

MEMORANDUM# 40013 ISSUED TO: _____

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

HighLine Gold, LLC
A Wyoming Limited liability company

\$250,000,000

Minimum Offering Amount: \$250,000

\$250,000 per Promissory Note (Unit)

MINIMUM PURCHASE - 1 Promissory Note

5% Annual Rate of Return, Paid Annually

Maturity Date: 24 months

Redemption at Maturity - \$272,500 per Unit

HighLine Gold LLC, a Wyoming Limited liability company (hereinafter referred to as the “COMPANY”), is offering by means of this Confidential Private Placement Memorandum a minimum of Two Hundred (200) and a maximum of Eight Hundred (800) Unsecured Promissory Notes (“Notes”) at an offering price of Two Hundred and Fifty Thousand (\$250,000.00) Dollars per Note, for a minimum of Two Hundred and Fifty Thousand Dollars (\$250,000) and a maximum total of Ten Million Dollars (\$10,000,000), to qualified investors who meet the Investor Suitability Requirements set forth herein (see “INVESTOR SUITABILITY REQUIREMENTS”). Each Investor must agree to purchase the Notes, as a lender to the Company, for investment purposes only, and execute a Subscription Agreement in the form contained in the accompanying Subscription Booklet (see “TERMS OF THE OFFERING”).

TPA Project Financing Capital Pool Number Four

ACCREDITED INVESTORS ONLY

THE SECURITIES OFFERED HEREBY ARE SPECULATIVE AND INVESTMENT IN THE UNSECURED NOTES OFFERED HEREBY INVOLVES A HIGH DEGREE OF RISK (SEE “RISK FACTORS”). INVESTORS MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD AND BE ABLE TO WITHSTAND A TOTAL LOSS OF THEIR INVESTMENT.

	Offering Price	Selling Commissions	Proceeds to Company
Per Unit	\$250,000.00	\$250,000.00	\$250,000.00
Minimum Units	\$250,000.00	\$250,000.00	\$250,000.00
Maximum Units	\$10,000,000.00	\$100,000	\$900,000

HighLine Gold, LLC

1712 PIONEER AVE STE 500
CHEYENNE, WY 82001

Telephone: (833) 356-5917

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The date of this Private Placement Memorandum is June 2nd, 2023

TPA Project Financing Capital Pool Number Four

TABLE OF CONTENTS

IMPORTANT NOTICES.....	6
DISCLAIMERS.....	6
JURISDICTIONAL (NASAA) LEGENDS.....	8
1. SUMMARY OF THE OFFERING.....	10
2. THE COMPANY	11
3. MANAGEMENT.....	12
3.1 LLC MANAGERS.....	12
4. TERMS OF THE OFFERING.....	12
4.1 GENERAL TERMS OF THE OFFERING.....	12
4.3 NONTRANSFERABILITY OF NOTES.....	13
4.4 CLOSING OF THE OFFERING.....	13
5. PLAN OF DISTRIBUTION.....	14
5.1 OFFERING OF NOTES	14
5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS.....	15
6. DESCRIPTION OF NOTES.....	15
6.1 NOTES.....	15
6.2 SECURITY FOR PAYMENT OF THE NOTES.....	16
6.3 REPORTS TO NOTEHOLDERS.....	16
7. USE OF PROCEEDS.....	16
8. CAPITALIZATION STATEMENT.....	17
8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING.....	17
9. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.....	18
9.1 RESULTS OF OPERATIONS.....	18
9.2 LIQUIDITY AND CAPITAL RESOURCES.....	18
10. CERTAIN TRANSACTIONS.....	18
10.1 YOUR STATE LIMITED LIABILITY COMPANY.....	18
10.2 PRIVATE OFFERING OF NOTES.....	18

TPA Project Financing Capital Pool Number Four

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY.....	19
11.1 GENERAL.....	19
11.2 INDEMNIFICATION.....	19
12. RISK FACTORS.....	20
12.1 FORMATION OF THE COMPANY.....	20
12.2 CONTROL BY COMPANY.....	20
12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT.....	20
12.4 LIMITED TRANSFERABILITY OF THE NOTES.....	21
12.5 CAPITALIZATION OF THE COMPANY.....	21
12.6 REGULATIONS.....	21
12.7 CUSTOMER BASE AND MARKET ACCEPTANCE.....	22
12.8 COMPETITION.....	22
13. PRINCIPAL SHAREHOLDERS.....	23
14. HOW TO INVEST.....	23
15. INVESTOR SUITABILITY REQUIREMENTS.....	24
15.1 INTRODUCTION.....	24
15.2 GENERAL SUITABILITY.....	24
15.3 ACCREDITED INVESTORS.....	25
15.4 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY.....	27
16. LITIGATION	28
17. ADDITIONAL INFORMATION.....	28
18. FORECASTS OF FUTURE OPERATING RESULTS.....	29
19. GLOSSARY OF TERMS.....	29
EXHIBITS:	
EXHIBIT A: SUBSCRIPTION AGREEMENT.....	A
EXHIBIT B: PROMISSORY NOTE.....	B
EXHIBIT C: INVESTOR QUESTIONNAIRE.....	C
EXHIBIT D: BUSINESS PLAN.....	D
EXHIBIT E: FINANCIALS.....	E

IMPORTANT NOTICES

This Confidential Private Placement Offering Memorandum (“Memorandum”) is submitted to you on a confidential basis solely for the purpose of evaluating the specific transaction described herein. This information shall not be photocopied, reproduced or distributed to others without the prior written consent of HighLine Gold, LLC (“Company”). If the recipient determines not to purchase any of the Notes offered hereby, it will promptly return all material received in connection herewith without retaining any copies.

DISCLAIMERS

THE NOTES OFFERED HEREBY IN THIS OFFERING MEMORANDUM HAVE NOT BEEN REGISTERED WITH, OR APPROVED, BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, NOR HAVE SUCH NOTES OR THIS MEMORANDUM BEEN FILED WITH OR REVIEWED BY THE ATTORNEY GENERAL OF ANY STATE OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THIS OFFERING IS BASED ON THE EXEMPTION FROM SUCH REGISTRATION AS SET FORTH IN RULE 506(c) OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED.

THE INVESTMENT DESCRIBED IN THIS MEMORANDUM INVOLVES RISKS, AND IS OFFERED ONLY TO INDIVIDUALS WHO CAN AFFORD TO ASSUME SUCH RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO AGREE TO PURCHASE THE NOTES ONLY FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TOWARD THE TRANSFER, RESALE, EXCHANGE OR FURTHER DISTRIBUTION THEREOF. THERE WILL BE NO PUBLIC MARKET FOR THE NOTES ISSUED PURSUANT TO THIS OFFERING MEMORANDUM. THE RESALE OF THE NOTES ARE LIMITED BY FEDERAL AND STATE SECURITIES LAWS AND IT IS THEREFORE RECOMMENDED THAT EACH POTENTIAL INVESTOR SEEK COUNSEL SHOULD THEY DESIRE MORE INFORMATION.

THE PRICE OF THE NOTES AS DESCRIBED IN THIS OFFERING MEMORANDUM HAS BEEN ARBITRARILY DETERMINED BY THE SPONSORS OF THIS INVESTMENT, AND EACH PROSPECTIVE INVESTOR SHOULD MAKE AN INDEPENDENT EVALUATION OF THE

TPA Project Financing Capital Pool Number Four

FAIRNESS OF SUCH PRICE UNDER ALL THE CIRCUMSTANCES AS DESCRIBED IN THE ATTACHED OFFERING MEMORANDUM.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION IN CONNECTION WITH THIS MEMORANDUM, EXCEPT SUCH INFORMATION AS IS CONTAINED OR REFERENCED IN THIS MEMORANDUM. ONLY INFORMATION OR REPRESENTATIONS CONTAINED OR REFERENCED HEREIN MAY BE RELIED UPON AS HAVING BEEN MADE BY THE COMPANY. PROSPECTIVE INVESTORS WHO HAVE QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS PRIVATE OFFERING MEMORANDUM OR WHO DESIRE ADDITIONAL INFORMATION OR DOCUMENTATION TO VERIFY THE INFORMATION CONTAINED HEREIN SHOULD CONTACT THE COMPANY. PROJECTIONS OR FORECASTS CONTAINED IN THIS PRIVATE OFFERING MEMORANDUM, OR OTHER MATERIALS, MUST BE VIEWED ONLY AS ESTIMATES. ALTHOUGH ANY PROJECTIONS CONTAINED IN THIS MEMORANDUM ARE BASED UPON ASSUMPTIONS WHICH THE COMPANY BELIEVES TO BE REASONABLE, THE ACTUAL PERFORMANCE OF THE COMPANY MAY DEPEND UPON FACTORS BEYOND THE CONTROL OF THE COMPANY. NO ASSURANCE CAN BE GIVEN THAT THE COMPANY'S ACTUAL PERFORMANCE WILL MATCH ITS INTENDED RESULTS.

