



Houston Health Ventures

Acceleration. Investments. Solutions.

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Houston Health Ventures, LLC

\$500,000

500,000 shares of Class A Membership Interests (“Shares”)

\$1.00 per share

Minimum Offering Amount: 100,000 Class A Shares

25,000 shares (\$25,000.00) Minimum Subscription

Houston Health Ventures, LLC (the “Company” or “HHV”), a Texas limited liability company, is offering a minimum of 100,000 and a maximum of 500,000 Class A Shares for \$1.00 per share.

THESE ARE SPECULATIVE SECURITIES THAT INVOLVE A HIGH DEGREE OF RISK. ONLY THOSE INVESTORS WHO CAN BEAR THE LOSS OF THEIR ENTIRE INVESTMENT SHOULD INVEST IN THESE SHARES.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR UNDER THE SECURITIES LAWS OF ANY OTHER STATE OR JURISDICTION IN RELIANCE UPON THE EXEMPTIONS FROM REGISTRATION PROVIDED BY THE ACT AND REGULATION D PROMULGATED THEREUNDER, AND THE COMPARABLE EXEMPTIONS FROM REGISTRATION PROVIDED BY OTHER APPLICABLE SECURITIES LAWS.

The Date of this Memorandum is January 1, 2014

HHV reserves the right to waive the 25,000 Share minimum subscription for any investor. The Offering is not underwritten. The Shares are offered on a “best efforts” basis by HHV through its officers and directors. HHV has set a minimum offering amount of 100,000 Shares for this Offering. Upon the sale of \$100,000 of Shares, all proceeds will be delivered directly to HHV’s corporate account and be available for use by HHV at its discretion.

The Offering will terminate on the earliest of: (a) the date HHV, in its discretion, elects to terminate, or (b) the date upon which all Shares have been sold, or (c) May 1, 2014, or such date as may be extended from time to time by HHV, but not later than 180 days after May 1, 2014 (the “Offering Period”).

THIS OFFERING IS NOT UNDERWRITTEN. THE OFFERING PRICE HAS BEEN ARBITRARILY SET BY THE MANAGEMENT OF HHV. THERE CAN BE NO ASSURANCE THAT ANY OF THE SECURITIES WILL BE SOLD.

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES AGENCY, NOR HAS ANY SUCH REGULATORY BODY REVIEWED THIS OFFERING MEMORANDUM FOR ACCURACY OR COMPLETENESS. BECAUSE THESE SECURITIES HAVE NOT BEEN SO REGISTERED, THERE MAY BE RESTRICTIONS ON THEIR TRANSFERABILITY OR RESALE BY AN INVESTOR. EACH PROSPECTIVE INVESTOR SHOULD PROCEED ON THE ASSUMPTION THAT HE MUST BEAR THE ECONOMIC RISKS OF THE INVESTMENT FOR AN INDEFINITE PERIOD, SINCE THE SECURITIES MAY NOT BE SOLD UNLESS, AMONG OTHER THINGS, THEY ARE SUBSEQUENTLY REGISTERED UNDER THE APPLICABLE SECURITIES ACTS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. THERE IS NO TRADING MARKET FOR HHV’S SHARES OF MEMBERSHIP INTERESTS AND THERE CAN BE NO ASSURANCE THAT ANY MARKET WILL DEVELOP IN THE FUTURE OR THAT THE SHARES WILL BE ACCEPTED FOR INCLUSION ON NASDAQ OR ANY OTHER TRADING EXCHANGE AT ANY TIME IN THE FUTURE. HHV IS NOT OBLIGATED TO REGISTER FOR SALE UNDER EITHER FEDERAL OR STATE SECURITIES LAWS THE SHARES PURCHASED PURSUANT HERETO, AND THE ISSUANCE OF THE SHARES IS BEING UNDERTAKEN PURSUANT TO REGULATION D UNDER THE SECURITIES ACT. ACCORDINGLY, THE SALE, TRANSFER, OR OTHER DISPOSITION OF ANY OF THE SHARES WHICH ARE PURCHASED PURSUANT HERETO MAY BE RESTRICTED BY APPLICABLE FEDERAL OR STATE SECURITIES LAWS (DEPENDING ON THE RESIDENCY OF THE INVESTOR) AND BY THE PROVISIONS OF THE SUBSCRIPTION AGREEMENT REFERRED TO HEREIN. THE OFFERING PRICE OF THE SECURITIES TO WHICH THE CONFIDENTIAL TERM SHEET RELATES HAS BEEN ARBITRARILY ESTABLISHED BY HHV AND DOES NOT NECESSARILY BEAR ANY SPECIFIC RELATION TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF HHV OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

No person is authorized to give any information or make any representation not contained in the Memorandum and any information or representation not contained herein must not be relied upon. Nothing in this Memorandum should be construed as legal or tax advice.

All of the information provided herein has been provided by the Management of HHV. HHV makes no express or implied representation or warranty as to the completeness of this information or, in the case of projections, estimates, future plans, or forward looking assumptions or statements, as to their attainability or the accuracy and completeness of the assumptions from which they are derived, and it is expected that each prospective investor will pursue his, her, or its own independent investigation. It must be recognized

that estimates of HHV's performance are necessarily subject to a high degree of uncertainty and may vary materially from actual results.

No general solicitation or advertising in whatever form will or may be employed in the offering of the securities, except for this Memorandum (including any amendments and supplements hereto), the exhibits hereto and documents summarized herein, or as provided for under Regulation D of the Securities Act of 1933. Other than HHV's management, no one has been authorized to give any information or to make any representation with respect to HHV or the Shares that is not contained in this Memorandum. Prospective investors should not rely on any information not contained in this Memorandum.

