OFFERING MEMORANDUM

Ayass Research Institute, L.L.C.

Units of Preferred Equity Membership Interest

USD $10,000,000

Maximum Offering: USD $10,000,000*
No Minimum Offering
Minimum Subscription: USD $25,000

Ayass Research Institute, L.L.C. ("we", "our", us", or the "Company") is a Texas limited liability company managed by Dr. Mohamad A. Ayass, M.D. (our "Manager" and "CEO"). We are seeking strategic investment to accelerate the development and commercialization of our Transcriptome Analysis Program. We are seeking to drive the refinement of our technology, the expansion of our customer base, and the advancement of our research collaborations. We believe the Company is on the forefront of transformative genomics research and well-positioned to reap substantial rewards in the growing biotechnology landscape. Our Transcriptome Analysis Program stands out due to its integration of cutting-edge sequencing technology, robust bioinformatics, and customizable analysis options. With an accuracy rate of over 90%, we have harnessed the potential of 18,000 gene transcriptomes, meticulously investigating 162 million combinations of gene networks. We offer researchers a comprehensive toolkit to extract meaningful insights from transcriptomic data efficiently and accurately. Our Transcriptome Analysis Program represents an unprecedented opportunity in groundbreaking genomics research. With the potential to catalyze advancements in medicine, biology, and drug discovery, we believe our program is primed to make a lasting impact on scientific progress and healthcare outcomes. There can be no assurance these objectives will be achieved. (See "Risk Factors" and "Description of Business").

This investment involves a high degree of risk further described in the "Risk Factors" section of this Memorandum. Subscription of these securities should be considered only if you can afford a possible total loss of your investment. Neither the U.S. Securities and Exchange Commission (the "SEC" or "Commission") nor any state securities commission has approved or disapproved of this Offering or determined if this Memorandum is truthful or complete. Any representation to the contrary is a criminal offense.

THIS MEMORANDUM IS FOR PROSPECTIVE PURCHASERS OF THE COMPANY'S SECURITIES AND THEIR FINANCIAL AND/OR LEGAL ADVISORS OR REPRESENTATIVES.

FOR MORE INFORMATION, PLEASE CONTACT:

Ayass Research Institute, L.L.C.
8501 Wade Blvd, Suite 750, Frisco, Texas 75034 USA
Telephone: (806) 584-0402 E-mail: mayass@ayassbioscience.com

The effective date of this Memorandum is November ____, 2023

This cover page is continued on the following pages.

* May be expanded to USD $20,000,000 in the Company's sole discretion without notice.

	Price to Investors	Selling Commissions and Discounts (1)(3)(7)	Proceeds to Company or Other Persons (2)(3)(7)
Minimum Subscription (4)	USD $25,000	USD $0	USD $25,000
Minimum Offering (5)	N/A	N/A	N/A
Maximum Offering (6)	USD $10,000,000	USD $0	USD $10,000,000

FOOTNOTES:

(1) These securities will be offered and sold by our Management who will not receive remuneration in connection with such activities absent licensure. Sales commissions and/or finder fees may be paid by the Company to broker-dealers who are members of the Financial Industry Regulatory Authority ("FINRA"), licensed issuer-agents, or others where not prohibited by law of up to ten percent (10%). Such persons may be Affiliates of the Company's Management.

(2) Before deducting expenses related to the offering including legal, accounting, marketing, overhead, administration, etc. (See "Estimated Use of Proceeds" and "Compensation").

(3) May be paid to Affiliates of the Company.

(4) We may waive such minimums in our sole discretion. Purchases 25,000 Preferred Equity Units.

(5) No minimum number of Units need to be sold in order for us to utilize the proceeds of this offering. Your invested funds will not be escrowed and will become available to the Company for immediate use.

(6) May be expanded up to USD $20,000,000 in the Company's sole discretion without notice.

(7) Actual amounts may materially vary.

This document is our Offering memorandum (this "Memorandum"). This Offering is not available to the general public. This Memorandum has been prepared for the purpose of providing certain information regarding an investment in the Securities by qualified investors. It does not purport to be complete and is subject to change, correction, amendment and/or supplementation.

This Offering is being made only to (1) "accredited" investors pursuant to Section 4(a)(5) and/or Rule 506(c) of Regulation D promulgated under the U.S. Securities Act of 1933, as amended (the "Act"), and/or other applicable U.S. federal and state law exemptions from registration; and/or (2) "non-U.S. persons," as defined in Regulation S of the Act (the "Offering").

If you are not a U.S. Person, you will be required to warrant that you are not a U.S. Person, as that term is defined in Regulation S promulgated pursuant to the Act. If you subscribe in the Offering as a non-U.S. Person, you will be required to warrant that you are purchasing the Securities for your own account and not for the account or benefit of a U.S. person. You must also agree that if you re-sell the Securities, you will do so only in accordance with the provisions of Regulation S (Rule 901 through Rule 905, and Preliminary Notes), pursuant to registration under the Act, or pursuant to an available exemption from registration. As a non-U.S. Person, you shall also be required to agree, under penalties of perjury, not to engage in hedging transactions with regard to the Securities unless in compliance with the Act.

THE SEC DOES NOT PASS UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING MEMORANDUM OR OFFERING CIRCULAR OR OTHER SELLING LITERATURE. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SEC; HOWEVER,

THE SEC HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED HEREUNDER ARE EXEMPT FROM REGISTRATION.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, AND ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE OR OTHER SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

IN MAKING A DECISION YOU MUST RELY ON YOUR OWN EXAMINATION OF THE ISSUER (THE COMPANY) AND THE TERMS OF THE OFFERING, INCUDING THE MERITS AND RISKS INVOLVED. YOU SHOULD BE AWARE THAT YOU WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AT LEAST TWELVE (12) MONTHS OR PERHAPS FOR AN INDEFINITE PERIOD OF TIME.

AN INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK, AND INVESTORS SHOULD NOT INVEST IN THIS OFFERING UNLESS THEY CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. SEE "RISK FACTORS" FOR RISKS WE BELIEVE PRESENT THE MOST SUBSTANTIAL AND MATERIAL RISKS TO AN INVESTOR IN THIS OFFERING.

THIS MEMORANDUM, INCLUDING THE MATERIALS ATTACHED HERETO, IS NOT PUBLICLY AVAILABLE, SHALL BE TREATED AS STRICTLY CONFIDENTIAL, AND SHALL NOT BE REPRODUCED OR SHOWN TO ANY PERSON OTHER THAN PROSPECTIVE INVESTORS' FINANCIAL AND LEGAL ADVISORS AND SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN TO EVALUATE AN INVESTMENT IN THE SECURITIES OFFERED.

PROSPECTIVE INVESTORS ARE URGED TO REVIEW CAREFULLY THIS OFFERING MEMORANDUM AND THE EXHIBITS HERETO BEFORE MAKING A DETERMINATION TO SUBSCRIBE FOR AND PURCHASE THE SECURITIES.

THE PURCHASE OF THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND IS LIMITED TO "ACCREDITED INVESTORS" AS DEFINED IN REGULATION D PROMULGATED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), AND "NON-U.S. PERSONS," AS DEFINED IN REGULATION S PROMULGATED UNDER THE U.S. SECURITIES ACT. SEE "RISK FACTORS."

THE SECURITIES MAY BE PURCHASED ONLY FOLLOWING EXECUTION OF A SUBSCRIPTION AGREEMENT BETWEEN THE COMPANY AND THE INVESTOR (THE "SUBSCRIPTION AGREEMENT"). A COPY OF THE FORM OF SUBSCRIPTION AGREEMENT IS ANNEXED HERETO IN THE EXHIBIT SECTION OF THIS MEMORANDUM.

NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SECURITIES MAY BE MADE EXCEPT (I) IN ACCORDANCE WITH THE PROVISIONS OF THE SUBSCRIPTION AGREEMENT, AND (II) (A) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER THE U.S. SECURITIES ACT, AND ALL APPLICABLE STATE SECURITIES OR "BLUE SKY" LAWS OR THE LAWS OF ANY OTHER JURISDICTION, OR (B) IF THE COMPANY HAS BEEN FURNISHED WITH AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION IS EXEMPT FROM THE PROVISIONS OF SECTION 5 OF THE U.S.

SECURITIES ACT AND THE RULES AND REGULATIONS THEREUNDER AND IS NOT IN VIOLATION OF APPLICABLE STATE SECURITIES LAWS OR THE LAWS OF ANY OTHER JURISDICTION.

IN VIEW OF THE RISKS DISCLOSED HEREIN AND THE RESTRICTIONS ON TRANSFER, ONLY PERSONS ABLE TO BEAR THE ECONOMIC RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD AND ABLE TO AFFORD A TOTAL LOSS OF THEIR INVESTMENT SHOULD CONSIDER PURCHASING THE SECURITIES. SEE "RISK FACTORS."

NO PERSON, OTHER THAN AS STATED HEREIN, HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATION OR GIVE ANY INFORMATION WITH RESPECT TO THE SECURITIES AND NO OFFERING LITERATURE OR ADVERTISING IN WHATEVER FORM SHALL BE EMPLOYED IN THE OFFERING OF THE SECURITIES, EXCEPT THE INFORMATION CONTAINED HEREIN AND IN THE DISCLOSURE DOCUMENTS. PROSPECTIVE INVESTORS ARE EXPECTED TO CONDUCT THEIR OWN INQUIRIES INTO THIS OFFERING AND ANY RELATED MATTERS. ALL DOCUMENTS RELATING TO AN INVESTMENT IN THE SECURITIES (AND ANY ADDITIONAL INFORMATION THAT IS AVAILABLE OR CAN BE OBTAINED WITHOUT UNREASONABLE DELAY, EFFORT OR EXPENSE) WILL BE MADE AVAILABLE TO PROSPECTIVE INVESTORS UPON REQUEST.

THE STATEMENTS MADE REGARDING MANAGEMENT'S PLANS AND OBJECTIVES, STATEMENTS MADE REGARDING PROJECTED OPERATIONAL AND ECONOMIC PERFORMANCE, AND THE ASSUMPTIONS MADE BY THE COMPANY IN DETERMINING AND RELATING TO THE FOREGOING CONSTITUTE "FORWARD-LOOKING STATEMENTS." ALTHOUGH THE COMPANY BELIEVES THAT THE PLANS, INTENTIONS AND EXPECTATIONS REFLECTED IN SUCH FORWARD-LOOKING STATEMENTS ARE REASONABLE, THERE CAN BE NO ASSURANCE THAT SUCH PLANS, INTENTIONS OR EXPECTATIONS WILL BE ACHIEVED. CERTAIN IMPORTANT FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM SUCH FORWARD-LOOKING STATEMENTS ARE SET FORTH IN THIS MEMORANDUM AND THE DISCLOSURE DOCUMENTS. IN ADDITION, SUCH FORWARD-LOOKING STATEMENTS ARE NECESSARILY BASED UPON ASSUMPTIONS AND ESTIMATES THAT MAY BE INCORRECT OR IMPRECISE AND INVOLVE KNOWN AND UNKNOWN RISKS AND OTHER FACTS. GIVEN THESE UNCERTAINTIES, PROSPECTIVE INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON SUCH FORWARD-LOOKING STATEMENTS. ALL FORWARDLOOKING STATEMENTS ATTRIBUTABLE TO THE COMPANY OR PERSONS ACTING ON THEIR BEHALF ARE EXPRESSLY QUALIFIED IN THEIR ENTIRETY BY THE CAUTIONARY STATEMENTS AND QUALIFICATIONS SET FORTH BELOW AND ELSEWHERE IN THIS MEMORANDUM. THE COMPANY EXPRESSLY DISCLAIMS ANY OBLIGATION OR UNDERTAKING TO PROVIDE POTENTIAL INVESTORS ANY UPDATES OR REVISIONS TO ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN TO REFLECT ANY CHANGE IN THE COMPANY'S EXPECTATIONS WITH REGARD THERETO OR ANY CHANGE IN EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH ANY SUCH STATEMENT IS BASED.

THE SECURITIES HAVE NOT BEEN REGISTERED WITH OR APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), NOR HAVE THEY BEEN REGISTERED WITH OR APPROVED OR DISAPPROVED BY ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION. NEITHER THE SEC NOR ANY SUCH AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING MEMORANDUM, NOR IS IT INTENDED THAT THE SEC OR ANY SUCH AUTHORITY WILL DO SO. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THIS OFFERING OF SECURITIES IS BEING MADE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND STATE SECURITIES LAWS AS AN OFFER AND SALE OF SECURITIES NOT INVOLVING A PUBLIC OFFERING. THIS OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY IN ANY STATE OR OTHER JURISDICTION WHERE IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION AND MAY NOT BE USED IN ANY STATE OR OTHER JURISDICTION IN WHICH AN OFFER OR SOLICITATION OF SECURITIES IS NOT AUTHORIZED.

STATEMENTS IN THIS MEMORANDUM ARE MADE AS OF THE DATE HEREOF UNLESS STATED OTHERWISE, AND NEITHER DELIVERY OF THIS OFFERING MEMORANDUM AT ANY TIME, NOR ANY SALES HEREUNDER, SHALL UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF OR THAT THERE HAS BEEN NO CHANGE IN THE BUSINESS, FINANCIAL CONDITION OR PROSPECTS OF THE COMPANY SINCE THE DATE HEREOF AND/OR THE DATES REFERRED TO HEREIN. IN ADDITION, THE COMPANY IS UNDER NO OBLIGATION TO UPDATE THE INFORMATION PRESENTED HEREIN.

PROSPECTIVE INVESTORS SHOULD NOT CONSTRUE THE CONTENTS OF THIS OFFERING MEMORANDUM AS LEGAL, TAX OR INVESTMENT ADVICE. LEGAL COUNSEL, ACCOUNTANTS OR INVESTMENT ADVISORS HAVE NOT BEEN ENGAGED ON BEHALF OF PROSPECTIVE INVESTORS AND EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN LEGAL COUNSEL, ACCOUNTANT OR INVESTMENT ADVISOR AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING ITS INVESTMENT. THE COMPANY IS NOT MAKING ANY REPRESENTATION TO ANY OFFEREE OR PURCHASER OF THESE SECURITIES REGARDING THE LEGALITY OF AN INVESTMENT THEREIN BY SUCH OFFEREE OR PURCHASER UNDER APPLICABLE LAWS. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

IRS Circular 230 Disclosure: To ensure compliance with U.S. Treasury Department Circular 230, Investors in the Securities are hereby notified that: (a) any discussion of U.S. Federal tax issues in this document is not intended or written by the Company to be relied upon, and cannot be relied upon by Investors in the Securities, for the purpose of avoiding penalties that may be imposed on Investors in the Securities under the U.S. Internal Revenue Code (the "Code"); (b) such discussion is written in connection with the promotion or marketing of the transactions or matters addressed herein by the Company; and (c) Investors in the Securities should seek advice based on their particular circumstances from their own independent tax advisors.

This Memorandum amends and restates all prior versions, if any, through the latest date shown on the cover page hereof.

SPECIAL NOTICE TO ALL NON-U.S. INVESTORS OR NON-U.S. PERSONS

IF YOU LIVE OUTSIDE THE UNITED STATES, IT IS YOUR RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY PURCHASE OF THE COMPANY'S SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES.

THE COMPANY'S SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER ANY SECURITIES LAWS OF ANY APPLICABLE NON-U.S. JURISDICTION OR APPROVED OR DISAPPROVED BY ANY AGENCY OF ANY APPLICABLE NON-U.S. JURISDICTION. THE COMPANY OR ITS MANAGEMENT OR AFFILIATES MAKE NO REPRESENTATION WHETHER THE OFFERING AND/OR THE SECURITIES OFFERED HEREBY COMPLY WITH ANY APPLICABLE REGISTRATION REQUIREMENTS, OR ANY APPLICABLE EXEMPTIONS FROM REGISTRATION, OF ANY APPLICABLE NON-U.S. JURISDICTIONS.

THE COMPANY'S SECURITIES HAVE NOT AND WILL NOT BE REGISTERED UNDER THE UNITED STATES' U.S. SECURITIES ACT OF 1933, AS AMENDED, AND, INSOFAR AS SUCH SECURITIES ARE OFFERED AND SOLD TO PERSONS WHO ARE NEITHER NATIONALS, CITIZENS, RESIDENTS NOR ENTITIES OF THE UNITED STATES, THEY MAY NOT BE TRANSFERRED OR RESOLD DIRECTLY OR INDIRECTLY IN THE UNITED STATES, ITS TERRITORIES OR POSSESSIONS, RESIDENTS OR ENTITIES NORMALLY RESIDENT THEREIN (OR TO ANY PERSON ACTING FOR THE ACCOUNT OF ANY SUCH NATIONAL, CITIZEN, ENTITY OR RESIDENT). FURTHER RESTRICTIONS ON TRANSFER WILL BE IMPOSED TO PREVENT SUCH SECURITIES FROM BEING HELD BY U.S. PERSONS.

THE SECURITIES OFFERED HEREBY CANNOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO "U.S. PERSONS" (AS SUCH TERM IS DEFINED IN REGULATION S, PROMULGATED UNDER THE U.S. SECURITIES ACT) UNLESS THE SECURITIES ARE REGISTERED UNDER THE U.S. SECURITIES ACT, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT IS AVAILABLE (for example, Rule 506(c) under Regulation D).

If you invest in the Company's Securities, you will be required to acknowledge, among other things, that:

a. If you are not a "U.S. Person" (as hereafter defined):
    i. The Company's Securities are not being purchased for the account or the benefit of a U.S. Person;
    ii. At the time the buy order for the Company's Securities is originated, you will be outside the United States in accordance with Regulation S, promulgated under the U.S. Securities Act;
    iii. You will not enter into any discussions regarding the acquisition of the Company's Securities, and are not acquiring the Company's Securities, while in the United States;
    iv. You are acquiring the Company's Securities without (A) any directed selling efforts made in the United States by the Company, our management, a distributor of the Company and/or our officers or directors, any of their respective Affiliates, or any persons acting on behalf of any of the foregoing, and (B) any advertisement or publication by the Company in violation of Regulation S; and
    v. Any resale of the Company's Securities must be made in accordance with Regulation S, as promulgated under the U.S. Securities Act.

b. If you are a "U.S. Person" (as hereafter defined), you:
    i. Initiated discussions with the Company relating to the purchase of the Company's Securities on an unsolicited basis;
    ii. Did not receive any information regarding such purchase and sale through any general solicitation or general advertising within the meaning of Rule 502 of Regulation D, promulgated under the U.S. Securities Act; and

iii. Are an "Accredited Investor" as that term is defined in Rule 501(a) of Regulation D, promulgated under the U.S. Securities Act (as described below).

For purposes of the foregoing, the term "U.S. Person" means (a) any natural person resident of the United States; (b) any partnership or corporation organized or incorporated under the laws of the United States; (c) any estate of which any executor or administrator is a U.S. Person; (d) any trust of which any trustee is a U.S. Person; (e) any agency or branch of a non-U.S. entity located in the United States; (f) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person; (g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and (h) any partnership or corporation if: (A) organized or incorporated under the laws of any non-U.S. jurisdiction, and (B) formed by a U.S. Person principally for the purpose of investing in securities not registered under the U.S. Securities Act, unless it is organized or incorporated, and owned, by "Accredited Investors" who are not natural persons, estates or trusts.

IMPORTANT NOTICES ABOUT INFORMATION PRESENTED IN THIS MEMORANDUM

The information contained in this Memorandum is available to "accredited investors" only and is furnished for your use as a potential Preferred Equity Member of the Company.

By receiving this Memorandum you agree not to transmit, reproduce or make this Memorandum or any related exhibits or documents available to any other person or entity.

If you do not agree to this condition, you will return this Memorandum to the address on the cover, postage pre-paid, within three (3) days of your receipt.

Your failure to keep this Memorandum strictly confidential may cause the Company to incur actual damages of an indeterminable amount, subjecting you to potential legal liability.

Any clerical mistakes or errors in this Memorandum are ministerial in nature and are not a material factual misrepresentation or a material omission of fact.

As there is no minimum offering threshold in this Offering, initial or earlier investors may bear a greater and disproportionate share of the risk factors set forth in this Memorandum than investors who invest later or when the Company is better capitalized (See "Risk Factors").

This Offering is available only to "accredited investors" as defined by Rule 501(a) of the U.S. Securities Act of 1933, as amended (See "Who May Invest").

We reserve the right to withdraw this Offering at any time and for any or no reason without notice.

We also reserve the right to issue securities of any kind at any time on terms other than the terms set forth in the Memorandum, including, but not limited to, entering into one or more side-letters materially adjusting such terms.

This Memorandum does not constitute an offer in any jurisdiction or to any person to whom it is unlawful to make such an offer in such jurisdiction.

An offer may be made only by an authorized representative of the Company and must be accompanied by a copy of this Memorandum including all Exhibits. Unless a FINRA-registered broker-dealer is involved in this Offering, the securities described herein will be offered by the Company through our Management on a "best efforts" basis in which case such persons will not receive direct compensation based upon such efforts. No dealer, salesman or other person unaffiliated with the Company has been authorized to give you any information or make any representations other than those contained in this Memorandum. If you receive other information, do not rely on it.

Our affairs may have changed materially since the date on the cover of this Memorandum. Neither delivery of this Memorandum nor any transactions made hereunder shall, under any circumstances, create an implication that there has been no material change in our affairs since that date.

You and/or your advisors and representatives may ask questions of, and receive answers from, our Management concerning the terms and conditions of this Offering as well as our overall objectives. We also will endeavor to provide you with any additional information, to the extent we possess such information or can acquire it without unreasonable effort or expense, necessary to substantiate the information set forth in this Memorandum.

Securities acquired through this Offering may not be transferred without the express written permission of the Company or in the absence of an effective registration statement unless the prospective transferee establishes, to the satisfaction of the Company, that an exemption from registration is available. Any certificates evidencing ownership of securities offered hereby shall bear a restrictive legend to this effect.

The securities described herein should be considered a non-liquid, speculative investment. (See "Risk Factors").

IF YOU OR YOUR ADVISOR(S) DESIRE ADDITIONAL INFORMATION, PLEASE CONTACT:

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STATE NOTICES

THE PRESENCE OF A LEGEND FOR ANY GIVEN JURISDICTION REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT JURISDICTION AND SHOULD NEITHER BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN ANY PARTICULAR JURISDICTION NOR THAT THE PARTNERSHIP IS SUBJECT TO THE SECURITIES LAWS OF ANY NAMED JURISDICTION. IN THE EVENT ANY CITED STATE-SPECIFIC EXEMPTION IS UNAVAILABLE FOR THE OFFERING FOR WHATEVER REASON, THE PARTNERSHIP NEVERTHELESS CLAIMS EXEMPTION PURSUANT TO SECTION 18(b)(4)(D) OF THE U.S. SECURITIES ACT OF 1933, AS AMENDED.

FOR ALABAMA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR ALASKA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR ARIZONA RESIDENTS: THESE SECURITIES MAY BE SOLD ONLY TO "ACCREDITED INVESTORS" FOR INVESTMENT AND NOT IN CONNECTION WITH A DISTRIBUTION. INVESTORS MAY NOT RESELL THE SECURITIES UNLESS THE SECURITIES ARE FIRST REGISTERED OR QUALIFY FOR AN EXEMPTION FROM REGISTRATION. THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR THE ARIZONA CORPORATION COMMISSION NOR HAVE THEY PASSED UPON THE MERITS OF OR OTHERWISE APPROVED THE OFFERING.

FOR ARKANSAS RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR CALIFORNIA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR COLORADO RESIDENTS: THIS INFORMATION IS DISTRIBUTED PURSUANT TO AN EXEMPTION FOR SMALL OFFERINGS UNDER THE RULES OF THE COLORADO SECURITIES DIVISION. THE SECURITIES DIVISION HAS NEITHER REVIEWED NOR APPROVED ITS FORM AND CONTENT. THE SECURITIES DESCRIBED MAY ONLY BE PURCHASED BY "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D AND THE RULES OF THE COLORADO SECURITIES DIVISION.

FOR CONNECTICUT RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BANKING COMMISSIONER OF THE STATE OF CONNECTICUT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUANCE OF THE OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES ARE AVAILABLE ONLY TO "ACCREDITED INVESTORS" AND HAVE NOT BEEN REGISTERED UNDER THE CONNECTICUT UNIFORM U.S. SECURITIES ACT AND THEREFORE CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER SUCH ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR DELAWARE RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE DELAWARE U.S. SECURITIES ACT AND ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 503 OF THE DELAWARE U.S. SECURITIES ACT. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR FLORIDA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR GEORGIA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR HAWAII RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE HAWAII UNIFORM U.S. SECURITIES ACT (MODIFIED), BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE FACT THAT IT IS AVAILABLE ONLY TO "ACCREDITED INVESTORS". THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR IDAHO RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR ILLINOIS RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR INDIANA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE INDIANA BLUE SKY LAW AND ARE OFFERED PURSUANT TO INDIANA SECURITIES COMMISSION ADMINISTRATIVE ORDER "MODEL ACCREDITED INVESTOR EXEMPTION" (FEBRUARY 27, 1998), AS AMENDED. THESE SECURITIES MAY BE TRANSFERRED OR RESOLD ONLY IF SUBSEQUENTLY REGISTERED OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR IOWA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR KANSAS RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE KANSAS U.S. SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO SECTION 81-5-13 OF THE KANSAS ADMINISTRATIVE REGULATIONS, AS AMENDED. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY

PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR KENTUCKY RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR LOUISIANA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MAINE RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE MAINE UNIFORM U.S. SECURITIES ACT OF 2005, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO CHAPTER 537 OF THE RULES OF THE MAINE OFFICE OF SECURITIES. THESE SECURITIES ARE AVAILABLE TO "ACCREDITED INVESTORS" ONLY AND CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR MARYLAND RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MASSACHUSETTS RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MICHIGAN RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MINNESOTA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MISSISSIPPI RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR MISSOURI RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE MISSOURI U.S. SECURITIES ACT OF 2003, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO 15 CSR 30-54-215 RELATING TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR MONTANA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR NEBRASKA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE U.S. SECURITIES ACT OF NEBRASKA, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY AS PER SECTION 8-1111.8 OF SAID ACT. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEVADA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE NEVADA U.S. SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY AS PER SECTION 90.536 OF THE NEVADA ADMINISTRATIVE CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEW HAMPSHIRE RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR NEW JERSEY RESIDENTS: THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. THE FILING OF THE WITHIN OFFERING WITH THE BUREAU OF SECURITIES DOES NOT CONSTITUTE APPROVAL OF THE ISSUE OR THE SALE THEREOF BY THE BUREAU OF SECURITIES OR THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEW JERSEY. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE NEW JERSEY U.S. SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY AS PER NEW JERSEY SECURITIES BUREAU ADMINISTRATIVE ORDER DATED MARCH 24, 1998. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEW MEXICO RESIDENTS: 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 BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE NEW MEXICO U.S. SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY IN ACCORDANCE WITH SECTION 58-13B-28E OF SAID ACT AND SECTION 12.11.12.20 OF THE NEW MEXICO ADMINISTRATIVE CODE. THESE

SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR NEW YORK RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR NORTH CAROLINA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR NORTH DAKOTA RESIDENTS: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE NORTH DAKOTA U.S. SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO SECTION 10-04-06(17) OF THE NORTH DAKOTA CENTURY CODE (N.D.C.C.) DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR OHIO RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE OHIO U.S. SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY AS PER SECTION 1707.03(Y) OF THE OHIO REVISED CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR OKLAHOMA RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR PENNSYLVANIA RESIDENTS: THE UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER SECTION 201 OF THE PENNSYLVANIA U.S. SECURITIES ACT OF 1972, AS AMENDED, AND ARE ONLY AVAILABLE TO "ACCREDITED INVESTORS" AS PER SECTION 203(t) OF SAID ACT. THESE SECURITIES MAY BE RESOLD BY RESIDENTS OF PENNSYLVANIA ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF SAID ACT OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION DIRECTLY FROM AN ISSUER OR AFFILIATE OF AN ISSUER, SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER, UNDERWRITER (IF ANY), OR ANY OTHER PERSON WITHIN TWO BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO WRITTEN BINDING CONTRACT OF PURCHASE, WITHIN TWO BUSINESS DAYS AFTER THEY MAKE THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED. NEITHER THE PENNSYLVANIA SECURITIES COMMISSION NOR ANY OTHER AGENCY HAS PASSED ON OR ENDORSED

THE MERITS OF THIS OFFERING, AND ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. PENNSYLVANIA SUBSCRIBERS MAY NOT SELL THEIR SECURITIES INTERESTS FOR ONE YEAR FROM THE DATE OF PURCHASE IF SUCH A SALE WOULD VIOLATE SECTION 203(d) OF THE PENNSYLVANIA U.S. SECURITIES ACT.