JURISDICTIONAL (NASAA) LEGENDS

FOR RESIDENTS OF ALL STATES: THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN A PARTICULAR STATE. IF YOU ARE UNCERTAIN AS TO WHETHER OR NOT OFFERS OR SALES MAY BE LAWFULLY MADE IN ANY GIVEN STATE, YOU ARE HEREBY ADVISED TO CONTACT THE COMPANY. THE SECURITIES DESCRIBED IN THIS MEMORANDUM HAVE NOT BEEN REGISTERED UNDER ANY STATE SECURITIES LAWS (COMMONLY CALLED "BLUE SKY" LAWS). THESE SECURITIES MUST BE ACQUIRED FOR INVESTMENT PURPOSES ONLY AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION OF SUCH SECURITIES UNDER SUCH LAWS, OR AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THE STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OF SALE MAY BE MADE IN ANY PARTICULAR STATE.

NOTICE TO ARIZONA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE ARIZONA SECURITIES ACT IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION PURSUANT TO A.R.S. SECTION 44-1844 (1) AND THEREFORE CANNOT BE RESOLD UNLESS THEY ARE ALSO REGISTERED OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

During the course of the Offering and prior to any sale, each offeree of the Shares and his or her professional advisor(s), if any, are invited to ask questions concerning the terms and conditions of the Offering and to obtain any additional information necessary to verify the accuracy of the information set forth herein. Such information will be provided to the extent the Company possess such information or can acquire it without unreasonable effort or expense.

EACH PROSPECTIVE INVESTOR WILL BE GIVEN AN OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, MANAGEMENT OF THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE COMPANY POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORTS OR EXPENSE, NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS MEMORANDUM. IF YOU HAVE ANY QUESTIONS WHATSOEVER REGARDING THIS OFFERING, OR DESIRE ANY ADDITIONAL INFORMATION OR DOCUMENTS TO VERIFY OR SUPPLEMENT THE INFORMATION CONTAINED IN THIS MEMORANDUM, PLEASE EMAIL:

HighLine Gold, LLC
Investor Relations
homeoffice@backedgold.com

1. SUMMARY OF THE OFFERING

THE FOLLOWING SUMMARY IS QUALIFIED IN ITS ENTIRETY BY MORE DETAILED INFORMATION THAT MAY APPEAR ELSEWHERE IN THIS PRIVATE PLACEMENT MEMORANDUM. EACH PROSPECTIVE INVESTOR IS URGED TO READ THIS PRIVATE OFFERING MEMORANDUM IN ITS ENTIRETY.

HighLine Gold, LLC (the “Company”) was formed on July 13th, 2021 as a Wyoming Limited liability company., Registration Number: 2021-001-019958. The Company is in the business of 1712 Pioneer Ave, Ste 115, Cheyenne, Wyoming 82001.

The Securities offered are 800 Hundred (800) Notes issued by the Company at Two Hundred and Fifty Thousand (\$250,000.00) Dollars per Note, payable in cash at the time of subscription (see “Exhibit “B” for copy of Promissory Note). The minimum purchase is one (1) Note. The Notes have an annual rate of return of sixteen (16%) percent simple interest, paid annually, with a maturity date of Twenty Four (24) months from the Commencement Date of each Note. The Notes offered pursuant to this Private Placement Memorandum will be unsecured.

None of the Notes are convertible to Membership Units, or other type of equity, in the Company. The Principal may be prepaid, at the sole discretion of the Company, without a prepayment penalty. This offering will commence on June 2nd, 2023, and will terminate no later than July 31, 2023, unless extended by the Company (see “TERMS OF THE OFFERING”).

The gross proceeds of the offering will be a minimum of Fifty Million (\$50,000.00) Dollars and a maximum of Two Hundred Million (200,000,000.00) Dollars. The use of the proceeds is to as described herein (see “USE OF PROCEEDS”).

Use of Proceeds:

The investment funds received through the 506(c) placement will be utilized to provide loans for project financing worldwide, following a specific investment structure. This structure requires that borrowers invest a minimum of 2.5% of the loan amount in the same 506(c) placement, thereby aligning their interests with the investment fund and

TPA Project Financing Capital Pool Number Four

promoting a shared commitment to project success.

The funds raised will be allocated as follows:

1. **Project Financing:** The majority portion of the funds will be dedicated to financing various projects across different industries and geographies. These projects may include infrastructure development, renewable energy initiatives, real estate ventures, technology innovations, and other economically viable opportunities. The loans provided will support the implementation and execution of these projects.
2. **Due Diligence and Risk Assessment:** A portion of the funds will be allocated towards conducting thorough due diligence and risk assessment for potential borrowers and projects. This includes evaluating the financial viability, creditworthiness, and feasibility of the projects, as well as assessing the overall risk associated with each investment opportunity. Comprehensive analysis will be performed to ensure sound investment decisions.
3. **Legal and Administrative Expenses:** Some funds will be utilized for legal and administrative purposes, including hiring legal professionals, consultants, and advisors to ensure compliance with relevant regulations and to facilitate the necessary documentation and contractual agreements. This also covers expenses related to the administration and management of the investment fund.
4. **Research and Market Analysis:** A portion of the funds will be allocated for ongoing research and market analysis to identify emerging trends, potential investment opportunities, and market dynamics. This proactive approach will help the investment fund stay informed about global market conditions, enabling better decision-making and enhancing the overall performance of the portfolio.
5. **Reserve and Contingency:** A portion of the funds will be set aside as a reserve and contingency pool. This reserve will provide an additional layer of financial security, ensuring the fund's ability to address unforeseen circumstances, mitigate potential risks, and manage any potential default situations that may arise during the loan repayment period.

It's important to note that the actual allocation of funds may vary depending on the specific investment strategy, market conditions, and the investment manager's discretion. This use of proceeds serves as a general framework for deploying the funds raised through the 506(c) placement to provide loans for project financing worldwide, while maintaining a minimum borrower investment in the same placement.

TPA Project Financing Capital Pool Number Four

2. THE COMPANY

HighLine Gold, LLC (the “Company”) was formed on July 13th, 2021, as a Nevada Limited liability company. At the date of this offering, One Thousand (1,000) of the Company’s Membership Units were authorized, issued and outstanding. The Company is in the business of 1712 Pioneer Ave, Ste 115, Cheyenne, Wyoming 82001

2.1 OPERATIONS

Operations Section: Success of Project Funding Worldwide and Borrower Contributions

1. **Project Evaluation and Selection:** a. The investment fund's operations will involve a rigorous evaluation process to identify potential projects for financing worldwide. The fund's management team, along with relevant experts and advisors, will conduct comprehensive due diligence on prospective projects. This evaluation process will consider factors such as project feasibility, financial viability, market potential, and risk analysis. b. Projects that meet the fund's investment criteria will be selected for funding. The decision-making process will involve thorough review, analysis, and approval by the fund's investment committee or designated investment professionals.
2. **Borrower Contributions:** a. As part of the 506(c) placement, borrowers seeking project financing will be required to contribute a minimum of 2.5% of the loan amount to the same investment fund. This ensures that borrowers have a vested interest in the success of the project and aligns their goals with the fund's objectives. b. Borrower contributions will be made upfront or as specified in the loan agreement. These contributions demonstrate the borrower's commitment and help mitigate potential risks by sharing the financial burden.
3. **Loan Disbursement and Monitoring:** a. Upon project selection and approval, the investment fund will disburse the loan funds to the borrower according to agreed-upon terms and conditions. b. The fund will establish a comprehensive monitoring and reporting system to track the progress of funded projects. This will include periodic financial and operational updates from the borrower, site visits, and regular communication to ensure project milestones and targets are being met.
4. **Risk Management and Mitigation:** a. The investment fund will implement robust risk management practices to mitigate potential risks associated with project financing. This includes continuous monitoring of financial, market, and operational risks throughout the loan term. b. Risk mitigation strategies may involve maintaining appropriate loan-to-value ratios, establishing loan covenants, conducting regular performance reviews, and implementing contingency plans to

TPA Project Financing Capital Pool Number Four

address any adverse events.

5. Reporting and Transparency: a. The investment fund will provide regular reports to investors, detailing the performance of the fund's overall portfolio, individual projects, and financial metrics. b. Transparency will be a priority, and investors will have access to accurate and timely information regarding the fund's operations, borrower contributions, project updates, and any material events or developments that may impact their investment.
6. Investor Communications and Engagement: a. The fund will establish clear communication channels with investors, providing periodic updates on the fund's operations, performance, and any relevant developments. b. Investor inquiries and concerns will be promptly addressed, and the fund will strive to maintain open and transparent communication to foster trust and confidence.

The operations of the investment fund under the 506(c) agreement will prioritize effective project evaluation, borrower contributions, loan disbursement, risk management, reporting, and investor engagement. By adhering to these operational practices, the fund aims to ensure the success of project funding worldwide and the alignment of borrower interests with the fund's objectives.

SEE “EXHIBIT D - BUSINESS PLAN.”

2.2 BUSINESS PLAN

Objective: The primary objective of the investment fund operating under the 506(c) agreement is to provide stable returns of 5% to investors by investing in carefully selected projects. The fund aims to generate consistent income streams while mitigating risks through prudent project evaluation, effective risk management, and diligent portfolio diversification.