This Memorandum does not constitute an offer to sell or a solicitation of an offer to buy to anyone in any jurisdiction in which such offer or solicitation would be unlawful or is not authorized or in which the person making such offer or solicitation is not qualified to do so. This Memorandum does not constitute an offer if the prospective investor is not qualified under applicable securities laws.

This offering is made subject to withdrawal or modification by HHV without notice and solely at HHV's discretion. HHV reserves the right to reject any subscription or to allot to any prospective investor less than the number of shares subscribed for by such prospective investor.

This Memorandum has been prepared solely for the information of the person to whom it has been delivered by or on behalf of HHV. Distribution of this Memorandum to any person other than the prospective investor to whom this Memorandum is delivered by HHV and those persons retained to advise them with respect thereto is unauthorized. Any reproduction of this Memorandum, in whole or in part, or the divulgence of any of the contents without the prior written consent of HHV is strictly prohibited. Each prospective investor, by accepting delivery of this Memorandum, agrees to return it and all other documents received by them to HHV if the prospective investor's subscription is not accepted or if the Offering is terminated.

By acceptance of this Memorandum, prospective investors recognize and accept the need to conduct their own thorough investigation and due diligence before considering a purchase of the Shares. The contents of this Memorandum should not be considered to be investment, tax, or legal advice and each prospective investor should consult with their own counsel and advisors as to all matters concerning an investment in this Offering.

NOTICE TO TEXAS RESIDENTS: THE SECURITIES OFFERED HEREUNDER HAVE NOT BEEN REGISTERED UNDER APPLICABLE TEXAS SECURITIES LAWS AND, THEREFORE, ANY PURCHASER THEREOF MUST BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SECURITIES CANNOT BE RESOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER SUCH SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. FURTHER, PURSUANT TO §109.13 UNDER THE TEXAS SECURITIES ACT, HHV IS REQUIRED TO APPRISE PROSPECTIVE INVESTORS OF THE FOLLOWING: A LEGEND SHALL BE PLACED, UPON ISSUANCE, ON CERTIFICATES REPRESENTING SECURITIES PURCHASED HEREUNDER, AND ANY PURCHASER HEREUNDER SHALL BE REQUIRED TO SIGN A WRITTEN AGREEMENT THAT HE WILL NOT SELL THE SUBJECT SECURITIES WITHOUT REGISTRATION UNDER APPLICABLE SECURITIES LAWS, OR EXEMPTIONS THEREFROM.

FOR CALIFORNIA RESIDENTS ONLY: THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS OFFERING HAS NOT BEEN QUALIFIED WITH COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION

THEREFORE PRIOR TO SUCH QUALIFICATIONS IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPTED FROM QUALIFICATION BY SECTION 25100, 25102, OR 25104 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS OFFERING ARE EXPRESSLY CONDITION UPON SUCH QUALIFICATIONS BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

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

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

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- Exhibit A - Subscription Agreement
- Exhibit B - Houston Health Ventures, LLC Articles of Incorporation
- Exhibit C - Investor Suitability Questionnaire
- Exhibit D - Additional Managers' Commitment

The Offering

The following material in this Private Placement Memorandum (the “Memorandum”) describes the nature of the investment in this offering. Each prospective subscriber should carefully review the entire Memorandum and all materials referred to herein and conduct his or her own due diligence before subscribing for Class A Shares.

The Offering

HHV is offering a minimum of 100,000 Class A Shares and a maximum of 500,000 Class A Shares at a price of \$1.00 per Class A Share. Upon completion of the Offering, between 100,000 and 500,000 Class A Shares will be outstanding. Each purchaser must execute a Subscription Agreement making certain representations and warranties to HHV, including such purchaser’s qualifications as an Accredited Investor as defined by the Securities and Exchange Commission in Rule 501(a) of Regulation D promulgated. See “REQUIREMENTS FOR PURCHASERS” section.

The Company

HOUSTON HEALTH VENTURES, LLC (“HHV”) was formed in December 2013, as a Texas limited liability company. HHV is in the business of investing in startup companies primarily in the healthcare technology space. HHV’s website is www.HoustonHealthVentures.com. The initial Managing Directors of HHV are David Franklin and Huan Le.

At the date of this offering, one-hundred thousand (100,000) Class A Shares were issued and outstanding to the following shareholders:

<u>Shareholder</u>	<u>Class A Shares</u>	<u>Investment</u>
David Franklin	25,000	\$25,000
Huan Le	25,000	\$25,000
James Tao	25,000	\$25,000
<u>Presidio Venture Capital, LLC</u>	<u>25,000</u>	<u>\$25,000</u>
TOTAL	100,000	\$100,000

In addition, HHV has issued Class B Shares to the following shareholders. Additional Class B shares may be issued to individuals and entity the managers determine are helpful to HHV.

<u>Shareholder</u>	<u>Class B Shares</u>
David Franklin	400
Huan Le	300
<u>James Tao</u>	<u>100</u>
TOTAL	800

Potential Benefits for Investors Outside the HHV Investment and with Sidecar

Being involved with HHV provides the investor with a variety of opportunities to participate in and discover new entrepreneurs and enterprises. HHV will encourage its investors to become mentors in HHV’s investment enterprises and will encourage the enterprises to fairly compensate those mentors (eg. equity). HHV plans to create the NextHIT accelerator program that will help new startups obtain tools and knowledge that can help them improve their chances to succeed. These efforts are

meant to create an ecosystem for investors to further involve themselves in Houston's startup community and engage with the HHV invested enterprises.

Additionally, if the investor wants to take a larger position in a certain enterprise where HHV has already invested, the investor may do so through HHV's sidecar fund, Houston Health Ventures II (described in the section "HHV II Sidecar Fund").

