Age Reversal
Therapeutics

Dear Accredited Investor,

After my Friday afternoon presentation at **RAADfest**, I was overwhelmed by people asking the same general question:

"**What can we do to help move the age-reversal project forward**?"

One wealthy individual inquired about investing the entire **$25 million** himself.

My view, however, is to open this offering to as many accredited investors as possible. One reason is to unite longevity enthusiasts so that everyone that wants to potentially benefit from human age reversal can participate.

I believe there is strength in forming a cohesive group of longevity enthusiasts determined to transform compelling research findings into clinical reality.

It is essential we move this project ahead now. The physician/scientists have made significant progress, and the public now yearns for validated age-reversal treatments.

Demand for age reversal was demonstrated in a recent ***Wall Street Journal*** article whereby seniors are clamoring to enroll in a clinical trial to ascertain if **metformin** can control degenerative aging. It may not surprise you to know that metformin was included on a list of anti-aging drugs in the **March 1995** edition of ***Life Extension*** Magazine®.

Metformin is old news to us, but the public now wants it. The age-reversal technologies we intend to fund, if successful, are expected to have a significantly greater impact on degenerative aging than does metformin.

Approximately 10,000 accredited investors will soon gain access to the Private Placement Memorandum you're about to read. I would like to see everyone that can accept the financial risk to make an investment of $25,000 to $5 million to support our goal of reversing human aging in our lifetime.

I am aware that one motivation for investors is to personally benefit from this rapidly evolving biomedical technology. Some individuals, however, will sit on the sidelines and hope others step forward and provide the investment capital.

I analogize this to a situation where 10 wealthy people are on a sinking ship facing imminent death. A fishing boat pulls up and asks each person for $100. They then stare at each other hoping one wealthy person will pay $1,000 so they can all be rescued. This kind of scenario should not cause human age reversal to be delayed.

The minimum investment in Age Reversal Therapeutics, Inc. is **$25,000**. Some who will be investing this amount will deplete a significant percentage of their retirement savings despite being "accredited" investors.

More well-to-do investors, on the other hand, can readily write checks for **>$250,000** and never miss the funds.

If you fit into this category, then I respectfully request you be honorable and not wait for others to pay to develop technologies that may enable you to grow biologically younger.

This is a collaborative effort for accredited investors who want to personally benefit from age-reversal research. Investors may be the first to participate in clinical studies and/or gain access to proven results. Findings from these studies may benefit all of humanity, which is another reason to participate.

I've spent the last year working round the clock to put this company together and receive no personal benefit from your investment. I'm volunteering my time at no salary in order to expedite the development of age-reversal technologies.

Before investing of course, please review the following Private Placement Memorandum.

If you have any questions, please call Age Reversal Therapeutics, Inc.'s Chief Operating Officer Doug Gass toll-free at 1-866-554-7108, or email him at Doug@AgingCure.com and he will get back to you within 24 hours.

For longer life,

William Faloon

P.S. A number of RAADfest attendees do not qualify as accredited investors. Many of you indicated that you know people that want to see their aging process go in reverse who are also qualified investors. We ask that you forward this email on to these individuals and any others who might be interested. Feel free to reply to this email with his/her contact information if you'd like us to reach out.

Funding Human Age Reversal Research

100 x $250,000 = $25 Million

250 x $100,000 = $25 Million

500 x $50,000 = $25 Million

1,000 x $25,000 = $25 Million

Every day delayed means more humans perish. Please prioritize your participation in this ambitious project to fund multiple projects that each seek to circumvent different mechanisms of pathological aging.

Confidential Private Placement Memorandum

AGE REVERSAL THERAPEUTICS, INC.

$25,000,000 Offering
5,000,000 shares of Common Stock, par value $0.001 per share (the "Shares")
(with over-allotment option of up to $5,000,000 (1,000,000 Shares))

AGE REVERSAL THERAPEUTICS, INC., a Florida corporation ("**Age Reversal**", "**ART**", the "**Company**," "**we**," "**our**" and "**us**"), plans to identify, develop, license and commercialize therapies designed to induce measurable, systematic and meaningful reversals of the degenerative aging process in humans while extending healthy lifespans.

We are offering to sell in one or more closings, a maximum of 5,000,000 shares (up to 6,000,000 Shares if the over-allotment option is fully subscribed) of common stock at a price of $5.00 per Share (the "**Offering**"). There is no minimum number of shares of our common stock which must be sold.

The Offering is being made on a "best efforts" basis through our officers and directors without the use of any underwriter or placement agent. No fees will be paid to any of our officers or directors in the sale of any shares of our common stock sold pursuant to this Memorandum. Shares will be sold only to "qualified institutional buyers" as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), and individuals who are "accredited investors" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"). We will attempt to sell the Shares during an offering period commencing on the date of this Memorandum and expiring on December 31, 2016, unless extended by us for up to an additional 90 days (such period, as same may be extended, being hereinafter referred to as the "**Offering Period**").

AN INVESTMENT IN OUR SECURITIES INVOLVES A HIGH DEGREE OF RISK. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF US AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. YOU SHOULD ONLY INVEST IN OUR SECURITIES IF YOU CAN AFFORD A COMPLETE LOSS OF YOUR INVESTMENT. YOU SHOULD READ THE COMPLETE DISCUSSION OF THE RISK FACTORS SET FORTH IN THIS PRIVATE PLACEMENT MEMORANDUM.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. SEE "CERTAIN NOTICES UNDER STATE SECURITIES LAWS."

August 1, 2016

RISK DISCLOSURE STATEMENT

THE ATTORNEYS THAT PREPARED THIS PRIVATE PLACEMENT MEMORANDUM ("ATTORNEYS") HEREBY DISCLAIM ANY OPINION OR ASSURANCE OF ANY NATURE WHATSOEVER REGARDING THE ACCURACY, COMPLETENESS, REASONABLENESS, TIMELINESS OR VERACITY OF ANY OF THE ASSERTIONS, REPRESENTATIONS OR OTHER INFORMATION CONTAINED HEREIN, WHETHER QUALITATIVE OR QUANTITATIVE, OR REGARDING THE INVESTMENT-WORTHINESS OF THE SECURITIES DISCUSSED HEREIN ("SECURITIES"). ANY ASSERTION OR REPRESENTATION MADE HEREIN, AND ALL OTHER INFORMATION DISCLOSED HEREIN, WHETHER QUALITATIVE OR QUANTITATIVE, HAS BEEN MADE OR PROVIDED BY THE PROMOTER. IN CONNECTION WITH THE PREPARATION OF THIS PRIVATE PLACEMENT MEMORANDUM, THE ATTORNEYS HAVE NOT BEEN ENGAGED TO ATTEST HERETO, OR TO OPINE IN RESPECT HEREOF. ACCORDINGLY, THE ATTORNEYS HAVE NOT PERFORMED ANY ANALYTICAL, CONFIRMATION, VALIDATION, VERIFICATION OR OTHER PROCEDURES IN RESPECT OF THE ASSERTIONS AND REPRESENTATIONS CONTAINED HEREIN, NOR IN RESPECT OF ANY OF THE OTHER INFORMATION DISCLOSED HEREIN, INCLUDING ANY SIMILAR TO THOSE PROCEDURES UNDERTAKEN BY AN INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT IN CONNECTION WITH AN AUDIT OF THE FINANCIAL STATEMENTS OF AN ISSUER OF SECURITIES FOR PURPOSES OF RENDERING AN OPINION THEREON. CONSEQUENTLY, POTENTIAL INVESTORS, IN DECIDING WHETHER OR NOT TO INVEST IN THE SECURITIES, ARE CAUTIONED NOT TO ASCRIBE ANY SPECIAL RELIANCE WHATSOEVER ON THIS PRIVATE PLACEMENT MEMORANDUM BY REASON THAT ATTORNEYS HAVE PREPARED THIS MEMORANDUM.

THIS BRIEF STATEMENT CANNOT DISCLOSE ALL THE RISKS AND OTHER FACTORS NECESSARY TO EVALUATE YOUR PARTICIPATION IN THIS COMPANY. THEREFORE, BEFORE YOU DECIDE TO PARTICIPATE IN AN EQUITY INVESTMENT IN THIS COMPANY, YOU SHOULD CAREFULLY STUDY THIS DISCLOSURE DOCUMENT, INCLUDING A DISCUSSION OF THE CERTAIN RISK FACTORS OF THIS INVESTMENT.

CERTAIN NOTICES UNDER STATE SECURITIES LAWS

FOR RESIDENTS OF ALL STATES: THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("SECURITIES ACT"), OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

CERTAIN NOTICES REGARDING THIS MEMORANDUM

THIS OFFERING IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR

EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MIGHT BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. AN INVESTOR MUST REPRESENT THAT THE SECURITIES ARE BEING ACQUIRED FOR INVESTMENT PURPOSES ONLY, AND NOT WITH A VIEW TO OR PRESENT INTENTION OF DISTRIBUTION.

THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO. IN ADDITION, THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM CONSTITUTES AN OFFER ONLY IF A NAME APPEARS IN THE APPROPRIATE SPACE ON THE COVER, AND IS AN OFFER ONLY TO THE OFFEREE SO NAMED.

EXCEPT AS OTHERWISE INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE OF THE MEMORANDUM AND NEITHER THE DELIVERY HEREOF NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE CONDITION OF THE COMPANY SINCE THE DATE HEREOF.

NO PERSON HAS BEEN AUTHORIZED TO MAKE REPRESENTATIONS OR PROVIDE ANY INFORMATION OTHER THAN THAT CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM AND ITS EXHIBITS. ONLY THOSE REPRESENTATIONS EXPRESSLY SET FORTH IN THIS PRIVATE PLACEMENT MEMORANDUM AND ACTUAL DOCUMENTS (SUMMARIZED HEREIN), WHICH ARE FURNISHED UPON REQUEST TO AN OFFEREE, OR HIS REPRESENTATIVE MAY BE RELIED UPON IN CONNECTION WITH THIS OFFERING.

PROSPECTIVE PURCHASERS OF THE SECURITIES ARE NOT TO CONSTRUE THE CONTENTS OF THIS PRIVATE PLACEMENT MEMORANDUM AS LEGAL OR TAX ADVICE. EACH PROSPECTIVE PURCHASER SHOULD CONSULT HIS OWN PROFESSIONAL ADVISORS AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING HIS INVESTMENT.

THIS PRIVATE PLACEMENT MEMORANDUM HAS BEEN PREPARED FROM DATA SUPPLIED BY SOURCES DEEMED RELIABLE AND DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR KNOWINGLY CONTAIN ANY UNTRUE STATEMENT OF ANY MATERIAL FACT. IT CONTAINS A SUMMARY OF THE MATERIAL PROVISIONS OF DOCUMENTS REFERRED TO HEREIN. STATEMENTS MADE WITH RESPECT TO THE PROVISIONS OF SUCH DOCUMENTS ARE NOT NECESSARILY COMPLETE AND REFERENCE IS MADE TO THE ACTUAL DOCUMENTS FOR COMPLETE INFORMATION AS TO THE RIGHTS AND OBLIGATIONS THERETO.

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Attached to this Memorandum are the following Exhibits:

Exhibit A - Articles of Incorporation
Exhibit B - Bylaws
Exhibit C - Shareholders' Agreement
Exhibit D - Subscription Agreement

CONFIDENTIALITY AND RELATED MATTERS

Each recipient hereof agrees by accepting this Memorandum that the information contained herein is of a confidential nature and that such recipient will treat such information in a strictly confidential manner and that such recipient will not, directly or indirectly, disclose or permit its affiliates or representatives to disclose, any information to any other person or entity, or reproduce such information, in whole or in part, without the prior written consent of the Company. Each recipient of this Memorandum further agrees to use the information solely for the purpose of analyzing the desirability of an investment in the Company to such recipient and for no other purpose whatsoever.

NOTICE REGARDING FORWARD-LOOKING STATEMENTS

Certain of the statements set forth in this Memorandum and the Exhibits attached hereto constitute "Forward Looking Statements." Forward-looking statements include, without limitation, any statement that may predict, forecast, indicate, or imply future results, performance or achievements, and may contain the words "estimate," "project," "intend," "forecast," "anticipate," "plan," "planning," "expect," "believe," "will likely," "should," "could," "would," "may" or words or expressions of similar meaning. All such forward-looking statements involve risks and uncertainties, including, but not limited to, those risks described herein. Therefore, prospective investors are cautioned that there also can be no assurance that the forward-looking statements included in this Memorandum will prove to be accurate. In light of the significant uncertainties inherent to the forward-looking statements included herein, the inclusion of such information should not be regarded as a representation or warranty by us or any other person that our objectives and plans will be achieved in any specified time frame, if at all. Except to the extent required by applicable laws or rules, we do not undertake any obligation to update any forward-looking statements or to announce revisions to any of the forward-looking statements.

ADDITIONAL INFORMATION

The Company has agreed to make available to each prospective investor, prior to the sale of the Shares, the opportunity to ask questions of, and receive answers from the Company's management concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire it without unreasonable effort or expense, which may be necessary to verify the accuracy of the information set forth herein. You may mail questions, inquiries, and requests for information to:

AGE REVERSAL THERAPEUTICS, INC.
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33301
Phone: 954-332-2479

You may be required to sign a confidentiality agreement as determined by the Company. You, and your representatives, if any, will be asked to acknowledge in the Subscription Agreement that you were given the opportunity to obtain additional information.

SUMMARY OF THE OFFERING

The following summary is qualified in its entirety by the detailed information appearing elsewhere in this Memorandum. Although the Memorandum may provide potential investors with some references to subject headings, the information appearing under those headings is not necessarily a complete or exclusive discussion or description of that subject. An investment in the Shares offered hereby involves a high degree of risk. Prospective investors are urged to read this Memorandum carefully in its entirety including the section entitled "Risk Factors," and the exhibits attached hereto.

Company and its business:	AGE REVERSAL THERAPEUTICS, INC. is a Florida corporation that plans to identify, develop, license and commercialize therapies designed to induce measurable, systematic and meaningful reversals of the degenerative aging process in humans while extending healthy lifespans.
Offering of Shares:	Commencing on the date of this Memorandum, we are offering to sell in one or more closings, a maximum of 5,000,000 shares (up to 6,000,000 Shares if the over-allotment option is fully subscribed) of our common stock, par value $0.001 per share (the "Shares") at a price of $5.00 per Share on a "best efforts" basis, without the use of any underwriter or placement agent, through our officers and directors, for an aggregate offering of $25,000,000 ($30,000,000 if the over-allotment is fully subscribed) (the "Offering"). There is no minimum number of shares of our common stock which must be sold. See "The Offering – Offering Terms".
Offering Period:	This Offering will begin on the date of this Memorandum and will expire on December 31, 2016, unless extended by us at our sole discretion for a period of up to an additional 90 days (such period, as same may be extended, referred to as the "Offering Period"). We reserve the right to reject any subscription, in whole or in part, or to allot to any prospective investor less than the number of Shares subscribed for by such prospective investor. This private offering is subject to withdrawal, cancellation or modification without prior notice.
Offering Price:	$5.00 per Share.
Maximum Offering Amount:	Aggregate Offering of a maximum Offering of $25,000,000 ($30,000,000 if the over-allotment is fully subscribed) ("Maximum Offering"), equivalent to 5,000,000 Shares (6,000,000 Shares if the over-allotment option is fully subscribed). The proceeds of this offering will be deposited in an escrow account maintained by our law firm Legal & Compliance, LLC as discussed below. Once we sell these Shares and have confirmed that a prospective investor meets the suitability requirements set forth in this Memorandum, the funds will be released to us.
Use of Proceeds:	We intend to use the net proceeds of this Offering (i) to acquire and develop age-reversing therapeutic technologies and (ii) for general working capital needs. See "Use of Proceeds".
Capitalization:	As of the date of this Memorandum we have outstanding or reserved for future issuance, 10,000,000 shares of common stock. If investors subscribe to the Maximum Offering of 5,000,000 Shares (6,000,000 Shares if the over-allotment option is fully subscribed), they will own as a group 33.3% (37.5% if the over-allotment option is fully subscribed) of our fully diluted Shares. See "Capitalization".
Closings:	Initial closing upon the Company receiving and accepting investor subscriptions and further closings as required.
Investor Qualifications:	We are offering the Shares exclusively to "qualified institutional buyers" and "accredited investors" as defined in the Securities Act. The Offering will be made pursuant to an exemption from the registration requirements under the Securities Act set forth in Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. The Company will require each accredited investor (or such investor's representative) to represent in the Subscription Agreement the status of the investor as accredited.
Due Diligence Rights:	Both the Company and the investors shall have the right to conduct legal investigations and due diligence prior to Closing. The investors will, upon request, be provided access to examine our financial records at our offices at 401 E Las Olas Blvd, Suite 1400, Ft

	Lauderdale, Florida 33301, as well as an opportunity to further interview our management team.
Subscription Procedures:	To subscribe for Shares offered hereby, prospective investors are to deliver to the law firm of Legal & Compliance, LLC: (i) one completed and duly executed Subscription Agreement (the form of which accompanies this Memorandum) and (ii) a check or wire in the amount of $5.00 times the number of Shares subscribed for. The proceeds of this offering will be deposited in the Legal & Compliance, LLC IOTA Trust Account. Prospective investors should contact us for instructions on wiring subscription funds. We have the right, in our sole discretion, to accept or reject any subscription.
Market for the Shares and restrictions on resale:	No public market currently exists for our Shares, and a public market may not develop, or, if any market does develop, it may not be sustained. Furthermore, the Shares are subject to stringent limitations on their resale or transfer by an investor. Persons who purchase Shares in this private offering will not have the benefit of a review of the material by any securities commission or other regulatory authority. Resales of the Shares can only be made in accordance with exemptions from registration and prospectus requirements under applicable securities legislation. The Shares are not registered with the SEC and thus they are restricted from resale unless and until registered with the SEC or until an exemption from the registration and prospectus requirements under applicable securities legislation is available to a holder of such Shares. Any certificate or other document evidencing our Shares will be imprinted with a conspicuous legend stating that the securities have not been registered under the Securities Act and state securities laws, and referring to the restrictions on transferability and sale of the securities. In addition, our records concerning the securities will include "stop transfer notations" with respect to such Shares.
Placement Agent:	The Offering is being conducted on a "best efforts" basis by our officers and directors without the use of any underwriter or placement agent. No fees will be paid to any of our officers or directors in the sale of any shares of our common stock sold pursuant to this Memorandum.
Risk Factors:	See "Risk Factors" and the other information in this Memorandum for a discussion of the factors that you should carefully consider before deciding to invest in the Shares.

RISK FACTORS

An investment in our company and the Shares involve a high degree of risk. You should carefully consider the risks below, together with the other information contained in this Memorandum and the attached Exhibits, before you decide to invest in our company. If any of the following risks occur, our business, results of operations and financial condition could be harmed and you could lose all or part of your investment. The risks and uncertainties described below are intended to be the material risks that are specific to us and to our industry. New risk factors emerge from time to time and it is not possible for us to predict all such risk factors, nor can we assess the impact of all such risk factors on our business or the extent to which any factor, or combination of factors, may cause future actual results to differ materially from those contained in any historical or forward-looking statements.

Risks Related to Our Business

Our business is at an early stage of development and we may not develop age-reversing therapeutic products or services that can be commercialized.

Our business is at an early stage of development as we were formed in July 2016. Furthermore, because we have no operating history and have only been engaged in organizational and planning activities, you will have difficulty evaluating our business and future prospects and we cannot predict if we will achieve profitability in the near future or at all. We do not have any products or services as we are in the early stages of identifying potential age-reversing therapeutic technologies. Any potential age-reversing therapeutic technologies we may acquire will require significant research and development and pre-clinical and clinical testing prior to regulatory approval of any products or treatments in the United States and other countries. We may not be able to acquire, obtain regulatory approvals, or enter clinical trials for any of our technology candidates, or commercialize any age-reversing therapeutic technologies that we may acquire. Any age-reversing therapeutic technology candidates we may acquire may prove to have undesirable and unintended side effects or other characteristics adversely affecting their safety, efficacy or cost effectiveness that could prevent or limit their use. Any product using any technology we may acquire may fail to provide the intended therapeutic benefits, or achieve therapeutic benefits equal to or better than the standard of treatment at the time of testing or production.

We are conducting a direct primary offering with no minimum offering amount required to be raised, and we can accept your subscription at any time without any other subscriptions being raised and therefore we may not raise sufficient funds to achieve our business objectives.

There is no minimum amount required to be raised before we can accept your subscription. Your funds will initially be placed in an escrow account with Legal & Compliance LLC pending confirmation that a prospective investor meet certain suitability requirements set forth in this Memorandum. Once we have confirmed that a prospective investor meets the suitability requirements and we accept your investment funds, there will be no obligation to return your investment funds and even if other Shares are sold there may be insufficient funds raised through this direct primary offering to acquire age-reversing therapeutic technology and even if acquired to commercialize it. Thus, you may be one of only a few investors in this offering in which you acquire Shares in a company that continues to be under-capitalized. The lack of sufficient funds to pay expenses and for working capital will negatively impact our ability to implement and complete our plans to acquire and commercialize age-reversing ***If we do not raise substantial funds, we will be limited in the quantity and type of*** **age-reversing therapeutic technologies** ***we may acquire or develop, and our ability to obtain future financing and commercialize*** **age-reversing therapeutic technologies** ***may not be achieved.***

If we do not raise the funds we need to complete the acquisition of the age-reversing therapeutic technologies we have considered acquiring, we will not be able to commercialize age-reversing therapeutic technologies as we originally envisioned.

We have not entered into contracts for age-reversing therapeutic technologies that we intend to acquire which makes your investment more speculative.

Although we have identified several age-reversing therapeutic technologies we want to acquire because we believe they warrant further investment and development, we do not have any arrangements or agreements to acquire these technologies. There can be no assurance we will be successful in identifying and evaluating and acquiring suitable age-reversing therapeutic technologies. Consequently, you will be unable to evaluate the transaction terms and prospects for

commercialization before we invest in them. In addition, you will have no opportunity to evaluate the terms of transactions or other economic or financial data concerning our efforts to acquire or develop age-reversing therapeutic technologies. You will be relying entirely on the ability of our management to identify age-reversing therapeutic technologies and develop and commercialize them, if at all.

Competition with third parties for commercialization of age-reversing therapeutic technologies may result in our paying higher prices for technologies which could reduce our profitability and our ability to pay dividends or raise additional funds.

We compete with many other entities seeking to acquire and commercialize age-reversing therapeutic technologies, many of which have greater resources than we do. Any such increase would result in increased demand for these technologies and increased acquisition costs. If competitive pressures cause us to pay higher prices for age-reversing therapeutic technologies, our ultimate profitability may be reduced and the value of our age-reversing therapeutic technologies may not appreciate or may decrease significantly below the amount paid for such technology. Furthermore, we expect that our most significant competitors will be fully integrated and more established pharmaceutical, biotechnology and cosmetic companies. These companies are developing age-reversing therapeutic technologies and they have significantly greater capital resources and research and development, manufacturing, testing, regulatory compliance, and marketing capabilities. Many of these potential competitors are further along in the process of product development and also operate large, company-funded research and development programs. As a result, our competitors may develop more competitive or affordable products, or achieve earlier patent protection or product commercialization than we are able to achieve. Competitive products may render any products or product candidates that we may acquire or develop uneconomic or obsolete.

If we are unable to find or experience delays in finding suitable age-reversing therapeutic technologies ***or developing them into commercially viable products or services, we may need to abandon our plans to commercialize*** age-reversing therapeutic technologies***.***

Our ability to achieve our plans to acquire and commercialize age-reversing therapeutic technologies depends upon our performance in the acquisition and development of the technologies we plan to acquire. We may be delayed in entering into contracts for the purchase of age-reversing therapeutic technologies due to delays in raising funds, delays in negotiating or obtaining the necessary purchase documentation for technologies, delays in locating suitable technologies or other factors. Consequently, we cannot be sure that we will be successful in signing suitable contracts on financially attractive terms or that our plans to acquire and commercialize age-reversing therapeutic technologies will be achieved. These factors may have a material adverse effect on our business, financial condition and results of operations and delay our ability to execute our business plan.

We have no clinical testing and regulatory capabilities, and human clinical trials are subject to extensive regulatory requirements, very expensive, time-consuming and difficult to design and implement. Even if we acquire age-reversing therapeutic technologies, any products derived from such technologies may fail to achieve necessary safety and efficacy endpoints during clinical trials, which may limit our ability to generate revenues from therapeutic products.

Since we have only engaged in organization and fundraising activities since our inception and have not acquired or developed any age-reversing therapeutic technologies, we have not yet developed internal clinical testing and regulatory capabilities, including for human clinical trials. We cannot assure you that we will be able to invest or develop resources for these capabilities successfully or as expediently as necessary. In particular, human clinical trials can be very expensive and difficult to design and implement, in part because they are subject to rigorous regulatory requirements. The clinical trial process is time consuming. We estimate that clinical trials of any age-reversing therapeutic technologies we may acquire will take at least several years to complete. Furthermore, failure can occur at any stage of the trials, and we could encounter problems that cause us to abandon or repeat clinical trials. The commencement and completion of clinical trials may be affected by several factors, including:

- unforeseen safety issues;
- determination of dosing issues;
- inability to demonstrate effectiveness during clinical trials;

- slower than expected rates of patient recruitment;
- inability to monitor patients adequately during or after treatment; and
- inability or unwillingness of medical investigators to follow our clinical protocols.

In addition, we or the U.S Federal Drug Administration (the "FDA") (or other applicable regulatory agency) may suspend our clinical trials at any time if it appears that we are exposing participants to unacceptable health risks or if the FDA or other regulatory agency finds deficiencies in our submissions or the conduct of these trials.

Risks of non-U.S. operations and clinical delivery programs.

We may have the option of accelerating research projects and offering for sale certain age reversal therapies at medical clinics outside of the U.S. These potential operations may impose regulatory obligations on us with respect to rules and regulations established by the FDA, the Federal Trade Commission and other federal, state and local regulatory agencies. There is also an inherent uncertainty when operating in any foreign jurisdiction as to the reliability of the medical staff and basic infrastructure required to initiate, consummate, protect, translate, and commercialize research that is developed and offered for sale in offshore medical facilities.

Patents held by other persons may result in infringement claims against us that are costly to defend and which may limit our ability to use the disputed technologies and prevent us from pursuing research and development or commercialization of potential products.

A number of pharmaceutical, biotechnology and other companies, universities and research institutions have filed patent applications or have been issued patents relating to technologies which the age-reversing therapeutic technologies we may acquire are based on. We cannot predict which, if any, of such technologies will issue as patents or the claims that might be allowed. We are aware that a number of companies have filed applications relating to technologies which they may claim are similar to technologies embedded in the technologies we seek to acquire or develop. We are also aware of a number of patent applications and patents claiming use of technologies to address age-reversal.

If third party patents or patent applications contain claims infringed by either technology we acquire or other technology required to make and use the age-reversing technologies we seek to commercialize and such claims are ultimately determined to be valid, we might not be able to obtain licenses to these patents at a reasonable cost, if at all, or be able to develop or obtain alternative technology. If we are unable to obtain such licenses at a reasonable cost, we may not be able to develop age-reversing technologies commercially. We may be required to defend ourselves in court against allegations of infringement of third party patents. Patent litigation is very expensive and could consume substantial resources and create significant uncertainties. An adverse outcome in such a suit could subject us to significant liabilities to third parties, require disputed rights to be licensed from third parties, or require us to cease using such technology.

Even if we are successful in developing a therapeutic application using age-reversing technologies we seek to acquire, it is unclear whether age-reversing therapy can serve as the foundation for a commercially viable and profitable business.

Age-reversing technology is rapidly developing and could undergo significant change in the future. Such rapid technological development could result in the technologies we plan to acquire becoming obsolete. While our technology candidates appear promising, they may fail to be successfully commercialized for numerous reasons, including, but not limited to, competing technologies for the same indications. There can be no assurance that we will be able to develop a commercially successful therapeutic application for any of the age-reversing technologies we may acquire.

Moreover, advances in other treatment methods or in disease prevention techniques could significantly reduce or entirely eliminate the need for any age-reversing therapy services, planned products and therapeutic efforts. There is no assurance that age-reversing therapies will achieve the degree of success envisioned by us in the treatment of aging. Additionally, technological or medical developments may materially alter the commercial viability of our technology or services, and require us to incur significant costs to replace or modify equipment in which we have a substantial investment. We are focused on age-reversal therapy, and if this field is substantially unsuccessful, this could jeopardize our success or future results. The occurrence of any of these factors may have a material adverse effect on our business, operating results and financial condition.

We may not be able to obtain third party patient reimbursement or favorable product pricing, which would reduce our ability to operate profitably.

Our ability to successfully commercialize age-reversing therapeutic technologies we may acquire and develop may depend to a significant degree on patient reimbursement of the costs of such therapies and related treatments at acceptable levels from government authorities, private health insurers and other organizations, such as health maintenance organizations. Reimbursement in the United States or foreign countries may not be available for any therapies or products we may develop, and, if available, may be decreased in the future. Also, reimbursement amounts may reduce the demand for, or the price of, any therapies or products with a consequent harm to our expected business. We cannot predict what additional regulation or legislation relating to the health care industry or third party coverage and reimbursement may be enacted in the future or what effect such regulation or legislation may have on this aspect of our expected business. If additional regulations are overly onerous or expensive, or if health care related legislation makes this aspect of our business more expensive or burdensome than originally anticipated, we may be forced to significantly downsize our age-reversing business plans or completely abandon them.

To be successful, age-reversal therapies and products we seek to acquire and commercialize must be accepted by the health care community, which can be very slow to adopt or unreceptive to new technologies and products.

The age-reversal therapies and products we seek to acquire and commercialize and those developed by our collaborative partners, if approved for marketing, may not achieve market acceptance since hospitals, physicians, patients or the medical community in general may decide not to accept and utilize them. The therapies and products that we are seeking to acquire and commercialize represent substantial departures from established treatment methods and will compete with a number of more conventional therapies manufactured and marketed by major pharmaceutical companies. The degree of market acceptance of any age-reversal therapies we may acquire will depend on a number of factors, including:

- our establishment and demonstration to the medical community of the clinical efficacy and safety of our proposed therapies and products;
- our ability to create therapies and products that are superior to alternatives currently on the market;
- our ability to establish in the medical community the potential advantage of our treatments over alternative treatment methods; and
- reimbursement policies of government and third party payers.

If the healthcare community does not accept the therapies and products we develop, if any, for any of the foregoing reasons, or for any other reason, our potential future source of revenues would be materially harmed.

Our planned business is based on novel technologies that are inherently expensive, risky and may not be understood by or accepted in the marketplace, which could adversely affect our future value.

The clinical development, commercialization and marketing of age-reversal therapies are at an early-stage, substantially research-oriented, and financially speculative. To date, very few companies have been successful in their efforts to develop and commercialize age-reversal therapies. In general, age-reversal therapies may be susceptible to various risks, including undesirable and unintended side effects, unintended immune system responses, inadequate therapeutic efficacy, or other characteristics that may prevent or limit their approval or commercial use. Furthermore, the number of people who may use age-reversal therapies is difficult to forecast with accuracy. Our future success is dependent on the establishment of a significant market for age-reversal therapies and our ability to capture a share of this market with the therapies we plan to develop.

If we are unable to recruit additional executives and personnel, we may not be able to execute our forecasted business strategy and our growth may be hindered; limited time availability.

Our success largely depends on the performance of our management team and other key personnel and our ability to continue to recruit qualified senior executives and other key personnel. Competition for senior management personnel

is intense and there can be no assurance that we will be able to retain our personnel or attract additional qualified personnel. The loss of a member of senior management may require the remaining executive officers to divert immediate and substantial attention to fulfilling his or her duties and to seeking a replacement. We may not be able to continue to attract or retain such personnel in the future. Any inability to fill vacancies in our senior executive positions on a timely basis could impair our ability to implement our business strategy, which would harm our business and results of operations.

While seeking to acquire age-reversing therapeutic technologies, our management anticipates devoting only such time to our business as they reasonably determine. We do not have employment agreements with any of our executives other than Ms. Riley and there can be no assurance that we will be successful in retaining their services. A diminution or loss of their services could significantly harm our business, prospects, financial condition and results of operations.

Rapid growth may strain our resources.

As we acquire age-reversing therapeutic technologies, we expect to experience significant and rapid growth in the scope and complexity of our business, which may place a significant strain on our senior management team and our financial and other resources. Such growth, if experienced, may expose us to greater costs and other risks associated with growth and expansion. We may be required to hire a broad range of additional employees, including medical and clinical research staff, and other support personnel, among others, in order to successfully advance our operations. We may also be required to expand and enhance our age-reversing therapeutic technologies to accommodate the changing needs of the patients we plan to treat. We may be unsuccessful in these efforts or we may be unable to project accurately the rate or timing of these increases.

Our ability to manage our growth effectively will require us to continue to improve our operations, to improve our financial and management information systems, and to train, motivate, and manage our future employees. This growth may place a strain on our management and operational resources. The failure to develop and implement effective systems, or to hire and retain sufficient personnel for the performance of all of the functions necessary to effectively service and manage our business, or the failure to manage growth effectively, could have a materially adverse effect on our business, financial condition, and results of operations. In addition, difficulties in effectively managing the budgeting, forecasting, and other process control issues presented by such a rapid expansion could harm our business, financial condition, and results of operations.

Risks Related to Our Shares and this Offering

The offering price of our Shares bears no relationship to our assets, book value, net worth or other economic or recognized criteria of value.

We arbitrarily determined the offering price of the Shares. In no event should the offering price be regarded as an indicator of any future market price of our securities. In determining the offering price, we considered such factors as the prospects for our technology platform, our management's previous experience, our anticipated results of operations and our present financial resources.

Two shareholders will continue to exercise significant control over our operations, which means as a minority shareholder, you would have no control over certain matters requiring shareholder approval that could affect your ability to ever resell any Shares you purchase in this offering.

After the completion of this offering, if we are able to sell all of the Shares being offered including the over-allotment and the issuance of Shares reserved for issuance as compensation, two shareholders who are affiliated with members of our Board of Directors will own 56.2% of the total of all Shares outstanding. Furthermore, pursuant to the terms of the Shareholders Agreement, they will have the right to appoint a total of five members to our board of directors. Consequently, they will have a significant influence in determining the outcome of all corporate transactions, including the election of directors, approval of significant corporate transactions, changes in control of our company or other matters that could affect your ability to ever resell your Shares. Their interests may differ from the interests of the other shareholders and thus result in corporate decisions that are disadvantageous to other shareholders.

We may never pay dividends to shareholders, which could reduce the monetary gain you may realize on your investment.

We have not ever paid any dividends on our Shares. We currently intend to retain our future earnings, if any, to support operations and to finance expansion and therefore we do not anticipate making any cash dividends on our Shares in the foreseeable future.

The declaration, payment and amount of any future dividends will be made at the discretion of the board of directors, and will depend upon, among other things, the results of our operations, cash flows and financial condition, operating and capital requirements, and other factors as the board of directors considers relevant. There is no assurance that future dividends will be paid, and, if dividends are paid, there is no assurance with respect to the amount of any such dividend. If we do not pay dividends, our Shares may be less valuable because a return on an investor's investment will only occur if the value of the Shares appreciates.

We may need additional capital in the future which could dilute the ownership of current shareholders or make our cash flow vulnerable to debt repayment requirements.

To the extent that we raise additional equity capital, existing shareholders will experience an immediate and possibly substantial dilution in the voting power and ownership of their Shares, and interest in dividends and net income, if any, will be negatively impacted. Our inability to use our equity securities to finance our operations could materially limit our growth. Any borrowings made to finance operations could make us more vulnerable to a downturn in our operating results, a downturn in economic conditions, or increases in interest rates on borrowings that are subject to interest rate fluctuations. If our cash flow from operations is insufficient to meet our debt service requirements, we could be required to sell additional equity securities, refinance our obligations, or dispose of assets in order to meet debt service requirements. There can be no assurance that any financing will be available to us when needed or will be available on terms acceptable to us. Our failure to obtain sufficient financing on favorable terms and conditions could have a material adverse effect on our growth prospects, financial condition and results of operations and could result in a failure of our business, which would result in a loss of your investment.

Transferability of Interests

Investors should expect to bear the economic risk of their investment in our Shares for an indefinite period of time. There will be no secondary market for our Shares.

Compliance with Securities Laws

The Shares have not been registered under the Securities Act, or the securities laws of any state in reliance on exemptions from registration which are provided in such laws. There is no assurance that this offering presently qualifies or will continue to qualify under such exemptions because of, among other things, failure to satisfy all conditions to the availability of such exemptions, the adequacy of disclosure, the manner in which our securities are offered or sold or the retroactive change or interpretation of any securities laws. If and to the extent suits for rescission were brought against us and successfully concluded for failure to register this offering or for acts or omission constituting certain prohibited practices under the Securities Exchange Act of 1934, as amended, our capital and assets could be adversely affected, thus jeopardizing our ability to operate successfully.

Suitability Requirements

Shares are being offered hereby only to persons who meet certain suitability requirements set forth herein. The fact that a prospective investor meets the suitability requirements established by us for this offering does not necessarily mean that an investment in us is a suitable investment for that investor. Each prospective investor should consult with his own professional advisers before investing in us. See "Suitability Requirements."

BUSINESS

Business

Company Overview

We plan to identify, develop, license and commercialize therapies designed to induce measurable, systematic and meaningful reversals of the degenerative aging process in humans while extending healthy lifespans. We believe that our business objectives will enable us to produce a positive effect (or a reduction of negative effects) for society and persons by delivering therapies that hold the potential to regenerate damaged tissues or to stimulate the body's own repair mechanisms. By altering the course of age-related diseases, cell therapies could make it possible to eliminate the need for most prescription medications, reduce hospitalizations and avert expensive medical procedures, while enabling patients to lead healthier lives. By doing this, we believe that we may enable greater access to effective, high-quality age-reversing therapies that provide our maturing population with a greater opportunity to lead a longer and healthier life. Our belief is that when our aging population benefits, society benefits. By investing in and developing effective age reversal therapeutic compounds and protocols, it may be possible to eliminate the degenerative decline seen with aging, and enhance the healthy lifespan of mankind.