FOR RHODE ISLAND RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE RHODE ISLAND U.S. SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO RULE 403(c)-1 OF THE REGULATIONS OF THE RHODE ISLAND DIVISION OF SECURITIES DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR SOUTH CAROLINA RESIDENTS: THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER ONE OR MORE U.S. SECURITIES ACTS, INCLUDING, BUT NOT LIMITED TO, EXEMPTIONS AVAILABLE UNDER THE SOUTH CAROLINA UNIFORM U.S. SECURITIES ACT OF 2005, AS AMENDED, PURSUANT TO SOUTH CAROLINA SECURITIES DIVISION ORDER 97018 DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR SOUTH DAKOTA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE SOUTH DAKOTA UNIFORM U.S. SECURITIES ACT OF 2002, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER CLAIMED PURSUANT TO SECTION 20:08:07:29 OF SOUTH DAKOTA ADMINISTRATIVE RULES DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR TENNESSEE RESIDENTS: THESE SECURITIES MAY ONLY BE OFFERED OR SOLD TO "ACCREDITED INVESTORS" AS DEFINED BY RULE 501(a) OF SEC REGULATION D PURSUANT TO AVAILABLE FEDERAL AND/OR STATE EXEMPTIONS FROM REGISTRATION.

FOR TEXAS RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE TEXAS U.S. SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY AS PER RULE 139.19 OF THE TEXAS ADMINISTRATIVE CODE. THESE SECURITIES CANNOT

BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTMENT IS SUITABLE IF IT DOES NOT EXCEED 10% OF THE INVESTOR'S NET WORTH.

FOR UTAH RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE UTAH UNIFORM U.S. SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY PURUSANT TO RULE R164-14-25s OF THE UTAH ADMINISTRATIVE CODE. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR VERMONT RESIDENTS: INVESTMENT IN THESE SECURITIES INVOLVES SIGNIFICANT RISKS AND IS SUITABLE ONLY FOR PERSONS WHO HAVE NO NEED FOR IMMEDIATE LIQUIDITY IN THEIR INVESTMENT AND WHO CAN BEAR THE ECONOMIC RISK OF A LOSS OF THEIR ENTIRE INVESTMENT. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. 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 BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITITES ACT OF 1933 AND THE VERMONT U.S. SECURITIES ACT, PURSANT TO REGISTRATION OR EXEMPTION THEREFROM. THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE VERMONT U.S. SECURITIES ACT, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY PURUSANT TO THE ORDER ISSUED UNDER SECTION 4204(a)(15) OF SAID ACT BY THE COMMISSIONER OF BANKING, INSURANCE, SECURITIES AND HEALTHCARE ADMINISTRATION OF THE STATE OF VERMONT ON JULY 10, 2000.

FOR VIRGINIA RESIDENTS: THESE SECURITIES ARE BEING ISSUED PURSUANT TO A CLAIM OF EXEMPTION FROM THE REGISTRATION AND QUALIFICATION PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS AND SHALL NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH THE REGISTRATION OR QUALIFICATION PROVISIONS OF APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR APPLICABLE EXEMPTIONS THEREFROM. THESE SECURITIES ARE ONLY AVAILABILE TO "ACCREDITED INVESTORS" PURSUANT TO 21 V.A.C. 5-40-140.

FOR WASHINGTON RESIDENTS: THIS OFFERING HAS NOT BEEN REVIEWED OR APPROVED BY THE WASHINGTON SECURITIES ADMINISTRATOR AND THE SECURITIES OFFERED HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF WASHINGTON. THE ISSUER IS CLAIMING AN EXEMPTION FROM REGISTRATION PURSUANT TO SECTION 460-44A-300 OF THE WASHINGTON ADMINISTRATIVE CODE WHICH PROVIDES AN EXEMPTION FOR OFFERINGS MADE AVAILABLE ONLY TO "ACCREDITED INVESTORS". NO DETERMINATION HAS BEEN MADE AS TO WHETHER THE ISSUER QUALIFIES FOR THIS EXEMPTION. THESE SECURITIES MAY BE TRANSFERRED OR RESOLD BY RESIDENTS OF WASHINGTON ONLY IF REGISTERED PURSUANT TO THE PROVISIONS OF THE ACT OR IF AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE

INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED, IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

FOR WEST VIRGINIA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE U.S. SECURITIES ACT OF WEST VIRGINIA, AS AMENDED, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY AS PER THE WEST VIRGINIA SECURITIES COMMISSIONER'S ORDER PROMULGATING PROCEDURES FOR IMPLEMENTATION OF AN ACCREDITED INVESTOR EXEMPTION DATED MARCH 29, 1999. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR WISCONSIN RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE WISCONSIN UNIFORM SECURITIES LAW, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER RELATING TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY (SECTION 551.23(8)(g), WISCONSIN STATUTES). THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR WYOMING RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE WYOMING UNIFORM U.S. SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS CLAIMED THEREUNDER DUE TO THE AVAILABILITY OF THE OFFERING TO "ACCREDITED INVESTORS" ONLY AS PER CHAPTER 9 SECTION 3 OF THE WYOMING SECURITIES DIVISION REGULATIONS. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THE INVESTMENT SHOULD NOT EXCEED 20% OF THE INVESTOR'S NET WORTH.

FOR RESIDENTS OF ALL STATES / JURISDICTIONS: THIS OFFERING IS NOT AVAILABLE TO YOU UNLESS (1) YOU ARE AN ACCREDITED INVESTOR, (2) YOUR STATE OR JURISDICTION RECOGNIZES AN EXEMPTION FROM REGISTRATION IN GENERAL ACCORD WITH THE MODEL ACCREDITED INVESTOR EXEMPTION (MAIE) AS ADOPTED BY THE NORTH AMERICAN SECURITIES ADMINISTRATORS ASSOCIATION (NASAA), AND/OR (3) A FEDERAL EXEMPTION IS AVAILABLE PURSUANT TO SECTION 18(b)(4)(D) OF THE U.S. SECURITIES ACT OF 1933, AS AMENDED.

WHO MAY INVEST

To invest in this Offering, you must represent in writing that:

a. You accept the terms of this Memorandum;

b. You are acquiring such securities for your own account, and not with a view to resale or distribution;

c. Your overall commitment to invest is not disproportionate to your net worth, and your capital contribution to the Company will not cause such overall commitment to become excessive;

d. You can bear the economic risk of your capital contribution to the Company for an indefinite period of time, and can at the present time afford a total loss of your investment;

e. You have thoroughly read and understand the terms of this Memorandum (including all Exhibits) and agree to be bound thereto;

f. You understand and accept the risks associated with the Company's activities; and

g. You are an "Accredited Investor" as defined by Rule 501(a) of the U.S. Securities Act of 1933, as amended (the "Act"). You are deemed an "Accredited Investor" if:

- You are a natural person whose individual net worth (not including of the value of your primary residence), or joint net worth with your spouse, presently exceeds USD $1,000,000;

- You are a natural person who had an individual income in excess of USD $200,000 in each of the two most recent years or joint income with your spouse in excess of USD $300,000 in each of those years and you reasonably expect reaching the same income level in the current year;

- You are a corporation, partnership, limited liability company, or other entity in which all of the equity owners are "Accredited Investors" (each meeting at least one of these suitability requirements);

- You are a trust with total assets in excess of USD $5,000,000 and was not formed for the specific purpose of investing in a Debenture, the trustee of which has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investing in a Debenture;

- You are either a bank, savings and loan association or other financial institution; a registered securities broker or securities dealer; an insurance company; a registered investment company or business development company; a licensed Small Business Investment Company; or a private business development company;

- You are a state-sponsored pension plan with total assets in excess of USD $5,000,000;

- You are an employee benefit plan which either (a) has a fiduciary that is a bank, savings and loan association, insurance company, or registered investment adviser; (b) has total assets in excess of USD $5,000,000; or (c) is a self-directed plan and investment decisions are made solely by persons that are "Accredited Investors" (meeting at least one of the listed suitability requirements);

- You are a non-profit organization described in section 501(c)(3) of the Internal Revenue Code that was not formed for the specific purpose of acquiring Debentures and have total assets in excess of USD $5,000,000; or

- You are a manager, executive officer, or Affiliate control-person of the Company.

These general standards represent the minimum requirements for you to subscribe to the terms of this Offering and do not necessarily mean if you meet all of these requirements that your subscription shall be accepted by the Company. We reserve the right to withdraw this Offering and/or adjust the foregoing standards in our sole discretion for any or no reason without notice.

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Ayass Research Institute, L.L.C.

SUMMARY OF OFFERING TERMS*

UNITS OF PREFERRED EQUITY MEMBERSHIP INTEREST

The following statements relating to the securities offered by the Company are summaries, do not purport to be complete, and are subject to and qualified in their entirety by reference to all of the provisions contained elsewhere in the Memorandum or to other documents referenced in the Memorandum. *NOTE: This summary alone is not the Memorandum and does not constitute an offer to sell securities of the Company. An offer may be made only by an authorized representative of the Company and the recipient must receive a complete Memorandum including all Exhibits. PLEASE READ THE MEMORANDUM.

The Company	Ayass Research Institute, L.L.C. ("we", "our", us", or the "Company") is a Texas limited liability company managed by Dr. Mohamad A. Ayass, M.D. (our "Manager" and "CEO"). We are seeking strategic investment to accelerate the development and commercialization of our Transcriptome Analysis Program. We are seeking to drive the refinement of our technology, the expansion of our customer base, and the advancement of our research collaborations. We believe the Company is on the forefront of transformative genomics research and well-positioned to reap substantial rewards in the growing biotechnology landscape. Our Transcriptome Analysis Program stands out due to its integration of cutting-edge sequencing technology, robust bioinformatics, and customizable analysis options. With an accuracy rate of over 90%, we have harnessed the potential of 18,000 gene transcriptomes, meticulously investigating 162 million combinations of gene networks. We offer researchers a comprehensive toolkit to extract meaningful insights from transcriptomic data efficiently and accurately. Our Transcriptome Analysis Program represents an unprecedented opportunity in groundbreaking genomics research. With the potential to catalyze advancements in medicine, biology, and drug discovery, we believe our program is primed to make a lasting impact on scientific progress and healthcare outcomes. There can be no assurance these objectives will be achieved. (See "Risk Factors" and "Description of Business").
The Offering	We are offering only to accredited investors ("you", "your", or the "Investor(s)") on a "best efforts" basis in accordance with the terms of our Offering Memorandum (the "Memorandum"), up to USD $10,000,000 Units of Preferred Equity Membership Interest (USD $1.00 per Unit).* This Offering is being made only to (1) "accredited" investors pursuant to Section 4(a)(5) and/or Rule 506(c) of Regulation D promulgated under the U.S. Securities Act of 1933, as amended (the "Act"), and/or other applicable U.S. federal and state law exemptions from registration; and/or (2) "non-U.S. persons," as defined in Regulation S of the Act (the "Offering").

* May be expanded to USD $20,000,000 in the Company's sole discretion without notice.

If you are not a U.S. Person, you will be required to warrant that you are not a U.S. Person, as that term is defined in Regulation S promulgated pursuant to the Act. If you subscribe in the Offering as a non-U.S. Person, you will be required to warrant that you are purchasing the Securities for your own account and not for the account or benefit of a U.S. person. You must also agree that if you re-sell the Securities, you will do so only in accordance with the provisions of Regulation S (Rule 901 through Rule 905, and Preliminary Notes), pursuant to registration under the Act, or pursuant to an available exemption from registration. As a non-U.S. Person, you shall also be required to agree, under penalties of perjury, not to engage in hedging transactions with regard to the Securities unless in compliance with the Act.

Minimum Investment

Although we reserve the right to accept lesser amounts in our sole discretion, the minimum required investment amount is USD $25,000.

Types of Securities

Preferred Equity Units: While the Company's Units of Preferred Equity Membership Interest (the "Units") offered hereby are non-voting, they nevertheless entitle the Member holding such Units to:

- A cumulative, non-compounded rate of 8% per annum on their Company Capital Contribution to be distributed on an annual basis (within 90 days from the end of the Company's fiscal year) from any net profits realized by the Company in connection with its Transcriptome Analysis Program for a term of five (5) years from the date of issuance (the "Term"); and

- At the conclusion of the Term, Members of the Company holding Preferred Equity Units shall have the right and option to either:

  - Receive a 100% return of their Capital Contribution to the Company (a "Redemption"); or

  - Convert their Units into shares of voting Common Units on a 1:1 basis (a "Conversion")(in other words, 1 Preferred Unit converts into 1 Common Unit).

- Notwithstanding the foregoing, at their sole option, the Manager of the Company may effect either a Redemption or a Conversion of all of the Company's outstanding Preferred Equity Units in the event the Company enters into any merger agreement or adopts a plan in which it or its successors or assigns either (a) is sold to a third-party purchaser; or (b) is to become listed or quoted on an established securities market or exchange (for example, NASDAQ, NYSE) or becomes readily tradable on a secondary market (or the substantial equivalent thereof) (i.e., a "Public

	Event").*
	We also reserve the right to issue securities of any kind at any time on terms other than the terms set forth in the Memorandum, including, but not limited to, entering into one or more side-letters materially adjusting such terms.
Capitalization	Information regarding the capitalization of the Company is set forth in the Memorandum under the section entitled "Capitalization and Indebtedness".
Management	We will be managed by our Manager, Dr. Mohamad A. Ayass, M.D., who holds 100% of the Common Units (voting equity) of the Company. The principals of the Company and/or its Affiliates are set forth in the "Management" section of the Memorandum. We may also employ the services of any or all of the following in order to achieve our objectives: engineers, scientists, analysts, investment advisors, accountants, attorneys, risk managers, statisticians, computer technicians, investment banking consultants, etc. Some or all of such persons may be Affiliates. Such persons will assist in identifying, analyzing, timing and structuring the Company's assets, advising on and implementing exit alternatives, etc. (See "Management and Service Providers").
Investor Suitability	To invest in the Company you must, among other things, represent in writing that you are an "Accredited Investor" as defined by Rule 501(a) of the U.S. Securities Act of 1933, as amended (the "Act") or that you are a "non-U.S. person" as defined in Regulation S of the Act.
Estimated Use of Proceeds	General working capital towards the development and operation of our business plan, etc. See "Estimated Use of Proceeds" and "Description of Business".
Pricing	The pricing and terms of the Units has been set by the Company and bear no relationship to the Company's net worth or book value.
U.S. Federal Income Taxation	We will elect to be treated as a partnership for U.S. federal income tax purposes. As such, the Company will not be subject to U.S. federal income taxation on income and gain realized from its investments. Each Unit investor that is a U.S. citizen, resident, corporation, or partnership will be required to take into account, in determining their own income tax liability, their allocable share of our income, gains, losses, deductions, and credits, whether or not such items are actually received by the investor.
Transfers	Investors may not transfer Units without the prior written consent of the Company.
Redemption	We may compulsorily redeem the Units of any investor to ensure compliance with U.S. securities laws or for any other or no reason.

* No market for the Units presently exists and there can be no assurance that a market will ever materialize.

Establishment Expenses	Out of the proceeds of the offering we will pay the establishment costs of the Company and the associated costs of the placing of the Units, as set forth in the Memorandum, some or all of which may be paid to Affiliates.
Operating Expenses	Out of the proceeds of this offering we will also pay expenses in connection with the operation of the Company, including fees and salaries of its functionaries and Management, accounting, legal, and other professional costs and out-of-pocket expenses some or all of which may be paid to Affiliates.
Reports	While we are not a reporting issuer, investors may expect to receive reports and accounts of our activities from time to time promptly after these are available and will be notified of important developments concerning the Company.
Instructions	To subscribe, you must:

1. Read the Memorandum in its entirety;

2. Complete, date and sign the following documents and deliver to the Company:

   (a) Suitability Questionnaire;

   (b) Subscription Agreement; and

   (c) One or more of the following forms of evidence verifying that you are an "Accredited Investor" (see "Who May Invest" section of the Memorandum):

   If you are a natural person claiming status as an Accredited Investor based upon your net worth:

   ☐ 1. A copy of your most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing your assets; and
   ☐ 2. A copy of your most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing your liabilities.

   OR

   If you are a natural person claiming status as an Accredited Investor based upon your income:

   ☐ 1. A copy of your U.S. federal tax returns for the past two (2) most recent years; and
   ☐ 2. A written representation from you that you reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.

OR

A written confirmation from one of the following independent third parties (i.e., who do not work for the Company or its Affiliates) that they have taken reasonable steps to verify your status as an Accredited Investor pursuant to Regulation D:

☐ FINRA registered broker-dealer or investment advisor;
☐ Attorney in good standing;
☐ Certified public accountant (CPA) in good standing; or
☐ Such other third-party professional deemed reasonable by the Company.

OR

Such other independent documentation or evidence deemed reasonable by the Company to verify your status as an Accredited Investor pursuant to Regulation D or a non-U.S. Person pursuant to Regulation S.

3. Deliver the above documents together with a check payable to "Ayass Research Institute, L.L.C." to the following address:

Ayass Research Institute, L.L.C.
8501 Wade Blvd, Suite 750
Frisco, Texas, 75034 USA
Telephone: (806) 584-0402
E-mail: mayass@ayassbioscience.com

PLEASE CONTACT US FOR BANK WIRE COORDINATES

*Notice

The foregoing summary is qualified in its entirety by the Ayass Research Institute, L.L.C. ("we", "our", "us", or the "Company") Offering Memorandum as may be amended or supplemented from time to time (the "Memorandum") which contains more complete information including risk factors. This summary also contains forward-looking statements and hypothetical economic forecasts that may not be realized. By receiving or viewing this summary, you acknowledge and agree not to rely upon it in making an investment decision. Please read the Memorandum. By receiving or viewing this summary, you acknowledge and agree that (i) all of the information contained herein is subject to confidentiality between yourself and the Company and/or its Affiliates; (ii) you will not copy, reproduce or distribute this summary or the Memorandum, in whole or in part to any person or party without the prior written consent of the Company; (iii) in the event you do not invest you will return this summary and the Memorandum as soon as practicable to the Company, together with any other summary relating to the Company or its Affiliates in your possession. This summary does not constitute or form a part of any offer to sell or solicitation to buy securities nor shall it or any part of it form the basis of

any contract or commitment whatsoever. Without limiting the foregoing, this summary does not constitute an offer or solicitation in any jurisdiction in which such an offer or solicitation is not permitted under applicable law or to any person or entity who is not an "accredited investor" as defined under Rule 501(a) of the U.S. Securities Act of 1933, as amended, or who does not possess the qualifications described in the Memorandum. PLEASE READ THE MEMORANDUM.

If you or your advisor(s) need additional information, please contact us:

Ayass Research Institute, L.L.C.
8501 Wade Blvd, Suite 750
Frisco, Texas, 75034 USA
Telephone: (806) 584-0402
E-mail: mayass@ayassbioscience.com

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SOURCES OF INFORMATION

This Memorandum contains summaries of and references to certain documents which are believed to be accurate and reliable. Complete information concerning these documents is available for your inspection or your duly authorized financial consultants and advisors. All documents relating to the Company, our objectives and our current activities will be made available to you or your representatives at our offices by appointment. In some cases, a confidentiality agreement must be signed. Our Management is available by telephone or by appointment to provide answers to questions concerning our current plans. NO REPRESENTATIVE HAS BEEN AUTHORIZED TO GIVE YOU ANY INFORMATION OTHER THAN THAT SET FORTH IN THIS MEMORANDUM.

REPRESENTATIONS

This Memorandum has been prepared to provide you with information concerning the risk factors, terms and proposed activities of the Company and to help you make an informed decision before subscribing for the Units. However, neither the delivery of this Memorandum to you nor any transaction made hereunder shall create any implication that there has been no change in our affairs since the date on the cover of this Memorandum. Also, there are terms used throughout this Memorandum which may be unfamiliar to some readers. Please refer to the definitions at the end of this Memorandum.

Any clerical mistakes or errors in this Memorandum are ministerial in nature and are not a material factual misrepresentation or a material omission of fact.

The Company has not retained independent counsel for prospective investors in this Offering. Attorneys assisting in the preparation of this Memorandum represent only the Company and do not represent any member, officer, manager, manager, investor, note holder, creditor, or prospective investor.

This Memorandum does not constitute an offer or solicitation to anyone in any state or jurisdiction in which such an offer or solicitation is not authorized. Any reproduction or distribution of this Memorandum in whole or in part or the divulgence of any of its contents without our prior written consent is strictly prohibited. By accepting delivery hereof, you agree to return this Memorandum and all associated documents to the Company to the address on the cover unless you subscribe for the Units.

We reserve the right to withdraw this Offering in our sole discretion for any or no reason.

The Company's securities described in this Memorandum are offered in reliance upon an exemption from registration under the U.S. Securities Act of 1933, as amended, and other applicable U.S. federal and state law exemptions. Accordingly, the Units are deemed "restricted securities" as such term is defined under U.S. federal and state securities laws, and cannot be subsequently sold or transferred without registration or reliance, to the satisfaction of counsel for the Company, that an exemption from registration is available. You should be aware that no market for the Units presently exists and there can be no assurance that a market will ever materialize.

We are not registered as an "investment company" as such term is defined under the Investment Company Act of 1940, as amended. To the extent such statute applies to us, if at all, we are relying upon exemptions available to companies under Section 3(c)(1) of the Investment Company Act of 1940, as amended, and other applicable U.S. federal and state law exemptions.

We are not currently subject to ongoing information disclosure requirements of the Securities and Exchange Act of 1934, as amended, and most likely will not be subject to such requirements after the completion of this Offering. Accordingly, we are not required to provide annual reports. However, we plan to keep investors apprised of the Company's activities and progress from time to time.

This Memorandum does not purport to be complete. Throughout this Memorandum reference is made to certain information not contained in this document. If you wish to read the referenced material, we will attempt to provide it for you so long as procuring such information is not unduly expensive or burdensome. Please call us at our main telephone number (see cover page) to inquire about referenced information.

RISK FACTORS

The securities described in this Memorandum entail certain risks that investors should consider before making decision to accept the terms of this Offering. There can be no assurance that any rate of return or other investment objectives will be realized or that there will be any return of capital. While no list of risk factors can be conceived to illuminate all possible risks, you should consider the following risk factors among others in making an investment decision:

GENERAL RISK CONSIDERATIONS

The securities being offered are speculative and involve high risk

The Units being offered via this Memorandum should be considered speculative involving a high degree of risk. Therefore, you should thoroughly consider all of the risk factors discussed herein. You should understand that it is possible that you could lose your entire capital contribution or investment if the Company is ultimately not successful. You should not subscribe if you are unwilling to accept the risks associated with the Company and/or its Affiliates.

This Memorandum includes forward-looking statements

This Memorandum includes many forward-looking statements. These forward-looking statements are subject to risks, uncertainties and assumptions, including, among other things:

- The actions of our competitors;
- Successful implementation of our objectives;
- The effectiveness of our management team;
- Resonance for our products in the professional medical healthcare technologies marketplace;
- Effectiveness of the legal, economic, and business strategies employed by us;

- Acceptance of our products amongst professional medical and healthcare services providers and/or our intended customers;

- Economic, technological, and demographic trends affecting us; and

- The skills of our key personnel and Management.

We may not attempt to supplement this Memorandum from time to time with new information with respect to our progress and we may not update or revise forward-looking statements, whether as a result of new information, future events or otherwise. In light of these risks, uncertainties and assumptions, the forward-looking events discussed in this Memorandum might not occur.

You should rely only on the information contained in this Memorandum. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, do not rely on it.

We are not making an offer in any jurisdiction where such is not permitted. You should assume that the information appearing in this Memorandum is accurate as of the date on the front cover. Our business or financial condition, the results from our operations and prospects may have materially changed subsequent to that date.

Do not rely upon any of our forward-looking statements

Although we believe that any forward-looking statements set forth herein are reasonably achievable, any such statements are not to be construed as presenting the actual financial returns which will be experienced by you or a guarantee or promise of any type that the returns will be as depicted. Rather, they merely represent our judgment, as of the date of this Memorandum, and based on the assumptions underlying these forward-looking statements, regarding the potential future economic conditions of the Company. There will be differences between the anticipated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. Additionally, since we are a unique and novel enterprise with no operating history, it is very unlikely that our operating results for any given time period can be accurately predicted even if the overall objectives for the Company are achieved. Consequently, it is possible that you may never realize any return of or from your investment.

RISKS RELATED TO OUR COMPANY

Our business model is unproven

We have no operating history. Therefore, our forward-looking statements as to the success or failure of the Company are speculative. It is possible that our operations will not generate sufficient revenue to pay all of our acquisition and operating expenses, taxes, and debt service requirements, which would result in failure to meet our payment obligations. There is no assurance that we will generate net positive cash flows. Because of the newness of our business we may be required to implement significant operational adjustments to respond to unanticipated contingencies. As a result, we may need to make significant changes to our business model to address any unanticipated issues. The cost of making such changes could be significantly detrimental to the Company and our ability to make a profit.

We may pivot

There is a distinct possibility that we may pivot away from our original objectives and strategies as outlined in this Memorandum and embark on one or more ventures or business models that we have not yet presently contemplated.

There can be no assurance that we will be successful or will achieve our objectives

There can be no assurance that we will be successful or achieve our objectives, or, if we are successful, that any particular return on investment will be realized by you.

There can be no assurance that we will be able to obtain sufficient capital and/or financing

There can be no assurance that we will be able to obtain sufficient capital and/or financing to do so. In order to finance the development and operation of our business model the Company or one or more of our Affiliates may obtain lines of credit, additional equity investment and/or borrow.

While we may actively seek investors to obtain working capital, there can be no assurance that we will be able to do so. In such event, and if the Company or our Affiliates are unable to secure additional financing, we may be unable to grow our business. In addition, if additional financing is necessary there can be no assurance that it can be obtained at favorable rates.

There are risks associated with our Management

The future operations of the Company could be adversely affected by future changes related to our Management and/or founders which could include, without limitation, illness, disability, or a decision to pursue other interests. While none of these events is contemplated as of the date of this Memorandum, there can be no assurance that one or more of these events or other potential events adversely affecting the ability of the Company's officers and managers to fulfill their obligations to the Company will not occur. See the section of this Memorandum titled "Management".

Our Management and Affiliates may have conflicts of interest

Our Management may act in a similar capacity for other unaffiliated concerns. Our Management's capability to satisfy its obligations to the Company could be adversely affected by such other involvements. Certain services to be provided to the Company, such as legal, accounting, engineering, analysis, consulting, marketing, overhead, and technical services may be performed by Affiliates or related parties of the Company's Management. Such services will be performed at rates believed to be comparable to rates charged by other independent non-affiliated concerns operating in nearby areas for similar services. However, there is the likelihood that if our anticipated activities are not ultimately profitable, that such Affiliates or related parties may still realize profits even though you do not realize the same such profit. Conflicts of interest may arise for our Management, consultants, Affiliates, and others associated with the Company by way of contract. Such individuals, either directly or indirectly, may provide like services to other concerns. In addition, certain consultants and members of our key personnel and their Affiliates are presently engaged in other companies or ventures.

