

**OFFERING MEMORANDUM**  
**PART II OF OFFERING STATEMENT (EXHIBIT A TO FORM C)**

**Buzzlot15LLC DBA activebuddys.net**  
**1755 Crescent Ave. Klamath Falls, Oregon 97601**  
**541-281-0333**  
**Activebuddys.net**



**10% of common stock**

**A crowdfunding investment involves risk. You should not invest any funds in this offering unless you can afford to lose your entire investment.**

**In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.**

**The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or literature.**

**These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.**

## **THE OFFERING**

\$100,000 with a deadline of April 18, 2017

The issuer will accept investment in excess of the target amount. Oversubscriptions will be used to recruit new members and make some small changes to the website. We need an Iphone app. and an automatic checkout for advertisers.

## **THE COMPANY AND ITS BUSINESS**

### **The company's business**

The company's current business is a startup. We plan to use the proceeds gained to register new subscribers. This company sells advertising on activebuddys.net that will benefit the members that are signed up in our dozens of activity pages and local pages. As of this time we have no sales, no supply chain and a customer base of roughly 300 friends and family. We have no liabilities, no litigations, and no competition.

Further information about the company and its business appears at the "Company" tab on the company's profile on StartEngine.com and as Exhibit C to the Form C of which this Offering Memorandum forms a part.

### **Due diligence**

## THE TEAM

### Officers and directors

[List all officers and directors or persons performing similar roles, such as managers of LLCs. The term “officer” means a president, vice president, secretary, treasurer or principal financial officer, comptroller or principal accounting officer, and any person routinely performing similar functions. All these people should also appear in the “Team” tab in the StartEngine profile. Additionally, upload the bios below into “Finances and Risks/Background of Directors and Officers.”]:

John M. Wagner	CEO
Irene V. Wagner	Treasurer
Name	Title
Name	Title

*John M. Wagner*

[A brief bio of each person named above. Give all positions and offices with the issuer held by such persons, the period of time in which such persons served in the position or office and their business experience during the past three years, including:

- Retired after 40 years of fuel transportation.

Irene V. Wagner Retired school secretary.

### Related party transactions

\$50,000 from an investment from Irene Wagner.

## RISK FACTORS

[The SEC requires the company to identify risks that are specific to its business and its financial condition. The company is still subject to all the same risks that all companies in its business, and all companies in the economy, are exposed to. These include risks relating to economic downturns, political and economic events and technological developments (such as hacking and the ability to prevent hacking). Additionally, early-stage companies are inherently more risky than more developed companies. You should consider general risks as well as specific risks when deciding whether to invest. ]

Risks can include but are not limited the following (Note, each included risk should include a paragraph explanation):

- Yes, the company is operational and there are no going concerns.
- Yes, we only have one product which is the sale of ad space on our website. The site is free to members.
- We do believe our site is new. We are going to put advertisers on a site where their main customers are. The only thing like it is dating sites which depend on subscription services from their members. We will never allow popup ads or intrusive ads like some other sites. If this happens, we will ban the advertisers from the site. All we are doing is putting links to their sites.
- We have a team of 3. One team member is our IT professional and the other is a graphic artist. They are independent contractors.
- Since we are a startup, we depend mainly on the IT person.
- No, the company is not a “money pit”. It has been fully paid for as we built it.
- We have no competition.
- We are not dependent on any other entity.
- The valuation for the company was decided upon by the CEO, CIO, and Treasurer.
- The rights of the investors are spelled out in the security clause.
- The money will be used mainly to flood social media marketing to gain new members.
- We have no unprotected intellectual property.
- We feel very secure in our site. The only information we ask for is user name, email address, age, city, and most common language spoken.
- Yes, that is correct. We don't have enough members yet to start targeting advertisers. Until advertiser decide to use us, we have no data to call on.

These are the principal risks that relate to the company and its business:

The principal risk to the company is that we can't get enough members to join. Our first major goal would be to register 1% of the United States population which would be roughly 3,000,000 members.

## **OWNERSHIP AND CAPITAL STRUCTURE; RIGHTS OF THE SECURITIES**

### **Ownership**

[Table showing who owns the company's voting power as of DATE NO MORE THAN 120 DAYS PREVIOUS]:

John M. Wagner	50%
Irene V. Wagner	50%
<b>Name</b>	<b>Percentage voting power</b>

Activebuddys.net an operational website is the only security we hold.

### **Classes of securities**

The rights for shareholders will be nonvoting unless the lender owns at least 20%.

### **What it means to be a minority holder**

The risks of being a minority holder is the same with any other security. If the shareholder chooses to sell shares back to the company, he or she will be given fair market value. We do not foresee any additional issuances of securities.

### **Dilution**

The company will not be diluted.

### **Transferability of securities**

For a year, the securities can only be resold:

- In an IPO;
- To the company;
- To an accredited investor; and
- To a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

## **FINANCIAL STATEMENTS AND FINANCIAL CONDITION; MATERIAL INDEBTEDNESS**

### **Financial statements**

Our financial statements for the period ending 12/31/2016 can be found in Exhibit B to the Form C of which this Offering Memorandum forms a part.

## **Financial condition**

### *Results of operations*

[Discuss historical results of operations if company has an operating history.]

### *Financial milestones*

Operationally we are fine. Liquid assets continue to be an issue.