Reversing Pathological Aging

Although a “cure” for aging may seem technically impossible, a cure for scurvy eluded doctors for centuries even after citrus was found to prevent/cure scurvy if properly used during long voyages. The discovery of vitamin C in 1932 enabled modern societies to identify the underlying cause of scurvy and eliminate the disease. Aging is much more complex and multifactorial. Our goal nonetheless is to bring forth the discoveries that can lead us toward elimination of pathological aging as we know it.

Our initial focus will be to develop ways to induce biological reversal of degenerative processes with the ultimate objective to CURE the diseases of pathological aging. We take serious the word CURE and use it as an acronym to mean facilitating:

C (collaboration between scientists)
U (understanding the mechanisms of aging)
R (research funding)
E (expedite development of promising therapies)

We plan to use advanced, big-data-driven analytical systems to identify the most promising drugs, stem cell therapies, regenerative medicine procedures, gene therapies, young plasma transfer techniques and other strategies designed to extend healthy productive longevity in humans. Once we identify technologies that meet the age-reversing criteria we establish, we plan to commercialize these technologies in a variety of ways, including development of interventions in-house, partner with other biotechnology and pharmaceutical companies, and provide late-stage funding to companies with validated age reversal models that can be rapidly transitioned into the clinical arena. To achieve these goals, we plan to enter into partnerships and acquire licensing and marketing rights to select intellectual property to advance our mission.

We have obtained from International AgingPortfolio (“IAP”) the rights to AgingPortfolio.org, a unique database for age-related studies. The scientific community uses this database to access technical data related to cancer and aging and to discover which scientists are involved with various studies, and what funding has been provided or is available to specific types of projects.

AgingPortfolio.org may become a key to advancing the science of anti-aging research at a faster pace than ever possible before. A new revenue stream may be obtained by expanding advertising on the site, which has not been done to date, but the primary purpose of the site is to serve as a catalyst for current and future age reversal research initiatives and as a lead generator for the Company for new talent, technologies, and investment funding. Using the tools at this website and database, for the first time, researchers and their projects will be able to be rated with future predictions of success using “deep learning” techniques not available before.

Using the AgingPortfolio.org window, venture capitalists, investment groups, charities, and drug companies will be able to see which projects hold the most promise. This may accelerate funding which could advance the entire field of anti-aging technology. Success and future outcome predictions will be measurable with a results ranking that we expect to propel a global understanding of anti-aging molecular mechanisms. If paid subscriptions are determined to be advantageous in order to access this unique information, this may generate a profitable revenue stream for Age Reversal Therapeutics, Inc. (ART).

Under the terms of the agreement where we acquired the rights to use and develop www.agingportfolio.org and its contents, we agreed to pay the developer of the website $24,000 per year in monthly installments of $2,000 in addition to our agreement to pay Dr. Zhavoronkov 5% of net advertising revenue generated from the agingportfolio.org website. Once we obtain adequate funding to implement our business plan, we agreed to work with IAP to develop a plan for accelerated age reversal studies, supporting a research effort to make inferences from the data and then develop unique intellectual property from these inferences. If unique intellectual properties presented by us to IAP are commercialized, then Dr. Zhavoronkov would be paid a 1% royalty from any net sales (defined as gross sales less returns or bad debt) that we receive from commercializing such intellectual property. The agreement is for a term of one year which automatically renews for successive one-year periods unless we terminate such agreement with 60 days prior written notice.

We expect to participate directly in accelerating biomedical research initiatives. The company is in discussion with multiple scientific groups conducting – or at an advanced stage of planning – innovative human research relating to immunology, stem cell biology, growth factor technology, telomere extension and other related disciplines. These projects, if successful, may have a dramatic impact in slowing aging or reversing its deleterious changes. The projects are expected to require funding, oversight, development and commercialization that ART aims to provide.

The ultimate goal of ART is to identify, develop, and make available, validated therapeutics that can induce measurable, systemic and meaningful reversals of pathological aging processes in older humans.

Market Opportunity

Historically, efforts toward preventing and treating disease focused on the use of drugs, specifically chemicals identified to alter or slow the course of a disease by selectively affecting one or a handful of molecular targets. This approach has led to the development of drugs that can combat infection, suppress cancer progression, and alleviate symptoms in numerous diseases. Degenerative diseases, however, are often multifactorial and require a broader approach for effective treatment. Drawbacks of drug approaches include a) lack of target specificity that leads to complications (e.g. side effects); b) the ability of diseases to acquire resistance to the drug and c) lack of efficacy in treating the underlying causative processes and comorbidities.

Regenerative medicine is the process of replacing or regenerating human cells, tissues or organs to restore or establish normal function and has been described as the "next evolution of medical treatments" and “the vanguard of 21st century healthcare” by the U.S. Department of Health and Human Services. This new field of medicine is expected to revolutionize health care. Our business focus is the identification and development of therapies that target the effects of aging.

We plan to identify, develop, license and commercialize effective therapies for products and services in the longevity market. Our future plans include supporting development and commercialization of efficacious health care products and services that focus on extending the healthy portion of the human lifespan and combating aging-dependent diseases and conditions. Our decision to concentrate our efforts in the lifespan life sciences field is supported by demographic evidence that an increasing proportion of the country’s population is attaining the age of 60 and beyond. However, the market for aging-related products and services is not limited to those over 60 years of age. Products and services to slow or reverse the processes of pathological aging are purchased by many individuals who are younger than 60 years of age, and there is some evidence that some of these therapies will be of greater benefit if they are started at a younger age. We expect to serve an ever-growing mature market from age 30 to over 100, who may benefit from the technologies we acquire or develop.

The lifespan market is driven by three broad overlapping groups of consumers:

- ***Consumers who purchase preventive products and services, or those that promise to delay or reduce the future effects of aging-dependent diseases and conditions***. Although the over-60 market represents a large

portion of this market, expenditures for these types of products often begin when consumers reach their mid-30s. As consumers attain the age of 30-35, they begin to realize their potential to develop age-related diseases. Early indicators of arthritis, inability to easily mend muscle pulls, the appearance of dry-wrinkled skin, graying hair, and diminishing visual acuity signal what is anticipated as the normal aging process. Such signals often trigger this relatively young age group to begin exploring and studying preventative products and services that have the potential to delay such maladies.

- ***Consumers who spend on products and services to treat a previously diagnosed aging-dependent disease.*** Once an age-dependent disease is identified, the consumer utilizes a variety of professional and independent methods to cure or treat the symptoms. While the expenditures on diagnosed age-related diseases certainly accelerates over the age of 60, a relatively high percentage of deaths among those in their middle years are due to age-dependent diseases as well. For example, heart disease and cancer accounted for more than 51.3% of deaths in the U.S. in 2014 among 45-64 year olds, based on data provided by CDC's National Vital Statistics Reports for 2014. While many types of heart disease and cancer are considered age dependent, they can present themselves when consumers are middle-aged, triggering further diagnostic treatment, interventional surgery, and a variety of other medical, lifestyle and dietary changes.

- ***Consumers who invest in products and services designed to cure or reverse the deleterious effects of aging***. Until recently, curing or reversing the deleterious effects of aging was wishful thinking. However, rapidly advancing medical science is now making it possible to reverse at least some of the signs of aging. For example, a number of heart procedures, including heart valve replacements, give many patients years of additional life. Cochlear implants and laser surgery aid the hearing and vision impaired. Cataracts at one time were almost universally blinding in the elderly, but over 98% are cured by treatment from qualified ophthalmologists. Joint replacements using space-age materials allow the lame to walk and provide a new lease on life. The stem cell industry is showing rapid advances using localized delivery. We are witnessing regular breakthroughs that promise a longer life, and in some cases, cures for those suffering with many forms of cancer. New treatments are finally showing promise to extend healthy lifespans.

Our Business Strategy and Competitive Advantages

Our business strategy is to identify, acquire or invest in, reduce-to-practice, and commercialize innovative age-reversing therapeutic technologies. We plan to utilize our management team to enter into relationships with others to commercialize these technologies by advancing them through regulatory approval processes and/or through quality offshore clinics, selectively conducting clinical trials, arranging for reliable and cost-effective manufacturing, and ultimately either directly selling the products, providing the services in clinics or licensing the intellectual property to third parties. We intend to conduct clinical trials to (a) assess the safety and efficacy of the health benefits that may be associated with any proprietary age-reversing therapeutic technologies we acquire, (b) potentially improve the quality or specificity of FDA approved claims we can make with respect to these health benefits, and (c) potentially deliver pharmaceutical applications for any such anti-aging technologies. Alternatively, we may seek to assess the safety and efficacy of the health benefits that may be associated with any proprietary age-reversing therapeutic technologies we acquire and migrate the technology to medical clinics outside the U.S. for further evaluation and eventual commercialization.

Our strategy to accomplish these objectives incorporates the following key elements and competitive advantages:

- ***Emphasis on Technology Transfer***. We intend to leverage our extensive network of research institutions, non-profit organizations, and the life sciences technology community to identify the best qualifying technologies, and then enter into arrangements that allow us to acquire or license the technology.

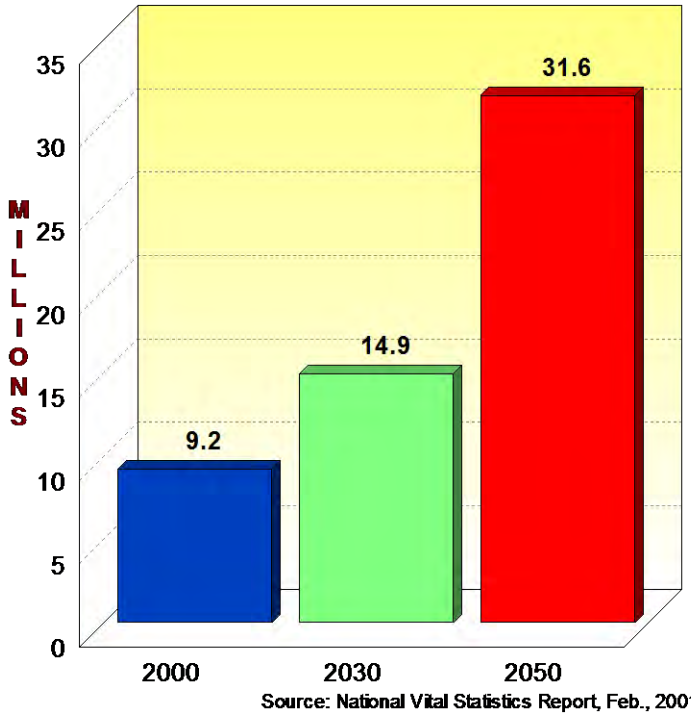
- ***Commercialization of Intellectual Property****:* Once we acquire the technology we believe is best capable of commercialization and becoming a source of revenue, we plan to commercialize the technology either through delivery of products, therapies or licenses to third parties.

- ***Co-Development of Portfolio Companies.*** A requirement that all investees allow us to assume an active role in their companies including oversight activities. As a business development company, we are required to assume an active management role in all portfolio companies. With well-structured companies with strong management, this may be as simple as having Board representation. At the other extreme, where we invest in

a promising age-reversing technology, we are equipped to build the management team and even control the company through the managers we appoint.

Demographics of an Aging Population

In 2015, the number of Americans aged 65 or older reached an estimated 47.8 million and accounted for 14.9% of the total population according to statistics provided by the U.S. Census Bureau. The aging of the U.S. population is significant considering the number of older Americans has increased more than ten-fold since the turn of the last century. Further, this aging trend is expected to continue with an estimated 98.2 million in 2060 Americans aged 65 or older, comprising nearly 25% of the total population according to statistics provided by the U.S. Census Bureau. In the United States, the population of 80 and older in 2015 is estimated at 12.1 million, or 3.76% of the U.S. population. This age segment is projected to grow to 14.9 million, or 4.4 percent of the U.S. population, by the year 2025 and to 31.6 million, or 7.82 percent of the U.S. population, by the year 2050, as shown in the chart below.



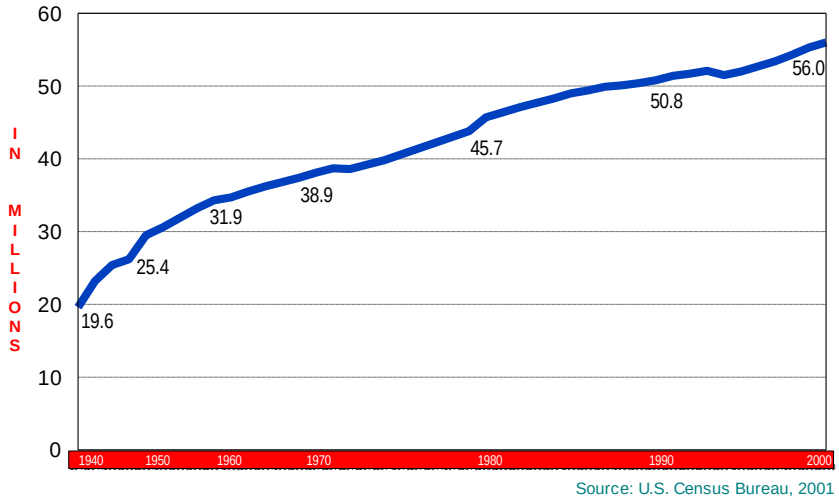
Source: National Vital Statistics Report, Feb., 2001

In other industrialized countries around the world, the percentage of the population age 65 or older is higher than in the U.S. The percentage of population over 65 in the United Kingdom, Italy and Japan is 24, 44 and 34 percent higher than in the United States, respectively. Thus, there is tremendous potential for lifespan science beyond our own borders.

In addition to the sheer population numbers, the aging segment continues to become more stable financially. In earlier decades, old age frequently meant living out one's final years in a meager existence, with the real risk of not having adequate resources for housing, food, healthcare and other basic necessities. The relative poverty rate of older Americans has dropped significantly over the past forty years.

Just 40 years ago, the segment of the population with the highest level of poverty was older Americans 65 and older, with over 37 percent living in poverty, based on projections provided by the Health Care Financing Administration's Office of Actuary. According to data from the U.S. Census Bureau, that proportion of the over-65 population living in poverty had fallen to about one in seven (14.3%). As disposable income of older Americans continues to grow, this further supports their ability to purchase health care products and services and is another demographic reinforcement for this group as a viable business base for age-related innovations and technologies.

This financial security is no doubt driven by the fact that a growing number of U.S. adults over the age of 55 hold a college degree. The number of U.S. citizens with college degrees has risen from just over 19 million in 1940 to over 89.7 million in 2015, according to the U.S. Census. This pursuit of post-secondary education enables seniors to earn more, be better off financially in their later years, and comprehend basic mechanisms of aging and how the company's proposed treatments might slow or reverse these degenerative processes. The below chart shows the increasing number of U.S. population over 55 with a college degree.



Source: U.S. Census Bureau, 2001

In summary, we believe the demographics of an aging population, as well as their educational level to understand age-related issues, and their financial capability to pay for such innovative therapies, provide support for this opportunity in the lifespan market.

Diseases and Conditions Driving the Market

The financial burden to the U.S. is staggering as the "graying population" faces diseases and conditions that rob individuals of independence to live at home and take care of themselves, as they suffer with cardiovascular illness, Alzheimer's and related dementias, cerebrovascular disease, vision and hearing loss, type II diabetes, arthritis, osteoporosis, Parkinson's disease, autoimmune disorders, incontinence, and depression. Many other diseases and conditions, such as photo-related skin damage and various cancers, are also more prevalent in the aging population. Based on data from the National Vital Statistics Reports, the data below reveals the grim effects of ageing:

- In 2013, a total of 2,596,993 resident deaths were registered in the United States (over 7,000/day).
- The age-adjusted death rate, which accounts for the aging of the population, was 731.9 deaths per 100,000 U.S. standard population.
- Life expectancy at birth was 78.8 years.

Based on data from the National Vital Statistics Reports, the chart below illustrates the breakdown of the leading diseases that contribute to U.S. deaths in 2013 (National Vital Statistics Reports, Vol. 64 No. 2, February 16, 2016).

Ranking	Disease Category	Number of deaths
	All causes	2,596,993
1	Diseases of heart	611,105
2	Malignant neoplasms	584,881
3	Chronic lower respiratory diseases	149,205
4	Accidents	130,557
5	Cerebrovascular diseases	128,978
6	Alzheimer's disease	84,767
7	Diabetes mellitus	75,527
8	Influenza and pneumonia	56,979
9	Nephritis, nephrotic syndrome, and nephrosis	47,112
10	Suicide	41,149
11	Septicemia	38,156
12	Chronic liver disease and cirrhosis	36,427

13	Essential hypertension and hypertensive renal disease	30,770
14	Parkinson's disease	25,196
15	Pneumonitis due to solids and liquids	18,579
16	Other causes	527,554

In the above chart "other causes" equates to over 527,554 people who died in 2013. Hospital errors, medication reactions, over or under nutrition, and complications also contribute to this number. Hidden in this number and all the causes of death above, are the people who died from the effects of the aging process, who would have recovered if their immune system and other natural biologic repair mechanisms were enhanced to the level it was at youth.

The diseases listed above have contributed to a quintupling of health care expenditures per capita in the U.S., rising from $3,788 in 1995 to $9,403 in 2014, according to the World Bank. By 2022, expenditures are expected to soar to $14,664, according to an estimate from the Centers for Medicare & Medicaid. Total national health expenditures are projected to total $5.0 trillion and reach 19.9 percent of gross domestic product by 2022, up from 13.2 percent in 2000.

During that time, retail outlet sales of medical products, including prescription drugs, rose at a much more rapid pace than other health care costs. We expect this trend to continue through the next decade. In 2012, the Centers for Medicaid & Medicare estimated that sales of medical products will rise from $350.8 billion in 2012 to $609.4 billion in 2022. This includes an increase in prescription drugs from $260.8 billion to $455.0 billion during that same time period.

Throughout the last half of the 20th century, the international medical community has invested heavily in interventions that treat these aging-related diseases and conditions. More recently, the medical community has introduced significant advancements designed to delay the onset of aging-dependent health challenges, and research is proceeding that may lead to the prevention or cure of certain age-dependent chronic diseases.

In addition, beyond the therapeutic and diagnostic treatments noted here, there are significant markets developing around products that enhance physical appearance, vitality, sexual capacity and other "quality of life" concerns that may not pose life-threatening medical issues to an aging population.

The desire to look younger, feel younger, and maintain an active, healthy and independent life is driving significant interest and purchasing of a range of "anti-aging" products.

Longevity Market Segments

The longevity market in which we seek to support and develop age-reversing therapeutic technologies: include regenerative treatments such as systemic stem cell therapeutics; enabling technologies and services that have aging-related applications such as plasma protein treatments, genomics, artificial intelligence, and pharmaceuticals. While these market segments are experiencing dramatic growth as a result of the scientific discovery and the dynamics of an aging population capable of financially supporting such innovation, we are most interested in making selective acquisitions of human age-reversing medical technologies in opportunities that are based on sound, emerging, protectable intellectual property that may provide a competitive edge for an extended period of time. At the same time, we intend to balance market opportunity with the challenges of regulatory approval, technology maturation time, and other issues that could affect our efforts to achieve commercial viability.

Rejuvenation Therapies

Immune function declines with aging, which leads to an increased vulnerability to infectious diseases. In addition, autoimmune diseases become more prevalent. Immune senescence has been linked to respiratory illness, diabetes, cardiovascular disease, inflammation, Alzheimer's disease, cancer and the aging process itself. The infectious burden carried by an individual as they endure a lifetime of bacterial and viral invasions may accumulate and also wear down the immune system with aging. We plan to focus on ways to bolster the tired immune system in people over age 60. Projects involving novel compounds are in discussion for research and development investments with the aim of offering the public new effective immune support therapies.

One promising tissue rejuvenation project we intend to consider investing in is a proprietary method of rejuvenating the aged thymus. The thymus is a critical organ for immune system function, being the primary site of T-cell development. The thymus is known to shrink and degenerate throughout life, a process known as "involution". Through our contacts with scientists in the industry, we have identified a very interesting prospect for meaningful rejuvenation of the aged thymus in older individuals, using a method that has a relatively simple and inexpensive regulatory approval pathway.

Enabling Technologies and Services with Aging-Related Applications

The process of unraveling the genotype/phenotype relationships that affect a person's lifespan and susceptibility for aging-dependent diseases has only just begun. There are several major areas of opportunity in this field which include:

- ***Plasma protein treatments.*** In human plasma, there is numerous signaling proteins, including cytokines, growth factors, chemokines, and other paracrine factors, which substantially determine whether cells grow, proliferate, or senesce. Increasing scientific evidence supports the possibility that manipulating these plasma signaling proteins can have dramatic effects on cellular function, wound healing, stem cell differentiation, and tissue function. A few projects of interest to us include testing treatments in humans which alter the aged signaling environment in blood plasma of elderly humans to more closely resemble that of plasma in young humans, thereby having potentially systemic, profound, and positive effects on tissue function in the elderly. We have identified at least one research group with a promising method of addressing the age-related changes in the signaling proteins in human plasma, and we intend to consider making an investment in this technology to advance its human clinical testing.

- ***Bioinformatics***. Bioinformatics is the computer-assisted data management discipline that assists in accumulating, analyzing and representing biological processes. Emerging in the 1990s, this field is accelerating the drug discovery and development process via *in vitro* and *in vivo* testing processes. The major task of bioinformatics is utilizing computing power to convert the complexity of the genetic codes of the human genome into useful information and knowledge that could be harnessed to understand the aging process and its attendant diseases. Included in this category are applications of artificial intelligence. Our AgingPortfolio.org database is expected to enhance this effort and provide a competitive edge for the Company to find promising research and development opportunities.

- ***Genomics***. Genomics compares complete genomes between different people or species. A major goal of genomics research is to determine which genes in humans are related to and/or predispose individuals to particular diseases. Genomics has revolutionized the pharmaceutical industry, moving drug discovery and development based on medicinal chemistry to designing and developing drugs based on information provided by genomics. Nearly all pharmaceutical companies have developed in-house genomics divisions or have formed partnerships with genomics firms. ART intends to assist and partner with research companies specializing in gene therapy for the purpose of modulating relevant aspects of age-related genomic changes.

- ***Single Nucleotide Polymorphisms***. A growing segment of the market is single nucleotide polymorphisms (SNPs). SNPs are genetic reagents that can be used for mapping genes (in the drug discovery paradigm) and in pharmacogenomics (for gaining an understanding of and ultimate prediction of individual metabolic response based upon genetic variation). In the near term, SNPs could potentially optimize clinical trials through patient stratification. In the long term, we believe SNP genotyping can be deployed in other market segments, including pharmacogenomics, molecular diagnostics and predictive medicine.

- ***Proteomics***. The field of proteomics is emerging as a natural successor to the human-genome project. Genes are basically the building instructions for proteins, the molecular workhorses of the body. Therefore, in order to understand how malfunctions can lead to disease and how to make new drugs and diagnostic tests, scientists will need a much more comprehensive understanding of proteins. Proteomics is not an end in itself; it is an enabling technology. We expect that proteomics will help the biopharmaceutical industry focus more quickly on relevant targets for both diagnostics and therapeutics and will help in understanding the complex biochemistry of disease.

- ***Other Molecular Tools and Service***. Without quicker, lower-cost, and better-designed means of high-volume genetic data evaluation, pharmacological developments could be halted by the backlog of analyses. Biochips

have become widespread as molecular biology tools. Biochips can be likened to semiconductors. Except instead of having electronic circuits, they have biological material, DNA, RNA or protein attached to the surface of a chip, which can be glass, silicon or plastic. The type of biochip depends upon the material attached to the chip. There are currently three main types of biochips: DNA chips, protein chips and lab chips. DNA chips, which are often referred to as microarrays, typically perform a large number of genetic tests on one biochemical sample. Protein chips, or protein microarrays, are able to detect numerous proteins from one sample. We intend to utilize various microarray technologies to speed up the process of ascertaining the value of promising new therapeutics for age-related degeneration.

- ***Telomere Science***. Cells normally can divide only about 50 to 70 times. Each time a cell divides, the telomeres of our cellular DNA get shorter. When they get too short, the cell can no longer divide and becomes "senescent" or dies. This shortening process disrupts our genetic data and is associated with aging, cancer, and death. Telomeres have been compared with the plastic tips on shoelaces, because they keep chromosome ends from fraying protecting important genetic information in our chromosomes. We plan to explore the use of artificial intelligence combined with pharmaceutical expertise to ascertain possible effective telomerase activators.

Pharmaceuticals

Annual global spending on medicines will reach over an estimated $1.2 trillion in 2016. During the last decade, pharmaceutical companies introduced over 150 new medicines targeting the diseases of aging. Pharmaceutical researchers are currently working on hundreds of new medicines that tackle the major causes of disability among seniors. In 2015, global sales of cardiovascular drugs will exceed $112 billion by 2015 as reported by Global Industry Analysts, Inc. According to IMS Health, Inc., sales in 2015 for drugs to treat osteoporosis reached $13 billion, and the global market of autoimmune drugs was $32 billion.

Overall, the over-65 population consumes three times as many pharmaceuticals as younger patients do. The industry's relatively high growth rate and profitability has attracted significant R&D investments for new product discovery and development. The pharmaceutical industry invests a higher percentage of sales revenues in R&D than any other industry. The leading global pharmaceutical companies include Pfizer, GlaxoSmithKline, Merck, AstraZeneca, Bristol-Myers Squibb, Novartis, Johnson& Johnson and Aventis. During the next five years, the industry expects to see a surge of innovative medicines as well as technology-enabled advances that will deliver measurable improvements to health outcomes. With these advances, we expect to play a role in development of new therapeutic technologies that will increase healthy lifespan and reverse age related degeneration.

Topical Dermatological Treatments

Topical delivery of therapeutic drugs offers a promising way to provide the benefits of new compounds in a convenient dose measured easy to use method. Age Reversal Therapeutics has identified several compounds to test via topical delivery methods. ART will explore the feasibility and benefits of such topical pharmaceuticals and test their effectiveness for various parameters associated with aging. In some cases, compounds which may offer anti-aging benefits systemically, may offer topical age reversal benefits as well. Management at ART is in negotiations for one of these compounds. As more are identified, management may decide to either license them to third parties for commercial development, or pursue commercialization.

Biologics

Growth factors are cytokines that signal processes between cells stimulating growth, healing and differentiation. With aging, concentrations of these key signaling molecules change dramatically, along with the function of organs and cell processes they influence. Peptides are amino acid sequences that trigger a series of intracellular signaling cascades leading to biological activities. Age Reversal Therapeutics is in discussion with a group over a novel endocrine peptide compound which positively influences cells and tissues. Already studies have shown bioactivity such that the compound can improve immune function, wound healing, diabetes profiles and cardiovascular health.

AgingPortfolio.org

The International Aging Research Portfolio (IARP) at AgingPortfolio.org may be commercialized by offering several value propositions:

The www.AgingPortfolio.org website that is expected to provides analytical services to scientists and general public interested in accessing biomedical advances before they get published in biomedical literature. Suitable advertising integrated into this website is expected to serve as a possible source of revenue.

Subscription services to premium content and customized research reports

- Analytical and investment reports on longevity science
- Ratings of scientists, non-profit and for-profit institutions
- Trends analysis

Direct marketing services

- When a scientist or an organization receives a large multi-million grant, it may be possible to offer certain products and services even before funding becomes available by predicting the needs and requirements of the group
- Understanding performance of individual scientists based on funding, publication and clinical performance may help provide substantial value to hiring managers

Acquisition Strategy

We intend to implement the following strategies to identify and acquire age-reversing therapeutic technologies that we identify as having potential for commercialization.

Deal Sourcing. We believe our proprietary AgingPortfolio.org data analytics, combined with the experience of our executive management and board of directors, may provide us with opportunities to license, develop, and commercialize age-reversing technology and therapies. Age-reversal studies and other age-reversing technologies may come to the attention of our executive management from many sources, including our data analysis team at AgingPortfolio.org, and from research teams we are acquainted with, prior deal participants, prospective management teams, entrepreneurs, scientific advisors, industry organizations, corporate development professionals, financial institutions, high net worth and institutional investors and service professionals, and the scientific and medical community. This collection of business, financial, and technical sources also increases the network of potential opportunities for our company.

Evaluation of Age-reversing Technologies. Prospective age-reversing technologies will be evaluated by our executive management based upon the selection criteria established by us from time to time. The following are typical of the criteria that we may utilize to analyze prospective age-reversing technologies:

- Innovative proprietary technology, specialized expertise or maturing technologies that may have a competitive advantage or head start entering the market and with the potential to reverse biological aging, prevent/reverse senescent disorders, and extend human lifespan; and
- Our ability to obtain rights to the intellectual property that is expected to allow us, either alone or in cooperation with others, to develop therapies in-house, partner with other expert groups and provide late-stage funding to companies with validated age reversal models that can be rapidly transitioned into the clinical arena.

Structure of Investments. Our technology acquisitions are expected to be structured in negotiated, private transactions directly with the owner(s) of each technology, whether they be individuals, universities, or corporations. Acquisitions of the technology may take the form of partnerships, license and marketing rights or acquisition of securities. The securities acquired may include common stock and preferred stock convertible into common stock, as well as secured

debt securities convertible into common stock, but may also include a combination of equity and debt securities and warrants, options, and other rights to acquire such securities, or limited partnership or joint venture interests. We may also make bridge loans to prospective acquisition candidates to address temporary cash flow needs.

In addition to structuring the transaction in terms of price, type of security, restrictions on use of funds, commitments or rights to provide additional financing, we will seek to negotiate into the structure provisions providing our involvement in the investee company's business and liquidity, including terms and provisions such as pre-emptive rights, board representation, anti-dilution protection, and protective and voting rights. In cases where we are investing in promising technologies with incomplete or weak management teams and/or incomplete business plans, we will endeavor to negotiate rights to build or strengthen management teams, complete the business plans and generally incubate the companies.

Follow-On Investments. After the initial investment, we anticipate that we will typically provide additional or follow-on financings for an investee company. Follow-on investments may be made pursuant to rights to acquire additional securities or otherwise to increase our ownership position in a successful or promising company. We may also be called upon to provide follow-on investments for a number of other reasons, including providing additional capital to a company to implement its business plan, to validate the technological proof-of-principle, to procure intellectual property positions, to support research and development, to create infrastructure and business development, or to prepare the company for a possible sale or spin-off to a publicly traded company and meeting its corporate governance and eligibility requirements.

Average Investment. The amount of investment committed to any one technology and the ownership percentage received may vary depending on the maturity of the technology, the quality and completeness of the management team, the perceived business opportunity, the capital required compared to existing capital, and the potential return.

Co-Investments. Although we may make capital investments as a sole investor, particularly in initial investments in early stage companies, and will generally seek to be a lead investor in technology we acquire, we may from time to time seek other venture capital groups to serve as either a lead or co-investor. We may also seek to co-invest with others. While co-investing may be a minor component of our overall investment strategy, we believe it is an integral one. ART may develop specific funds to acquire, research, or invest in companies that are already down a path of development and commercialization of promising age-reversal therapeutic interventions.

Active and Continuous Participation. Once an investment is made, success often depends on the active and significant participation and influence we have on major business decisions related to the development of the technologies we may acquire. Our executive management plans to maintain oversight over the development of the technologies we may acquire including close supervision of such matters as research and development milestones, budgets, profit goals, business strategy, financing requirements, management additions and replacements, and disposition strategy. In addition to this monitoring and participation, we intend, where necessary, to provide infrastructure guidance by delivering access to appropriate research universities and non-profit organizations, collaborative technologies, and service organizations such as lawyers for corporate and intellectual property advice, and accountants.

Exit Strategy. We plan to exit most of our investments in selected technologies in four to six years after the initial investment, depending on the circumstances specific to a given technology. We intend to capitalize on the most prudent exit alternative to maximize capital appreciation and value to our shareholders while leaving the company with sufficient capital to pursue additional age reversal initiatives. Our investments will generally be illiquid until the occurrence of certain liquidity events, such as out-licensing, initial public offering, or a merger or other sale of assets.

Government Regulation

Some of our planned operations will be subject to regulation by various United States federal agencies and similar state and international agencies, including the FDA, the Federal Trade Commission ("FTC"), the Department of Commerce, the Department of Transportation, the Department of Agriculture and other state and international agencies. These regulators govern a wide variety of production activities, from design and development to labeling, manufacturing, handling, selling and distributing of products. From time to time, federal, state and international legislation is enacted that may have the effect of materially increasing the cost of doing business or limiting or expanding our permissible activities. Furthermore, since we have not yet acquired any age-reversing technologies nor have we begun the process of commercializing any of these technologies, we cannot predict whether or when current or potential legislation or

regulations will be enacted, and, if enacted, the effect of such legislation, regulation, implementation, or any implemented regulations or supervisory policies would have on our financial condition or results of operations. In addition, the outcome of any litigation, investigations or enforcement actions initiated by state or federal authorities could result in changes to our operations being necessary and in increased compliance costs as we strive to satisfy all governmental requirements.

Advertising Regulation

While we do not intend to market any dietary supplements, if a dietary supplement were shown to reverse biological aging and we begin to market dietary supplements, then, in addition to FDA regulations, we would become subject to FTC regulations involving the advertising of dietary supplements, foods, cosmetics, and over-the-counter, or OTC, drugs. In recent years, the FTC has instituted numerous enforcement actions against dietary supplement companies for failure to adequately substantiate claims made in advertising or for the use of false or misleading advertising claims. These enforcement actions have often resulted in consent decrees and the payment of civil penalties, restitution, or both, by the companies involved. We may be subject to regulation under various state and local laws that include provisions governing, among other things, the formulation, manufacturing, packaging, labeling, advertising and distribution of dietary supplements, foods, cosmetics and OTC drugs. In addition, The National Advertising Division of the Council of Better Business Bureaus (the "NAD") reviews national advertising for truthfulness and accuracy. The NAD uses a form of alternative dispute resolution, working closely with in-house counsel, marketing executives, research and development departments, and outside consultants to decide whether claims have been substantiated.

As we expand our business and begin the commercialization of technologies we plan to acquire, we will allocate a portion of our working capital to cover the expected increase in costs to hire and train additional internal and external resources to ensure we remain in substantial compliance with our regulatory obligations.

Competition

The biotechnology industry is characterized by rapidly evolving technology and intense competition. Our competitors include startup, development-stage, and major commercial companies seeking to acquire technologies, and offering services, techniques, treatments and services for developing, producing and marketing age-reversing therapies. Some of these companies are well established and possess technical, research and development, financial, manufacturing, reputational, regulatory affairs, and sales and marketing resources significantly greater than ours. In addition, many smaller biotech companies have formed strategic collaborations, partnerships and other types of alliances with larger, well-established industry competitors that afford these companies' potential research and development and commercialization advantages in product areas currently being pursued by us. Academic institutions and other public and private research organizations are also conducting and financing research activities which may produce products and processes directly competitive to those being commercialized by us. Moreover, many of these competitors may be able to obtain patent protection, obtain FDA and other regulatory approvals and begin commercial sales of their products or therapies before we do.

Employees

As of the date of this memorandum, and for the initial startup period through December 2016, to save cost and direct more funds toward supporting research, ART will have no full-time employees. Executive decisions will be made and projects overseen by a consortium of individuals pledged to developing validated methods to reverse biological aging in humans. This consortium includes the Board of Directors, executive management, and our Scientific Advisory Board. This management committee will provide perform its services at relative low costs to the company, thereby enabling the company to make maximal expenditures of its funds to the research scientists. From time to time, we may employ independent consultants or contractors to support our development, marketing, sales and support, and administrative needs. Our employees are not represented by any collective bargaining unit.

Properties

We do not own any real estate or other physical properties materially important to our operation. Our headquarters are located at 401 E Las Olas Blvd, Suite 1400, Ft Lauderdale, Florida 33301. We believe that our office facilities are suitable and adequate for our business as it is contemplated to be conducted.

EXECUTIVE OFFICERS, DIRECTORS AND SCIENTIFIC ADVISORY BOARD

Set forth below are the names of our directors, executive officers and key consultants and their principal occupations at present and for at least the past five years.

Name	Position
William J. Faloon	Executive Chairman of the Board of Directors
Patricia Riley	Chief Executive Officer and Director
Maximus V. Peto	Chief Financial Officer and Director
Douglas F. Gass	Chief Operating Officer
Arthur K. Balin, MD, PhD, FACP	Chief Medical Director
Alex Zhavoronkov, PhD	Chief Science Officer
Benjamin Best	Director
James Riley	Director

Our Directors are appointed by the two majority shareholders of our company as provided for in the Shareholders Agreement (as defined herein) and as provided for in our Articles of Incorporation and bylaws and hold office until removed from office in accordance with our bylaws and the Shareholders Agreement. See "Description of Our Securities". Our officers are appointed by our Board of Directors and hold office until removed by the Board.

William Faloon. Mr. Faloon is a co-founder of the company and was appointed as Chairman of the Board of Directors in July 2016. In 1977, Mr. Faloon founded the Life Extension Foundation (formerly, Florida Cryonics Association), a non-profit corporation that has grown to one of the world's largest and most recognized organizations relating to longevity research. Since its inception, Life Extension Foundation has contributed over $175 million to a variety of biomedical research initiatives aimed at finding ways to slow aging, better treat degenerative disease, and eliminate involuntary death. Mr. Faloon is a co-founder of the Life Extension Buyers Club, a pioneering nutraceutical company recognized as a leader in the field of innovative longevity products. Life Extension Buyers Club provides its clients direct access to comprehensive blood testing and offers a range of complimentary services aimed at keeping clients in the best state of health. Life Extension formulates nutritional supplements, skin and personal care products, publishes a monthly magazine and engages in clinical research, all of which are designed to help people live longer and better. A tireless advocate of leveraging science and technology to improve the human condition, Mr. Faloon compiled a 1,500 page medical reference book in 2003 titled *Disease Prevention and Treatment* that provides novel information on over 110 common medical conditions that are overlooked by conventional medicine. Mr. Faloon has authored dozens of articles exposing how misguided policies of the FDA cause Americans to needlessly suffer and die. Many of these articles have been compiled into another book authored by Mr. Faloon titled *Pharmocracy: How Corrupt Deals and Misguided Medical Regulations Are Bankrupting America—and What to Do About It*. To promote healthy living and life extension, Mr. Faloon has made hundreds of media appearances over the years, including The Phil Donahue Show, Tony Brown's Journal, The Joan Rivers Show, ABC News Day One, and Newsweek, among others. In his role at Life Extension, Mr. Faloon writes extensively on the latest research on topics as diverse as how to reduce heart disease, slow systemic aging processes, and reverse dementia.

