

Form C

Cover Page

Name of issuer:

Golden Trinity LLC

Legal status of issuer:

Form: Limited Liability Company

Jurisdiction of Incorporation/Organization: WY

Date of organization: 3/21/2024

Physical address of issuer:

4886 S 1150 E
Ogden UT 84403

Website of issuer:

<https://goldentrinitygroup.com>

Name of intermediary through which the offering will be conducted:

Wefunder Portal LLC

CIK number of intermediary:

0001670254

SEC file number of intermediary:

007-00033

CRD number, if applicable, of intermediary:

283503

Amount of compensation to be paid to the intermediary, whether as a dollar amount or a percentage of the offering amount, or a good faith estimate if the exact amount is not available at the time of the filing, for conducting the offering, including the amount of referral and any other fees associated with the offering:

7.9% of the offering amount upon a successful fundraiser, and be entitled to reimbursement for out-of-pocket third party expenses it pays or incurs on behalf of the Issuer in connection with the offering.

Any other direct or indirect interest in the issuer held by the intermediary, or any arrangement for the intermediary to acquire such an interest:

No

Type of security offered:

- Common Stock
- Preferred Stock
- Debt
- Other

If Other, describe the security offered:

Target number of securities to be offered:

1,000

Price:

\$50.000000

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method for determining price:

Dividing pre-money valuation \$5,000,000.00 by number of units outstanding on fully diluted basis.

Target offering amount:

\$50,000.00

Oversubscriptions accepted:

- Yes
 No

If yes, disclose how oversubscriptions will be allocated:

- Pro-rata basis
 First-come, first-served basis
 Other

If other, describe how oversubscriptions will be allocated:

As determined by the issuer

Maximum offering amount (if different from target offering amount):

\$124,000.00

Deadline to reach the target offering amount:

4/30/2027

NOTE: If the sum of the investment commitments does not equal or exceed the target offering amount at the offering deadline, no securities will be sold in the offering, investment commitments will be canceled and committed funds will be returned.

Current number of employees:

0

	Most recent fiscal year-end:	Prior fiscal year-end:
Total Assets:	\$20,829.77	(\$6,313.61)
Cash & Cash Equivalents:	\$13,829.77	(\$6,313.61)
Accounts Receivable:	\$0.00	\$0.00
Current Liabilities:	(\$3,118.55)	\$10,623.86
Non-Current Liabilities:	\$0.00	\$0.00
Revenues/Sales:	\$0.00	\$0.00
Cost of Goods Sold:	\$0.00	\$0.00
Taxes Paid:	\$0.00	\$0.00
Net Income:	(\$24,695.75)	(\$17,437.47)

Select the jurisdictions in which the issuer intends to offer the securities:

AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, B5, GU, PR, VI, TV

Offering Statement

Respond to each question in each paragraph of this part. Set forth each question and any notes, but not any instructions thereto, in their entirety. If disclosure in response to any question is responsive to one or more other questions, it is not necessary to repeat the disclosure. If a question or series of questions is inapplicable or the response is available elsewhere in the Form, either state that it is inapplicable, include a cross-reference to the responsive disclosure, or omit the question or series of questions.

Be very careful and precise in answering all questions. Give full and complete answers so that they are not misleading under the circumstances involved. Do not discuss any future performance or other anticipated event unless you have a reasonable basis to believe that it will actually occur within the foreseeable future. If any answer requiring significant information is materially inaccurate, incomplete or misleading, the Company, its management and principal shareholders may be liable to investors based on that information.

THE COMPANY

1. Name of issuer:

Golden Trinity LLC

COMPANY ELIGIBILITY

2. Check this box to certify that all of the following statements are true for the issuer.

- Organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia.
- Not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934.
- Not an investment company registered or required to be registered under the Investment Company Act of 1940.
- Not ineligible to rely on this exemption under Section 4(a)(6) of the Securities Act as a result of a disqualification specified in Rule 503(a) of Regulation Crowdfunding.
- Has filed with the Commission and provided to investors, to the extent required, the ongoing annual reports required by Regulation Crowdfunding during the two years immediately preceding the filing of this offering statement (or for such shorter period that the issuer was required to file such reports).
- Not a development stage company that (a) has no specific business plan or (b) has indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies.

INSTRUCTION TO QUESTION 2: If any of these statements are not true, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

3. Has the issuer or any of its predecessors previously failed to comply with the ongoing reporting requirements of Rule 202 of Regulation Crowdfunding?

Yes No

DIRECTORS OF THE COMPANY

4. Provide the following information about each director (and any persons occupying a similar status or performing a similar function) of the issuer.

Director	Principal Occupation	Main Employer	Year Joined as Director
John Raymond		Raymond Capital Partners	2024

For three years of business experience, refer to [Appendix D: Director & Officer Work History](#).

OFFICERS OF THE COMPANY

5. Provide the following information about each officer (and any persons occupying a similar status or performing a similar function) of the issuer.

Officer	Positions Held	Year Joined
John Raymond	Managing Member	2024

For three years of business experience, refer to [Appendix D: Director & Officer Work History](#).

INSTRUCTION TO QUESTION 5: For purposes of this Question 5, the term officer means a president, vice president, secretary, treasurer or principal financial officer, comptroller or principal accounting officer, and any person that routinely performing similar functions.

PRINCIPAL SECURITY HOLDERS

6. Provide the name and ownership level of each person, as of the most recent practicable date, who is the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power.

Name of Holder	% of Voting Power Prior to Offering
NRFR Investments, LLC	50%+
JR3 Capital, LLC	20%+

INSTRUCTION TO QUESTION 6: The above information must be provided as of a date that is no more than 120 days prior to the date of filing of this offering statement.

To calculate total voting power, include all securities for which the person directly or indirectly has or shares the voting power, which includes the power to vote or to direct the voting of such securities. If the person has the right to acquire voting power of such securities within 60 days, including through the exercise of any option, warrant or right, the conversion of a security, or other arrangement, or if securities are held by a member of the family, through corporations or partnerships, or otherwise in a manner that would allow a person to direct or control the voting of the securities (or share in such direction or control — as, for example, a co-trustee) they should be included as being "beneficially owned." You should include an explanation of

these circumstances in a footnote to the "Number of and Class of Securities Now Held." To calculate outstanding voting equity securities, assume all outstanding options are exercised and all outstanding convertible securities converted.

BUSINESS AND ANTICIPATED BUSINESS PLAN

7. Describe in detail the business of the issuer and the anticipated business plan of the issuer.

For a description of our business and our business plan, please refer to the attached [Appendix A, Business Description & Plan](#)

INSTRUCTION TO QUESTION 7: Wefunder will provide your company's Wefunder profile as an appendix (Appendix A) to the Form C in PDF format. The submission will include all Q&A items and "read more" links in an un-collapsed format. All videos will be transcribed.

*This means that any information provided in your Wefunder profile will be provided to the SEC in response to this question. As a result, your company will be potentially liable for misstatements and omissions in your profile under the Securities Act of 1933, which requires you to provide material information related to your business and anticipated business plan. **Please review your Wefunder profile carefully to ensure it provides all material information, is not false or misleading, and does not omit any information that would cause the information included to be false or misleading.***

RISK FACTORS

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

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

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

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

8. Discuss the material factors that make an investment in the issuer speculative or risky:

You should not invest any funds in this Offering unless you can afford to lose your entire investment

In making an investment decision, investors must rely on their own examination of the issuer and the terms of the Offering, including the merits and risks involved.