Operation of HHV: Investment in Enterprises

HHV intends to use approximately ninety percent (90%) of the money raised to invest in startup enterprises. Such investments may take the form of equity or convertible notes. HHV intends to invest approximately \$25,000 to \$50,000 per company with follow-on investments in the most successful enterprises. As such enterprises succeed, HHV intends to make money on its investment through equity events experienced by such enterprises. At this time, HHV expects that it will have invested most of its capital into startup enterprises by the end of 2016.

As of the date of this Offering, HHV has already invested \$25,000 in one enterprise, a medical device company. The company, called Adient Medical (adientmedical.com), is developing an absorbable vascular filter to catch and prevent the migration of clots that can form in the lower extremities after various ankle, knee, and hip surgeries. Today, doctors have to place in metal filters which have to be surgically removed. Thus, the absorbable filter provides a huge advantage and could some day become status quo with all types of surgeries.

HHV intends to use approximately ten percent (10%) of all money raised in this offering to pay for operational expenses incurred by HHV. Such expenses include, but are not limited to, website development, startup curriculum development, NextHIT operational fees, marketing, interns, and other expenses.

Waterfall Returns on Investment

After HHV has made investments in startup enterprises and has exhausted the capital raised in this Offering, as money is returned to HHV from the startup enterprises, the money will be distributed as follows, and as more fully described in the Operating Agreement of HHV.

First, HHV will distribute any returns pro rata to the Class A shareholders until each shareholder has recouped its capital contribution to HHV ("Capital Return"). After the Capital Return, HHV will distribute 80% of money returned in excess of the Capital Return to the Class A shareholders, pro rata, in accordance with their capital contribution. The remaining 20% of the money in excess of the Capital Return shall be paid to the Class B shareholders.

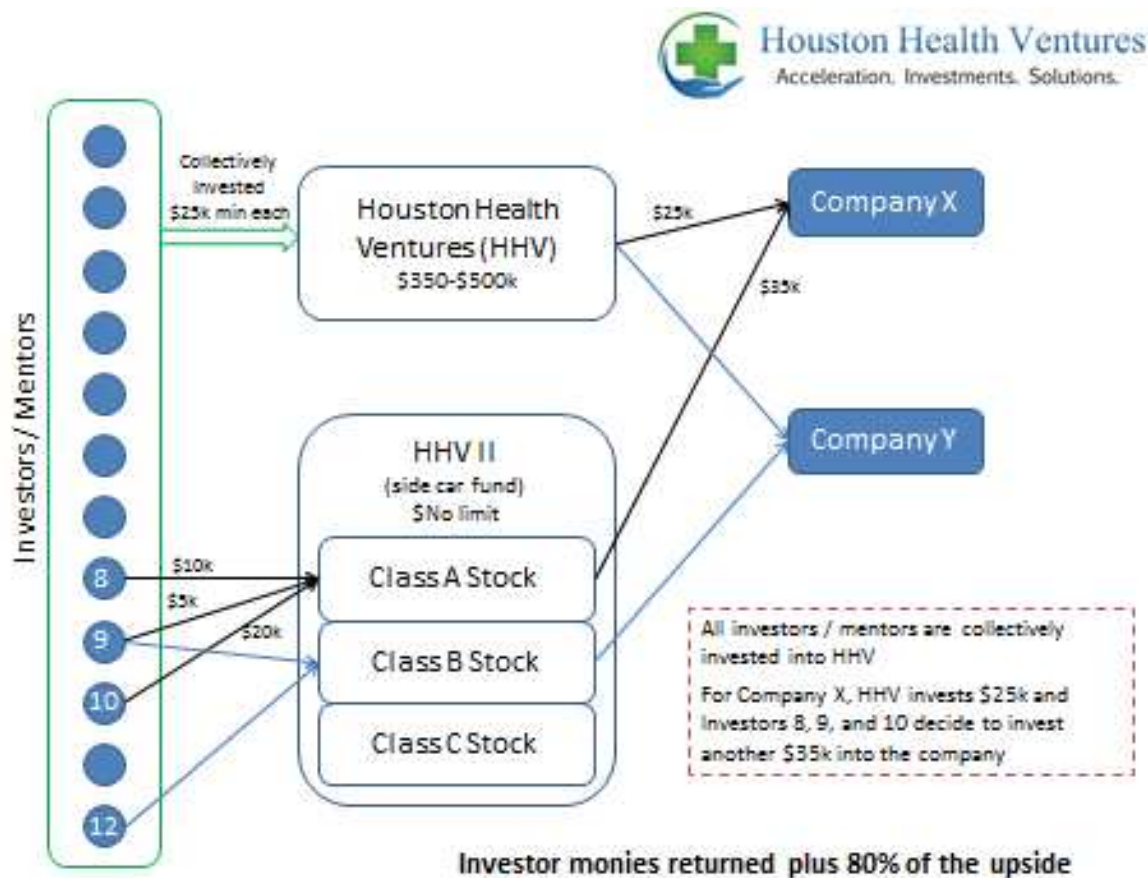
HHV II SideCar Fund

HHV is associated with another company called Houston Health Ventures II, LLC (HHV II). Houston Health Ventures II, LLC is a sidecar fund designed to allow the principals and investors in HHV ("HHV Investors") to co-invest with HHV into HHV funded enterprises where such HHV Investors would like make additional investments. HHV II will be managed by the same individuals as HHV. All co-investments made through HHV II will be subject to the 20% carried interest by the managers of HHV II. Although there can be no guarantees that the startup enterprises will agree, HHV intends to negotiate with the startup enterprises to allow co-investments by HHV II at terms similar to HHV.

By way of example:

In April, 2014, HHV makes a \$25,000 investment in Company X at \$1 per share. HHV will notify all investors in HHV of its investment in Company X and invites its investors to co-invest with HHV. One of those investors, Investor #10, determines that with her experience and background, she would like to make a personal investment of \$20,000 in Company X and join Company X as a mentor. Through HHV II, Investor #10 can make an investment in Company X on the same terms as HHV. Separately, Investor #10 also negotiates with Company X for additional equity in Company X to serve as its advisor for 5,000 shares.