Each of our Management may be engaged in other business endeavors, may commit themselves to other entities similar to those of the Company, and are not obligated to contribute any specific number of hours per week to the Company's affairs. For example, our Management are actively involved in other start-up business concerns which operate out of the same office building as utilized by the Company. If the other business affairs of our Management require them to devote more substantial amounts of time to such affairs, it could limit their ability to devote time to the affairs of the Company, which could have a negative impact on our ability to operate efficiently.

In addition, our Management may become affiliated with other entities engaged in business activities similar to those intended to be conducted by us. Additionally, our Management may become aware of business opportunities which may be appropriate for presentation to the Company as well as the other entities with which they are or may be affiliated. Due to their existing affiliations, our Management may have fiduciary obligations to present potential business opportunities to those entities before presenting them to us, which could cause additional conflicts of interest. We cannot assure you that these conflicts will be resolved in our favor.

Also, certain managers may have personal, family, unrelated business or other relationships with each other. Such relationships could give rise to issues not otherwise present.

Our managers and our Management will be indemnified by the Company and authorized to obtain D&O (managers and officers) liability insurance paid for by the Company.

All of these activities and factors may result in conflicts of interest.

There can be no assurance that the Company's transactions with related parties reflect the most favorable terms and conditions available to the Company

We have entered (and expect to enter) into transactions with related parties. While we believe that such transactions may reflect reasonable market terms and conditions, there can be no assurance that these transactions reflect the most favorable terms and conditions available to us.

There is no assurance that the strategies selected by our Management will be productive

There can be no assurance that the strategies chosen by our Management will be economically viable or will yield positive financial results.

We may not be able to achieve our marketing and future growth goals

Our ability to implement our business plan in a rapidly evolving market requires planning and Management. Future expansion efforts could be expensive and may strain our managerial and other resources. To manage any future growth effectively, we must maintain and enhance our processes and technology, integrate existing and new personnel, and manage expanded operations. There can be no assurance that our current and planned personnel, systems, procedures, and controls will be adequate to support our future operations or that Management will be able to hire, train, retain, motivate, and manage required personnel or that our Management will be able to successfully identify, manage, and capitalize on existing and potential market opportunities. If we

are unable to manage growth effectively, our business, prospects, and general financial condition would be materially adversely affected.

Our industry is highly diverse and competitive

We may be competing with a diverse assortment of medical-related concerns to attract new customers. Moreover, our business could be adversely affected by too many competitors in a given market which could adversely affect the Company. Our success, therefore, will depend in part upon our ability (i) to attract new customers, and (ii) to provide quality products or services to such customers at a value they are willing to pay for.

We have limited access to capital

We are not required to maintain any minimum level of permanent working capital reserves. To the extent that expenses increase or unanticipated expenses arise and accumulated reserves are insufficient to meet such expenses, we would be required to obtain additional funds through raising equity capital and/or borrowing, if available. Due to our limited capitalization there would be limited resources to tap in the event that we are unable to honor our financial commitments. Our ability repay any indebtedness incurred in connection with our business will depend upon net revenues realized from our operations prior to the date such amounts become due. There can be no assurance that such net revenues, if any, or other financing can be received or accomplished at a time or on such terms and conditions as will permit us to repay the outstanding principal amount of such indebtedness. Financial market conditions in the future may affect the availability and cost of equity or debt financing. In the event we are unable to raise sufficient equity capital we would be required to obtain the necessary funds through additional borrowings, if available. In such case if additional funds are not available from any source, we would be subject to the risk of selling certain assets or closing certain business endeavors. Any such occurrence may have material adverse consequences for the Company and our investors.

Because our business is narrowly focused, our business may be adversely affected by adverse conditions in our industry

Any adverse change in demand for medical-related products or services, general economic conditions, significant price increases, or adverse occurrences affecting our business, including the rising cost of labor, etc., could have a material adverse effect on us and the results of our operations.

We may be subject to tort liability, consumer lawsuits, etc.

Under various U.S. federal, state, and local laws, ordinances, and regulations, as well as common law, we may be liable for alleged damages as well as related costs of investigations by regulators of our operations. Such laws could impose liability without regard to whether we knew of, or were responsible for, the alleged conditions. Noncompliance with such laws or regulations may require us to cease or alter operations.

Regional and local economic conditions may adversely affect our business

Our ability to generate revenues will be influenced by the regional and local economy, which may be negatively impacted by economic slowdowns, increased unemployment, lack of availability of consumer credit, increased levels of consumer debt, poor housing market conditions, adverse weather conditions, natural disasters

and other factors. Similarly, other conditions, such as an oversupply of, or a reduction in demand for, medical-related products or services and the supply of prospective customers may affect our ability to generate revenue.

Economic conditions may have an adverse effect on our revenues and available cash

If general economic conditions worsen, people and business may be more reluctant to pay for our products and services. This would hinder our ability to implement our business strategies and have an unfavorable effect on our operations and our ability to generate revenue.

We may be liable for certain uninsured losses

Certain types of losses, such as losses arising from acts of God, certain environmental issues or acts of terrorism or war, generally are not insured because they are either uninsurable or not economically insurable. Should an uninsured loss or a loss in excess of insured limits occur, this could drain us from any net cash flow realized from our operations. Consequently, any such losses could have a material adverse effect on our results of operations.

We have limited operating history

We have only recently been formed and are reliant upon the proceeds of this Offering to commence active business operations and lacks an operating history in operations and in business in general for that matter. As a result, we are subject to all the risks and uncertainties which are characteristic of a new business enterprise, including the substantial problems, expenses and other difficulties typically encountered in the course of establishing a business, organizing operations and procedures, and engaging and training new personnel. The likelihood of our success must be considered in light of these potential problems, expenses, complications, and delays.

We cannot forecast or predict the outcome of our activities

There is no information at this time upon which to base an assumption that our plans will materialize or prove successful. There can be no assurance that our planned endeavors will result in any operational revenues or profits in the future. This, coupled with our lack of an operating history, makes prediction of our future operating results difficult, if not impossible. Because of these reasons, you should be aware that your entire investment is at risk.

Our success is dependent on our key personnel

Our success depends on the success of our Management team and our other key personnel (see the "Management" section of this Memorandum). Our performance and the value of the Company and its assets also depend on our ability to retain and motivate our officers and key employees. The loss of the services of any of our Management or other key employees could have a material adverse effect on our business, prospects, financial condition, and results of operations.

Our future success depends on our ability to identify, attract, hire, train, retain, and motivate other highly skilled technical, managerial, sales, marketing, and customer service personnel. Competition for such personnel is intense and there can be no assurance that we will be able to successfully attract, assimilate, and retain sufficiently

qualified personnel. The failure to attract and retain the necessary technical, managerial, sales, marketing, and customer service personnel could have a material adverse effect on our business, prospects, financial condition, and results of operations.

Our Management will have broad discretion on how to use proceeds

Our Management will have broad discretion with respect to the use of the proceeds of this Offering, including discretion to use the proceeds in ways which may not be discussed in this Memorandum and with which investors may disagree. You will be relying on the sole judgment and discretion of our Management regarding the application of the proceeds of this Offering which may be used for any purpose.

Our Manager and/or its corporate parent may exert significant and material influence over the Company

As of the date of this Memorandum we are owned and by our CEO and Manager, Dr. Mohamad A. Ayass, M.D. (See "Management – Company Ownership of Certain Beneficial Owners and Management"), who is in a position to exert significant and material influence over the Company, including the election of managers, determination of significant corporate actions, amendments to our organizational documents including our Company Agreement, and the approval of any business transaction, etc., in a manner that could conflict with the your interests or objectives.

RISKS ASSOCIATED WITH THIS OFFERING

We arbitrarily determined the terms of this Offering

The terms of this Offering as outlined in this Memorandum bear no relationship to our assets, prospects, net worth, or any recognized criteria of value and should not be considered to be an indication of the actual value of the Company and/or any intended Business enterprise or combination thereof or that of our Affiliates. The price or terms of the securities offered via this Memorandum has been arbitrarily determined by us. While the proceeds of this Offering are primarily intended to cover the cost and the development of our operations, no assurance is or can be given that any security issued by the Company, if transferable, could be sold for any amount. You should make an independent evaluation of the fairness of the terms of this Offering. There can be no assurance that the price you pay for the securities described in this Memorandum is equal to the fair market value thereof.

No audited financial statements of the Company are available

We have elected not to have an audit of the financial statements of the Company. As a result, there could be financial matters of a material nature that would have been disclosed by an audit that were not discovered or disclosed in the attached statements.

This Memorandum contains a very limited discussion of possible tax consequences

This Memorandum contains very limited discussion as to the possible tax consequences likely to arise from the transaction(s) contemplated. We expressly intend to not advise you as to such matters. You are urged to consult with your own tax advisors.

There may be income tax risks and ERISA risks associated with our Units

The following is a brief summary of what we believe are the most significant tax risks associated with our Units. Numerous changes in the tax law have increased the tax risk and uncertainty associated with investments in start-up companies like us. An unfavorable outcome with respect to any tax risk factor may have an adverse effect on an investment in our Units. Other tax considerations that could be significant to you are discussed under the "Tax Risks" and "ERISA Aspects of the Offering" sections of this Memorandum. You are strongly urged to review the material and to discuss with your tax advisors the potential tax consequences that may be associated with our Units.

- *Tax Liabilities on Distributions; Capital Gains*. Each Member of the Company will be required to pay U.S. federal and state income taxes at their individual rate on any distribution declared by our Manager. Also, the sale of any Units will be subject to capital gains tax treatment.

- *Reduction in Tax Basis*. Distributions, if any, issued by the Company to Members will result in taxable gain to the extent those distributions exceed the Member's basis for their Units. Initially we expect for the basis of Members holding Units will be the amount of their investment.

- *Unrelated Business Taxable Income*. Organizations generally exempt from U.S. federal income taxation (including qualified pension, profit-sharing and stock-bonus plans, Keogh plans and individual retirement accounts (IRAs)) may be taxable on their allocable share of Company income to the extent such income constitutes "unrelated business taxable income" ("UBTI"). Real estate rental income and gain on the sale of real property is generally not included in UBTI. However, a portion of the rental income from real property and gain upon sale of such real property may be treated as UBTI if the property is subject to "acquisition indebtedness." Such portion is approximately equal to the ratio of the acquisition indebtedness to the aggregate basis of the property. Tax-exempt entities, other than IRAs, may qualify for an exception that would allow them to avoid the recognition of UBTI if the Company meets certain disproportionate allocation rules; however, it is unclear whether the Company satisfies these rules, and therefore all tax-exempt entities may be required to recognize UBTI by reason of their investment in the Company. The receipt of UBTI by a charitable remainder trust results in taxation of all trust income for the taxable year, and therefore this is not a suitable investment for a charitable remainder trust.

- *Risk of Characterization of Assets*. The Internal Revenue Service (the "IRS") could characterize a particular asset owned by the Company or our Affiliates to be or consist of property held primarily for sale to customers in the ordinary course of business. Under such characterization, any gain recognized by the Company on the sale of such property would be ordinary income and any loss on such sale would be ordinary loss.

- *Audit Risk*. Although we do not believe that the Company is the type that would be subject to such IRS scrutiny, the U.S. federal income tax return of the Company will still be subject to audit. If our tax return is audited, such audit may cause corresponding adjustments to, and may increase the probability of an audit of, our Members' U.S. federal income tax returns.

- *Factual Determinations by the Company*. The determination of the correct amount of certain deductions and their availability and timing to the Company depend on factual determinations to be made by our Management. Counsel for the Company has specifically declined to give an opinion on such matters. Although

we will exercise judgment regarding the facts when preparing the Company's tax return, the IRS may assert that our judgment of the facts is not correct, which could result in the disallowance or deferral of deductions in whole or part. Such adjustments could result in the assessment of additional tax liability to our Members.

- *Changes in the Tax Law*. Significant changes have been made in the Internal Revenue Code (the "Code") in recent years. The U.S. Treasury Department's position regarding many of those changes remains unclear pending publication of interpretive and legislative regulations, some of which may not be forthcoming for some time. Additionally, the Code is subject to change by Congress, and existing interpretations of the Code may be reversed, modified or otherwise affected by judicial decisions, by the U.S. Treasury Department through changes in its regulations, and by the IRS through its audit policy, announcements and published and private rulings. No assurance can be given that any changes in the tax law will be given only prospective application to the Company or our Members.

- *ERISA Risks*. The Employment Retirement Income Security Act of 1974 ("ERISA") subjects trustees and certain other parties-in-interest with respect to Qualified Plans to special standards. The ERISA considerations of an investment in the Company should be thoroughly considered before making a decision to invest. We make no warranty or representation as to such matters.

IRAs, Pension Plans or profit-sharing trusts should exercise caution

When considering an investment in the Company of a portion of the assets of a qualified profit sharing, pension, or other retirement trust, a fiduciary, taking into account the facts and circumstances of such trust, should consider among other things (i) the definition of plan assets under the Employee Retirement Income Security Act of 1974 ("ERISA") and the status of labor regulations regarding the definition of plan assets, (ii) whether the investment satisfies the diversification requirements of Section 404(a)(1)(C) of ERISA, and (iii) whether the investment is prudent, considering the nature of an investment in the Company, and the fact that we do not expect a market to be created in which one can sell or otherwise dispose of our securities, and we have had no substantial history of operations. The prudence of a particular investment must be determined by the responsible fiduciary (usually the trustee or investment officer) with respect to each employee benefit plan taking into account all of the facts and circumstances of the investment.

We will require future capital to continue our operations

We may permit or request significant material additional capital contributions from our Members on a pro rata basis, new investors on terms different from those set forth in this Offering, or from other sources. This may have dilutive effect upon your actual or potential percentage ownership of the Company.

We have incurred losses since our inception

We have not generated revenues and have experienced negative cash flow from operations since our inception. We anticipate that our operating expenses will continue to increase substantially in the foreseeable future as we develop our medical-related ideas, products and/or services. There can be no assurance that our business strategy will be successful or will generate sufficient revenues to achieve or maintain profitability in the future.

We require substantial and material capital requirements to finance our operations

We expect to have substantial and material future capital requirements. We expect our ongoing capital requirements to consist primarily of expanding the scope of our current business operations, developing medical-related products, and/or making acquisitions of medical-related concerns or related intellectual property. We also expect to have ongoing overhead, salaries, wages, and administrative costs to bear. We plan to finance our anticipated ongoing expenses and capital requirements with funds generated from the following sources:

- Capital raised through this Offering and future debt and equity offerings;
- Available cash;
- Funds received under lines of credit or loans;
- Funds from strategic partners; and/or
- Cash generated from operations upon commencement of operations.

We currently do not have the cash available or any agreed source of funding to meet our capital requirements. If we are unable to obtain the necessary financing, we will not be able to acquire the assets necessary for our proposed business or to implement our proposed business plan. Changes in our industry or the economy, over which we have no control, may adversely affect our ability to obtain the necessary capital. We may not be able to obtain the amount of additional capital needed or may be forced to pay an extremely high price for capital. If we are unable to obtain sufficient capital or are forced to pay a high price for capital, we may be unable to meet future obligations or adequately exploit existing or future opportunities, and may be forced to discontinue operations.

As of November ____, 2023, we had approximately USD $0 in long-term debt and other liabilities, most if not all of which is payable to Affiliates. See the section of this Memorandum titled "Capitalization and Indebtedness" and "Conflicts of Interest" for additional information. There is a risk we will not be able to service or pay this debt. If we successfully raise additional funds through the issuance of more debt, we will be required to service that debt and our operational flexibility may be restricted by the terms of the financing. If we successfully raise additional funds through the issuance of equity securities, then those securities may have rights, preferences or privileges senior to the rights of our Units and the holders of Units may experience dilution.

Risks Related to Indebtedness

We might not have sufficient working capital or liquidity to satisfy any repayment obligations. Our business may not be able to generate sufficient cash flow from operations, and we can give no assurance that future borrowings will be available to us in amounts sufficient to enable us to pay any indebtedness as such indebtedness matures, and to fund our other liquidity needs. If this occurs, may need to refinance all or a portion of any indebtedness on or before maturity, and there can be no assurance that we will be able to refinance any of our indebtedness on commercially reasonable terms, or at all. We may need to adopt one or more alternatives, such as reducing or delaying planned expenses and capital expenditures, selling assets, restructuring debt, or obtaining additional equity or debt financing. These alternative strategies may not be affected on satisfactory terms, if at all. Our ability to refinance any indebtedness or obtain additional financing, or to do so on commercially reasonable terms, will depend on, among other things, our financial condition at the time, restrictions in agreements governing our indebtedness, and other factors, including the condition of the financial markets and the markets in which we compete. If we do not generate sufficient cash flow from operations, and additional borrowings, refinancings or

proceeds from asset sales are not available to us, we may not have sufficient cash to enable us to meet all of our obligations.

Risks Related to Ownership of our Preferred Equity Units

The lack of voting rights of our Preferred Equity Units has the effect of concentrating voting control with our Manager, who currently holds 100% of the Company's Common Units (voting equity) and limits your ability to influence Company matters. This concentrated control limits your ability to influence Company matters for the foreseeable future. For example, as the sole Common Unit holder, Dr. Mohamad A. Ayass, M.D. (our Manager) is able to control elections of managers, make amendments to our articles of organization and Company Agreement, make increases to the number and classes of Company Units available for issuance under our equity incentive plans or adoption of new equity incentive plans and approval of any merger or sale of assets for the foreseeable future. Also, our CEO and Manager also presently owns and controls the Company's affiliates who have material contractual relationships with the company and who may receive compensation for services. For example, Ayass Laboratory employs Company personnel and funds research work, and Ayass Bioscience is a marketing company that may be used to promote the Company's interests. This control may materially adversely affect the market price of the Company's Preferred Equity Units you subscribe for in the Offering in the event you attempt to sell them in the future. Additionally, holders of our Common Units may cause us to make strategic decisions or pursue acquisitions that could involve risks to you or may not be aligned with your interests. (See "Conflicts of Interest")

We could incur securities regulatory action

Prior to the date on the cover of this Memorandum the Company and/or its Affiliates may have conducted one or more private placement offerings of equity and/or debt securities in the Company and/or other unrelated ventures. We believe the placement of such securities were conducted in compliance with existing U.S. federal and state securities laws and exemptions from registration. However, any one or more of such placements of such securities could be found by the SEC and/or one or more state securities regulatory agencies to have not been conducted in accordance with the requirements of available exemptions and/or constitute a single offering of securities, which finding could lead to a disallowance of exemptions from registration. Such could give rise to various legal actions against the Company, and/or its Affiliates brought by U.S. federal or state regulatory agencies and/or private litigants. In such event there can be no assurance that such proceedings would be settled in our favor or that such may not adversely affect us.

This Offering is not registered under U.S. federal or state securities laws

This Offering has not been registered under the U.S. Securities Act of 1933, as amended (the "Act"), nor registered under the securities laws of any state or jurisdiction. We do not intend to register this Offering at any time in the future. Thus, you will not enjoy any benefits that may have been derived from registration and corresponding review by regulatory officials.

You must make your own decision as to subscribing for the securities described herein with the knowledge that regulatory officials have not commented on the adequacy of the disclosures contained in this Memorandum or on the fairness of the terms of this Offering.

Members could become liable for excessive distributions

As a Member of the Company (i.e., a Holder of our Units) you will not be liable for the liabilities of the Company in excess of your investment. Notwithstanding this fact, you could become liable for any distributions paid to you by the Company if, after such distribution, our remaining assets are not sufficient to pay our then-outstanding liabilities.

You may be subject to a Conversion and/or Redemption against your wishes

The Units are convertible and/or exchangeable by the Company upon the occurrence of certain events or timetables (See "Description of Securities" and "Select Definitions"). In such an event you would be required to accept the terms and conditions of such transaction(s), some of which may be materially adverse to your interests or original investment objectives.

There are restrictions on transfers

Transferability of the Units is restricted so as to maintain control and consistency and to comply with U.S. federal and state securities laws. You will not have the right to withdraw your investment from the Company or to receive a return of all or any portion of your investment. The Units offered by way of this Memorandum have not been registered with the SEC or any government's securities authority and will be restricted and therefore cannot be resold unless they are also registered or unless an exemption from registration is available. Therefore, you should be prepared to hold such securities for at least twelve (12) months or perhaps even an indefinite period of time.

We may be adversely affected by regulatory matters

Our operations may be adversely affected by legislative, regulatory, administrative and enforcement actions at the local, state and national levels (for example, the Securities and Exchange Commission, Federal Trade Commission, state consumer protection agencies, etc.).

There will not be an active trading market in our Units; Sales in the secondary market may result in significant losses

There will likely never be any secondary market for our Units. Our Units will not be listed or displayed on any securities exchange, the Nasdaq National Market System or any electronic communications network. Our Management and other Affiliates of the Company may engage in limited purchase and resale transactions in the Units, although they are not required to do so. If they decide to engage in such transactions, they may stop at any time. If the Units are sold to third parties you may have to do so at a substantial discount from the issue price and, as a result, you may suffer a substantial loss of principal or invested capital. It is not anticipated that there will be any market for the resale of our securities. As a result, an investor may be unable to sell or otherwise dispose of their investment in the Company. Moreover, if an investor were able to liquidate their investment, they would likely receive less than the amount of their original investment. Buyers of equity on the secondary market typically expect and receive a substantial discount from the pro rata portion of the fair market value of an entity's assets.

This Offering is being conducted on a best efforts basis

We are offering our Units via this Memorandum on a "best efforts" basis. However, there is no assurance that we will reach our objectives in this Offering. If this Offering does not proceed according to our plans we may not have sufficient working capital to launch and operate our business.

There is no minimum offering threshold associated with this Offering

No minimum amount of securities need to be subscribed in order for the Offering to proceed. Funds will not be escrowed. All accepted funds will become immediately available to the Company to proceed with its objectives. There is the risk that if only nominal amounts are raised through this Offering that only the costs of the Offering will be covered and the Company will not make any material or substantive progress toward its business objectives. Thus initial investors in this Offering will bear a disproportionate share of the risks described in this Memorandum.

Our financial forecasts are subject to limitations and qualifications

If any financial forecasts are utilized by the Company in connection with this Offering, they have been prepared solely by the Company's Management and are qualified in their entirety by the risk factors set forth in this Memorandum. Such forecasts, if any, have not been compiled or reviewed by independent accountants and, accordingly, no opinion or other form of assurance is expressed. Because such projections are based on a number of assumptions and are subject to significant material uncertainties and contingencies, many of which are beyond the control of the Company, there can be no assurance that such projections, if any, will be realized as actual results may vary significantly and materially from the results shown. Such projections, if any, should not be regarded as a representation that the projections will be achieved, nor should the projections be relied upon in subscribing for the securities offered hereby and are qualified in their entirety by the content of this Memorandum.

We may enter into one or more side letters

The Company on its own behalf or the Manager on behalf of the Company, without the approval of any other Member or any other person, may enter into a "side letter" (see "Select Definitions") to or with one or more Members or other Persons. Side Letters may materially waive or modify the application of, or grant special or more favorable rights with respect to, any provision of this Memorandum, the Company Agreement, a Subscription Agreement, Unit preference or provision. Existing or potential investors entering into such arrangements may comprise, for example, individuals, broker-dealers, insurance companies, registered investment companies, private funds, trusts, non-profit organizations and charitable organizations, pension plans, banking or other financial institutions, state or municipal government entities and sovereign wealth funds.

The Company is not limited in its ability to enter into any side letters and will not be obligated to (and does not intend to) disclose the terms of such side letters in the event they exist, including, without limitation, the identity of the parties thereto, to any Member, save where the types of such terms and types of investors are required to be disclosed for regulatory purposes. (See "Material Agreements")

We may be adversely impacted from the effects of the current and ongoing COVID-19 pandemic.

Major health epidemics, such as the current and ongoing outbreak caused by a coronavirus (COVID- 19), and other outbreaks or unforeseen or catastrophic events could disrupt and adversely affect our operations, financial condition, and business. The United States and other countries have experienced, and may experience in

the future, major health epidemics related to viruses, other pathogens, and other unforeseen or catastrophic events, including natural disasters, extreme weather events, power loss, government lockdowns, acts of war, and terrorist attacks. For example, there was an outbreak of COVID-19, a novel virus, which has spread to the United States and other countries and declared a global pandemic. The global spread of COVID-19 has created significant volatility and uncertainty in financial markets. There remains significant uncertainty relating to the potential impact of COVID-19 on our business. The extent to which COVID-19 impacts our current capital raise and our ability to obtain future financing, as well as our results of operations and financial condition, generally, will depend on future developments which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of COVID-19 and the actions taken by governments and private businesses to contain COVID-19 or treat its impact.

We may be subject to other risks

The foregoing represents our best attempt to identify the various risks you may be exposed to by subscribing to this Offering. This Memorandum does not purport to be complete and may not adequately cover all activities in which we may become engaged or all the risks the Company will be subject to, either directly or indirectly, as a result of pursuing our objectives. You are encouraged and entitled to ask questions of and receive answers from our Management to assess the merits and risks of the securities offered hereby.

TAX RISKS

The following is a brief summary of what we believe are the most significant tax risks involved in an investment in the Preferred Equity Units. Numerous changes in the tax law have increased the tax risk and uncertainty associated with investments in limited liability companies. An unfavorable outcome with respect to any tax risk factor may have an adverse effect on an investment in the Units. THEREFORE, NONE OF THE FOLLOWING SHOULD BE CONSIDERED TAX ADVICE FROM THE COMPANY, ITS MANAGEMENT, COUNSEL, ACCOUNTANTS, AFFILIATES, ETC. YOU ARE EXPECTED TO CONSULT WITH YOUR OWN PERSONAL TAX ADVISOR BEFORE MAKING A DECISION TO SUBSCRIBE FOR UNITS.

We have not obtained a tax opinion

We have not obtained an opinion of counsel as to the tax treatment of certain material U.S. federal tax issues potentially affecting the Company, our Manager, Affiliates, and/or the Preferred Equity Members. Moreover, any such opinion, if we obtained one, would not be binding upon the IRS, and the IRS could challenge our position on such issues. Also, rulings on such a challenge by the IRS, if made, could have a negative effect on the tax results of ownership of the Company's Units.

Tax audits are possible

The IRS has announced, and for several years has implemented, a policy which attempts to locate and select for audit the information returns of partnerships having tax loss benefits. Although we do not believe that the Company is the type that would be subject to such greater IRS scrutiny, the U.S. federal income tax information return of the Company will still be subject to audit. If the Company's information return is audited, such audit may cause corresponding adjustments to, and may increase the probability of an audit of, a Preferred Equity Member's U.S. federal income tax return. If such audits occur, no assurance can be given that adjustments in the tax treatment

of certain items of deduction or credit will not be made, or that certain items of deduction or credit will not be disallowed. Any such adjustments could increase the probability of audits of a Preferred Equity Member's personal return, which, in turn, could result in adjustments of any items of income, gain, loss, deduction, or credit included in your personal return, regardless of whether or not those items relate to the Company.

Tax laws are subject to change

Tax laws are continually being introduced, changed, or amended, and there is no assurance that the tax treatment presently potentially available with respect to the Company's proposed activities will not be modified in the future by legislative, judicial, or administrative action. Proposals having an adverse tax impact on our activities could be adopted by Congress at any time, and such proposals could have a severe economic impact on us.

You will be subject to passive activity rules

Any Company losses will be treated as losses generated in a passive activity. Losses from passive activities generally may only be deducted against income from the same or other passive activities.

There may be tax liabilities in excess of cash distributions

Each Company Member will be required to pay U.S. federal and state income taxes at his individual rate on his allocable share of the Company's taxable income. No assurance can be given that cash will be available for distribution or will be distributed at any specific time. Generally, the allocation of profits is likely to be disproportionate to distributions to the Members. Therefore, distributions, if any, may be insufficient to pay income taxes with respect to allocations in a particular fiscal year. Accordingly, there is a risk that the Members will incur tax liabilities resulting from an investment in the Company without receiving cash from the Company in an amount sufficient to pay for any part of that liability.