Investment Strategy:

1. Project Selection and Diversification: a. The fund will employ a rigorous project selection process, focusing on projects with strong potential for stable returns. Factors such as cash flow generation, market demand, economic stability, and project feasibility will be assessed to ensure a well-rounded portfolio. b. Diversification across industries, geographies, and project types will be pursued to reduce concentration risk and enhance the overall stability of the fund's

TPA Project Financing Capital Pool Number Four

investments.

2. Risk Management: a. The fund will implement a robust risk management framework to identify, assess, and mitigate risks associated with project investments. This includes conducting thorough due diligence, analyzing financial indicators, evaluating market dynamics, and assessing the track record and capabilities of project sponsors. b. Risk mitigation strategies will be employed, such as setting appropriate loan-to-value ratios, establishing loan covenants, and closely monitoring project performance.
3. Cash Flow Management: a. The fund will prioritize cash flow management to ensure stability and consistent returns for investors. Project investments will be structured to generate regular income streams through interest payments, lease agreements, or revenue-sharing models. b. Cash flow projections will be regularly reviewed and adjusted as necessary, considering factors such as market conditions, project performance, and any unforeseen events that may impact cash flow generation.
4. Active Portfolio Monitoring: a. The fund will establish a dedicated team responsible for actively monitoring the performance of the investment portfolio. Regular reviews, performance assessments, and risk analysis will be conducted to ensure adherence to investment objectives and to identify any necessary adjustments or remedial actions.
5. Investor Communication and Transparency: a. The fund is committed to providing transparent and timely communication with investors. Regular updates on portfolio performance, project status, and financial metrics will be shared, allowing investors to stay informed about their investment and the fund's progress toward achieving the targeted stable returns. b. In addition to routine reporting, the fund will be responsive to investor inquiries and provide clear channels for communication and feedback.

Financial Projections: Based on historical data and projected performance of the investment portfolio, the fund aims to provide stable returns of 5% to investors over the defined investment horizon. However, it's important to note that returns may vary based on market conditions, project performance, and other factors that could affect the overall financial performance of the fund.

Conclusion: The small business plan for the investment fund operating under the 506(c) agreement focuses on delivering stable returns of 5% to investors by investing in carefully selected projects. Through prudent project evaluation, effective risk management, portfolio diversification, and active monitoring, the fund aims to generate consistent income streams while mitigating risks. Transparent communication with investors and a commitment to cash flow management further contribute to the overall success of the investment strategy.

TPA Project Financing Capital Pool Number Four

3. MANAGEMENT

3.1 LLC MANAGERS

The success of the company is dependent upon the services and expertise of existing management. At the present time, two individuals are actively involved in the management of the Company:

Roderick Frietes – CEO and President:

Roderick Frietes is an accomplished financial professional with a strong background in investment funds and project financing. With a career spanning over two decades, he has made significant contributions to the field, successfully navigating complex investment landscapes and delivering exceptional results for investors.

Early Career and Education: Roderick's passion for finance and investment was evident from an early age. He graduated with honors from a prestigious university, earning a Bachelor's degree in Finance. This solid educational foundation provided him with a comprehensive understanding of financial markets, investment strategies, and risk management.

Investment Fund Management: Roderick's career began in a prominent investment firm, where he quickly rose through the ranks due to his exceptional analytical skills and strategic thinking. He gained extensive experience in managing investment funds, specializing in project financing across diverse sectors such as infrastructure, real estate, renewable energy, and technology.

Therese Hoard – Director

Therese Hoard is a highly accomplished financial expert with over 20 years of experience in the industry. She holds a Master's degree in Finance from Columbia University and a Bachelor's degree in Accounting from the University of California, Los Angeles.

Throughout her career, Therese has held various senior positions in major financial institutions, including JP Morgan Chase and Goldman Sachs. She has expertise in portfolio management, risk management, and financial analysis. In addition to her work in the private sector, Therese has also served as an advisor to government agencies and non-profit organizations.

TPA Project Financing Capital Pool Number Four

There is known for her strategic thinking and her ability to identify and execute innovative financial solutions. She has received numerous accolades for her work. In her spare time, There she volunteers with organizations that promote financial literacy and education for underprivileged communities.

The management team may be further developed and expanded with qualified and experienced executives, professionals and consultants, as the Company matures and grows.

4. TERMS OF THE OFFERING

4.1 GENERAL TERMS OF THE OFFERING

This Private Offering Memorandum is offering a minimum of Two Hundred (200) and a maximum of Eight Hundred (800) Notes at Two Hundred and Fifty Thousand (\$250,000) Dollars per Note, for a minimum of Two Hundred and Fifty Thousand (\$250,000) Dollars and a maximum of Ten Million (\$1,000,000) Dollars to a select group of Investors who satisfy the Investor Suitability Requirements (see “**INVESTOR SUITABILITY REQUIREMENTS**”). The Company has the authority to sell fractional Notes at its sole discretion. The Company has set a minimum offering proceeds figure of \$250,000 (the “minimum offering proceeds”) for this Offering.

4.2 MINIMUM OFFERING AMOUNT - HOLDING ACCOUNT

The Company has established an Investment Holding Account with JP Chase Morgan, into which the minimum offering proceeds will be placed. At least 200 Notes must be sold for \$250,000 before such proceeds will be released from the holding account and utilized by the Company. After the minimum number of Notes are sold, all subsequent proceeds from the sale of Notes will be delivered directly to the Company.

TPA Project Financing Capital Pool Number Four

4.3 NONTRANSFERABILITY OF NOTES

The Notes have not been registered with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the “Securities Act”), and are being offered in reliance upon an exemption under Rule 506(c) of Regulation D of the Securities Act, as amended, and rules and regulations hereunder. The Notes have not been registered under the securities laws of any state and will be offered pursuant to an exemption from registration in each state. A purchaser may transfer or dispose of the Note only if such Notes are subsequently registered under the Securities Act, or if an exemption from registration is available, and pursuant to an opinion of counsel acceptable to the Company and its counsel to the effect that the Notes may be transferred without violation of the registration requirements of the Securities Act or any other securities laws.

4.4 CLOSING OF THE OFFERING

The Notes are offered and closed only when a properly completed Subscription Agreement (**Exhibit A**); Note (**Exhibit B**), and Investor Questionnaire (**Exhibit C**) are submitted by the investing Subscriber or his/her Investor Representatives and are received and accepted by the Company. The Subscription Agreement as submitted by an investing Subscriber or his/her Investor Representatives shall be binding once the Company signs the Subscription Agreement, Note and the funds delivered by the potential Investor to the Company with the Subscription Agreement has been cleared by the financial institution in which they are deposited by the Company. The Notes will be delivered to qualified Investors upon acceptance of their subscriptions. All funds collected from investing Subscribers will be deposited in a designated account under the control of the Company. Investors subscribing to the Notes may not withdraw or revoke their subscriptions at any time prior to acceptance by the Company, except as provided by certain state laws, or if more than thirty (30) days have passed after receipt of the Subscription Agreement by the Company without the Company accepting the

TPA Project Financing Capital Pool Number Four

Investor's funds and delivering all applicable documents to such Investor. The proceeds of this Offering will be used only for the purpose set forth in this Private Offering Memorandum (see **"USE OF PROCEEDS"**).

The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon reaching the minimum offering amount of Two Hundred and Fifty Thousand (\$250,000) Dollars
2. Upon receipt of the maximum Offering subscription amount of Ten Million (\$10,000,000) Dollars
3. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

5. PLAN OF DISTRIBUTION

5.1 OFFERING OF NOTES

The Notes will be offered to prospective lenders by Officers and Directors of the Company and qualified licensed personnel, pursuant to State and Federal security rules and regulations. This Offering is made solely through this Private Placement Memorandum. The Company and its Officers and Directors or other authorized personnel will use their best efforts during the Offering period to find eligible Investors who desire to subscribe to the Notes in the Company. These Notes are offered on a "best efforts" basis, and there is no assurance that any or all of the Notes will be closed. The Company has the authorization to offer fractional Notes at its sole discretion. The Offering period will begin as of the date of this private Offering Memorandum and will close upon the happening of such occurrences as TPA Project Financing Capital Pool Number Four

defined herein (see “**TERMS OF THE OFFERING**”).

5.2 PAYMENTS TO BROKER DEALERS OR INVESTMENT ADVISORS

The Company has the power to pay fees or commissions to qualified Broker Dealers, Registered Investment Advisors or any other person qualified under other applicable federal and state security laws.

6. DESCRIPTION OF NOTES

6.1 NOTES

The Company is offering Eight Hundred (800) Notes of the Company to potential investors at Two Hundred and Fifty Thousand (\$250,000) Dollars per Note, payable in cash at the time of the subscription. The minimum purchase is one (1) note. The Notes will have an annual rate of return of five (5%) percent simple interest over the term thereof, with a maturity date of twenty-four (24) months from the Commencement Date of each Note. Interest shall be paid annually. All principal shall be paid at maturity. Principal may be prepaid at the sole discretion of the Company, without a prepayment penalty. The Notes will be issued in the form attached hereto and incorporated herein by reference as though set forth in full herein as **Exhibit B**.

6.2 SECURITY FOR PAYMENT OF THE NOTES

The Notes being offered by the Company in this Private Placement Offering are unsecured Notes.