### *Liquidity and capital resources*

The company's liquidity has been dependent on savings accounts and IRA's. We raised \$340 from a Go Fund Me account. We have no bank loans or any indebtedness.

## **Recent offerings of securities**

## **Valuation**

Valuation of securities was arrived at by using a calculator. We calculated the amount of activities times the cost of advertising, times a rough estimate of the amount of cities in the world.

## **USE OF PROCEEDS**

The use of proceeds will be to target social media marketing and register users starting in the western part of the United States and then branch out from there. We do have some additional things to do to the site including an Iphone app and an automated checkout system for the advertisers.

### ***Irregular Use of Proceeds***

We have no Irregular use of proceeds and do not envision any.

[If Issuer participates in the Marketing Fund Advance Program]

[ISSUER] qualified for the StartEngine Marketing Fund Advance Program and has received up to [\$XX] exclusively for the marketing and advertising of this campaign. This amount will be repaid, in full, to StartEngine whether or not the raise is successful.

## **REGULATORY INFORMATION**

### **Disqualification**

There are no bad acts.

### **Annual reports**

Annual reports will be made on the website at the end of our fiscal year. 12/31

### **Compliance failure**

No we have not failed to comply with regulation CF.

## **INVESTING PROCESS**

See Exhibit E to the Offering Statement of which this Offering Memorandum forms a part.

### **Updates**

Information regarding the progress of the offering appears on the company's profile page on StartEngine.com.

[END OF EXHIBIT A]

**EXHIBIT B TO FORM C**

**FINANCIAL STATEMENTS AND INDEPENDENT ACCOUNTANT'S REVIEW  
FOR [COMPANY]**

*\*Please send financial statements - Balance Sheet, Income Statements, Statement of Cash Flow, Statement of Changes in Equity For Past 2 Years and independent accountant's' review in PDF format. StartEngine will add these items to the offering memorandum.*

**EXHIBIT C TO FORM C**

**INFORMATION ABOUT THE COMPANY'S BUSINESS FROM STARTENGINE  
WEBSITE (SCREENSHOTS)**

*\*To be done by StartEngine*

**EXHIBIT D TO FORM C**

**VIDEO TRANSCRIPT FOR [COMPANY]**

[Insert Transcript]

## **EXHIBIT E TO FORM C**

### **STARTENGINE SUBSCRIPTION PROCESS**

#### Platform Compensation

- As compensation for the services provided hereunder by StartEngine Capital, Issuer shall pay to StartEngine Capital at the conclusion of the offering a fee consisting of a 5% (five percent) commission based on the amount of investments raised in the Offering and paid upon disbursement of funds from escrow at the time of a closing. The commission is paid in cash and in securities of the Issuer identical to those offered to the public in the Offering at the sole discretion of StartEngine Capital and reimbursement of certain expenses related to the Offering. The securities paid to the Site, if any, will be of the same class and have the same terms, conditions and rights as the securities being offered and sold by the Issuer on the Site.

#### Information Regarding Length of Time of Offering

- Investment Cancellations: Investors will have up to 48 hours prior to the end of the offering period to change their minds and cancel their investment commitments for any reason. Once the offering period is within 48 hours of ending, investors will not be able to cancel for any reason, even if they make a commitment during this period.
- Material Changes: Material changes to an offering include but are not limited to: A change in minimum offering amount, change in security price, change in management, etc. If an issuing company makes a material change to the offering terms or other information disclosed, including a change to the offering deadline, investors will be given five business days to reconfirm their investment commitment. If investors do not reconfirm, their investment will be cancelled and the funds will be returned.

#### Hitting The Target Goal Early & Oversubscriptions

- StartEngine Capital will notify investors by email when the target offering amount has hit 25%, 50% and 100% of the funding goal. If the issuing company hits its goal early, and the offering minimum of 21 days has been met, the issuing company can create a new target deadline at least 5 business days out. Investors will be notified of the new target deadline via email and will then have the opportunity to cancel up to 48 hours before new deadline.
- Oversubscriptions: We require all issuers to accept oversubscriptions. This may not be possible if: 1) it vaults an issuer into a different category for financial statement requirements (and they do not have the requisite financial statements); or 2) they reach \$1M in investments.
- If the sum of the investment commitments does not equal or exceed the target offering

amount at the offering deadline, no securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.

- If a StartEngine issuer reaches their target offering amount prior to the deadline, they may conduct an initial closing of the offering early if they provide notice about the new offering deadline at least five business days prior to the new offering deadline (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment). StartEngine will notify investors when the issuer meets its target offering amount. Thereafter, the issuer may conduct additional closings until the offering deadline.

#### Minimum and Maximum Investment Amounts

- In order to invest, to commit to an investment or to communicate on our platform, users must open an account on StartEngine Capital and provide certain personal and non-personal information including information related to income, net worth, and other investments.
- Investor Limitations: Investors are limited in how much they can invest on all crowdfunding offerings during any 12-month period. The limitation on how much they can invest depends on their net worth (excluding the value of their primary residence) and annual income. If either their annual income or net worth is less than \$100,000, then during any 12-month period, they can invest up to the greater of either \$2,000 or 5% of the lesser of their annual income or net worth. If both their annual income and net worth are equal to or more than \$100,000, then during any 12-month period, they can invest up to 10% of annual income or net worth, whichever is less, but their investments cannot exceed \$100,000.

**EXHIBIT F TO FORM C**

**OTHER INFORMATION**