In June, 2015, Company X is sold for \$5 per share (a profit of \$4 per share). Investor #10 makes money in three ways. First, through HHV, Investor #10 makes a pro-rata profit from HHV's investment in HHV, in accordance with the waterfall distribution for HHV. Second, through Investor #10's additional HHV II \$20,000 co-investment into Company X, Investor #10 receives a distribution of \$84,000 from HHV II (\$20,000 principal plus 80% of the remaining \$80,000 profit). Third, Investor #10, through her ownership stake as advisor, makes \$25,000 from her 5,000 share as advisor to Company X.



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Business Plan (Slide Deck)

Portions of the Houston Health Ventures slide deck, included as a separate document, were prepared by HHV using assumptions, including several forward looking statements. Each prospective investor should

carefully review the slide deck in conjunction with this Memorandum before purchasing Shares. Management makes no representations as to the accuracy or achievability of the underlying assumptions and projected results contained herein.

Risk Factors

See “RISK FACTORS” section in this Memorandum for certain factors that could adversely affect an investment in the Shares. Those factors include, but are not limited to unanticipated obstacles to execution of the business plan, general economic factors, and the failure of HHV to invest in successful startups.

Registrar

HHV will serve as its own registrar and transfer agent with respect to its Membership interests Shares.

Subscription Period

The Offering will terminate on the earliest of: (a) the date HHV, in its discretion, elects to terminate, or (b) the date upon which all Shares have been sold, or (c) May 1, 2014, or such date as may be extended from time to time by HHV, but not later than 180 days thereafter (the “Offering Period”).

Requirements for Purchasers

Prospective purchasers of the Shares offered by this Memorandum should give careful consideration to certain risk factors described under “RISK AND OTHER IMPORTANT FACTORS” section and especially to the speculative nature of this investment and the limitations described under that caption with respect to the lack of a readily available market for the Shares and the resulting long term nature of any investment in HHV. This Offering is available only to suitable Accredited Investors having adequate means to assume such risks and of otherwise providing for their current needs and contingencies should consider purchasing Shares.

General Suitability Standards

The Shares will not be sold to any person unless such prospective purchaser or his authorized representative shall have represented in writing to HHV in a Subscription Agreement that:

- a) The prospective purchaser has adequate means of providing for his or her current needs and personal contingencies and has no need for liquidity in the investment of the Shares;
- b) The prospective purchaser’s overall commitment to investments which are not readily marketable is not disproportionate to his, her, or its net worth and the investment in the Shares will not cause such overall commitment to become excessive; and
- c) The prospective purchaser is an “Accredited Investor” (as defined in the Subscription Agreement) suitable for purchase in the Shares.
- d) Each person acquiring Shares will be required to represent that he, she, or it is purchasing the Shares for his, her, or its own account for investment purposes and not with a view to resale or distribution. See “SUBSCRIPTION FOR SHARES” section.

Accredited Investors

HHV will conduct the Offering in such a manner that Shares may be sold only to “Accredited Investors” as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933 (the “Securities Act”). The prospective investor will represent and warrant its classification as an Accredited Investor in the Subscription Agreement.

Other Requirements

No subscription for the Shares will be accepted from any investor unless he is acquiring the Shares for his own account (or accounts as to which he has sole investment discretion), for investment and without any view to sale, distribution or disposition thereof. Each prospective purchaser of Shares may be required to furnish such information as HHV may require determining whether any person or entity purchasing Shares is an Accredited Investor.

Forward Looking Information

Some of the statements contained in this Memorandum, including information incorporated by reference, discuss future expectations, or state other forward-looking information. Those statements are subject to known and unknown risks, uncertainties and other factors, several of which are beyond HHV’s control, which could cause the actual results to differ materially from those contemplated by the statements. The forward-looking information is based on various factors and was derived using numerous assumptions. In light of the risks, assumptions, and uncertainties involved, there can be no assurance that the forward looking information contained in this Memorandum will in fact transpire or prove to be accurate. Important factors that may cause the actual results to differ from those expressed within may include, but are not limited to:

- The success or failure of HHV’s efforts to successfully invest in startups that successfully provide returns to its investors; and
- The effect of changing economic conditions.

These along with other risks, which are described under “RISK FACTORS” may be described in future communications to shareholders. HHV makes no representation and undertakes no obligation to update the forward-looking information to reflect actual results or changes in assumptions or other factors that could affect those statements.

Risk Factors

Investing in HHV’s Shares is very risky. You should be able to bear a complete loss of your investment.

Development Stage Business

Houston Health Ventures commenced operations in December 2013 and is organized as a limited liability company under the laws of the State of Texas. Accordingly, HHV has only a limited history upon which an evaluation of its prospects and future performance can be made. HHV’s proposed operations are subject to all business risks associated with new enterprises especially new investment companies. The likelihood of HHV’s success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with such business. HHV will make investments in startups. Typically, those investments will not generate income to HHV as HHV hopes to profit when such investments receive dividends, or payouts based upon equity ownership. There can be no assurances that Houston Health Ventures will succeed in returning a profit to its investors.

Inadequacy of Funds

Management believes that investment proceeds will capitalize and sustain Houston Health Ventures sufficiently to allow for the implementation of HHV's business plans. If only a fraction of this Offering is sold, or if certain assumptions contained in Management's business plans prove to be incorrect, HHV may have inadequate funds to fully develop its business and may need debt financing or other capital investment to fully implement HHV's business plans.

Dependence on Management

HHV's business will be significantly dependent on HHV's management team. HHV's success will be particularly dependent upon: David Franklin, Huan Le, and James Tao. The loss of any one of these individuals could have a material adverse effect on HHV. See "MANAGEMENT" section.