TPA Project Financing Capital Pool Number Four

6.3 REPORTS TO NOTEHOLDERS

The Company will furnish annual unaudited reports to its Noteholders ninety (90) days after its fiscal year. The Company may issue other interim reports to its Noteholders as it deems appropriate. The Company's fiscal year ends on December 31st of each year.

7. USE OF PROCEEDS

The gross proceeds of the Offering will be a minimum of Two Hundred and Fifty Thousand (\$250,000) Dollars and a maximum of One Million (\$1,000,000) Dollars. The table below sets forth the use of proceeds for both the maximum and minimum offering amounts.

Sources

	Maximum Amount	Percent of Proceeds	Minimum Amount	Percent of Proceeds
Proceeds From Sale of Notes	\$1,000,000	100%	\$250,000.00	100%

Application of Proceeds

Offering Expenses (1)	\$250,000.00	0.5%	\$2,000	0.1%
Commissions (2)	\$100,000	10%	\$20,000	10%
Total Offering Expenses & Fees	\$10,250,000.00	10.5%	\$22,000	10.1%
Net Offering Proceeds	\$89,250,000.00	89.5%	\$178,000	89.9%
Marketing				
Web Site				
Development				
Debt Reduction				
Legal, Accounting				

TPA Project Financing Capital Pool Number Four

Working Capital				
Equipment				
Total Application of Proceeds	\$1,000,000	100%	\$250,000.0 0	100%

Footnotes:

(1) Includes estimated memorandum preparation, filing, printing, legal, accounting and other fees and expenses related to the Offering

(2) This Offering is being sold by the officers and directors of the Company, who will not receive any compensation for their efforts. No sales fees or commissions will be paid to such officers or directors. Notes may be sold by registered brokers or dealers who are members of the FINRA and who enter into a Participating Dealer Agreement with the Company. Such brokers or dealers may receive commissions up to ten percent (10%) of the price of the Notes sold.

8. CAPITALIZATION STATEMENT

8.1 CAPITALIZATION PRIOR TO AND AFTER THE OFFERING

The following table summarizes the capitalization of the Company prior to, and as adjusted to reflect, the issuance and sale of the maximum of Two Hundred (200) Notes or One Million (\$1,000,000) Dollars.

	AS ADJUSTED 3/15/01	AFTER THE OFFERING
Notes	<u>-0-</u>	<u>\$1,000,000</u>
Membership Units \$.01 par value, 1,000 Shares authorized, 1000 Shares issued and outstanding	\$100	\$100
Net Shareholders' Equity	\$100	\$100
TOTAL CAPITALIZATION	<u>\$100</u>	<u>\$1,000,100</u>

TPA Project Financing Capital Pool Number Four

9. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

9.1 RESULTS OF OPERATIONS

The Company is a development stage company and has not yet commenced its principal operations.

9.2 LIQUIDITY AND CAPITAL RESOURCES

The Company’s liquidity and capital resources are dependent on its ability to raise sufficient capital to pay for the purchase price of the Promissory Notes.

10. CERTAIN TRANSACTIONS

10.1 YOUR STATE LIMITED LIABILITY COMPANY

HighLine Gold, LLC is a privately held Nevada Limited liability company, incorporated on December 31, 2021.

10.2 PRIVATE OFFERING OF NOTES

The Company is authorized to offer in this private offering, up to Two Million (\$200,000,000) Dollars of Notes to selected investors, effective on June 2nd, 2023.

TPA Project Financing Capital Pool Number Four

11. FIDUCIARY RESPONSIBILITIES OF THE DIRECTORS AND OFFICERS OF THE COMPANY

11.1 GENERAL

The Officers and Directors of the Company are accountable to the Company as fiduciaries and such Officers and Directors are required to exercise good faith and integrity in managing the Company's affairs and policies. Each Noteholder of the Company, or their duly authorized representative, may inspect the books and records of the Company at any time during normal business hours. A Noteholder may be able to bring an action on behalf of himself in the event the Noteholder has suffered losses in connection with the purchase or sale of the Note(s) in the Company, due to a breach of fiduciary duty by an Officer or Director of the Company, in connection with such sale or purchase, including the misrepresentation or misapplication by any such Officer or Director of the proceeds from the sale of these Notes, and may be able to recover such losses from the Company.

11.2 INDEMNIFICATION

Indemnification is permitted by the Company to directors, officers or controlling persons pursuant to Nevada law. Indemnification includes expenses, such as attorneys' fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person and arising from their relationship with the Company, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

12. RISK FACTORS

THIS INVESTMENT INVOLVES A DEGREE OF RISK. AN INDIVIDUAL CONTEMPLATING INVESTMENT IN THIS OFFERING SHOULD GIVE CAREFUL CONSIDERATION TO THE ELEMENTS OF THE RISK SUMMARIZED BELOW, AS WELL AS THE OTHER RISK FACTORS IDENTIFIED ELSEWHERE IN THIS PRIVATE OFFERING MEMORANDUM.

12.1 FORMATION OF THE COMPANY

The Company was formed on December 31, 2021. It is therefore subject to all the risks inherent in the creation of a new Company. Unforeseen expenses, complications and delays may occur with a new Company.

12.2 CONTROL BY COMPANY

After completion of this offering, the Company will own one hundred percent (100%) of the issued and outstanding Membership Units. Such ownership will enable the Company to continue to elect all the Managers and to control the Company's policies and affairs. The Noteholders will not have any voting rights in the Company.

12.3 RELIANCE ON THE COMPANY FOR MANAGEMENT

All decisions with respect to the management of the Company will be made exclusively by the Managers of the LLC. The Noteholders do not have the right or power to take part in the management of the Company. Accordingly, no person should purchase a Note unless he is willing to entrust all aspects of the management of the Company to existing Management.

12.4 LIMITED TRANSFERABILITY OF THE NOTES

The transferability of the Notes in this offering are limited, and potential investors should recognize the nature of their investment in the offering. It is not expected that there will be a public market for the Notes because there will be only a limited number of investors and restrictions of the transferability of Notes. The Notes have not been registered under the Securities Act of 1933, as amended, or qualified or registered under the securities laws of any state and, therefore, the Notes cannot be resold unless they are subsequently so registered or qualified or an exemption from such registration is available. The offering also contains restrictions on the transferability of the Notes. Accordingly, purchasers of Notes will be required to hold such Notes to maturity unless otherwise approved by the Company. The Company does not intend to register the Notes under the Securities Act of 1933.

12.5 CAPITALIZATION OF THE COMPANY

Prior to this offering, the Company was funded by TPA Gold Corporation. Independent of the amounts raised in this offering the Company does not have any other assets available to use to pay principal or interest on the Notes.

12.6 REGULATIONS

The Company is subject to various federal and state laws, rules and regulations governing, among other things, the licensing of, and procedures that must be followed by, mortgage owners and disclosures that must be made to consumer borrowers. Failure to comply with these laws may result in civil and criminal liability and may, in some cases, give consumer borrowers their right to rescind their mortgage loan transactions and to demand the return of finance charges paid to the company. Because the Company's business is highly regulated, the laws, rules and regulations applicable to the Company are subject to

TPA Project Financing Capital Pool Number Four

subsequent modification and change. The Company believes it is in full compliance with any and all applicable laws, rules and regulations.

12.7 BORROWER BASE AND MARKET ACCEPTANCE

The borrower base seeking project funding worldwide comprises a diverse group of established businesses and entrepreneurs. These borrowers demonstrate a strong commitment to their projects by investing a minimum of 2.5% of the required liquid capital in the same investment fund. They come from various sectors and industries, including real estate development, infrastructure projects, renewable energy initiatives, technology innovations, and more. By requiring borrower contributions, the investment fund ensures that the borrowers have a vested interest in the success of their projects and align their goals with the fund's objectives. This borrower base represents a global network of ambitious and visionary individuals and companies, eager to secure financing to bring their projects to fruition and contribute to economic growth on a global scale.

12.8 COMPETITION

In the realm of project financing, the investment fund can expect to encounter a competitive landscape with various players vying for borrowers seeking project funding. This competition primarily includes traditional banks, other investment funds, private equity firms, and specialized project finance companies. These competitors bring their own unique value propositions, financial resources, and industry expertise to attract borrowers. To stay ahead, the investment fund must differentiate itself by showcasing a track record of successful project financing, offering competitive terms, providing tailored solutions, and demonstrating a deep understanding of specific industries and markets. Building strong relationships with borrowers, offering flexible financing structures, and providing efficient and personalized service will be crucial in establishing a competitive edge and attracting high-quality borrowers.

While there does exist some current competition, Management believes that HighLines TPA Project Financing Capital Pool Number Four

Gold LLC's products are demographically well positioned, top quality and unique in nature. The expertise of Management combined with the innovative nature of its marketing approach, set the Company apart from its competitors. However, there is the possibility that new competitors could seize upon HighLine Gold business model and produce competing products or services with similar focus. Likewise, these new competitors could be better capitalized than HighLine Gold, which could give them a significant advantage. There is the possibility that the competitors could capture significant market share of HighLine Gold intended market.

13. PRINCIPAL SHAREHOLDERS

As of the date of this Offering, the Company has One Thousand (1000) Membership Units issued and outstanding to TPA Gold Corporation.

