrant the advisability of buying our shares. Any projections or other forward-looking statements or opinions contained in this memorandum constitute estimates by us based upon sources deemed to be reliable, but the accuracy of this information is not guaranteed nor should you consider the information all-inclusive.

You should not consider the contents of this memorandum as legal, business or tax advice. Prior to making a decision to buy our shares, you should carefully review and consider this memorandum and should consult your own attorneys, business advisors and tax advisors as to legal, business and tax related matters concerning this offering.

RESTRICTIONS ON USE OF MEMORANDUM

This memorandum is for review by the recipient only. The recipient, by accepting delivery of this memorandum, agrees to return this memorandum, all enclosed or attached documents and all other documents, if any, provided in connection with the offering to Company Name if the recipient does not undertake to purchase any of the securities offered hereby. This memorandum is furnished for the sole use of the recipient, and for the sole purpose of providing information regarding the offer and sale of our stock. We have not authorized any other use of this information. Any distribution of this memorandum to a person other than representatives of the person or entity named on the cover page is unauthorized, and any reproduction of this memorandum or the divulgence of any of its contents, without our prior written consent is prohibited. The delivery of this memorandum or other information does not imply that the memorandum or other information is correct as of any time subsequent to the date appearing on the cover of this memorandum.

EXCLUSIVE NATURE OF CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

The delivery of this memorandum does not constitute an offer in any jurisdiction to any person to whom such offer would be unlawful in such jurisdiction. You should rely only on the information