The Securities have not been recommended or approved by any federal or state securities commission or regulatory authority.

The Securities are offered under an exemption from registration; however, neither the U.S. Securities and Exchange Commission nor any state securities authority has made an independent determination that these Securities are exempt from registration.

PRIOR TO CONSUMMATION OF THE PURCHASE AND SALE OF ANY SECURITY THE COMPANY WILL AFFORD PROSPECTIVE INVESTORS AN OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY, AND ITS MANAGEMENT CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND THE COMPANY. NO SOURCE OTHER THAN THE INTERMEDIARY HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS FORM C, AND IF GIVEN OR MADE BY ANY OTHER SUCH PERSON OR ENTITY, SUCH INFORMATION MUST NOT BE RELIED ON AS HAVING BEEN AUTHORIZED BY THE COMPANY.

PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS FORM C AS LEGAL, ACCOUNTING OR TAX ADVICE OR AS INFORMATION NECESSARILY APPLICABLE TO EACH PROSPECTIVE INVESTOR'S PARTICULAR FINANCIAL SITUATION. EACH INVESTOR SHOULD CONSULT HIS OR HER OWN FINANCIAL ADVISER, COUNSEL AND ACCOUNTANT AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING HIS OR HER INVESTMENT.

Our future success depends on the efforts of a small management team. The loss of services of the members of the management team may have an adverse effect on the company. There can be no assurance that we will be successful in attracting and retaining other personnel we require to successfully grow our business.

Golden Trinity LLC was incorporated in March 2024 and has an extremely limited operating history upon which investors can evaluate our business, financial performance, and prospects. We are an early-stage company with no employees and have not yet demonstrated our ability to successfully acquire, rehabilitate, manage, and generate returns from residential real estate properties. Our business model of pooling investor capital through crowdfunding to acquire rental properties in Central Florida has not been proven, and we have limited track record of executing property acquisitions, managing rehabilitation projects, or generating rental income for distribution to investors. The lack of operating history makes it difficult to evaluate whether we can successfully

implement our business plan, and investors must consider the substantial risks and difficulties frequently encountered by early-stage companies in competitive and established markets.

Our success depends entirely on the efforts, expertise, and judgment of our founder and management team. We currently have zero employees, which means our operations are entirely dependent on a very small number of individuals who may be managing the company on a part-time basis or alongside other business activities. The loss of services of our founder or key management personnel, or our inability to attract and retain qualified personnel as we grow, could have a material adverse effect on our ability to execute our business plan. We face significant challenges in building an operational team capable of sourcing properties, managing acquisitions, overseeing rehabilitation projects, handling property management, maintaining regulatory compliance, and providing investor relations. We do not maintain key person life insurance on any member of our management team. If we are unable to attract, retain, and motivate qualified personnel, our business and prospects will be materially harmed.

Our business model requires us to successfully identify, acquire, rehabilitate, and manage residential real estate properties in Central Florida. Each of these activities involves substantial operational risks and requires specialized expertise. We may encounter difficulties in sourcing suitable properties at attractive prices, conducting adequate due diligence, accurately estimating rehabilitation costs, managing construction and renovation projects, dealing with contractors and vendors, and handling unexpected property conditions or cost overruns. Property rehabilitation projects are subject to delays, cost escalations, permitting issues, and quality control challenges that could materially impact our returns. Additionally, property management operations require ongoing attention to tenant relations, maintenance, rent collection, regulatory compliance, and property preservation. Given our limited operating history and lack of employees, we may not have adequate systems, processes, or personnel in place to effectively manage these operational challenges. Failures in any aspect of property operations could result in financial losses, reduced rental income, and diminished returns to investors.

We have very limited cash reserves and have not yet demonstrated our ability to generate positive cash flow or profitability from real estate operations. Our ability to provide returns to investors depends entirely on our success in acquiring properties that generate sufficient rental income to cover operating expenses, debt service, property management costs, and fund distributions. There is no assurance that properties we acquire will achieve expected occupancy rates, command projected rental rates, or generate sufficient cash flow to meet our obligations and provide distributions to investors. Rental income is subject to numerous variables including local market conditions, tenant quality and retention, seasonal fluctuations (particularly for short-term rentals), property condition, and competition from other rental properties. We may experience extended vacancy periods, tenant defaults, unexpected maintenance expenses, or other factors that reduce rental income below projections. If we are unable to generate adequate rental income from our properties, we will not be able to provide distributions to investors and may be unable to meet our financial obligations, which could result in a total loss of invested capital.

We will require substantial additional capital beyond this offering to fully execute our business plan and achieve our growth objectives. Our ability to acquire multiple properties, build operational infrastructure, maintain working capital reserves, and expand our portfolio will depend on our ability to raise additional funds through future equity or debt financings. There can be no assurance that additional financing will be available on acceptable terms, if at all, or that we will be successful in raising capital in future crowdfunding campaigns or from other sources. If we conduct additional equity financings, the issuance of additional shares will have a dilutive effect on existing investors' ownership percentage and may dilute the value of their investment. Future investors may receive rights, preferences, or privileges that are superior to those of investors in this offering. Our inability to obtain additional capital when needed will restrict our ability to acquire properties and grow our business, and may force us to curtail or cease operations entirely. Investors should assume that significant dilution from future financings is likely if the company is successful in raising additional capital.

Our business is entirely dependent on conditions in the residential real estate market, particularly in Central Florida (Orange County and Osceola County). Real estate markets are cyclical and subject to significant volatility based on economic conditions, interest rates, employment levels, population trends, and consumer confidence. Property values and rental rates can decline substantially during economic downturns, and such declines may be rapid and severe. The Central Florida market, while benefiting from tourism and population growth, is also subject to specific regional risks including hurricane exposure, insurance cost increases, property tax changes, and shifts in tourism patterns. A downturn in the real estate market or local economic conditions could result in declining property values, reduced rental demand, lower rental rates, increased vacancy rates, and difficulty selling properties. Such conditions would materially and adversely affect our ability to generate returns for investors and could result in losses on property investments. Real estate investments are inherently long-term and illiquid, and investors must be prepared to weather significant market cycles and potential periods of negative returns.

Our business model and returns to investors are significantly affected by prevailing interest rates and the cost and availability of financing. Rising interest rates increase the cost of mortgage financing for property acquisitions, reduce property values, and make real estate investments less attractive relative to other investment alternatives. Higher interest rates also increase debt service costs on any properties we finance with mortgages, reducing net cash flow available for distributions to investors. Additionally, rising interest rates can reduce demand for rental properties as potential tenants may find homeownership more attractive at certain rate levels, or may reduce overall housing affordability and demand. Changes in interest rates are beyond our control and are influenced by monetary policy, inflation, economic conditions, and other macroeconomic factors. Significant increases in interest rates could materially reduce our ability

to acquire properties at attractive prices, increase our operating costs, reduce rental demand, and diminish returns to investors. We cannot predict future interest rate movements or their impact on our business.