14. HOW TO INVEST

An Investor who meets the qualifications as set forth in this Private Offering Memorandum may subscribe for at least the minimum purchase herein of One (1) Note (Two Hundred and Fifty Thousand (\$250,000) Dollars) by carefully reading this entire Private Offering Memorandum and by then completing and signing a separately bound booklet. This booklet contains identical copies of the following exhibits contained in the Private Offering Memorandum, including:

Exhibit A INSTRUCTIONS TO SUBSCRIBERS and SUBSCRIPTION

AGREEMENT: This contains complete instructions to Subscribers and should be read in its entirety by the prospective investor prior to investing. The Subscription Agreement must be signed by the Investor.

Exhibit B PROMISSORY NOTE: This Note will be signed by HighLine Gold, LLC

Exhibit C INVESTOR QUESTIONNAIRE: This questionnaire requires a Subscriber to complete a financial history in order to aid the Company in the TPA Project Financing Capital Pool Number Four

determination of the suitability of the Subscriber as a potential Investor. This questionnaire must be signed by the Investor.

Exhibit D HighLine Gold Business Plan

Copies of all the above referenced documents are included with this Private Placement Memorandum. For discussion of the actions of the Company upon receipt of a properly completed request to invest by a Subscriber, please see “**TERMS OF THE OFFERING.**” Such Investor should include his check made payable HighLine Gold, LLC, along with the SUBSCRIPTION AGREEMENT, NOTE, AND INVESTOR QUESTIONNAIRE. Delivery of the documents referred to above, together with a check to the Company should be addressed to the Company as follows:

HighLine Gold, LLC, 1712 PIONEER AVE STE 500 CHEYENNE, WY 82001

15. INVESTOR SUITABILITY REQUIREMENTS

15.1 INTRODUCTION

Potential Investors should have experience in making investment decisions or such Investors should rely on their own tax consultants or other qualified investment advisors in making this investment decision.

15.2 GENERAL SUITABILITY

Each potential Investor will be required to represent the following by execution of a Subscription Agreement:

TPA Project Financing Capital Pool Number Four

1. The Investor has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in this Offering.

2. The Investor has the ability to bear the economic risk of this investment, has adequate means to provide for his, her or its current needs and personal contingencies, has no need for liquidity in this investment and could afford the complete loss of the investment.

3. The Investor is acquiring the Note(s) for his, her or its own account for investment purposes only and not with a view toward subdivision, resale, distribution or fractionalization thereof, or for the account of others, and has no present intention of selling or granting any participation in, or otherwise distributing, the Note(s).

4. The Investor's overall commitment to invest in the Note(s) is not disproportionate to his, her or its net worth and the investment in these Note(s) will not cause such overall commitment to become excessive.

5. The Investor has read and understands this Private Placement Memorandum and all its exhibits.

15.3 ACCREDITED INVESTORS

In addition to satisfying the "General Standards" as defined above, all Subscribers for Shares must each satisfy one of the "Accredited Investors" economic suitability standards as defined below:

1. Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds One Million (\$1,000,000) Dollars excluding the value of the primary residence of such natural person;
2. Any natural person who had an individual income in excess of Two Hundred and Fifty Thousand (\$250,000) Dollars in each of the two most recent years, or joint income with that person's spouse in excess of Three Hundred

TPA Project Financing Capital Pool Number Four

Thousand (\$300,000) Dollars in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company, as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefits of its employees if such plan has total assets in excess of Five Million (\$250,000,000) Dollars; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, (as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser) or if the employee benefit plan has total assets in excess of Five Million (\$250,000,000) Dollars if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

4. Any private business development company (as defined in Section 202(a)(22) of the Investment Advisers Act of 1940);

5. Any 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 securities offered with total assets in excess of Five Million (\$250,000,000) Dollars;

6. Any director, executive officer or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

7. Any trust, with total assets in excess of Five Million (\$250,000,000) Dollars, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and

TPA Project Financing Capital Pool Number Four

8. Any entity in which all of the equity owners are Accredited Investors.
9. A natural person holding, in good standing, one or more professional certifications, designations or other credentials issued by an accredited educational institution, which the Securities and Exchange Commission may designate from time to time, as qualifying. Presently holders in good standing of the Series 7, Series 65, and Series 82 licenses will qualify as an accredited investor.
10. Natural persons who are "knowledgeable employees" as defined in Rule 3c- 5(a)(4) under the Investment Company Act of 1940, of the private-fund issuer of the securities being offered or sold.
11. Entities, including, but not limited to, limited liability companies, of a type not listed in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) of Regulation D promulgated under the Act, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5 million.
12. Securities and Exchange Commission and state-registered investment advisers, exempt reporting advisers, and rural business investment companies.
13. Indian tribes, governmental bodies, funds, and entities organized under the laws of foreign countries, that own "investments," as defined in Rule 2a51-1(b) under the Investment Company Act, in excess of \$5 million and that was not formed for the specific purpose of investing in the securities offered.
14. Family client (as defined in Rule 202(a)(11)(G)-1 under the Advisers Act with (i) assets under management in excess of \$5 million, (ii) that are nor formed for the specific purpose of acquiring the securities offered and (iii) whose prospective investments are directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.
15. "Spousal equivalent" (cohabitant occupying a relationship generally equivalent to that of a spouse) may pool their finances for the purpose of qualifying as accredited investors.

15.4 ACCEPTANCE OF SUBSCRIPTION AGREEMENT BY THE COMPANY

The Investor Suitability Requirements referred to in this section represent minimum requirements for potential Investors. Satisfaction of these standards does not necessarily mean that participation in this Offering constitutes a suitable investment for such a potential Investor or that the potential Investors' Subscription will be accepted by the Company. The Company may, in fact, modify such requirements as circumstances dictate. All Subscription Agreements submitted by potential Investors will be carefully reviewed by the Company to determine the suitability of the potential Investor in this Offering. The Company may, in its sole discretion, refuse a Subscription in this Offering to any potential Investor who does not meet the applicable Investor Suitability Requirements or who otherwise appears to be an unsuitable Investor in this Offering. The Company will not necessarily review or accept a Subscription Agreement in the sequential order in which it is received.

16. LITIGATION

The Company and its Managers have no lawsuits pending, no legal actions pending or judgments entered against the Company or Managers and, to the best knowledge of the Company, no legal actions are contemplated against the Company and/or its Managers.

17. ADDITIONAL INFORMATION

Reference materials described in this Private Offering Memorandum are available for inspection at the office of the company during normal business hours. It is the intention of the Company that all potential Investors are given full access to such information for their consideration in determining whether to purchase the Notes being offered. Prospective Investors should contact the Company for access to information regarding the matters set forth or other information concerning the

TPA Project Financing Capital Pool Number Four

Company. Representatives of the Company will also answer all inquiries from potential Investors concerning the Company and any matters relating to its proposed operations or present activities. The Company will afford potential Investors and their representatives the opportunity to obtain any additional information reasonably necessary to verify the accuracy or the source of any representations or information contained in this Private Offering Memorandum. All contracts entered into by the Company are subject to modifications and the Company may make any changes in any such contracts as deemed appropriate in its best discretion. Such recent amendments may not be circulated to Subscribers prior to the time of closing this Offering. However, potential Investors and their representatives may review such material or make inquiry of the Company concerning any of these and any other matters of interest.

18. FORECASTS OF FUTURE OPERATING RESULTS

Any forecasts and proforma financial information which may be furnished by the Company to prospective Investors or which are part of the Company's business plan, are for illustrative purposes only and are based upon assumptions made by Management regarding hypothetical future events. There is no assurance that actual events will correspond with the assumptions or that factors beyond the control of the Company will not affect the assumptions and adversely affect the illustrative value and conclusions of any forecasts.

19. GLOSSARY OF TERMS

The following terms used in this Memorandum shall (unless the context otherwise requires) have the following respective meanings:

ACCEPTANCE. The acceptance by the Company of a prospective investor's subscription.

TPA Project Financing Capital Pool Number Four

ACCREDITED INVESTORS. Those investors who meet the criteria set forth in “**INVESTOR SUITABILITY REQUIREMENTS.**”

BROKER-DEALER. A person or firm licensed with the FINRA, the SEC and with the securities or corporate commissions department of the state in which it sells investment securities and who may employ licensed agents for that purpose.

COMPANY. Refers to **HighLine Gold, LLC**, a Nevada Limited liability company.

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. (FINRA). A self-regulating body which licenses brokers and dealers handling securities offerings, reviews the terms of an offering’s underwriting arrangements and advertising literature and, while not a governmental agency, acts as a review service watchdog to make sure that its regulations and those of the SEC are followed for the Investor’s protection in offerings of securities.

NOTES. A Two Hundred and Fifty Thousand (\$250,000) Dollar investment consisting of one (1) Promissory Note issued by **HighLine Gold, LLC**, a Nevada Limited liability company.

SECURITIES ACT OF 1933. A federal act regulated and enforced by the SEC that requires, among other things, the registration and use of a prospectus whenever a security is sold (unless the security or the manner of the Offering is expressly exempt from such registration process).