You may experience a reduction in tax basis

Cash distributions by the Company to a Preferred Equity Member will result in taxable gain to the Preferred Equity Member to the extent those distributions exceed the Preferred Equity Member's basis for his Unit. Initially, a Preferred Equity Member's basis for his Unit will be the amount of his cash contributions to the Company increased by the portion of any Company indebtedness for which that Member may bear the burden of economic loss.

We may recognize Unrelated Business Taxable Income

Organizations generally exempt from U.S. federal income taxation (including qualified pension, profit-sharing and stock-bonus plans, Keogh plans and individual retirement accounts (IRAs)) may be taxable on their allocable share of Company income to the extent such income constitutes "unrelated business taxable income" ("UBTI"). For example, a portion of income from an interest in real property and gain upon sale of such real property may be treated as UBTI if the property is subject to "acquisition indebtedness." Such portion is approximately equal to the ratio of the acquisition indebtedness to the aggregate basis of the property. Tax-exempt entities, other than IRAs, may qualify for an exception that would allow them to avoid the recognition of UBTI if the Company meets certain disproportionate allocation rules; however, it is unclear whether the Company satisfies these rules, and therefore all tax-exempt entities may be required to recognize UBTI by reason of their investment in

the Company. The receipt of UBTI by a charitable remainder trust results in taxation of all trust income for the taxable year, and therefore this is not a suitable investment for a charitable remainder trust.

There are risks associated with characterization

The IRS could characterize a particular investment to be or consist of property held primarily for sale to customers in the ordinary course of business of the Company. Under such characterization, any gain recognized by the Company on the sale of the Units would be ordinary income and any loss on such sale would be ordinary loss.

There is risk associated with factual determinations

The determination of the correct amount of certain deductions and their availability and timing depend on factual determinations to be made by us. Counsel for the Company has specifically declined to give an opinion on such matters. Although we will exercise our best judgment regarding the facts when preparing the Company's information return, the IRS may assert that our judgment of the facts is not correct, which could result in the disallowance or deferral of deductions in whole or part. Such adjustments could result in the assessment of additional tax liability to the Members.

There may be future changes in the tax laws

Significant changes have been made in the Code in recent years. The Treasury Department's position regarding many of those changes remains unclear pending publication of interpretive and legislative regulations, some of which may not be forthcoming for some time. Additionally, the Code is subject to change by Congress, and existing interpretations of the Code may be reversed, modified or otherwise affected by judicial decisions, by the Treasury Department through changes in its regulations, and by the Service through its audit policy, announcements and published and private rulings. No assurance can be given that any changes in the tax law will be given only prospective application to the Company or its Members.

The availability of any tax benefits are not certain

Tax benefits may be available for the Company's planned activities. There is, however, no assurance that all or most of the deductions or credits sought to be obtained by the Company will be available in the event of a challenge by the IRS. In the event of such a challenge by the IRS, it is possible that a portion or all of the anticipated tax benefits claimed by the Company may be disallowed. Such a disallowance might lead to substantial expense to the Company or to an audit of unrelated items in your individual tax return.

The Company will elect to be treated as a tax partnership

The Company will elect to be treated for U.S. federal income tax purposes as a partnership and not as an association taxable as a corporation. However, no tax opinion has been sought or obtained as to the availability of tax benefits to individual Company investors due to the Company's likely classification as a partnership for tax purposes.

ERISA ASPECTS OF THE OFFERING

Introduction

The purchase of Units may not be appropriate for various tax deferred retirement plans, including any pension, profit sharing, Keogh plan or other employee retirement benefit plans qualified under Section 40l(a) of the Code or any IRA qualified under Code Section 408 (hereinafter referred to as a "Qualified Plan" or "Qualified Plans"). Before purchasing Units, the trustee or other responsible fiduciary of a plan contemplating investment should consider: (a) whether the Qualified Plan is considered an employee benefit plan subject to certain fiduciary standards of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (b) whether the investment is in accordance with the documents and instruments governing such Qualified Plan; (c) whether the investment will result in unrelated business taxable income to the Qualified Plan; (d) whether the investment provides sufficient distributions to permit benefit payments to be made as they become due; (e) any requirement that the fiduciary annually value the assets of the Qualified Plan; and (f) whether the investment is prudent, since no public market is expected to develop in which the Units may be sold or otherwise transferred. An employee benefit plan is defined in Section 3(3) of ERISA and includes all Qualified Plans defined above except (1) plans covering only a partner or partners of a partnership and their spouses, (2) plans covering only sole proprietors or sole owners and their spouses, or (3) most IRAs ("ERISA Plans").

"Plan Assets" Regulations

As discussed below, due to a favorable exemption provided under regulations (the "DOL Regulations"), issued by the United States Department of Labor (the "DOL"), it is expected that the assets of the Company will not be treated, under current law, as "plan assets" of the ERISA plans which purchase Units. However, as further discussed below, if the assets of the Company are considered for whatever reason to be "plan assets" under ERISA, then (a) the fiduciary responsibility standards of ERISA would extend to investments made by the Company; and (b) certain transactions in which the Company might seek to engage might constitute "prohibited transactions" under ERISA and the Code. Furthermore, notwithstanding the DOL Regulations, even if the Company assets are not "plan assets," the responsible fiduciaries of each investing ERISA Plan still must make an independent determination on a case by case basis as to whether the purchase of Units would comply with the fiduciary standards of ERISA and whether the purchase of Units would be considered a "prohibited transaction" under Section 4975(c) of the Code or Section 406(a) of ERISA.

In 1986, the DOL published as a final regulation Reg. Section 2510.3-101, which describes what constitutes "plan assets" with respect to an ERISA Plan investment in another entity (such as a partnership or corporation) for purposes of Title I of ERISA and Code Section 4975. Unless one of the exemptions provided in the DOL Regulations is met, the assets of a corporation, partnership or other entity in which a Qualified Plan makes an equity investment could be deemed to be assets of the investing plan. This would subject those persons who exercise discretionary control or authority over such entity's assets to certain ERISA fiduciary standards. If a Qualified Plan acquires an equity interest in an entity that is neither a publicly-offered security nor a security issued by certain registered investment companies, its assets include both the equity interest and an undivided interest in each of the underlying assets of the entity, unless (i) the equity interests of certain ERISA Plan investors are not significant or (ii) the entity is an operating company. The Units will be neither publicly-offered nor issued by a prescribed investment company. Thus, one of the two exceptions must apply in order for an undivided interest in the assets owned by the Company not to be treated under the DOL Regulations as a plan asset of Qualified Plans or ERISA Plans holding Units.

Exception for Insignificant Participation by Benefit Plan Members

If Unit participation in the Company by Qualified Plans is not significant, then a Qualified Plan investment would not include any of the underlying assets of the Company. Equity participation in the Company by a Qualified Plan is "significant" on any date if, immediately after the most recent acquisition of any interest in the entity, 25% or more of the value of any class of equity interests in the Company is held by Qualified Plan investors. For purposes of this 25% rule, the value of any equity interests held by a person (other than a benefit plan investor) who has discretionary authority or control over the assets of the entity, or who provides investment advice for a fee with respect to such assets, or any Affiliate of such a person, shall be disregarded. As a result, although our Managers and their Affiliates are not prohibited from purchasing Units, any purchases have the effect of reducing the amount and value of the Units available for purchase by the Qualified Plan investors. The Units will be offered for sale to benefit plans, within the regulatory definition, and to persons not falling within such definition. If the total Units purchased by benefit plan investors equal or exceed 25% of all of the Units purchased (excluding certain Units as described above), the second exception will not be applicable.

For these reasons, our Managers has elected to limit the sale of Units to benefit plan investors to less than 25% of all Units purchased (excluding certain Units as described above).

Prohibited Transactions Under Section 4975 of the Code

Notwithstanding the exemption available under section 2510.3-101 of the DOL Regulations discussed above, and the likelihood that the Company's assets would not be considered "plan assets," a fiduciary of an investing Qualified Plan in Units is still subject to the prohibited transaction rules of Code Section 4975 (and ERISA Section 406(a) for ERISA Plans). If the Service determines that an investment in the Units constitutes a prohibited transaction, an excise tax may be imposed on any disqualified person (as defined in Section 4975(e)(2) of the Code) who participates in the prohibited transaction. Furthermore, the transaction may have to be reversed. With respect to IRAs, the tax-exempt status of the IRA will be lost if the Service determines that the acquisition of Units by the IRA constitutes a "prohibited transaction" under 4975(c) of the Code.

Prohibited transactions are defined in Section 4975(c) of the Code and Section 406(a) of ERISA. These prohibitions are imposed upon fiduciaries and parties in interest to deter them from exercising the authority, control or responsibility which makes such persons fiduciaries when they have interests which may conflict with the interest of the plans for which they act. AS A RESULT, EACH FIDUCIARY OF AN INVESTING QUALIFIED PLAN INVESTING IN UNITS MUST INDEPENDENTLY DETERMINE WHETHER SUCH INVESTMENT CONSTITUTES A PROHIBITED TRANSACTION UNDER SECTION 4975(c) OF THE CODE OR SECTION 406(a) OF ERISA.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some of the information in this Memorandum may contain forward-looking statements. Such statements include, in particular, statements about our plans, strategies and prospects. You can generally identify forward-looking statements by our use of forward-looking terminology such as "may", "will", expect", "intend", "anticipate", "estimate", "believe", "continue", or other similar words. Although we believe that our plans, intentions and expectations reflected in such forward-looking statements are reasonable, you should not rely upon our forward-looking statements because the matters they describe are subject to known and unknown risks,

uncertainties and other unpredictable factors, many of which are beyond our control. These forward-looking statements are subject to various risks and uncertainties, including, but not limited to, those discussed above under "Risk Factors", that could cause our actual results to differ materially from those projected in any forward-looking statement we make. We do not anticipate to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

DESCRIPTION OF BUSINESS

Corporate Structure

Ayass Research Institute, L.L.C. ("we", "our", us", or the "Company") is a Texas limited liability company managed by Dr. Mohamad A. Ayass, M.D. (our "Manager" and "CEO"). Our Manager currently owns all (100%) of the Company's voting Common Units (equity).

Our Objectives

We are seeking strategic investment to accelerate the development and commercialization of our Transcriptome Analysis Program. We are seeking to drive the refinement of our technology, the expansion of our customer base, and the advancement of our research collaborations. We believe the Company is on the forefront of transformative genomics research and well-positioned to reap substantial rewards in the growing biotechnology landscape. Our Transcriptome Analysis Program stands out due to its integration of cutting-edge sequencing technology, robust bioinformatics, and customizable analysis options. With an accuracy rate of over 90%, we have harnessed the potential of 18,000 gene transcriptomes, meticulously investigating 162 million combinations of gene networks. We offer researchers a comprehensive toolkit to extract meaningful insights from transcriptomic data efficiently and accurately. Our Transcriptome Analysis Program represents an unprecedented opportunity in groundbreaking genomics research. With the potential to catalyze advancements in medicine, biology, and drug discovery, we believe our program is primed to make a lasting impact on scientific progress and healthcare outcomes. There can be no assurance these objectives will be achieved. (See "Risk Factors" and "Description of Business").

Additional Information

The information presented in this Memorandum regarding our plans, objectives, and prospective activities is limited and is subject to change without notice. If you desire additional information, with the understanding that such will be qualified in its entirety by this Memorandum, please contact us.

COMPETITION

The market for medical devices is vast, highly competitive, fragmented and rapidly changing.

ESTIMATED USE OF PROCEEDS

We intend to use the net proceeds received from this Offering for general working capital purposes, including, but not limited to, (i) direct and indirect costs of the development and operating of our business model and related expenses, (ii) launching our e-commerce platform and acquiring or developing related assets, (iii) legal, accounting, administrative, overhead, salaries, wages, market research, customer validation, etc., and similar or

other costs and expenses associated with pursuing the Company's business objectives, and/or (iv) any other purpose. We also may use the proceeds of this offering to cover costs of marketing and raising additional rounds of capital or seeking sources of financing.

Inasmuch as it is impossible to predict exact costs and the expenses necessary to conduct the business of the Company, actual expenditures could vary substantially and materially from the following estimated forecasts:

	If Maximum Amount Sold (1)
Total Proceeds:	$10,000,000
Sales commissions, finder fees, etc. (2)	$0
Net Proceeds:	$10,000,000
Partnering with pharmaceutical companies to co-develop companion diagnostics	$2,500,000
Key Opinion Leader (KOL) advisory board to provide clinical validation	$450,000
Conferences and Events	$100,000
Comprehensive support programs	$1,500,000
Awareness campaign budget and related activities	$2,000,000
Salaries, working capital and contingency reserves	$3,450,000
Total Use of Net Proceeds:	$10,000,000

FOOTNOTES TO TABLE:

(1) May be expanded to USD $20,000,000 in the Company's sole discretion without notice.

(2) These securities will be offered and sold by our Management who will not receive remuneration in connection with such activities absent licensure. Sales commissions and/or finder fees may be paid by the Company to broker-dealers who are members of the Financial Industry Regulatory Authority ("FINRA"), licensed issuer-agents, or others where not prohibited by law of up to ten percent (10%). Such persons may be Affiliates of the Company's Management.

DESCRIPTION OF PROPERTY

We currently utilize office space of our Affiliates located in Frisco, Texas.

MATERIAL AGREEMENTS

The Company has entered into, will enter into, and/or is otherwise a party to various material contracts with Affiliates and/or third parties. We will make copies of all such contracts available to you for inspection at our corporate offices in Frisco, Texas, at normal business hours or via electronic file sharing upon reasonable request. In some cases, some agreements may be redacted or withheld. We may also require you to enter into a

confidentiality agreement as a condition. Also, subsequent to the date of this Memorandum, we may enter into one or more side letters with Members. "Side letters" mean any informal written agreement or letter of understanding entered into by the Company with one or more Members or other Persons which may materially obligate the Company and/or modify the terms of this Offering, a Member's Subscription Agreement, Units, and/or rights and obligations under the Company Agreement, or entitle such Member or other Person to rights and/or preferences which may be materially different than the terms contemplated by this Offering Memorandum. The Company is under no obligation to supplement this Memorandum with a description of any future side letters to which it may become a party. As of the date of this Memorandum, to our knowledge we are not a party to any side letters.

MANAGEMENT

We will be managed by our Manager, Dr. Mohamad A. Ayass, M.D., who holds 100% of the Common Units (voting equity) of the Company. By way of majority vote or written consent, our Manager may appoint and/or remove, with or without cause, managers, officers, and/or other personnel, consultants, advisors, etc., appointed from time to time by our Manager (collectively, our "Management").

Our Manager may fix the compensation of all Company Management which may include incentive compensation plans in the form of Units, etc.

The biographies of our current Management (including that of our Manager and/or its Affiliates) and/or consultants to our Management are as follows:

Dr. Mohamad A. Ayass, M.D. – Manager

Dr. Ayass believes in integrating molecular medicine into clinical practice in what he calls "Engineering the Medical Practice". The fact that one of the most preventable diseases, thrombosis, kills more than 350,000 people every year has led Dr. Ayass to build a thrombosis and autoimmune and anti-phospholipids center where he was able to connect the association of many disease entities with the increased risk of thrombosis. Given Dr Ayass's interest in understanding the molecular aspect of diseases, he established the GEO program (Genetic/Genomic, Epigenetic, and Omics program), with which he has generated genetic/ transcriptomic data through next generation sequencing and microarrays and linked them to the proteomic and metabolomic data generated by mass spectrometry.
In addition, he envisions the immune system as the mother of all systems, and therefore opened the flow cytometry laboratory to help understand the role of patho-physiology in diseases. Dr. Ayass established an aptamer laboratory that allows the discovery of aptamers for diagnostic and therapeutic applications in the fields of coagulation, allergy, cancer, and COVID-19. During the pandemic, Ayass Laboratory, LLC became among the best COVID-19 testing centers in Texas with the ability to turn around results in less than 24 hours for about 10,000 samples per day. Sequencing of SARS-CoV-2 by a team of scientists that was led by Dr. Ayass resulted in the discovery of the first Delta and Omicron variants in the DFW area. Dr. Ayass leads a team of scientists in designing panels for next generation sequencing that can turn around results in about 24 hours. At that point, it was quick and easy to generate data; however, the interpretation was lagging. For this reason, Dr. Ayass opened the bioinformatics department where data mining, creating algorithms for data analysis, and reporting became a major goal for our genomics program.

In the world of cancer, the focus is not only in providing data to help in chemo and immune therapies but also to be able to predict metastasis, which plays a key role in cancer survival. This led to an investigation of spatial profiling and single cell sequencing, and looking more in depth into cancer stem cell profiling, which is a key player in treatment resistance along with its role in cancer metastasis and ultimately cancer survival. Dr. Ayass plays a key role in the research and development at Ayass Bioscience, LLC and Ayass Laboratory, LLC.

We intend to recruit additional officers, managers, consultants, advisors, and other key personnel as we continue to grow. Consequently, the above list is subject to change and supplementation from time to time without notice.

* * * * *

Subsidiaries

We may elect to own and operate certain assets through one or more wholly- or partially-owned LLC subsidiary entities in which case our Managers and officers will serve as managers of the same (See "Description of Business").

Control of the Company

Ultimate control over the business affairs, policies, and actions of the Company resides with the Manager (holder of 100% of the Company's Common Units (voting equity)) who has the power to vote and appoint the Managers. Holders of the Company's Preferred Equity Units will have no votes or control over Company affairs.

Management

Management shall use their best efforts to carry out the expressed purpose and objectives of the Company, including coordination and communication with the Members and the various tasks associated with being officers or managers of a limited liability company pursuant to our Company Agreement and applicable law.

Management shall exercise ordinary and customary business judgment and practices in managing the affairs of the Company. Management shall not be liable or obligated to the Members, etc., for any mistake of fact or judgment made by them collectively or individually in operating the business of the Company which results in any loss to the Company or the Members, etc., and shall be indemnified therefrom.

Management do not in any way guarantee the return of any investor's capital or the return of a profit from the operations of the Company. They shall not be responsible to any Member or other person because of a loss of their capital contribution, a loss of their investment, or a loss in operations.

Subject to the specific provisions of our Company Agreement (see the Exhibit section of this Memorandum), our officers and managers shall have power and authority to take such actions deemed necessary, appropriate, customary or convenient in regard to normal Management activities and the conduct of the daily business operations and affairs of the Company.

Books and Records

We intend to keep just and true books of account and all other records at the principal place of business location of the Company and shall make these books and records available to Members during normal business hours or via electronic file sharing provided reasonable advance notice is given. The books and records shall include, but shall not be limited to, the designation and identification of any property (real, personal, and mixed) in which the Company owns a legal or beneficial interest, including any property for which the title has been recorded or is maintained. Members and their designated agents are authorized to visit our principal place of business, provided reasonable advance notice is given, to copy these records, in whole or in part, at their own expense. Creditors or other persons are not afforded the same privilege. Notwithstanding the foregoing, we may withhold and/or redact any information we deem to be a trade secret or in which we reasonably believe we may suffer competitive disadvantage or economic harm or in order to ensure the privacy of our Members.

Accounting

The Company will retain accountants to provide each Member with all information reasonably necessary to file their income tax return. An individual IRS Form K-1 will be issued to each Member within a reasonable time after year-end.

Company Bank Accounts

Company funds shall be deposited in our own name or that of one of our Affiliates in an account or accounts maintained at a national or state bank selected for convenience.

Updates

We will endeavor to furnish you with periodic updates as deemed appropriate but not less frequently than annually. During special situations or periods of heightened activity, updates may be issued on a more frequent basis as appropriate.

Management Compensation

The Company may pay cash and other forms of compensation to each of our Management team, officers and managers or their Affiliates as independent contractors for executive management services, general business management services, administration services, investor relations services, marketing services, legal or accounting services, etc. (See "Compensation").

Reimbursement of Certain Expenses Incurred

Our employees, advisors, consultants, officers, and managers are entitled to reimbursement for the reasonable, direct, out-of-pocket expenses incurred while acting for or on behalf of our Company including, but not limited to, all legal, accounting, travel, and other similar expenses.

Company Ownership of Certain Beneficial Owners and Management

The following table sets forth certain information with respect to beneficial ownership of our outstanding Units as of the date of this Memorandum for (i) each manager of the Company; (ii) for each executive officer or manager of the Company and (iii) each person, business entity, or trust known to the Company to be the beneficial owner of more than five percent (5%) of the outstanding Units of the Company (see next page):

Name and Address of Beneficial Owner (1)(2)(5)	Title of Class	Amount and Nature of Beneficial Ownership (1)	Percentage of Ownership (1)(2)(3)(4)
Dr. Mohamad A. Ayass, M.D. 8501 Wade Blvd, Suite 750 Frisco, Texas, 75034	Common Units	50,000,000	100%

FOOTNOTES:

(1) Beneficial ownership is determined in accordance with the rules of the U.S. Securities and Exchange Commission (the "SEC") and generally includes voting or investment power with respect to securities.

(2) Each other beneficial owner owns less than 5% of the outstanding securities of the Company.

(3) Percentage based on an estimated total of 50,000,000 Units outstanding (basic) as of the date of this Memorandum. See "Capitalization and Indebtedness".

(4) Subject to dilution or change upon (i) the issuance of new Units, (ii) expansion of this Offering, (iii) the Conversion Units, etc. (see "Dilution").

(5) See "Compensation".

COMPENSATION

Our Management and/or their Affiliates will be paid in connection with their management and administration of Company affairs. Such persons are also eligible for reimbursement for general and administrative costs and expenses, including, but not limited to, travel, legal, accounting, overhead, due diligence, market research, and pre-acquisition research costs and other expenses in connection with the pursuit of the Company's objectives (See "Estimated Use of Proceeds"). Such persons may receive salaries and equity or other forms of compensation out of the proceeds of this Offering or from our revenue, capital, or other Company assets for services performed on behalf of the Company. Such services may include, but are not limited to, legal, accounting, marketing, overhead, investor relations, communications, administrative support, etc. Such compensation terms may not have been negotiated at arms-length. See "Conflicts of Interest". Other substantial and material compensation terms may be negotiated with Management, other persons, advisors, consultants, new hires, etc., subsequent to the date on the cover of this Memorandum (See "Conflicts of Interest"). For updated compensation terms of our Management, please contact us.

CONFLICTS OF INTEREST

Our Management may act in a similar capacity for other unaffiliated concerns. Our Management's capability to satisfy its obligations to the Company could be adversely affected by such other involvements. Certain services to be provided to the Company, such as legal, accounting, engineering, analysis, consulting, marketing, and technical services may be performed by Affiliates or related parties of the Company's Management. While such services will be performed at rates believed to be comparable to rates charged by other independent non-affiliated concerns for similar services, there can be no assurance of this. Also, there is the likelihood that if our anticipated activities are not ultimately profitable, that such Affiliates or related parties may still realize profits even though you do not realize the same such profit. Conflicts of interest may arise for our Management, consultants, Affiliates, and others associated with the Company by way of contract. Such individuals, either directly or indirectly, may provide like services to other concerns. In addition, certain consultants, advisors, and members of our key personnel, Management, and their Affiliates are presently engaged in other companies or ventures.

Our CEO and Manager also presently owns and controls the Company's affiliates who have material contractual relationships with the company and who may receive compensation for services. For example, Ayass Laboratory employs Company personnel and funds research work, and Ayass Bioscience is a marketing company that may be used to promote the Company's interests. Additionally, holders of our Common Units may cause us to

make strategic decisions or pursue acquisitions that could involve risks to you or may not be aligned with your interests

Each of our Management team may be engaged in other business endeavors, may commit themselves to other entities, and are not obligated to contribute any specific number of hours per week to the Company's affairs. For example, our Management are actively involved in other affiliated and non-affiliated start-up business concerns, some of which operate out of the same office space utilized by the Company. If the other business affairs of our Management require them to devote more substantial amounts of time to such affairs, it could limit their ability to devote time to the affairs of the Company, which could have a negative impact on our ability to operate efficiently.

In addition, our Management may become affiliated with other entities engaged in medical-related businesses. Additionally, our Management may become aware of business opportunities which may be appropriate for presentation to the Company as well as the other entities with which they are or may be affiliated. Due to their existing affiliations, our Management may have fiduciary obligations to present potential business opportunities to those entities before presenting them to us, which could cause additional conflicts of interest. We cannot assure you that these conflicts will be resolved in our favor.

Also, certain personnel may have personal, family, or other business relationships with each other. Such relationships could give rise to issues not otherwise present or apparent.

Our Management will be indemnified by the Company and authorized to obtain D&O (directors and officers) liability insurance paid for by the Company.

All of these activities and factors may result in conflicts of interest.

RELATED PARTY TRANSACTIONS

Transactions between the Company and individuals or entities related to our principals can cause conflicts of interest to arise. Such related parties have interests that may differ in certain respects from our interests and those of yours. You should recognize that relationships and transactions of the kinds described below involve inherent conflicts between your interests and/or that of the Company and those of the parties related to our principals, and that the risk exists that we will not always resolve such conflicts in a manner that favors you or us. For example, our CEO and Manager also presently owns and controls the Company's affiliates who have material contractual relationships with the company and who may receive compensation for services. For example, Ayass Laboratory employs Company personnel and funds research work, and Ayass Bioscience is a marketing company that may be used to promote the Company's interests. Additionally, holders of our Common Units may cause us to make strategic decisions or pursue acquisitions that could involve risks to you or may not be aligned with your interests. In addition, other transactions or dealings may arise in the future that could cause conflicts of interest. In our name or through our affiliated entities, and in connection with the operation of our various business activities, we have entered into or are otherwise party to contracts or transactions with related parties. We may enter into similar contracts with other Affiliates from time to time. To review copies of any such contracts or agreements, please contact us.

COMPANY AGREEMENT

The Company and our Members are governed by our Company Agreement. You are urged to read our Company Agreement, a copy of which is attached to this Memorandum as an Exhibit, in its entirety. Please consult with your own legal and financial advisors regarding the legal and financial effects upon you of the Company Agreement which is incorporated herein by reference.

DESCRIPTION OF SECURITIES

EQUITY SECURITIES

Preferred Equity Units: While the Company's Units of Preferred Equity Membership Interest (the "Units") offered hereby are non-voting, they nevertheless entitle the Member holding such Units to:

- A cumulative, non-compounded rate of 8% per annum on their Company Capital Contribution to be distributed on an annual basis (within 90 days from the end of the Company's fiscal year) from any net profits realized by the Company in connection with its Transcriptome Analysis Program for a term of five (5) years from the date of issuance (the "Term"); and

- At the conclusion of the Term, Members of the Company holding Preferred Equity Units shall have the right and option to either:

  - Receive a 100% return of their Capital Contribution to the Company (a "Redemption"); or

  - Convert their Units into shares of voting Common Units on a 1:1 basis (a "Conversion")(in other words, 1 Preferred Unit converts into 1 Common Unit).

- Notwithstanding the foregoing, at their sole option, the Manager of the Company may effect either a Redemption or a Conversion of all of the Company's outstanding Preferred Equity Units in the event the Company enters into any merger agreement or adopts a plan in which it or its successors or assigns either (a) is sold to a third-party purchaser; or (b) is to become listed or quoted on an established securities market or exchange (for example, NASDAQ, NYSE) or becomes readily tradable on a secondary market (or the substantial equivalent thereof) (i.e., a "Public Event").*

OTHER SECURITIES

We also reserve the right to issue securities of any kind at any time on terms other than the terms set forth in this Memorandum, including, but not limited to, entering into one or more side-letters materially adjusting such terms.

OTHER OFFERINGS

* No market for the Units presently exists and there can be no assurance that a market will ever materialize.