We face intense competition in both property acquisition and capital raising from numerous well-established competitors with significantly greater resources, experience, and market presence. In the property acquisition market, we compete with institutional investors, real estate investment trusts (REITs), private equity funds, individual investors, and other real estate operators for attractive investment properties. Many of these competitors have substantially greater financial resources, established relationships with brokers and sellers, proprietary deal flow, and ability to move quickly on acquisitions. In the capital raising market, we compete with established REITs, real estate crowdfunding platforms, and other investment vehicles that offer investors access to real estate investments, often with greater liquidity, diversification, track records, and regulatory protections. Our ability to compete effectively is limited by our lack of operating history, limited brand recognition, small scale, and resource constraints. Established competitors may be able to acquire better properties at more favorable prices and attract investor capital more effectively than we can. If we are unable to compete successfully for both property acquisitions and investor capital, our business and prospects will be materially harmed.

Our ability to generate returns depends on maintaining high occupancy rates and collecting rental income from tenants on a consistent basis. We face numerous risks related to tenant relations and rental operations, including difficulty finding and retaining quality tenants, tenant defaults and non-payment of rent, property damage caused by tenants, eviction costs and delays, and extended vacancy periods between tenants. Short-term rental properties face additional risks including seasonal demand fluctuations, dependence on tourism and travel patterns, competition from hotels and other short-term rentals, regulatory restrictions on short-term rentals in certain jurisdictions, and higher turnover and management intensity. Property management operations require significant time, expertise, and resources to handle tenant screening, lease administration, rent collection, maintenance requests, regulatory compliance, and property preservation. Poor property management can result in tenant dissatisfaction, increased turnover, property deterioration, and reduced rental income. We may need to rely on third-party property management companies, which adds cost and introduces risks related to the quality and reliability of such services. Any significant problems with tenant occupancy, rental income collection, or property management could materially reduce our cash flow and ability to provide returns to investors.

As a company raising capital through Regulation Crowdfunding under the Securities Act of 1933, we are subject to extensive federal securities laws and regulations administered by the Securities and Exchange Commission (SEC). We must comply with ongoing reporting requirements, disclosure obligations, and restrictions on our ability to raise capital and communicate with investors. Failure to comply with applicable securities regulations could result in enforcement actions, fines, penalties, investor rescission rights, and restrictions on our ability to conduct future offerings. The securities we are offering have not been registered under the Securities Act or state securities laws, and we are relying on exemptions from registration that impose significant limitations on our operations and capital raising activities. Changes to securities laws or SEC interpretations could impose additional compliance burdens or restrict our ability to raise capital through crowdfunding. Additionally, our status as a reporting company under Regulation Crowdfunding requires us to file annual reports and disclose material events, which involves ongoing costs and management time. Our ability to comply with these requirements given our limited resources and lack of employees is uncertain, and any compliance failures could have material adverse consequences for the company and investors.

Our business is subject to extensive federal, state, and local laws and regulations governing real estate ownership, rental operations, property management, fair housing, landlord-tenant relations, building codes, zoning, environmental compliance, and accessibility requirements. We have committed to including ADA-compliant units in all properties, which requires compliance with the Americans with Disabilities Act and related accessibility standards, adding complexity and cost to property acquisitions and renovations. We must comply with fair housing laws that prohibit discrimination in tenant selection and property management. Short-term rental operations may be subject to additional regulations, licensing requirements, occupancy taxes, and zoning restrictions that vary by jurisdiction and are subject to change. Property management activities may require specific licenses or registrations in the states where we operate. Environmental laws may impose liability for contamination or hazardous materials on property owners regardless of fault. Failure to comply with applicable real estate regulations could result in fines, penalties, litigation, orders to cease operations, inability to rent properties, and significant remediation costs. The cost of compliance with existing and future regulations may be substantial and could materially affect our profitability and ability to operate our business as planned.

Our properties are located in Central Florida, a region with significant exposure to hurricanes, tropical storms, flooding, and other natural disasters. Florida's coastal and low-lying geography makes properties vulnerable to storm damage, wind damage, flooding, and other weather-related events that can cause substantial property damage, displacement of tenants, loss of rental income, and costly repairs. Climate change may increase the frequency and severity of such events. Hurricane and windstorm insurance in Florida has become increasingly expensive and, in some cases, difficult to obtain, with some insurers withdrawing from the Florida market entirely. High insurance costs reduce net operating income and returns to investors, while inadequate insurance coverage could expose the company and investors to catastrophic losses. Properties may be uninhabitable for extended periods following major storms, resulting in lost rental income and tenant displacement. Additionally, flood insurance requirements and costs continue to increase, particularly as flood maps are updated and climate risks are reassessed. The concentration of our properties in Florida creates geographic concentration risk, and a major

hurricane or series of storms could have a devastating impact on our entire portfolio and result in substantial or total loss of invested capital.

Our business is highly sensitive to general economic conditions and consumer financial health. Economic downturns, recessions, rising unemployment, wage stagnation, or declining consumer confidence can significantly reduce demand for rental properties, force rental rate reductions, increase tenant defaults and evictions, and cause property values to decline. The Central Florida economy is particularly dependent on tourism, hospitality, and service industries, which are cyclical and vulnerable to economic shocks, travel disruptions, and changes in consumer spending patterns. A significant economic downturn could result in widespread job losses, reduced tourism, and declining demand for both short-term and long-term rentals in our target markets. Economic conditions also affect our ability to obtain financing, refinance existing debt, and raise additional capital from investors. Investors in this offering should be aware that real estate investments perform poorly during economic downturns, and the value of their investment could decline substantially or be lost entirely if adverse economic conditions persist for an extended period.

An investment in Golden Trinity LLC is highly illiquid and should be considered a long-term investment with no certainty of return. There is no public market for the securities being offered, and none is expected to develop in the foreseeable future. The securities have not been registered under the Securities Act or state securities laws and may not be resold unless they are registered or an exemption from registration is available. Federal securities laws impose a one-year minimum holding period during which investors cannot sell, transfer, or pledge their securities except in very limited circumstances. Even after the one-year holding period expires, there is no secondary market for these securities, and investors may be unable to find buyers for their shares. The company has no obligation to facilitate liquidity for investors, register the securities for resale, or pursue a liquidity event such as a sale of the company or public offering. Investors should be prepared to hold their investment indefinitely and must be able to bear the economic risk of losing their entire investment. The lack of liquidity means investors will be unable to access their invested capital even if they experience financial hardship or need funds for other purposes.

Investors in this offering will hold a minority ownership position in Golden Trinity LLC and will have no ability to control or significantly influence company decisions, operations, or strategy. All major decisions regarding property acquisitions, financing, property management, distributions, additional capital raises, and potential sale or liquidation of the company will be made by the company's management and controlling owners. Investors will have limited voting rights, if any, and will not be able to affect the outcome of corporate actions or prevent decisions with which they disagree. Management will have broad discretion in how to deploy investor capital, which properties to acquire, how to finance acquisitions, when and whether to make distributions, and whether to pursue additional fundraising that may dilute existing investors. The interests of management and controlling owners may differ from or conflict with the interests of minority investors, and management may make decisions that benefit themselves or the company at the expense of minority investors. Investors will be entirely dependent on the judgment, skill, and integrity of management, with no practical ability to protect their interests or influence company direction. This lack of control is a fundamental characteristic of minority equity investments and creates substantial risk for investors.