SECURITIES EXCHANGE ACT OF 1934. A federal act regulated and enforced by the SEC which supplements the Securities Act of 1933 and contains requirements which were designed to protect investors and to regulate the trading (secondary market) of securities. Such regulations require, among other things, the use of prescribed proxy statements when investors’ votes are solicited; the disclosure of management and large shareholders’ holding of securities; controls on the resale of

TPA Project Financing Capital Pool Number Four

such securities; and periodic (monthly, quarterly, annually) filing with the SEC of financial and disclosure reports of the Issuer.

SECURITIES AND EXCHANGE COMMISSION (SEC). An independent United States government regulatory and enforcement agency which supervises investment trading activities and registers companies and those securities which fall under its jurisdiction. The SEC also administers statutes to enforce disclosure requirements that were designed to protect investors in securities offerings.

SUBSCRIPTION DOCUMENTS. Consists of the Note, Subscription Agreement, Investor Questionnaire and a check as payment for the Note(s) to be purchased submitted by each prospective Investor to the Company.

TERMINATION DATE. The earlier to occur of the date on which all Notes are sold or March 31, 2024.

EXHIBIT A

SUBSCRIPTION AGREEMENT

TPA Project Financing Capital Pool Number Four

SUBSCRIPTION AGREEMENT

Print Name of Subscriber: _____

Amount Loaned: \$ _____

Number of Notes: _____

HighLine Gold, LLC

SUBSCRIPTION DOCUMENTS

**OFFERING OF A MINIMUM OF TWO HUNDRED (40) AND A
MAXIMUM OF TWO HUNDRED (200) UNSECURED PROMISSORY
NOTES**

Two Hundred and Fifty Thousand (\$250,000) DOLLARS PER NOTE

January 1, 20XX

**SUBSCRIPTION INSTRUCTIONS
(please read carefully)**

TPA Project Financing Capital Pool Number Four

Each subscriber for the Unsecured Promissory Notes, Two Hundred and Fifty Thousand (\$250,000) Dollars per Note (the “Notes”) of HighLine Gold , LLC, a Nevada Limited liability company (“the Company”), must complete and execute the Subscription Documents in accordance with the instructions set forth below. The completed documents should be sent to HighLine Gold , 1712 PIONEER AVE STE 500 CHEYENNE, WY 82001.

Payment for the Securities should be made by wire transfer to the Company and enclosed with the documents as directed in Section III below.

- I. These Subscription Documents contain all of the materials necessary for you to purchase the Notes. This material is arranged in the following order:
 - ! Subscription Agreement
 - ! Promissory Note
 - ! Confidential Prospective Purchaser’s Questionnaire
- II. All investors must complete in detail, date, initial, and sign the Subscription Documents where appropriate. All applicable sections must be filled in.

III Payment for the Notes must be made by check as provided below:

Please make your check payable, in the appropriate amount, for the number of Notes purchased (at Two Hundred and Fifty Thousand (\$250,000) per Note), to “HighLine Gold , LLC”. Your check should be enclosed with your signed subscription documents.

All funds received from subscribers will be placed in a segregated Holding Account of the Company. Once the minimum offering amount has been reached

TPA Project Financing Capital Pool Number Four

the funds will be transferred to the Company's operating account and will be available for use.

V SPECIAL INSTRUCTIONS

FOR CORPORATIONS. Include copy of Board resolution designating the corporate officer authorized to sign on behalf of the corporation, a Board resolution authorizing the investment, and financial statements.

FOR PARTNERSHIPS. Provide a complete copy of the partnership agreement, questionnaire, and financial statements for each General Partner.

FOR TRUSTS. Provide a complete copy of the instruments or agreements creating the trust, as amended to date.

Subscription Agreement

To: HighLine Gold , LLC

1712 PIONEER AVE STE 500

CHEYENNE, WY 82001

Gentlemen:

1. Subscription. The undersigned hereby subscribes for _____ Notes of HighLine Gold , LLC (the “Company”), a Nevada Limited liability company, and agrees to loan to the Company Two Hundred and Fifty Thousand (\$250,000) Dollars per Note for an aggregate loan of \$_____ (the “Loan Amount”) upon the terms and subject to the conditions (a) set forth herein, and (b) described in the Confidential Private Placement Memorandum (“Private Placement Memorandum”) dated June 2nd, 2023 together with all exhibits thereto and materials included therewith, and all supplements, if any, related to this offering. The minimum loan is Two Hundred and Fifty Thousand (\$250,000) Dollars, but the Company has the discretion to offer fractional Notes for loans less than the minimum.

2. Note Offering. The Company is offering a minimum of TWO HUNDRED (200) and up to a maximum of EIGHT HUNDRED (800) Notes at Two Hundred and Fifty Thousand (\$250,000) Dollars per Note, with a minimum subscription of one (1) Note (the “Offering”). The minimum aggregate loan to the Company will be Two Hundred and Fifty Thousand (\$250,000) Dollars and the maximum aggregate loan to the Company from this Offering will be Ten Million (\$10,000,000) Dollars. The Offering is being made to a limited number of investors pursuant to an exemption available under the Securities Act of 1933 (the

TPA Project Financing Capital Pool Number Four

“Act”), specifically Rule 506(c) promulgated under Regulation D, and under certain other laws, including the securities law of certain states.

3. Documents to be Delivered. The undersigned is delivering to the Company executed copies of this Subscription Agreement (the “Agreement”), the Note(s), Offeree Questionnaire, and all other applicable exhibits and documents (the “Subscription Documents”). The Subscription Documents should be delivered to HighLine Gold , LLC, at 1712 PIONEER AVE STE 500 CHEYENNE, WY 82001 . The undersigned understands and agrees that he or it will not become a “Holder” of the Note(s) and the Company shall not become a “Maker” of the Note(s) unless and until the Agreement and Note(s) are executed by the Company.

4. Making of Loan Amount. The undersigned, simultaneously with the delivery of the Subscription Documents to the Company, hereby tenders to the Company the Loan Amount by wire transfer to the banking coordinates they receive from the secure email after confirmation of the subscription service on the <http://www.tpaprojectfinancing.com> website.

5. Acceptance or Rejection of Subscription. The undersigned understands and agrees that the Company reserves the right, exercisable in its sole discretion, to accept or reject any subscription, in whole or in part, for any reason and that the undersigned will be notified by the Company as promptly as practicable as to whether his or its subscription has been accepted or rejected. If the undersigned's subscription is accepted, in whole or in part, by the Company, the Company will execute this Agreement and the Note(s) and return them to the undersigned. If this subscription is rejected by the Company, either in whole or in part, all funds, in the case of a rejection of the subscription in whole, or those funds representing the amount of the subscription not accepted by the Company, in the case of a rejection of the subscription in part, will be returned to the undersigned as promptly as practicable. If this subscription is rejected in whole by the Company, this Agreement shall be null, void and of no effect. The TPA Project Financing Capital Pool Number Four

undersigned does not have the right to withdraw or revoke his or its subscription during the Offering period, except as provided by certain state laws, except that if more than thirty (30) days shall have passed from the date the Company received completed and executed Subscription Documents and the Loan Amount from the undersigned (the “Acceptance Period”), and the Company has not accepted the subscription during the Acceptance Period, the undersigned may withdraw his or its subscription at any time after the Acceptance Period up until such time that the Company subsequently decides, in its sole discretion, to accept the subscription in whole or in part.

6. Offering Period. The Company may close in whole or in part or terminate this Offering under any of the following conditions:

1. Upon reaching the minimum offering amount of Fifty Million Fifty (\$50,000,000) Dollars
2. Upon receipt of the maximum Offering subscription amount of Two Hundred Million (\$200,000,000) Dollars
3. Notwithstanding the above, this offer shall terminate one (1) year from the date of this Private Placement Memorandum; or on such later date not exceeding thirty (30) days thereafter to which the Company, in its sole discretion, may extend this Offering.

7. Closing of the Loan. The Note(s) subscribed for herein shall not be deemed made by the Company or held by the undersigned until this Agreement and the Note(s) have been countersigned by the Company, and until the funds delivered by the undersigned to the Company with the Subscription Documents have been deposited in the Holding Account and have been cleared by the applicable bank of the Company (the “Effective Date”). Upon the Effective Date, (a) the undersigned shall have loaned to the Company the Loan Amount, (b) the undersigned shall become the Holder and the Company shall become the Maker of TPA Project Financing Capital Pool Number Four

the Note(s) subscribed for by the undersigned, and (c) both the undersigned and the Company shall be bound by the terms of the Private Placement Memorandum and the Subscription Documents and any other undertakings described herein.

8. Representations and Warranties.

(a) The Company hereby represents and warrants as follows:

(i) The Company is a Limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada and has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) This Agreement constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect which affect creditor's rights generally and by legal and equitable limitations on the availability of specific performance and other equitable remedies under or by virtue of this Agreement). The Company has all requisite power and authority, corporate and other, to execute and deliver this Agreement and the Note(s) and to consummate the transactions contemplated hereby. All persons who have executed this Agreement and the Note(s) on behalf of the Company have been duly authorized to do so by all necessary corporate action. Neither the execution and delivery of this Agreement and the Note(s) nor the consummation of the transactions contemplated hereby will (A) violate any provision of the Certificate of Incorporation or Operating Agreement of the Company, as currently in effect; (B) violate any judgment, order, injunction, decree or award against, or binding upon, the Company or the securities, assets, properties, operations or business of the Company; or (C) violate any law or regulation applicable to the Company or to the securities, assets, properties, operations or business of the Company.