Patricia Riley. Ms. Riley is a co-founder of the company and was appointed as our Chief Executive Officer and a Director in July 2016. Ms. Riley has worked for over 40 years with physicians and scientists in the quest to bring forth products designed to slow aging. She is a scientist and holds ten patents. She is the Founder of Clientele, Inc. and MDR Fitness Corp. and has vast experience developing skin care and nutritional technologies to promote youthful skin and healthy longevity. She cofounded the first stem cell therapeutics workshop at University of Miami. Ms. Riley earned the Jacqueline Kennedy Award, Rising Star of QVC, Northwood University Outstanding Business Leader in 2009, participated in the 1980's on the Board of Stiefel Laboratories, served as a member of the QVC Vendor Advisory Board from 2003-2006 and was a member of the Northwood University Board of Governors from 2009 to 2013 and the Board of Trustees from 2013 to 2016. Ms. Riley is a Phi Kappa Phi Honor Graduate of the University of Florida, with a Bachelor of Science Degree in Food Science and Nutrition and received a Doctor of Laws (honoris causa) from Northwood University.

Numerous patents and innovations in technology were developed by Ms. Riley including: 1979 - oil-free moisturizers, 1982 – antioxidants as a "defense" against "oxidative aging", in skin care and nutritional formulas, 1983 – vitamins to nourish skin, hair, and nails from within, 1985 - AM/PM vitamin dosages for improved absorption and efficacy of water soluble nutrients, 1995 - Phytoestrogens in skin care to address hormonal decline, 1997 –Lotus seed compositions with

protein repair technology clinically proven to reverse signs of aging, 1999 – Nutritional formulas with aspirin for prevention of coronary heart disease, the primary cause of death in America, and 2016 - patented stem cell and growth factor technology to reverse visible signs of skin again factors to decrease signs of aging on the skin.

Maximus V. Peto. Mr. Peto was appointed as our Chief Financial Officer in July 2016. Since October 2015, Mr. Peto has been a scientific researcher at BioAge Labs, Inc., where he provided scientific database search, curation, project management, and scientific writing services for the company. In addition, Mr. Peto has been a project manager at Life Extension Foundation since June 2015 where he has been involved in the management of research projects on aging and human longevity enhancement and vetting of scientific research proposals for their potential to reverse the degeneration associated with human aging. Concurrently, Mr. Peto has been a Science Literature Analyst at SENS Research Foundation since August 2012 where he screens publications for relevance to SENS Research Foundation research objectives. In addition, from May 2010 to August 2012, Mr. Peto was a Biological Researcher at SENS Foundation where he was a recombinant protein biologist and protein chemist. Mr. Peto has been the Editor-In-Chief of a newsletter published by the Methuselah Foundation, called the *Rejuvenation Biotechnology Update* since January 2014 that covers longevity research and medical advancement for age-related diseases. From 2011 to 2013 Mr. Peto was the Chief Executive Officer at Invivokines, Inc., a company he founded that engaged in the identification of and development of cost-effective production methods for high-value cytokines (proteins) used in stem cell culture. From 2009 to 2010, Mr. Peto was an analytic chemist and lab technician and was previously a college accounting instructor in 2008 and an adjunct college lecturer on international management, business and accounting in 2007. In addition, Mr. Peto worked as a cost and staff accountant for Techneglas, Inc. in 2006, and as a regional financial statement accountant for Enterprise Rent-A-Car from 2006-2007.

Mr. Peto received a Bachelor of Business Administration from the University of Toledo and a Master of Business Administration from California State University.

Douglas F. Gass. *Mr. Gass* was appointed as our Chief Operating Officer in July 2016. Mr. Gass has had a diverse career over the last thirty years as a corporate consultant, investment banker, entrepreneur and corporate executive. Since 2010, Mr. Gass has been a member of Flow Capital Advisors, LLC, a business consulting company. From 1991 to 2001 Mr. Gass was a principal and co-founder of M.S. Farrell & Co. Inc., a New York based investment bank. From 1991 to 2001, Mr. Gass has held the position of Vice Chairman and served as a founding board member of Innapharma Inc. a biotechnology company engaged in late stage clinical trials of small chain peptide compounds to treat major depression. During his tenure at Innapharma, the company engaged in several rounds of private equity funding.

Mr. Gass holds a Bachelor of Science Degree in Psychology and Business from Flagler College.

Arthur K. Balin, MD, PhD, FACP, FAACS, FAAD, FACMS, FASDS, FASLMS, FASDP, FCAP, FASCP, FAAA, FRSM, FACN, FNACB, FFRBM, AGSF, FGSA, FMMS, FPCP was appointed as our Chief Medical Director in July 2016. Dr. Balin has been engaged in the field of medicine and research for over 45 years and has been interested in understanding the mechanisms that are responsible for the aging process. His research has employed techniques to examine and develop techniques to understand the role of oxygen and oxidative stress in human biology and to ameliorate cutaneous disease associated with the aging process. He served as the Executive Director of the American Aging Association from 1992 – 2008 and he was the Editor-in-Chief of AGE, the scientific Journal of the American Aging Association from 1992 – 2002.

Dr. Balin graduated from Northwestern University with Highest Distinction. He went on to complete his MD and PhD in Biochemistry at the University of Pennsylvania where he was a trainee sponsored by the NIH Medical Scientist Training Program. He did his residency in Internal Medicine at the Hospital of the University of Pennsylvania, and residencies in Dermatology and Dermatopathology at the Yale-New Haven Medical Center in Connecticut. Additionally, he trained at the Sammons Cancer Center at Baylor University in Dallas, Texas to become one of only a few hundred physicians fellowship trained and certified in Mohs Micrographic Surgery and Cutaneous Oncology.

Dr. Balin is currently board certified in seven medical specialties, four of which are standard AMA recognized Boards. They include Board Certification in Internal Medicine and in Geriatric Medicine from the American Board of Internal Medicine, Dermatology from the American Board of Dermatology, Dermatopathology from the American Board of Dermatology, and The American Board of Pathology. Three are newly established boards. They include Board Certifications in Dermatologic Cosmetic Surgery from the American Board of Cosmetic Surgery, Mohs Micrographic Surgery and Cutaneous Oncology from the American Board of Mohs Micrographic Surgery and Cutaneous Oncology,

and Anti-Aging Medicine by the American Board of Anti-Aging Medicine. He has studied acupuncture and is licensed as a physician acupuncturist in Pennsylvania. He initially studied hypnosis in the early 1970's with Dr. Martin at the University of Pennsylvania Medical School. He is a trainer and examiner in Conversational Hypnotherapy for the IAPCH (International Association of Professional Conversational Hypnotists).

He has held academic faculty appointments at The Rockefeller University, Yale-New Haven Medical Center, Cornell University Medical School, and Baylor University Medical Center. Dr. Balin has held clinical faculty positions at The Rockefeller University Hospital, The New York Hospital, Cornell University Medical College, and The Medical College of Pennsylvania and as a Professor at the Lankenau Institute for Medical Research in the Jefferson Health System, Philadelphia, PA. While at The Rockefeller University, he directed a laboratory for nine years where he conducted research on discovering molecular mechanisms that are responsible for the aging process. He has taught courses on dermatology, skin surgery, and anatomy and trained residents in dermatology and post-doctoral fellows in academic biomedical research. Before joining The Lankenau Institute for Medical Research, he was Clinical Professor of Dermatology and Research Professor of Pathology in The Medical College of Pennsylvania, which in now known as Drexel University School of Medicine.

Dr. Balin is an active member of more than 60 professional and academic societies. He has been elected to Fellowship in 18 medical and scientific societies. Some of the more clinically related societies include: Fellow, American College of Physicians; Fellow, American Academy of Cosmetic Surgery; Fellow, American Academy of Dermatology; Fellow, American Society of Dermatologic Surgery; Fellow, American College of MOHS Micrographic Surgery and Cutaneous Oncology; Fellows, American Society of Laser Medicine and Surgery; Fellow, The American Society of Dermatopathology; Fellow, College of American Pathologists; Fellow, American Society of Clinical Pathology; Fellow, American Geriatrics Society; Fellow, Gerontological Society of America; Fellow, American Society of Clinical Nutrition; Fellow, Philadelphia College of Physicians; and Fellow, Royal Society of Medicine.

Dr. Balin has received multiple awards for his outstanding medical achievements. They include: the Mosby Scholarship Award by the University of Pennsylvania School of Medicine; the Wilton H. Earle Award by the Society for In Vitro Biology; the Outstanding Achievement in Life Sciences-Advances in Clinical Medicine Award by the American Academy of Anti-Aging Medicine; the American Medical Association Physicians Recognition Award, the American Academy of Dermatology Continuing Medical Education Award; and the Quality Control Program in Dermatopathology awarded by the American Society of Dermatopathology. Furthermore, throughout his career he has been honored by being elected to membership in Phi Beta Sigma (scholastic honorary society), Phi Beta Kappa (scholastic honorary society), Alpha Omega Alpha (medical honorary society), and Sigma Xi (scientific honorary society). In 2009, he was honored by the American Aging Association by having an annual medically related session named the Arthur Balin Plenary session. He has authored several books, one for the lay public entitled The Life of the Skin which was named one of the ten best medical books of 1998 by Amazon.com. He was also recognized as one of Philadelphia's Top Doctors by Main Line Today. He was awarded Lifetime Membership in the American College of Mohs Surgery in 2014 and an Honorary Lifetime membership award in the American Society of Dermatopathology in 2015. He has been listed in Who's Who in America since 2011.

Dr. Balin has authored over 135 research papers, chapters in medical textbooks and encyclopedias, abstracts, and electronic internet chapters. Dr. Balin has been interviewed about various subjects including skin cancer and aging on radio and television. His scientific papers are peer reviewed and focus on basic aging research, nutrition, wound healing, and clinical and experimental dermatology. He was one of the first scientists to grow human skin in the laboratory and to then take the skin and place it on wounds to help them heal. He serves on the editorial and scientific advisory boards of several journals and organizations. He served as the Executive Director of the American Aging Association from 1992 – 2008 and served as the founding curator of the Reference Dermatopathology Slide Library of the American Society of Dermatopathology from 1983 – 2015. He was the Editor-in-Chief of AGE, the scientific Journal of the American Aging Association from 1992 – 2002.

Besides attendance at numerous special conferences and workshops annually, Dr. Balin gives a number of invited lectures. He is continually pioneering research in the areas of molecular biology and the clinical aspects of aging. His specific clinical interests are the amelioration of cutaneous disease, including skin cancer, and progressive and new techniques for cosmetic surgery. Dr. Balin is Medical Director of The Sally Balin Medical Center for Dermatology and Cosmetic Surgery and The Sally Balin Ambulatory Surgical Center in Media, PA. These Facilities are located in suburban Philadelphia and provide state of the art technology for the diagnosis and treatment of skin cancer, cosmetic improvement of aging skin, cosmetic surgery, liposuction surgery, and longevity medicine. Dr. Balin is currently on staff

at the Crozer-Chester Medical Center in Upland, PA and Riddle Memorial Hospital in Media, Pa, and continues to pursue active biomedical aging research in the research facilities of The Sally Balin Medical Center.

Alex Zhavoronkov, PhD. Dr. Zhavoronkov was appointed as our Chief Science Officer in July 2016. Having extensive background in GPU computing and bioinformatics, Dr. Zhavoronkov pioneered the applications of artificial intelligence to drug discovery, biomarker development, nutraceutical efficacy screening and aging research. Before switching his focus to aging research in 2004, he served as the director of Central and Eastern Europe at ATI Technologies, the publicly-traded leader in computer graphics processing technology acquired by AMD (Nasdaq: AMD). Since 2008 he has been the Director and Chief Science Officer of the Biogerontology Research Foundation, a UK-based registered charity supporting aging research worldwide. He is also the CEO or Insilico Medicine, Inc. headquartered at the Emerging Technology Centers at the campus of the Johns Hopkins University in Baltimore. The company is focusing on applying deep learning and advanced signaling pathway activation analysis to drug discovery and drug repurposing for aging and age-related diseases. His Aging.AI served as the first proof of principle for applying deep neural networks to estimating human chronological age and the joint program with Biotime, Inc. called Embryonic.AI is the first deep learned predictor or embryonic state of any human tissue. He is also the director of the International Aging Research Portfolio (IARP) knowledge management project and head of the Regenerative Medicine Laboratory at the Federal Clinical Research Center for Pediatric Hematology, Oncology and Immunology, one of the largest children's cancer centers in the world performing over 300 bone marrow transplantations annually since 2012. He is the adjunct professor of the Moscow Institute of Physics and Technology and heads NeuroG, a neuroinformatics project intended to assist the elderly suffering from dementia. Since 2010, Dr. Zhavoronkov published over 60 research papers in peer-reviewed journals and several popular books including "*The Ageless Generation: How advances in biomedicine will transform the global economy*" (Palgrave Macmillan, 2013). He helped organize over 30 research conferences including the annual Practical Applications of Aging Research Forum at the Basel Life Science Week, one of Europe's largest industry events in drug discovery. He is the associate editor of the genetics of aging section of Frontiers in Genetics journal.

Dr. Zhavoronkov earned two Bachelor Degrees from Queen' s University, a Masters in Biotechnology from Johns Hopkins University and a PhD in Biophysics from the Moscow State University.

Benjamin Best. Mr. Best was appointed as a director of our company in July 2016. Since 2012, Mr. Best has been the Director of Research Oversight at Life Extension Foundation where he calls on his deep background and experience in cell biology and research in cancer and Alzheimer's disease. From 2003 to 2012 Mr. Best was the President and Chief Executive Officer of Cryonics Institute. From 1987 to 2003, Mr. Best was a Senior Programmer and Analyst at Scotiabank. In addition, Mr. Best has taught courses in computer programming and had been a pharmacist early on in his career. Mr. Best has achieved a variety of academic certifications that include: Logic Controllers Technician 2004, George Brown College, Advanced Mechanical Eng. Tech. 2003, Ryerson Polytechnic University, Mechanical Engineering Technology 2001, Ryerson Polytechnic University, Programming Certificate 1998, Ryerson Polytechnic University, BBA (Accounting, Finance & Math) 1987, Simon Fraser University, Bachelor of Science (Computing Science & Physics) 1987, Simon Fraser University, Bachelor of Science (Pharmacy) 1974, University of British Columbia. Mr. Best is a member of or holds professional certifications in the following: American Association for the Advancement of Science, Aging Association Scientific Member, American Mensa Member (Lifetime Member), Pharmacy Examining Board of Canada Certificate, a Professional Registered Parliamentarian and a former member of the Association of Computing Machinery and former instructor at the Canadian Red and CPR instructor at Heart & Stroke Foundation of Ontario. Papers published by Mr. Best include: "*An Empirical Study of Some Pattern Matching Algorithms*", CIPS Congress '85, Montreal, Quebec, Canada; "*Nuclear DNA damage as a direct cause of aging*" REJUVENATION RESEARCH June 2009 Vol 12, Issue 3; "*Scientific justification of cryonics practice*" http://www.ncbi.nlm.nih.gov/pubmed/18321197; and "*Cryoprotectant Toxicity: Facts, Issues, and Questions*" REJUVENATION RESEARCH October 2016 Vol 18, Issue 5. Mr. Best maintains a collection of his personal writings including topics on the mechanisms of aging at www.benbest.com.

James Riley. Mr. Riley was appointed as a director of our company in July 2016 and brings over 20 years of leadership and investment experience in the technology industry. Mr. Riley is the CEO of iCare.com, a provider of on-demand Electronic Health Record (EHR) software, which he founded in 2011 to create a cloud-based health information management service for hospitals, clinics, and physician practices. Previously, Mr. Riley founded Learn.com, a cloud-based Human Capital Management provider where he acted as Chairman & CEO and led the company to customer success, analyst acclaim and product innovation that culminated in its sale in 2010. Mr. Riley received a Bachelor of Science Degree in Systems Engineering from the University of Florida and is a graduate of the Air National Guard Academy of Military Science. He served as a fighter pilot in the U.S. military and is a lifetime member of the Air Force

Association. Mr. Riley currently serves as a Trustee and member of the Audit Committee of the private preparatory Pine Crest School with campuses in Fort Lauderdale and Boca Raton, Florida.

There are no family relationships among any of our executive officers and directors except for Mr. Riley who is the brother of Pat Riley.

Employment Agreements with Executive Officers

Except as noted below, we have no employment agreements with any of our executive officers who are "at-will" employees or consultants to our company. The following is a summary of the compensation of our executive officers:

Equity Incentive Plan. We have reserved 1,000,000 shares of our common stock that will be awarded pursuant to the terms of an equity incentive plan. This plan may provide for the grant of restricted stock awards, deferred stock grants, stock appreciation rights, stock awards and/or the award of stock options. The purpose of the proposed equity incentive plan is to advance the interests of our company by providing an incentive to attract, retain and motivate highly qualified and competent persons who are important to us and upon whose efforts and judgment the success of our company may be dependent. The recipient of any grant under the equity incentive plan, and the amount and terms of a specific grant, will be determined by our Board of Directors.

Patricia Riley. On July 25, 2016, we entered into an employment agreement with Ms. Riley to serve as our Chief Executive Officer for a term that expires on July 27, 2019. As part of the formation and organization of our company we agreed to issue 2,500,000 shares of our common stock to LifeSpanXL, LLC, a company wholly owned by Ms. Riley in exchange for the contribution of certain property rights contributed to our company upon its formation. The employment agreement provides for a base annual salary of $150,000 commencing on the earlier of January 1, 2017 or upon the Company having received no less than $5,000,000 in investment capital from one or more parties that are not affiliates of our majority shareholder Life Extension Age Reversal Project, LLC. Ms. Riley is also entitled to participate in any health and other benefits that are available to all other employees of the Company on the same basis as our other employees. Currently, we do not offer any such benefits. Furthermore, Ms. Riley is also entitled to appoint one member to our board of directors.

Each year during the term of her employment, Ms. Riley is entitled to an award of ten-year stock options to purchase 1.25% of the aggregate issued and outstanding equity capital of our company at an exercise price equal to the current valuation of our common stock as reasonably determined by our board of directors. Further, we agreed to pay Ms. Riley's business expenses incurred in connection with her employment consistent with our expense reimbursement policies and reimburse her for legal expenses incurred in connection with the drafting of her employment agreement. We agreed to indemnify Ms. Riley to the fullest extent provided under Florida law and obtain liability insurance in an amount to be determined. We agreed to procure key man life insurance covering Ms. Riley with the proceeds used for ALCOR Life Extension Foundation membership and any remaining funds paid to us.

Ms. Riley's employment may be terminated by us for cause as defined in the employment agreement or death or disability. If, however, Ms. Riley's employment is terminated by us without cause, or she resigns for good reason as defined in her employment agreement, she is entitled to be paid her compensation accrued through the date of termination and her base salary for a period of one year after termination provided she executes a release and non-disparagement agreement in a form satisfactory to us. During the term of his employment and for a period of two years thereafter, Ms. Riley agreed to (i) refrain from soliciting clients, suppliers and others with who we have a business relationship with and our employees and consultants (ii) commercializing any discovery that we are developing, funding or have evaluated excluding certain nutritional supplements and activities related to her businesses prior to joining our company. In addition, Ms. Riley agreed to keep certain information of the Company confidential and we mutually agreed to refrain from engaging in any disparaging conduct during the term of her employment and thereafter.

Arthur K. Balin, MD, PhD, FACP. We agreed to award to Dr. Balin a stock option to purchase 100,000 shares of our common stock at a price of $5.00 per share as compensation of our Chief Medical Director. The option vests with respect to 50,000 shares on September 1, 2017 and with respect to 50,000 shares on September 1, 2018. The options are exercisable for a period of ten years after the award date.

Alex Zhavoronkov, PhD. We agreed to award to Dr. Zhavoronkov a stock option to purchase 100,000 shares of our common stock at a price of $5.00 per share. The option vests with respect to 50,000 shares on September 1, 2017 and

with respect to 50,000 shares on September 1, 2018. The options are exercisable for a period of five years after the award date.

Director Compensation

Except for directors who are our employees (Ms. Riley), our directors do not receive any compensation as directors and there is no other compensation being considered at this time.

Consulting Agreement with Life Extension Foundation

As compensation under the terms of a three-year consulting agreement we plan to enter into with Life Extension Foundation, we agreed to issue each year during the term of the agreement a ten-year stock option to purchase 1.25% of the aggregate issued and outstanding equity capital of our company at an exercise price equal to the current valuation of our common stock as reasonably determined by our board of directors.

OWNERSHIP OF EXECUTIVE OFFICERS, DIRECTORS AND PRINCIPAL SHAREHOLDERS

The following table sets forth, as of the date of this Memorandum, information concerning ownership of our Shares by:

- Each person who beneficially owns more than five percent of the outstanding Shares;
- Each of our directors;
- Each of our executive officers; and
- All directors and executive officers as a group.

Shareholders (above 5%)	Number	Percent[(1)]
Life Extension Age Reversal Project, LLC[(2)]	6,500,000	72.2%
LifeSpanXL, LLC[(3)]	2,500,000	27.8%

Individual Participants or Beneficial Owners	Shares Beneficially Owned	
	Number	Percent[(1)]
William J. Faloon[(2)]	0	0
Maximus V. Peto	0	0
Douglas F. Gass	0	0
Arthur K. Balin, MD, PhD, FACP	0	0
Alex Zhavoronkov, PhD	0	0
Benjamin Best	0	0
James Riley	0	0
Patricia Riley[(3)]	2,500,000	27.8%
All Directors and Executive Officers as a group (8 people)	2,500,000	27.8%

(1) Based on 9,000,000 shares of common stock issued and outstanding.

(2) Mr. Faloon is one of five members of the board directors of of Life Extension Foundation, Inc. ("LEF") which is the sole member and manager of Life Extension Age Reversal Project, LLC, a Delaware limited liability company ("LEARP"). Mr. Faloon does not have voting or dispositive control over the shares owned by LEARP. Further, Mr. Faloon disclaims beneficial ownership of our common stock owned by LEARP and this disclosure shall not be deemed an admission that Mr. Faloon is the beneficial owner of such shares for purposes of this memorandum or any other purpose.

(3) Shares owned by LifeSpanXL, LLC, a Florida limited liability company ("LifeSpanXL"). Ms. Riley has voting and dispositive control over the shares owned by LifeSpanXL.

THE OFFERING

This summary of the Offering, and any documents relating to the Offering summarized herein, is incomplete and may not be relied upon by any investor and/or their advisors without a complete reading of all transaction documents and a comprehensive understanding of their contents.

The Offering

Commencing on the date of this Memorandum, we are offering to sell in one or more closings, a maximum of 5,000,000 Shares (up to 6,000,000 Shares if the over-allotment option is fully subscribed) (the "Maximum Offering") at a price of $5.00 per Share on a best efforts basis for an aggregate offering of $25,000,000 ($30,000,000 if the over-allotment option is fully subscribed) (the "Offering"). The Offering is being made on a "best efforts" basis through our officers and directors without the use of any underwriter or placement agent. No fees will be paid to any of our officers or directors in the sale of any shares of our common stock sold pursuant to this Memorandum. The net proceeds of the Offering to the Company are expected to be $25,000,000 ($30,000,000 if the over-allotment option is fully subscribed) if the Maximum Offering is sold.). See "Use of Proceeds".

The Shares offered hereby may be purchased in a minimum subscription amount of $25,000. The Company, in its sole discretion, may sell less than the minimum subscription amount to any subscriber of the Shares offered hereby. The Board of Directors, executive officers, employees of the Company may participate in the Offering.

The Offering will be made pursuant to exemptions from registration provided by Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder and exemptions available under applicable state securities laws and regulations. The Shares will be offered for sale only to individuals who are accredited investors and who satisfy the requirements set forth under "Investor Suitability Requirements." The Company reserves the right to reject any subscriptions in whole or in part in its sole discretion.

The Shares offered hereby have not been registered under the Securities Act, or any state securities laws. In offering and selling the Shares without registration under the Securities Act, the Company intends that all offers and sales of Shares shall be in compliance with the exemptions from registration provided by Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder. Purchasers of securities offered under Regulation D are required to make the representation that they are acquiring such securities for their own account for investment purposes and not with a view to resale or distribute such securities. Purchasers of Shares will be receiving "restricted securities" as defined in Rule 144 promulgated under the Securities Act. Under federal and state law, the Shares may not be resold or otherwise transferred by purchasers except pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or upon satisfactory proof of the availability of an exemption from such registration. The Company is under no obligation to register the Shares or to take any action to facilitate resales under any exemption from the registration requirements of the Securities Act (which is not expected to be available), or under any other exemption from the registration requirements of the Securities Act or under any other state securities laws. Because of limitations imposed by certain state securities laws, the Company may be required to register the Shares offered hereby or may be subject to certain other requirements in those states in which offerees who submit subscriptions for the Shares are located. These requirements may result in a delay in or preclude the issuance of the subscribed Shares. The Company therefor reserves the right to register such Shares or to undertake certain other obligations in order to comply with applicable state securities laws or to reject any subscription which could impose burdensome restrictions on the Company.

An investor may be unable to liquidate his, her or its investment in the Shares promptly or on acceptable terms, if at all, and must be able to bear the economic risk of the investment for an indefinite period of time. A legend in the form described below under "Private Placement" will be placed on each certificate representing the Shares sold in the Offering, stating that the Shares may not be transferred without such registration or an exemption therefrom. Any permitted transferee will also be subject to restrictions on transfer.

Subscription Period

The Offering will commence on the date of this Memorandum and (unless extended by the Company at its discretion) will terminate on the earlier of (i) December 31, 2016, or (ii) the Company accepting a number of

subscriptions equal in the aggregate to the maximum amount offered pursuant to this Memorandum. The Company may terminate the Offering at any time.

Subscription funds from investors will initially be placed in an escrow account maintained by our law firm Legal & Compliance, LLC. During the Offering Period, subscriptions are subject to acceptance by the Company from time to time, and subscriptions need not be accepted by the Company in the order they are received. Upon acceptance by the Company of subscriptions from suitable investors, the initial closing and purchase of Shares will occur and the purchasers of such Shares will become shareholders of the Company. Thereafter, subsequent investors in the Shares will become shareholders of the Company at such subsequent closings as may be determined by the Company.

Each subscription will be accepted (subject to the foregoing) or rejected in whole or in part by the Company and, if rejected, all subscription funds will be returned to the investor without deduction and without any interest earned thereon. Upon consummation of the initial closing and any subsequent closings, certificates representing the Shares sold by the Company will be delivered as promptly as practicable to each of the investors whose subscriptions have been accepted.

If a prospective investor does not meet certain suitability requirements set forth in this Memorandum, such subscriptions will be promptly returned to investors without deduction and without any interest earned thereon. If a person subscribes and his, her or its subscription is rejected by the Company, the funds furnished by such person, or the portion thereof represented by a subscription rejected in part, will be promptly returned without deduction and without any interest earned thereon.

Investor Suitability Standards

Sale of our Shares will be made to "accredited" investors only, as that term is defined in Rule 501(a) of Regulation D under the Securities Act. Investment in the Company involves a high degree of financial risk and is suitable only for persons of substantial means who have no need for liquidity in their investment and can afford to lose all or substantially all of their investment. Representations and warranties required of potential investors as to their status as "accredited" and as to suitability are set forth in the Subscription Agreement, a form of which is attached hereto as Exhibit D.

An "accredited investor" must meet one of the following qualifications: (a) an individual who either individually or jointly with his or her spouse has a net worth (i.e., total assets in excess of total liabilities) in excess of $1,000,000 at the time of investing in the Offering; (b) an individual whose individual annual income exceeded $200,000, or whose income with that of his or her spouse exceeded $300,000 in the previous two calendar years and who reasonably expects to reach the same income level in the current year; (c) certain institutional investors, including a bank or savings and loan association acting in its individual or fiduciary capacity, a broker-dealer, an insurance company, an investment company, a business development company, or a small business investment company, or an employee benefit plan if the plan's investment decision is made by a fiduciary which is a bank, savings and loan association, insurance company or registered investment advisor or if the plan has total assets in excess of $5,000,000 or, if a self-directed plan, its investment decisions are made solely by accredited investors; (d) a private business development company; (e) an organization under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or a corporation or Massachusetts or similar business trust or partnership not formed for the specific purpose of acquiring the Shares with total assets in excess of $5,000,000; (f) a trust with assets in excess of $5,000,000 not formed for the purpose of acquiring the Shares whose purchase is directed by a sophisticated investor; (g) an entity in which all equity owners are accredited investors; or (h) a director or executive officer of the Company.

Rule 506 Disclosure: Rule 506(d) of Regulation D promulgated under the Securities Act of 1933, as amended, prohibits an issuer from claiming an exemption from registration of its securities under such rule if the issuer, any of its predecessors, any affiliated issuer, any director, executive officer, other officer participating in the offering of the securities, general partner or managing member of the issuer, any beneficial owner of 20% or more of the voting power of the issuer's outstanding voting equity securities, any promoter connected with the issuer in any capacity as of the date hereof, any investment manager of the issuer, any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with such sale of the issuer's securities, any general partner or managing member of any such investment manager or solicitor, or any director, executive officer or other officer participating in the offering of any such investment manager or solicitor or general partner or managing member of such investment manager or solicitor has been subject to certain "Disqualifying Events" described in Rule 506(d)(1) of Regulation D subsequent to

September 23, 2013, subject to certain limited exceptions. The Company is required to exercise reasonable care in conducting an inquiry to determine whether any such persons have been subject to such Disqualifying Events and is required, pursuant to Rule 506(e) of Regulation D, to disclose any Disqualifying Events that occurred prior to September 23, 2013 to investors in the Company. The Company believes that it has exercised reasonable care in conducting an inquiry into Disqualifying Events by the foregoing persons and is not aware of any events which require disclosure under Rule 506(d) of Regulation D.

It is possible that (a) Disqualifying Events may exist of which the Company is not aware and (b) the SEC, a court or other finder of fact may determine that the steps that the Company has taken to conduct its inquiry were inadequate and did not constitute reasonable care. If such a finding were made, the Company may lose its ability rely upon Rule 506 of Regulation D promulgated under the Securities Act for the placement of the Shares and, depending on the circumstances, may be required to register the offering of the Shares with the SEC and under applicable state securities laws or to conduct a rescission offer with respect to the securities sold in the Offering.

Private Placement

The Shares offered hereby are being offered and sold without the benefit of registration under the Securities Act or registration or qualification under any state securities laws. The Offering constitutes a private placement and is being effected in reliance upon one or more of the exemptions provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder and in reliance upon similar, exemptive provisions contained in state securities statutes and regulations. Accordingly, prospective investors will be required (a) to represent in writing that, among other things, they are purchasing the Shares for investment purposes, for their own account and not with a view to, or for sale in connection with, the distribution thereof and (b) to agree in writing that the Shares purchased by them will not be offered, sold, transferred, pledged, hypothecated or otherwise disposed of unless (i) a registration statement with respect to such securities has been filed with the Securities and Exchange Commission and has been declared effective, or (ii) an exemption from registration is available and the Company has received an opinion of counsel satisfactory to the Company, in form and substance satisfactory to the Company, to the effect that the proposed offer, sale, transfer, pledge, hypothecation or other disposition is not required to be registered under the Securities Act. In addition to legends required by law, all Shares shall bear a legend in the following form:

> **THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF OR PLEDGED OR HYPOTHECATED UNLESS REGISTERED UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND ANY SUCH LAWS IS AVAILABLE (AND, IN SUCH CASE, AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY, SHALL HAVE BEEN DELIVERED TO THE COMPANY TO THE EFFECT THAT THE OFFER, SALE, TRANSFER, DISPOSITION, PLEDGE, OR HYPOTHECATION THEREOF IS EXEMPT FROM REGISTRATION UNDER THE ACT AND ANY SUCH LAWS.) THE TRANSFER OF THE SHARES ARE ALSO SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN AN AGREEMENT AMONG THE SHAREHOLDERS AND THE COMPANY.**

Determination of Offering Price of Shares

The Offering price of the Shares have been arbitrarily determined by the Company and do not bear any relationship to the Company's assets, book value, net worth, earnings, results of operations or other established valuation criteria. The factors the Company considered were:

- its limited operating history;
- the proceeds to be raised by the Offering;
- the Company's expected capital structure;
- management's financial forecasts;
- its relative cash requirements; and
- the price that it believes a purchaser is willing to pay for the Shares.

USE OF PROCEEDS

The net proceeds of the Offering to the Company if the Maximum Offering amount is subscribed for are expected to be $25,000,000 ($30,000,000 if the over-allotment is fully subscribed). Life Extension Age Reversal Project, LLC, ("Life Extension") a principal shareholder of our company has agreed to fund up to $250,000 in organizational expenses and the legal expenses related to this Offering. In addition, Life Extension has agreed to lend us additional funds we may need for our initial operations until we have received sufficient funds from this Offering. The amount Life Extension may lend us is not fixed and will be determined by Life Extension in its reasonable discretion.

Such net funds will be used by the Company as follows: (i) to acquire and or develop age-reversing therapeutic technologies and (ii) for general working capital needs. The general working capital needs, include the payment of compensation to Company personnel, the payment of compensation for additional personnel according to a hiring plan developed by the Company management, accrued payables outstanding to suppliers and vendors, business development expenses, facilities expenses and other general expenses, as well as working capital to pay for due diligence expenses incurred in connection with the evaluation of potential age-reversing therapeutic technologies we seek to acquire. We are unable to predict the length of time that the proceeds of this offering will because there is no minimum offering amount.

Pending such use, we will invest the remaining net proceeds of this offering primarily in cash, cash equivalents, U.S. Government securities and other high-quality debt investments that mature in one year or less from the date of investment.

The Company's Board of Directors will have complete discretion regarding the application of these funds and there can be no assurance that business developments and opportunities will not require the Company to utilize the proceeds in a manner different than presently anticipated or that the management and Board of Directors of the Company will not determine for other reasons to utilize the proceeds in a different manner.

CAPITALIZATION

The following table sets forth the current and pro forma ownership of our Shares assuming the Maximum Offering of 5,000,000 Shares is completed. Except as noted below there are currently no derivative securities related to the Shares such as incentive options, appreciation rights or warrants:

	Current Capitalization		Maximum Offering	
Holder	Shares Owned[1]	% Owned	Shares Outstanding[2]	% Owned
Life Extension Age Reversal Project, LLC	6,500,000	65.0%	6,500,000	40.6%
LifeSpanXL, LLC	2,500,000	25.0%	2,500,000	15.6%
Reserved for future issuance for compensation	1,000,000	10.%	1,000,000	6.3%
Investors	-	-	6,000,000	37.5%
Total	10,000,000	100.0%	16,000,000	100.0%

(1) Based on 10,000,000 shares outstanding as if the shares reserved for future issuance for compensation has been issued.

(2) Assumes 1,000,000 share over-allotment is fully subscribed.

DESCRIPTION OF SECURITIES AND SHAREHOLDERS' AGREEMENT

The following is a description of our capital stock and the material provisions of our Articles of Incorporation and bylaws. The following is only a summary and is qualified by applicable law and by the provisions of our Articles of Incorporation, bylaws and shareholders' agreement, copies of which are included as Exhibits A, B and C, respectively, to this Memorandum.

General

Our authorized capital stock consists of 300,000,000 shares of common stock, par value $0.001 per share, and 10,000,000 shares of blank check preferred stock. As of the date of this memorandum, there were 9,000,000 shares of our common stock and zero shares of our preferred stock issued and outstanding. 1,000,000 shares of our common stock have been reserved for future awards pursuant to the terms of an equity incentive plan to be adopted by our board of directors. Each such outstanding share of our common stock will be validly issued, fully paid and non-assessable.

A description of the material terms and provisions of our articles of incorporation and bylaws affecting the rights of holders of our common stock is set forth below. The description is intended as a summary only.

Common Stock

Voting. The holders of our common stock are entitled to one vote for each outstanding share of common stock owned by that stockholder on every matter properly submitted to the stockholders for their vote. Stockholders are not entitled to vote cumulatively for the election of directors.

Dividend Rights. Subject to the dividend rights of the holders of any outstanding series of preferred stock, holders of our common stock are entitled to receive ratably such dividends and other distributions of cash or any other right or property as may be declared by our Board of Directors out of our assets or funds legally available for such dividends or distributions.

Liquidation Rights. In the event of any voluntary or involuntary liquidation, dissolution or winding up of our affairs, holders of our common stock would be entitled to share ratably in our assets that are legally available for distribution to stockholders after payment of liabilities. If we have any preferred stock outstanding at such time, holders of the preferred stock may be entitled to distribution and/or liquidation preferences. In either such case, we must pay the applicable distribution to the holders of our preferred stock before we may pay distributions to the holders of our common stock.

Conversion, Redemption and Preemptive Rights. Holders of our common stock have no conversion, redemption, preemptive, subscription or similar rights.

Preferred Stock

We are authorized, subject to limitations prescribed by Florida law, to issue up to an aggregate of 10,000,000 shares of blank check preferred stock in one or more series, to establish from time to time the number of shares to be included in each series and to fix the designation, powers, preferences and rights of the shares of each series and any of its qualifications, limitations or restrictions by our Board of Directors. Our Board of Directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of the common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change in control of our company and the voting and other rights of the holders of our common stock. We have no current plan to issue any shares of preferred stock.

Limitations on Directors' Liability; Indemnification of Directors and Officers

Our articles of incorporation and bylaws contain provisions indemnifying our directors and officers to the fullest extent permitted by law. In addition, as permitted by Florida law, our articles of incorporation provide that no director will be liable to us or our stockholders for monetary damages for breach of certain fiduciary duties as a director. The

effect of this provision is to restrict our rights and the rights of our stockholders in derivative suits to recover monetary damages against a director for breach of certain fiduciary duties as a director, except that a director will be personally liable for:

- any breach of his or her duty of loyalty to us or our stockholders;
- acts or omissions not in good faith which involve intentional misconduct or a knowing violation of law;
- the payment of dividends or the redemption or purchase of stock in violation of Florida law; or
- any transaction from which the director derived an improper personal benefit.

This provision does not affect a director's liability under the federal securities laws.

Article 6 of our corporate bylaws provides that we shall indemnify our directors, officers, employees and agents. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling our company pursuant to the foregoing provisions, we understand that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act of 1933 and is therefore unenforceable.