INSTRUCTION TO QUESTION 8: Avoid generalized statements and include only those factors that are unique to the issuer. Discussion should be tailored to the issuer's business and the offering and should not repeat the factors addressed in the legends set forth above. No specific number of risk factors is required to be identified.

The Offering

USE OF FUNDS

9. What is the purpose of this offering?

The Company intends to use the net proceeds of this offering for working capital and general corporate purposes, which includes the specific items listed in Item 10 below. While the Company expects to use the net proceeds from the Offering in the manner described above, it cannot specify with certainty the particular uses of the net proceeds that it will receive from this Offering. Accordingly, the Company will have broad discretion in using these proceeds.

10. How does the issuer intend to use the proceeds of this offering?

If we raise: **\$50,000**

Use of Proceeds: At our minimum raise of \$50,000, we move quickly and lean. We focus on a single acquisition in the Osceola County market where our buying power goes furthest, execute a targeted rehabilitation, and place the property into either a short-term or long-term rental strategy based on demand at the time of acquisition. This first deal becomes the proof of concept for everything that follows, and we operate it with the discipline we bring to every transaction. 7.9% Wefunder fee.

If we raise: **\$124,000**

Use of Proceeds: As we raise toward our \$124,000 maximum, our strategy expands in three meaningful waves

weyo.

First, we diversify across both Orange and Osceola Counties, which lets us spread risk and take advantage of deal flow in two distinct submarkets simultaneously. Orange County commands higher rents and stronger appreciation. Osceola offers better acquisition prices and a deep pipeline of pre-foreclosure and distressed inventory. Second, we build a mixed portfolio of short-term and long-term rentals rather than concentrating in one strategy. Short-term rentals in the Orlando corridor produce strong cash flow during peak tourism seasons. Long-term rentals stabilize the portfolio during slower periods and provide predictable monthly income for investor distributions.

Third, we create operational infrastructure that a single-property fund cannot justify: professional property management, a dedicated bookkeeping and compliance function, and a working capital reserve that protects investors from deal-level surprises like rehab overruns or vacancy gaps between tenants 7.9% Wefunder fee.

INSTRUCTION TO QUESTION 10: An issuer must provide a reasonably detailed description of any intended use of proceeds, such that investors are provided with an adequate amount of information to understand how the offering proceeds will be used. If an issuer has identified a range of possible uses, the issuer should identify and describe each probable use and the factors the issuer may consider in allocating proceeds among the potential uses. If the issuer will accept proceeds in excess of the target offering amount, the issuer must describe the purpose, method for allocating oversubscriptions, and intended use of the excess proceeds with similar specificity. Please include all potential uses of the proceeds of the offering, including any that may apply only in the case of oversubscriptions. If you do not do so, you may later be required to amend your Form C. Wefunder is not responsible for any failure by you to describe a potential use of offering proceeds.

DELIVERY & CANCELLATIONS

11. How will the issuer complete the transaction and deliver securities to the investors?

If we reach our target offering amount prior to the deadline, we may conduct an initial closing of the offering early if we provide notice about the new offering deadline at least five business days prior to the new offering deadline (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment). Wefunder will notify investors if we conduct an initial closing. Thereafter, we may conduct additional closings from time to time at our and Wefunder's discretion until the deadline date.

The following describes the process to invest in the Company, including how the Company will complete an Investor's transaction and deliver securities to the investor.

1. **Investor Commitment.** The Investor will submit, through Wefunder Portal, a requested investment amount. When doing so, the Investor will also execute an investment contract with the Company ("Investment Agreement"), using the Investor's electronic signature.
2. **Acceptance of the Investment.** If the Investor Agreement is complete, the Investor's commitment will typically be recorded within a few minutes. The commitment will also be available on the Investor's "My Investments" screen on the wefunder.com website. After the offering closes, the contract will be counter-signed by the Company. The executed investment contract will then be sent to the investor via email, and is also available to download on the "My Investments" screen.
3. **Investor Transfer of Funds.** Upon receiving confirmation that an investment has been accepted, the Investor will be responsible for transferring funds from a source that is accepted by Wefunder Portal into an escrow account held with a third party bank on behalf of issuers offering securities through Wefunder Portal.
4. **Progress of the Offering.** The Investor will receive periodic email updates on the progress of the offering, including total amounts raised at any given time, and will be notified by email and through the "My Investments" screen when the target offering amount is met.
5. **Closing: Original Deadline.** Unless we meet the target offering amount early, Investor funds will be transferred from the escrow account to the Company on the deadline date identified in the Cover Page to this Form C and the Company's Wefunder Portal Profile.
6. **Early Closings.** If the target offering amount is met prior to the original deadline date, we may close the offering earlier, but no less than 21 days after the date on which information about the Company, including this Form C, is posted on our Wefunder Portal Profile. We will reschedule the offering deadline, and at least five days prior to the new deadline, investors will receive notice of it by email and through the "My Investments" screen. At the time of the new deadline, your funds will be transferred to the Company from the escrow account, provided that the target offering amount is still met after any cancellations.
7. **Book Entry.** Investments may be in book entry form. This means that the Investor may not receive a certificate representing his or her investment. Each investment will be recorded in our books and records and will be recorded in each Investors' "My Investments" screen. The Investor will also be emailed the Investment Agreement again. The Investment Agreement will also be available on the "My Investments" screen. At the option of the Company, you may receive an electronic certificate.

12. How can an investor cancel an investment commitment?

NOTE: Investors may cancel an investment commitment until 48 hours prior to the deadline identified in these offering materials.

The intermediary will notify investors when the target offering amount has been met. If the issuer reaches the target offering amount prior to the deadline identified in the offering materials, it may close the offering early if it provides notice about the new offering deadline at least five business days prior to such new offering deadline (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment).

If an investor does not cancel an investment commitment before the 48-hour period prior to the offering deadline, the funds will be released to the issuer upon closing of the offering and the investor will receive securities in exchange for his or her investment.

If an investor does not reconfirm his or her investment commitment after a material change is made to the offering, the investor's investment commitment will be canceled and the committed funds will be returned.

An Investor's right to cancel. An Investor may cancel his or her investment commitment at any time until 48 hours prior to the offering deadline.

If there is a material change to the terms of the offering or the information provided to the Investor about the offering and/or the Company, the Investor will be provided notice of the change and must re-confirm his or her investment commitment within five business days of receipt of the notice. If the Investor does not reconfirm, he or she will receive notifications disclosing that the commitment was cancelled, the reason for the cancellation, and the refund amount that the investor is required to receive. If a material change occurs within five business days of the maximum number of days the offering is to remain open, the offering will be extended to allow for a period of five business days for the investor to reconfirm.

If the Investor cancels his or her investment commitment during the period when cancellation is permissible, or does not reconfirm a commitment in the case of a material change to the investment, or the offering does not close, all of the Investor's funds will be returned within five business days.

Within five business days of cancellation of an offering by the Company, the Company will give each investor notification of the cancellation, disclose the reason for the cancellation, identify the refund amount the Investor will receive, and refund the Investor's funds.

The Company's right to cancel. The Investment Agreement you will execute with us provides the Company the right to cancel for any reason before the offering deadline.