Separate and apart from this Offering, we may elect to offer a limited number of Preferred Equity Units or other securities pursuant to Regulation Crowdfunding promulgated by the SEC pursuant to the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"). Regulation Crowdfunding enables eligible companies to offer and sell securities through crowdfunding. The rules require all transactions under Regulation Crowdfunding to take place online through an SEC-registered intermediary, either a broker-dealer or a funding portal permit a company to raise a maximum aggregate amount of USD $5,000,000 through crowdfunding offerings in a 12-month period, limit the amount individual investors can invest across all crowdfunding offerings in a 12-month period, and require disclosure of information in filings with the Commission and to investors and the intermediary facilitating the offering. While the SEC has recently indicated it would not take action against issuers who conduct separate offerings of the same or similar securities simultaneously under both Regulation Crowdfunding and Rule 506(c) of Regulation D as long as strict observance of the requirements of each are observed, there is still the risk that placements of such securities could be found by the SEC and/or one or more state securities regulatory agencies to have not been conducted in accordance with the requirements of available exemptions and/or constitute a single offering of securities, which finding could lead to a disallowance of both exemptions from registration. Such could give rise to various legal actions against the Company, and/or its Affiliates brought by U.S. federal or state regulatory agencies and/or private litigants. In such event there can be no assurance that such proceedings would be settled in our favor or that such may not adversely affect us. In addition, a separate offering under Regulation Crowdfunding, if successful, would likely have a material effect on the capitalization and/or indebtedness of the Company. (See "Capitalization and Indebtedness" and "Dilution").

DESCRIPTION OF EQUITY INCENTIVE PLAN

While the Company has not adopted an equity incentive plan, Units, options, warrants, etc., may be issued in the future to Company employees, personnel, advisors, and/or our Management on terms to be determined by our Manager (See "Dilution" and "Capitalization and Indebtedness").

CAPITALIZATION AND INDEBTEDNESS

Capitalization of the Company

The Company is authorized to issue any number of Units of Membership Interest without nominal or par value. All shares are subject to dilution. Our Manager is authorized to create and issue Units in one or more series and to fix, by resolution or resolutions, the voting powers, designations, preferences, limitations, restrictions and relative rights of each series to be issued.

The table below sets forth the number of Units outstanding both before and after the offering presuming the Offering is not expanded and the total number of Units offered hereunder are sold. In reality the resulting capitalization may be materially different. Also, additional Units may be issued as consideration to close the transaction which would have a material effect on this capitalization table (See "Dilution").

Class of Unit (3)	Number Issued Prior to Offering (1)	Beneficial Ownership Prior to Offering (1)	Number Issued After Offering (1)(2)(3)(4)(5)(6)	Beneficial Ownership After Offering (1)(2)(3)(4)(5)(6)	Number Issued Fully Diluted (1)(2)(3)(4)(5)(6)	Beneficial Ownership Fully Diluted (1)(2)(3)(4)(5)(6)
Common	50,000,000	100.00%	50,000,000	80.00%	50,000,000	80.00%
Preferred Equity	0	0.00%	10,000,000	20.00%	10,000,000	20.00%
TOTALS:	50,000,000	100.00%	60,000,000	100.00%	60,000,000	100.00%

FOOTNOTES:

(1) Presumes the placement of 10,000,000 Preferred Equity Units offered hereby which may or may not occur. These numbers would materially change in the event this Offering is expanded up to 20,000,000 Preferred Equity Units which may occur in the Manager's sole discretion without notice.

(2) Subsequent to the date of this Memorandum, we may seek capital on terms that may be different from the terms set forth herein and/or issue Units in connection with one or more acquisitions. Such issuance of new equity and/or debt securities by the Company would, among other things, possibly (i) have a material, dilutive effect upon your ownership in the Company, and/or (ii) increase the overall indebtedness of the Company (See "Dilution").

(3) These numbers will be affected proportionally, of course, and materially to the extent Investors subscribe for Units.

(4) Presumes placement of all Units offered through this Memorandum. In reality, we expect subscription of some balance between such securities. This Offering may close at any time prior to the placement of any such securities at any time for any or no reason.

(5) In the event we conduct a separate offering of our securities under Regulation Crowdfunding, such transaction, if successful, would likely have a material effect on the capitalization and/or indebtedness of the Company. (See "Description of Securities – Other Offerings", "Capitalization and Indebtedness" and "Dilution").

Company Indebtedness

As of November ____, 2023, we had approximately USD $0 in long-term debt and other liabilities, most if not all of which is payable to Affiliates (See "Conflicts of Interest"). Please refer to our financial statements attached to the Exhibit section of this Memorandum.

DILUTION

"Dilution" represents the difference between the Offering price of an equity security and the net book value of such security. "Net book value" is typically the amount that results from subtracting the total liabilities of a company from its total assets. As of November ____, 2023, the estimated combined net book value (unaudited) of the Company was approximately (USD $0) or (USD $0.00) per Unit on a fully-diluted basis (See our unaudited financial statements attached hereto in the Exhibit section of this Memorandum). Presuming placement of 10,000,000 Units offered hereby (which may or may not occur) (See "Capitalization and Indebtedness"), and presuming no material change in our net book value between November ____, 2023, and the date of this

Memorandum, you'll likely suffer significant and material dilution per Unit you purchase in this Offering. Initial investors in the Offering may be exposed to a greater risk of dilution. You may suffer significant and material dilution while our Management, founders, and others may receive a corresponding beneficial increase in the value of Units held by them. Subsequent to the date of this Memorandum, we may seek capital on terms that may be different from the terms set forth herein and/or issue Units in connection with the acquisition of one or more businesses, brands, assets, etc. Such issuance of new equity and/or debt securities by the Company would, among other things, possibly (i) have a material, dilutive effect upon your ownership in the Company and/or (ii) increase the overall indebtedness of the Company. (See "Capitalization and Indebtedness", "Compensation", and "Conflicts of Interest").

PLAN OF DISTRIBUTION

On a limited basis – and to accredited investors only – we are offering Units of Preferred Equity Membership Interest (the "Units") in accordance with the terms of this Offering Memorandum (this "Memorandum").

This Offering is being made only to (1) "accredited" investors pursuant to Section 4(a)(5) and/or Rule 506(c) of Regulation D promulgated under the U.S. Securities Act of 1933, as amended (the "Act"), and/or other applicable U.S. federal and state law exemptions from registration; and/or (2) "non-U.S. persons," as defined in Regulation S of the Act (the "Offering"). See "Who May Invest".

If you are not a U.S. Person, you will be required to warrant that you are not a U.S. Person, as that term is defined in Regulation S promulgated pursuant to the Act. If you subscribe in the Offering as a non-U.S. Person, you will be required to warrant that you are purchasing the Securities for your own account and not for the account or benefit of a U.S. person. You must also agree that if you re-sell the Securities, you will do so only in accordance with the provisions of Regulation S (Rule 901 through Rule 905, and Preliminary Notes), pursuant to registration under the Act, or pursuant to an available exemption from registration. As a non-U.S. Person, you shall also be required to agree, under penalties of perjury, not to engage in hedging transactions with regard to the Securities unless in compliance with the Act.

TRANSFER RESTRICTIONS

The securities described in this Memorandum are considered "restricted securities" as such term is defined under U.S. federal and state securities laws, and cannot be subsequently sold or transferred without registration or reliance, to the satisfaction of counsel for the Company, that an exemption from registration is available. The Units shall bear a restrictive legend to this effect. You should be aware that no market for the Company's securities presently exist and there can be no assurance that a market will ever materialize.

FINANCIAL INFORMATION

Our Management has prepared un-audited, un-reviewed financial statements for the Company through November ____, 2023. We believe such statements are materially correct. Such statements are included in the Exhibit section of this Memorandum.

CERTAIN U.S. INCOME TAX CONSIDERATIONS

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, INVESTORS ARE HEREBY NOTIFIED THAT (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY INVESTORS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON INVESTORS UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS INCLUDED HEREIN BY OUR COMPANY IN CONNECTION WITH THE PROMOTION OR MARKETING (WITHIN THE MEANING OF CIRCULAR 230) BY THE COMPANY OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) INVESTORS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

IF YOU ARE CONSIDERING SUBSCRIBING FOR THIS OFFERING, WE URGE YOU TO CONSULT YOUR OWN TAX ADVISORS CONCERNING THE PARTICULAR U.S. FEDERAL INCOME TAX CONSEQUENCES TO YOU OF THE PURCHASE, OWNERSHIP, AND DISPOSITION OF OUR SECURITIES, AS WELL AS ANY CONSEQUENCES TO YOU ARISING UNDER STATE, LOCAL, AND NON-U.S. TAX LAWS.

PROSPECTIVE INVESTORS SHOULD ONLY CONSIDER AN INVESTMENT IN OUR COMPANY BASED ON REASONS INDEPENDENT OF THE TAX CONSEQUENCES OF SUCH INVESTMENT. TAX ADVANTAGES (I.E., DEDUCTIONS AND LOSSES) ARE NOT A SIGNIFICANT OR INTENDED FEATURE OF AN INVESTMENT IN OUR COMPANY.

We are a limited liability company that has elected to be treated as a partnership for tax purposes. Neither we nor our Management, advisors, lawyers, accountants, or other representatives make any representation or otherwise provide any tax advice concerning acquiring our securities. By acquiring our securities, you represent and warrant that you have consulted your own tax advisor concerning our securities and you are not relying upon us or any of the other persons listed in this paragraph, above.

LEGAL PROCEEDINGS

As of the date of this Memorandum, we are not a party to any litigation. The Company and/or its Affiliates may be or become parties to litigation in the normal course of business or may be or become subject to government investigations or administrative proceedings from time to time. We are presently unaware of any active material legal proceedings, regulatory or otherwise, against the Company or its Affiliates that may have a material impact on our prospective activities.

SELECT DEFINITIONS

The following are definitions of words or terms that are used in this Memorandum whether or not such terms are capitalized. However, it is not a comprehensive list. If there are words or terms used in this Memorandum that are not understood, please contact us or seek out professional advisors or counsel.

"Act" means the U.S. Securities Act of 1933, as amended.

"Accredited Investor" means (i) a natural person whose individual net worth (not including the value of their primary residence), or joint net worth with your spouse, presently exceeds USD $1,000,000; (ii) a natural person who had an individual income in excess of USD $200,000 in each of the two most recent years or joint income with their spouse in excess of USD $300,000 in each of those years and they reasonably expect reaching the same income level in the current year; (iii) a corporation, partnership, trust, limited liability company, or other entity in which all of the equity owners are "accredited investors"; (iv) a trust with total assets in excess of USD $5,000,000 and was not formed for the specific purpose of acquiring Company Units, the trustee of which has such knowledge and experience financial and business matters that it is capable of evaluating the merits and risks of investing in Company Units; (v) a bank, savings and loan association or other financial institution, a registered securities broker or securities dealer, or an insurance company; (vi) a registered investment company or business development company, a licensed Small Business Investment Company, or a private business development company; (vii) a state-sponsored pension plan with total assets in excess of USD $5,000,000; (viii) an employee benefit plan which either (a) has a fiduciary that is a bank, savings and loan association, insurance company, or registered investment adviser; (b) has total assets in excess of USD $5,000,000; or (c) is a self-directed plan and investment decisions are made solely by persons that are "accredited investors"; (ix) a non-profit organization described in section 501(c)(3) of the Internal Revenue Code that was not formed for the specific purpose of acquiring Company Units having total assets in excess of USD $5,000,000; or (x) a director, executive officer, or manager of the Company or a director, executive officer, or manager of the Company's Manager.

"Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise, or to hold or to control the holder of 10 percent or more of the outstanding voting securities of such Person.

"Agreement" means the Company Agreement as it may be amended, supplemented or restated from time to time.

"B.O.C." means the Texas Business Organizations Code, as amended.

"Capital Account" means the capital account maintained for a Member pursuant to Section 3.2 of the Agreement.

"Capital Contribution", as it relates to the Company, means any asset or property of any nature contributed by a Member to the capital of the Company pursuant to the provisions of the Agreement or a Subscription Agreement.

"Certificate of Determination" means a certificate or resolution of the Company whereby the Manager establishes a Class or Series of Units.

"Certificate" or "Certificate of Formation" means the articles or certificate filed with the Secretary pursuant to Section 1.6 of the Agreement, as such Certificate may be amended or restated from time to time.

"Class" or "Series" refers to a type of Unit whose voting powers, designations, preferences, limitations, restrictions and relative rights are established by a Certificate of Determination.

"Common Membership Interest" means the Manager's Units and corresponding rights to (i) vote and participate in the management and operation of the Company; (ii) receive to a distributive share of the income, gain, loss, deduction, and credit of the Company; and (iii) to a distributive share of the assets of the Company in accordance with this Agreement.

"Code" means the Internal Revenue Code of 1986, as from time to time amended and in effect.

"Company" means Ayass Research Institute, L.L.C., a Texas limited liability company formed pursuant to the Agreement, its successors or assigns.

"Compensation" refers to any compensation paid to the Manager or its Affiliates in connection with the management and operation of the Company.

"Consent" means the written consent of a Person, or the affirmative vote of such Person at a meeting called and held pursuant to Article VIII of the Agreement, as the case may be, to do the act or thing for which the consent is solicited, or the act of granting such consent, as the context requires.

"Conversion" means the conversion of a Unit or other Company security into another security issued by the Company and/or its Affiliate(s).

"Event of Withdrawal of the Manager" means an event that causes a Manager to cease to be a Manager as provided in the B.O.C. or the Agreement.

"Exchange" means the exchange of a Unit or other Company security for another security issued by the Company and/or its Affiliates.

"Indemnitee" means any Manager, any Person who is or was an Affiliate of a Manager, any Person who is or was an officer, director, employee, agent, trustee, partner, member, manager, or shareholder of a Manager or any such Affiliate, or any Person who is or was serving at the request of a Manager or any such Affiliate as a director, officer, employee, partner, member, manager, agent or trustee of another Person; provided that a Person shall constitute an "Indemnitee" only with respect to acts, omissions or matters deriving from or relating to the business, operations or investments of the Company.

"Investor" means a subscriber of the Company's Units and/or other securities.

"Liquidator" has the meaning specified in Section 7.2 of the Agreement.

"Majority" means Members whose Units aggregate to greater than fifty percent (50%) of the Membership Interests of all Members or of such Class or Series to which such Members belong.

"Manager" means Dr. Mohamad A. Ayass, M.D., a Texas limited liability company, its successors or designated agents or assigns. The Manager is considered both a Member and a Manager under the B.O.C. It also may refer to any officer or manager appointed by the Manager to manage the Company pursuant to the Agreement and the B.O.C. A manager in this context need not also be a Member.

"Memorandum" means the offering memorandum utilized by the Company to disclose risks, describe its proposed activities, and explain the terms of the offering of Units or other securities to Accredited Investors or others.

"Members" means all Members including the Manager, any Preferred Equity Members, Non-Managers, etc. In its singular form it means any one of such Persons.

"Membership Interest" means a Member's right, together with such other rights as provided in the Agreement and/or corresponding Certificate of Determination, to receive distributions of Company revenue, capital, and other disposition of Company assets in accordance with the Agreement.

"Offering" refers to the offering of Units for sale to prospective Members via delivery of the Memorandum.

"Company Agreement" means the Agreement which governs the internal affairs of the Company pursuant to the B.O.C.

"Person" means an individual or a corporation, limited liability company, partnership, trust, estate, unincorporated organization, association or other business enterprise.

"Preferred Equity Member" means any Person other than the Manager or a Non-Manager (i) whose name is set forth on Schedule A of the Agreement, attached hereto, as Preferred Equity Member, and/or who has been admitted as a Preferred Equity Member pursuant to the terms of a Subscription Agreement, and (ii) who is the owner of a Unit with the rights specified in a Certificate of Determination. In its plural form it means all such Persons.

"Public Event" means an event in which the Manager and/or any Affiliate of the Manager enters into any merger agreement or adopts a plan in which it or its successors or assigns is to become listed or quoted on an established securities market or exchange (for example, NASDAQ, NYSE) or become readily tradable on a secondary market (or the substantial equivalent thereof).

"Record Date" means the date established by the Manager for determining the identity of Members entitled to give Consent to Company action or entitled to exercise rights in respect of any other lawful action of such Series or Class of Members.

"Redemption" means the process of redeeming or buying back of Units by the Company.

"Regulations" means the income tax regulations promulgated under the Code, as from time to time amended and in effect (including corresponding provisions of succeeding regulations).

"Roll-Up" means a transaction involving an acquisition, merger, Conversion, Exchange, or consolidation, either directly or indirectly, of the Company and the issuance of securities of a Roll-Up Entity.

"Roll-Up Entity" means a partnership, trust, corporation or other entity, including Affiliates, that would be created or survive after the successful completion of a proposed Roll-Up transaction.

"Side Letter" means any informal written agreement or letter of understanding entered into by the Company with one or more Members or other Persons which may materially obligate the Company and/or modify the terms of this Offering, a Member's Subscription Agreement, Units, and/or rights and obligations under the Company Agreement, or entitle such Member or other Person to rights and/or preferences which may be materially different than the terms contemplated by this Offering Memorandum.

"Sponsor" means any Person directly or indirectly instrumental in organizing, wholly or in part, a partnership, limited liability company or program to facilitate investment or who will manage or is entitled to manage or participate in the management or control of such partnership, limited liability company or program. "Sponsor" includes the Manager. "Sponsor" does not include attorneys, accountants, engineers or other consultants whose compensation is for professional services rendered in connection with the offering of Units.

"Subscription" means the amount indicated on a Subscription Agreement that a Member has agreed to pay to the Company as their Capital Contribution.

"Subscription Agreement" means the agreement attached to a Memorandum by way of exhibit whereby prospective Members subscribe for Units.

"Transfer" has the meaning set forth in Section 6.1(a) of the Agreement.

"Unit", as it pertains to any offering of Membership Interests as described in a Memorandum and/or Subscription Agreement, means an undivided interest of the Members in the aggregate interest in the capital and profits of the Company or as otherwise provided in a Certificate of Determination. In the context of the Manager, "Unit" means the Common Membership Interest.

WHERE TO OBTAIN MORE INFORMATION

Throughout this Memorandum, reference is made to certain information either not contained in this document or else attached hereto by way of exhibit. This Memorandum does not purport to be complete. You are encouraged to meet with our Management and ask questions and receive answers about our current plans and operations and for further information regarding matters referenced herein.

If you or your advisors would like additional information regarding the Company or our objectives, please contact us:

Ayass Research Institute, L.L.C.
8501 Wade Blvd, Suite 750
Frisco, Texas, 75034 USA
Telephone: (806) 584-0402 E-mail: mayass@ayassbioscience.com

EXHIBIT A

FORMS OF

COMPANY AGREEMENT
AND
CERTIFICATE OF DETERMINATION

Ayass Research Institute, L.L.C.
8501 Wade Blvd, Suite 750
Frisco, Texas, 75034 USA
Telephone: (806) 584-0402
E-mail: mayass@ayassbioscience.com

This section alone does not constitute an offer by the Company or its Affiliates.
An offer may be made only by an authorized representative of the Company and the recipient must receive a complete Memorandum, including all Exhibits.

AMENDED AND RESTATED

COMPANY AGREEMENT

OF

Ayass Research Institute, L.L.C.

(a Texas limited liability company)

This Amended and Restated Company Agreement (this "Agreement") of Ayass Research Institute, L.L.C., a Texas limited liability company (the "Company"), to be effective as of November ____, 2023 (the "Effective Date"), is by and among Dr. Mohamad A. Ayass, M.D., a Texas limited liability company (our "Manager" and "CEO"), and the persons whose names are set forth on Schedule A, attached hereto, as Members, pursuant to the provisions of the Texas Business Organizations Code, as amended (the "Act"), on the terms and conditions set forth herein. The Manager and the other Members shall collectively be referred to as the "Members".

ARTICLE I

GENERAL

1.1. *Formation*. The Company was formed as a limited liability company pursuant to the provisions of the B.O.C. on or about December 15, 2022. This Agreement supersedes any and all prior company agreements or other agreements or understandings concerning the Company's governance. Except as provided herein, the rights and obligations of the Members and the administration and termination of the Company shall be governed by the B.O.C. In the event of a conflict between this Agreement and the Certificate or a Subscription Agreement or the B.O.C., this Agreement controls.

1.2. *Name*. The name of the Company shall be, and the business of the Company shall be conducted under the name of, Ayass Research Institute, L.L.C. and/or such other names or trademarks as may be deemed prudent.

1.3. *Purpose*. The purpose and business of the Company shall be to engage in any and all lawful purposes for profits or losses; and to enter into any lawful transactions and engage in any lawful activities in furtherance of or incidental to the foregoing purpose.

1.4. *Term*. The term of the Company shall commence on the Effective Date and shall continue in perpetuity, or until the earlier dissolution and termination of the Company in accordance with the provisions of Section 7.1 of this Agreement.

1.5. *Initial Registered Office and Principal Office of Company*. The initial registered office of the Company in the State of Texas shall be set forth in its Certificate of Formation and its registered agent at that location shall be

the Manager. The principal office of the Company shall be located at such place as the Manager may from time to time designate. The Company may maintain offices at such other place or places as the Manager deems advisable.

1.6. *Certificate of Formation*. The Manager shall cause the Certificate of Formation of the Company to be filed with the Texas Secretary of State (the "Secretary") as required by the B.O.C. and shall cause to be filed such other certificates or documents (including, without limitation, copies, amendments, or restatements of this Agreement) as may be determined by the Manager to be reasonable and necessary or appropriate for the formation, qualification, or registration and operation of a limited liability company (or a partnership in which the Members have limited liability) in the State of Texas and in any other state where the Company may elect to do business.

1.7. *Power of Attorney*.

(a) *Grant of Power*. Each Member hereby constitutes and appoints the Manager and their authorized representatives (and any successors thereto by assignment or otherwise and the authorized representatives thereof) with full power of substitution as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place, and stead, to execute, swear to, acknowledge, deliver, file, and record in the appropriate public offices, as applicable or appropriate: (i) all certificates and other instruments and all amendments or restatements thereof that the Manager deems reasonable and appropriate or necessary to qualify or register, or continue the qualification or registration of, the Company as a limited liability company (or a partnership in which the Members have limited liability) in all jurisdictions in which the Company may conduct business or own property; (ii) all instruments, including an amendment or restatement of this Agreement, that the Manager deem appropriate or necessary to reflect any amendment, change, or modification of this Agreement in accordance with its terms; (iii) all conveyances and other instruments or documents that the Manager deem appropriate or necessary to reflect the dissolution, liquidation and termination of the Company pursuant to the terms of this Agreement; (iv) all instruments relating to the admission or substitution of any Member; (v) all ballots, consents, approvals, waivers, certificates, and other instruments appropriate or necessary, in the sole discretion of the Manager, to make, evidence, give, confirm, or ratify any vote, consent, approval, agreement, or other action that is made or given by the Members hereunder, is deemed to be made or given by the Members hereunder, or is consistent with the terms of this Agreement and appropriate or necessary, in the sole discretion of the Manager, to effectuate the terms or intent of this Agreement; provided that, with respect to any action that requires the vote, consent, or approval of a stated percentage of the Members under the terms of this Agreement, the Manager may exercise the power of attorney granted in this subsection (v) only after the necessary vote, consent, or approval has been made or given. Nothing herein contained shall be construed as authorizing the Manager to amend this Agreement except in accordance with Article VIII of this Agreement or as otherwise provided in this Agreement.

(b) *Irrevocability*. The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, and it shall survive, and not be affected by, the death, incompetency, incapacity, disability, dissolution, bankruptcy or termination of any Member, or the transfer of all or any portion of its Membership Interest and shall extend to such Member's heirs, successors, assigns and legal representatives. Each Member agrees to be bound by any representations made by the Manager acting in good faith pursuant to such power of attorney; and each Member hereby waives any and all defenses that may be available to contest, negate or disaffirm any action of the Manager taken in good faith under such power of attorney. Each Member shall execute and deliver to the Manager within 15 days after receipt of the Manager' request therefor, such further designations, powers of attorney, and other instruments as the Manager deems necessary to effectuate this Agreement and the purposes of the Company.

ARTICLE II

DEFINITIONS

The following definitions apply to the terms (whether capitalized or not) used in the Memorandum and/or the Company's Company Agreement:

"Act" means the U.S. Securities Act of 1933, as amended.

"Accredited Investor" means (i) a natural person whose individual net worth (not including the value of their primary residence), or joint net worth with your spouse, presently exceeds USD $1,000,000; (ii) a natural person who had an individual income in excess of USD $200,000 in each of the two most recent years or joint income with their spouse in excess of USD $300,000 in each of those years and they reasonably expect reaching the same income level in the current year; (iii) a corporation, partnership, trust, limited liability company, or other entity in which all of the equity owners are "accredited investors"; (iv) a trust with total assets in excess of USD $5,000,000 and was not formed for the specific purpose of acquiring Company Units, the trustee of which has such knowledge and experience financial and business matters that it is capable of evaluating the merits and risks of investing in Company Units; (v) a bank, savings and loan association or other financial institution, a registered securities broker or securities dealer, or an insurance company; (vi) a registered investment company or business development company, a licensed Small Business Investment Company, or a private business development company; (vii) a state-sponsored pension plan with total assets in excess of USD $5,000,000; (viii) an employee benefit plan which either (a) has a fiduciary that is a bank, savings and loan association, insurance company, or registered investment adviser; (b) has total assets in excess of USD $5,000,000; or (c) is a self-directed plan and investment decisions are made solely by persons that are "accredited investors"; (ix) a non-profit organization described in section 501(c)(3) of the Internal Revenue Code that was not formed for the specific purpose of acquiring Company Units having total assets in excess of USD $5,000,000; or (x) a director, executive officer, or manager of the Company or a director, executive officer, or manager of the Company's Manager.

"Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with the Person in question. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise, or to hold or to control the holder of 10 percent or more of the outstanding voting securities of such Person.

"Agreement" means this Company Agreement as it may be amended, supplemented or restated from time to time.

"B.O.C." means the Texas Business Organizations Code, as amended.

"Capital Account" means the capital account maintained for a Member pursuant to Section 3.2 of this Agreement.

"Capital Contribution", as it relates to the Company, means any asset or property of any nature contributed by a Member to the capital of the Company pursuant to the provisions of this Agreement or a Subscription Agreement. "Certificate of Determination" means a certificate authorized by the Manager creating a Series or Class of Units and setting forth the voting powers, designations, preferences, limitations, restrictions and relative rights of such Units or other Company security to be issued.

"Certificate of Determination" means a certificate or resolution of the Company whereby the Manager establishes a Class or Series of Units.

"Certificate" or "Certificate of Formation" means the articles or certificate filed with the Secretary pursuant to Section 1.6 of this Agreement, as such Certificate may be amended or restated from time to time.

"Class" or "Series" refers to a type of Unit whose voting powers, designations, preferences, limitations, restrictions and relative rights are established by a Certificate of Determination.

"Class B Common Membership Interest" refers to a Common Membership Interest conveyed from the Manager to a third party pursuant to this Agreement upon which event it is stripped of any and all management rights, voting rights, consent rights, and entitlement to Compensation or the like.

"Common Membership Interest" means the Manager's Units and corresponding rights to (i) vote and participate in the management and operation of the Company; (ii) receive to a distributive share of the income, gain, loss, deduction, and credit of the Company; and (iii) to a distributive share of the assets of the Company in accordance with this Agreement.

"Code" means the Internal Revenue Code of 1986, as from time to time amended and in effect.

"Company" means Ayass Research Institute, L.L.C., a Texas limited liability company formed pursuant to this Agreement, its successors or assigns.

"Compensation" refers to any compensation paid to the Manager or its Affiliates in connection with the management and operation of the Company.

"Consent" means the written consent of a Person, or the affirmative vote of such Person at a meeting called and held pursuant to Article VIII of this Agreement, as the case may be, to do the act or thing for which the consent is solicited, or the act of granting such consent, as the context requires.