At present, we plan to maintain directors' and officers' liability insurance in order to limit the exposure to liability for indemnification of directors and officers.

Provisions of Our Articles of Incorporation and Bylaws and Florida Law that May Have an Anti-Takeover Effect

Certain provisions set forth in our articles of incorporation, in our bylaws and in Florida law, which are summarized below, may be deemed to have an anti-takeover effect and may delay, deter or prevent a tender offer or takeover attempt that a stockholder might consider to be in its best interests, including attempts that might result in a premium being paid over the market price for the shares held by stockholders.

Our articles of incorporation contains provisions that permit us to issue, without any further vote or action by the stockholders, up to 10,000,000 shares of preferred stock in one or more series and, with respect to each such series, to fix the number of shares constituting the series and the designation of the series, the voting powers (if any) of the shares of the series, and the preferences and relative, participating, optional and other special rights, if any, and any qualifications, limitations or restrictions, of the shares of such series.

Potential for Anti-Takeover Effects

While certain provisions of our articles of incorporation, bylaws and Florida law may have an anti-takeover effect, these provisions are intended to enhance the likelihood of continuity and stability in the composition of our Board of Directors and in the policies formulated by the board, and to discourage certain types of transactions that may involve an actual or threatened change of control. In that regard, these provisions are designed to reduce our vulnerability to an unsolicited acquisition proposal. The provisions also are intended to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for our shares. Such provisions also may have the effect of preventing changes in our management.

Summary of Key Terms of the Shareholders' Agreement

We entered into a shareholders' agreement with our two shareholders, LifeSpanXL and LEARP (collectively referred to as the "founding shareholders") which provides for, among other things, certain restrictions and rights related to the transfer of their shares and provides them with rights to appoint directors of our company.

The founding shareholders are prohibited from transferring their shares of our common stock, whether voluntarily or involuntarily, without the prior written consent of the other except for certain transfers upon the death of a founding shareholder or an affiliate of a founding shareholder. In the event LifeSpanXL and LEARP receives an offer to purchase all or any portion of their respective shares, they must first offer their shares to the other shareholder on the same terms as the offer they received. If the other shareholder does not elect to purchase the shares, we have the right to purchase them

on the same terms as the offer they received. In addition, if a founding shareholder proposes to transfer any of their shares to a third party, the other founding shareholder shall be permitted to participate in such sale on the terms provided for in the shareholders' agreement, subject to certain exclusions and notice requirements.

If a founding shareholder's employment with our company is terminated for cause, we have the right to purchase a founding shareholders' shares at the book value per share which is defined as the net worth of our company divided by the total number of shares issued and outstanding. If a founding shareholder's shares are subject to attachment or levy, an assignment for the benefit of creditors, commencement of bankruptcy or similar proceedings, encumbrance, claim or lien upon such shares, or attempted transfer of the shares in violation of the shareholders' agreement, then we have the right to purchase a founding shareholders' shares at their fair market value as determined by a qualified appraiser agreed on by the founding shareholders and our company. If no appraiser is agreed on, then the parties will each hire an appraiser and if the appraisals are different by more than 10%, then a third appraiser will be selected.

Neither of the founding shareholders, nor any other shareholder of our company, has any preemptive rights.

So long as LifeSpanXL or its permitted transferees own, collectively, at least 50% of the shares it acquired upon formation of our company, LEARP shall cause its shares to be voted so that two directors designated by LifeSpanXL are appointed to our board of directors, who initially shall be Patricia Riley and James Riley. In the event the number of directors is less than five, LifeSpanXL will only be permitted to appoint one director. Notwithstanding the foregoing, however, LEARP's obligation to vote any of its shares for the election of the directors designated by LifeSpanXL is conditioned upon such director having certified that no disqualifying event described in Rule 506(d) (1)(i)-(viii) of the Securities Act of 1933, as amended, is applicable to such director, and our verification of such certification.

The shareholders' agreement will terminate if any of the following events occur: either LifeSpanXL, LEARP or their permitted transferees no longer own at least 50% of the shares of our common stock they acquired upon formation of our company, the entry of an order for relief under the Federal Bankruptcy Code with respect to our company, or a receivership or dissolution of our company, the voluntary agreement of all parties to the shareholders' agreement, the consummation of a public offering of our equity securities or Ms. Riley's resignation as our CEO without good reason as defined in her employment agreement.

FEDERAL INCOME TAX CONSEQUENCES

We are treated as a "C" corporation for tax purposes, and as such will pay taxes on our income in a manner in which corporations are generally taxed. We do not pass any tax credits or tax benefits through to our shareholders.

ERISA Considerations

The Employee Retirement Income Security Act of 1974, or ERISA, contains strict fiduciary responsibility rules governing the actions of "fiduciaries" of employee benefit plans. It is anticipated that some investors will be corporate pension or profit-sharing plans and IRAs or other employee benefit plans that are subject to ERISA. In any such case, the person making the investment decision concerning the purchase of Shares will be a "fiduciary" of such plan and will be required to conform to ERISA's fiduciary responsibility rules. Persons making investment decisions for employee benefit plans (i.e., "fiduciaries") must discharge their duties with the care, skill and prudence that a prudent person familiar with such matters would exercise in like circumstances.

In evaluating whether the purchase of Shares is a "prudent" investment under this rule, fiduciaries should consider all of the risk factors set forth above. Fiduciaries should also carefully consider the possibility and consequences of unrelated business taxable income, as well as the percentage of plan assets that will be invested in us insofar as the diversification requirements of ERISA are concerned. An investment in us is relatively illiquid, and fiduciaries must not rely on an ability to convert an investment in us into cash in order to meet liabilities to plan participants who may be entitled to distributions.

DUE TO THE COMPLEX NATURE OF ERISA, EACH PROSPECTIVE INVESTOR IS URGED TO CONSULT HIS OWN TAX ADVISOR OR PENSION CONSULTANT TO DETERMINE THE APPLICATION OF ERISA TO HIS OR HER PROSPECTIVE INVESTMENT.

In order to avoid application of the U.S. Department of Labor's plan asset regulations, we will limit subscriptions for Shares from ERISA plan investors such that, immediately after each sale of Shares, ERISA plan investors will hold less than 25% of the total outstanding Shares in our company.

Fiduciaries of plans subject to ERISA are required to determine annually the fair market value of the assets of such plans as of the close of any such plan's fiscal year. Although we will provide annually upon the written request of an investor an estimate of the value of the Shares based upon, among other things, outstanding value of our investment in real estate and other assets, it may not be possible to value the Shares adequately from year to year, because there will be no market for them.

STATEMENT AS TO INDEMNIFICATION

Our Operating Agreement provides for indemnification of directors and officers under certain circumstances, which could include liabilities relating to securities laws. The SEC mandates the following disclosure of its position on indemnification for liabilities under the federal securities laws:

> "Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling an issuer, the Company has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is therefore unenforceable.

Exhibit A

ARTICLES OF INCORPORATION
OF
AGE REVERSAL THERAPEUTICS, INC.

ARTICLE I
INCORPORATOR

The name of the incorporator is Lazarus Rothstein, Esq. and his address is 330 Clematis Street, Suite 217, West Palm Beach, Florida 33141.

ARTICLE II
NAME

The name of the corporation is AGE REVERSAL THERAPEUTICS, INC. (the "Corporation").

ARTICLE III
PURPOSE

The purpose for which the Corporation is formed is to engage in any lawful act or activity for which corporations may be organized under the general laws of the State of Florida as now or hereafter in force.

ARTICLE IV
RESIDENT AGENT AND PRINCIPAL OFFICE

The name of the resident agent of the Corporation in Florida is Corporate Creations Network Inc. whose address is 11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410, Palm Beach County. The mailing address and the street address of the Corporation in the State of Florida is 401 E Las Olas Blvd, Suite 1400, Ft. Lauderdale, Florida 33301.

ARTICLE V
PROVISIONS FOR DEFINING, LIMITING AND REGULATING CERTAIN POWERS OF THE CORPORATION AND OF THE SHAREHOLDERS AND DIRECTORS

Section 5.1. *Numbers*. The business and affairs of the Corporation shall be managed under the direction of the Board of Directors. The manner of election and qualifications shall be provided in the Bylaws of the Corporation. The number of Directors of the Corporation initially shall be five (5), which number may be increased or decreased only by the Board of Directors pursuant to the Bylaws (as defined below), but shall never be less than the minimum number required by the Florida Business Corporation Act (the "FBCA"). The name and address of the initial directors who shall serve until the first annual meeting of shareholders and until their respective successors are duly elected and qualified are:

William J. Faloon
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33309

Patricia Riley
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33309

Maximus V. Peto
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33309

Benjamin Best
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33309

James Riley
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33309

The initial officers of the Corporation and their addresses are:

Patricia Riley – Chief Executive Officer and President
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33309

Maximus V. Peto – Chief Financial Officer, Treasurer and Secretary
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33309

Douglas F. Gass – Chief Operating Officer and Vice President and Assistant Secretary
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33309

Section 5.2. *Authorization by Board of Stock Issuance*. The Board of Directors may authorize the issuance from time to time of shares of stock of the Corporation of any class or series, whether now or hereafter authorized, or securities or rights convertible into shares of its stock of any class or series, whether now or hereafter authorized, for such consideration as the Board of Directors may deem advisable (or without consideration in the case of a stock split or stock dividend), subject to such restrictions or limitations, if any, as may be set forth in the Bylaws.

Section 5.3. *Preemptive Rights*. Except as may be provided by the Board of Directors in setting the terms of classified or reclassified shares of stock pursuant to Section 6.4 or as may otherwise be provided by contract, no holder of shares of stock of the Corporation shall, as such holder, have any preemptive right to purchase or subscribe for any additional shares of stock of the Corporation or any other security of the Corporation which it may issue or sell.

Section 5.4. *Appraisal Rights*. No holder of any preferred stock of the Corporation shall be entitled to any appraisal rights unless the Board of Directors, upon the affirmative vote of a majority of the entire Board of Directors, shall determine that such rights apply, with respect to all or any classes or series of preferred stock, or any proportion of the shares thereof, to a particular transaction or all transactions occurring after the date of such determination.

Section 5.5. *Bylaws*. The Board of Directors shall adopt the initial bylaws of the Corporation (the "Bylaws") as soon as reasonably practicable following the date hereof.

ARTICLE VI
STOCK

Section 6.1. *Authorized Shares*. The Corporation has authority to issue 310,000,000 shares of stock initially consisting of (i) 300,000,000 shares of common stock, $0.001 par value per share ("Common Stock") and 10,000,000 shares of preferred stock, $0.001 par value per share ("Preferred Stock").

Section 6.2. *Common Stock*. Each share of Common Stock shall entitle the holder thereof to one vote. The Board of Directors may reclassify any unissued shares of Common Stock from time to time in one or more classes or series of stock.

Section 6.3. *Preferred Stock*. The Board of Directors may issue any authorized but unissued shares of Preferred Stock from time to time, in one or more series of Preferred Stock, which shall have the voting and other rights as determined by the Board of Directors as set forth herein.

Section 6.4. *Terms of Class or Series*. The Board of Directors may determine, in whole or part, the preferences, limitations, and relative rights (within the limits set forth in Section 607.0601 of the FBCA) of any

class of shares before the issuance of any shares of that class, or of one or more series within a class before the issuance of any shares of that series, upon compliance with the requirements of such Section of the FBCA.

Section 6.5. *Inspection of Books and Records*. A shareholder that is otherwise eligible under applicable law to inspect the Corporation's books of account, stock ledger, or other specified documents of the Corporation shall have no right to make such inspection if the Board of Directors determines that such stockholder has an improper purpose for requesting such inspection.

Section 6.6. *Articles and Bylaws*. All persons who acquire shares in the Corporation shall acquire such stock subject to the provisions of these Articles and the Bylaws. The Board of Directors of the Corporation shall have the exclusive power, at any time, to make, alter, amend or repeal the Bylaws in accordance with its terms.

ARTICLE VII
LIMITATION OF LIABILITY; INDEMNIFICATION AND ADVANCE OF EXPENSES

Section 7.1. *Limitation of Liability*. To the maximum extent that Florida law in effect from time to time permits limitation of the liability of directors and officers of a corporation, no present or former director or officer of the Corporation shall be liable to the Corporation or its stockholders for money damages.

Section 7.2. *Indemnification and Advance of Expenses*. The Corporation shall have the power, to the maximum extent permitted by Florida law in effect from time to time, to obligate itself to indemnify, and to pay or reimburse reasonable expenses in advance of final disposition of a proceeding to, (a) any individual who is a present or former director or officer of the Corporation or (b) any individual who, while a director or officer of the Corporation and at the request of the Corporation, serves or has served as a director, officer, partner or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or any other enterprise from and against any claim or liability to which such person may become subject or which such person may incur by reason of his status as a present or former director or officer of the Corporation. The Corporation shall have the power, with the approval of the Board of Directors, to provide such indemnification and advancement of expenses to a person who served a predecessor of the Corporation in any of the capacities described in (a) or (b) above and to any employee or agent of the Corporation or a predecessor of the Corporation.

Section 7.3. *Amendment or Repeal*. Neither the amendment nor repeal of this Article VII, nor the adoption or amendment of any other provision of the Articles or Bylaws inconsistent with this Article VII, shall apply to or affect in any respect the applicability of the preceding sections of this Article VII with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.

SIGNATURES

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in Section 817.155, Florida Statutes.

Lazarus Rothstein, Incorporator	Date

ACKNOWLEDGMENT OF APPOINTMENT OF REGISTERED AGENT

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Registered Agent:

Corporate Creations Network Inc.

By: _____ _____
Date

Name: _____

Title: _____

Exhibit B

BYLAWS

of

AGE REVERSAL THERAPEUTICS, INC.

(a Florida corporation)

_____

ARTICLE 1
DEFINITIONS

As used in these Bylaws, unless the context otherwise requires, the term:

1.1 "Articles of Incorporation" means the Articles of Incorporation of the Corporation, as amended and/or restated from time to time.

1.2 "Assistant Secretary" means an Assistant Secretary of the Corporation.

1.3 "Assistant Treasurer" means an Assistant Treasurer of the Corporation.

1.4 "Board" means the Board of Directors of the Corporation.

1.5 "Bylaws" means the Bylaws of the Corporation, as amended and/or restated from time to time.

1.6 "Chairman" means the Chairman of the Board of Directors of the Corporation.

1.7 "Corporation" means Aging Cure, Inc., a Florida corporation.

1.8 "Directors" means the directors of the Corporation.

1.9 "law" means any U.S. or non-U.S., federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a governmental authority (including any department, court, agency or official, or non-governmental self-regulatory organization, agency or authority and any political subdivision or instrumentality thereof).

1.10 "President" means the President of the Corporation.

1.11 "Secretary" means the Secretary of the Corporation.

1.12 "Shareholders" means the shareholders of the Corporation.

1.13 "Treasurer" means the Treasurer of the Corporation.

1.14 "Vice President" means a Vice President of the Corporation.

ARTICLE 2
SHAREHOLDERS

2.1 Place of Meetings. Meetings of Shareholders may be held at such place or solely by means of remote communication or otherwise, as may be designated by the Board from time to time.

2.2 Annual Meeting. A meeting of Shareholders for the election of Directors and other business shall be held annually at such date and time as may be designated by the Board from time to time.

2.3 Special Meetings. Special meetings of Shareholders may be called at any time by the Board and may not be called by any other person or persons. Business transacted at any special meeting of Shareholders shall be limited to the purposes stated in the notice.

2.4 Record Date. (A) For the purpose of determining the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, unless otherwise required by the Articles of Incorporation or applicable law, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than 60 or less than ten days before the date of such meeting. For the purposes of determining the Shareholders entitled to express consent to corporate action in writing

without a meeting, unless otherwise required by the Articles of Incorporation or applicable law, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than ten days after the date on which the record date was fixed by the Board. For the purposes of determining the Shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights, exercise any rights in respect of any change, conversion or exchange of stock or take any other lawful action, unless otherwise required by the Articles of Incorporation or applicable law, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than 60 days prior to such action.

(B) If no such record date is fixed:

The record date for determining Shareholders entitled to notice of or to vote at a meeting of Shareholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held;

The record date for determining Shareholders entitled to express consent to corporate action in writing without a meeting (unless otherwise provided in the Articles of Incorporation), when no prior action by the Board is required by applicable law, shall be the first day on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law; and when prior action by the Board is required by applicable law, the record date for determining Shareholders entitled to express consent to corporate action in writing without a meeting shall be at the close of business on the date on which the Board takes such prior action; and

When a determination of Shareholders of record entitled to notice of or to vote at any meeting of Shareholders has been made as provided in this Section 2.4, such determination shall apply to any adjournment thereof unless the Board fixes a new record date for the adjourned meeting.

2.5 Notice of Meetings of Shareholders. Whenever under the provisions of applicable law, the Articles of Incorporation or these Bylaws, Shareholders are required or permitted to take any action at a meeting, notice shall be given stating the place, if any, date and hour of the meeting, the means of remote communication, if any, by which Shareholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purposes for which the meeting is called. Unless otherwise provided by these Bylaws or applicable law, notice of any meeting shall be given, not less than ten nor more than 60 days before the date of the meeting, to each Stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the U.S. mail, with postage prepaid, directed to the Stockholder at such Stockholder's address as it appears on the records of the Corporation. An affidavit of the Secretary, an Assistant Secretary or the transfer agent of the Corporation that the notice required by this Section 2.5 has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. If a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. Any business that might have been transacted at the meeting as originally called may be transacted at the adjourned meeting. If, however, the adjournment is for more than 30 days or, if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Stockholder of record entitled to vote at the meeting.

2.6 Waivers of Notice. Whenever the giving of any notice to Shareholders is required by applicable law, the Articles of Incorporation or these Bylaws, a waiver thereof, given by the person entitled to said notice, whether before or after the event as to which such notice is required, shall be deemed equivalent to notice. Attendance by a Stockholder at a meeting shall constitute a waiver of notice of such meeting except when the Stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purposes of, any regular or special meeting of the Shareholders need be specified in any waiver of notice.

2.7 List of Shareholders. The Secretary shall prepare and make, at least ten days before every meeting of Shareholders, a complete, alphabetical list of the Shareholders entitled to vote at the meeting, and showing the address of each Stockholder and the number of shares registered in the name of each Stockholder. Such list may be examined by any Stockholder, at the Stockholder's expense, for any purpose germane to the meeting, for a period of at

least ten days prior to the meeting, during ordinary business hours at the principal place of business of the Corporation or on a reasonably accessible electronic network as provided by applicable law. If the meeting is to be held at a place, the list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any Stockholder who is present. If the meeting is held solely by means of remote communication, the list shall also be open for inspection as provided by applicable law. Except as provided by applicable law, the stock ledger shall be the only evidence as to who are the Shareholders entitled to examine the list of Shareholders or to vote in person or by proxy at any meeting of Shareholders.

2.8 Quorum of Shareholders; Adjournment. Except as otherwise provided by these Bylaws, at each meeting of Shareholders, the presence in person or by proxy of the holders of one-third of the voting power of all issued and outstanding shares of stock entitled to vote at the meeting of Shareholders, shall constitute a quorum for the transaction of any business at such meeting. In the absence of a quorum, the holders of a majority in voting power of the shares of stock present in person or represented by proxy at any meeting of Shareholders, including an adjourned meeting, whether or not a quorum is present, may adjourn such meeting to another time and place. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of Directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

2.9 Voting; Proxies. At any meeting of Shareholders, all matters other than the election of directors, except as otherwise provided by the Articles of Incorporation, these Bylaws or any applicable law, shall be decided by the affirmative vote of a majority in voting power of shares of stock present in person or represented by proxy having the right to vote and entitled to vote thereon. At all meetings of Shareholders for the election of Directors, a plurality of such votes cast shall be sufficient to elect. Each Stockholder entitled to vote at a meeting of Shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such Stockholder by proxy but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power. A Stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary a revocation of the proxy or by delivering a new proxy bearing a later date.

2.10 Voting Procedures and Inspectors at Meetings of Shareholders. The Board, in advance of any meeting of Shareholders, may appoint one or more inspectors, who may be employees of the Corporation, to act at the meeting and make a written report thereof. The Board may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting, the person presiding at the meeting may appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall (A) ascertain the number of shares outstanding and the voting power of each, (B) determine the shares represented at the meeting and the validity of proxies and ballots, (C) count all votes and ballots, (D) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (E) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties. Unless otherwise provided by the Board, the date and time of the opening and the closing of the polls for each matter upon which the Shareholders will vote at a meeting shall be determined by the person presiding at the meeting and shall be announced at the meeting. No ballot, proxies, votes or any revocation thereof or change thereto, shall be accepted by the inspectors after the closing of the polls unless a duly authorized court in the State of Florida upon application by a Stockholder shall determine otherwise. In determining the validity and counting of proxies and ballots cast at any meeting of Shareholders, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for office at an election may serve as an inspector at such election.

2.11 Conduct of Meetings; Adjournment. The Board may adopt such rules and procedures for the conduct of Stockholder meetings as it deems appropriate. At each meeting of Shareholders, the President or, in the absence of the President, the Chairman or, if there is no Chairman or if there be one and the Chairman is absent, a Vice President and, in case more than one Vice President shall be present, that Vice President designated by the Board (or in the absence of any such designation, the most senior Vice President present), shall preside over the meeting. Except to the

extent inconsistent with the rules and procedures as adopted by the Board, the person presiding over the meeting of Shareholders shall have the right and authority to convene, adjourn and reconvene the meeting from time to time, to prescribe such additional rules and procedures and to do all such acts as, in the judgment of such person, are appropriate for the proper conduct of the meeting. Such rules and procedures, whether adopted by the Board or prescribed by the person presiding over the meeting, may include, (A) the establishment of an agenda or order of business for the meeting, (B) rules and procedures for maintaining order at the meeting and the safety of those present, (C) limitations on attendance at or participation in the meeting to Shareholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the person presiding over the meeting shall determine, (D) restrictions on entry to the meeting after the time fixed for the commencement thereof and (E) limitations on the time allotted to questions or comments by participants. The person presiding over any meeting of Shareholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, may determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, he or she shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the person presiding over the meeting, meetings of Shareholders shall not be required to be held in accordance with the rules of parliamentary procedure. The Secretary or, in his or her absence, one of the Assistant Secretaries, shall act as secretary of the meeting. If none of the officers above designated to act as the person presiding over the meeting or as secretary of the meeting shall be present, a person presiding over the meeting or a secretary of the meeting, as the case may be, shall be designated by the Board and, if the Board has not so acted, in the case of the designation of a person to act as secretary of the meeting, designated by the person presiding over the meeting.

2.12 Order of Business. The order of business at all meetings of Shareholders shall be as determined by the person presiding over the meeting.

2.13 Written Consent of Shareholders Without a Meeting. Any action to be taken at any annual or special meeting of Shareholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action to be so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered (by hand or by certified or registered mail, return receipt requested) to the Corporation by delivery to its registered office in the State of Florida, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of Shareholders are recorded. Every written consent shall bear the date of signature of each Stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this Section 2.13, written consents signed by a sufficient number of holders to take action are delivered to the Corporation as aforesaid. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall, to the extent required by applicable law, be given to those Shareholders who have not consented in writing, and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation.

ARTICLE 3
DIRECTORS

3.1 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board. The Board may adopt such rules and procedures, not inconsistent with the Articles of Incorporation, these Bylaws or applicable law, as it may deem proper for the conduct of its meetings and the management of the Corporation.

3.2 Number; Term of Office; Classes. The Board shall consist of one or more members, the number thereof to be determined from time to time by the Board. At all meetings of Shareholders for the election of Directors, a plurality of the votes cast at the meeting shall be sufficient to elect the Directors. Each Director shall hold office until a successor is duly elected and qualified or until the Director's earlier death, resignation, disqualification or removal. If the Board consists of at least three members, the directors shall be classified, with respect to the terms for which they severally hold office, into three classes, as nearly equal in number as possible as determined by the Board of Directors, one class to hold office initially for a term expiring at the next succeeding annual meeting of Shareholders, another class to hold office initially for a term expiring at the second succeeding annual meeting of Shareholders and another class to

hold office initially for a term expiring at the third succeeding annual meeting of Shareholders, with the members of each class to hold office until their successors are duly elected and qualified. At each annual meeting of the Shareholders, the successors to the class of directors whose term expires at such meeting shall be elected to hold office for a term expiring at the annual meeting of Shareholders held in the third year following the year of their election and until their successors are duly elected and qualified.

3.3 Newly Created Directorships and Vacancies. Except as may be provided by the rights and designations of any class or series of Preferred Stock of the Corporation, any newly created directorships resulting from an increase in the authorized number of Directors and any vacancies occurring in the Board, may be filled by the affirmative votes of a majority of the remaining members of the Board, although less than a quorum. A Director so elected shall be elected to hold office until the earlier of the expiration of the term of office of the Director whom he or she has replaced, a successor is elected and qualified or the Director's death, resignation or removal.

3.4 Resignation. Any Director may resign at any time by notice given in writing or by electronic transmission to the Corporation. Such resignation shall take effect at the date of receipt of such notice or at such later time as is therein specified.

3.5 Regular Meetings. Regular meetings of the Board may be held without notice at such times and at such places as may be determined from time to time by the Board or its Chairman.

3.6 Special Meetings. Special meetings of the Board may be held at such times and at such places as may be determined by the Chairman or the President on at least 24 hours' notice to each Director given by one of the means specified in Section 3.9 hereof other than by mail or on at least three days' notice if given by mail. Special meetings shall be called by the Chairman, President or Secretary in like manner and on like notice on the written request of any two or more Directors.

3.7 Telephone Meetings. Board or Board committee meetings may be held by means of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation by a Director in a meeting pursuant to this Section 3.7 shall constitute presence in person at such meeting.

3.8 Adjourned Meetings. A majority of the Directors present at any meeting of the Board, including an adjourned meeting, whether or not a quorum is present, may adjourn and reconvene such meeting to another time and place. At least 24 hours' notice of any adjourned meeting of the Board shall be given to each Director whether or not present at the time of the adjournment, if such notice shall be given by one of the means specified in Section 3.9 hereof other than by mail, or at least three days' notice if by mail. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

3.9 Notice Procedure. Subject to Sections 3.6 and 3.10 hereof, whenever notice is required to be given to any Director by applicable law, the Articles of Incorporation or these Bylaws, such notice shall be deemed given effectively if given in person or by telephone, mail addressed to such Director at such Director's address as it appears on the records of the Corporation, telecopy, email or by other means of electronic transmission.

3.10 Waiver of Notice. Whenever the giving of any notice to Directors is required by applicable law, the Articles of Incorporation or these Bylaws, a waiver thereof, given by the Director entitled to the notice, whether before or after such notice is required, shall be deemed equivalent to notice. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting except when the Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special Board or committee meeting need be specified in any waiver of notice.

3.11 Organization. At each meeting of the Board, the Chairman or, in his or her absence, another Director selected by the Board shall preside. The Secretary shall act as secretary at each meeting of the Board. If the Secretary is absent from any meeting of the Board, an Assistant Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all Assistant Secretaries, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

3.12 Quorum of Directors. The presence of a majority of the Board shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board.

3.13 Action by Majority Vote. Except as otherwise expressly required by these Bylaws or the Articles of Incorporation, the vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

3.14 Action Without Meeting. Unless otherwise restricted by these Bylaws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all Directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board or committee.

ARTICLE 4
COMMITTEES OF THE BOARD

The Board may designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. If a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present at the meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may, by a unanimous vote, appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by applicable law, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require it to the extent so authorized by the Board. Unless the Board provides otherwise, at all meetings of such committee, a majority of the then authorized members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board provides otherwise, each committee designated by the Board may make, alter and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article 3.

ARTICLE 5
OFFICERS

5.1 Positions; Election. The officers of the Corporation shall be a President, a Secretary, a Treasurer and any other officers (including a Chairman) as the Board may elect from time to time, who shall exercise such powers and perform such duties as shall be determined by the Board from time to time. Any number of offices may be held by the same person.

5.2 Term of Office. Each officer of the Corporation shall hold office until such officer's successor is elected and qualifies or until such officer's earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Such resignation shall take effect at the date of receipt of such notice or at such later time as is therein specified. The resignation of an officer shall be without prejudice to the contract rights of the Corporation, if any. Any officer may be removed at any time with or without cause by the Board. Any vacancy occurring in any office of the Corporation may be filled by the Board. The election or appointment of an officer shall not of itself create contract rights.

5.3 Chairman. The Chairman, if any, or if there is no Chairman, then the President, shall preside at all meetings of the Board and shall exercise such powers and perform such other duties as shall be determined from time to time by the Board.

5.4 Chief Executive Officer. The Chief Executive Officer shall have general supervision over the business of the Corporation and other duties incident to the office of Chief Executive Officer, and any other duties as may from time to time be assigned to the Chief Executive Officer by the Board and subject to the control of the Board in each case. The Chief Executive Officer may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts and other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by

the Board or by these Bylaws to some other officer or agent of the Corporation, or shall be required by applicable law otherwise to be signed or executed.

5.5 Vice Presidents. Vice Presidents shall have the duties incident to the office of Vice President and any other duties that may from time to time be assigned to the Vice President by the President or the Board. Any Vice President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Corporation, or shall be required by applicable law otherwise to be signed or executed.

5.6 Secretary. The Secretary shall attend all meetings of the Board and of the Shareholders, record all the proceedings of the meetings of the Board and of the Shareholders in a book to be kept for that purpose and perform like duties for committees of the Board, when required. The Secretary shall give, or cause to be given, notice of all special meetings of the Board and of the Shareholders and perform such other duties as may be prescribed by the Board or by the President. The Secretary shall have custody of the corporate seal of the Corporation, and the Secretary or an Assistant Secretary, shall have authority to affix the same on any instrument that may require it, and when so affixed, the seal may be attested by the signature of the Secretary or by the signature of such Assistant Secretary. The Board may give general authority to any other officer to affix the seal of the Corporation and to attest the same by such officer's signature. The Secretary or an Assistant Secretary may also attest all instruments signed by the President or any Vice President. The Secretary shall have charge of all the books, records and papers of the Corporation relating to its organization and management, see that the reports, statements and other documents required by applicable law are properly kept and filed and, in general, perform all duties incident to the office of Secretary of a corporation and such other duties as may from time to time be assigned to the Secretary by the Board or the President.

5.7 Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds, securities and notes of the Corporation, receive and give receipts for moneys due and payable to the Corporation from any sources whatsoever; deposit all such moneys and valuable effects in the name and to the credit of the Corporation in such depositaries as may be designated by the Board, against proper vouchers, cause such funds to be disbursed by checks or drafts on the authorized depositaries of the Corporation signed in such manner as shall be determined by the Board and be responsible for the accuracy of the amounts of all moneys so disbursed, regularly enter or cause to be entered in books or other records maintained for the purpose full and adequate account of all moneys received or paid for the account of the Corporation, have the right to require from time to time reports or statements giving such information as the Treasurer may desire with respect to any and all financial transactions of the Corporation from the officers or agents transacting the same, render to the President or the Board, whenever the President or the Board shall require the Treasurer so to do, an account of the financial condition of the Corporation and of all financial transactions of the Corporation, disburse the funds of the Corporation as ordered by the Board and, in general, perform all duties incident to the office of Treasurer of a corporation and such other duties as may from time to time be assigned to the Treasurer by the Board or the President.

5.8 Assistant Secretaries and Assistant Treasurers. Assistant Secretaries and Assistant Treasurers shall perform such duties as shall be assigned to them by the Secretary or by the Treasurer, respectively, or by the Board or the President.

ARTICLE 6
INDEMNIFICATION

6.1 Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another entity or enterprise, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 6.3, the Corporation shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person only if the commencement of such Proceeding (or part thereof) by the Covered Person was authorized by the Board.

6.2 Prepayment of Expenses. To the extent not prohibited by applicable law, the Corporation shall pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any Proceeding in advance of its final disposition; provided, however, that, to the extent required by applicable law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article 6 or otherwise.

6.3 Claims. If a claim for indemnification or advancement of expenses under this Article 6 is not paid in full within 30 days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

6.4 Nonexclusivity of Rights. The rights conferred on any Covered Person by this Article 6 shall not be exclusive of any other rights that such Covered Person may have or hereafter acquire under any statute, provision of these Bylaws, the Articles of Incorporation, agreement, vote of Shareholders or disinterested directors or otherwise.

6.5 Other Sources. The Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another entity or enterprise shall be reduced by any amount such Covered Person may collect as indemnification or advancement of expenses from such other entity or enterprise.

6.6 Amendment or Repeal. Any amendment or repeal of the foregoing provisions of this Article 6 shall not adversely affect any right or protection hereunder of any Covered Person in respect of any act or omission occurring prior to the time of such amendment or repeal.

6.7 Other Indemnification and Prepayment of Expenses. This Article 6 shall not limit the right of the Corporation, to the extent and in the manner permitted by applicable law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

ARTICLE 7
GENERAL PROVISIONS

7.1 Certificates Representing Shares. The shares of stock of the Corporation shall be represented by certificates or all of such shares shall be uncertificated shares that may be evidenced by a book-entry system maintained by the registrar of such stock, or a combination of both. If shares are represented by certificates, such certificates shall be in the form approved by the Board. The certificates representing shares of stock of each class shall be signed by, or in the name of, the Corporation by the Chairman (if any), the President or any Vice President, and by the Secretary, any Assistant Secretary, the Treasurer or any Assistant Treasurer. Any or all such signatures may be facsimiles. Although any officer, transfer agent or registrar whose manual or facsimile signature is affixed to such a certificate ceases to be such officer, transfer agent or registrar before such certificate has been issued, it may nevertheless be issued by the Corporation with the same effect as if such officer, transfer agent or registrar were still such at the date of its issue.

7.2 Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agents and registry offices or agents at such place or places as may be determined from time to time by the Board.

7.3 Lost, Stolen or Destroyed Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate or his legal representative to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

7.4 Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be maintained on any information storage

device or method; provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to applicable law.

7.5 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board.

7.6 Amendments. These Bylaws may be amended or repealed and new Bylaws may be adopted by the Board, but the Shareholders may make additional Bylaws and may alter and repeal any Bylaws whether such Bylaws were originally adopted by them or otherwise.

7.7 Conflict with Applicable Law or Articles of Incorporation. These Bylaws are adopted subject to any applicable law and the Articles of Incorporation. Whenever these Bylaws may conflict with any applicable law or the Articles of Incorporation, such conflict shall be resolved in favor of such law or the Articles of Incorporation.

Exhibit C

Shareholders' Agreement

EXECUTION VERSION

SHAREHOLDERS' AGREEMENT

among

AGE REVERSAL THERAPEUTICS, INC.

and

THE SHAREHOLDERS NAMED HEREIN

dated as of

July 25, 2016

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AGE REVERSAL THERAPEUTICS, INC. SHAREHOLDERS' AGREEMENT

THIS SHAREHOLDERS' AGREEMENT (as amended or supplemented from time to time, this "***Agreement***") is made as of the 25th day of July, 2016 by and among (i) Age Reversal Therapeutics, Inc., a Florida corporation (the "***Corporation***"); (ii) LifeSpanXL, LLC, a Nevada limited liability company ("***LifeSpanXL***"); and (iii) Life Extension Age Reversal Project, LLC, a Delaware limited liability company, the holder of a majority of the issued and outstanding stock of the Corporation (the "***Majority Holder***"). LifeSpanXL and the Majority Holder, and any other individual or entity who subsequently becomes a party to this Agreement as a Shareholder (as described on Schedule "A" attached hereto), are hereafter referred to collectively as the "***Shareholders***." Capitalized terms used in this Agreement have the respective meanings ascribed to them in Article XII (at the end of this Agreement).

RECITALS

WHEREAS, LifeSpanXL owns 2,500,000 Shares of the Corporation, which number equals approximately 27.78% of the aggregate issued and outstanding Shares of the Corporation on the date hereof (without taking into account an option pool of Shares in an amount that may include up to 1,000,000 Shares at the discretion of the Corporation's Board of Directors (the "***Option Pool***") (any Shares beneficially owned by LifeSpanXL from time to time, the "***LifeSpanXL Shares***");

WHEREAS, the Majority Holder owns 6,500,000 Shares of the Corporation, which number equals approximately 72.22% of the aggregate issued and outstanding Shares of the Corporation on the date hereof (without taking into account the Option Pool) (any Shares beneficially owned by the Majority Holder from time to time, the "***Majority Holder Shares***");

WHEREAS, in consideration of the Corporation's issuance to LifeSpanXL of the LifeSpanXL Shares on the date hereof, LifeSpanXL has contributed to the Corporation all of LifeSpanXL's rights, title and interest in and to the name "Aging Cure", and the website domain name "AgingCure.com," and all trademark rights, if any, with respect thereto, in connection with this contribution, LifeSpanXL has executed and delivered an assignment of the website domain name and any other forms or documents to vest title to the website domain name in the Corporation; and

WHEREAS, the parties hereto desire to into this Agreement, which shall govern certain aspects of their relationships with each other with respect to their Shares;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto hereby agree as follows:

Article I RESTRICTIONS ON SHARES

Section 1.01 Restrictions on Pledge of Shares. No Shareholder shall pledge, hypothecate, or otherwise encumber all or any portion of such Shareholder's Shares; *provided,*

however, that Shares may be pledged to any lender(s) as collateral for the indebtedness, liabilities and obligations of the Corporation to such lender(s).

Section 1.02 Restrictions on Transfers of Shares. Except as expressly provided in Section 1.01 and Articles II through V, no Shareholder shall Transfer all or any portion of such Shareholder's Shares, or any rights or interest therein, whether voluntarily or involuntarily, by operation of law or by judicial sale, by gift, or otherwise, without the unanimous prior written consent of the other Shareholders; *provided, however*, that Shares may pass without such unanimous prior written consent to (a) the heirs or legatees of an individual Shareholder upon such Shareholder's death, or (b) an Affiliate of such Shareholder.

Section 1.03 Permitted Transfers. Any Transfers permitted under Section 1.01 or clauses (a) or (b) of Section 1.02 are referred to herein as "***Permitted Transfers***". Notwithstanding anything contained in this Agreement to the contrary, none of the restrictions on Transfer set forth in Articles II through V shall apply to any Transfer of Shares which constitutes a Permitted Transfer.