If the sum of the investment commitments from all investors does not equal or exceed the target offering amount at the time of the offering deadline, no securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.

Ownership and Capital Structure

THE OFFERING

13. Describe the terms of the securities being offered.

The company is issuing promissory notes to investors. The principal amount of each note is the amount invested by the investor. The company will use 10% of its net revenues to pay back principal on the notes. Each note will be paid back based on its pro rata share of all notes issued in this offering. The company will make interest payments to the investor quarterly. The company may prepay principal and interest at any time. The company will continue payments until investors have received 1.5x their principal investment (the repayment amount), provided however that at any time the company may defer up to 1 such payments upon notice to the Lender.

Upon the occurrence of an event of default (as defined in each note), all unpaid principal, accrued interest and other amounts owing will automatically be immediately due, payable and collectible by the company pursuant to applicable law.

The notes do not provide investors with any voting rights in the company.

See exact security attached as [Appendix B, Investor Contracts](#).

14. Do the securities offered have voting rights?

- Yes
 No

15. Are there any limitations on any voting or other rights identified above?

- Yes: No Voting Rights
 No:

16. How may the terms of the securities being offered be modified?

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only by a writing executed by all parties. Pursuant to authorization in the Investor Agreement between each Investor and Wefunder Portal, Wefunder Portal is authorized to take the following actions with respect to the investment contract between the Company and an investor:

- A. Wefunder Portal may amend the terms of an investment contract, provided that the amended terms are more favorable to the investor than the original terms; and

B. Wefunder Portal may reduce the amount of an investor's investment if the reason for the reduction is that the Company's offering is oversubscribed.

RESTRICTIONS ON TRANSFER OF THE SECURITIES BEING OFFERED:

The securities being offered may not be transferred by any purchaser of such securities during the one year period beginning when the securities were issued, unless such securities are transferred:

1. to the issuer;
2. to an accredited investor;
3. as part of an offering registered with the U.S. Securities and Exchange Commission; or
4. to a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

NOTE: The term "accredited investor" means any person who comes within any of the categories set forth in Rule 501(a) of Regulation D, or who the seller reasonably believes comes within any of such categories, at the time of the sale of the securities to that person.

The term "member of the family of the purchaser or the equivalent" includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the purchaser, and includes adoptive relationships. The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

DESCRIPTION OF ISSUER'S SECURITIES

17. What other securities or classes of securities of the issuer are outstanding? Describe the material terms of any other outstanding securities or classes of securities of the issuer.

Class of Security	Securities (or Amount) Authorized	Securities (or Amount) Outstanding	Voting Rights
Class A Units	97560	1374	No
Class M Units	1	1	Yes

Securities Reserved for Issuance upon Exercise or Conversion

Warrants:

Options:

Total Pool:

Issued:

Describe any other rights:

Class A Units do not have voting rights. Class M is unified managing member interest and has voting power.

18. How may the rights of the securities being offered be materially limited, diluted or qualified by the rights of any other class of security identified above?

Because the Investor holds no voting rights in the company, the holders of a majority-in-interest of voting rights in the Company could limit the Investor's rights in a material way. For example, those interest holders could vote to change the terms of the agreements governing the Company's operations or cause the Company to engage in additional offerings (including potentially a public offering). These decisions could affect net revenues and diminish payments made to Investors.

Based on the risk that the company may never realize revenues or face a Default Event, the Investor may never see any returns.

Additional risks related to the rights of other security holders are discussed below, in Question 20.

19. Are there any differences not reflected above between the securities being offered and each other class of security of the issuer?

No.

20. How could the exercise of rights held by the principal shareholders identified in Question 6 above affect the purchasers of the securities being offered?

As holders of a majority-in-interest of voting rights in the Company, the unitholders may make decisions with which the Investor disagrees, or that negatively affect the net revenues of the Company, and the Investor will have no recourse to change these decisions. The Investor's interests may conflict with those of other investors, and there is no guarantee that the Company will develop in a way that is optimal for or advantageous to the Investor.

the developer may have operational or advantageous to the investor.

For example, the unitholders may change the terms of the Operating Agreement for the company, change the terms of securities issued by the Company, change the management of the Company, and even force out minority holders of securities. The unitholders may make changes that affect the tax treatment of the Company in ways that are unfavorable to you but favorable to them. Other holders of securities of the Company may also have access to more information than the Investor, leaving the Investor at a disadvantage with respect to any decisions regarding the securities he or she owns.

The unitholders have the right to redeem their securities at any time. unitholders could decide to force the Company to redeem their securities at a time that is not favorable to the Investor and is damaging to the Company. Investors' exit may affect the value of the Company and/or its viability.

In cases where the rights of holders of convertible debt, SAFEs, or other outstanding options or warrants are exercised, or if new awards are granted under our equity compensation plans, an Investor's interests in the Company may be negatively affected.

Based on the risks described above, the Investor could lose all or part of his or her investment in the securities in this offering, and may never see positive returns.

21. How are the securities being offered being valued? Include examples of methods for how such securities may be valued by the issuer in the future, including during subsequent corporate actions.

The offering price for the securities offered pursuant to this Form C has been determined arbitrarily by the Company, and does not necessarily bear any relationship to the Company's book value, assets, earnings or other generally accepted valuation criteria. In determining the offering price, the Company did not employ investment banking firms or other outside organizations to make an independent appraisal or evaluation. Accordingly, the offering price should not be considered to be indicative of the actual value of the securities offered hereby.

The value of the promissory notes will be determined by the Company's senior management in accordance with U.S. generally accepted accounting principles. For example, the notes may be valued based on principal plus anticipated interest payments over the course of the term of the note.

22. What are the risks to purchasers of the securities relating to minority ownership in the issuer?

An Investor in the promissory notes holds no position in the Company and will have no voting rights in the Company, and thus will be limited as to its ability to control or influence the governance and operations of the Company.

The marketability and value of the Investor's interest in the Company will depend upon many factors outside the control of the Investor. The Company will be managed by its officers and be governed in accordance with the strategic direction and decision-making of its management, and the Investor will have no independent right to name or remove an officer or member of the management of the Company.

23. What are the risks to purchasers associated with corporate actions, including additional issuances of securities, issuer repurchases of securities, a sale of the issuer or of assets of the issuer or transactions with related parties?

Additional issuances of securities. Following the Investor's investment in the Company, the Company may sell interests to additional investors, which will dilute the percentage interest of the Investor in the Company. The Investor may have the opportunity to increase its investment in the Company in such a transaction, but such opportunity cannot be assured. The amount of additional financing needed by the Company, if any, will depend upon the maturity and objectives of the Company. The declining of an opportunity or the inability of the Investor to make a follow-on investment, or the lack of an opportunity to make such a follow-on investment, may result in substantial dilution of the Investor's interest in the Company.

Issuer repurchases of securities. The Company may have authority to repurchase its securities from unitholders, which may serve to decrease any liquidity in the market for such securities, decrease the percentage interests held by other similarly situated investors to the Investor, and create pressure on the Investor to sell its securities to the Company concurrently.