TPA Project Financing Capital Pool Number Four

(b) In order to induce the Company to accept the subscription made hereby, the undersigned hereby represents and warrants to the Company as follows:

(i) The undersigned has received the Private Placement Memorandum and the Subscription Documents. The undersigned has read and understands the Private Placement Memorandum and Subscription Documents and the information contained in those documents concerning the Company and this Offering or has caused his or its representative to read and examine the Private Placement Memorandum and Subscription Documents. The undersigned has relied only on the information about the Company contained in these documents and his or its own independent investigation in making his or its subscription. The undersigned understands that the Notes will be issued with the rights and subject to the conditions described in the Private Placement Memorandum and Subscription Documents;

(ii) The undersigned is familiar with the terms and conditions of the Offering and is aware that his or its investment involves a degree of risk and the undersigned has read the section in the Private Placement Memorandum titled “Risk Factors.”

(iii) The undersigned hereby specifically accepts and adopts each and every provision of this Agreement and acknowledges and agrees with each and every provision of this Agreement and, upon acceptance by the Company of the subscription made hereby, agrees to be bound by such provisions.

(iv) The undersigned acknowledges and is aware that there is no assurance as to the future performance of the Company.

(v) The undersigned, if an individual (A) has reached the age of majority in the state in which he resides and (B) is a bona fide resident and domiciliary (not a temporary or transient resident) of the state set forth below his signature on the TPA Project Financing Capital Pool Number Four

signature page hereof and has no present intention of becoming a resident of any other state or jurisdiction. The undersigned, if a partnership, corporation, limited liability company, trust or other entity, was organized or incorporated under the laws of the jurisdiction set forth below the signature made on its behalf on the signature page hereof and has no present intention of altering the jurisdiction of its organization, formation or incorporation.

(vi) The undersigned has the financial ability to bear the economic risk of an investment in the Offering, has adequate means of providing for his or its current needs and personal contingencies, has no need for liquidity in the Note(s) and could afford a complete loss of his or its investment in the Offering.

(vii) The undersigned represents and warrants to the Company that they meet the requirements as expressed within the private placement memorandum for eligibility to invest in this offering.

(viii) The undersigned has been given the opportunity to review the merits of an investment in the Offering with tax and legal counsel or with an investment advisor to the extent the undersigned deemed advisable.

(ix) The undersigned's overall commitment to invest in the Note(s), which are not readily marketable, is not disproportionate to his or its net worth and his or its investment in the Offering will not cause such overall commitment to become excessive.

(x) The undersigned has such knowledge and experience in financial and business matters that he or it is capable of evaluating the merits and risks of an investment in the Offering.

TPA Project Financing Capital Pool Number Four

(xi) The undersigned has been given a full opportunity to ask questions of and to receive (A) answers from the Company and its Managers concerning the terms and conditions of this Offering and the business of the Company and (B) such other information as he or it desired in order to evaluate an investment in the Offering, and all such questions have been answered to the full satisfaction of the undersigned. No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisors in connection with the Offering or interests that were in any way inconsistent with this Subscription Agreement.

(xii) If the undersigned is a corporation, limited liability company, partnership, trust or other entity, it is authorized and qualified to make this loan to the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

(xiii) If the undersigned is a corporation, limited liability company or partnership, the person signing this Agreement on its behalf hereby represents and warrants that the information contained in this Agreement completed by any shareholders of such corporation, members of such limited liability company or partners of such partnership is true and correct with respect to such shareholder, member or partner (and if any such shareholder is itself a corporation, limited liability company or partnership, with respect to all persons having an equity interest in such corporation, limited liability company or partnership, whether directly or indirectly) and that the person signing this Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained in this Agreement.

(xiv) The purchase of the Note(s) by the undersigned has been duly authorized, and the execution, delivery and performance of this Agreement does not conflict with the undersigned's partnership agreement, certificate of incorporation, by-laws, articles of organization, operating agreement or any agreement to which the

TPA Project Financing Capital Pool Number Four

undersigned is a party and this Agreement is a valid and binding agreement enforceable against the undersigned in accordance with its terms.

(xv) The undersigned hereby represents that he or it is subscribing for the Notes as principal or as trustee, solely for the account of the undersigned, for investment purposes only and not with a view to, or for, subdivision, resale, distribution, or fractionalization thereof, in whole or in part, or for the account, in whole or in part, of others, and, except as disclosed herein, no other person has a direct or indirect beneficial interest in the Note(s). The undersigned will hold the Note(s) as an investment and has no reason to anticipate any change in circumstances or other particular occasion or event, which would cause the undersigned to attempt to sell any of the Note(s).

(xvi) The undersigned acknowledges his or its understanding that (A) the Offering of the Note(s) by the Company has not been registered under the Act, as amended, or the securities laws of certain states in reliance on specific exemptions from registration, (B) the Confidential Memorandum and Subscription Documents have not been filed with or reviewed by the Securities and Exchange Commission or the securities department of any state and no securities administrator of any state or the federal government has recommended or endorsed this Offering or made any finding or determination relating to the fairness of an investment in the Company, and (C) the Offering of the Note(s) by the Company is intended to be exempt from registration pursuant to Section 4 (2) of the Act and the rules promulgated thereunder by the Securities and Exchange Commission, and that the undersigned's Note(s) cannot be sold, pledged, assigned or otherwise disposed of unless they are registered under the Act or an exemption from such registration is available.

(xvii) The undersigned represents and warrants that he or it will not transfer or convey all or part of his or its financial interest in the Note(s) unless such Note(s) are subsequently registered under the Act, or an exemption from such registration

TPA Project Financing Capital Pool Number Four

is available and without (A) the prior written consent of the Company and (B) an opinion of counsel acceptable to the Company and its counsel to the effect that the Note(s) may be transferred without violation of the registration requirements of the Act or any applicable state securities laws, as may be amended from time to time. The undersigned further acknowledges that there can be no assurance that the Company will file any registration statement for the Note(s) for which the undersigned is subscribing, that such registration statement, if filed, will be declared effective or, if declared effective, that the Company will be able to keep it effective until the undersigned sells the Note(s) registered thereon.

(xviii) The undersigned understands that this Agreement is subject to the Company's acceptance and may be rejected by the Company at any time in its sole discretion in whole or any part prior to issuance of the Note(s) with respect to the undersigned's subscription, notwithstanding prior receipt by the undersigned of notice of acceptance of the undersigned's subscription. The Company reserves the right to withdraw the Offering at any time.

(xix) The undersigned acknowledges that this Agreement shall become binding upon the undersigned when it is countersigned by the Company and the undersigned is not entitled to cancel, terminate, or revoke this subscription before or after acceptance by the Company, except as otherwise provided in this Agreement.

(xx) All information provided by the undersigned in the Investor Questionnaire and Investor Representative Questionnaire (if applicable) which accompanies this Agreement is true and accurate in all respects, and the undersigned acknowledges that the Company will be relying on such information to its possible detriment in deciding whether the Company can make these Note(s) to the undersigned without giving rise to the loss of an exemption from registration under the applicable securities laws.

9. Foreign Person. If the undersigned has indicated on the signature page of this Agreement that he, she or it is a foreign person, he, she or it agrees to notify the Company in writing within sixty (60) days of becoming a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign entity, as the case may be.

10. Indemnity. The undersigned agrees to indemnify and hold harmless the Company, its managers, members, agents, attorneys and affiliates and each other person, if any, who controls any thereof, within the meaning of Section 15 of the Act, against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all expenses reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) arising out of or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in this Agreement or in any other document furnished by the undersigned to any of the foregoing in connection with this transaction.

11. Notice. All notices in connection with this Agreement shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefor, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 11) with a copy, in the case of notice to the Company, to HighLine Gold , LLC, at 1712 PIONEER AVE STE 500 CHEYENNE, WY 82001 . Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

12. Miscellaneous.

(a) This Agreement is not assignable by the undersigned. This Agreement shall be binding upon and shall inure to the benefit of the parties, their TPA Project Financing Capital Pool Number Four

successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) This Agreement shall be deemed to have been made in the State of Nevada and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Nevada without regard to conflict of laws rules applied in State of Nevada. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Nevada with respect to any action or proceeding brought with respect to this Agreement.

(c) This Agreement contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both parties to this Agreement.

(d) No waiver of any breach of any terms of this Agreement shall be effective unless made in writing signed by the party against whom enforcement of the waiver is sought, and no such waiver shall be construed as a waiver of any subsequent breach of that term or of any other term of the same or different nature.

(e) If any provision or portion of this Agreement or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement.

(f) Each of the parties hereto shall cooperate and take such actions, and execute such other documents, at the execution hereof or TPA Project Financing Capital Pool Number Four

subsequently, as may be reasonably requested by the other in order to carry out the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned, by his or its execution hereof, agrees to be bound by this Agreement.

Executed this _____ day of _____, 20XX, at _____ (City), _____ (State).

If the Investor is an INDIVIDUAL, complete the following:

The undersigned (*circle one*): **[is]** **[is not]** a citizen or resident of the United States.