Finding Startups and Investing in them

HHV will primarily source and invest in startups in the healthcare space, but may, from time-to-time, invest in other industries. There can be no guarantee that HHV will pick investments that will succeed. HHV is a small fund and may find it difficult to compete against larger and more established funds in finding investments that are attractive.

Risks of Borrowing

Although HHV does not anticipate that it will have any indebtedness, if HHV incurs indebtedness, a portion of its cash flow will have to be dedicated to the payment of principal and interest on such indebtedness. Typical loan agreements also might contain restrictive covenants, which may impair HHV's operating flexibility. Such loan agreements would also provide for default under certain circumstances, such as failure to meet certain financial covenants. A default under a loan agreement could result in the loan becoming immediately due and payable and, if unpaid, a judgment in favor of such lender which would be senior to the rights of shareholders of HHV. A judgment creditor would have the right to foreclose on any of HHV's assets resulting in a material adverse effect on HHV's business, operating results or financial condition.

Unanticipated Obstacles to Execution of the Business Plan

HHV's business plans may change significantly. Many of HHV's potential business endeavors are capital intensive and may be subject to statutory or regulatory requirements. Management believes that HHV's chosen activities and strategies are achievable in light of current economic and legal conditions with the skills, background, and knowledge of HHV's principals and advisors. Management reserves the right to make significant modifications to HHV's stated strategies depending on future events.

Management Discretion as to Use of Proceeds

The net proceeds from this Offering will be used for the purposes described under "Use of Proceeds." HHV reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which it deems to be in the best interests of HHV and its shareholders in order to address changed circumstances or opportunities. As a result of the foregoing, the success of HHV will be substantially dependent upon the discretion and judgment of Management with respect to application and allocation of the net proceeds of this Offering. Investors for the Shares offered hereby will be entrusting their funds to HHV's Management, upon whose judgment and discretion the investors must depend.

Control By Management

As of the date of this Offering HHV's Directors and Executive Officers directly owned approximately 75% of HHV's outstanding Class A Shares and 100% of the Class B Shares. Upon completion of this Offering, HHV's Directors and Executive Officers will own approximately 100% of the Class B Shares and 20% of the Class A Shares. As the owners of the Class B Shares, the Directors and Executive Officers will be able to continue to control Houston Health Ventures. See "MANAGEMENT" section.

Return of Profits

A shareholder will be entitled to receive revenue profits proportionate to the amount of Shares held by that shareholder in accordance with the waterfall distribution described in the HHV's Operating Agreement. HHV's Management will determine a profit distribution plan based upon HHV's results of operations, financial condition, capital requirements, and other circumstances. See "DESCRIPTION OF SECURITIES" section.

Dilution

Purchasers of Class A Shares will experience immediate dilution in accordance with the waterfall distribution described in the HHV Operating Agreement. Additional Shares issued by HHV in the future will also dilute a purchaser's investment in the Shares.

Limited Transferability and Liquidity

To satisfy the requirements of certain exemptions from registration under the Securities Act, and to conform with applicable state securities laws, each investor must acquire his Shares for investment purposes only and not with a view towards distribution. Consequently, certain conditions of the Securities Act may need to be satisfied prior to any sale, transfer, or other disposition of the Shares. Some of these conditions may include a minimum holding period, availability of certain reports from Houston Health Ventures, limitations on the percentage of Shares sold and the manner in which they are sold. Houston Health Ventures can prohibit any sale, transfer or disposition unless it receives an opinion of counsel provided at the holder's expense, in a form satisfactory to Houston Health Ventures, stating that the proposed sale, transfer or other disposition will not result in a violation of applicable federal or state securities laws and regulations. No public market exists for the Shares and no market is expected to develop. Consequently, owners of the Shares may have to hold their investment indefinitely and may not be able to liquidate their investments in Houston Health Ventures or pledge them as collateral for a loan in the event of an emergency.

Long Term Nature of Investment

An investment in the Shares may be long term and illiquid. As discussed above, the offer and sale of the Shares will not be registered under the Securities Act or any foreign or state securities laws by reason of exemptions from such registration, which depends in part on the investment intent of the investors. Prospective investors will be required to represent in writing that they are purchasing the Shares for their own account for long-term investment and not with a view towards resale or distribution. Accordingly, purchasers of Shares must be willing and able to bear the economic risk of their investment for an indefinite period of time. It is likely that investors will not be able to liquidate their investment in the event of an emergency. There is no current market for the Shares offered in this private Offering and no market is expected to develop in the near future.

Compliance with Securities Laws

The Shares are being offered for sale in reliance upon certain exemptions from the registration requirements of the Securities Act, applicable Texas Securities Laws, and other applicable state securities laws. If the sale of Shares were to fail to qualify for these exemptions, purchasers may seek rescission of their purchases of Shares. If a number of purchasers were to obtain rescission, Houston Health Ventures would face significant financial demands, which could adversely affect Houston Health Ventures as a whole, as well as any non-rescinding purchasers.

Investors Not Independently Represented

The investors in HHV have not been represented by independent counsel in HHV's organization. Attorneys assisting in the formation of the LLC and the preparation of this Memorandum have represented only the Manager.

Offering Price

The price of the Shares offered has been arbitrarily established by Houston Health Ventures, considering such matters as the state of HHV's business development and the general condition of the industry in which it operates. The Offering price bears little relationship to the assets, net worth, or any other objective criteria of value applicable to Houston Health Ventures.

Lack of Firm Underwriter

The Shares are offered on a "best efforts" basis by the Management of Houston Health Ventures without compensation and on a "best efforts" basis through certain FINRA registered broker-dealers, which enter into Participating Broker-Dealer Agreements with HHV. Accordingly, there is no assurance that HHV, or any FINRA broker-dealer, will sell the maximum Shares offered or any lesser amount.