Section 1.04 Joinder Required. Any Transfer permitted under this Agreement shall be effective only if the transferee (if not otherwise a party to this Agreement) agrees in writing to become a party to and be bound by this Agreement as a Shareholder, by signing a joinder in the form of Exhibit "B" hereto (a "***Joinder***") within ten (10) days of the Transfer. If the transferee fails to execute a Joinder within such ten (10) day period, the applicable transferor Shareholder shall become an Affected Shareholder pursuant to Article V. Any purported transfer in violation of any provision of this Agreement shall be void and ineffectual and shall not operate to transfer any interest or title in the purported transferee.

Section 1.05 Spousal Consent. Each individual Shareholder who is married at the time any Shares are acquired by such Shareholder shall cause his or her spouse to execute and deliver a Spousal Consent in the form of Exhibit "C" hereto (a "***Spousal Consent***") immediately upon acquisition of any such Shares and as a condition thereof.

Article II OFFERS TO SELL SHARES

Section 2.01 Offer.

(a) If a Shareholder receives a bona fide written offer (an "***Offer***") to purchase all or any portion of such Shareholder's Shares (the "***Offered Shares***") from an individual or entity that is not an Affiliate of such Shareholder (the "***Offeror***") which such Shareholder desires to accept, such Shareholder (the "***Offering Shareholder***") must first offer to sell such Offered Shares to the other Shareholders (the "***Non-Offering Shareholders***") and the Corporation in accordance with this Article II. For the avoidance of doubt, a Transfer made in accordance with Sections 1.01 or 1.02 shall not be subject to this Article II.

(b) Within ten (10) days after the receipt of an Offer, the Offering Shareholder shall give notice of the Offer (the "***Offer Notice***") to the Non-Offering Shareholders and the Corporation. The Offer Notice shall state the name and address of the Offeror, the number of Offered Shares, the price or other consideration to be paid by the Offeror and all other terms and

conditions of such proposed transfer, including the anticipated closing date of such proposed transfer. For the avoidance of doubt, pursuant to this Article II, the Non-Offering Shareholders and the Corporation may purchase in the aggregate less than all of the Offered Shares, in which case the Offering Shareholder may Transfer any Shares not acquired by the Non-Offering Shareholders and the Corporation, as provided in Section 2.04. The Offering Shareholder shall not participate (including voting as a shareholder or as a director of the Corporation) in the Corporation's decision to purchase or refuse to purchase the Offered Shares.

Section 2.02 Right of First Refusal. The Non-Offering Shareholders and the Corporation shall have the right to purchase the Offered Shares on the terms and purchase price(s) set forth in the Offer Notice in the following order of priority: (i) first, each Non-Offering Shareholder shall have the right to purchase the proportion, rounded to the nearest whole number to eliminate fractional shares, of Offered Shares which the number of Shares held by such Non-Offering Shareholder bears to the number of Shares held by all Non-Offering Shareholders, in accordance with the procedures set forth in Section 2.02(a), (ii) second, each Non-Offering Shareholder shall have the right to purchase such other number of Offered Shares as all Non-Offering Shareholders may unanimously agree in writing, in accordance with the procedures set forth in Section 2.02(b), and (iii) third, the Corporation shall have the right to purchase all or any portion of Offered Shares not purchased pursuant to Section 2.02(a) or 2.02(b), in accordance with the procedures set forth in Section 2.02(c).

(a) A Non-Offering Shareholder shall exercise its initial right to purchase any Offered Shares by delivering a written notice to the Offering Shareholder, the Corporation and the other Non-Offering Shareholders within twenty (20) days of receipt of the Offer Notice, stating the amount of the proportionate share of the Offered Shares that such Non-Offering Shareholder elects to purchase on the terms and purchase price(s) set forth in the Offer Notice. The notice delivered pursuant to this Section 2.02(a) shall be binding upon delivery and irrevocable.

(b) A Non-Offering Shareholder may also purchase any additional Offered Shares as may be unanimously agreed to in writing by all Offering Shareholders on or before the 20th day following receipt of the Offer Notice, stating the amount of the proportionate share of the Offered Shares that such Non-Offering Shareholder shall purchase on the terms and purchase price(s) set forth in the Offer Notice. Any unanimous written agreement delivered pursuant to this Section 2.02(a) shall be binding upon delivery and irrevocable.

(c) The Corporation shall have the right to purchase any Offered Shares not purchased pursuant to Section 2.02(a) or 2.02(b), during the ten (10) day period following the earlier of (i) receipt of the notice provided in Section 2.02(a) or (ii) the expiration of the twenty (20) day period provided in Section 2.02(a), which right shall be exercisable during such ten (10) day period by delivering a written notice to the Offering Shareholder and the Non-Offering Shareholders stating the amount of Offered Shares that the Corporation elects to purchase on the terms and purchase price(s) set forth in the Offer Notice. The notice delivered pursuant to this Section 2.02(c) shall be binding upon delivery and irrevocable.

Section 2.03 Closing. If the Non-Offering Shareholders or the Corporation shall have exercised their rights in accordance with Section 2.02, closing on such sale shall be held within ninety (90) days after the date of such exercise.

Section 2.04 Failure to Exercise Rights. If less than all of the Offered Shares subject to an Offer are purchased pursuant to Section 2.02, the Offering Shareholder may, for a period of sixty (60) days after the date of notice of the Offer, sell the unpurchased Offered Shares to the Offeror; *provided*, *however*, that (a) such Offered Shares are sold to the Offeror at the price and upon the terms set forth in the Offer Notice, and (b) such Offeror agrees in writing to assume performance of and to be bound by the terms and conditions of this Agreement as a Shareholder hereunder by signing a Joinder within ten (10) days of the Transfer. If the Offering Shareholder wishes to sell the Offered Shares at a price or on terms other than as set forth in the Offer Notice, or has not sold such Offered Shares within the aforementioned sixty (60) day period, the Offering Shareholder shall be obliged to reoffer the Offered Shares in accordance with this Article II before such Offering Shareholder shall be permitted to Transfer the Offered Shares, or any part thereof, to any individual or entity, except as otherwise specifically provided in this Agreement.

Article III TAG-ALONG RIGHTS

Section 3.01 Tag-Along Right. Subject to the terms and conditions specified in Articles I and II and this Section 3.01, if any Shareholder (the "***Selling Shareholder***") proposes to Transfer any of its Shares (collectively, the "***Tag-Along Shares***") to any individual or entity that is not an Affiliate of the Selling Shareholder, each other Shareholder (each, a "***Tag-Along Shareholder***") shall be permitted to participate in such sale (a "***Tag-Along Sale***") on the terms and conditions set forth in this Section 3.01.

Section 3.02 Exclusions. Notwithstanding anything herein to the contrary, the provisions of Section 3.02 shall not apply to any Transfer of Shares that is:

(a) any Transfer of Shares which constitutes a Permitted Transfer;

(b) made to either the Corporation or any applicable Non-Offering Shareholder pursuant to the exercise of the rights set forth in Article II;

(c) made to either the Corporation or any applicable Non-Affected Shareholder pursuant to the exercise of the rights set forth in Article V; or

(d) made pursuant to a public offering of the Corporation's equity securities.

Section 3.03 Notice. The Selling Shareholder shall deliver to the Corporation and each Tag-Along Shareholder a written notice (a "***Tag-Along Notice***") of the proposed Tag-Along Sale within (i) five (5) days following the expiration of the time periods set forth in Sections 2.01 and 2.02, in the event that the Non-Offering Shareholders and/or Corporation shall not have, in the aggregate, exercised their respective rights to purchase all and not less than all of the Offered Shares pursuant to Sections 2.01 and 2.02, or (ii) twenty (20) days prior to the consummation of any Tag-Along Sale which was not subject to Sections 2.01 and 2.02. The Tag-Along Notice

shall make reference to the Tag-Along Shareholders' rights hereunder and shall set forth: (i) the number of Tag-Along Shares the Selling Shareholder proposes to Transfer; (ii) the identity of the prospective transferee(s); (iii) the proposed date, time and location of the closing of the Tag-Along Sale, which shall not be less than 60 (sixty) days from the date of the Tag-Along Notice; (iv) the purchase price per Share of the Tag-Along Shares (which shall be payable solely in cash); (v) the other material terms and conditions of the Transfer; and (vi) a copy of any form of agreement proposed to be executed in connection therewith.

Section 3.04 Exercise. Each Tag-Along Shareholder may exercise its right to participate in the Tag-Along Sale on the terms described in the Tag-Along Notice by delivering to the Selling Shareholder a written notice (a "***Tag-Along Exercise Notice***") stating its election to do so for the Tag-Along Shares included in the Tag-Along Notice no later than ten (10) days after receipt of the Tag-Along Notice (the "***Tag-Along Exercise Period***"). The election of each Tag-Along Shareholder set forth in a Tag-Along Exercise Notice shall be irrevocable, and, to the extent the offer in the Tag-Along Notice is accepted, such Tag-Along Shareholder shall be bound and obligated to consummate the Transfer on the terms and conditions set forth in this Article III. If one or more Tag-Along Shareholders elects pursuant to a Tag-Along Exercise Notice and this Section 3.04 to participate in the Tag-Along Sale, the amount of Tag-Along Shares that the Selling Shareholder may sell in the Tag-Along Sale shall be correspondingly reduced in accordance with Section 3.05.

Section 3.05 Number of Tag-Along Shares. The Selling Shareholder and each Tag-Along Shareholder timely electing to participate in the Tag-Along Sale pursuant to Section 3.04 shall have the right to Transfer in the Tag-Along Sale the number of Tag-Along Shares set out in the applicable Tag-Along Notice, equal to the product of (a) the aggregate number of Tag-Along Shares set out in the applicable Tag-Along Notice, and (b) such Shareholder's proportionate share. Any Tag-Along Shareholder may elect to sell in the Tag-Along Sale less than the number of Shares calculated pursuant to this Section 3.05, in which case the Selling Shareholder shall have the right to sell the applicable number of Tag-Along Shares not elected to be sold by a Tag-Along Shareholder.

Section 3.06 Consideration and Effect. Each Shareholder participating in the Tag-Along Sale shall receive the same per Share consideration as the Tag-Along Shares, after deduction of such Shareholder's proportionate share of the related fees and expenses in accordance with Section 3.09. In addition, no Transfer of any Tag-Along Shares by the Selling Shareholder in the Tag-Along Sale shall occur unless the prospective transferee simultaneously purchases the Shares elected to be sold by the Tag-Along Shareholders pursuant to Section 3.04, Section 3.06 and Section 3.07 and if any such Transfer is in violation of this Section 3.01, it shall be null and void.

Section 3.07 Representations. Each Tag-Along Shareholder shall execute the applicable purchase agreement, if any, and shall make or provide the same representations, warranties, covenants and indemnities as the Selling Shareholder makes or provides in connection with the Tag-Along Sale; *provided*, that each Tag-Along Shareholder shall only be obligated to make representations and warranties that relate specifically to such Tag-Along Shareholder (as opposed to the Corporation and its business) with respect to the Tag-Along Shareholder's title to and ownership of the applicable Shares to be sold by it, authorization, execution and delivery of

relevant documents, enforceability of such documents against the Tag-Along Shareholder, and other similar representations and warranties made by the Selling Shareholder, and shall not be obligated to make any of the foregoing representations and warranties with respect to any other Shareholders or their Shares; and *provided*, *further*, that no Tag-Along Shareholder shall be required to make any indemnification thereunder other than severally and not jointly and severally (a) with respect to breaches of representations, warranties and covenants made by such Tag-Along Shareholder, if any, pro rata based on the aggregate proceeds received by such Shareholder in the Tag-Along Sale, and (b) in an amount not to exceed for such Shareholder the total net consideration (i.e., the total gross consideration after deduction for fees and expenses pursuant to Section 3.09) received by such Shareholder in respect of such Tag-Along Sale.

Section 3.08 Further Assurances. Subject to Section 3.07, each Tag-Along Shareholder shall take all actions as may be reasonably necessary to consummate the Tag-Along Sale, including entering into agreements and delivering certificates and instruments (including stock certificates evidencing the applicable Shares, duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank), in each case, consistent with the agreements being entered into and the certificates and instruments being delivered by the Selling Shareholder.

Section 3.09 Fees and Expenses. The fees and expenses of the Selling Shareholder incurred in connection with a Tag-Along Sale and for the benefit of all Tag-Along Shareholders (it being understood that costs incurred by or on behalf of a Selling Shareholder for its sole benefit will not be considered to be for the benefit of all Tag-Along Shareholders), to the extent not paid or reimbursed by the Corporation or the prospective transferee, shall be shared by the Selling Shareholder and all the participating Tag-Along Shareholders on a pro rata basis, based on the aggregate consideration received by each such Shareholder; *provided*, that no Tag-Along Shareholder shall be obligated to make any such out-of-pocket expenditure prior to the consummation of the Tag-Along Sale.

Article IV EVENTS CREATING AN OFFER TO SELL SHARES

Section 4.01 Triggering Events.

(a) Upon the occurrence of any of the following events (each, a "***Triggering Event***"), the Shareholder to whom the event relates or such Shareholder's personal representative (each, an "***Affected Shareholder***") shall be deemed to have made an offer to sell to the other Shareholders (the "***Non-Affected Shareholders***") and to the Corporation such Affected Shareholder's Shares in accordance with Section 4.02:

(i) the attachment of, execution against, levy upon or other seizure of all or any portion of a Shareholder's Shares unless (and for only so long as) counsel for the Corporation determines that the Affected Shareholder is in good faith contesting such attachment, execution, levy or other seizure;

(ii) an assignment by a Shareholder for the benefit of creditors, which assignment includes all or any portion of such Shareholder's Shares;

(iii) the commencement of any bankruptcy, insolvency, reorganization, arrangement or liquidation proceeding by or against a Shareholder, provided that the Shareholder shall have no further right to contest same or appeal from rejection of the Shareholder's contest, or the appointment of a trustee, receiver, conservator or other judicial representative of a Shareholder, or of all or of a substantial part of such Shareholder's property;

(iv) the possession by any individual or entity of a Shareholder's Shares or of a claim to, lien on, interest in or encumbrance upon such Shareholder's Shares other than an individual or entity that acquired such Shares, claim, lien, interest or encumbrance in accordance with conditions hereof;

(v) the Transfer or attempted transfer of any Shares in violation of this Agreement; or

(vi) the termination of an Affiliated Shareholder's employment with, or service on the Board of, the Corporation, for Cause.

(b) Within 15 days after the occurrence of any Triggering Event, the Affected Shareholder shall give notice of such event (the "***Triggering Event Notice***") to the Non-Affected Shareholders and the Corporation, setting forth the details of such Triggering Event.

Section 4.02 Option to the Corporation and the Non-Affected Shareholders. Upon the occurrence of a Triggering Event, the Non-Affected Shareholders and the Corporation shall have the right to purchase all or any portion of the Affected Shareholder's Shares (the "***Affected Shares***") on the terms set forth herein. The order and procedure for the exercise of such rights to purchase the Affected Shares shall otherwise be identical to the order and procedures set forth in Article II, except that the time period for exercise of the option shall not begin until the Assigned Value or Appraised Value, as applicable, is determined in accordance with Section 4.03. The Affected Shareholder shall not participate (including voting as a shareholder or as a director of the Corporation) in the Corporation's decision to purchase or refuse to purchase the Affected Shares.

Section 4.03 Price.

(a) If the purchase of Affected Shares is pursuant to a Triggering Event set forth in Section 5.01(a)(vi), the purchase price of each Share shall be the per Share book value, defined to mean that figure obtained when the net worth of the Corporation is divided by the total number of Shares issued and outstanding. The net worth of the Corporation as shown on the fiscal year end statement of the Corporation for the year immediately preceding such Triggering Event shall be binding and conclusive on the Triggering Event Parties. Each fiscal year end statement of the Corporation shall be prepared in accordance with GAAP.

(b) If the purchase of Affected Shares is pursuant to any Triggering Event other than as set forth in Section 4.01(a)(vi), the purchase price of each Share shall be the Assigned Value. If the Affected Shareholder is then serving as a member of the Board, such Affected Shareholder shall not participate in the deliberations or decision of the Board with respect to the Assigned Value. If, within fifteen (15) days following notice to the Affected

Shareholder of such Assigned Value, the Affected Shareholder provides the Board with notice objecting to the Assigned Value, the Triggering Event Parties shall attempt to agree on a Qualified Appraiser.

(c) If the Triggering Event Parties agree on a Qualified Appraiser pursuant to Section 4.03(b), such Qualified Appraiser shall give a written opinion and written appraisal as to the fair market value per Share (the "***Appraised Value***"), and such determination shall be final and binding on the Triggering Event Parties.

(d) If the Triggering Event Parties cannot agree on a Qualified Appraiser pursuant to Section 4.03(b), the Affected Shareholder, on the one hand, and any Non-Affected Shareholder purchasing Shares and the Corporation, on the other hand, shall each select and direct a Qualified Appraiser, who must not have received more than $5,000 in fees during the preceding twenty-four (24) calendar months from any party hereto (collectively, the "***Appraisers***"), to give its written opinion and written appraisal as to the Appraised Value, as follows:

(i) The Appraisers shall each make their determination and shall each render a written appraisal to the Triggering Event Parties within thirty (30) days of their respective engagement. If the Appraisers agree on the Appraised Value, such Appraised Value shall be final and binding on the Triggering Event Parties. If the Appraised Values are within ten percent (10%) of each other, the average of the two Appraised Values shall be final and binding on the Triggering Event Parties.

(ii) If the Appraised Values are not within ten percent (10%) of each other, the Appraisers shall, within forty (40) days of their respective engagement, select a third independent Qualified Appraiser (the "***Third Appraiser***"), who must neither be affiliated with either of the Appraisers nor have received more than $5,000 in fees during the preceding twenty-four (24) calendar months from any party hereto or from either of the Appraisers. The Third Appraiser shall render a written opinion of the Appraised Value and provide a copy thereof to each of the Triggering Event Parties within thirty (30) days of its direction or engagement by the Appraisers. All three Appraised Values shall then be averaged, and the valuation farthest from the average shall be disregarded. The final Appraised Value shall be the average of the two remaining Appraised Values, and shall be final and binding on the Triggering Event Parties.

(e) In determining any Assigned Value or Appraised Value, a twenty five percent (25%) discount shall be applied with respect to any Shares sold by an Affected Shareholder under this Article IV to the extent that such Shares represent less than fifty percent (50%) of all of the Shares.

(f) The Affected Shareholder, on the one hand, and any Non-Affected Shareholder purchasing Shares and the Corporation, on the other hand, shall be responsible for one-half the cost of all of the fees and costs incurred in obtaining the appraisal(s) from any of the Appraisers as required under this Article IV.

Section 4.04 Payment Terms. The following terms shall apply with respect to any purchase by a Non-Affected Shareholder or the Corporation pursuant to this Article IV:

(a) The purchase price shall be paid in thirty-six (36) equal consecutive quarterly installments, the first of which shall be due 90 days after the closing and the remaining installments thereafter on the same day of each succeeding quarter until the purchase price shall have been paid in full.

(b) Unpaid balances of the purchase price shall bear interest at the commercial lending rate of interest fixed from time to time as reflected in *The Wall Street Journal* and designated as the "Prime Rate", as determined as of the closing of any sale hereunder and adjusted annually thereafter on each anniversary of the closing to such "Prime Rate" on such anniversary date until the purchase price has been paid in full. Interest payments shall be made concurrently with each installment or other payment of principal, as applicable.

(c) A non-negotiable promissory note evidencing the unpaid portion of the purchase price, in the form attached hereto as Exhibit "D", shall be executed by each purchaser and delivered to the Affected Shareholder.

Article V GENERAL TRANSFER PROVISIONS

Section 5.01 Failure to Give Notices. The failure to give an Offer Notice, a Tag-Along Notice or a Triggering Event Notice as required hereunder shall in no way prevent any Shareholder or the Corporation from exercising their respective rights as provided herein.

Section 5.02 Failure to Transfer Shares. If any Shareholder (or personal representative thereof) whose Shares are subject to Transfer hereunder does not assign and transfer such Shares to a purchaser as required hereunder, such Shares shall be deemed assigned and transferred to the purchaser. The Corporation, upon receipt of notice, will mark its records to indicate that the certificates have been canceled and will, if necessary, issue new certificates to the purchaser. Each Shareholder hereby gives the Secretary of the Corporation an irrevocable power of attorney to make assignments and Transfers on the Corporation's books on behalf of such Shareholder in accordance with the terms hereof.

Section 5.03 Endorsement Upon Share Certificates. All Share certificates shall be endorsed as follows:

> "The shares represented by this certificate may not be transferred, hypothecated, pledged or otherwise disposed of, except in compliance with a certain Shareholders' Agreement, dated as of July 25, 2016, copies of which are on file in the office of the Secretary of this corporation."

Article VI NO PREEMPTIVE RIGHTS

Section 6.01 No Preemptive Rights. Each Shareholder acknowledges that the Corporation's Articles of Incorporation do not provide any preemptive rights to the Shareholders.

Article VII BOARD MATTERS

Section 7.01 Board Composition.

(a) Subject to the provisions of Section 7.01(b), so long as LifeSpanXL and its Permitted Transferees own, collectively, at least fifty percent (50%) of the LifeSpanXL Shares, the Majority Holder shall vote, or shall cause to be voted, all Shares owned by the Majority Holder, or over which the Majority Holder has voting control, from time to time and at all times, in whatever manner as shall be necessary to vote for the LifeSpanXL Directors at each annual or special meeting of Shareholders at which an election of directors is held or pursuant to any written consent of the Shareholders. As used herein, the term "***LifeSpanXL Directors***" shall mean, collectively, two (2) directors designated by LifeSpanXL, or its designee or, in the event that at any time the number of directors comprising the Board shall be less than five (5), a single director designated by LifeSpanXL, or its designee.

(b) Notwithstanding anything to the contrary set forth in Section 7.01(a), the Majority Holder's obligation to vote any Shares for the election of any LifeSpanXL Director to the Board is conditioned upon such LifeSpanXL Directors having certified that no disqualifying event described in Rule 506(d) (1)(i)-(viii) of the Securities Act of 1933, as amended, is applicable to such LifeSpanXL Director, and the Corporation's having verified such certification.

(c) Subject to the conditions set forth in Section 7.01(b), the initial LifeSpanXL Directors shall be Patricia Riley and James Riley.

Section 7.02 Removal; Resignation; Vacancies. A LifeSpanXL Director may be removed at any time as a director on the Board for Cause; *provided, however*, that if, at any time during which LifeSpanXL and its Permitted Transferees own, collectively, at least fifty percent (50%) of the LifeSpanXL Shares, a vacancy is created on the Board due to the death, disability, retirement, resignation or removal of a LifeSpanXL Director, then LifeSpanXL or its designee shall have the right to designate an individual to fill such vacancy and the Majority Holder shall vote all Shares owned by it or over which it has voting control, and shall take all other necessary or desirable actions within the Majority Holder's control (including in its capacity as a Shareholder, director, member of a board committee, officer of the Corporation or otherwise), and the Corporation shall take all necessary or desirable actions within its control, to ensure the election or appointment of such designee to fill such vacancy on the Board.

Section 7.03 Voting Agreement. In the event that this Agreement is terminated pursuant to Article X (other than pursuant to Section 9.01(f)) at a time when LifeSpanXL and its Permitted Transferees still own, collectively, at least fifty percent (50%) of the LifeSpanXL Shares, LifeSpanXL and its Permitted Transferees and the Majority Holder shall enter into a voting agreement to memorialize the survival of the terms and conditions set forth in Sections 7.01 and 7.02.

Section 7.04 Affiliate Transactions. The Corporation and each of the Shareholders acknowledge and agree that the Corporation shall not enter into or approve any transaction between the Corporation and any Shareholder and any member or other direct or indirect owner,

manager, director, or officer of such Shareholder, or any Affiliate of a Shareholder or any family member of an owner of a Shareholder, without the affirmative consent of a majority of the Shares owned by all of the disinterested Shareholders.

Article VIII ARBITRATION; REMEDIES

Section 8.01 Confidentiality of Proceedings. If there shall be a Dispute, all the facts and circumstances surrounding or relating to the subject matter thereof shall be kept in strict confidence, and none of the parties involved therein shall at any time disclose any of the matters relating thereto to any individual or entity except, if appropriate, to the attorneys and accountants representing the party or parties involved in the Dispute and who agree to be bound by the provisions of this Article VIII.

Section 8.02 Arbitration. Except as otherwise provided in this Article VIII, any and all Disputes shall be submitted to and settled by arbitration in before and in accordance with the commercial rules then obtaining of the American Arbitration Association. The parties to any such Dispute agree to bear joint and equal responsibility for all fees and expenses of such arbitrator, abide by any decisions rendered as final and binding, and waive the right to submit the Dispute to a public tribunal for a jury or non-jury trial. Judgment upon any award may be entered in any court of competent jurisdiction.

(a) The arbitrator will have full power to give directions and make such orders as the arbitrator deems just; *provided, however*, that the arbitrator explicitly shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement.

(b) The arbitrator shall issue a written decision within forty-five (45) calendar days after the conclusion of the arbitration hearing. This agreement to arbitrate shall be specifically enforceable. Any award by the arbitrator shall be binding and enforceable in accordance with its terms in any court of competent jurisdiction.

Section 8.03 Specific Performance. Notwithstanding anything to the contrary set forth in this Agreement, the parties hereto agree that the remedy at law for any breach of the terms of this Agreement may be inadequate and that in addition to, and not in limitation of any other remedies that any party may have either at law or in equity or in arbitration or otherwise under the terms of this Agreement, any party shall be entitled to specific performance or injunctive relief or other equitable relief from any court of competent jurisdiction from any breach or purported breach hereof.

Section 8.04 Indemnification. Each of the Shareholders agrees to defend, indemnify and hold harmless each of the other Shareholders and the Corporation from and against any and all damages, losses, deficiencies, claims, debt, liabilities, obligations, actions, causes of action, suits, demands, judgments, proceedings, costs and expenses, including all reasonable attorneys' fees and costs of litigation, arising from or relating to or incurred in connection with any breach of this Agreement by such Shareholder or any failure to perform such Shareholder's obligations under the provisions of this Agreement.

Article IX TERMINATION

Section 9.01 Term. This Agreement shall terminate upon the occurrence of any of the following events:

(a) LifeSpanXL and its Permitted Transferees no longer own, collectively, at least fifty percent (50%) of the LifeSpanXL Shares;

(b) The Majority Holder and its Permitted Transferees no longer own, collectively, at least fifty percent (50%) of the Majority Holder Shares;

(c) The entry of any order for relief under the Federal Bankruptcy Code with respect to the Corporation, or a receivership or dissolution of the Corporation;

(d) The voluntary written agreement of all of the parties who are then bound by the terms hereof;

(e) The consummation of a public offering of equity securities by the Corporation; or

(f) Patricia Riley's resignation as Chief Executive Officer, without "Good Reason" (as that term is defined in that certain letter agreement between the Majority Holder and Patricia Riley dated as of July 25, 2016).

Section 9.02 Certificates. Upon termination of this Agreement, each Shareholder may surrender to the Corporation such Shareholder's certificates for Shares, and the Corporation shall issue to such Shareholder, in lieu thereof, new certificates for an equal number of Shares.

Article X MISCELLANEOUS

Section 10.01 Notices. All notices required or permitted under this Agreement shall be in writing and shall be sent to address for each party set forth below the signature line for such party on the signature pages hereof or if to the Corporation to the address of the Corporation's principal place of business (or such other address as a party may designate in writing to the others). Notices may be made by (a) certified mail, return receipt requested, and will be deemed given three (3) days after dispatch with adequate postage, (b) personally, and will be deemed given on the date delivered to the recipient, or (c) via overnight service with a national courier service, and will be deemed given two (2) days after delivery to the national courier service.

Section 10.02 Further Assurances. The parties agree to execute and deliver all documents and instruments which are reasonably necessary to carry out the terms and conditions of this Agreement.

Section 10.03 Entire Agreement. This Agreement, together with the Exhibits attached hereto, and the letter agreement between the Majority Holder and Ms. Patricia Riley dated as of July 25, 2016, states the entire understanding among the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral and written communications and agreements with respect to the subject matter hereof.

Section 10.04 Amendments. This Agreement shall not be changed, amended or terminated, except by written agreement of Shareholders holding not less than a majority of the LifeSpanXL Shares and the Majority Holder Shares outstanding, respectively.

Section 10.05 Construction. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Unless a particular context clearly provides otherwise, the words "hereof" and "hereunder" and similar references refer to this Agreement in its entirety and not to any specific Section or Section. For the purposes of this Agreement, "including" means "including without limitation."

Section 10.06 Preparation of Agreement. It is acknowledged by each party that such party either had separate and independent advice of counsel or the opportunity to avail itself of separate and independent legal counsel. Each party hereto understands and acknowledges that Blank Rome LLP is legal counsel to the Majority Holder only, and does not represent any other party to this Agreement. In light of these and other relevant facts it is further acknowledged that no party shall be construed to be solely responsible for the drafting hereof, and therefore any ambiguity shall not be construed against any party as the alleged drafter of this Agreement.

Section 10.07 No Waivers. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any party, and no course of dealing between the parties, shall constitute a waiver of, or shall preclude any other or further exercise of, any right, power or remedy. All remedies provided by this Agreement are in addition to all other remedies provided by law.

Section 10.08 Parties in Interest. This Agreement shall inure to the benefit of and be legally binding upon the parties hereto and their respective heirs, executors, personal representatives, successors and permitted assigns.

Section 10.09 Severability. If any provision of this Agreement is construed to be invalid, illegal or unenforceable by any judicial or administrative authority, the validity and enforceability of the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

Section 10.10 Section Headings. Section headings in this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its interpretation.

Section 10.11 Counterparts. This Agreement may be executed in any number of counterparts (including by .pdf and facsimile), each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 10.12 Governing Law. This Agreement is made under, and shall be governed by, and construed in accordance with, the laws of the State of Florida in all respects, including

matters of construction, validity and performance, without application of the conflicts of laws provisions thereof.

Article XI CERTAIN DEFINED TERMS

Capitalized terms used in this Agreement have the following meanings:

"***Affected Shareholder***" has the meaning set forth in Section 4.01(a).

"***Affected Shares***" has the meaning set forth in Section 4.02.

"***Affiliate***" means an individual or entity which controls, is controlled by, or is under common control with, the applicable individual or party.

"***Agreement***" has the meaning set forth in the Preamble.

"***Appraised Value***" has the meaning set forth in Section 4.03(c).

"***Appraisers***" has the meaning set forth in Section 4.03(d).

"***Assigned Value***" means the fair market value per Share, as determined by the Board in its good faith discretion.

"***Board***" means the Board of Directors of the Corporation.

"***Cause***" means (i) an individual's being charged with, or being convicted of, or pleading guilty or *nolo contendere* to, a felony or any other crime involving moral turpitude or fraud, or any crime involving the Corporation; (ii) an individual's willful misconduct or gross negligence with respect to the Corporation, which is not cured within ten (10) days following such individual's receipt of written notice thereof from the Corporation; (iii) an individual's fraud with respect to the Corporation; (iv) any act undertaken with the intent of aiding or abetting a competitor, supplier or customer of the Corporation to the disadvantage or detriment of the Corporation (except for such acts as are expressly permitted pursuant to Section 4 of that certain letter agreement between the Majority Holder and Ms. Patricia Riley dated as of July 25, 2016); and (v) repeated conduct causing the Corporation public disgrace or disrepute or economic harm.

"***Corporation***" has the meaning set forth in the Preamble.

"***Dispute***" means, collectively, any claims, controversies, demands, disputes, or differences arising from or relating to this Agreement.

"***GAAP***" means generally accepted accounting principles, consistently applied.

"***Joinder***" has the meaning set forth in Section 1.04.

"***LifeSpanXL***" has the meaning set forth in the Preamble.

"***LifeSpanXL Directors***" has the meaning set forth in Section 7.01(a).

"***LifeSpanXL Shares***" has the meaning set forth in the Recitals.

"***Majority Holder***" has the meaning set forth in the Preamble.

"***Majority Holder Shares***" has the meaning set forth in the Recitals.

"***Non-Affected Shareholders***" has the meaning set forth in Section 4.01(a).

"***Non-Offering Shareholders***" has the meaning set forth in Section 2.01(a).

"***Offer***" has the meaning set forth in Section 2.01(a).

"***Offer Notice***" has the meaning set forth in Section 2.01(b).

"***Offered Shares***" has the meaning set forth in Section 2.01(a).

"***Offering Shareholder***" has the meaning set forth in Section 2.01(a).

"***Offeror***" has the meaning set forth in Section 2.01(a).

"***Option Pool***" has the meaning set forth in the Recitals.

"***Permitted Transfers***" has the meaning set forth in Section 1.03.

"***Qualified Appraiser***" means an appraiser who: (i) with respect to the valuation of any real property owned by the Corporation is MAI certified; (ii) has been in business for a minimum of five (5) years; and (iii) is experienced in valuing businesses of the same type and size as the Corporation.

"***Selling Shareholder***" has the meaning set forth in Section 3.01.

"***Shareholder***" has the meaning set forth in the Preamble.

"***Shares***" means shares of the Corporation's common stock, par value $0.001 per share.

"***Spousal Consent***" has the meaning set forth in Section 1.05.

"***Tag-Along Notice***" has the meaning set forth in Section 3.03.

"***Tag-Along Exercise Notice***" has the meaning set forth in Section 3.04.

"***Tag-Along Exercise Period***" has the meaning set forth in Section 3.04.

"***Tag-Along Sale***" has the meaning set forth in Section 3.01.

"***Tag-Along Shares***" has the meaning set forth in Section 3.01.

"***Tag-Along Shareholder***" has the meaning set forth in Section 3.01.

"***Third Appraiser***" has the meaning set forth in Section 4.03(d)(ii).

"***Transfer***" means to sell, transfer, pledge, hypothecate, assign or in any way alienate.

"***Triggering Event***" has the meaning set forth in Section 4.01(a).

"***Triggering Event Notice***" has the meaning set forth in Section 4.01(b).

"***Triggering Event Parties***" means, collectively, with respect to any purchase of Affected Shares, the Affected Shareholder, any Non-Affected Shareholder purchasing Affected Shares, and the Corporation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement as of the date first set forth above.

AGE REVERSAL THERAPEUTICS, INC.
a Florida corporation

By:_____
Patricia Riley
Chief Executive Officer
Address: 401 E Las Olas Blvd., Suite 1400
Ft Lauderdale, Florida 33309

LIFE SPAN XL, LLC
a Nevada limited liability company

By:_____
Patricia Riley
Manger
Address: 14101 NW 4th Street
Sunrise, FL 33325

LIFE EXTENSION AGE REVERSAL PROJECT, LLC
a Delaware limited liability company

By: LIFE EXTENSION FOUNDATION, INC.
its sole member

By:_____

Address: 3600 West Commercial Blvd.
Ft. Lauderdale, FL 33309

Schedule "A"

List of Shareholders

Shareholder and Address	**Number of Shares of Stock**	**Percentage**
LifeSpanXL, LLC 14101 NW 4th Street Sunrise, FL 33325	2,500,000	27.78%
Life Extension Age Reversal Project, LLC 3600 West Commercial Blvd. Ft. Lauderdale, FL 33309	6,500,000	72.22%
Total:	9,000,000	100%

Exhibit "B"

JOINDER

INTENDING TO BE LEGALLY BOUND, the undersigned agrees to become a party to the Shareholders' Agreement, dated as of July 25, 2016, and to be bound by such Agreement as a Shareholder (as defined therein).

IF INDIVIDUAL(S):

By: _____
(Signature)

Name: _____
(Print Name)

IF ENTITY:

By: _____
(signature)

Name: _____
(Print Name)

Title: _____
(Print Title)

Date: _____

Exhibit "C"

SPOUSAL CONSENT TO SHAREHOLDERS' AGREEMENT

I, _____, spouse of _____, hereby acknowledge and agree as follows:

1. I have read the Shareholders' Agreement dated as of July 25, 2016, a copy of which is attached hereto (the "***Agreement***").

2. I am familiar with and understand the transactions contemplated by the Agreement, I have been given the opportunity to seek separate independent counsel regarding such transactions, and I hereby join in the Agreement to the extent, if any, that my joinder may be necessary.

3. I hereby consent to the execution of the Agreement by my spouse and to any sale, transfer or purchase of Shares (as defined in the Agreement), or other actions, including, without limitation, any future amendments or modifications undertaken pursuant to the Agreement.

4. I hereby waive and relinquish any and all rights of any nature whatsoever concerning the Agreement and the Shares that I have or may have (including, without limitation, any claim or right to an elective share pursuant to the any law or equitable distribution, or other allocation or division of such property upon separation or divorce under the laws of the State of Florida or any other state). In lieu of such rights, I agree to seek and accept no more than my interest if any in the value of such Shares as set forth in the Agreement.

IN WITNESS WHEREOF, I have signed and sealed this Spousal Consent as of , 20__, intending to be legally bound hereby.

_____
(Print name)

_____
(Signature)

Witness:

_____

Exhibit "D"

NON-NEGOTIABLE PROMISSORY NOTE

$_____ Dated as of: _____ __, 20__

FOR VALUE RECEIVED, _____ ("***Maker***"), hereby promise to pay to the order of _____ (the "***Payee***") the principal sum of _____ Dollars ($_____), together with interest on the unpaid principal hereof, from the date of this Promissory Note (this "***Note***") until the principal sum shall be paid in full, at a fixed rate of _____ percent (___%) per annum. The interest rate set forth in this paragraph or the Default Rate, as the case may be, shall be applicable even if a judgment is obtained by the Payee after an Event of a Default.

This Note shall evidence Maker's obligation to pay Payee all other sum or sums constituting the purchase price under the Shareholders' Agreement, dated as of July 25, 2016, by and among Age Reversal Therapeutics, Inc., LifeSpanXL, LLC, Life Extension Age Reversal Project, LLC and the other shareholders named therein (the "***Shareholders' Agreement***"). This Note is governed by and subject to all conditions and provisions of the Shareholders' Agreement. Any capitalized terms used herein but not defined shall have the meaning set forth in the Shareholders' Agreement.