A sale of the issuer or of assets of the issuer. As a minority owner of the Company, the Investor will have limited or no ability to influence a potential sale of the Company or a substantial portion of its assets. Thus, the Investor will rely upon the executive management of the Company to manage the Company so as to maximize value for unitholders. Accordingly, the success of the Investor's investment in the Company will depend in large part upon the skill and expertise of the executive management of the Company. If the Management of the Company authorizes a sale of all or a part of the Company, or a disposition of a substantial portion of the Company's assets, there can be no guarantee that the value received by the Investor, together with the fair market estimate of the value remaining in the Company, will be equal to or exceed the value of the Investor's initial investment in the Company.

Transactions with related parties. The Investor should be aware that there will be occasions when the Company may encounter potential conflicts of interest in its operations. On any issue involving conflicts of interest, the executive management of the Company will be guided by their good faith judgement as to the Company's best interests. The Company may engage in transactions with affiliates, subsidiaries or other related parties, which may be on terms which are not arm's-length, and which may be inconsistent with the best interests of the Investor.

out will be in all cases consistent with the duties of the management of the Company to its unitholders. By acquiring an interest in the Company, the Investor will be deemed to have acknowledged the existence of any such actual or potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest.

24. Describe the material terms of any indebtedness of the issuer:

None.

INSTRUCTION TO QUESTION 24: name the creditor, amount owed, interest rate, maturity date, and any other material terms.

25. What other exempt offerings has the issuer conducted within the past three years?

Offering Date	Exemption Regulation	Security Type	Amount Sold	Use of Proceeds
1/2025	Crowdfunding		\$68,700	General operations

26. Was or is the issuer or any entities controlled by or under common control with the issuer a party to any transaction since the beginning of the issuer's last fiscal year, or any currently proposed transaction, where the amount involved exceeds five percent of the aggregate amount of capital raised by the issuer in reliance on Section 4(a)(6) of the Securities Act during the preceding 12-month period, including the amount the issuer seeks to raise in the current offering, in which any of the following persons had or is to have a direct or indirect material interest:

- any director or officer of the issuer;
- any person who is, as of the most recent practicable date, the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power;
- if the issuer was incorporated or organized within the past three years, any promoter of the issuer;
- or any immediate family member of any of the foregoing persons.

Yes
 No

INSTRUCTIONS TO QUESTION 26: The term transaction includes, but is not limited to, any financial transaction, arrangement or relationship (including any indebtedness or guarantee of indebtedness) or any series of similar transactions, arrangements or relationships.

Beneficial ownership for purposes of paragraph (2) shall be determined as of a date that is no more than 120 days prior to the date of filing of this offering statement and using the same calculation described in Question 6 of this Question and Answer format.

The term "member of the family" includes any child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the person, and includes adoptive relationships. The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

Compute the amount of a related party's interest in any transaction without regard to the amount of the profit or loss involved in the transaction. Where it is not practicable to state the approximate amount of the interest, disclose the approximate amount involved in the transaction.

FINANCIAL CONDITION OF THE ISSUER

27. Does the issuer have an operating history?

Yes
 No

28. Describe the financial condition of the issuer, including, to the extent material, liquidity, capital resources and historical results of operations.

Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion and analysis of our financial condition and results of operations together with our financial statements and the related notes and other financial information included elsewhere in this offering. Some of the information contained in this discussion and analysis, including information regarding the strategy and plans for our business, includes forward-looking statements that involve risks and uncertainties. You should review the "Risk Factors" section for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

Unlock the Golden Trinity of Real Estate!!!!

Milestones

Golden Trinity Real Estate Group is a Wyoming-based real estate investment fund that acquires and develops residential and commercial properties (single/multi-family, short-term rentals).

Since then, we have:

- First funds deployed May 2025 for new construction in a high-growth U.S. market
- Ability to use creative deal structures for minimal capital requirements.
- Led by entrepreneur Noelle Randall with a proven track record in real estate
- Three income streams: new builds, property acquisitions, and commercial conversions
- Minimum investment is just \$1,000 with quarterly profit distribution
- Ability to use creative deal structures for minimal capital requirements.

The Company is subject to risks and uncertainties common to early-stage companies. Given the Company's limited operating history, the Company cannot reliably estimate how much revenue it will receive in the future.

Historical Results of Operations

Our company was organized in March 2024 and has limited operations upon which prospective investors may base an evaluation of its performance.

- *Revenues & Gross Margin.* For the period ended December 31, 2025, the Company had revenues of \$0 compared to the year ended December 31, 2024, when the Company had revenues of \$0.
- *Assets.* As of December 31, 2025, the Company had total assets of \$20,829.77, including \$13,829.77 in cash. As of December 31, 2024, the Company had -\$6,313.61 in total assets, including -\$6,313.61 in cash.
- *Net Loss.* The Company has had net losses of \$24,695.75 and net losses of \$17,437.47 for the fiscal years ended December 31, 2025 and December 31, 2024, respectively.
- *Liabilities.* The Company's liabilities totaled -\$3,118.55 for the fiscal year ended December 31, 2025 and \$10,623.86 for the fiscal year ended December 31, 2024.

Liquidity & Capital Resources

Golden Trinity Group has previously raised \$68,700 through Regulation Crowdfunding on Dealmaker.

After the conclusion of this Offering, should we hit our minimum funding target, our projected runway is 6 months before we need to raise further capital.

We plan to use the proceeds as set forth in this Form C under "Use of Funds". We don't have any other sources of capital in the immediate future.

We will likely require additional financing in excess of the proceeds from the Offering in order to perform operations over the lifetime of the Company. We plan to raise capital in 12 months. Except as otherwise described in this Form C, we do not have additional sources of capital other than the proceeds from the offering. Because of the complexities and uncertainties in establishing a new business strategy, it is not possible to adequately project whether the proceeds of this offering will be sufficient to enable us to implement our strategy. This complexity and uncertainty will be increased if less than the maximum amount of securities offered in this offering is sold. The Company intends to raise additional capital in the future from investors. Although capital may be available for early-stage companies, there is no guarantee that the Company will receive any investments from investors.

Runway & Short/Mid Term Expenses

Golden Trinity LLC cash in hand is \$230.26, as of May 2026. Over the last three months, revenues have averaged \$0/month, cost of goods sold has averaged \$0/month, and operational expenses have averaged \$130/month, for an average burn rate of \$130 per month. Our intent is to be profitable in 12 months.

We have already hit our minimum target and are moving from another platform to wefunder. We have audited our financials for 2024 and can submit those upon request.

Current expenses per month are \$130 for credit card payments, and expect to remain that way until we are generating returns. Previous net losses reflected on our financials were used on purchases of land, due diligence on deals, platform fees to Dealmaker, assignment fees, feasibility studies, inspections etc. This is largely dependent on the amount of capital raised. We can become revenue generating with the capital raised, but it depends on how long it takes for the deals to close. 45-60 days to close, and then 6-12 months to be revenue generating.

No, but we have been raising money and have made our first deployment. We are raising more money. We should be profitable after we surpass the 40k we have paid in fees prior to switching to wefunder.

We were raising through DealMaker and raised \$68,700 and have since cancelled that arrangement. We are making deployments which should cover any operating expenses. So we intend to file the audited financials to increase the cap rate. Getting to this first mark allows us to pay for the audited financials. The only monthly expenses we have right now are bank fees. We will be able to increase marketing once live and pay for small ads. If we are short on cash, the management company will put in the shortfall.