Projections: Forward Looking Information

Management may have presented projections regarding Houston Health Ventures' anticipated financial performance. HHV's projections are hypothetical and based upon a presumed financial performance of HHV, the addition of a sophisticated and well funded marketing plan, and other factors influencing the business of Houston Health Ventures. The projections are based on Management's best estimate of the probable results of operations of HHV, based on present circumstances, and have not been reviewed by Houston Health Ventures' independent accountants. Actual results of operations will vary from the projections, and such variances may be material. In addition, projections do not and cannot take into account such factors as general economic conditions, unforeseen regulatory changes, the entry into Houston Health Ventures' market of additional competitors, the terms and conditions of future capitalization, and other risks inherent to HHV's business. While Management believes that the projections accurately reflect possible future results of Houston Health Ventures' operations, those results cannot be guaranteed.

Use Of Proceeds

HHV intends to use approximately ninety percent (90%) of the money raised to invest in startup enterprises. Such investments may take the form of equity or convertible notes. HHV intends to invest approximately \$25,000 to \$50,000 per company with follow-on investments in some enterprises. As such

enterprises succeed, HHV intends to make money on its investment through equity events experienced by such enterprises. At this time, HHV expects that it will have invested most of its capital into startup enterprises by the end of 2016.

As of the date of this Offering, HHV has already invested in one enterprise, a medical device enterprise. That Company invested \$25,000 for equity in that enterprise.

HHV intends to use approximately ten percent (10%) of all money raised in this offering to pay for operational expenses incurred by HHV. Such expenses include, but are not limited to, website development, startup curriculum development, NextHIT, marketing, and other expenses.

Management

At the present time, three individuals are actively involved in the management of HHV. The Directors and Executive Officers are David Franklin, Huan Le, and James Tao.

Management Compensation

There is no accrued compensation that is due any member of Management. No salaries are currently anticipated for any Manager. Each Manager will be entitled to reimbursement of expenses incurred while conducting Company business. Each Manager may also be a shareholder in HHV and as such will share in the profits of HHV when and if revenues are disbursed.

Litigation

HHV is not presently a party to any material litigation, nor to the knowledge of Management is any litigation threatened against HHV, which may materially affect the business of HHV or its assets.

Description of Shares

HHV is offering a minimum of 100,000 and a maximum of 500,000 Shares at a price of \$1.00 per Class A Share. Upon completion of the Offering between 100,000 and 500,000 Class A Shares will be outstanding. The Class A Shares of ownership are equal in all respects. Upon completion of the Offering, the Class A Shares and Class B Shares will comprise the only representation of ownership that HHV will have issued and outstanding to date. All shares are subject to the operating agreement of HHV.

Each shareholder is entitled to one vote for each share held on each matter submitted to a vote of the shareholders. Shares are not redeemable and do not have conversion rights. The Class A Shares currently outstanding are, and the Class A Shares to be issued upon completion of this Offering will be, fully paid and non-assessable. In the event of the dissolution, liquidation or winding up of HHV, the assets then legally available for distribution to the shareholders will be distributed ratably among such shareholders in proportion to their Shares and in accordance with the HHV Operating Agreement.

Shareholders are only entitled to profit distributions proportionate to their Shares of ownership and in accordance with the waterfall distribution in the HHV Operating Agreement when and if declared by Management out of funds legally available therefore. HHV to date has not given any such profit distributions. Future profit distribution policies are subject to the discretion of Management and will depend upon a number of factors, including among other things, the capital requirements and the financial condition of HHV.

Plan of Placement

The Shares are offered directly by the Management of HHV on the terms and conditions set forth in this Memorandum. FINRA brokers and dealers may also offer Shares. HHV is offering the Shares on a “best efforts” basis. HHV will use its best efforts to sell the Shares to investors. There can be no assurance that all or any of the Shares offered, will be sold. HHV will act as its own transfer agent and registrar for its Shares of ownership.

How to Subscribe For Shares

A purchaser of Shares must complete, date, execute, and deliver to HHV the following documents, as applicable. All of which are included as part of the Investor Subscription Package:

- a) An Investor Suitability Questionnaire;
- b) An original signed copy of the appropriate Subscription Agreement;
- c) A Houston Health Ventures, LLC Operating Agreement; and
- d) A check payable to “Houston Health Ventures, LLC” in the amount of \$1.00 per Share for each Share purchased as called for in the Subscription Agreement (minimum purchase of 25,000 Shares for \$25,000).

Purchasers of Shares will receive an Investor Subscription Package containing an Investor Suitability Questionnaire and two copies of the Subscription Agreement. Unless otherwise specified by law, Subscribers may not withdraw subscriptions that are tendered to HHV.

READ AND COMPLETE THE INVESTOR QUESTIONNAIRE AND SUBSCRIPTION AGREEMENT CAREFULLY. BY EXECUTING THE SUBSCRIPTION AGREEMENT, EACH INVESTOR AGREES TO THE TERMS OF THIS MEMORANDUM AND THE OPERATING AGREEMENT

Additional Information

Each prospective investor may ask questions and receive answers concerning the terms and conditions of this offering and obtain any additional information which HHV possesses, or can acquire without unreasonable effort or expense, to verify the accuracy of the information provided in this Memorandum.

EXHIBIT A: Subscription Agreement

Houston Health Ventures
www.houstonhealthventures.com

To Whom It May Concern:

You have informed the undersigned (the “Purchaser”) that Houston Health Ventures, LLC, a Texas LLC, (the “Company”) wishes to raise a minimum of One Hundred Thousand Dollars (\$100,000) and a maximum of Five Hundred Thousand Dollars (\$500,000) from various persons by selling up to 500,000 shares of HHV’s Membership interests, (the “Shares”), at a price of One Dollar (\$1.00) per Share.