"Conversion" means the conversion of a Unit or other Company security into another security issued by the Company and/or its Affiliate(s).

"Event of Withdrawal of the Manager" means an event that causes a Manager to cease to be a Manager as provided in the B.O.C. or this Agreement.

"Exchange" means the exchange of a Unit or other Company security for another security issued by the Company and/or its Affiliates.

"Indemnitee" means any Manager, any Person who is or was an Affiliate of a Manager, any Person who is or was an officer, director, employee, agent, trustee, partner, member, manager, or shareholder of a Manager or any such Affiliate, or any Person who is or was serving at the request of a Manager or any such Affiliate as a director, officer, employee, partner, member, manager, agent or trustee of another Person; provided that a Person shall constitute an "Indemnitee" only with respect to acts, omissions or matters deriving from or relating to the business, operations or investments of the Company.

"Investor" means a subscriber of the Company's Units and/or other securities.

"Liquidator" has the meaning specified in Section 7.2 of this Agreement.

"Majority" means Members whose Units aggregate to greater than fifty percent (50%) of the Membership Interests of all Members or of such Class or Series to which such Members belong.

"Manager" means Dr. Mohamad A. Ayass, M.D., a Texas limited liability company, its successors or designated agents or assigns. The Manager is considered both a Member and a Manager under the B.O.C. It also may refer to any officer or manager appointed by the Manager to manage the Company pursuant to the Agreement and the B.O.C. A manager in this context need not also be a Member.

"Memorandum" means the offering memorandum utilized by the Company to disclose risks, describe its proposed activities, and explain the terms of the offering of Units or other securities to Accredited Investors or others.

"Members" means all Members including the Manager, any Preferred Equity Members, Non-Managers, etc. In its singular form it means any one of such Persons.

"Membership Interest" means a Member's right, together with such other rights as provided in this Agreement and/or corresponding Certificate of Determination, to receive distributions of Company revenue, capital, and other disposition of Company assets in accordance with this Agreement.

"Offering" refers to the offering of Units for sale to prospective Members via delivery of the Memorandum.

"Company Agreement" means this Agreement which governs the internal affairs of the Company pursuant to the B.O.C.

"Person" means an individual or a corporation, limited liability company, partnership, trust, estate, unincorporated organization, association or other business enterprise.

"Preferred Equity Member" means any Person other than the Manager or a Non-Manager (i) whose name is set forth on Schedule A of this Agreement, attached hereto, as Preferred Equity Member, and/or who has been admitted as a Preferred Equity Member pursuant to the terms of a Subscription Agreement, and (ii) who is the owner of a Unit with the rights specified in a Certificate of Determination. In its plural form it means all such Persons.

"Public Event" means an event in which the Manager and/or any Affiliate of the Manager enters into any merger agreement or adopts a plan in which it or its successors or assigns is to become listed or quoted on an established securities market or exchange (for example, NASDAQ, NYSE) or become readily tradable on a secondary market (or the substantial equivalent thereof).

"Record Date" means the date established by the Manager for determining the identity of Members entitled to give Consent to Company action or entitled to exercise rights in respect of any other lawful action of such Series or Class of Members.

"Redemption" means the process of redeeming or buying back of Units by the Company.

"Regulations" means the income tax regulations promulgated under the Code, as from time to time amended and in effect (including corresponding provisions of succeeding regulations).

"Roll-Up" means a transaction involving an acquisition, merger, Conversion, Exchange, or consolidation, either directly or indirectly, of the Company and the issuance of securities of a Roll-Up Entity.

"Roll-Up Entity" means a partnership, trust, corporation or other entity, including Affiliates, that would be created or survive after the successful completion of a proposed Roll-Up transaction.

"Sponsor" means any Person directly or indirectly instrumental in organizing, wholly or in part, a partnership, limited liability company or program to facilitate investment or who will manage or is entitled to manage or participate in the management or control of such partnership, limited liability company or program. "Sponsor" includes the Manager. "Sponsor" does not include attorneys, accountants, engineers or other consultants whose compensation is for professional services rendered in connection with the offering of Units.

"Subscription" means the amount indicated on a Subscription Agreement that a Member has agreed to pay to the Company as their Capital Contribution.

"Subscription Agreement" means the agreement attached to a Memorandum by way of exhibit whereby prospective Members subscribe for Units.

"Transfer" has the meaning set forth in Section 6.1(a) of this Agreement.

"Unit", as it pertains to any offering of Membership Interests as described in a Memorandum and/or Subscription Agreement, means an undivided interest of the Members in the aggregate interest in the capital and profits of the Company or as otherwise provided in a Certificate of Determination. In the context of the Manager, "Unit" means the Common Membership Interest.

ARTICLE III

FINANCIAL MATTERS

3.1. *Capital Contributions*.

(a) *Capital Contributions*. In consideration for an initial allocation of 50,000,000 Units of Common Membership Interest in the Company, the Manager shall contribute their time, talents, and expertise to the Company. Each other Member (whose names and addresses and number and Class of Units are set forth on Schedule A attached hereto which may be amended by the Manager from time to time) shall contribute such capital or value or other consideration to the Company for each Unit allocated to them pursuant to a Subscription Agreement accepted by the Manager or counterpart hereto or as otherwise provided herein. All funds or other Capital Contributions to the Company shall become immediately available for use by the Company, the Manager, and/or its Affiliates to expend as necessary to pursue the Company's objectives as set forth in the Memorandum. Except as otherwise agreed by the Manager, no Member shall have the right or obligation to make any further Capital Contributions to the Company. Persons or entities hereafter admitted as Members shall make such contributions of cash (or promissory obligations), property or services to the Company as shall be determined by the Manager at the time of each such admission. Schedule A hereto reflects the Membership Interest of each Member based on the Capital Contribution made by such Members. Schedule A shall be amended from time to time by the Manager to reflect changes in Membership Interests resulting from the admission of additional or substitute Members, the withdrawal of Members or transfers or Redemption of Units, etc., accomplished in accordance with the terms of this Agreement. The combined Units of Membership Interest of all Members shall at all times equal 100%.

(b) *Contingency Reserves*. Of any Member's Capital Contributions, and of the Company's revenues, if any, the Manager reserves the right to hold or maintain levels of cash in the Company's accounts, or suspend or impair distributions if deemed necessary in its sole discretion, for costs, expenses, Redemptions, or other costs associated with the Company's assets, administration, obligations, or operations.

3.2. *Capital Accounts*.

(a) A Capital Account shall be maintained for each Member. Each Member's Capital Account shall be credited with the amount of money and the fair market value of property (net of any liabilities secured by such contributed property that the Company assumes or takes subject to) contributed by that Member to the Company; the amount of any Company liabilities assumed by such Member (other than in connection with a distribution of Company property), and such Member's distributive share of Company profits (including tax exempt income). Each Member's Capital Account shall be debited with the amount of money and the fair market value of property (net of any liabilities that such Member assumes or takes subject to) distributed to such Member; the amount of any liabilities of such Member assumed by the Company (other than in connection with a contribution); and such Member's distributive share of Company losses (including items that may be neither deducted nor capitalized for U.S. federal income tax purposes).

(b) Notwithstanding any provision of this Agreement to the contrary, each Member's Capital Account shall be maintained and adjusted in accordance with the Code and Regulations, including, without limitation, (i) the adjustments permitted or required by Internal Revenue Code Section 704(b) and, to the extent applicable, the principles expressed in Internal Revenue Code Section 704(c) and (ii) adjustments required to maintain Capital Accounts in accordance with the "substantial economic effect test" set forth in the Regulations under Internal Revenue Code Section 704(b).

(c) Any Member, including any substitute Member, who shall receive a Membership Interest (or whose Membership Interest shall be increased) by means of a transfer to it of all or a part of the Membership Interest of another Member, shall have a Capital Account that reflects the Capital Account associated with the transferred Membership Interest (or the applicable percentage thereof in case of a transfer of a part of an interest).

3.3. *Allocations and Distributions*.

(a) Except as may be otherwise provided in an applicable Certificate of Determination, all items of Company income, gain, loss, deduction, credit or the like for each taxable year shall be allocated among the Members in accordance with this Section 3.3.

(b) Within 90 days following the close of each calendar year, or at such other times deemed expedient in the Manager's sole discretion, the Manager shall distribute to the Members so much of the Company's revenue, capital, or other disposition of assets as the Manager in its discretion may determine are not required for the operation for the Company's business, first to each Class or Series of Preferred Equity Members pursuant to their priority and/or terms of their respective Certificate(s) of Determination and then to the Manager, Non-Managers, and/or other Members in accordance with their number of Units pro rata once the terms of any Preferred Equity Members' Certificate(s) of Determination have been satisfied.

(c) The Manager shall have the right to establish such reserves as it may from time to time determine as necessary or appropriate in connection with the conduct of the Company's business (including reserves for anticipated capital expenses and contingency reserves as described in Section 3.1(b), above, and/or any other costs). Amounts paid to the Manager under Article IV of this Agreement shall not be deemed to be distributions for purposes of this Section 3.3(c). All amounts withheld pursuant to the Code or any applicable provision of state, local or foreign tax law with respect to any distribution to a Member shall be treated as amounts distributed to such Member pursuant to this Section 3.3(c) for all purposes of this Agreement.

(d) Except as otherwise provided in any applicable Certificate of Determination, losses shall be allocated to the Members pro rata in accordance with their number of Units.

3.4. *Partnership Representative*. The Manager is hereby designated as the "Partnership Representative" for purposes of Sections 6231 of the Code and the Regulations promulgated thereunder. The Partnership Representative is authorized and required to represent the Company, at the Company's expense, in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings and, in the discretion of the Company Representative, to expend Company funds for professional services and costs associated therewith. The Partnership Representative shall promptly advise each Member of any audit proceedings proposed to be conducted with respect to the Company. In the event the Manager ceases to be a Member of the Company, a successor Partnership Representative shall be appointed by the remaining Members.

3.5. *Taxation as a Partnership*. It is the intention of the Members that the Company shall be taxed as a "partnership" for U.S. federal, state, local and foreign income tax purposes. The Members agree to take all reasonable actions, including the execution of documents, as may reasonably be requested by the Manager in order for the Company to qualify for and receive "partnership" treatment for U.S. federal, state, local and foreign income tax purposes. No election shall be made by the Company or any Member for the Company to be excluded from the application of any of the provisions of Subchapter K, Chapter 1 of Subtitle A of the Code or from any similar provisions of any state tax laws.

3.6. *Fiscal Year*. The fiscal year of the Company shall be the calendar year unless otherwise determined by the Manager in their sole discretion.

3.7. *Interest*. Unless otherwise provided by a Certificate of Determination, no interest shall be paid by the Company on Capital Contributions or on balances in a Member's Capital Accounts.

3.8. *No Withdrawal*. No Member shall be entitled to withdraw any part of its Capital Contribution or its Capital Account, or to receive any distributions from the Company, except as provided in Section 3.3, Section 6.4 and Article VI hereof.

3.9. *Loans from Members*. Loans by a Member to the Company shall not be considered Capital Contributions. If any Member shall advance funds to the Company in excess of the amounts required hereunder to be contributed by it to the capital of the Company, the making of such excess advances shall not result in any increase in the amount of the Capital Account of such Member. The amount of any such excess advances shall be a debt of the Company to such Member and shall be payable or collectible only out of the Company assets in accordance with the terms and conditions upon which such advances are made.

3.10. *Compensation and Reimbursement of Manager*.

(a) *Compensation*. The Manager and/or its Affiliates shall be entitled to reasonable compensation related to management and operation of the Company and/or its Affiliates, or pursuant to other contracts as may be entered into from time to time by the Company and/or its Affiliates.

(b) *Reimbursement for Operational Expenses*. In addition to amounts paid under other Sections of this Agreement, the Manager shall be reimbursed at any time and from time to time for all costs and expenses that the Manager and their respective Affiliates incur on behalf of, or in the management and operation of the business of, the Company to the extent they exceed the Monthly Overhead and Administration, including, but not limited to, that portion of the Manager's and their respective Affiliates' legal and accounting costs and expenses, telephone, secretarial, brokerage and professional consultant costs, office rent and other office expenses, salaries and other compensation expenses of employees, agents, and representatives, and other general, administrative, and additional expenses that are necessary or appropriate to the conduct of the Company's business and allocable to the Company. The Manager shall determine the expenses that are allocable to the Company. Such reimbursements shall be in addition to any reimbursement to the Manager or their Affiliates as a result of the indemnification provided under Section 4.7 of this Agreement.

(c) *Reimbursement for Travel and Associated Expenses*. In addition to amounts paid under other Sections of this Agreement, the Manager shall be reimbursed for travel and associated expenses in connection with the Company's business. The Manager shall determine the expenses that are allocable to the Company. Such reimbursements shall be in addition to any reimbursement to the Manager or their Affiliates as a result of the indemnification provided under Section 4.7 of this Agreement.

3.11. *Records and Accounting*. The Manager shall keep or cause to be kept appropriate books and records with respect to the Company's business which shall at all times be kept at the principal office of the Company or such other office or offices as the Manager may designate for such purpose. The books of the Company shall be maintained for financial reporting purposes on the accrual basis or on a cash basis, as the Manager shall determine in their sole discretion. The Manager, on its own initiative or upon request by a Member, may cause to be prepared and furnish financial statements of the Company on an annual basis to the Members. The Manager shall also be responsible for causing the preparation and distribution to all Members of all reasonably required tax reporting information.

ARTICLE IV

MANAGEMENT AND OPERATION OF THE COMPANY

4.1. *Management.*

(a) *Manager*. The business of the Company will be managed by Dr. Mohamad A. Ayass, M.D. (our "Manager" and "CEO"), who will be considered a manager of the Company for all purposes under the B.O.C. and who may exercise and/or delegate to other managers or officers of the Company all the powers as a manager of a limited liability company under the B.O.C., except as otherwise provided by law, including the appointment of other lesser managers and officers by way of delegated authority.

(b) *Election and Qualification of Managers*. Additional managers may be appointed or removed from time to time at the consent of the Manager who may also establish and change the number of managers, fill vacancies, etc.

(c) *Powers and Duties of the Manager*. In addition to the powers now or hereafter granted to a manager of a limited liability company under the B.O.C. or that are granted to Managers under any other provision of this Agreement (but subject to any required Consents of Members as herein provided), the Manager shall have full power and authority to do all things deemed necessary or desirable by them to conduct the business of the Company, including, without limitation: (i) the determination of the activities in which the Company will participate; (ii) the making of any expenditures, the borrowing of money, the guaranteeing of indebtedness and other liabilities, the issuance of evidences of indebtedness, and the incurrence of any obligations they deem necessary or advisable for the conduct of the activities of the Company, including the payment of compensation and reimbursement to the Manager and their respective Affiliates under Section 3.10 of this Agreement; (iii) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the Company; (iv) the use of the assets of the Company (including, without limitation, cash on hand) for any Company purpose on any terms they consider appropriate, including, without limitation, the financing of operations of the Company, the lending of funds to other Persons, and the repayment of obligations of the Company; (v) the admission of additional or substitute Members; (vi) the negotiation, execution, and performance of any contracts that they consider desirable, useful, or necessary to the conduct of the business or operations of the Company or the implementation of the Manager's powers under this Agreement; (vii) the distribution of Company cash or other assets; (viii) the selection, hiring, and dismissal of employees (who may be designated as officers of the Company), attorneys, accountants, engineers, architects, geologists, bankers, brokers, consultants, contractors, agents, and representatives and the determination of their compensation and other terms of employment or hiring (including the adoption of pension or welfare plans); (ix) the maintenance of such insurance for the benefit of the Company as they deem necessary or desirable; (x) the repurchase or Redemption of the Membership Interest of a Member; (xi) the formation of any further limited liability companies, joint ventures, or other relationships that they deem desirable and the contribution to such entities or ventures of assets of the Company; (xii) the control of any matters affecting the rights and obligations of the Company, including the

conduct of any litigation, the incurring of legal expenses, and the settlement or confession of claims, suits or judgments; (xiii) the selection of assets to be acquired and/or developed by the Company; (xiv) the acquisition, owning, holding for investment, developing, marketing, maintenance, operation, improvement, selling, or leasing of any Company asset or interest therein and the engagement of the Company in any and all general and incidental activities related thereto and necessary for the operation of such activities for profits or losses; and (xv) cause the Company to create and issue any number, Series or Class of Units and set forth the voting powers, designations, preferences, limitations, restrictions and relative rights of such Units or and/other Company securities through a Certificate of Determination or otherwise. Unless appointed as a Manager by the Manager, Members shall have no right of control over the business and affairs of the Company.

4.2. *Reliance by Third Parties*. Notwithstanding any other provision of this Agreement to the contrary, no lender or purchaser or other Person, including any purchaser of property from the Company or any other Person dealing with the Company, shall be required to verify any representation by the Manager as to its authority to encumber, sell, or otherwise use any assets or properties of the Company, and any such lender, purchaser or other Person shall be entitled to rely exclusively on such representations, and shall be entitled to deal with, the Manager as if it were the sole party in interest therein, both legally and beneficially. Each Member hereby waives any and all defenses or other remedies that may be available against any such lender, purchaser or other Person to contest, negate, or disaffirm any action of the Manager in connection with any such financing, sale or other transaction. In no event shall any Person dealing with the Manager or its representative with respect to any business or property of the Company be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expedience of any act or action of the Manager or its representative; and every contract, agreement, deed, mortgage, security agreement, promissory note, or other instrument or document executed by a majority of the Manager or its duly authorized representative with respect to any business or property of the Company shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (i) at the time of the execution and delivery thereof this Agreement was in full force and effect, (ii) such instrument or document was duly executed in accordance with the terms and provisions of this Agreement and is binding upon the Company and (iii) the Manager or its representative was duly authorized and empowered to execute and deliver any and every such instrument or document for and on behalf of the Company.

4.3. *Outside Activities; Conflicts of Interest*. The Company's Managers or any Affiliate thereof and any director, officer, employee, agent or representative of the Manager or any Affiliate thereof shall be entitled to and may have business interests and engage in business activities in addition to those relating to the Company, including business interests and activities in direct competition with the Company. Neither the Company nor any of the Members shall have any rights by virtue of this Agreement or the Membership relationship created hereby in any business ventures of the Manager, any Affiliate thereof, or any manager, director, officer, employee, agent or representative of a Manager or any Affiliate thereof. The Managers and the Manager shall only devote such part of its time to the affairs of the Company as is reasonably necessary for the conduct of the Company's business provided, however, that it is expressly understood and agreed that (i) the Manager and the individual members or managers of the Manager intend to and shall have the right to delegate management authority for the Company pursuant to management, operating or other agreements and (ii) the Manager and the individual members or managers of the Manager shall not be required to devote their entire time or attention to the business of the Company.

4.4. *Resolution of Conflicts of Interest*. Unless otherwise expressly provided in this Agreement (i) whenever a conflict of interest exists or arises between a Manager, the Manager or any of its Affiliates, on the one hand, and the Company or any Member, on the other hand, or (ii) whenever this Agreement provides that a Manager or the Manager shall act in a manner that is, or provide terms that are, fair and reasonable to the Company or any Member, the Manager shall resolve such conflict of interest, take such action, or provide such terms considering, in each case, the relative interests of each party to such conflict, agreement, transaction, or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, any applicable generally accepted accounting practices or principles and such other factors as the Manager deems appropriate in their discretion, and, in, the absence of bad faith by a Manager or the Manager, the resolution, action, or terms so made, taken, or provided by the Manager shall not constitute a breach of this Agreement or a breach of any standard of care or duty imposed herein or under the B.O.C. or any other applicable law, rule, or regulation. Without limitation of the foregoing, whenever a particular transaction, arrangement or resolution of a conflict of interest is required under this Agreement to be "fair and reasonable" to any person, the fairness and reasonableness of such transaction, arrangement or resolution shall be considered on the whole in the context of all similar or related transactions, and in the context of all transactions, relationships and arrangements between or among the relevant Persons or their respective Affiliates.

4.5. *Reliance by the Manager*.

(a) The Manager may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties.

(b) The Manager may consult with legal counsel, accountants, appraisers, management consultants, architects, engineers, brokers, investment bankers, and other consultants and advisers selected by them, and any opinion of any such Person as to matters which the Manager believe to be within such Person's professional or expert competence shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by the Manager hereunder in good faith and in accordance with such opinion.

4.6. Loans; Contracts with Affiliates.

(a) The Manager or any Affiliate of the Manager may lend to the Company funds needed or desired by the Company for such periods of time as the Manager may determine; provided, that the Manager or Affiliate may not charge the Company interest, points or fees at rates greater than the rates that would be charged the Company (without recourse to its Members' financial abilities or guarantees) by unrelated lenders on comparable loans. The Company shall reimburse any Manager making a loan to the Company, or any Affiliate, for any costs (other than interest) incurred by it in connection with the borrowing of funds obtained by the Manager or such Affiliate and loaned to the Company.

(b) The Company may loan to the Manager, any Affiliate thereof or to other Persons funds needed or desired by such persons; provided, however, the Company receives interest, points and/or fees at rates and on terms that would be charged by unrelated lenders on comparable loans.

(c) The Manager may itself, or may enter into any arrangement with any of its Affiliates to, render services for the Company.

(d) The Manager, or any Affiliate thereof, may sell, transfer or convey any property to, or purchase any property from, the Company.

4.7. Indemnification.

(a) To the fullest extent permitted by law, each Indemnitee shall be indemnified and held harmless by the Company from and against any and all losses, damages, liabilities, expenses (including legal fees and disbursements), judgments, fines, settlements and all other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise by reason of its status as (i) a manager or member of the Manager, the Manager or an Affiliate thereof, (ii) an officer, director, employee, agent, trustee, partner, manager, member or shareholder of a Manager or an Affiliate thereof or (iii) a person serving at the request of the Company in another entity in a similar capacity, if the Indemnitee acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe its conduct to be unlawful; provided that no Indemnitee shall be entitled to indemnification if it shall be finally determined by a court of competent jurisdiction that such Indemnitee's act or omission constituted willful misconduct or gross negligence. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent shall not, of itself, create a presumption that the Indemnitee acted in a manner contrary to that specified above. Any indemnification pursuant to this Section 4.7 shall be made only out of the assets of the Company.

(b) Expenses (including legal fees and disbursements) incurred by an Indemnitee in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding, upon receipt by the Company of an undertaking by or on behalf of the Indemnitee to repay such amount if it shall be determined that the Indemnitee is not entitled to be indemnified as authorized in this Section 4.7.

(c) The indemnification provided by this Section 4.7 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, as a matter of law or otherwise, and shall continue as to an Indemnitee who has ceased to serve in the indemnified capacity and shall inure to the benefit of the heirs, successors, assigns and legal representatives of an Indemnitee.

(d) The Company may purchase and maintain insurance, on behalf of the Manager, the Manager and/or such other Persons as the Manager shall determine, against any liability that may be asserted against or expense that may be incurred by such Person in connection with the Company's activities, regardless of whether the Company would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) An Indemnitee shall not be denied indemnification in whole or in part under this Section 4.7 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(f) The provisions of this Section 4.7 are for the benefit of the Indemnitees, their heirs, successors, assigns and legal representatives and shall not be deemed to create any rights for the benefit of any other Persons.

4.8. *Liability of Indemnitees*.

(a) No Indemnitee shall be liable to the Company or any other Member for losses sustained or liabilities incurred as a result of any act or omission if such Indemnitee acted in good faith and in a manner reasonably believed by the Indemnitee to be in, or not opposed to, the best interests of the Company, or for errors of judgment, neglect or omission; provided, however, that an Indemnitee shall be liable for its willful misconduct or gross negligence.

(b) Any manager or member of the Manager may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents or representatives, and shall not be responsible for any misconduct or negligence on the part of any agent or representative appointed by them in good faith.

ARTICLE V

RIGHTS AND OBLIGATIONS OF MEMBERS

5.1. *Liability of Members*. No Member, in such capacity, shall have any personal liability for the debts and obligations of the Company, except as provided in this Agreement or the B.O.C.

5.2. *No Participation in Management*. Unless appointed as a Manager or a Manager, no Member, in his or her capacity as a Member, shall take part in the operation, management or control of the Company's business, transact any business for or on behalf of the Company or have any power to execute documents for or otherwise act for or bind the Company.

5.3. *Outside Activities*. Except as provided by Section 5.8 hereof, any Member shall be entitled to and may have business interests and engage in business activities outside those relating to the Company. Neither the Company nor any of the other Members shall have any rights by virtue of this Agreement in or with respect to any business ventures of any other Member outside those of the Company.

5.4. *Redemption; Withdrawal of Capital*. Unless otherwise provided in a Certificate of Determination, no Member shall be entitled to the withdrawal or return of their Capital Contribution or redemption of Units, except to the extent of distributions are made pursuant to this Agreement or upon dissolution as provided herein.

5.5. *Inspection Rights*.

(a) Each Member shall have the right, for a purpose reasonably related to such Member's own personal interest, subject to such reasonable standards (including standards governing what information and documents are to be furnished, at what time and location or format and at whose expense, including concerns involving privacy) as may be adopted by the Manager, to obtain from the Manager from time to time upon reasonable demand:

(i) information regarding the status of the business and financial condition of the Company;

(ii) after becoming available, a copy of the Company's U.S. federal, state and local income tax returns for each year;

(iii) a copy of this Agreement and the Certificate of Formation and all amendments thereto; and

(iv) such other information regarding the affairs of the Company as is just and reasonable.

(b) Notwithstanding the provisions of Section 5.5(a), the Manager may keep confidential from the Members for such period of time as the Manager deems reasonable any information that the Manager reasonably believes to be in the nature of trade secrets or other information the disclosure of which the Manager in good faith believes is not in the best interests of the Company or which the Company is required by law or by agreement to keep confidential.

5.6. Consent Rights of Members.

(a) Except as otherwise provided in the Certificate of Determination related to their Units, Members shall have the right to Consent with respect to any amendment to the Certificate of Determination affecting their Units.

(b) Except as otherwise provided in the Certificate of Determination related to their Units, Members who are not holders of Common Units shall not have any right to vote or otherwise grant or withhold Consent a with respect to Company matters.

(c) Notwithstanding any provision of this Agreement to the contrary, no Consent shall be required in connection with a transfer made pursuant to Section 6.2(b) of this Agreement.

5.7. Effect of Bankruptcy, Death or Incompetency of the Manager. The bankruptcy, death, dissolution, termination or adjudication of incompetency of the Manager shall not cause the dissolution or termination of the Company and the business of the Company shall continue. Upon any such occurrence, the legal representative of such Manager shall have the rights of such Manager for the purpose of settling its estate or property, and such power as the Manager possessed to transfer its Membership Interest. The transfer by any such legal representative of any Membership Interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if made by the bankrupt, deceased, dissolved, terminated or incompetent Manager.

5.8. *Confidentiality; Non-Circumvention*. The Members shall be legally bound to the non-disclosure of information obtained directly or indirectly from the Manager, its agents or Affiliates, regarding the business of the Company and shall not disclose to any third party any information regarding the same without written consent from the Manager. The Members further agree not to circumvent, avoid, bypass, obviate or compete with the Company, the Manager or its Affiliates in the pursuit of the business purpose of the Company, the Manager or its Affiliates, directly or indirectly, without obtaining a mutually agreed written waiver from the Manager, and for a period of two (2) years following the date the Member ceases to be a Member of the Company. The Members further agree that the Company and/or Manager or its Affiliates shall be immediately and irreparably harmed by the violation of any of the foregoing provisions and that damages the Company and/or Manager or its Affiliates will suffer may be difficult or impossible to measure. Therefore, upon any threatened, actual or impending violation of this Section of this Agreement, the Company and/or Manager or its Affiliates shall be entitled to the issuance of a restraining order, preliminary and permanent injunction, without bond, restraining or enjoining such alleged violation by a Member or such Member's agent's or representatives or any other person in receipt of information disclosed in violation of this Section of this Agreement. Such remedy to the Company and/or Manager or its Affiliates shall be in addition to and not in limitation of any other remedy which may otherwise be available at law or in equity in the event of any breach of the provisions of this Section of this Agreement. No failure or delay by the Company and/or Manager or its Affiliates in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof of any right, power, or privilege hereunder.