All projections in the above narrative are forward-looking and not guaranteed.

INSTRUCTIONS TO QUESTION 28: The discussion must cover each year for which financial statements are provided. For issuers with no prior operating history, the discussion should focus on financial milestones and operational, liquidity and other challenges. For issuers with an operating history, the discussion should focus on whether historical results and cash flows are representative of what investors should expect in the future. Take into account the proceeds of the offering and any other known or pending sources of capital. Discuss how the proceeds from the offering will affect liquidity, whether receiving these funds and any other additional funds is necessary to the viability of the business, and how quickly the issuer anticipates using its available cash. Describe the other available sources of capital to the business, such as lines of credit or required contributions by shareholders. References to the issuer in this Question 28 and these instructions refer to the issuer and its predecessors, if any.

FINANCIAL INFORMATION

29. Include financial statements covering the two most recently completed fiscal years or the period(s) since inception, if shorter:

Refer to [Appendix C, Financial Statements](#)

I, John Raymond, certify that:

- (1) the financial statements of Golden Trinity LLC included in this Form are true and complete in all material respects ; and
- (2) the financial information of Golden Trinity LLC included in this Form reflects accurately the information reported on the tax return for Golden Trinity LLC filed for the most recently completed fiscal year.

John Raymond
Managing Member

STAKEHOLDER ELIGIBILITY

30. With respect to the issuer, any predecessor of the issuer, any affiliated issuer, any director, officer, general partner or managing member of the issuer, any beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, any promoter connected with the issuer in any capacity at the time of such sale, any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with such sale of securities, or any general partner, director, officer or managing member of any such solicitor, prior to May 16, 2016:

(1) Has any such person been convicted, within 10 years (or five years, in the case of issuers, their predecessors and affiliated issuers) before the filing of this offering statement, of any felony or misdemeanor:

- i. in connection with the purchase or sale of any security? Yes No
- ii. involving the making of any false filing with the Commission? Yes No
- iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? Yes No

(2) Is any such person subject to any order, judgment or decree of any court of competent jurisdiction, entered within five years before the filing of the information required by Section 4A(b) of the Securities Act that, at the time of filing of this offering statement, restrains or enjoins such person from engaging or continuing to engage in any conduct or practice:

- i. in connection with the purchase or sale of any security? Yes No
- ii. involving the making of any false filing with the Commission? Yes No
- iii. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? Yes No

(3) Is any such person subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations or credit

unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that:

- i. at the time of the filing of this offering statement bars the person from:
- A. association with an entity regulated by such commission, authority, agency or officer?
 Yes No
 - B. engaging in the business of securities, insurance or banking? Yes No
 - C. engaging in savings association or credit union activities? Yes No
- ii. constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct and for which the order was entered within the 10-year period ending on the date of the filing of this offering statement? Yes No

(4) Is any such person subject to an order of the Commission entered pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act of 1940 that, at the time of the filing of this offering statement:

- i. suspends or revokes such person's registration as a broker, dealer, municipal securities dealer, investment adviser or funding portal? Yes No
- ii. places limitations on the activities, functions or operations of such person? Yes No
- iii. bars such person from being associated with any entity or from participating in the offering of any penny stock? Yes No

(5) Is any such person subject to any order of the Commission entered within five years before the filing of this offering statement that, at the time of the filing of this offering statement, orders the person to cease and desist from committing or causing a violation or future violation of:

- i. any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, Section 15(c)(1) of the Exchange Act and Section 206(i) of the Investment Advisers Act of 1940 or any other rule or regulation thereunder? Yes No
- ii. Section 5 of the Securities Act? Yes No

(6) Is any such person suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade?

Yes No

(7) Has any such person filed (as a registrant or issuer), or was any such person or was any such person named as an underwriter in, any registration statement or Regulation A offering statement filed with the Commission that, within five years before the filing of this offering statement, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is any such person, at the time of such filing, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued?

Yes No

(8) Is any such person subject to a United States Postal Service false representation order entered within five years before the filing of the information required by Section 4A(b) of the Securities Act, or is any such person, at the time of filing of this offering statement, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations?

Yes No

If you would have answered "Yes" to any of these questions had the conviction, order, judgment, decree, suspension, expulsion or bar occurred or been issued after May 16, 2016, then you are NOT eligible to rely on this exemption under Section 4(a)(6) of the Securities Act.

INSTRUCTIONS TO QUESTION 30: Final order means a written directive or declaratory statement issued by a federal or state agency, described in Rule 503(a)(3) of Regulation Crowdfunding, under applicable statutory authority that provides for notice and an opportunity for hearing, which constitutes a final disposition or action by that federal or state agency.

No matters are required to be disclosed with respect to events relating to any affiliated issuer that occurred before the affiliation arose if the affiliated entity is not (i) in control of the issuer or (ii) under common control with the issuer by a third party that was in control of the affiliated entity at the time of such events.

OTHER MATERIAL INFORMATION

31. In addition to the information expressly required to be included in this Form, include:

- (1) any other material information presented to investors; and
- (2) such further material information, if any, as may be necessary to make the required statements, in the light of the circumstances under which they are made, not misleading.

The Lead Investor. As described above, each Investor that has entered into the Investor Agreement will grant a power of attorney to make voting decisions on behalf of that Investor to the Lead Investor (the "Proxy"). The Proxy is irrevocable unless and until a Successor Lead Investor takes the place of the Lead Investor, in which case, the Investor has a five (5) calendar day period to revoke the Proxy. Pursuant to the Proxy, the Lead Investor or his or her successor will make

voting decisions and take any other actions in connection with the voting on Investors' behalf.

The Lead Investor is an individual that is chosen to act in the role of Lead Investor on behalf of Investors that have a Proxy in effect. The Lead Investor will be chosen by the Company and approved by Wefunder Inc. and the identity of the initial Lead Investor will be disclosed to Investors before Investors make a final investment decision to purchase the securities related to the Company.

The Lead Investor can quit at any time or can be removed by Wefunder Inc. for cause or pursuant to a vote of investors as detailed in the Lead Investor Agreement. In the event the Lead Investor quits or is removed, the Company will choose a Successor Lead Investor who must be approved by Wefunder Inc. The identity of the Successor Lead Investor will be disclosed to Investors, and those that have a Proxy in effect can choose to either leave such Proxy in place or revoke such Proxy during a 5-day period beginning with notice of the replacement of the Lead Investor.

The Lead Investor will not receive any compensation for his or her services to the SPV. The Lead Investor may receive compensation if, in the future, Wefunder Advisors LLC forms a fund ("Fund") for accredited investors for the purpose of investing in a non-Regulation Crowdfunding offering of the Company. In such circumstances, the Lead Investor may act as a portfolio manager for that Fund (and as a supervised person of Wefunder Advisors) and may be compensated through that role.

Although the Lead Investor may act in multiple roles with respect to the Company's offerings and may potentially be compensated for some of its services, the Lead Investor's goal is to maximize the value of the Company and therefore maximize the value of securities issued by or related to the Company. As a result, the Lead Investor's interests should always be aligned with those of Investors. It is, however, possible that in some limited circumstances the Lead Investor's interests could diverge from the interests of Investors, as discussed in section 8 above.