I have received, read, and understand the Limited Offering Memorandum (the “Memorandum”). I further understand that my rights and responsibilities as a Purchaser will be governed by the terms and conditions of this Subscription Agreement, the Memorandum and the Shares (the “Share Documents”). I understand that you will rely on the following information to confirm that I am an “Accredited Investor”, as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the “Securities Act”) and that I am qualified to be a Purchaser.

This Subscription Agreement is one of a number of such subscriptions for Shares. By signing this Subscription Agreement, I offer to purchase and subscribe from HHV the number of Shares set forth below on the terms specified herein. HHV reserves the right, in its complete discretion, to reject any subscription offer or to reduce the number of Shares allotted to me. If this offer is accepted, HHV will execute a copy of this Subscription Agreement and return it to me.

- 1) Accredited Investor. I am an Accredited Investor because I qualify within one of the following categories: (Please check or initial the appropriate category)

_____ \$1,000,000 Net Worth. A natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase exceeds \$1,000,000 excluding the value of the primary residence of such natural person.

_____ \$200,000/\$300,000 Income. A natural person who had an individual income in excess of \$200,000 (including contributions to qualified employee benefit plans) or joint income with such person’s spouse in excess of \$300,000 per year in each of the two most recent years and who reasonably expects to attain the same individual or joint levels of income (including such contributions) in the current year.

_____ Director or Officer of Issuer. Any director or executive officer of HHV

_____ All Equity Owners In Entity Are Accredited. An entity, (i.e. corporation, partnership, trust, IRA, etc.) in which all of the equity owners are Accredited Investors as defined herein.

_____ Corporation. A corporation not formed for the specific purpose of acquiring the Shares offered, with total assets in excess of \$5,000,000.

_____ Other Accredited Investor. Any natural person or entity which qualifies as an Accredited Investor pursuant to Rule 501(a) of Regulation D promulgated under the Act; specify basis for qualification: _____

2) Representations and Warranties. I represent and warrant to HHV that:

- a) I (i) have adequate means of providing for my current needs and possible contingencies and I have no need for liquidity of my investment in the Shares, (ii) can bear the economic risk of losing the entire amount of my investment in Shares, and (iii) have such knowledge and experience that I am capable of evaluating the relative risks and merits of this investment; (iv) the purchase of Shares is consistent, in both nature and amount, with my overall investment program and financial condition.
- b) The address set forth below is my true and correct residence, and I have no intention of becoming a resident of any other state or jurisdiction.
- c) I have not utilized the services of a “Purchaser Representative” (as defined in Regulation D promulgated under the Securities Act) because I am a sophisticated, experienced investor, capable of determining and understanding the risks and merits of this investment.
- d) I have read, and am familiar with the operating agreement for the HHV and agree to abide by its terms. I have had the opportunity to ask questions of and receive answers from HHV’s officers and representatives concerning HHV’s affairs generally and the terms and conditions of my proposed investment in the Shares. I understand the risks implicit in the business of HHV as described in the Memorandum and as reasonably known to a sophisticated investor. Other than as set forth in the Memorandum, no person or entity has made any representation or warranty whatsoever with respect to any matter or thing concerning HHV and this Offering, and I am purchasing the Shares based solely upon my own investigation and evaluation.
- e) I understand that no Shares have been registered under the Securities Act, nor have they been registered pursuant to the provisions of the securities or other laws of applicable jurisdictions. The Shares for which I subscribe are being acquired solely for my own account, for investment and are not being purchased with a view to or for their resale or distribution. In order to induce HHV to sell Shares to me, HHV will have no obligation to recognize the ownership, beneficial or otherwise, of the Shares by anyone but me.
- f) I am aware of the following:
 - i) The Shares are a speculative investment which involves a high degree of risk;
 - ii) My investment in the Shares is not readily transferable; it may not be possible for me to liquidate my investment.
 - iii) The financial statements, if any, of HHV have not been reviewed or audited by an accountant.
 - iv) There are substantial restrictions on the transferability of the Shares registered under the Securities Act; and
 - v) No federal or state agency has made any finding or determination as to the fairness of the Shares for public investment nor any recommendation or endorsement of the Shares.
- g) Except as set forth in the Memorandum, none of the following information has ever been guaranteed, or warranted to me expressly or by implication, by any broker, HHV, or agents or employees of the foregoing, or by any other person: (i) the appropriate or exact length of time that I will be required to hold the Shares; (ii) the percentage of profit and/or amount or type of consideration, profit, or loss to be realized, if any, as a result of an investment in the Shares; and (iii) the amount of dividends or distributions that HHV will make.