All interest accruing on this Note in each calendar quarter shall be due and payable on the first day of the following month after the end of a calendar quarter. The principal balance of this Note shall be paid in thirty-six (36) equal quarterly installments of _____ Dollars ($_____) beginning _____ __, 20___ and continuing on each _____ 1, _____ 1, _____1 and _____ 1[1] thereafter until paid in full (each such payment, an "***Installment***").

This Note may be prepaid without premium or penalty in whole or in part at any time and from time to time by paying the principal to be prepaid and all accrued interest on the prepaid principal up to the date of prepayment.

Optional and mandatory prepayments of principal shall be applied in reverse order of maturity and shall not postpone or reduce any regularly scheduled principal payment hereunder.

To the extent not previously paid, the outstanding principal balance of this Note and any accrued and unpaid interest thereon shall be paid in full on _____ ___, 20___.

Each of the following shall constitute an event of default (each, an "***Event of Default***") under this Note:

(a) The non-payment of principal, interest or any amount payable hereunder within thirty (30) days of the due date;

[1] Insert next applicable calendar quarter.

(b) The insolvency, in the bankruptcy sense, of Maker;

(c) The making of an assignment for the benefit of creditors or the proposing of a composition agreement with creditors by Maker;

(d) Commencement of any proceeding in bankruptcy, reorganization, arrangement, liquidation, dissolution, debtor rehabilitation, creditor adjustment, or insolvency, local, state or federal, by or against Maker, or the appointment of a trustee, receiver, executor, conservator, liquidator, or other judicial representative, similar or similar, for Maker or any of Maker's property, provided that such proceeding is not dismissed within thirty (30) days after commencement;

(e) The taking of any action by Maker in connection with the dissolution, liquidation, or termination of existence of Maker; or

(f) The attachment or seizure of or levy upon any material portion of the property of Maker.

Upon the occurrence of an Event of Default, the entire unpaid principal balance together with accrued and unpaid interest therein shall be immediately due and payable.

Failure of Payee to exercise any right granted hereunder shall not constitute a waiver of the right to the later exercise thereof. Demands, presentment for payment, protest, notice of dishonor or nonpayment and notice of the exercise of any option hereunder are hereby waived by Maker.

Upon the occurrence of an Event of Default:

(a) Payee may, at Payee's option, (1) declare the entire outstanding principal balance due hereunder, including all accrued interest thereon, immediately due and payable in full, without further notice to or demand on Maker of any kind whatsoever and without presentation, demand or protest, all of which are hereby expressly waived by Maker; and/or (2) e**x**ercise from time to time any and all rights and remedies available to Payee under applicable law, including, without limitation, the right to collect from Maker all sums due under this Note and all costs and expenses of collection (including, without limitation, reasonable attorneys' fees and court costs); and

(b) Maker shall continue to pay interest, at the rate of eighteen percent (18%) per annum (but in no event higher than the maximum rate permitted by applicable law), on the outstanding balance due hereunder, and on any judgment obtained by Payee with respect hereto, notwithstanding the occurrence of any Event of Default, the acceleration or maturity of sums due hereunder, the obtaining of a judgment with respect hereto, any foreclosures, execution or sale pursuant to such judgment, or any other event or circumstances similar or dissimilar to any of the foregoing.

Maker hereby expressly waives all notices, demands for payment, presentments for payment, notices of intention to accelerate, protests, and notice of protests as to this Note and to each and every installment due hereunder.

Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by Payee, and no course of dealing between Maker and Payee, shall constitute a waiver of, or shall preclude any other or further exercise of, any right, power or remedy by Payee. All remedies provided by this Note are in addition to all other remedies provided by law.

This Note shall not b*e* non-negotiable.

This Note shall be governed by and construed in accordance with the laws of the State of Florida, shall inure to the benefit of Payee and Payee's successors and permitted assigns and shall be binding upon Maker and Maker's successors and permitted assigns.

Any claims, controversies, disputes, or differences among the parties hereto or any persons hereby shall be resolved by arbitration pursuant to the terms set forth in Article IX of the Shareholders' Agreement.

If any provision of this Note is construed to be invalid, illegal or unenforceable by any judicial or administrative authority, the validity and enforceability of the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

This Note, and the other agreements referenced herein, constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, by and between Payee and Maker with respect to the subject matter hereof.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned Maker has caused this Note to be executed by its duly authorized officer as of the date first set forth above.

[MAKER]

By: _____

Name:
Title:

Exhibit D

Subscription Agreement

SUBSCRIPTION # ___

AGE REVERSAL THERAPEUTICS, INC.

SUBSCRIPTION AGREEMENT – COMMON STOCK – PRIVATE PLACEMENT OFFERING

The undersigned "Subscriber", on the terms and conditions herein set forth, hereby irrevocable submits this subscription agreement (the "Subscription Agreement") to AGE REVERSAL THERAPEUTICS, INC., a Florida corporation (the "Company"), in connection with a private offering by the Company (the "Offering") to raise working capital of up to $25,000,000.00 (up to $30,000,000 if the over-allotment option is fully subscribed) through the sale to investors of 5,000,000 shares (6,000,000 Shares if the over-allotment option is fully subscribed) common stock, par value $0.001 per share of the Company (each, a "Share" and, collectively the "Shares") at $5.00 per Share.

1. Subscription for the Purchase of Shares.

The undersigned hereby subscribes to purchase Shares at $5.00 per Share for a total subscription in an amount set forth on the signature page hereto executed by the Subscriber (the "Subscription Price"). In this regard, the Investor agrees to forward payment in the amount of the Subscription Price either:

(a) by wiring payment of the Subscription Price to the account set forth below:

For Domestic Wires:

Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA# 121000248
For Credit To: Legal & Compliance, LLC IOTA Trust Account
Account Number – 2000057977252
Re: Age Reversal Subscription Proceeds

For International Wires:

Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
Swift Code WFBIUS6S
For Credit To: Legal & Compliance, LLC IOTA Trust Account
Account Number – 2000057977252
Re: Age Reversal Subscription Proceeds

OR

(b) by mailing a certified check, payable to **Legal & Compliance, LLC IOTA Trust Account**, as follows:

Legal & Compliance LLC
330 Clematis Street, Suite 217
West Palm Beach, FL 33401
Attn. Laura Anthony, Esq. and Lazarus Rothstein, Esq.

Include the following memo: Age Reversal Subscription Proceeds

The Company's private offering of Shares is being made to "accredited" investors within the meaning of Rule 506 of Regulation D promulgated by the Securities Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act").

The undersigned agrees to execute this Subscription Agreement and if by mail, send to the Company. You as an individual or you on behalf of the subscribing entity are being asked to complete this Subscription Agreement

so that a determination can be made as to whether or not you (it) are qualified to purchase the Shares under applicable federal and state securities laws. Your answers to the questions contained herein must be true and correct in all respects, and a false representation by you may constitute a violation of law for which a claim for damages may be made against you.

Your answers will be kept strictly confidential; however, by signing this Subscription Agreement, you will be authorizing the Company to present a completed copy of this Subscription Agreement to such parties as they may deem appropriate in order to make certain that the offer and sale of the securities will not result in a violation of the Securities Act or of the securities laws of any state.

All questions must be answered. If the appropriate answer is "None" or "Not Applicable," please state so. Please print or type your answers to all questions and attach additional sheets if necessary to complete your answers to any item. Please initial any corrections.

2. **Offer to Purchase.** Subscriber hereby irrevocably offers to purchase the Shares and tenders herewith the Subscription Price set forth on the Subscriber Signature Page attached hereto. Subscriber recognizes and agrees that (i) this subscription is irrevocable and, if Subscriber is a natural person, shall survive Subscriber's death, disability or other incapacity, and (ii) the Company has complete discretion to accept or to reject this Subscription Agreement in its entirety and shall have no liability for any rejection of this Subscription Agreement. This Subscription Agreement shall be deemed to be accepted by the Company only when it is executed by the Company.

3. **Effect of Acceptance.** Subscriber hereby acknowledges and agrees that on the Company's acceptance of this Subscription Agreement, it shall become a binding and fully enforceable agreement between the Company and the Subscriber. As a result, upon acceptance by the Company of this Subscription Agreement, Subscriber will become the record and beneficial holder of the Shares and the Company will be entitled to receive the purchase price of the Shares as specified herein.

4. **Representation as to Investor Status.**

   a) **Accredited Investor.** In order for the Company to sell the Shares (in conformance with state and federal securities laws), the following information must be obtained regarding Subscriber's investor status. Please **initial each item applicable** to you as an investor in the Company.

_____ (i) A natural person whose net worth, either individually or jointly with such person's spouse, at the time of Subscriber's purchase, exceeds $1,000,000;

_____ (ii) A natural person who had an individual income in excess of $200,000, or joint income with that person's spouse in excess of $300,000, in each of the two most recent years and reasonably expects to reach the same income level in the current year;

_____ (iii) A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity;

_____ (iv) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act");

_____ (v) An insurance company as defined in section 2(13) of the Exchange Act;

_____ (vi) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;

_____ (vii) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

_____ (viii) A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state, or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

_____ (ix) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

_____ (x) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

_____ (xi) An organization described in Section 501(c)(3) of the Internal Revenue Code, or a corporation, business trust or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of $5,000,000;

_____ (xii) A director or executive officer of the Company;

_____ (xiii) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in the Company;

_____ (n) An entity in which <u>all</u> of the equity owners qualify under any of the above subparagraphs.

_____ (o) Subscriber does not qualify under any of the investor categories set forth in (i) through (xii) above.

b) Net Worth. The term "net worth" means the excess of total assets over total liabilities (including personal and real property, but excluding the estimated fair market value of a person's primary home).

c) Income. In determining individual "income," Subscriber should add to Subscriber's individual taxable adjusted gross income (exclusive of any spousal income) any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

d) Type of Subscriber. Indicate the form of entity of Subscriber:

☐ Individual ☐ Limited Partnership
☐ Corporation ☐ General Partnership
☐ Revocable Trust
☐ Other Type of Trust (indicate type): _____
☐ Other (indicate form of organization): _____

(i) If Subscriber is not an individual, indicate the approximate date Subscriber entity was formed: _____.

(ii) If Subscriber is not an individual, **<u>initial</u>** the line below which correctly describes the application of the following statement to Subscriber's situation: Subscriber (x) was not organized or reorganized for the specific purpose of acquiring the Shares and (y) has made investments prior to the date hereof, and each

beneficial owner thereof has and will share in the investment in proportion to his or her ownership interest in Subscriber.

_____ True

_____ False

If the "False" box is checked, each person participating in the entity will be required to fill out a Subscription Agreement.

5. **Additional Representations and Warranties of Subscriber.** Subscriber hereby represents and warrants to the Company as follows:

a) Subscriber has been furnished the Confidential Private Placement Memorandum dated August 1, 2016 relating to the Company and the Shares (the "Memorandum") and, if requested by the Subscriber, other documents. The Subscriber has carefully read the Memorandum and any such other requested documents. Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's control. Additionally, Subscriber understands and represents that he, she or it is purchasing the Shares notwithstanding the fact that the Company may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the Shares. Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

b) Subscriber has read and understood, and is familiar with, this Subscription Agreement, the Shares and the business and financial affairs of the Company.

c) Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and its subsidiaries and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's and its subsidiaries' business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the

Company and its subsidiaries, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's and its subsidiaries' control. Additionally, Subscriber understands and represents that he is purchasing the Shares notwithstanding the fact that the Company and its subsidiaries, if any, may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company and its subsidiaries for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the Shares.

d) Subscriber, either personally, or together with his advisors (other than any securities broker/dealers who may receive compensation from the sale of any of the Shares), has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, is able to bear the risks of an investment in the Shares and understands the risks of, and other considerations relating to, a purchase of a Share, including the matters set forth under the caption "Risk Factors" in the Memorandum. The Subscriber and its advisors have had a reasonable opportunity to ask questions of and receive answers from the Company concerning the Shares. Subscriber's financial condition is such that Subscriber is able to bear the risk of holding the Shares that Subscriber may acquire pursuant to this Subscription Agreement, for an indefinite period of time, and the risk of loss of Subscriber's entire investment in the Company.

e) Subscriber has investigated the acquisition of the Shares to the extent Subscriber deemed necessary or desirable and the Company has provided Subscriber with any reasonable assistance Subscriber has requested in connection therewith.

f) The Shares are being acquired for Subscriber's own account for investment, with no intention by Subscriber to distribute or sell any portion thereof within the meaning of the Securities Act, and will not be transferred by Subscriber in violation of the Securities Act or the then applicable rules or regulations thereunder. No one other than Subscriber has any interest in or any right to acquire the Shares. Subscriber understands and acknowledges that the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the Shares by anyone but Subscriber.

g) No representations or warranties have been made to Subscriber by the Company, or any representative of the Company, or any securities broker/dealer, other than as set forth in this Subscription Agreement.

h) Subscriber is aware that Subscriber's rights to transfer the Shares is restricted by the Securities Act and applicable state securities laws, and Subscriber will not offer for sale, sell or otherwise transfer the Shares without registration under the Securities Act and qualification under the securities laws of all applicable states, unless such sale would be exempt therefrom.

i) Subscriber understands and agrees that the Shares it acquires have not been registered under the Securities Act or any state securities act in reliance on exemptions therefrom and that the Company has no obligation to register any of the Shares offered by the Company.

j) The Subscriber has had an opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this investment and all such questions have been answered to the full satisfaction of the undersigned. Subscriber understands that no person other than the Company has been authorized to make any representation and if made, such representation may not be relied on unless it is made in writing and signed by the Company. The Company has not, however, rendered any investment advice to the undersigned with respect to the suitability.

k) Rule 506(c) of Regulation D under the Securities Act permits a company offering securities to investors in a private offering to solicit and advertise that offering to the general public, provided that: (i) the company only sells the securities to "accredited investors," as defined by the Securities and Exchange Commission

("SEC"); (ii) the company takes "reasonable steps" to verify that all those purchasers meet the SEC's accredited investor requirements; and (iii) the offering meets the other applicable requirements of Rule 506. Accordingly, the Subscriber acknowledges that, to the extent applicable, the Company will seek to comply with the Rule 506(c) of Regulation D and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "Rule 506(c) Provisions"). In furtherance of these efforts, the Subscriber agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the Rule 506(c) Provisions, including without limitation, tax returns and/or a certification from a U.S. licensed attorney or certified public accountant that the Subscriber is an "accredited investor" as that term is defined in Rule 501 of Regulation D. Furthermore, such methods also include, without limitation, (1) review of an investor's income tax returns and filings along with a written representation that the person reasonably expects to reach the level necessary to qualify as an accredited investor during the current year, (2) review of one or more of the following, dated within three months, together with a written representation that all liabilities necessary to determine net worth have been disclosed; for assets: bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments and appraiser reports issued by third parties and for liabilities, credit report from a nationwide agency, (3) obtaining a written confirmation from a registered broker-dealer, an SEC registered investment advisor, a licensed attorney, or a CPA that such person or entity has taken reasonable steps to verify that the purchaser is an accredited investor within the prior three months. Attached to this Subscription Agreement as Exhibit A is an Accredited Status Certification Letter that Subscriber may provide to the Company to assist it in its determination of whether Subscriber meets the accredited investor requirements discussed above.

l) Subscriber understands that the certificates or other instruments representing the securities included in the Shares (the "Securities") shall bear a restrictive legend in substantially the following form (and a stop transfer order may be placed against transfer of such certificates):

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO ANY EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER AND UNDER APPLICABLE STATE LAW, THE AVAILABILITY OF WHICH MUST BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY.

m) Subscriber also acknowledges and agrees to the following:

i) an investment in the Shares is highly speculative and involves a high degree of risk of loss of the entire investment in the Company; and

ii) there is no assurance that a public market for the will be available and that, as a result, Subscriber may not be able to liquidate Subscriber's investment in the Shares should a need arise to do so.

n) Subscriber is not dependent for liquidity on any of the amounts Subscriber is investing in the Shares.

o) Subscriber's address set forth below is his or her correct residence address.

p) Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

q) Subscriber understands that the foregoing representations and warranties are to be relied upon by the Company as a basis for the exemptions from registration and qualification of the sale of the Shares under the federal and state securities laws and for other purposes.

6. Representations and Warranties Regarding Patriot Act; Anti-Money Laundering; OFAC. The Subscriber should check the Office of Foreign Assets Control ("OFAC") website at http://www.treas.gov/ofac

before making the following representations. Subscriber hereby represents and warrants to the Company as follows:

a) The Subscriber represents that (i) no part of the funds used by the Subscriber to acquire the Shares or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Company by the Subscriber and no distribution to the Subscriber shall cause the Company to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in the Memorandum or any other agreement, to the extent required by any anti-money laundering law or regulation, the Company may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Shares, and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith. U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at http://www.treas.gov/ofac. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals[1] or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

b) To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth in this paragraph. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Subscriber's identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any Broker or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

c) To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a senior foreign political figure[2], or any immediate family[3] member or close associate[4] of a senior foreign political figure, as such terms are defined in the footnotes below.

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[1] These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

[2] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a

d) If the Subscriber is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than 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 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.

e) The Subscriber acknowledges that, to the extent applicable, the Company will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "FATCA Provisions"). In furtherance of these efforts, the Subscriber agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the FATCA Provisions. The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in the Memorandum, any side letter or any other agreement, the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the Subscriber and such other reasonably necessary or advisable action by the Company with respect to the Shares (including, without limitation, required withdrawal), and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith

ANTI MONEY LAUNDERING REQUIREMENTS

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senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[3] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[4] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

The USA PATRIOT Act	What is money laundering?	How big is the problem and why is it important?
The USA PATRIOT Act is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all brokerage firms have been required to have new, comprehensive anti-money laundering programs. To help you understand these efforts, we want to provide you with some information about money laundering and our steps to implement the USA PATRIOT Act.	Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism.	The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at US$1 trillion a year.

What are we required to do to eliminate money laundering?	
Under new rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with the new laws.	As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to effect any transactions for you.

The foregoing representations and warranties are true and accurate as of the date hereof and shall survive such date. If any of the above representations and warranties shall cease to be true and accurate prior to the acceptance of this Subscription Agreement, Subscriber shall give prompt notice of such fact to the Company by telegram, or facsimile or e-mail, specifying which representations and warranties are not true and accurate and the reasons therefor.

7. **Indemnification.** Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and warranties made by Subscriber herein, and that the Company is relying on such representations and warranties in making the determination to accept or reject this Subscription Agreement. Subscriber hereby agrees to indemnify and hold harmless the Company and each employee and agent thereof from and against any and all losses, damages or liabilities due to or arising out of a breach of any representation or warranty of Subscriber contained in this Subscription Agreement.

8. **Transferability.** Subscriber agrees not to transfer or assign this Subscription Agreement, or any interest herein, and further agrees that the assignment and transferability of the Shares acquired pursuant hereto shall be made only in accordance with applicable federal and state securities laws.

9. **Termination of Agreement; Return of Funds.** In the event that, for any reason, this Subscription Agreement is rejected in its entirety by the Company, this Subscription Agreement shall be null and void and of no further force and effect, and no party shall have any rights against any other party hereunder. In the event that the Company rejects this Subscription Agreement, the Company shall promptly return or cause to be returned to Subscriber any money tendered hereunder without interest or deduction.

10. **Notices.** All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered by, facsimile or e-mail to Subscriber at the address set forth below and to the Company at the address set forth on the first page of this Subscription Agreement, or at such other place as the Company may designate by written notice to Subscriber.

11. **Amendments.** Neither this Subscription Agreement nor any term hereof may be changed, waived, discharged or terminated except in a writing signed by Subscriber and the Company.

12. **Governing Law.** This Subscription Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Florida, without application of the conflicts of laws provisions thereof.

13. **Headings.** The headings in this Subscription Agreement are for convenience of reference, and shall not by themselves determine the meaning of this Subscription Agreement or of any part hereof.

14. **Counterparts.** This Subscription Agreement may be executed in any number of counterparts with the same force and effect as if all parties had executed the same document. The execution and delivery of a facsimile or other electronic transmission of this Subscription Agreement shall constitute delivery of an executed original and shall be binding upon the person whose signature appears on the transmitted copy.

15. **Continuing Obligation of Subscriber to Confirm Investor Status**. Upon the request of the Company and for as long as the Subscriber holds Shares or other securities in the Company, the Subscriber shall confirm Subscriber's investor status as an "Accredited Investor", as defined by the Securities and Exchange Commission at the time of such request. In connection therewith, the Company shall deliver to the Subscriber a questionnaire that elicits the necessary information to determine the Subscriber's investor status. Upon receipt of the questionnaire, the Subscriber shall: (i) complete it, (ii) execute the signature page therein, and (iii) return it to the Company, or its designee, in accordance with the instructions therein, no later than ten (10) days after receipt of the questionnaire.

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SUBSCRIBER SIGNATURE PAGE

In witness whereof, the parties hereto have executed this Subscription Agreement as of the dates set forth below.

Dated: _____, 2016.

No. of Shares Subscribed For: _____

Subscription Price Per Share: $5.00

Subscription Price
(No. Shares times $5.00): $_____

Name of Purchaser (Entity): _____

Signature(s): _____

Name (Please Print): _____

Residence Address: _____

_____

Phone Number: (_____) _____-_____

Cellular Number: (_____) _____-_____

EIN/Social Security Number: _____

Email address: _____@_____

ACCEPTANCE

AGE REVERSAL THERAPEUTICS, INC.
a Florida corporation

Date: _____, 2016.

By: _____
Name: _____
Title: _____

EXHIBIT A

[CERTIFIER LETTERHEAD]

Accredited Status Certification Letter

[Date]

[Issuer name and address]

Re: Determination of Accredited status

Dear [ ]:

[Client name] ("Client") has asked us to provide [name of issuer] with this letter to assist you in your determination of whether Client is an "accredited investor" as defined in Rule 501(a) of the Securities Act of 1933, as amended (the "Securities Act").

[I/We] hereby certify that [I/we] [am/are] (please check the appropriate box):

- [ ] a registered broker-dealer, as defined in the Securities Exchange Act of 1934;
- [ ] an investment adviser registered with the Securities and Exchange Commission;
- [ ] a licensed attorney in good standing under the laws of the jurisdictions in which I am admitted to practice law; or
- [ ] a certified public accountant in good standing under the laws of the place of my residence or principal office.

We draw your attention to the fact that the determination of whether a person is an accredited investor is a factual question and therefore not susceptible to a legal opinion. Accordingly, this letter is not a legal opinion and we make no representations about whether Client is an accredited investor or whether this letter is sufficient for your purposes.

In connection with this letter, we have examined and relied upon the original or copies of the following documents (the "Client Materials"):

- Tax returns for the years [ ] and [ ] (each, a "Tax Year") filed by Client and [his/her] spouse on Form 1040 (the "Tax Returns"), accompanied by a certificate of the Client that that the copies of the Tax Returns provided were true, correct and complete, filed with the appropriate office of the Internal Revenue Service, prepared in full compliance with applicable law and governmental regulations and have not been amended.
- A certificate executed by Client and [his/her] spouse, attached hereto, addressed to the Issuer and us, stating such persons: (i) have had a joint income in excess of $300,000 in each of the two most-recent years and a reasonable expectation of joint income in the current year in excess of $300,000; or (ii) have a joint "net worth" with Client's spouse in excess of $1,000,000,
- A certificate executed by Client, attached hereto, addressed to the Issuer and us, stating such person: (i) has had an individual income in excess of $200,000 in each of the two most-recent years and a reasonable

expectation of income in the current year in excess of $200,000; or (ii) has an individual "net worth" in excess of $1,000,000.

- Form 1099 filed with the Internal Revenue Service by Client [and [his/her] spouse] for the two most-recent years;

- Schedule K-1 of Form 1065 filed with the Internal Revenue Service by Client [and [his/her] spouse] for the two most recent-years;

- Form W-2 issued by the Internal Revenue Service to Client [and [his/her] spouse] for the two most recent-years;

- Other Internal Revenue Service documents (please specify): _____.

- bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, or appraisal reports issued by independent third parties to Client, dated within three months of the date of this Letter;

- a consumer or credit report from at least one of the nationwide consumer reporting agencies indicating Client's liabilities, dated within three months of the date of this Letter;

- other documents (please specify): _____.

We have not conducted any other investigation or inquiries of Client, and have not determined whether the above documents were accurately prepared, agree with source documents, were properly filed or otherwise.

By rendering this letter, we do not intend to waive any attorney-client privilege, as applicable. This letter is limited to the matters set forth herein and speaks only as of the date hereof. Nothing may be inferred or implied beyond the matters expressly contained herein. This letter may be relied upon by you and only in connection with an offering under Rule 506(c) and only for 30 days from the date of this letter. This letter may not be used, quoted from, referred to or relied upon by you or by any other person for any other purpose, nor may copies be delivered to any other person, without in each instance our express prior written consent. We assume no obligation to update this letter.

Very truly yours,

[CERTIFIER]:

By:_____
Name:_____
Title:_____

CERTIFICATION OF CLIENT

The undersigned, being the Client identified above, by my signature below, hereby represents and warrants that the following statements are true, correct, and complete as of the date of my signature below (the "**Certification Date**"):

- All Client Materials referenced above are true, correct and complete as of the Certification Date;
- I have fully and accurately disclosed all liabilities that are required to be included in the calculation of my net worth as described above; and
- If I am relying on my income and/or that of my spouse to satisfy the requirements for being an accredited investor, I have a reasonable expectation of reaching individual income in excess of $200,000 or joint income with my spouse in excess of $300,000 in the current year.

I hereby affirm that the foregoing is accurate and complete.

Date: _____

Client Signature:_____

Client Name: _____

SUBSCRIPTION # ___

AGE REVERSAL THERAPEUTICS, INC.

SUBSCRIPTION AGREEMENT – COMMON STOCK – PRIVATE PLACEMENT OFFERING

The undersigned "Subscriber", on the terms and conditions herein set forth, hereby irrevocable submits this subscription agreement (the "Subscription Agreement") to AGE REVERSAL THERAPEUTICS, INC., a Florida corporation (the "Company"), in connection with a private offering by the Company (the "Offering") to raise working capital of up to $25,000,000.00 (up to $30,000,000 if the over-allotment option is fully subscribed) through the sale to investors of 5,000,000 shares (6,000,000 Shares if the over-allotment option is fully subscribed) common stock, par value $0.001 per share of the Company (each, a "Share" and, collectively the "Shares") at $5.00 per Share.

1. Subscription for the Purchase of Shares.

The undersigned hereby subscribes to purchase Shares at $5.00 per Share for a total subscription in an amount set forth on the signature page hereto executed by the Subscriber (the "Subscription Price"). In this regard, the Investor agrees to forward payment in the amount of the Subscription Price either:

(a) by wiring payment of the Subscription Price to the account set forth below:

For Domestic Wires:

Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA# 121000248
For Credit To: Legal & Compliance, LLC IOTA Trust Account
Account Number – 2000057977252
Re: Age Reversal Subscription Proceeds

For International Wires:

Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
Swift Code WFBIUS6S
For Credit To: Legal & Compliance, LLC IOTA Trust Account
Account Number – 2000057977252
Re: Age Reversal Subscription Proceeds

OR

(b) by mailing a certified check, payable to **Legal & Compliance, LLC IOTA Trust Account**, as follows:

Legal & Compliance LLC
330 Clematis Street, Suite 217
West Palm Beach, FL 33401
Attn. Laura Anthony, Esq. and Lazarus Rothstein, Esq.

Include the following memo: Age Reversal Subscription Proceeds

The Company's private offering of Shares is being made to "accredited" investors within the meaning of Rule 506 of Regulation D promulgated by the Securities Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act").

The undersigned agrees to execute this Subscription Agreement and if by mail, send to the Company. You as an individual or you on behalf of the subscribing entity are being asked to complete this Subscription Agreement so that a determination can be made as to whether or not you (it) are qualified to purchase the Shares under applicable federal and state securities laws. Your answers to the questions contained herein must be true and correct in all respects, and a false representation by you may constitute a violation of law for which a claim for damages may be made against you.

Your answers will be kept strictly confidential; however, by signing this Subscription Agreement, you will be authorizing the Company to present a completed copy of this Subscription Agreement to such parties as they may deem appropriate in order to make certain that the offer and sale of the securities will not result in a violation of the Securities Act or of the securities laws of any state.

All questions must be answered. If the appropriate answer is "None" or "Not Applicable," please state so. Please print or type your answers to all questions and attach additional sheets if necessary to complete your answers to any item. Please initial any corrections.

2. **Offer to Purchase.** Subscriber hereby irrevocably offers to purchase the Shares and tenders herewith the Subscription Price set forth on the Subscriber Signature Page attached hereto. Subscriber recognizes and agrees that (i) this subscription is irrevocable and, if Subscriber is a natural person, shall survive Subscriber's death, disability or other incapacity, and (ii) the Company has complete discretion to accept or to reject this Subscription Agreement in its entirety and shall have no liability for any rejection of this Subscription Agreement. This Subscription Agreement shall be deemed to be accepted by the Company only when it is executed by the Company.

3. **Effect of Acceptance.** Subscriber hereby acknowledges and agrees that on the Company's acceptance of this Subscription Agreement, it shall become a binding and fully enforceable agreement between the Company and the Subscriber. As a result, upon acceptance by the Company of this Subscription Agreement, Subscriber will become the record and beneficial holder of the Shares and the Company will be entitled to receive the purchase price of the Shares as specified herein.

4. **Representation as to Investor Status.**

   a) **Accredited Investor.** In order for the Company to sell the Shares (in conformance with state and federal securities laws), the following information must be obtained regarding Subscriber's investor status. Please **initial each item applicable** to you as an investor in the Company.

_____ (i) A natural person whose net worth, either individually or jointly with such person's spouse, at the time of Subscriber's purchase, exceeds $1,000,000;

_____ (ii) A natural person who had an individual income in excess of $200,000, or joint income with that person's spouse in excess of $300,000, in each of the two most recent years and reasonably expects to reach the same income level in the current year;

_____ (iii) A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity;

_____ (iv) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act");

_____ (v) An insurance company as defined in section 2(13) of the Exchange Act;

_____ (vi) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;

_____ (vii) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

_____ (viii) A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state, or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

_____ (ix) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such

act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

_____ (x) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

_____ (xi) An organization described in Section 501(c)(3) of the Internal Revenue Code, or a corporation, business trust or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of $5,000,000;

_____ (xii) A director or executive officer of the Company;

_____ (xiii) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in the Company;

_____ (n) An entity in which all of the equity owners qualify under any of the above subparagraphs.

_____ (o) Subscriber does not qualify under any of the investor categories set forth in (i) through (xii) above.

b) Net Worth. The term "net worth" means the excess of total assets over total liabilities (including personal and real property, but excluding the estimated fair market value of a person's primary home).

c) Income. In determining individual "income," Subscriber should add to Subscriber's individual taxable adjusted gross income (exclusive of any spousal income) any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

d) Type of Subscriber. Indicate the form of entity of Subscriber:

☐ Individual ☐ Limited Partnership
☐ Corporation ☐ General Partnership
☐ Revocable Trust
☐ Other Type of Trust (indicate type): _____
☐ Other (indicate form of organization): _____

(i) If Subscriber is not an individual, indicate the approximate date Subscriber entity was formed: _____.

(ii) If Subscriber is not an individual, **initial** the line below which correctly describes the application of the following statement to Subscriber's situation: Subscriber (x) was not organized or reorganized for the specific purpose of acquiring the Shares and (y) has made investments prior to the date hereof, and each beneficial owner thereof has and will share in the investment in proportion to his or her ownership interest in Subscriber.

_____ True

_____ False

If the "False" box is checked, each person participating in the entity will be required to fill out a Subscription Agreement.

5. **Additional Representations and Warranties of Subscriber.** Subscriber hereby represents and warrants to the Company as follows:

a) Subscriber has been furnished the Confidential Private Placement Memorandum dated August 1, 2016 relating to the Company and the Shares (the "Memorandum") and, if requested by the Subscriber, other documents. The Subscriber has carefully read the Memorandum and any such other requested documents. Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's control. Additionally, Subscriber understands and represents that he, she or it is purchasing the Shares notwithstanding the fact that the Company may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the Shares. Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

b) Subscriber has read and understood, and is familiar with, this Subscription Agreement, the Shares and the business and financial affairs of the Company.

c) Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and its subsidiaries and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's and its subsidiaries' business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company and its subsidiaries, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's and its subsidiaries' control. Additionally, Subscriber understands and represents that he is purchasing the Shares notwithstanding the fact that the Company and its subsidiaries, if any, may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company and its subsidiaries for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the Shares.

d) Subscriber, either personally, or together with his advisors (other than any securities broker/dealers who may receive compensation from the sale of any of the Shares), has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, is able to bear the risks of an investment in the Shares and understands the risks of, and other considerations relating to, a purchase of a Share, including the matters set forth under the caption "Risk Factors" in the Memorandum. The Subscriber and its advisors have had a reasonable opportunity to ask questions of and receive answers from the Company concerning the Shares. Subscriber's financial condition is such that Subscriber is able to bear the risk of holding the Shares that Subscriber may acquire pursuant to this Subscription Agreement, for an indefinite period of time, and the risk of loss of Subscriber's entire investment in the Company.

e) Subscriber has investigated the acquisition of the Shares to the extent Subscriber deemed necessary or desirable and the Company has provided Subscriber with any reasonable assistance Subscriber has requested in connection therewith.

f) The Shares are being acquired for Subscriber's own account for investment, with no intention by Subscriber to distribute or sell any portion thereof within the meaning of the Securities Act, and will not be transferred by Subscriber in violation of the Securities Act or the then applicable rules or regulations thereunder. No one other than Subscriber has any interest in or any right to acquire the Shares. Subscriber understands and acknowledges that the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the Shares by anyone but Subscriber.

g) No representations or warranties have been made to Subscriber by the Company, or any representative of the Company, or any securities broker/dealer, other than as set forth in this Subscription Agreement.

h) Subscriber is aware that Subscriber's rights to transfer the Shares is restricted by the Securities Act and applicable state securities laws, and Subscriber will not offer for sale, sell or otherwise transfer the Shares without registration under the Securities Act and qualification under the securities laws of all applicable states, unless such sale would be exempt therefrom.

i) Subscriber understands and agrees that the Shares it acquires have not been registered under the Securities Act or any state securities act in reliance on exemptions therefrom and that the Company has no obligation to register any of the Shares offered by the Company.

j) The Subscriber has had an opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this investment and all such questions have been answered to the full satisfaction of the undersigned. Subscriber understands that no person other than the Company has been authorized to make any representation and if made, such representation may not be relied on unless it is made in writing and signed by the Company. The Company has not, however, rendered any investment advice to the undersigned with respect to the suitability.

k) Rule 506(c) of Regulation D under the Securities Act permits a company offering securities to investors in a private offering to solicit and advertise that offering to the general public, provided that: (i) the company only sells the securities to "accredited investors," as defined by the Securities and Exchange Commission ("SEC"); (ii) the company takes "reasonable steps" to verify that all those purchasers meet the SEC's accredited investor requirements; and (iii) the offering meets the other applicable requirements of Rule 506. Accordingly, the Subscriber acknowledges that, to the extent applicable, the Company will seek to comply with the Rule 506(c) of Regulation D and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "Rule 506(c) Provisions"). In furtherance of these efforts, the Subscriber agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the Rule 506(c) Provisions, including without limitation, tax returns and/or a certification from a U.S. licensed attorney or certified public accountant that the Subscriber is an "accredited investor" as that term is defined in Rule 501 of Regulation D. Furthermore, such methods also include, without limitation, (1) review of an investor's income tax returns and filings along with a written representation that the person reasonably expects to reach the level necessary to qualify as an accredited investor during the current year, (2) review of one or more of the

following, dated within three months, together with a written representation that all liabilities necessary to determine net worth have been disclosed; for assets: bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments and appraiser reports issued by third parties and for liabilities, credit report from a nationwide agency, (3) obtaining a written confirmation from a registered broker-dealer, an SEC registered investment advisor, a licensed attorney, or a CPA that such person or entity has taken reasonable steps to verify that the purchaser is an accredited investor within the prior three months. Attached to this Subscription Agreement as Exhibit A is an Accredited Status Certification Letter that Subscriber may provide to the Company to assist it in its determination of whether Subscriber meets the accredited investor requirements discussed above.

l) Subscriber understands that the certificates or other instruments representing the securities included in the Shares (the "Securities") shall bear a restrictive legend in substantially the following form (and a stop transfer order may be placed against transfer of such certificates):

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO ANY EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER AND UNDER APPLICABLE STATE LAW, THE AVAILABILITY OF WHICH MUST BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY.

m) Subscriber also acknowledges and agrees to the following:

i) an investment in the Shares is highly speculative and involves a high degree of risk of loss of the entire investment in the Company; and

ii) there is no assurance that a public market for the will be available and that, as a result, Subscriber may not be able to liquidate Subscriber's investment in the Shares should a need arise to do so.

n) Subscriber is not dependent for liquidity on any of the amounts Subscriber is investing in the Shares.

o) Subscriber's address set forth below is his or her correct residence address.

p) Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

q) Subscriber understands that the foregoing representations and warranties are to be relied upon by the Company as a basis for the exemptions from registration and qualification of the sale of the Shares under the federal and state securities laws and for other purposes.

6. Representations and Warranties Regarding Patriot Act; Anti-Money Laundering; OFAC. The Subscriber should check the Office of Foreign Assets Control ("OFAC") website at http://www.treas.gov/ofac before making the following representations. Subscriber hereby represents and warrants to the Company as follows:

a) The Subscriber represents that (i) no part of the funds used by the Subscriber to acquire the Shares or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene Shareed States federal or state or non-Shareed States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Company by the Subscriber and no distribution to the Subscriber shall cause the Company to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Shareing and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the Shareed States Department of the Treasury Office of Foreign Assets Control regulations. The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in the

Memorandum or any other agreement, to the extent required by any anti-money laundering law or regulation, the Company may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Shares, and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith. U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at http://www.treas.gov/ofac. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals[1] or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

b) To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth in this paragraph. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Subscriber's identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any Broker or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

c) To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a senior foreign political figure[2], or any immediate family[3] member or close associate[4] of a senior foreign political figure, as such terms are defined in the footnotes below.

d) If the Subscriber is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than 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

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[1] These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

[2] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[3] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[4] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

Bank to conduct 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.

e) The Subscriber acknowledges that, to the extent applicable, the Company will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "FATCA Provisions"). In furtherance of these efforts, the Subscriber agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the FATCA Provisions. The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in the Memorandum, any side letter or any other agreement, the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the Subscriber and such other reasonably necessary or advisable action by the Company with respect to the Shares (including, without limitation, required withdrawal), and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith

ANTI MONEY LAUNDERING REQUIREMENTS

The USA PATRIOT Act	**What is money laundering?**	**How big is the problem and why is it important?**
The USA PATRIOT Act is designed to detect, deter, and punish terrorists in the Shareed States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all brokerage firms have been required to have new, comprehensive anti-money laundering programs. To help you understand these efforts, we want to provide you with some information about money laundering and our steps to implement the USA PATRIOT Act.	Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism.	The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at US$1 trillion a year.