ARTICLE VI

TRANSFERS OF INTERESTS; WITHDRAWALS

6.1. *Transfer*.

(a) The term "transfer", when used in this Article VI or elsewhere in this Agreement with respect to a Membership Interest, shall mean the sale, assignment, transfer, pledge, encumbrance, hypothecation, exchange, gift or other disposition of all or any portion of a Membership Interest, or any interest therein (including a transfer occurring by operation of law).

(b) No Membership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Article VI. Any transfer or purported transfer of a Membership Interest not made in accordance with this Article VI shall be null and void.

6.2. *Transfers by the Manager*.

(a) The Manager may transfer all or any part of the Membership Interest held by it as Manager. Any proposed transferee of all or any part of the interest of a Manager shall, except as provided in Section 6.2(b) of this Agreement, below, as a condition to such transfer, agree to become an additional or successor Manager of the Company. In connection with such transfer, such additional or successor Manager shall execute a counterpart of this Agreement, evidencing its agreement to serve as Manager and to be bound by all of the terms and conditions hereof. Such transferee shall be deemed to be admitted as an additional or successor Manager immediately prior to the effective time of the subject transfer, and, together with all remaining Members, shall continue the business of the Company without dissolution. The Manager shall cause the Certificate of Formation to be amended to reflect the admission of the new Manager and, as may be applicable, the withdrawal of the prior Manager by reason of a transfer of its entire Membership Interest as Manager.

(b) The Manager may, at any time, convert part but not all of its Common Membership Interest in the Company into a Class B Common Membership Interest and/or Class or Series thereof and assign and transfer the same to a non-managing Person. However, in no case shall the Manager convert all of its Common Membership Interest in the Company into Class B Common Membership Interest.

6.3. *Withdrawal or Removal of the Manager.*

(a) The Manager covenants and agrees that it will not voluntarily withdraw as Manager of the Company for the term of the Company, subject to its right to transfer its Membership Interest as Manager pursuant to Section 6.2.

(b) The Manager may be removed, and a successor Manager elected, if and only if (i) a court of competent jurisdiction as provided in Section 9.9 of this Agreement finds the Manager to be guilty of a criminal act; and (ii) a Majority vote of the other Members is obtained for such removal. In order to be valid, any such action for removal of the Manager must be taken within forty-eight (48) hours of entry of final judgment and must also provide for the election of a successor Manager. Such removal shall be deemed effective immediately subsequent to the admission of the successor Manager. Such successor Manager, together with all then remaining Members, shall continue the Company without dissolution. Further, such successor Manager shall execute a counterpart of this Agreement, evidencing its agreement to serve as Manager and to be bound by all of the terms and conditions hereof, and the Manager shall cause the Certificate of Formation to be amended to reflect the admission of the successor Manager and the removal of the prior Manager. The successor Manager shall also make the payment to the removed Manager required under Section 6.3(c).

(c) The removed Manager shall, in respect of its former Membership Interest as Manager which shall be succeeded to by the successor Manager, promptly receive from its successor in exchange for its Membership Interest as Manager an amount in cash equal to the fair market value of the removed Manager's Membership Interest, determined as of the effective date of removal. The removed Manager shall, as of the effective date of its removal, cease to share in any allocations or distributions with respect to its Membership Interest. For purposes of this Section 6.3(c), the fair market value of the removed Manager's Membership Interest shall be determined by agreement between the removed Manager and its successor or, failing agreement within thirty (30) days after the effective date of removal, by an independent appraiser or other independent expert selected by the removed Manager and its successor. If such parties cannot agree upon one independent appraiser or other independent expert within forty-five (45) days after the effective date of removal, then both the removed Manager and its successor shall have independent appraisals conducted at their own expense. Such appraisals shall then be averaged together to determine the amount to be paid by the successor Manager. In making their determination, such appraiser(s) or other independent expert shall consider the value of the Company's assets and such other factors as it may deem relevant. The expense of engaging the independent appraiser(s) or other independent expert that determines fair market value shall be borne one-half by the Company and one-half by the removed Manager.

6.4. *Event of Withdrawal of the Manager.*

(a) Upon the occurrence of an Event of Withdrawal of the Manager, but excluding a withdrawal of the Manager in connection with a permitted transfer under Section 6.2, such Person shall cease to be the Manager, the Membership Interest held by it as Manager shall be deemed redeemed by the Company simultaneously with the occurrence of the withdrawal, and the name of the Company shall be changed to a name that does not contain the name of any Affiliate of the Manager. The withdrawing Manager shall be entitled to receive the fair value of its redeemed Membership Interest, determined in the same manner as referenced in Section 6.3(c); provided that references in Section 6.3(c) to the removed Manager shall be deemed references to the withdrawn Manager and references to the successor Manager shall be deemed references to the Company; and provided, further, that if the withdrawal was in violation of this Agreement, the redemption price of the withdrawn Manager's Membership Interest will equal eighty percent (80%) of the fair market value thereof.

(b) If at the time of the withdrawal of the Manager as referenced in Section 6.4(a) the withdrawn Manager was not the sole Manager, then the remaining Manager shall continue the business of the Company without dissolution. If, on the other hand, the withdrawn Manager was the sole remaining Manager, then the Company shall dissolve unless the Members elect to continue the business of the Company with a successor Manager as provided in Section 7.1(b).

6.5. *Transfers by Members.*

(a) No Member shall transfer all or any part of its Membership Interest without the prior written consent of the Manager. The Manager will not consent to any such transfer if the effect of the same, when taken together with other transfers of Membership Interests during the preceding twelve (12) months, would be to cause the Company to terminate within the meaning of Section 708 of the Code, or if in the opinion of the Manager, such transfer would require registration of Membership Interests under U.S. federal or securities laws of applicable jurisdictions or would result in a violation of U.S. federal or securities laws of applicable jurisdictions (including investment suitability standards).

(b) No transferee of all or any part of the Membership Interests of a Member shall be admitted to the Company as a substitute Member unless: (i) the Manager have consented to such substitution, the granting or denial thereof to be within the sole discretion of the Manager; (ii) the transferee has executed a counterpart of this Agreement and such other instruments as the Manager deems necessary or appropriate to confirm the undertaking of such transferee to be bound by all of the terms and provisions of this Agreement; (iii) all expenses, including attorneys' fees, incurred by the Manager or the Company in connection with the subject transfer shall have been paid or reimbursed by the transferor or transferee; (iv) the Company shall have been provided with a copy of the written instrument of transfer; and (v) the Manager shall have caused the transferee's admission as a substitute Member to be reflected in the records of the Company. A transferee that is not admitted as a substitute Member shall have only the economic rights of an assignee as provided in the B.O.C., and such transferee shall not otherwise possess or have the right to exercise any of the rights of a Member hereunder or under the B.O.C.

6.6 *Withdrawal of a Member*. No Member shall have the right to withdraw from the Company prior to the dissolution and winding up of the Company, except in connection with a permitted transfer of its entire Membership Interest or as may be otherwise provided in their related Certificate of Determination.

6.7 *Redemption*. The Company may redeem Units pursuant to the terms applicable to such Units as provided in the related Certificate of Determination or on any other terms as may be deemed mutually acceptable to the parties.

ARTICLE VII

DISSOLUTION AND LIQUIDATION

7.1. *Dissolution*.

(a) Subject to Section 7.1(b), the Company shall be dissolved and its affairs wound up and terminated upon the first to occur of the following events:

(i) Unless otherwise determined prudent by the Manager, the Manager's decision to sell all, or substantially all, of the Company's assets or the decision of the Manager to cause the Company's participation in a Roll-Up transaction; or

(ii) the occurrence of an Event of Withdrawal of the Manager (other than by reason of a transfer pursuant to Section 6.2 or any Event of Withdrawal of Manager in a circumstance where this Agreement provides for the continuation of the business of the Company without dissolution).

(b) Notwithstanding the provisions of 7.1(a)(ii), the Company shall not be dissolved upon the occurrence of an event described in such subsection if, within ninety (90) days after such event, a Majority in Interest of the Members (or such larger group or percentage of Members as required by law) agree in writing to continue the business of the Company and to the appointment, effective as of the date of withdrawal of the withdrawn Manager, of a successor Manager. In the event the business of the Company is continued without dissolution upon the occurrence of an Event of Withdrawal of Manager as described in this Section 7.1(b), then the Membership Interest of the withdrawn Manager shall be deemed redeemed and it shall be entitled to receive the redemption price thereof determined under Section 6.4(a) hereof.

7.2. *Liquidation*. Upon dissolution of the Company, the Manager, or if there is no remaining Manager, then such Person as is appointed by the Consent of a Majority in Interest of Members (the remaining Members or such other Person conducting the liquidation of Company assets being referred to as the "Liquidator") shall liquidate the Company's assets within such reasonable period and upon such terms, price and conditions as are determined by the Liquidator. The terms of this Agreement shall continue to govern the rights and obligations of the Members and the conduct of the Company business during the period of winding up the Company affairs. The Liquidator, if other than the Manager, shall have and may exercise, without further authorization or consent of Members, all of the powers conferred upon the Manager under the terms of this Agreement (including, without limitation, the powers of attorney granted under Section 1.7) to the extent necessary or desirable in the good faith judgment of the Liquidator to carry out the duties and functions of the Liquidator hereunder for and during such period of time as shall be reasonably required in the good faith judgment of the Liquidator to complete the winding up and liquidation of the Company. The Liquidator shall liquidate the assets of the Company, and apply and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of applicable law:

(a) to creditors, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or by the establishment of reserves of cash or other assets of the Company for contingent liabilities in amounts, if any, determined by the Liquidator to be appropriate for such purposes), other than liabilities for distributions to Members and former Members under applicable provisions of the B.O.C.;

(b) to Members whose Units are entitled to preferences in accordance with their applicable Certificate of Determination; and

(c) to the Manager and/or other Members, pro rata, in accordance with their Units provided Section 7.2(b), above, has been satisfied.

7.3. *Distribution in Kind*. Notwithstanding the provisions of Section 7.2 which require the liquidation of the assets of the Company, if on dissolution of the Company the Liquidator determines that a prompt sale of part or all of the Company's assets would be impractical or would cause undue loss to the value of Company assets, the Liquidator may defer for a reasonable time (up to three (3) years) the liquidation of any assets, except those necessary to timely satisfy liabilities of the Company (other than those to Members), and/or may distribute to the Members, in lieu of cash, as tenants in common undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such in-kind distributions shall be made in accordance with the priorities referenced in Section 7.2 as if cash equal to the fair market value of the distributed assets were being distributed. Any such distributions in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any joint Company Agreements or other agreements governing the operation of such properties at such time. The Liquidator shall determine the fair market value of any property distributed in kind using such reasonable methods of valuation as it may adopt.

7.4. *Cancellation of Certificate of Formation*. Upon the completion of the distribution of Company property as provided in Sections 7.2 and 7.3, the Company shall be terminated, and the Liquidator shall cause the cancellation of the Certificate of Formation and all qualifications of the Company as a limited liability company and shall take such other actions as may be necessary to terminate the Company.

7.5. *Return of Capital*. No Manager or Manager shall be liable for the return of the Capital Contributions of the other Members, or any portion thereof, it being expressly understood that any such return shall be made solely from Company assets.

7.6. *Waiver of Partition*. Each Member hereby waives any rights to partition of the Company's property.

ARTICLE VIII

AMENDMENT OF AGREEMENT;

MEETINGS; RECORD DATES; CONSENTS

8.1. *Amendments to be Adopted Solely by Manager*. The Manager, without need for the Consent of any Member, may amend any provision of this Agreement or any Certificate of Determination and execute, swear to, acknowledge, deliver, file, and record whatever documents may be required in connection therewith, to reflect:

(a) a change in the name of the Company, the registered office or registered agent of the Company, or the location of the principal place of business of the Company;

(b) the admission, substitution or withdrawal of Members in accordance with this Agreement;

(c) a change that the Manager has determined is necessary or appropriate (i) to qualify or register, or continue the qualification or registration of, the Company as a limited liability company (or a partnership in which the Members and the Manager have limited liability) under the laws of any jurisdiction or (ii) to ensure that the Company will not be treated as an association taxable as a corporation for U.S. federal, state, local or foreign income tax purposes; or

(d) a change that (i) the Manager has determined is desirable and in the interests of the Company and the Members as a whole, (ii) does not adversely affect the Members in any material respect, or (iii) is necessary or desirable in the opinion of the Manager to satisfy any requirements, conclusions, or guidelines contained in any opinion, directive, order, ruling, or regulation of any U.S. federal or state agency or judicial authority or contained in any U.S. federal or state statute.

8.2. *Amendment Procedures*. Except as provided in Sections 8.1 and 8.3 of this Agreement, all amendments to this Agreement shall be adopted in accordance with the following requirements: (i) amendments to this Agreement may be proposed only by the Manager; (ii) if an amendment is proposed, the Manager shall seek the Consent of the requisite Membership Interests of the Members; (iii) a proposed amendment shall be effective upon its approval by the Manager and a Majority in Interest of the Members unless a greater percentage is required by this Agreement; and (iv) the Manager shall notify all Members upon final adoption of any such proposed amendment.

8.3. *Special Amendment Requirements*. Notwithstanding the provisions of Sections 8.1 and 8.2 of this Agreement, no provision of this Agreement that establishes a percentage of the Members required to take any action shall be amended in any respect that would have the effect of reducing such Consent requirement, unless such amendment is approved by Consent of Members whose aggregate Membership Interests constitute not less than the voting requirement sought to be reduced. This Section 8.3 shall only be amended with the approval of the Manager.

8.4. *Meetings*. The Manager may call a meeting of the Members at any time to consider any matter on which the Members are entitled to Consent pursuant to the terms of this Agreement or the B.O.C. Members owning greater than fifty percent (50%) of the Units of Common Membership Interest held by all Members may also call a meeting by delivering to the Manager a request in writing stating that the signing Members desire to have a meeting of Members called with respect to a matter upon which Members have the right to Consent and indicating the specific purposes for which the meeting is to be called. Members requesting a meeting shall specify the Members and their respective Membership Interests on whose behalf the Members are exercising the right to call a meeting and only those specified Members and Units of Membership Interest shall be counted for the purpose of determining whether the required percentage of Members set forth in the proceeding sentence has been met. A meeting, whether called by the Manager at their volition or upon the request of Members, shall be held at a time a place determined by the Manager on a date not more than sixty (60) days after the mailing of notice of the meeting. Notice of a meeting which is requested by Members shall be mailed within thirty (30) days after receipt by the Manager of such request (or such longer period as reasonably may be required for the Manager to comply with the requirements of any applicable securities laws).

8.5. *Voting Procedures*.

(a) For purposes of determining the Members entitled to notice of or to vote at a meeting of the Members or to give Consents without a meeting as provided in Section 8.7, the Manager may set a Record Date which, in the case of a meeting, shall not be less than ten (10) days nor more than sixty (60) days before the date of the meeting.

(b) Each Common Member shall be entitled to one vote or Consent per Unit at a meeting in person or by proxy or in writing in the absence of a meeting. The Manager may establish policies regarding the period of time for which a proxy may be valid, the manner of executing or otherwise granting proxies, the manner for delivery of proxies and like matters. Except as otherwise determined pursuant to policies adopted by the Manager, the law of the State of Texas pertaining to the validity and use of corporate proxies shall govern the validity and use of proxies given by Members.

(c) Any Member may waive the requirement of the regular call and notice of meetings, or any other Consent requirement, whether before or after the meeting is held or the Consent given.

(d) The Manager shall have full power and authority concerning the manner of conducting any meeting of the Members or solicitations of Consents in writing, including, without limitation, the determination of persons entitled to vote, the existence of a quorum, the conduct of voting or the manner of solicitation of Consents, the validity and effect of any proxies and the determination of any controversies, votes or challenges arising in connection with or during the meeting or the written Consent solicitation process. The Manager may designate a person to serve as chairman of any meeting and a person to take the minutes of any meeting, in either case, including, without limitation, a partner, member, manager, director or officer of a Manager. The Manager may make such other regulations consistent with applicable law and this Agreement as it may deem advisable concerning the conduct of any meeting of the Members or solicitations of Consents in writing, including regulations regarding the appointment and duties of inspectors of votes and Consents, the submission and examination of proxies and other evidence of the right to vote, and the giving or revocation of Consents in writing.

8.6. *Quorum; Adjournments*. A Majority in Interest of the Common Members represented in person or by proxy shall constitute a quorum at a meeting of Members; provided that any action requiring approval of a specified vote of Members hereunder shall require at least such specified affirmative vote. In the absence of a quorum, any meeting of Members may be adjourned from time to time by the affirmative Consent of Members who are holders of a majority of the Membership Interests represented either in person or by proxy. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting and a new Record Date need not be fixed, if the time and place thereof are announced at the meeting at which the adjournment is taken, unless such adjournment shall be for more than forty-five (45) days. At the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than forty-five (45) days or if a new Record Date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given in accordance with this Article VIII.

8.7. *Action Without a Meeting*. Any action that may be taken at a meeting of the Common Members may be taken without a meeting if Consents in writing setting forth the action so taken are signed by Members who are record holders of not less than the minimum Membership Interests that would be necessary to authorize or take such action at a meeting at which all the Members were present and voted. Prompt notice of the taking of action without a meeting shall be given to all Members who have not consented in writing. Whether Consents are solicited by or on behalf of the Manager or by any other Person, the Manager may specify that any written ballot submitted to Members for the purpose of taking any action without a meeting shall be returned to the Company within the time, not less than fifteen (15) calendar days, specified by the Manager. Further the Manager in any such circumstance may identify a Record Date for determining Members entitled to consent in writing. If Consent to the taking of any action by the Members is solicited by any Person other than by or on behalf of the Manager, the written Consents shall have no force and effect unless and until (i) they are deposited with the Company in care of the Manager and (ii) such person shall have coordinated such solicitation with the Manager so that the Manager shall have had the opportunity to make determinations of policies, regulations, procedures, Record Dates and the like with respect to such solicitation and such matters shall have been complied with (it being understood that such actions by the Manager shall be taken in a timely manner and shall be exercised in the interest of the Company and the Members for the purpose of achieving the orderly and balanced conduct of a Consent solicitation process).

ARTICLE IX

GENERAL PROVISIONS

9.1. *Addressees and Notices*. Any notice, demand, request or report required or permitted to be given or made to a Member under this Agreement shall be in writing and shall be delivered in person, by first class mail, by e-mail to the e-mail address of such Member in the Company's records, by nationally recognized overnight courier or by registered or certified mail, return receipt requested, to the Member at his address as shown on the records of the Company (regardless of any claim of any Person who may have an interest in any Unit of Membership Interest by reason of an assignment or otherwise). It is the express obligation of all Members to ensure that the Company has valid and current addresses on file for notice purposes. Neither the Company nor its Affiliates may be held liable for returned or undelivered communications.

9.2. *Titles and Captions*. All article and section titles and captions in this Agreement are for convenience only, shall not be deemed part of this Agreement, and in no way shall define, limit, extend, or describe the scope or intent of any provisions hereof. Except as specifically provided otherwise, references to "Articles" and "Sections" are to Articles and Sections of this Agreement.

9.3. *Pronouns and Plurals*. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa.

9.4. *Binding Effect*. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

9.5. *Integration*. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

9.6. *Waiver*. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any covenant, agreement, term or condition. Any Member by an instrument in writing may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Member, but no waiver shall be effective unless in writing and signed by the Member making such waiver. No waiver shall affect or alter the remainder of the terms of this Agreement but each and every covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach.

9.7. *Counterparts*. This Agreement may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

9.8. *TEXAS LAW APPLICABLE*. ALL MATTERS IN CONNECTION WITH THE POWER, AUTHORITY AND RIGHTS OF THE MEMBERS AND ALL MATTERS PERTAINING TO THE OPERATION, CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED AND DETERMINED BY THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS.

9.9. *TEXAS JURISDICTION*. EACH MEMBER (A) HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS IN COLLINS OR DENTON COUNTY OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT WHICH IS BROUGHT BY OR AGAINST THE COMPANY OR ANY MEMBER, (B) HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND (C) TO THE EXTENT THAT IT HAS ACQUIRED, OR HEREAFTER MAY ACQUIRE, ANY IMMUNITY FROM THE JURISDICTION OF ANY SUCH COURT OR FROM ANY LEGAL PROCESS THEREIN, HEREBY WAIVES SUCH IMMUNITY TO THE FULLEST EXTENT PERMITTED BY LAW. EACH MEMBER HEREBY WAIVES, AND HEREBY AGREES NOT TO ASSERT, IN ANY SUCH SUIT, ACTION OR PROCEEDING, IN EACH CASE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (i) IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY SUCH COURT, (ii) IT IS IMMUNE FROM ANY LEGAL PROCESS, (iii) ANY SUCH SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, (iv) VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER OR (v) THIS AGREEMENT MAY NOT BE ENFORCED IN OR BY SUCH COURT. EACH MEMBER AGREES THAT PROCESS AGAINST IT IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING FILED IN ANY SUCH REFERENCED COURT ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE SERVED ON IT, BY MAILING THE SAME TO SUCH MEMBER BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH MEMBER AT ITS ADDRESS FOR NOTICES UNDER THIS AGREEMENT, WITH THE SAME EFFECT IN EITHER CASE AS THOUGH SERVED UPON SUCH PERSON PERSONALLY.

9.10. *Invalidity of Provisions*. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, then the parties shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable or void, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

9.11. *Incorporation by Reference*. This Agreement has been executed by the Members set forth on Schedule A by the signing of the Subscription Agreement as set forth in the Memorandum. It is agreed that the executed copy of such Subscription Agreement may be attached to an identical copy of this Agreement together with the Subscription Agreements which may be executed by other Members, all of which shall be incorporated into this Agreement as if fully set forth herein.

9.12. *Ratification*. The Member whose signature appears upon a true and correct copy of the Subscription Agreement as set forth in the Memorandum is hereby deemed to have specifically adopted, approved, and agreed to be legally bound by every provision in this Agreement.

9.13. *Incorporation by Reference*. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated into this Agreement by reference.

* * * * *

(signature page follows)

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

COMPANY:

Ayass Research Institute, L.L.C.
a Texas limited liability company

By:_____ Effective Date: November ____, 2023
Dr. Mohamad A. Ayass, M.D., its CEO and Manager

MANAGER:

X_____ Effective Date: November ____, 2023
Dr. Mohamad A. Ayass, M.D., individually

INITIAL COMMON MEMBER(S):

X_____ Effective Date: November ____, 2023
Dr. Mohamad A. Ayass, M.D., individually

PREFERRED EQUITY MEMBERS AND/OR OTHER MEMBERS:

All Members now and hereafter admitted as Members, pursuant to powers now and hereafter executed in favor of, and granted and delivered to, the Manager.

By:_____ Effective Date: November ____, 2023
Dr. Mohamad A. Ayass, M.D., as agent

Form of
SCHEDULE A
of the
Company Agreement
of
Ayass Research Institute, L.L.C.

UNIT REGISTER

Member Name	*Date of Admittance*	*Number and Class of Units*
Dr. Mohamad A. Ayass, M.D.	November ____, 2023	50,000,000 Common Units (voting equity)
	TOTAL:	50,000,000

CERTIFICATION:

The undersigned Manager of Ayass Research Institute, L.L.C., a Texas limited liability company (the "Company"), hereby certifies that the above-referenced Persons are Members of the Company as of this ____ day of _____, 20_____ (the "Record Date").

X_____
Dr. Mohamad A. Ayass, M.D., its CEO and Manager

CERTIFICATE OF DETERMINATION

OF THE

VOTING POWERS, DESIGNATIONS, PREFERENCES, LIMITATIONS, RESTRICTIONS, AND RELATIVE RIGHTS

OF THE

Units of Preferred Equity Membership Interest

OF

Ayass Research Institute, L.L.C.

(a Texas limited liability company)

November ____, 2023

Ayass Research Institute, L.L.C., a Texas limited liability company (the "Company"), through its undersigned Manager, hereby certifies the following:

WHEREAS, Section 4.1(c) of the Company's Company Agreement, as amended (the "Agreement"), authorizes the issuance of additional Units of Membership Interest in the Company and expressly vests the Manager of the Company with authority to issue Units in one or more Class or Series and to fix, by resolution or resolutions, the voting powers, designations, preferences, limitations, restrictions and relative rights of each Class or Series to be issued;

NOW, THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The Manager hereby authorizes the original issue of a new Class or Series of Units of Membership Interest in the Company to be designated as "Preferred Equity Units";

2. The number of Preferred Equity Units authorized in this Series is 10,000,000. However, the Manager may authorize and issue an additional 10,000,000 Preferred Equity Units in this Series (i.e., 20,000,000 total) in its sole discretion, without notice.

3. Except as otherwise provided herein, all said Preferred Equity Units in this Class or Series are subject and/or entitled to the following voting powers, designations, preferences, limitations, restrictions and relative rights (collectively, "the Rights and Preferences"):

(a) Voting. No voting rights;

(b) A cumulative, non-compounded rate of 8% per annum on their Company Capital Contribution to be distributed on an annual basis (within 90 days from the end of the Company's fiscal year) from any net profits realized by the Company in connection with its Transcriptome Analysis Program for a term of five (5) years from the date of issuance (the "Term"); and

(c) At the conclusion of the Term, Members of the Company holding Preferred Equity Units shall have the right and option to either:

i. Receive a 100% return of their Capital Contribution to the Company (a "Redemption"); or

ii. Convert their Units into shares of voting Common Units on a 1:1 basis (a "Conversion")(in other words, 1 Preferred Unit converts into 1 Common Unit).

(d) Notwithstanding the foregoing, at their sole option, the Manager of the Company may effect either a Redemption or a Conversion of all of the Company's outstanding Preferred Equity Units in the event the Company enters into any merger agreement or adopts a plan in which it or its successors or assigns either (a) is sold to a third-party purchaser; or (b) is to become listed or quoted on an established securities market or exchange (for example, NASDAQ, NYSE) or becomes readily tradable on a secondary market (or the substantial equivalent thereof) (i.e., a "Public Event").*

(e) Further Agreements: In the event of any exchange of Units, the holder of such exchanged shares shall be bound by any Parent shareholder or other agreement(s) as may then be in effect or as may be a condition to the Public Event.

4. No Impairment. The Company will not, through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any terms to be observed or performed hereunder by the Company, but will at all times in good faith, assist in carrying out the provisions of this Certificate of Determination and in taking all action as may be necessary and appropriate in order to protect the rights of the Members holding Preferred Equity Units against impairment.

5. Record Holders. The Company and any transfer agent may deem and treat Members of record holding

* No market for the Units presently exists and there can be no assurance that a market will ever materialize.

any Preferred Equity Units as the true and lawful owner thereof for all purposes, and neither the Company nor any transfer agent shall be affected by any notice to the contrary.

6. Notice. Any notice or other communication to be given in this Certificate of Determination shall be in writing and shall be deemed to have been duly given or made (a) if delivered personally at the time of delivery; (b) if transmitted by first class registered or certified mail, postage prepaid, return receipt requested, three (3) business days after the date of such mailing; (c) if sent by prepaid overnight delivery service, the next business day after being sent; or (d) if transmitted by e-mail, telegram, or facsimile, at the time of such transmission addressed as follows: if to the Company, at its principal place of business; and if to a Member holding Preferred Equity Units, at the last address of such holder as it shall appear on such Member's Suitability Questionnaire or such other record or schedule maintained by or for the Company.

7. Authorization. The officers, managers, and/or directors of the Company, the Manager and/or its Affiliates and each of them are hereby authorized, empowered, and directed to take all such further actions necessary to execute, deliver, certify and file such further instruments and documents, in the name and on the behalf of the Company under its corporate seal or otherwise, and to take all such actions as such officers, managers, and/or directors or any of them shall approve as necessary or advisable to carry out the intent and accomplish the purposes of this Certificate of Determination.