- h) I have not distributed the Memorandum to anyone, no other person has used the Memorandum, and I have made no copies of the Memorandum; and
 - i) I hereby agree to indemnify and hold harmless HHV, its officers, directors, and representatives from and against any and all liability, damage, cost or expense, including reasonable attorney fees, incurred on account of or arising out of:
 - i) Any inaccuracy in the declarations, representations, and warranties set forth above;
 - ii) The disposition of any of the Shares by me which is contrary to the foregoing declarations, representations, and warranties; and
 - iii) Any action, suit or proceeding based upon (1) the claim that said declarations, representations, or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from HHV; or (2) the disposition of any of the Shares.
 - j) By entering into this Subscription Agreement, I acknowledge that HHV is relying on the truth and accuracy of my representations. The foregoing representation and warranties are true and accurate as of the date hereof, shall be true and accurate as of the date of the delivery of the funds to HHV and shall survive such delivery. If, in any respect, such representations and warranties are not true and accurate prior to delivery of the funds, I will give written notice of the fact to HHV, specifying which representations and warranties are not true and accurate and the reasons therefore.
- 3) Transferability. I understand that I may sell or otherwise transfer my Shares only if registered under the Securities Act or I provide HHV with an opinion of counsel acceptable to HHV to the effect that such sale or other transfer may be made in absence of registration under the Securities Act. I have no right to cause HHV to register the Shares. Any certificates or other documents representing my Shares will contain a restrictive legend reflecting this restriction, and stop transfer instructions will apply to my Shares.
- 4) Indemnification. I understand the meaning and legal consequences of the representations and warranties contained in Paragraph 2 hereof, and I will indemnify and hold harmless HHV, its officers, directors, and representatives involved in the offer or sale of the Shares to me, as well as each of the managers and representatives, employees and agents and other controlling persons of each of them, from and against any and all loss, damage or liability due to or arising out of a breach of any representation or warranty of mine contained in this Subscription Agreement.
- 5) Termination and of Agreement. If this subscription is rejected by HHV, then this Subscription Agreement shall be null and void and of no further force and effect, no party shall have any rights against any other party hereunder, and HHV shall promptly return to me the funds delivered with this Subscription Agreement. If submitted to HHV, I will not cancel, terminate or revoke this Subscription Agreement or any agreement made by me hereunder and this Subscription Agreement shall survive my death or disability.
- 6) Miscellaneous. This Subscription Agreement shall be governed by and construed in accordance with the substantive law of the State of Texas. This Subscription Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only in writing and executed by all parties.
- 7) Ownership Information. Please print here the total number of Shares to be purchased, and the exact name(s) in which the Shares will be registered.

Total Class A Shares: _____
Name(s): _____
Soc. Sec # or Tax ID: _____
Address: _____
Phone: _____
E-mail: _____

_____ Single Person
_____ Married Persons, as community property
_____ A Married Person as separate property
_____ Corporation or other organization
_____ A Partnership
_____ Trust
_____ IRA
_____ Tax-Qualified Retirement Plan
 (i) Trustee(s)/ Custodian _____
 (ii) Trust Date _____
 (iii) Name of Trust _____
 (iv) For the Benefit of _____
_____ Other: _____

9. Date and Signatures. Dated _____, 2014.

Each co-owner or joint owner must sign - Names must be signed exactly as listed under "Purchaser Name"

Signatures	Purchaser Name (Print)
_____	_____
_____	_____

ACCEPTED:
Houston Health Ventures, LLC

By: _____ Dated: _____, 2014
David Franklin, Managing Director

EXHIBIT C: Investor Suitability Questionnaire

The Purpose of this Questionnaire is to solicit information regarding your financial status to determine whether you are an “Accredited Investor,” as defined under applicable federal and state securities laws, and otherwise meet the suitability criteria established by HHV for purchasing Shares. ***This questionnaire is not an offer to sell securities.*** Your answers will be kept as confidential as possible. You agree, however, that this Questionnaire may be shown to such persons as HHV deems appropriate to determine your eligibility as an Accredited Investor or to ascertain your general suitability for investing in the Shares.

1) Personal

- a) Name: _____
- b) Principal Residence Address: _____

- c) Residence Telephone: _____
- d) County registered to vote? _____
- e) Driver’s license state: _____
- f) Other Residences or Contacts: Please identify any other state where you own a residence, are registered to vote, pay income taxes, hold a driver’s license or have any other contacts, and describe your connection with such state

- g) Date of Birth: _____
- h) Citizenship: _____
- i) Social Security or Tax I.D. #: _____

2) Occupations and Income

- a) Occupation: _____
- b) Business Address: _____

- c) Business Telephone Number: _____
- d) Gross income during each of the last two years exceeded \$200,000:
_____ Yes _____ No
- e) Joint gross income with spouse during each of the last two years exceeded \$300,000
_____ Yes _____ No

f) Estimated gross income during current year exceeds (check one):

Yes No

g) Estimated joint gross income with spouse during current year exceeds \$300,000

Yes No

3) **Net Worth and Investment Strategy**

a) Current net worth or joint net worth. Note that “net worth” includes all of the assets owned by you and your spouse in excess of total liabilities, excluding the value of your primary residence exceeds \$1,000,000.

Yes No

b) Current value of liquid assets (cash, freely marketable securities, cash surrender value of life insurance policies, and other items easily convertible into cash) is sufficient to provide for current needs and possible personal contingencies:

Yes No

c) If you expect to invest at least \$150,000 in Shares, does your total purchase price exceed 10% of your net worth at the time of sale, or joint net worth with your spouse.

Yes No

d) Is this investment consistent with your overall investment strategy?

Yes No

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

Prospective Investor:

Signature

Date: _____, 2014

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

EXHIBIT D: Additional Managers' Commitment

26 April 2014

HHV Members
Via Private Placement Memorandum

In re: Additional Managers' Commitment

Dear HHV Members,

The current managers of Houston Health Ventures, LLC ("HHV") are David Franklin, James Tao, and Huan Le (collectively, "Managers"). HHV will invest in a number of startups (each a "Portfolio Company").

The Managers agree that if, as principals, general partners, managers, directors, primary decision makers, or executives, the Managers subsequently invest, outside of HHV, in any Portfolio Company, then the Managers will offer HHV's limited partners the right to co-invest in such subsequent investments in the Portfolio Company in the same proportion as their investment in HHV.

For purposes of clarity, here is an example. Let's assume HHV has 20 investors who each contribute \$25,000: Each investor thus has 5% of HHV. Assume that for Company ABC, HHV invests \$50,000. Subsequently, James, David and Huan have a new fund that wants to make a \$1,000,000 investment in Company ABC's second round. The Managers would commit that they would hold a space for each HHV investor to invest at least \$50,000 (5%) into Company ABC's second round. If certain HHV investors do not want to take their proportionate reserved investment, the Managers would allow the investors who do invest in such subsequent round to take those unclaimed interests.

This commitment of the Managers expires on January 1, 2024.

Respectfully

/David Franklin/ /Huan Le/ /James Tao/

The Managers of Houston Health Ventures, LLC