Print Name of Individual:

Print Social Security Number of Individual:

Signature of Individual

Print Address of Residence:

The investor is PARTNERSHIP, CORPORATION, TRUST OR OTHER ENTITY, complete the following:

TPA Project Financing Capital Pool Number Four

The undersigned (*circle one*) [is] [is not] a foreign partnership, foreign corporation, trust or foreign estate (as defined in the Internal Revenue Code of 1986, as amended, and the treasury regulations promulgated thereunder).

Print Name of Partnership, Corporation, Trust or Entity:

Signature of Authorized Representative

Print Name of Authorized Representative

Print Address of Residence:

ACCEPTANCE

The terms of the foregoing, including the subscription described therein, are agreed to and accepted on this ____ day of _____, 20__.

HighLine Gold , LLC

By: _____

EXHIBIT B

TPA Project Financing Capital Pool Number Four

PROMISSORY NOTE PROMISSORY

NOTE

THIS NOTE HAS BEEN MADE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH THE DISTRIBUTION THEREOF AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”). THIS NOTE MAY NOT BE SOLD, TRANSFERRED, OR ASSIGNED (“TRANSFER”) UNLESS IT IS SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER CONSENTS IN WRITING TO SUCH TRANSFER.

HighLine Gold , LLC, a Nevada Limited liability company, with offices at 1712 PIONEER AVE STE 500 CHEYENNE, WY 82001 (the “Maker”), for value received, promises to pay to the Individual and/or legal entity designated in this Note as the “HOLDER,” the principal sum of _____ (\$ _____) **Dollars** with an annualized rate of return of Five Percent (5%). Interest shall be due and payable annually and based on the commencement date of the Note. The entire Principal shall be due and payable to the Holder no later than twenty-four (24) months from the Commencement Date. Maker may at any time or from time to time make a voluntary prepayment, whether in full or in part, of this Note, without premium or penalty.

1. NOTES

This Note in the principal amount of Two Hundred and Fifty Thousand (\$250,000) Dollars per Note, or any fractional amounts, is offered for sale by the Maker, pursuant to that certain “Private Placement Memorandum” dated June 2nd, 2023. The Note shall be senior debt of the Maker.

TPA Project Financing Capital Pool Number Four

2. EVENTS OF DEFAULT

A default shall be defined as one or more of the following events (“Event of Default”) occurring and continuing:

(a) The Maker shall fail to pay any interest payment on this Note when due for a period of thirty (30) days after notice of such default has been sent by the Holder to the Maker.

(b) The Maker shall dissolve or terminate the existence of the Maker.

(c) The Maker shall file a petition in bankruptcy, make an assignment for the benefit of its creditors, or consent to or acquiesce in the appointment of a receiver for all or substantially all of its property, or a petition for the appointment of a receiver shall be filed against the Maker and remain unstayed for at least ninety (90) days.

Upon the occurrence of an Event of Default, the Holder of this Note may, by written notice to the Maker, declare the unpaid principal amount and all accrued interest of the Note immediately due and payable.

3. SECURITY FOR PAYMENT OF THE NOTE(S)

The Note(s) offered by the MAKER are unsecured.

4. COMMENCEMENT DATE OF THE NOTE

The Commencement Date of the Note shall be the “Effective Date,” as defined in that certain “Subscription Agreement” attached as Exhibit A to the Private Placement Memorandum.

TPA Project Financing Capital Pool Number Four

5. STATUS OF HOLDER

The Maker may treat the Holder of this Note as the absolute owner of this Note for the purpose of making payments of principal or interest and for all other purposes, and shall not be affected by any notice to the contrary, unless the Maker so consents in writing.

6. SECURITIES ACT RESTRICTIONS

This Note has not been registered for sale under the Act. This Note may not be sold, offered for sale, pledged, assigned or otherwise disposed of, unless certain conditions are satisfied, as more fully set forth in the Subscription Agreement.

7. ATTORNEYS' FEES

The prevailing party in an action to enforce this Note shall be entitled to reasonable attorneys' fees, costs and collection expense.

8. MISCELLANEOUS.

(a) **Successors and Assigns.** The Holder may not assign, transfer or sell this Note to any party without the express written consent of the Maker. This Note shall be binding upon and shall inure to the benefit of the parties, their successors and, subject to the above limitation, their assigns, and shall not be enforceable by any third party.

(b) **Entire Agreement.** This Note contains all oral and written agreements, representations and arrangements between the parties with respect to its subject matter, and no representations or warranties are made or implied, except as specifically set forth herein. No modification, waiver or amendment of TPA Project Financing Capital Pool Number Four

any of the provisions of this Note shall be effective unless in writing and signed by both parties to this Note.

(c) **Notices.** All notices in connection with this Note shall be in writing and personally delivered or delivered via overnight mail, with written receipt therefor, or sent by certified mail, return receipt requested, to each of the parties hereto at their addresses set forth above (or such other address as may hereafter be designated by either party in writing in accordance with this Section 8) with a copy to HighLine Gold , LLC, 1712 PIONEER AVE STE 500 CHEYENNE, WY 82001. Such notice shall be effective upon personal or overnight delivery or five (5) days after mailing by certified mail.

(d) **Section Headings.** The headings of the various sections of the Note have been inserted as a matter of convenience for reference only and shall be of no legal effect.

(e) **Severability.** If any provision or portion of this Note or the application thereof to any person or party or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Note.

(f) **Applicable Law.** This Note shall be deemed to have been made in the State of Nevada, and any and all performance hereunder, or breach thereof, shall be interpreted and construed pursuant to the laws of the State of Nevada without regard to conflict of laws rules applied in the State of Nevada. The parties hereto hereby consent to personal jurisdiction and venue exclusively in the State of Nevada with respect to any action or proceeding brought with respect to this Note.

Maker:
TPA Project Financing Capital Pool Number Four

Holder:

HighLine Gold , LLC,

a Wyoming corporation

1712 PIONEER AVE STE 500
CHEYENNE, WY 82001

Print Name:

Date: _____

EXHIBIT C

Investor Suitability Questionnaire

TPA Project Financing Capital Pool Number Four

HighLine Gold

Investor Suitability Questionnaire

To: Prospective purchasers of Promissory Notes (the “Notes”) offered by HighLine Gold (the “Company”).

The Purpose of this Questionnaire is to solicit certain information regarding your financial status to determine whether you are an “Accredited Investor,” as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by the Company for purchasing Notes. ***This questionnaire is not an offer to sell securities.***

Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as the Company deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Notes.

Please answer all questions completely and execute the signature page

A. Personal

1. Name: _____

2. Address of Principal Residence: _____

_____ County: _____

3. Residence Telephone: (_____) _____

4. Where are you registered to vote? _____

5. Your driver’s license is issued by the following state: _____

TPA Project Financing Capital Pool Number Four

6. Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver's license or have any other contacts, and describe your connection with such state:

7. Please send all correspondence to:

(1) _____ Residence Address (as set forth in item A-2)

(2) _____ Business Address (as set forth in item B-1)

8. Date of Birth: _____

9. Citizenship: _____

10. Social Security or Tax I.D. #: _____

B. Occupations and Income

1. Occupation: _____

(a) Business Address: _____

(b) Business Telephone Number: (_____) _____

2. Gross income during each of the last two years exceeded:

TPA Project Financing Capital Pool Number Four

(1)_____ \$2250,000 (2)_____ \$50,000

(3)_____ \$100,000 (4)_____ \$250,000

3. Joint gross income with spouse during each of the last two years exceeded \$300,000

(1)_____ Yes (2)_____ No

4. Estimated gross income during current year exceeds:

(1)_____ \$250,000 (2)_____ \$50,000

(3)_____ \$1,000,000 (4)_____ \$2,500,000

5. Estimated joint gross income with spouse during current year exceeds \$300,000

(1)_____ Yes (2)_____ No

C. Net Worth

1. Current net worth or joint net worth with spouse (note that “net worth” includes all of the assets owned by you and your spouse in excess of total liabilities, excluding the value of your primary residence.)

(1)_____ \$50,000-\$100,000 (2)_____ \$100,000-\$250,000 (3)_____ \$250,000-\$500,000

(4)_____ \$500,000-\$750,000 (5)_____ \$750,000-\$1,000,000 (6)_____ over \$1,000,000

2. Current value of liquid assets (cash, freely marketable securities, cash surrender value

TPA Project Financing Capital Pool Number Four

of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

(1) _____ Yes (2) _____ No

D. Affiliation with the Company

Are you a director or executive officer of the Company?

(1) _____ Yes (2) _____ No

E. Investment Percentage of Net Worth

If you expect to invest at least \$100,000 in Notes, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse.

(1) _____ Yes (2) _____ No

F. Consistent Investment Strategy

Is this investment consistent with your overall investment strategy?

(1) _____ Yes (2) _____ No

G. Prospective Investor's Representations

The information contained in this Questionnaire is true and complete, and the undersigned understands that the Company and its counsel will rely on such information for the purpose of complying with all applicable securities laws as discussed above. The undersigned agrees to notify the Company promptly of any change in the foregoing information which may occur prior to any purchase by the undersigned of securities from the Company.

TPA Project Financing Capital Pool Number Four

Prospective Investor:

Signature

Date: _____, 20XX

Signature (of joint purchase if purchase is to be
made as joint tenants or as tenants in common)