* * * * *

IN WITNESS WHEREOF, the Company hereby adopts and executes this Certificate of Determination to be effective as of November ____, 2023 (the "Effective Date").

Ayass Research Institute, L.L.C.
a Texas limited liability company

By:_____
Dr. Mohamad A. Ayass, M.D., its CEO and Manager

EXHIBIT B

FORM OF PREFERRED EQUITY UNIT CERTIFICATE

Ayass Research Institute, L.L.C.
8501 Wade Blvd, Suite 750
Frisco, Texas, 75034 USA
Telephone: (806) 584-0402
E-mail: mayass@ayassbioscience.com

This section alone does not constitute an offer by the Company or its Affiliates. An offer may be made only by an authorized representative of the Company and the recipient must receive a complete Memorandum, including all Exhibits.

CERTIFICATE NO.	UNITS
CCU000	0000*

Ayass Research Institute, L.L.C.

(a Texas limited liability company)

THIS CERTIFIES that _____ is the owner of _____ Units of Preferred Equity Membership Interest (the "Units") in the above named limited liability company (the "Company"), in accordance with the Company's Company Agreement, as amended, and the Certificate of Determination that created such Units. Said Units are transferable only on the books of the Company by the holder hereof, in person or by duly authorized Attorney, pursuant to and in accordance with the terms and conditions of the Company's Company Agreement and upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Company's Manager hereby executes this Certificate to be effective as of the _____ day of _____, A.D. 20_____.

_____

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. WITHOUT SUCH REGISTRATION, SUCH SECURITIES MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT UPON DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER OR THE SUBMISSION TO THE COMPANY OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THE COMPANY TO THE EFFECT THAT ANY SUCH TRANSFER SHALL NOT BE IN VIOLATION OF THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS OR ANY RULE OR REGULATION PROMULGATED THEREUNDER.

TRANSFERABILITY OF THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS RESTRICTED BY THE COMPANY'S COMPANY AGREEMENT. THE COMPANY WILL FURNISH TO ANY MEMBER OF RECORD UPON REQUEST, WITHOUT CHARGE, A FULL STATEMENT OF THE RESTRICTION.

For Value Received, the undersigned hereby sells, assigns and transfers unto _____ the following Units of Membership Interest: _____, represented by the within Certificate, and do hereby irrevocably constitute and appoint _____ Attorney to transfer said Membership Interest on the books of the within named Company with full power of substitution in the premises.

DATED this _____ day of _____, 20_____.

In presence of:

_____ _____

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

EXHIBIT C

FINANCIAL STATEMENTS

Ayass Research Institute, L.L.C.
8501 Wade Blvd, Suite 750
Frisco, Texas, 75034 USA
Telephone: (806) 584-0402
E-mail: mayass@ayassbioscience.com

This section alone does not constitute an offer by the Company or its Affiliates.
An offer may be made only by an authorized representative of the Company and the recipient must receive a complete Memorandum, including all Exhibits.

Ayass Research Institute, L.L.C.

Balance Sheet

as of November ____, 2023

ASSETS	
Cash	$0
Equipment	0
Inventory	0
Accounts Receivable	0
TOTAL ASSETS	$0
LIABILITIES	
Accounts Payable (legal fees payable to Affiliates)	$0
Short-term debt	0
Long-term debt (payable to Affiliates)	0
TOTAL LIABILITIES	$0
Members' Equity	$0
Total Liabilities and Members' Equity	$0

EXHIBIT D

SUBSCRIPTION INFORMATION & INSTRUCTIONS

Ayass Research Institute, L.L.C.
8501 Wade Blvd, Suite 750
Frisco, Texas, 75034 USA
Telephone: (806) 584-0402
E-mail: mayass@ayassbioscience.com

This section alone does not constitute an offer by the Company or its Affiliates.
An offer may be made only by an authorized representative of the Company and the recipient must receive a complete Memorandum, including all Exhibits.

HOW TO SUBSCRIBE

To subscribe, you must:

1. Read the Memorandum in its entirety;

2. Complete, date and sign the following documents and deliver to the Company:
   (a) Suitability Questionnaire;
   (b) Subscription Agreement; and
   (c) One or more of the following forms of evidence verifying that you are an "Accredited Investor" (see "Who May Invest" section of this Memorandum):

   If you are a natural person claiming status as an Accredited Investor based upon your net worth:

   ☐ 1. A copy of your most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing your assets; and
   ☐ 2. A copy of your most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing your liabilities.

   OR

   If you are a natural person claiming status as an Accredited Investor based upon your income:

   ☐ 1. A copy of your U.S. federal tax returns for the past two (2) most recent years; and
   ☐ 2. A written representation from you that you reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.

   OR

   A written confirmation from one of the following independent third parties (i.e., who do not work for the Company or its Affiliates) that they have taken reasonable steps to verify your status as an Accredited Investor pursuant to Regulation D:

   ☐ FINRA registered broker-dealer or investment advisor;
   ☐ Attorney in good standing;
   ☐ Certified public accountant (CPA) in good standing; or
   ☐ Such other third-party professional deemed reasonable by the Company.

   OR

   Such other independent documentation or evidence deemed reasonable by the Company to verify your status as an Accredited Investor pursuant to Regulation D or a non-U.S. Person pursuant to Regulation S.

3. Deliver the above documents together with a check payable to "Ayass Research Institute, L.L.C." to the following address:

   Ayass Research Institute, L.L.C.
   8501 Wade Blvd, Suite 750
   Frisco, Texas, 75034 USA
   Telephone: (806) 584-0402
   E-mail: mayass@ayassbioscience.com

PLEASE CONTACT US FOR BANK WIRE COORDINATES

SUITABILITY QUESTIONNAIRE

IMPORTANT NOTICE TO ALL SUBSCRIBERS: The securities of Ayass Research Institute, L.L.C., a Texas limited liability company ("we", "our", "us", or the "Company"), will not be registered under the U.S. Securities Act of 1933, as amended, nor under the laws of any state or foreign jurisdiction. Accordingly, in order to ensure that the offer and sale of our securities are exempt from registration and in order to determine your suitability for this investment, we must be reasonably satisfied that you, or your representative(s), if used, have such knowledge and experience in investing and/or financial and business matters that you are (or together with your representative(s) are) capable of evaluating the merits and risks of investing in the Company. Also, we need adequate assurance that you are able to bear the economic risk of participating and that you meet the financial requirements to be one of our investors. This confidential Suitability Questionnaire is designed to provide us with the information necessary to make a determination of whether you satisfy these suitability requirements. The information supplied in this confidential Suitability Questionnaire will be disclosed to no one without your consent other than to (i) the Company's employees, officers, managers, agents, accountants and counsel, (ii) securities authorities or other regulatory organizations, if deemed necessary to use such information to support an exemption from registration under the U.S. Securities Act of 1933 and state law or the applicable law of other non-U.S. jurisdictions, or (iii) other Members only to the extent it is necessary to vote or conduct Company business. BECAUSE WE WILL RELY ON YOUR ANSWERS IN ORDER TO COMPLY WITH SECURITIES LAWS, IT IS IMPORTANT FOR YOU TO CAREFULLY ANSWER EACH OF THE FOLLOWING QUESTIONS.

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION BELOW:

1. Subscriber Information:

Full legal name(s) of Subscriber(s):_____

Address: _____

City: _____ State / Province: _____ Zip or Postal Code: _____

Current Country of Citizenship: _____

E-mail (mandatory)*: _____

*(NOTICE: By providing this e-mail address, you authorize us to transmit notices, reports, updates and otherwise communicate with you exclusively using this e-mail address instead of sending paper copies to your physical or mailing address. If this e-mail address does not function or if it changes, you must provide us with an alternate e-mail address. We are not responsible for returned, bounced or otherwise undelivered communications.)

Telephone: _____ Mobile / Cell Phone: _____

Individual Taxpayer Identification Number (ITIN) or Social Security Number (SSN): _____

Please check this box: ☐ if you either are or have been a party to any present or past litigation or similar proceedings involving securities or financial matters. If not, then leave blank. If checked, please attach a brief written description of such proceeding(s) to this Questionnaire.

_____
Subscriber's Initials

[PLEASE INITIAL ABOVE]

SUBSCRIBER SUITABILITY: (If applicable to you, please initial and check applicable boxes as appropriate on the following pages and attach the described evidence in support):

FOR INDIVIDUAL INVESTORS
(please select either Option 1 or Option 2, below):

OPTION 1 – IF QUALIFYING BASED UPON NET WORTH:

(INITIAL HERE): _____ I am a natural person whose individual net worth (not including the value of my primary residence), or joint net worth with my spouse, presently exceeds USD $1,000,000. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (please attach the following and check the items in either paragraphs A or B, below, as may be applicable):

A: ☐ Copy of my most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing my assets, AND
☐ Copy of my most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing my liabilities.

OR

B: ☐ Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:

☐ FINRA registered broker-dealer or investment advisor;
☐ Attorney in good standing;
☐ Certified public accountant (CPA) in good standing; or
☐ Other: _____

OPTION 2 – IF QUALIFYING BASED UPON INCOME:

(INITIAL HERE): _____ I am a natural person who had an individual income in excess of USD $200,000 in each of the two most recent years or joint income with my spouse in excess of USD $300,000 in each of those years and I reasonably expect reaching the same income level in the current year. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (please attach the following and check the items in either paragraphs A or B, below, as may be applicable):

A: ☐ Copy of my U.S. federal tax returns for the past two (2) most recent years, AND
☐ Written representation from me that I reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.

OR

B: ☐ Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:

☐ FINRA registered broker-dealer or investment advisor;
☐ Attorney in good standing;
☐ Certified public accountant (CPA) in good standing; or
☐ Other: _____

FOR CORPORATIONS, PARTNERSHIPS, LIMITED LIABILITY COMPANIES, OR OTHER BUSINESS ENTITIES
(please select either Option 1 or Option 2, below):

OPTION 1 – IF THE ENTITY WAS FORMED FOR THE PURPOSES OF INVESTING AND/OR HAS ASSETS OF LESS THAN USD $5,000,000:

(INITIAL HERE): _____ I am a corporation, partnership, limited liability company, or other entity in which all of the equity owners are "Accredited Investors" (meeting at least one of the suitability requirements for individual Subscribers). As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (please attach the following and check the items in either paragraphs A, B, or C, below, as may be applicable):

☐ Copies of the entity's organizational documents including the list of owners.

AND EITHER:

A: (if qualifying based upon owners' net worth)	☐ Copies of each of the owners' most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing their assets, AND ☐ Copies of each of the owners' most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing their liabilities.

OR

B: (if qualifying based upon owners' income)	☐ Copies of each of the owners' U.S. federal tax returns for the past two (2) most recent years, AND ☐ A written representation from each owner that they reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.

OR

C: ☐ Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:

- ☐ FINRA registered broker-dealer or investment advisor;
- ☐ Attorney in good standing;
- ☐ Certified public accountant (CPA) in good standing; or
- ☐ Other: _____

(SEE NEXT PAGE FOR OPTION 2):

FOR CORPORATIONS, PARTNERSHIPS, LIMITED LIABILITY COMPANIES, OR OTHER BUSINESS ENTITIES (CONTINUED)

OPTION 2 – IF THE ENTITY WAS NOT FORMED FOR THE PURPOSES OF INVESTING AND HAS ASSETS OF USD $5,000,000 OR MORE:

(INTIAL HERE): _____ I am a corporation, partnership, limited liability company, or a "Massachusetts" or similar business trust with total assets in excess of USD $5,000,000 and was not formed for the specific purpose of investing, the executive officer, manager or trustee of which has such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the Company. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (please attach the following and check the items in either paragraphs A or B, below, as may be applicable):

☐ Copy of the entity's organizational documents.

AND

☐ Biographical information of the executive officer, manager or trustee.

AND EITHER:

A: ☐ Audited financial statements.

OR

B: ☐ Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:

☐ FINRA registered broker-dealer or investment advisor;
☐ Attorney in good standing;
☐ Certified public accountant (CPA) in good standing; or
☐ Other: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FOR LIVING TRUSTS, FAMILY TRUSTS, REVOCABLE TRUSTS, ETC.

(INITIAL HERE): _____ I am a revocable or family trust the settlor(s) or grantor(s) of which (i) may revoke the trust at any time and regain title to the trust assets; and (ii) meet(s) at least one of the suitability requirements for individual Subscribers, above. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (please attach the following and check the items in either paragraphs A, B, or C, below, as may be applicable):

☐ Copy of the trust agreement.

AND EITHER:

A: (if qualifying based upon owners' net worth)
☐ Copies of each settlor's or grantor's most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing their assets, AND
☐ Copies of each settlor's or grantor's most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing their liabilities.

OR

B: (if qualifying based upon owners' income)
☐ Copies of each settlor's or grantor's U.S. federal tax returns for the past two (2) most recent years, AND
☐ A written representation from each settlor or grantor that they reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.

OR

C: ☐ Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:

☐ FINRA registered broker-dealer or investment advisor;
☐ Attorney in good standing;
☐ Certified public accountant (CPA) in good standing; or
☐ Other: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FOR INDIVIDUAL RETIREMENT ACCOUNTS
(to be initialed by the Subscriber, not the IRA custodian)

(INITIAL HERE): _____ I am an individual retirement account administered in accordance with the U.S. Tax Code the participant of which meets at least one of the suitability requirements for individual Subscribers, above. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (please attach the following and check the items in either paragraphs A, B, or C, below, as may be applicable):

☐ Copy of most recent (within the past 3 months) IRA account statement, including the name, contact information, etc., of the IRA custodian.

AND EITHER:

A: (if qualifying based upon Subscriber's net worth)

☐ Copies of the Subscriber's most recent (within the past 3 months) bank statements, brokerage statements, tax assessments, or other independent documentation showing their assets, AND

☐ Copies of the Subscriber's most recent (within the past 3 months) credit report from one of the national consumer reporting agencies showing their liabilities.

OR

B: (if qualifying based upon Subscriber's income)

☐ Copies of the Subscriber's U.S. federal tax returns for the past two (2) most recent years, AND

☐ A written representation from the Subscriber that they reasonably expect to reach at least the same level of income in the current year as the past two (2) most recent years.

OR

C: ☐ Written confirmation from the following independent third party that they have taken reasonable steps to verify my status as an Accredited Investor:

- ☐ FINRA registered broker-dealer or investment advisor;
- ☐ Attorney in good standing;
- ☐ Certified public accountant (CPA) in good standing; or
- ☐ Other: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FOR AFFILIATES OF THE COMPANY

(INITIAL HERE): _____ I am a beneficial owner, control person, executive officer, or manager of the Company or its affiliates. As evidence of this assertion, I am attaching the following supporting documentation upon which you may reasonably rely (please attach the following and check the items in either paragraphs A or B, below, as may be applicable):

A: ☐ Copy of my employment or management agreement with the Company.

OR

B: ☐ Copy of resolutions or minutes appointing me to my position with the Company.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SUBSCRIBER REPRESENTATION: In order to further induce the Company to accept this subscription, I represent and warrant the following to be true:

Am I a "U.S. Person"? ☐ YES ☐ NO

Am I purchasing Securities for or on behalf of a "U.S. Person": ☐ YES ☐ NO

If I checked "Yes" to any of the questions above, I QUALIFY AS AN "ACCREDITED INVESTOR" UNDER RULE 501(a) OF THE ACT AND I AM NOT DEPENDENT UPON THE FUNDS I AM INVESTING. In any event, I further represent that I satisfy any other minimum income and/or net worth standards imposed by the jurisdiction in which I reside, if different from any standards set forth by the Company. If I am acting in a representative capacity for a corporation, partnership, LLC, trust or other entity, or as agent for any person or entity, I hereby represent and warrant that I have full authority to subscribe for the Company's Shares in such capacity. If I am subscribing for the Company's securities in a fiduciary capacity, the representations and warranties herein shall be deemed to have been made on behalf of the person or persons for whom I am subscribing.

Under penalty of law, I certify that (1) the number provided herein is my correct U.S. Taxpayer Identification Number or Social Security Number; and (2) I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. In addition, I represent and warrant that the funds I am using to subscribe in the Offering were not and are not directly or indirectly derived from any activities that contravene U.S. federal, state or international laws and regulations, including anti-money laundering laws and regulations.

By subscribing in the Offering I represent and warrant that none of: (1) myself; (2) any person controlling or controlled by me; (3) if I am a privately-held entity, any person having a beneficial interest in me; or (4) any person for whom I am acting as agent or nominee in connection with this subscription is a country, territory, entity or individual named on a list maintained by the Office of Foreign Asset Control (OFAC) of the U.S. Department of Treasury, or a person or entity prohibited under OFAC Programs as described in the Memorandum. By subscribing in the Offering, I agree to promptly notify the Company should I become aware of any change in the information set forth in any of my representations as made herein or otherwise. I understand that the Company may be obligated by law to "freeze the account" of any Subscriber, including my own, either by prohibiting additional subscriptions to it, declining any redemption requests from it and/or segregating the assets in the account in compliance with governmental regulations, and that the Company may also be required to report such action and to disclose my identity to the OFAC. Also, by subscribing in the Offering I represent and warrant that none of: (1) myself; (2) any person controlling or controlled by me; (3) if I am a privately-held entity, any person having a beneficial interest in me; or (4) any person for whom I am acting as agent or nominee in connection with my subscription is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure (as those terms are defined by law or regulations) of a country, territory, entity or individual named on an OFAC list, or a person or entity prohibited under the OFAC Programs.

_____
Subscriber's Initials

[PLEASE INITIAL ABOVE]

Also, if I am affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if I receive deposits from, make payments on behalf of, or handle other financial transactions related to a Foreign Bank, I represent and warrant to the Company that: (1) the Foreign Bank has a fixed address, and not solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct its banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.

BY EXECUTING BELOW, I REPRESENT AND WARRANT THAT THE INFORMATION CONTAINED IN THIS QUESTIONNAIRE IS TRUE, ACCURATE AND COMPLETE.

X_____	X_____
Authorized Signature	Second Authorized Signature (if applicable)
_____	_____
Print Name	Print Name
_____	_____
Date	Date
_____	_____
Title (if applicable)	Title (if applicable)
_____	_____
Name of Entity (if applicable)	Name of Entity (if applicable)

[ATTACH SUBSCRIPTION AGREEMENT HERE]

SUBSCRIPTION AGREEMENT

TO: Ayass Research Institute, L.L.C.
8501 Wade Blvd, Suite 750
Frisco, Texas, 75034 USA
Telephone: (806) 584-0402
E-mail: mayass@ayassbioscience.com

FROM: _____
Full legal name(s) of Subscriber(s)

Ladies and Gentlemen:

The undersigned ("I", "me", "my", "mine", "Investor" or "Subscriber") hereby subscribes for the following securities in the following amounts:

☐ Units of Preferred Equity Membership Interest: USD $_____

. . . in accordance with the terms of the Ayass Research Institute, L.L.C. (the "Company") Offering Memorandum dated November ____, 2023, as may be amended and supplemented from time to time (the "Memorandum"), which Memorandum is incorporated into this Subscription Agreement by reference as if fully set forth.

I understand this Offering is being made only to (1) "accredited" investors pursuant to Section 4(a)(5) and/or Rule 506(c) of Regulation D promulgated under the U.S. Securities Act of 1933, as amended (the "Act"), and/or other applicable U.S. federal and state law exemptions from registration; and/or (2) "non-U.S. persons," as defined in Regulation S of the Act (the "Offering").

To induce your acceptance of my subscription for the Company's above-referenced securities, I hereby make the following representations:

I am an "accredited investor" as defined by Rule 501(a) of the Act and/or I have sufficient knowledge and experience in business and financial matters (or am represented by such persons) that I am capable of evaluating the merits and risks of investing in the Company's securities as evidenced by my representations on my attached Suitability Questionnaire which is incorporated herein by reference.

_____
Subscriber's Initials

[PLEASE INITIAL ABOVE]

If I am not a U.S. Person, I hereby warrant that: (i) I am not a U.S. Person as that term is defined in Regulation S promulgated pursuant to the Act; and (ii) I am purchasing the Securities for my own account and not for the account or benefit of a U.S. person. In such case I hereby agree that if I sell the Securities I will do so only in accordance with the provisions of Regulation S (Rule 901 through Rule 905, and Preliminary Notes), pursuant to registration under the Act, or pursuant to an available exemption from registration; and I agree to not engage in hedging transactions with regard to the Securities unless in compliance with the Act. With regard to the foregoing representation, I hereby declare all of these representations under penalty of perjury.

Likewise, if I am not a "U.S. Person" (as defined in the Memorandum) I hereby represent and warrant (i) that I am not a "U.S. Person" (as defined in the Memorandum); (ii) the Company's Securities are not being purchased for the account or the benefit of a U.S. Person; (iii) at the time the buy order for the Company's Securities is originated, I will be outside the United States in accordance with Regulation S promulgated under the U.S. Securities Act; (iv) I will not enter into any discussions regarding the acquisition of the Securities while in the United States and I am not acquiring the Securities while in the United States; (v) I am acquiring the Securities without (a) any directed selling efforts made in the United States by the Company, its management, a distributor and/or its officers, directors, managers, any of their respective affiliates, or any persons acting on behalf of any of the foregoing, and (b) any advertisement or publication by the Company; (c) any resale of the Securities must be made in accordance with Regulation S, as promulgated under the U.S. Securities Act; and (d) I am an "accredited investor" as that term is defined in Rule 501(a) of Regulation D, promulgated under the U.S. Securities Act (as described in the Offering Memorandum).

I HEREBY REPRESENT AND WARRANT THAT I EITHER READ AND UNDERSTAND THE ENGLISH LANGUAGE OR HAVE HAD THE COMPANY'S COMPANY AGREEMENT, THE MEMORANDUM, AND ANY OTHER DOCUMENTS RELATED THERETO TRANSLATED BY A TRUSTED ADVISOR INTO A LANGUAGE THAT I UNDERSTAND; PROVIDED, HOWEVER, I UNDERSTAND THAT ONLY THE COMPANY'S COMPANY AGREEMENT AND THE MEMORANDUM IN ENGLISH SHALL HAVE ANY LEGAL FORCE AND EFFECT, AND ANY DOCUMENT TRANSLATED BY ANY PERSON OR ENTITY SHALL HAVE NO FORCE OR EFFECT AND SHALL NOT BIND THE COMPANY, ITS MANAGEMENT AND ANY OF THEIR RESPECTIVE AFFILIATES. I UNDERSTAND THAT ANY DOCUMENTS, TRANSLATION OF DOCUMENTS, ADVERTISEMENTS BY THE COMPANY OR ITS AFFILIATES ARE FOR GENERAL KNOWLEDGE AND ARE NOT BEING RELIED UPON BY ME AS A LEGAL OR BINDING TRANSLATION OF COMPANY MATERIALS OR THAT OF ITS AFFILIATES. I ACKNOWLEDGE THAT I AM SOLELY RESPONSIBLE FOR UNDERSTANDING THIS DOCUMENT IN THE ENGLISH LANGUAGE.

I have received the Memorandum and have had ample time and opportunity to review any documents and information incorporated by reference therein as well as the opportunity to ask questions of, and receive answers from, the Company, its authorized representatives, and Management.

I am aware of the high degree of risk of investing in the Company both generally and as more particularly described in the "Risk Factors" portion of the Memorandum. I understand that I may lose my entire investment.

_____

Subscriber's Initials

[PLEASE INITIAL ABOVE]

I understand that I may not have the opportunity to independently evaluate investments and/or enterprises selected by the Company for acquisition or investment.

I am financially capable of bearing the possible loss of my entire investment and do not have a foreseeable need for the funds I am using. I (or my representatives) have such knowledge and experience regarding investing and/or financial and business matters sufficient to evaluate the merits and risks of this investment.

I understand that the Company's securities have not been registered under the Act or any applicable securities laws of applicable jurisdictions, and that no market exists for the Company's securities. I understand that, if my subscription for the Company's securities is accepted by the Company and the Company's securities are sold to me, I cannot sell or otherwise dispose of the Company's securities unless they are registered or exempt under the Act and applicable securities laws of applicable jurisdictions. Consequently, I understand that I must bear the economic risk of the investment for at least twelve (12) months pursuant to Rule 144 of the Act or possibly for an indefinite period of time.

I understand that the Company has no obligation to register the Company's securities and there is no assurance that the Company's securities will be registered. I understand that the Company will restrict the transfer of Company's securities in accordance with the foregoing representations. I understand that these securities are being bought through a non-registered, exempt offering.

All the information I have provided to the Company, either in questionnaires or otherwise, is truthful and complete to the best of my knowledge and should any of the information materially change I will immediately provide the Company with updated information. I also hereby consent to exclusively receive information or other communications from the Company at my e-mail address as set forth in my Suitability Questionnaire and to promptly notify the Company if it changes.

If my subscription is accepted, I understand that Company's Securities will be issued to me and the Company will be able to immediately utilize my funds as described in the Memorandum. I understand that since my funds will not be escrowed and since there is no minimum escrow threshold requirement, if I am one of the initial investors in the Company that I will bear a disproportionate share of the risks described in the "Risk Factors" section of the Memorandum which Memorandum is incorporated herein by reference.

If I become a Holder of one or more of the Company's Units I understand that Such instruments may be subject to either Redemption or Conversion as defined in the Memorandum.

I understand that this Subscription Agreement shall become binding upon the Company only when or if accepted, in writing, by the Company. If my subscription is rejected, I understand that the funds I have submitted will be returned to me without interest or deduction. I also understand that the Company may reject my subscription for any or no reason or may compulsorily redeem Company's securities at any time for any reason.

_____

Subscriber's Initials

[PLEASE INITIAL ABOVE]

I am the only party in interest with respect to this Subscription Agreement and am acquiring the Company's securities for investment for my own account for long-term investment only, and not with the intent to resell, fractionalize, divide or redistribute all or any part of the Company's securities to any other person. If an individual, I am at least 21 years of age.

I further understand that the Company or its CEO and Manager or Affiliates may enter into one or more transactions that may be deemed a merger, sale of the Company or a "Public Event" (as defined in the Memorandum, which is incorporated herein by reference). In order to facilitate the occurrence of a Public Event, I hereby irrevocably constitute and appoint, with full power of substitution, the Company's Manager and/or its duly commissioned officers, managers, or Affiliates as my agents, with full power and authority in my name, place and stead to make, execute, swear to, acknowledge, deliver, file and record all certificates, instruments, documents and other papers and amendments thereto which may from time to time be required under any applicable laws or rules which the Company deems appropriate or necessary, to enable the Company or its CEO and Manager or Affiliates (or any of their successors or assigns) to become listed or quoted on an established securities market or exchange (for example, NASDAQ, NYSE) or become readily tradable on a secondary market (or the substantial equivalent thereof). The agency granted hereby shall be deemed to be a power coupled with an interest, shall survive my death or legal incapacity, and shall survive the delivery of an assignment by me of all or any portion of my interest in the Company's securities.

(signature page follows)

_____

Subscriber's Initials

[PLEASE INITIAL ABOVE]

By signing below, I shall be deemed to have executed this Subscription Agreement and accept all the terms and risks as set forth in the Memorandum, which is incorporated by reference as if fully set forth herein, and to have subscribed to and affirmed the veracity of the foregoing statements.

X_____	X_____
Authorized Signature	Second Authorized Signature (if applicable)
_____	_____
Print Name	Print Name
_____	_____
Date	Date
_____	_____
Title (if applicable)	Title (if applicable)
_____	_____
Name of Entity (if applicable)	Name of Entity (if applicable)

(please do not type or write below this line)

SUBSCRIPTION ACCEPTANCE:

Ayass Research Institute, L.L.C.
a Texas limited liability company

By: _____ Acceptance Date: _____
Dr. Mohamad A. Ayass, M.D., its CEO and Manager