What are we required to do to eliminate money laundering?	
Under new rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with the new laws.	As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to effect any transactions for you.

The foregoing representations and warranties are true and accurate as of the date hereof and shall survive such date. If any of the above representations and warranties shall cease to be true and accurate prior to the acceptance of this Subscription Agreement, Subscriber shall give prompt notice of such fact to the Company by telegram, or facsimile or e-mail, specifying which representations and warranties are not true and accurate and the reasons therefor.

7. **Indemnification.** Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and warranties made by Subscriber herein, and that the Company is relying on such representations and warranties in making the determination to accept or reject this Subscription Agreement. Subscriber hereby agrees to indemnify and hold harmless the Company and each employee and agent thereof from and against any and all losses, damages or liabilities due to or arising out of a breach of any representation or warranty of Subscriber contained in this Subscription Agreement.

8. **Transferability.** Subscriber agrees not to transfer or assign this Subscription Agreement, or any interest herein, and further agrees that the assignment and transferability of the Shares acquired pursuant hereto shall be made only in accordance with applicable federal and state securities laws.

9. **Termination of Agreement; Return of Funds.** In the event that, for any reason, this Subscription Agreement is rejected in its entirety by the Company, this Subscription Agreement shall be null and void and of no further force and effect, and no party shall have any rights against any other party hereunder. In the event that the Company rejects this Subscription Agreement, the Company shall promptly return or cause to be returned to Subscriber any money tendered hereunder without interest or deduction.

10. **Notices.** All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered by, facsimile or e-mail to Subscriber at the address set forth below and to the Company at the address set forth on the first page of this Subscription Agreement, or at such other place as the Company may designate by written notice to Subscriber.

11. **Amendments.** Neither this Subscription Agreement nor any term hereof may be changed, waived, discharged or terminated except in a writing signed by Subscriber and the Company.

12. **Governing Law.** This Subscription Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Florida, without application of the conflicts of laws provisions thereof.

13. **Headings.** The headings in this Subscription Agreement are for convenience of reference, and shall not by themselves determine the meaning of this Subscription Agreement or of any part hereof.

14. **Counterparts.** This Subscription Agreement may be executed in any number of counterparts with the same force and effect as if all parties had executed the same document. The execution and delivery of a facsimile or other electronic transmission of this Subscription Agreement shall constitute delivery of an executed original and shall be binding upon the person whose signature appears on the transmitted copy.

15. **Continuing Obligation of Subscriber to Confirm Investor Status**. Upon the request of the Company and for as long as the Subscriber holds Shares or other securities in the Company, the Subscriber shall confirm Subscriber's investor status as an "Accredited Investor", as defined by the Securities and Exchange Commission at the time of such request. In connection therewith, the Company shall deliver to the Subscriber a questionnaire that elicits the necessary information to determine the Subscriber's investor status. Upon receipt of the questionnaire, the Subscriber shall: (i) complete it, (ii) execute the signature page therein, and (iii) return it to the Company, or its designee, in accordance with the instructions therein, no later than ten (10) days after receipt of the questionnaire.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SUBSCRIBER SIGNATURE PAGE

In witness whereof, the parties hereto have executed this Subscription Agreement as of the dates set forth below.

Dated: _____, 2016.

No. of Shares Subscribed For: _____

Subscription Price Per Share: $5.00

Subscription Price
(No. Shares times $5.00): $_____

Name of Purchaser (Entity): _____

Signature(s): _____

Name (Please Print): _____

Residence Address: _____

_____

Phone Number: (_____) _____-_____

Cellular Number: (_____) _____-_____

EIN/Social Security Number: _____

Email address: _____@_____

ACCEPTANCE

AGE REVERSAL THERAPEUTICS, INC.
a Florida corporation

Date: _____, 2016.

By: _____
Name: _____
Title: _____

EXHIBIT A

[CERTIFIER LETTERHEAD]

Accredited Status Certification Letter

[Date]

[Issuer name and address]

Re: Determination of Accredited status

Dear [ ]:

[Client name] ("Client") has asked us to provide [name of issuer] with this letter to assist you in your determination of whether Client is an "accredited investor" as defined in Rule 501(a) of the Securities Act of 1933, as amended (the "Securities Act").

[I/We] hereby certify that [I/we] [am/are] (please check the appropriate box):

- [ ] a registered broker-dealer, as defined in the Securities Exchange Act of 1934;
- [ ] an investment adviser registered with the Securities and Exchange Commission;
- [ ] a licensed attorney in good standing under the laws of the jurisdictions in which I am admitted to practice law; or
- [ ] a certified public accountant in good standing under the laws of the place of my residence or principal office.

We draw your attention to the fact that the determination of whether a person is an accredited investor is a factual question and therefore not susceptible to a legal opinion. Accordingly, this letter is not a legal opinion and we make no representations about whether Client is an accredited investor or whether this letter is sufficient for your purposes.

In connection with this letter, we have examined and relied upon the original or copies of the following documents (the "Client Materials"):

- Tax returns for the years [ ] and [ ] (each, a "Tax Year") filed by Client and [his/her] spouse on Form 1040 (the "Tax Returns"), accompanied by a certificate of the Client that that the copies of the Tax Returns provided were true, correct and complete, filed with the appropriate office of the Internal Revenue Service, prepared in full compliance with applicable law and governmental regulations and have not been amended.
- A certificate executed by Client and [his/her] spouse, attached hereto, addressed to the Issuer and us, stating such persons: (i) have had a joint income in excess of $300,000 in each of

the two most-recent years and a reasonable expectation of joint income in the current year in excess of $300,000; or (ii) have a joint "net worth" with Client's spouse in excess of $1,000,000,

- A certificate executed by Client, attached hereto, addressed to the Issuer and us, stating such person: (i) has had an individual income in excess of $200,000 in each of the two most-recent years and a reasonable expectation of income in the current year in excess of $200,000; or (ii) has an individual "net worth" in excess of $1,000,000.

- Form 1099 filed with the Internal Revenue Service by Client [and [his/her] spouse] for the two most-recent years;

- Schedule K-1 of Form 1065 filed with the Internal Revenue Service by Client [and [his/her] spouse] for the two most recent-years;

- Form W-2 issued by the Internal Revenue Service to Client [and [his/her] spouse] for the two most recent-years;

- Other Internal Revenue Service documents (please specify): _____.

- bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, or appraisal reports issued by independent third parties to Client, dated within three months of the date of this Letter;

- a consumer or credit report from at least one of the nationwide consumer reporting agencies indicating Client's liabilities, dated within three months of the date of this Letter;

- other documents (please specify): _____.

We have not conducted any other investigation or inquiries of Client, and have not determined whether the above documents were accurately prepared, agree with source documents, were properly filed or otherwise.

By rendering this letter, we do not intend to waive any attorney-client privilege, as applicable. This letter is limited to the matters set forth herein and speaks only as of the date hereof. Nothing may be inferred or implied beyond the matters expressly contained herein. This letter may be relied upon by you and only in connection with an offering under Rule 506(c) and only for 30 days from the date of this letter. This letter may not be used, quoted from, referred to or relied upon by you or by any other person for any other purpose, nor may copies be delivered to any other person, without in each instance our express prior written consent. We assume no obligation to update this letter.

Very truly yours,

[CERTIFIER]:

By:_____
Name:_____
Title:_____

CERTIFICATION OF CLIENT

The undersigned, being the Client identified above, by my signature below, hereby represents and warrants that the following statements are true, correct, and complete as of the date of my signature below (the "**Certification Date**"):

- All Client Materials referenced above are true, correct and complete as of the Certification Date;
- I have fully and accurately disclosed all liabilities that are required to be included in the calculation of my net worth as described above; and
- If I am relying on my income and/or that of my spouse to satisfy the requirements for being an accredited investor, I have a reasonable expectation of reaching individual income in excess of $200,000 or joint income with my spouse in excess of $300,000 in the current year.

I hereby affirm that the foregoing is accurate and complete.

Date: _____

Client Signature:_____

Client Name: _____

Confidential Private Placement Memorandum

AGE REVERSAL THERAPEUTICS, INC.

$25,000,000 Offering
5,000,000 shares of Common Stock, par value $0.001 per share (the "Shares")
(with over-allotment option of up to $5,000,000 (1,000,000 Shares))

AGE REVERSAL THERAPEUTICS, INC., a Florida corporation ("**Age Reversal**", "**ART**", the "**Company**," "**we**," "**our**" and "**us**"), plans to identify, develop, license and commercialize therapies designed to induce measurable, systematic and meaningful reversals of the degenerative aging process in humans while extending healthy lifespans.

We are offering to sell in one or more closings, a maximum of 5,000,000 shares (up to 6,000,000 Shares if the over-allotment option is fully subscribed) of common stock at a price of $5.00 per Share (the "**Offering**"). There is no minimum number of shares of our common stock which must be sold.

The Offering is being made on a "best efforts" basis through our officers and directors without the use of any underwriter or placement agent. No fees will be paid to any of our officers or directors in the sale of any shares of our common stock sold pursuant to this Memorandum. Shares will be sold only to "qualified institutional buyers" as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), and individuals who are "accredited investors" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"). We will attempt to sell the Shares during an offering period commencing on the date of this Memorandum and expiring on December 31, 2016, unless extended by us for up to an additional 90 days (such period, as same may be extended, being hereinafter referred to as the "**Offering Period**").

AN INVESTMENT IN OUR SECURITIES INVOLVES A HIGH DEGREE OF RISK. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF US AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. YOU SHOULD ONLY INVEST IN OUR SECURITIES IF YOU CAN AFFORD A COMPLETE LOSS OF YOUR INVESTMENT. YOU SHOULD READ THE COMPLETE DISCUSSION OF THE RISK FACTORS SET FORTH IN THIS PRIVATE PLACEMENT MEMORANDUM.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. SEE "CERTAIN NOTICES UNDER STATE SECURITIES LAWS."

August 1, 2016

RISK DISCLOSURE STATEMENT

THE ATTORNEYS THAT PREPARED THIS PRIVATE PLACEMENT MEMORANDUM ("ATTORNEYS") HEREBY DISCLAIM ANY OPINION OR ASSURANCE OF ANY NATURE WHATSOEVER REGARDING THE ACCURACY, COMPLETENESS, REASONABLENESS, TIMELINESS OR VERACITY OF ANY OF THE ASSERTIONS, REPRESENTATIONS OR OTHER INFORMATION CONTAINED HEREIN, WHETHER QUALITATIVE OR QUANTITATIVE, OR REGARDING THE INVESTMENT-WORTHINESS OF THE SECURITIES DISCUSSED HEREIN ("SECURITIES"). ANY ASSERTION OR REPRESENTATION MADE HEREIN, AND ALL OTHER INFORMATION DISCLOSED HEREIN, WHETHER QUALITATIVE OR QUANTITATIVE, HAS BEEN MADE OR PROVIDED BY THE PROMOTER. IN CONNECTION WITH THE PREPARATION OF THIS PRIVATE PLACEMENT MEMORANDUM, THE ATTORNEYS HAVE NOT BEEN ENGAGED TO ATTEST HERETO, OR TO OPINE IN RESPECT HEREOF. ACCORDINGLY, THE ATTORNEYS HAVE NOT PERFORMED ANY ANALYTICAL, CONFIRMATION, VALIDATION, VERIFICATION OR OTHER PROCEDURES IN RESPECT OF THE ASSERTIONS AND REPRESENTATIONS CONTAINED HEREIN, NOR IN RESPECT OF ANY OF THE OTHER INFORMATION DISCLOSED HEREIN, INCLUDING ANY SIMILAR TO THOSE PROCEDURES UNDERTAKEN BY AN INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT IN CONNECTION WITH AN AUDIT OF THE FINANCIAL STATEMENTS OF AN ISSUER OF SECURITIES FOR PURPOSES OF RENDERING AN OPINION THEREON. CONSEQUENTLY, POTENTIAL INVESTORS, IN DECIDING WHETHER OR NOT TO INVEST IN THE SECURITIES, ARE CAUTIONED NOT TO ASCRIBE ANY SPECIAL RELIANCE WHATSOEVER ON THIS PRIVATE PLACEMENT MEMORANDUM BY REASON THAT ATTORNEYS HAVE PREPARED THIS MEMORANDUM.

THIS BRIEF STATEMENT CANNOT DISCLOSE ALL THE RISKS AND OTHER FACTORS NECESSARY TO EVALUATE YOUR PARTICIPATION IN THIS COMPANY. THEREFORE, BEFORE YOU DECIDE TO PARTICIPATE IN AN EQUITY INVESTMENT IN THIS COMPANY, YOU SHOULD CAREFULLY STUDY THIS DISCLOSURE DOCUMENT, INCLUDING A DISCUSSION OF THE CERTAIN RISK FACTORS OF THIS INVESTMENT.

CERTAIN NOTICES UNDER STATE SECURITIES LAWS

FOR RESIDENTS OF ALL STATES: THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("SECURITIES ACT"), OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

CERTAIN NOTICES REGARDING THIS MEMORANDUM

THIS OFFERING IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR

EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MIGHT BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. AN INVESTOR MUST REPRESENT THAT THE SECURITIES ARE BEING ACQUIRED FOR INVESTMENT PURPOSES ONLY, AND NOT WITH A VIEW TO OR PRESENT INTENTION OF DISTRIBUTION.

THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO. IN ADDITION, THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM CONSTITUTES AN OFFER ONLY IF A NAME APPEARS IN THE APPROPRIATE SPACE ON THE COVER, AND IS AN OFFER ONLY TO THE OFFEREE SO NAMED.

EXCEPT AS OTHERWISE INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE OF THE MEMORANDUM AND NEITHER THE DELIVERY HEREOF NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE CONDITION OF THE COMPANY SINCE THE DATE HEREOF.

NO PERSON HAS BEEN AUTHORIZED TO MAKE REPRESENTATIONS OR PROVIDE ANY INFORMATION OTHER THAN THAT CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM AND ITS EXHIBITS. ONLY THOSE REPRESENTATIONS EXPRESSLY SET FORTH IN THIS PRIVATE PLACEMENT MEMORANDUM AND ACTUAL DOCUMENTS (SUMMARIZED HEREIN), WHICH ARE FURNISHED UPON REQUEST TO AN OFFEREE, OR HIS REPRESENTATIVE MAY BE RELIED UPON IN CONNECTION WITH THIS OFFERING.

PROSPECTIVE PURCHASERS OF THE SECURITIES ARE NOT TO CONSTRUE THE CONTENTS OF THIS PRIVATE PLACEMENT MEMORANDUM AS LEGAL OR TAX ADVICE. EACH PROSPECTIVE PURCHASER SHOULD CONSULT HIS OWN PROFESSIONAL ADVISORS AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING HIS INVESTMENT.

THIS PRIVATE PLACEMENT MEMORANDUM HAS BEEN PREPARED FROM DATA SUPPLIED BY SOURCES DEEMED RELIABLE AND DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR KNOWINGLY CONTAIN ANY UNTRUE STATEMENT OF ANY MATERIAL FACT. IT CONTAINS A SUMMARY OF THE MATERIAL PROVISIONS OF DOCUMENTS REFERRED TO HEREIN. STATEMENTS MADE WITH RESPECT TO THE PROVISIONS OF SUCH DOCUMENTS ARE NOT NECESSARILY COMPLETE AND REFERENCE IS MADE TO THE ACTUAL DOCUMENTS FOR COMPLETE INFORMATION AS TO THE RIGHTS AND OBLIGATIONS THERETO.

TABLE OF CONTENTS

Attached to this Memorandum are the following Exhibits:

Exhibit A - Articles of Incorporation
Exhibit B - Bylaws
Exhibit C - Shareholders' Agreement
Exhibit D - Subscription Agreement

CONFIDENTIALITY AND RELATED MATTERS

Each recipient hereof agrees by accepting this Memorandum that the information contained herein is of a confidential nature and that such recipient will treat such information in a strictly confidential manner and that such recipient will not, directly or indirectly, disclose or permit its affiliates or representatives to disclose, any information to any other person or entity, or reproduce such information, in whole or in part, without the prior written consent of the Company. Each recipient of this Memorandum further agrees to use the information solely for the purpose of analyzing the desirability of an investment in the Company to such recipient and for no other purpose whatsoever.

NOTICE REGARDING FORWARD-LOOKING STATEMENTS

Certain of the statements set forth in this Memorandum and the Exhibits attached hereto constitute "Forward Looking Statements." Forward-looking statements include, without limitation, any statement that may predict, forecast, indicate, or imply future results, performance or achievements, and may contain the words "estimate," "project," "intend," "forecast," "anticipate," "plan," "planning," "expect," "believe," "will likely," "should," "could," "would," "may" or words or expressions of similar meaning. All such forward-looking statements involve risks and uncertainties, including, but not limited to, those risks described herein. Therefore, prospective investors are cautioned that there also can be no assurance that the forward-looking statements included in this Memorandum will prove to be accurate. In light of the significant uncertainties inherent to the forward-looking statements included herein, the inclusion of such information should not be regarded as a representation or warranty by us or any other person that our objectives and plans will be achieved in any specified time frame, if at all. Except to the extent required by applicable laws or rules, we do not undertake any obligation to update any forward-looking statements or to announce revisions to any of the forward-looking statements.

ADDITIONAL INFORMATION

The Company has agreed to make available to each prospective investor, prior to the sale of the Shares, the opportunity to ask questions of, and receive answers from the Company's management concerning the terms and conditions of the offering and to obtain any additional information, to the extent the Company possesses such information or can acquire it without unreasonable effort or expense, which may be necessary to verify the accuracy of the information set forth herein. You may mail questions, inquiries, and requests for information to:

AGE REVERSAL THERAPEUTICS, INC.
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33301
Phone: 954-332-2479

You may be required to sign a confidentiality agreement as determined by the Company. You, and your representatives, if any, will be asked to acknowledge in the Subscription Agreement that you were given the opportunity to obtain additional information.

SUMMARY OF THE OFFERING

The following summary is qualified in its entirety by the detailed information appearing elsewhere in this Memorandum. Although the Memorandum may provide potential investors with some references to subject headings, the information appearing under those headings is not necessarily a complete or exclusive discussion or description of that subject. An investment in the Shares offered hereby involves a high degree of risk. Prospective investors are urged to read this Memorandum carefully in its entirety including the section entitled "Risk Factors," and the exhibits attached hereto.

Company and its business:	AGE REVERSAL THERAPEUTICS, INC. is a Florida corporation that plans to identify, develop, license and commercialize therapies designed to induce measurable, systematic and meaningful reversals of the degenerative aging process in humans while extending healthy lifespans.
Offering of Shares:	Commencing on the date of this Memorandum, we are offering to sell in one or more closings, a maximum of 5,000,000 shares (up to 6,000,000 Shares if the over-allotment option is fully subscribed) of our common stock, par value $0.001 per share (the "Shares") at a price of $5.00 per Share on a "best efforts" basis, without the use of any underwriter or placement agent, through our officers and directors, for an aggregate offering of $25,000,000 ($30,000,000 if the over-allotment is fully subscribed) (the "Offering"). There is no minimum number of shares of our common stock which must be sold. See "The Offering – Offering Terms".
Offering Period:	This Offering will begin on the date of this Memorandum and will expire on December 31, 2016, unless extended by us at our sole discretion for a period of up to an additional 90 days (such period, as same may be extended, referred to as the "Offering Period"). We reserve the right to reject any subscription, in whole or in part, or to allot to any prospective investor less than the number of Shares subscribed for by such prospective investor. This private offering is subject to withdrawal, cancellation or modification without prior notice.
Offering Price:	$5.00 per Share.
Maximum Offering Amount:	Aggregate Offering of a maximum Offering of $25,000,000 ($30,000,000 if the over-allotment is fully subscribed) ("Maximum Offering"), equivalent to 5,000,000 Shares (6,000,000 Shares if the over-allotment option is fully subscribed). The proceeds of this offering will be deposited in an escrow account maintained by our law firm Legal & Compliance, LLC as discussed below. Once we sell these Shares and have confirmed that a prospective investor meets the suitability requirements set forth in this Memorandum, the funds will be released to us.
Use of Proceeds:	We intend to use the net proceeds of this Offering (i) to acquire and develop age-reversing therapeutic technologies and (ii) for general working capital needs. See "Use of Proceeds".
Capitalization:	As of the date of this Memorandum we have outstanding or reserved for future issuance, 10,000,000 shares of common stock. If investors subscribe to the Maximum Offering of 5,000,000 Shares (6,000,000 Shares if the over-allotment option is fully subscribed), they will own as a group 33.3% (37.5% if the over-allotment option is fully subscribed) of our fully diluted Shares. See "Capitalization".
Closings:	Initial closing upon the Company receiving and accepting investor subscriptions and further closings as required.
Investor Qualifications:	We are offering the Shares exclusively to "qualified institutional buyers" and "accredited investors" as defined in the Securities Act. The Offering will be made pursuant to an exemption from the registration requirements under the Securities Act set forth in Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. The Company will require each accredited investor (or such investor's representative) to represent in the Subscription Agreement the status of the investor as accredited.
Due Diligence Rights:	Both the Company and the investors shall have the right to conduct legal investigations and due diligence prior to Closing. The investors will, upon request, be provided access to examine our financial records at our offices at 401 E Las Olas Blvd, Suite 1400, Ft

	Lauderdale, Florida 33301, as well as an opportunity to further interview our management team.
Subscription Procedures:	To subscribe for Shares offered hereby, prospective investors are to deliver to the law firm of Legal & Compliance, LLC: (i) one completed and duly executed Subscription Agreement (the form of which accompanies this Memorandum) and (ii) a check or wire in the amount of $5.00 times the number of Shares subscribed for. The proceeds of this offering will be deposited in the Legal & Compliance, LLC IOTA Trust Account. Prospective investors should contact us for instructions on wiring subscription funds. We have the right, in our sole discretion, to accept or reject any subscription.
Market for the Shares and restrictions on resale:	No public market currently exists for our Shares, and a public market may not develop, or, if any market does develop, it may not be sustained. Furthermore, the Shares are subject to stringent limitations on their resale or transfer by an investor. Persons who purchase Shares in this private offering will not have the benefit of a review of the material by any securities commission or other regulatory authority. Resales of the Shares can only be made in accordance with exemptions from registration and prospectus requirements under applicable securities legislation. The Shares are not registered with the SEC and thus they are restricted from resale unless and until registered with the SEC or until an exemption from the registration and prospectus requirements under applicable securities legislation is available to a holder of such Shares. Any certificate or other document evidencing our Shares will be imprinted with a conspicuous legend stating that the securities have not been registered under the Securities Act and state securities laws, and referring to the restrictions on transferability and sale of the securities. In addition, our records concerning the securities will include "stop transfer notations" with respect to such Shares.
Placement Agent:	The Offering is being conducted on a "best efforts" basis by our officers and directors without the use of any underwriter or placement agent. No fees will be paid to any of our officers or directors in the sale of any shares of our common stock sold pursuant to this Memorandum.
Risk Factors:	See "Risk Factors" and the other information in this Memorandum for a discussion of the factors that you should carefully consider before deciding to invest in the Shares.

RISK FACTORS

An investment in our company and the Shares involve a high degree of risk. You should carefully consider the risks below, together with the other information contained in this Memorandum and the attached Exhibits, before you decide to invest in our company. If any of the following risks occur, our business, results of operations and financial condition could be harmed and you could lose all or part of your investment. The risks and uncertainties described below are intended to be the material risks that are specific to us and to our industry. New risk factors emerge from time to time and it is not possible for us to predict all such risk factors, nor can we assess the impact of all such risk factors on our business or the extent to which any factor, or combination of factors, may cause future actual results to differ materially from those contained in any historical or forward-looking statements.

Risks Related to Our Business

Our business is at an early stage of development and we may not develop age-reversing therapeutic products or services that can be commercialized.

Our business is at an early stage of development as we were formed in July 2016. Furthermore, because we have no operating history and have only been engaged in organizational and planning activities, you will have difficulty evaluating our business and future prospects and we cannot predict if we will achieve profitability in the near future or at all. We do not have any products or services as we are in the early stages of identifying potential age-reversing therapeutic technologies. Any potential age-reversing therapeutic technologies we may acquire will require significant research and development and pre-clinical and clinical testing prior to regulatory approval of any products or treatments in the United States and other countries. We may not be able to acquire, obtain regulatory approvals, or enter clinical trials for any of our technology candidates, or commercialize any age-reversing therapeutic technologies that we may acquire. Any age-reversing therapeutic technology candidates we may acquire may prove to have undesirable and unintended side effects or other characteristics adversely affecting their safety, efficacy or cost effectiveness that could prevent or limit their use. Any product using any technology we may acquire may fail to provide the intended therapeutic benefits, or achieve therapeutic benefits equal to or better than the standard of treatment at the time of testing or production.

We are conducting a direct primary offering with no minimum offering amount required to be raised, and we can accept your subscription at any time without any other subscriptions being raised and therefore we may not raise sufficient funds to achieve our business objectives.

There is no minimum amount required to be raised before we can accept your subscription. Your funds will initially be placed in an escrow account with Legal & Compliance LLC pending confirmation that a prospective investor meet certain suitability requirements set forth in this Memorandum. Once we have confirmed that a prospective investor meets the suitability requirements and we accept your investment funds, there will be no obligation to return your investment funds and even if other Shares are sold there may be insufficient funds raised through this direct primary offering to acquire age-reversing therapeutic technology and even if acquired to commercialize it. Thus, you may be one of only a few investors in this offering in which you acquire Shares in a company that continues to be under-capitalized. The lack of sufficient funds to pay expenses and for working capital will negatively impact our ability to implement and complete our plans to acquire and commercialize age-reversing ***If we do not raise substantial funds, we will be limited in the quantity and type of*** **age-reversing therapeutic technologies** ***we may acquire or develop, and our ability to obtain future financing and commercialize*** **age-reversing therapeutic technologies** ***may not be achieved.***

If we do not raise the funds we need to complete the acquisition of the age-reversing therapeutic technologies we have considered acquiring, we will not be able to commercialize age-reversing therapeutic technologies as we originally envisioned.

We have not entered into contracts for age-reversing therapeutic technologies that we intend to acquire which makes your investment more speculative.

Although we have identified several age-reversing therapeutic technologies we want to acquire because we believe they warrant further investment and development, we do not have any arrangements or agreements to acquire these technologies. There can be no assurance we will be successful in identifying and evaluating and acquiring suitable age-reversing therapeutic technologies. Consequently, you will be unable to evaluate the transaction terms and prospects for

commercialization before we invest in them. In addition, you will have no opportunity to evaluate the terms of transactions or other economic or financial data concerning our efforts to acquire or develop age-reversing therapeutic technologies. You will be relying entirely on the ability of our management to identify age-reversing therapeutic technologies and develop and commercialize them, if at all.

Competition with third parties for commercialization of age-reversing therapeutic technologies may result in our paying higher prices for technologies which could reduce our profitability and our ability to pay dividends or raise additional funds.

We compete with many other entities seeking to acquire and commercialize age-reversing therapeutic technologies, many of which have greater resources than we do. Any such increase would result in increased demand for these technologies and increased acquisition costs. If competitive pressures cause us to pay higher prices for age-reversing therapeutic technologies, our ultimate profitability may be reduced and the value of our age-reversing therapeutic technologies may not appreciate or may decrease significantly below the amount paid for such technology. Furthermore, we expect that our most significant competitors will be fully integrated and more established pharmaceutical, biotechnology and cosmetic companies. These companies are developing age-reversing therapeutic technologies and they have significantly greater capital resources and research and development, manufacturing, testing, regulatory compliance, and marketing capabilities. Many of these potential competitors are further along in the process of product development and also operate large, company-funded research and development programs. As a result, our competitors may develop more competitive or affordable products, or achieve earlier patent protection or product commercialization than we are able to achieve. Competitive products may render any products or product candidates that we may acquire or develop uneconomic or obsolete.

If we are unable to find or experience delays in finding suitable age-reversing therapeutic technologies ***or developing them into commercially viable products or services, we may need to abandon our plans to commercialize*** age-reversing therapeutic technologies***.***

Our ability to achieve our plans to acquire and commercialize age-reversing therapeutic technologies depends upon our performance in the acquisition and development of the technologies we plan to acquire. We may be delayed in entering into contracts for the purchase of age-reversing therapeutic technologies due to delays in raising funds, delays in negotiating or obtaining the necessary purchase documentation for technologies, delays in locating suitable technologies or other factors. Consequently, we cannot be sure that we will be successful in signing suitable contracts on financially attractive terms or that our plans to acquire and commercialize age-reversing therapeutic technologies will be achieved. These factors may have a material adverse effect on our business, financial condition and results of operations and delay our ability to execute our business plan.

We have no clinical testing and regulatory capabilities, and human clinical trials are subject to extensive regulatory requirements, very expensive, time-consuming and difficult to design and implement. Even if we acquire age-reversing therapeutic technologies, any products derived from such technologies may fail to achieve necessary safety and efficacy endpoints during clinical trials, which may limit our ability to generate revenues from therapeutic products.

Since we have only engaged in organization and fundraising activities since our inception and have not acquired or developed any age-reversing therapeutic technologies, we have not yet developed internal clinical testing and regulatory capabilities, including for human clinical trials. We cannot assure you that we will be able to invest or develop resources for these capabilities successfully or as expediently as necessary. In particular, human clinical trials can be very expensive and difficult to design and implement, in part because they are subject to rigorous regulatory requirements. The clinical trial process is time consuming. We estimate that clinical trials of any age-reversing therapeutic technologies we may acquire will take at least several years to complete. Furthermore, failure can occur at any stage of the trials, and we could encounter problems that cause us to abandon or repeat clinical trials. The commencement and completion of clinical trials may be affected by several factors, including:

- unforeseen safety issues;
- determination of dosing issues;
- inability to demonstrate effectiveness during clinical trials;

- slower than expected rates of patient recruitment;
- inability to monitor patients adequately during or after treatment; and
- inability or unwillingness of medical investigators to follow our clinical protocols.

In addition, we or the U.S Federal Drug Administration (the "FDA") (or other applicable regulatory agency) may suspend our clinical trials at any time if it appears that we are exposing participants to unacceptable health risks or if the FDA or other regulatory agency finds deficiencies in our submissions or the conduct of these trials.

Risks of non-U.S. operations and clinical delivery programs.

We may have the option of accelerating research projects and offering for sale certain age reversal therapies at medical clinics outside of the U.S. These potential operations may impose regulatory obligations on us with respect to rules and regulations established by the FDA, the Federal Trade Commission and other federal, state and local regulatory agencies. There is also an inherent uncertainty when operating in any foreign jurisdiction as to the reliability of the medical staff and basic infrastructure required to initiate, consummate, protect, translate, and commercialize research that is developed and offered for sale in offshore medical facilities.

Patents held by other persons may result in infringement claims against us that are costly to defend and which may limit our ability to use the disputed technologies and prevent us from pursuing research and development or commercialization of potential products.

A number of pharmaceutical, biotechnology and other companies, universities and research institutions have filed patent applications or have been issued patents relating to technologies which the age-reversing therapeutic technologies we may acquire are based on. We cannot predict which, if any, of such technologies will issue as patents or the claims that might be allowed. We are aware that a number of companies have filed applications relating to technologies which they may claim are similar to technologies embedded in the technologies we seek to acquire or develop. We are also aware of a number of patent applications and patents claiming use of technologies to address age-reversal.

If third party patents or patent applications contain claims infringed by either technology we acquire or other technology required to make and use the age-reversing technologies we seek to commercialize and such claims are ultimately determined to be valid, we might not be able to obtain licenses to these patents at a reasonable cost, if at all, or be able to develop or obtain alternative technology. If we are unable to obtain such licenses at a reasonable cost, we may not be able to develop age-reversing technologies commercially. We may be required to defend ourselves in court against allegations of infringement of third party patents. Patent litigation is very expensive and could consume substantial resources and create significant uncertainties. An adverse outcome in such a suit could subject us to significant liabilities to third parties, require disputed rights to be licensed from third parties, or require us to cease using such technology.

Even if we are successful in developing a therapeutic application using age-reversing technologies we seek to acquire, it is unclear whether age-reversing therapy can serve as the foundation for a commercially viable and profitable business.

Age-reversing technology is rapidly developing and could undergo significant change in the future. Such rapid technological development could result in the technologies we plan to acquire becoming obsolete. While our technology candidates appear promising, they may fail to be successfully commercialized for numerous reasons, including, but not limited to, competing technologies for the same indications. There can be no assurance that we will be able to develop a commercially successful therapeutic application for any of the age-reversing technologies we may acquire.

Moreover, advances in other treatment methods or in disease prevention techniques could significantly reduce or entirely eliminate the need for any age-reversing therapy services, planned products and therapeutic efforts. There is no assurance that age-reversing therapies will achieve the degree of success envisioned by us in the treatment of aging. Additionally, technological or medical developments may materially alter the commercial viability of our technology or services, and require us to incur significant costs to replace or modify equipment in which we have a substantial investment. We are focused on age-reversal therapy, and if this field is substantially unsuccessful, this could jeopardize our success or future results. The occurrence of any of these factors may have a material adverse effect on our business, operating results and financial condition.

We may not be able to obtain third party patient reimbursement or favorable product pricing, which would reduce our ability to operate profitably.

Our ability to successfully commercialize age-reversing therapeutic technologies we may acquire and develop may depend to a significant degree on patient reimbursement of the costs of such therapies and related treatments at acceptable levels from government authorities, private health insurers and other organizations, such as health maintenance organizations. Reimbursement in the United States or foreign countries may not be available for any therapies or products we may develop, and, if available, may be decreased in the future. Also, reimbursement amounts may reduce the demand for, or the price of, any therapies or products with a consequent harm to our expected business. We cannot predict what additional regulation or legislation relating to the health care industry or third party coverage and reimbursement may be enacted in the future or what effect such regulation or legislation may have on this aspect of our expected business. If additional regulations are overly onerous or expensive, or if health care related legislation makes this aspect of our business more expensive or burdensome than originally anticipated, we may be forced to significantly downsize our age-reversing business plans or completely abandon them.

To be successful, age-reversal therapies and products we seek to acquire and commercialize must be accepted by the health care community, which can be very slow to adopt or unreceptive to new technologies and products.

The age-reversal therapies and products we seek to acquire and commercialize and those developed by our collaborative partners, if approved for marketing, may not achieve market acceptance since hospitals, physicians, patients or the medical community in general may decide not to accept and utilize them. The therapies and products that we are seeking to acquire and commercialize represent substantial departures from established treatment methods and will compete with a number of more conventional therapies manufactured and marketed by major pharmaceutical companies. The degree of market acceptance of any age-reversal therapies we may acquire will depend on a number of factors, including:

- our establishment and demonstration to the medical community of the clinical efficacy and safety of our proposed therapies and products;
- our ability to create therapies and products that are superior to alternatives currently on the market;
- our ability to establish in the medical community the potential advantage of our treatments over alternative treatment methods; and
- reimbursement policies of government and third party payers.

If the healthcare community does not accept the therapies and products we develop, if any, for any of the foregoing reasons, or for any other reason, our potential future source of revenues would be materially harmed.

Our planned business is based on novel technologies that are inherently expensive, risky and may not be understood by or accepted in the marketplace, which could adversely affect our future value.

The clinical development, commercialization and marketing of age-reversal therapies are at an early-stage, substantially research-oriented, and financially speculative. To date, very few companies have been successful in their efforts to develop and commercialize age-reversal therapies. In general, age-reversal therapies may be susceptible to various risks, including undesirable and unintended side effects, unintended immune system responses, inadequate therapeutic efficacy, or other characteristics that may prevent or limit their approval or commercial use. Furthermore, the number of people who may use age-reversal therapies is difficult to forecast with accuracy. Our future success is dependent on the establishment of a significant market for age-reversal therapies and our ability to capture a share of this market with the therapies we plan to develop.

If we are unable to recruit additional executives and personnel, we may not be able to execute our forecasted business strategy and our growth may be hindered; limited time availability.

Our success largely depends on the performance of our management team and other key personnel and our ability to continue to recruit qualified senior executives and other key personnel. Competition for senior management personnel

is intense and there can be no assurance that we will be able to retain our personnel or attract additional qualified personnel. The loss of a member of senior management may require the remaining executive officers to divert immediate and substantial attention to fulfilling his or her duties and to seeking a replacement. We may not be able to continue to attract or retain such personnel in the future. Any inability to fill vacancies in our senior executive positions on a timely basis could impair our ability to implement our business strategy, which would harm our business and results of operations.

While seeking to acquire age-reversing therapeutic technologies, our management anticipates devoting only such time to our business as they reasonably determine. We do not have employment agreements with any of our executives other than Ms. Riley and there can be no assurance that we will be successful in retaining their services. A diminution or loss of their services could significantly harm our business, prospects, financial condition and results of operations.

Rapid growth may strain our resources.

As we acquire age-reversing therapeutic technologies, we expect to experience significant and rapid growth in the scope and complexity of our business, which may place a significant strain on our senior management team and our financial and other resources. Such growth, if experienced, may expose us to greater costs and other risks associated with growth and expansion. We may be required to hire a broad range of additional employees, including medical and clinical research staff, and other support personnel, among others, in order to successfully advance our operations. We may also be required to expand and enhance our age-reversing therapeutic technologies to accommodate the changing needs of the patients we plan to treat. We may be unsuccessful in these efforts or we may be unable to project accurately the rate or timing of these increases.

Our ability to manage our growth effectively will require us to continue to improve our operations, to improve our financial and management information systems, and to train, motivate, and manage our future employees. This growth may place a strain on our management and operational resources. The failure to develop and implement effective systems, or to hire and retain sufficient personnel for the performance of all of the functions necessary to effectively service and manage our business, or the failure to manage growth effectively, could have a materially adverse effect on our business, financial condition, and results of operations. In addition, difficulties in effectively managing the budgeting, forecasting, and other process control issues presented by such a rapid expansion could harm our business, financial condition, and results of operations.