Investors that wish to purchase securities related to the Company through Wefunder Portal must agree to give the Proxy described above to the Lead Investor, provided that if the Lead Investor is replaced, the Investor will have a 5-day period during which he or she may revoke the Proxy. If the Proxy is not revoked during this 5-day period, it will remain in effect.

Tax Filings. In order to complete necessary tax filings, the SPV is required to include information about each investor who holds an interest in the SPV, including each investor's taxpayer identification number ("TIN") (e.g., social security number or employer identification number). To the extent they have not already done so, each investor will be required to provide their TIN within the earlier of (i) two (2) years of making their investment or (ii) twenty (20) days prior to the date of any distribution from the SPV. If an investor does not provide their TIN within this time, the SPV reserves the right to withhold from any proceeds otherwise payable to the Investor an amount necessary for the SPV to satisfy its tax withholding obligations as well as the SPV's reasonable estimation of any penalties that may be charged by the IRS or other relevant authority as a result of the investor's failure to provide their TIN. If applicable, the Company may also be required to pay Wefunder certain fees for the preparation of tax filings. Such fees and the Company's obligation to deliver required tax documents are further specified in the related Tax Services Agreement ("TSA").

Investors should carefully review the terms of the SPV Subscription Agreement for additional information about tax filings.

Potential Dissolution of the SPV. The Company has agreed that it will pay an administrative fee and / or certain tax fees to Wefunder, in addition to delivering required tax information in the manner prescribed by the TSA, where applicable. Failure to pay such fees or provide Wefunder with required tax information could result in the dissolution of the SPV (an "SPV Dissolution Event"). Subsequent to an SPV Dissolution Event, the securities held by the SPV would be distributed directly and proportionally to the individual investors. This could create administrative complexities, as investors would need to manage the securities themselves rather than having them held and administered by the SPV. Additionally, the unplanned distribution of securities may not align with investors' intended investment strategy or asset allocation.

Upon an SPV Dissolution Event, the Investor hereby consents to and agrees to accept direct assignment of the SPV's rights and obligations under any investment agreements between the SPV and the Company that is located in the Form C or C/A offering materials. The Investor acknowledges they will be bound by all terms and conditions of such agreements as if they were an original party thereto.

INSTRUCTIONS TO QUESTION 30: If information is presented to investors in a format, media or other means not able to be reflected in text or portable document format, the issuer should include:

- (a) a description of the material content of such information;*
- (b) a description of the format in which such disclosure is presented; and*
- (c) in the case of disclosure in video, audio or other dynamic media or format, a transcript or description of such disclosure.*

ONGOING REPORTING

32. The issuer will file a report electronically with the Securities & Exchange Commission annually and post the report on its website, no later than:

120 days after the end of each fiscal year covered by the report.

33. Once posted, the annual report may be found on the issuer's website at:

<https://goldentrinitygroup.com/invest>

The issuer must continue to comply with the ongoing reporting requirements until:

1. the issuer is required to file reports under Exchange Act Sections 13(a) or 15(d);
2. the issuer has filed at least one annual report and has fewer than 300 holders of record;
3. the issuer has filed at least three annual reports and has total assets that do not exceed \$10 million;
4. the issuer or another party purchases or repurchases all of the securities issued pursuant to Section 4(a)(6), including any payment in full of debt securities or any complete redemption of redeemable securities; or the issuer liquidates or dissolves in accordance with state law.

APPENDICES

[Appendix A: Business Description & Plan](#)

[Appendix B: Investor Contracts](#)

[Rev Share Agreement Payback Multiple](#)

[Appendix C: Financial Statements](#)

[Financials 1](#)

[Financials 2](#)

[Appendix D: Director & Officer Work History](#)

[John Raymond](#)

[Appendix E: Supporting Documents](#)

[Golden_Trinity_Management_LLC_Operating_Agreement_revised_23_April_2024_-_signed__2__1_.pdf](#)

Signatures

Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

The issuer certifies that it has established means to keep accurate records of the holders of the securities it would offer and sell through the intermediary's platform.

The following documents will be filed with the SEC:

[Cover Page XML](#)

[Offering Statement \(this page\)](#)

[Appendix A: Business Description & Plan](#)

[Appendix B: Investor Contracts](#)

[Rev Share Agreement Payback Multiple](#)

[Appendix C: Financial Statements](#)

[Financials 1](#)

Appendix D: Director & Officer Work History

John Raymond

Appendix E: Supporting Documents

Golden_Trinity_Management__LLC_Operating_Agreement_revised_23_April_2024_-_signed__2__1_.pdf

Wefunder Portal will review the information you provide before we agree to submit a Form C to the SEC. Our review is designed to assess whether the information you have provided is complete and not inaccurate, misleading or otherwise fraudulent. Despite our review, the company submitting this Form C may be held responsible for all information provided through it, and for ensuring that the information it submits is not false or misleading in any material way and does not omit any information that would cause the information included to be false or misleading. By submitting your Form C to us, you acknowledge this. You also agree to provide any additional information or clarification we may request from you so that the Form C we submit on your behalf, in our reasonable, good faith review, does not contain incorrect information. Wefunder Portal will not submit a Form C that we believe, in our sole discretion, omits material information or contains false or misleading information. As a result, there is no guarantee that we will submit a Form C on your behalf.

Intentional misstatements or omissions of facts constitute federal criminal violations. See 18 U.S.C. 1001.

The issuer certifies that it has established means to keep accurate records of the holders of the securities it would offer and sell through the Form C.

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C and has duly caused this Form to be signed on its behalf by the duly authorized undersigned.

I authorize Wefunder Portal to submit a Form C to the SEC based on the information I provided through this online form and my company's Wefunder profile.

As an authorized representative of the company, I appoint Wefunder Portal as the company's true and lawful representative and attorney-in-fact, in the company's name, place and stead to make, execute, sign, acknowledge, swear to and file a Form C, any future non-material Form C-A, any future Form C-U, and any future Form C-W on the company's behalf. This power of attorney is coupled with an interest and is irrevocable. The company hereby waives any and all defenses that may be available to contest, negate or disaffirm the actions of Wefunder Portal taken in good faith under or in reliance upon this power of attorney.

Before you click on the button below, please review the information you have provided carefully.

We strongly recommend you have your company's lawyer review the information as well. The company submitting this Form C is responsible for all information provided through it, and for ensuring that the information it submits is not false or misleading in any material way and does not omit any information that would cause the information included to be false or misleading.

- I verify the Form C is 100% accurate**
- I agree to the [Wefunder Listing Agreement](#)**
- I agree to the [Lead Investor Agreement](#)**

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), the issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form C and has duly caused this Form to be signed on its behalf by the duly authorized undersigned.

Golden Trinity LLC

By

John Raymond

Manager

Pursuant to the requirements of Sections 4(a)(6) and 4A of the Securities Act of 1933 and Regulation Crowdfunding (§ 227.100 et seq.), this Form C and [Transfer Agent Agreement](#) has been signed by the following persons in the capacities and on the dates indicated.

John Raymond

Manager
5/21/2026

The Form C must be signed by the issuer, its principal executive officer or officers, its principal financial officer, its controller or principal accounting officer and at least a majority of the board of directors or persons performing similar functions.