Risks Related to Our Shares and this Offering

The offering price of our Shares bears no relationship to our assets, book value, net worth or other economic or recognized criteria of value.

We arbitrarily determined the offering price of the Shares. In no event should the offering price be regarded as an indicator of any future market price of our securities. In determining the offering price, we considered such factors as the prospects for our technology platform, our management's previous experience, our anticipated results of operations and our present financial resources.

Two shareholders will continue to exercise significant control over our operations, which means as a minority shareholder, you would have no control over certain matters requiring shareholder approval that could affect your ability to ever resell any Shares you purchase in this offering.

After the completion of this offering, if we are able to sell all of the Shares being offered including the over-allotment and the issuance of Shares reserved for issuance as compensation, two shareholders who are affiliated with members of our Board of Directors will own 56.2% of the total of all Shares outstanding. Furthermore, pursuant to the terms of the Shareholders Agreement, they will have the right to appoint a total of five members to our board of directors. Consequently, they will have a significant influence in determining the outcome of all corporate transactions, including the election of directors, approval of significant corporate transactions, changes in control of our company or other matters that could affect your ability to ever resell your Shares. Their interests may differ from the interests of the other shareholders and thus result in corporate decisions that are disadvantageous to other shareholders.

We may never pay dividends to shareholders, which could reduce the monetary gain you may realize on your investment.

We have not ever paid any dividends on our Shares. We currently intend to retain our future earnings, if any, to support operations and to finance expansion and therefore we do not anticipate making any cash dividends on our Shares in the foreseeable future.

The declaration, payment and amount of any future dividends will be made at the discretion of the board of directors, and will depend upon, among other things, the results of our operations, cash flows and financial condition, operating and capital requirements, and other factors as the board of directors considers relevant. There is no assurance that future dividends will be paid, and, if dividends are paid, there is no assurance with respect to the amount of any such dividend. If we do not pay dividends, our Shares may be less valuable because a return on an investor's investment will only occur if the value of the Shares appreciates.

We may need additional capital in the future which could dilute the ownership of current shareholders or make our cash flow vulnerable to debt repayment requirements.

To the extent that we raise additional equity capital, existing shareholders will experience an immediate and possibly substantial dilution in the voting power and ownership of their Shares, and interest in dividends and net income, if any, will be negatively impacted. Our inability to use our equity securities to finance our operations could materially limit our growth. Any borrowings made to finance operations could make us more vulnerable to a downturn in our operating results, a downturn in economic conditions, or increases in interest rates on borrowings that are subject to interest rate fluctuations. If our cash flow from operations is insufficient to meet our debt service requirements, we could be required to sell additional equity securities, refinance our obligations, or dispose of assets in order to meet debt service requirements. There can be no assurance that any financing will be available to us when needed or will be available on terms acceptable to us. Our failure to obtain sufficient financing on favorable terms and conditions could have a material adverse effect on our growth prospects, financial condition and results of operations and could result in a failure of our business, which would result in a loss of your investment.

Transferability of Interests

Investors should expect to bear the economic risk of their investment in our Shares for an indefinite period of time. There will be no secondary market for our Shares.

Compliance with Securities Laws

The Shares have not been registered under the Securities Act, or the securities laws of any state in reliance on exemptions from registration which are provided in such laws. There is no assurance that this offering presently qualifies or will continue to qualify under such exemptions because of, among other things, failure to satisfy all conditions to the availability of such exemptions, the adequacy of disclosure, the manner in which our securities are offered or sold or the retroactive change or interpretation of any securities laws. If and to the extent suits for rescission were brought against us and successfully concluded for failure to register this offering or for acts or omission constituting certain prohibited practices under the Securities Exchange Act of 1934, as amended, our capital and assets could be adversely affected, thus jeopardizing our ability to operate successfully.

Suitability Requirements

Shares are being offered hereby only to persons who meet certain suitability requirements set forth herein. The fact that a prospective investor meets the suitability requirements established by us for this offering does not necessarily mean that an investment in us is a suitable investment for that investor. Each prospective investor should consult with his own professional advisers before investing in us. See "Suitability Requirements."

BUSINESS

Business

Company Overview

We plan to identify, develop, license and commercialize therapies designed to induce measurable, systematic and meaningful reversals of the degenerative aging process in humans while extending healthy lifespans. We believe that our business objectives will enable us to produce a positive effect (or a reduction of negative effects) for society and persons by delivering therapies that hold the potential to regenerate damaged tissues or to stimulate the body's own repair mechanisms. By altering the course of age-related diseases, cell therapies could make it possible to eliminate the need for most prescription medications, reduce hospitalizations and avert expensive medical procedures, while enabling patients to lead healthier lives. By doing this, we believe that we may enable greater access to effective, high-quality age-reversing therapies that provide our maturing population with a greater opportunity to lead a longer and healthier life. Our belief is that when our aging population benefits, society benefits. By investing in and developing effective age reversal therapeutic compounds and protocols, it may be possible to eliminate the degenerative decline seen with aging, and enhance the healthy lifespan of mankind.

Reversing Pathological Aging

Although a “cure” for aging may seem technically impossible, a cure for scurvy eluded doctors for centuries even after citrus was found to prevent/cure scurvy if properly used during long voyages. The discovery of vitamin C in 1932 enabled modern societies to identify the underlying cause of scurvy and eliminate the disease. Aging is much more complex and multifactorial. Our goal nonetheless is to bring forth the discoveries that can lead us toward elimination of pathological aging as we know it.

Our initial focus will be to develop ways to induce biological reversal of degenerative processes with the ultimate objective to CURE the diseases of pathological aging. We take serious the word CURE and use it as an acronym to mean facilitating:

C (collaboration between scientists)
U (understanding the mechanisms of aging)
R (research funding)
E (expedite development of promising therapies)

We plan to use advanced, big-data-driven analytical systems to identify the most promising drugs, stem cell therapies, regenerative medicine procedures, gene therapies, young plasma transfer techniques and other strategies designed to extend healthy productive longevity in humans. Once we identify technologies that meet the age-reversing criteria we establish, we plan to commercialize these technologies in a variety of ways, including development of interventions in-house, partner with other biotechnology and pharmaceutical companies, and provide late-stage funding to companies with validated age reversal models that can be rapidly transitioned into the clinical arena. To achieve these goals, we plan to enter into partnerships and acquire licensing and marketing rights to select intellectual property to advance our mission.

We have obtained from International AgingPortfolio (“IAP”) the rights to AgingPortfolio.org, a unique database for age-related studies. The scientific community uses this database to access technical data related to cancer and aging and to discover which scientists are involved with various studies, and what funding has been provided or is available to specific types of projects.

AgingPortfolio.org may become a key to advancing the science of anti-aging research at a faster pace than ever possible before. A new revenue stream may be obtained by expanding advertising on the site, which has not been done to date, but the primary purpose of the site is to serve as a catalyst for current and future age reversal research initiatives and as a lead generator for the Company for new talent, technologies, and investment funding. Using the tools at this website and database, for the first time, researchers and their projects will be able to be rated with future predictions of success using “deep learning” techniques not available before.

Using the AgingPortfolio.org window, venture capitalists, investment groups, charities, and drug companies will be able to see which projects hold the most promise. This may accelerate funding which could advance the entire field of anti-aging technology. Success and future outcome predictions will be measurable with a results ranking that we expect to propel a global understanding of anti-aging molecular mechanisms. If paid subscriptions are determined to be advantageous in order to access this unique information, this may generate a profitable revenue stream for Age Reversal Therapeutics, Inc. (ART).

Under the terms of the agreement where we acquired the rights to use and develop www.agingportfolio.org and its contents, we agreed to pay the developer of the website $24,000 per year in monthly installments of $2,000 in addition to our agreement to pay Dr. Zhavoronkov 5% of net advertising revenue generated from the agingportfolio.org website. Once we obtain adequate funding to implement our business plan, we agreed to work with IAP to develop a plan for accelerated age reversal studies, supporting a research effort to make inferences from the data and then develop unique intellectual property from these inferences. If unique intellectual properties presented by us to IAP are commercialized, then Dr. Zhavoronkov would be paid a 1% royalty from any net sales (defined as gross sales less returns or bad debt) that we receive from commercializing such intellectual property. The agreement is for a term of one year which automatically renews for successive one-year periods unless we terminate such agreement with 60 days prior written notice.

We expect to participate directly in accelerating biomedical research initiatives. The company is in discussion with multiple scientific groups conducting – or at an advanced stage of planning – innovative human research relating to immunology, stem cell biology, growth factor technology, telomere extension and other related disciplines. These projects, if successful, may have a dramatic impact in slowing aging or reversing its deleterious changes. The projects are expected to require funding, oversight, development and commercialization that ART aims to provide.

The ultimate goal of ART is to identify, develop, and make available, validated therapeutics that can induce measurable, systemic and meaningful reversals of pathological aging processes in older humans.

Market Opportunity

Historically, efforts toward preventing and treating disease focused on the use of drugs, specifically chemicals identified to alter or slow the course of a disease by selectively affecting one or a handful of molecular targets. This approach has led to the development of drugs that can combat infection, suppress cancer progression, and alleviate symptoms in numerous diseases. Degenerative diseases, however, are often multifactorial and require a broader approach for effective treatment. Drawbacks of drug approaches include a) lack of target specificity that leads to complications (e.g. side effects); b) the ability of diseases to acquire resistance to the drug and c) lack of efficacy in treating the underlying causative processes and comorbidities.

Regenerative medicine is the process of replacing or regenerating human cells, tissues or organs to restore or establish normal function and has been described as the "next evolution of medical treatments" and “the vanguard of 21st century healthcare” by the U.S. Department of Health and Human Services. This new field of medicine is expected to revolutionize health care. Our business focus is the identification and development of therapies that target the effects of aging.

We plan to identify, develop, license and commercialize effective therapies for products and services in the longevity market. Our future plans include supporting development and commercialization of efficacious health care products and services that focus on extending the healthy portion of the human lifespan and combating aging-dependent diseases and conditions. Our decision to concentrate our efforts in the lifespan life sciences field is supported by demographic evidence that an increasing proportion of the country’s population is attaining the age of 60 and beyond. However, the market for aging-related products and services is not limited to those over 60 years of age. Products and services to slow or reverse the processes of pathological aging are purchased by many individuals who are younger than 60 years of age, and there is some evidence that some of these therapies will be of greater benefit if they are started at a younger age. We expect to serve an ever-growing mature market from age 30 to over 100, who may benefit from the technologies we acquire or develop.

The lifespan market is driven by three broad overlapping groups of consumers:

- ***Consumers who purchase preventive products and services, or those that promise to delay or reduce the future effects of aging-dependent diseases and conditions***. Although the over-60 market represents a large

portion of this market, expenditures for these types of products often begin when consumers reach their mid-30s. As consumers attain the age of 30-35, they begin to realize their potential to develop age-related diseases. Early indicators of arthritis, inability to easily mend muscle pulls, the appearance of dry-wrinkled skin, graying hair, and diminishing visual acuity signal what is anticipated as the normal aging process. Such signals often trigger this relatively young age group to begin exploring and studying preventative products and services that have the potential to delay such maladies.

- ***Consumers who spend on products and services to treat a previously diagnosed aging-dependent disease.*** Once an age-dependent disease is identified, the consumer utilizes a variety of professional and independent methods to cure or treat the symptoms. While the expenditures on diagnosed age-related diseases certainly accelerates over the age of 60, a relatively high percentage of deaths among those in their middle years are due to age-dependent diseases as well. For example, heart disease and cancer accounted for more than 51.3% of deaths in the U.S. in 2014 among 45-64 year olds, based on data provided by CDC's National Vital Statistics Reports for 2014. While many types of heart disease and cancer are considered age dependent, they can present themselves when consumers are middle-aged, triggering further diagnostic treatment, interventional surgery, and a variety of other medical, lifestyle and dietary changes.

- ***Consumers who invest in products and services designed to cure or reverse the deleterious effects of aging***. Until recently, curing or reversing the deleterious effects of aging was wishful thinking. However, rapidly advancing medical science is now making it possible to reverse at least some of the signs of aging. For example, a number of heart procedures, including heart valve replacements, give many patients years of additional life. Cochlear implants and laser surgery aid the hearing and vision impaired. Cataracts at one time were almost universally blinding in the elderly, but over 98% are cured by treatment from qualified ophthalmologists. Joint replacements using space-age materials allow the lame to walk and provide a new lease on life. The stem cell industry is showing rapid advances using localized delivery. We are witnessing regular breakthroughs that promise a longer life, and in some cases, cures for those suffering with many forms of cancer. New treatments are finally showing promise to extend healthy lifespans.

Our Business Strategy and Competitive Advantages

Our business strategy is to identify, acquire or invest in, reduce-to-practice, and commercialize innovative age-reversing therapeutic technologies. We plan to utilize our management team to enter into relationships with others to commercialize these technologies by advancing them through regulatory approval processes and/or through quality offshore clinics, selectively conducting clinical trials, arranging for reliable and cost-effective manufacturing, and ultimately either directly selling the products, providing the services in clinics or licensing the intellectual property to third parties. We intend to conduct clinical trials to (a) assess the safety and efficacy of the health benefits that may be associated with any proprietary age-reversing therapeutic technologies we acquire, (b) potentially improve the quality or specificity of FDA approved claims we can make with respect to these health benefits, and (c) potentially deliver pharmaceutical applications for any such anti-aging technologies. Alternatively, we may seek to assess the safety and efficacy of the health benefits that may be associated with any proprietary age-reversing therapeutic technologies we acquire and migrate the technology to medical clinics outside the U.S. for further evaluation and eventual commercialization.

Our strategy to accomplish these objectives incorporates the following key elements and competitive advantages:

- ***Emphasis on Technology Transfer***. We intend to leverage our extensive network of research institutions, non-profit organizations, and the life sciences technology community to identify the best qualifying technologies, and then enter into arrangements that allow us to acquire or license the technology.

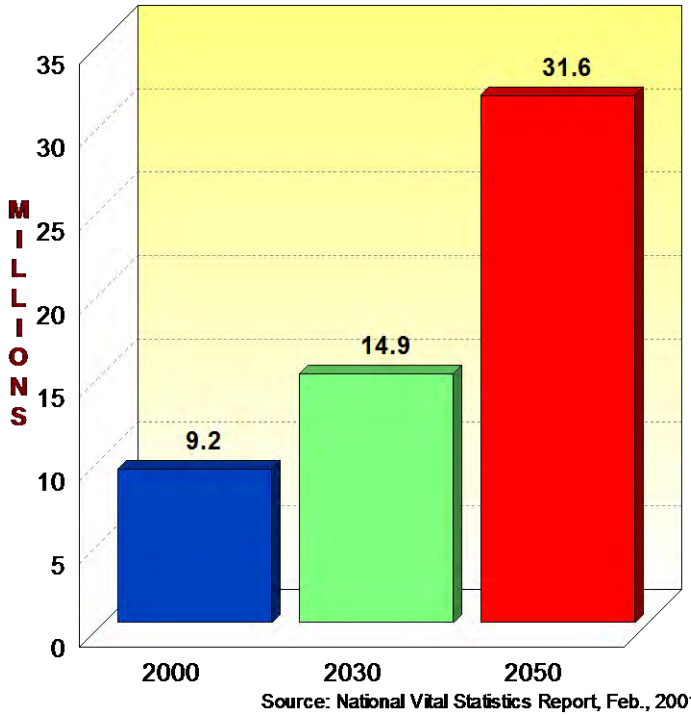
- ***Commercialization of Intellectual Property****:* Once we acquire the technology we believe is best capable of commercialization and becoming a source of revenue, we plan to commercialize the technology either through delivery of products, therapies or licenses to third parties.

- ***Co-Development of Portfolio Companies.*** A requirement that all investees allow us to assume an active role in their companies including oversight activities. As a business development company, we are required to assume an active management role in all portfolio companies. With well-structured companies with strong management, this may be as simple as having Board representation. At the other extreme, where we invest in

a promising age-reversing technology, we are equipped to build the management team and even control the company through the managers we appoint.

Demographics of an Aging Population

In 2015, the number of Americans aged 65 or older reached an estimated 47.8 million and accounted for 14.9% of the total population according to statistics provided by the U.S. Census Bureau. The aging of the U.S. population is significant considering the number of older Americans has increased more than ten-fold since the turn of the last century. Further, this aging trend is expected to continue with an estimated 98.2 million in 2060 Americans aged 65 or older, comprising nearly 25% of the total population according to statistics provided by the U.S. Census Bureau. In the United States, the population of 80 and older in 2015 is estimated at 12.1 million, or 3.76% of the U.S. population. This age segment is projected to grow to 14.9 million, or 4.4 percent of the U.S. population, by the year 2025 and to 31.6 million, or 7.82 percent of the U.S. population, by the year 2050, as shown in the chart below.



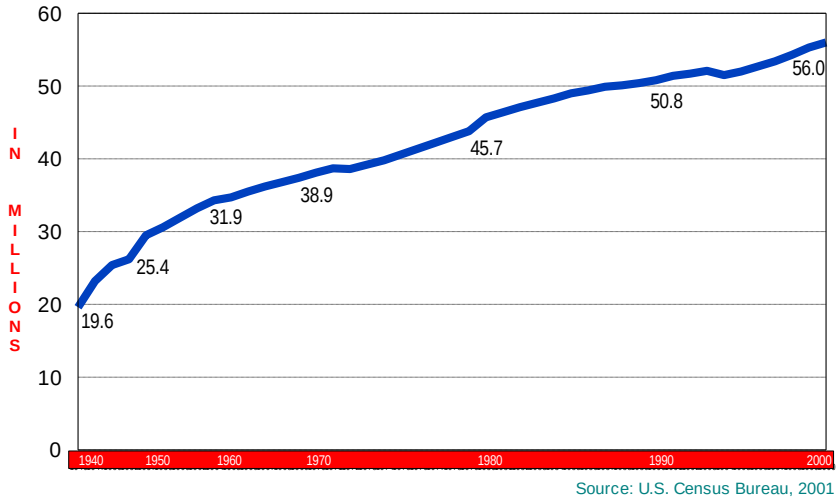
Source: National Vital Statistics Report, Feb., 2001

In other industrialized countries around the world, the percentage of the population age 65 or older is higher than in the U.S. The percentage of population over 65 in the United Kingdom, Italy and Japan is 24, 44 and 34 percent higher than in the United States, respectively. Thus, there is tremendous potential for lifespan science beyond our own borders.

In addition to the sheer population numbers, the aging segment continues to become more stable financially. In earlier decades, old age frequently meant living out one's final years in a meager existence, with the real risk of not having adequate resources for housing, food, healthcare and other basic necessities. The relative poverty rate of older Americans has dropped significantly over the past forty years.

Just 40 years ago, the segment of the population with the highest level of poverty was older Americans 65 and older, with over 37 percent living in poverty, based on projections provided by the Health Care Financing Administration's Office of Actuary. According to data from the U.S. Census Bureau, that proportion of the over-65 population living in poverty had fallen to about one in seven (14.3%). As disposable income of older Americans continues to grow, this further supports their ability to purchase health care products and services and is another demographic reinforcement for this group as a viable business base for age-related innovations and technologies.

This financial security is no doubt driven by the fact that a growing number of U.S. adults over the age of 55 hold a college degree. The number of U.S. citizens with college degrees has risen from just over 19 million in 1940 to over 89.7 million in 2015, according to the U.S. Census. This pursuit of post-secondary education enables seniors to earn more, be better off financially in their later years, and comprehend basic mechanisms of aging and how the company's proposed treatments might slow or reverse these degenerative processes. The below chart shows the increasing number of U.S. population over 55 with a college degree.



Source: U.S. Census Bureau, 2001

In summary, we believe the demographics of an aging population, as well as their educational level to understand age-related issues, and their financial capability to pay for such innovative therapies, provide support for this opportunity in the lifespan market.

Diseases and Conditions Driving the Market

The financial burden to the U.S. is staggering as the "graying population" faces diseases and conditions that rob individuals of independence to live at home and take care of themselves, as they suffer with cardiovascular illness, Alzheimer's and related dementias, cerebrovascular disease, vision and hearing loss, type II diabetes, arthritis, osteoporosis, Parkinson's disease, autoimmune disorders, incontinence, and depression. Many other diseases and conditions, such as photo-related skin damage and various cancers, are also more prevalent in the aging population. Based on data from the National Vital Statistics Reports, the data below reveals the grim effects of ageing:

- In 2013, a total of 2,596,993 resident deaths were registered in the United States (over 7,000/day).
- The age-adjusted death rate, which accounts for the aging of the population, was 731.9 deaths per 100,000 U.S. standard population.
- Life expectancy at birth was 78.8 years.

Based on data from the National Vital Statistics Reports, the chart below illustrates the breakdown of the leading diseases that contribute to U.S. deaths in 2013 (National Vital Statistics Reports, Vol. 64 No. 2, February 16, 2016).

Ranking	Disease Category	Number of deaths
	All causes	2,596,993
1	Diseases of heart	611,105
2	Malignant neoplasms	584,881
3	Chronic lower respiratory diseases	149,205
4	Accidents	130,557
5	Cerebrovascular diseases	128,978
6	Alzheimer's disease	84,767
7	Diabetes mellitus	75,527
8	Influenza and pneumonia	56,979
9	Nephritis, nephrotic syndrome, and nephrosis	47,112
10	Suicide	41,149
11	Septicemia	38,156
12	Chronic liver disease and cirrhosis	36,427

13	Essential hypertension and hypertensive renal disease	30,770
14	Parkinson's disease	25,196
15	Pneumonitis due to solids and liquids	18,579
16	Other causes	527,554

In the above chart "other causes" equates to over 527,554 people who died in 2013. Hospital errors, medication reactions, over or under nutrition, and complications also contribute to this number. Hidden in this number and all the causes of death above, are the people who died from the effects of the aging process, who would have recovered if their immune system and other natural biologic repair mechanisms were enhanced to the level it was at youth.

The diseases listed above have contributed to a quintupling of health care expenditures per capita in the U.S., rising from $3,788 in 1995 to $9,403 in 2014, according to the World Bank. By 2022, expenditures are expected to soar to $14,664, according to an estimate from the Centers for Medicare & Medicaid. Total national health expenditures are projected to total $5.0 trillion and reach 19.9 percent of gross domestic product by 2022, up from 13.2 percent in 2000.

During that time, retail outlet sales of medical products, including prescription drugs, rose at a much more rapid pace than other health care costs. We expect this trend to continue through the next decade. In 2012, the Centers for Medicaid & Medicare estimated that sales of medical products will rise from $350.8 billion in 2012 to $609.4 billion in 2022. This includes an increase in prescription drugs from $260.8 billion to $455.0 billion during that same time period.

Throughout the last half of the 20th century, the international medical community has invested heavily in interventions that treat these aging-related diseases and conditions. More recently, the medical community has introduced significant advancements designed to delay the onset of aging-dependent health challenges, and research is proceeding that may lead to the prevention or cure of certain age-dependent chronic diseases.

In addition, beyond the therapeutic and diagnostic treatments noted here, there are significant markets developing around products that enhance physical appearance, vitality, sexual capacity and other "quality of life" concerns that may not pose life-threatening medical issues to an aging population.

The desire to look younger, feel younger, and maintain an active, healthy and independent life is driving significant interest and purchasing of a range of "anti-aging" products.

Longevity Market Segments

The longevity market in which we seek to support and develop age-reversing therapeutic technologies: include regenerative treatments such as systemic stem cell therapeutics; enabling technologies and services that have aging-related applications such as plasma protein treatments, genomics, artificial intelligence, and pharmaceuticals. While these market segments are experiencing dramatic growth as a result of the scientific discovery and the dynamics of an aging population capable of financially supporting such innovation, we are most interested in making selective acquisitions of human age-reversing medical technologies in opportunities that are based on sound, emerging, protectable intellectual property that may provide a competitive edge for an extended period of time. At the same time, we intend to balance market opportunity with the challenges of regulatory approval, technology maturation time, and other issues that could affect our efforts to achieve commercial viability.

Rejuvenation Therapies

Immune function declines with aging, which leads to an increased vulnerability to infectious diseases. In addition, autoimmune diseases become more prevalent. Immune senescence has been linked to respiratory illness, diabetes, cardiovascular disease, inflammation, Alzheimer's disease, cancer and the aging process itself. The infectious burden carried by an individual as they endure a lifetime of bacterial and viral invasions may accumulate and also wear down the immune system with aging. We plan to focus on ways to bolster the tired immune system in people over age 60. Projects involving novel compounds are in discussion for research and development investments with the aim of offering the public new effective immune support therapies.

One promising tissue rejuvenation project we intend to consider investing in is a proprietary method of rejuvenating the aged thymus. The thymus is a critical organ for immune system function, being the primary site of T-cell development. The thymus is known to shrink and degenerate throughout life, a process known as "involution". Through our contacts with scientists in the industry, we have identified a very interesting prospect for meaningful rejuvenation of the aged thymus in older individuals, using a method that has a relatively simple and inexpensive regulatory approval pathway.

Enabling Technologies and Services with Aging-Related Applications

The process of unraveling the genotype/phenotype relationships that affect a person's lifespan and susceptibility for aging-dependent diseases has only just begun. There are several major areas of opportunity in this field which include:

- ***Plasma protein treatments.*** In human plasma, there is numerous signaling proteins, including cytokines, growth factors, chemokines, and other paracrine factors, which substantially determine whether cells grow, proliferate, or senesce. Increasing scientific evidence supports the possibility that manipulating these plasma signaling proteins can have dramatic effects on cellular function, wound healing, stem cell differentiation, and tissue function. A few projects of interest to us include testing treatments in humans which alter the aged signaling environment in blood plasma of elderly humans to more closely resemble that of plasma in young humans, thereby having potentially systemic, profound, and positive effects on tissue function in the elderly. We have identified at least one research group with a promising method of addressing the age-related changes in the signaling proteins in human plasma, and we intend to consider making an investment in this technology to advance its human clinical testing.

- ***Bioinformatics***. Bioinformatics is the computer-assisted data management discipline that assists in accumulating, analyzing and representing biological processes. Emerging in the 1990s, this field is accelerating the drug discovery and development process via *in vitro* and *in vivo* testing processes. The major task of bioinformatics is utilizing computing power to convert the complexity of the genetic codes of the human genome into useful information and knowledge that could be harnessed to understand the aging process and its attendant diseases. Included in this category are applications of artificial intelligence. Our AgingPortfolio.org database is expected to enhance this effort and provide a competitive edge for the Company to find promising research and development opportunities.

- ***Genomics***. Genomics compares complete genomes between different people or species. A major goal of genomics research is to determine which genes in humans are related to and/or predispose individuals to particular diseases. Genomics has revolutionized the pharmaceutical industry, moving drug discovery and development based on medicinal chemistry to designing and developing drugs based on information provided by genomics. Nearly all pharmaceutical companies have developed in-house genomics divisions or have formed partnerships with genomics firms. ART intends to assist and partner with research companies specializing in gene therapy for the purpose of modulating relevant aspects of age-related genomic changes.

- ***Single Nucleotide Polymorphisms***. A growing segment of the market is single nucleotide polymorphisms (SNPs). SNPs are genetic reagents that can be used for mapping genes (in the drug discovery paradigm) and in pharmacogenomics (for gaining an understanding of and ultimate prediction of individual metabolic response based upon genetic variation). In the near term, SNPs could potentially optimize clinical trials through patient stratification. In the long term, we believe SNP genotyping can be deployed in other market segments, including pharmacogenomics, molecular diagnostics and predictive medicine.

- ***Proteomics***. The field of proteomics is emerging as a natural successor to the human-genome project. Genes are basically the building instructions for proteins, the molecular workhorses of the body. Therefore, in order to understand how malfunctions can lead to disease and how to make new drugs and diagnostic tests, scientists will need a much more comprehensive understanding of proteins. Proteomics is not an end in itself; it is an enabling technology. We expect that proteomics will help the biopharmaceutical industry focus more quickly on relevant targets for both diagnostics and therapeutics and will help in understanding the complex biochemistry of disease.

- ***Other Molecular Tools and Service***. Without quicker, lower-cost, and better-designed means of high-volume genetic data evaluation, pharmacological developments could be halted by the backlog of analyses. Biochips

have become widespread as molecular biology tools. Biochips can be likened to semiconductors. Except instead of having electronic circuits, they have biological material, DNA, RNA or protein attached to the surface of a chip, which can be glass, silicon or plastic. The type of biochip depends upon the material attached to the chip. There are currently three main types of biochips: DNA chips, protein chips and lab chips. DNA chips, which are often referred to as microarrays, typically perform a large number of genetic tests on one biochemical sample. Protein chips, or protein microarrays, are able to detect numerous proteins from one sample. We intend to utilize various microarray technologies to speed up the process of ascertaining the value of promising new therapeutics for age-related degeneration.

- ***Telomere Science***. Cells normally can divide only about 50 to 70 times. Each time a cell divides, the telomeres of our cellular DNA get shorter. When they get too short, the cell can no longer divide and becomes "senescent" or dies. This shortening process disrupts our genetic data and is associated with aging, cancer, and death. Telomeres have been compared with the plastic tips on shoelaces, because they keep chromosome ends from fraying protecting important genetic information in our chromosomes. We plan to explore the use of artificial intelligence combined with pharmaceutical expertise to ascertain possible effective telomerase activators.

Pharmaceuticals

Annual global spending on medicines will reach over an estimated $1.2 trillion in 2016. During the last decade, pharmaceutical companies introduced over 150 new medicines targeting the diseases of aging. Pharmaceutical researchers are currently working on hundreds of new medicines that tackle the major causes of disability among seniors. In 2015, global sales of cardiovascular drugs will exceed $112 billion by 2015 as reported by Global Industry Analysts, Inc. According to IMS Health, Inc., sales in 2015 for drugs to treat osteoporosis reached $13 billion, and the global market of autoimmune drugs was $32 billion.

Overall, the over-65 population consumes three times as many pharmaceuticals as younger patients do. The industry's relatively high growth rate and profitability has attracted significant R&D investments for new product discovery and development. The pharmaceutical industry invests a higher percentage of sales revenues in R&D than any other industry. The leading global pharmaceutical companies include Pfizer, GlaxoSmithKline, Merck, AstraZeneca, Bristol-Myers Squibb, Novartis, Johnson& Johnson and Aventis. During the next five years, the industry expects to see a surge of innovative medicines as well as technology-enabled advances that will deliver measurable improvements to health outcomes. With these advances, we expect to play a role in development of new therapeutic technologies that will increase healthy lifespan and reverse age related degeneration.

Topical Dermatological Treatments

Topical delivery of therapeutic drugs offers a promising way to provide the benefits of new compounds in a convenient dose measured easy to use method. Age Reversal Therapeutics has identified several compounds to test via topical delivery methods. ART will explore the feasibility and benefits of such topical pharmaceuticals and test their effectiveness for various parameters associated with aging. In some cases, compounds which may offer anti-aging benefits systemically, may offer topical age reversal benefits as well. Management at ART is in negotiations for one of these compounds. As more are identified, management may decide to either license them to third parties for commercial development, or pursue commercialization.

Biologics

Growth factors are cytokines that signal processes between cells stimulating growth, healing and differentiation. With aging, concentrations of these key signaling molecules change dramatically, along with the function of organs and cell processes they influence. Peptides are amino acid sequences that trigger a series of intracellular signaling cascades leading to biological activities. Age Reversal Therapeutics is in discussion with a group over a novel endocrine peptide compound which positively influences cells and tissues. Already studies have shown bioactivity such that the compound can improve immune function, wound healing, diabetes profiles and cardiovascular health.

AgingPortfolio.org

The International Aging Research Portfolio (IARP) at AgingPortfolio.org may be commercialized by offering several value propositions:

The www.AgingPortfolio.org website that is expected to provides analytical services to scientists and general public interested in accessing biomedical advances before they get published in biomedical literature. Suitable advertising integrated into this website is expected to serve as a possible source of revenue.

Subscription services to premium content and customized research reports

- Analytical and investment reports on longevity science
- Ratings of scientists, non-profit and for-profit institutions
- Trends analysis

Direct marketing services

- When a scientist or an organization receives a large multi-million grant, it may be possible to offer certain products and services even before funding becomes available by predicting the needs and requirements of the group
- Understanding performance of individual scientists based on funding, publication and clinical performance may help provide substantial value to hiring managers

Acquisition Strategy

We intend to implement the following strategies to identify and acquire age-reversing therapeutic technologies that we identify as having potential for commercialization.

Deal Sourcing. We believe our proprietary AgingPortfolio.org data analytics, combined with the experience of our executive management and board of directors, may provide us with opportunities to license, develop, and commercialize age-reversing technology and therapies. Age-reversal studies and other age-reversing technologies may come to the attention of our executive management from many sources, including our data analysis team at AgingPortfolio.org, and from research teams we are acquainted with, prior deal participants, prospective management teams, entrepreneurs, scientific advisors, industry organizations, corporate development professionals, financial institutions, high net worth and institutional investors and service professionals, and the scientific and medical community. This collection of business, financial, and technical sources also increases the network of potential opportunities for our company.

Evaluation of Age-reversing Technologies. Prospective age-reversing technologies will be evaluated by our executive management based upon the selection criteria established by us from time to time. The following are typical of the criteria that we may utilize to analyze prospective age-reversing technologies:

- Innovative proprietary technology, specialized expertise or maturing technologies that may have a competitive advantage or head start entering the market and with the potential to reverse biological aging, prevent/reverse senescent disorders, and extend human lifespan; and
- Our ability to obtain rights to the intellectual property that is expected to allow us, either alone or in cooperation with others, to develop therapies in-house, partner with other expert groups and provide late-stage funding to companies with validated age reversal models that can be rapidly transitioned into the clinical arena.

Structure of Investments. Our technology acquisitions are expected to be structured in negotiated, private transactions directly with the owner(s) of each technology, whether they be individuals, universities, or corporations. Acquisitions of the technology may take the form of partnerships, license and marketing rights or acquisition of securities. The securities acquired may include common stock and preferred stock convertible into common stock, as well as secured

debt securities convertible into common stock, but may also include a combination of equity and debt securities and warrants, options, and other rights to acquire such securities, or limited partnership or joint venture interests. We may also make bridge loans to prospective acquisition candidates to address temporary cash flow needs.

In addition to structuring the transaction in terms of price, type of security, restrictions on use of funds, commitments or rights to provide additional financing, we will seek to negotiate into the structure provisions providing our involvement in the investee company's business and liquidity, including terms and provisions such as pre-emptive rights, board representation, anti-dilution protection, and protective and voting rights. In cases where we are investing in promising technologies with incomplete or weak management teams and/or incomplete business plans, we will endeavor to negotiate rights to build or strengthen management teams, complete the business plans and generally incubate the companies.

Follow-On Investments. After the initial investment, we anticipate that we will typically provide additional or follow-on financings for an investee company. Follow-on investments may be made pursuant to rights to acquire additional securities or otherwise to increase our ownership position in a successful or promising company. We may also be called upon to provide follow-on investments for a number of other reasons, including providing additional capital to a company to implement its business plan, to validate the technological proof-of-principle, to procure intellectual property positions, to support research and development, to create infrastructure and business development, or to prepare the company for a possible sale or spin-off to a publicly traded company and meeting its corporate governance and eligibility requirements.

Average Investment. The amount of investment committed to any one technology and the ownership percentage received may vary depending on the maturity of the technology, the quality and completeness of the management team, the perceived business opportunity, the capital required compared to existing capital, and the potential return.

Co-Investments. Although we may make capital investments as a sole investor, particularly in initial investments in early stage companies, and will generally seek to be a lead investor in technology we acquire, we may from time to time seek other venture capital groups to serve as either a lead or co-investor. We may also seek to co-invest with others. While co-investing may be a minor component of our overall investment strategy, we believe it is an integral one. ART may develop specific funds to acquire, research, or invest in companies that are already down a path of development and commercialization of promising age-reversal therapeutic interventions.

Active and Continuous Participation. Once an investment is made, success often depends on the active and significant participation and influence we have on major business decisions related to the development of the technologies we may acquire. Our executive management plans to maintain oversight over the development of the technologies we may acquire including close supervision of such matters as research and development milestones, budgets, profit goals, business strategy, financing requirements, management additions and replacements, and disposition strategy. In addition to this monitoring and participation, we intend, where necessary, to provide infrastructure guidance by delivering access to appropriate research universities and non-profit organizations, collaborative technologies, and service organizations such as lawyers for corporate and intellectual property advice, and accountants.

Exit Strategy. We plan to exit most of our investments in selected technologies in four to six years after the initial investment, depending on the circumstances specific to a given technology. We intend to capitalize on the most prudent exit alternative to maximize capital appreciation and value to our shareholders while leaving the company with sufficient capital to pursue additional age reversal initiatives. Our investments will generally be illiquid until the occurrence of certain liquidity events, such as out-licensing, initial public offering, or a merger or other sale of assets.

Government Regulation

Some of our planned operations will be subject to regulation by various United States federal agencies and similar state and international agencies, including the FDA, the Federal Trade Commission ("FTC"), the Department of Commerce, the Department of Transportation, the Department of Agriculture and other state and international agencies. These regulators govern a wide variety of production activities, from design and development to labeling, manufacturing, handling, selling and distributing of products. From time to time, federal, state and international legislation is enacted that may have the effect of materially increasing the cost of doing business or limiting or expanding our permissible activities. Furthermore, since we have not yet acquired any age-reversing technologies nor have we begun the process of commercializing any of these technologies, we cannot predict whether or when current or potential legislation or

regulations will be enacted, and, if enacted, the effect of such legislation, regulation, implementation, or any implemented regulations or supervisory policies would have on our financial condition or results of operations. In addition, the outcome of any litigation, investigations or enforcement actions initiated by state or federal authorities could result in changes to our operations being necessary and in increased compliance costs as we strive to satisfy all governmental requirements.

Advertising Regulation

While we do not intend to market any dietary supplements, if a dietary supplement were shown to reverse biological aging and we begin to market dietary supplements, then, in addition to FDA regulations, we would become subject to FTC regulations involving the advertising of dietary supplements, foods, cosmetics, and over-the-counter, or OTC, drugs. In recent years, the FTC has instituted numerous enforcement actions against dietary supplement companies for failure to adequately substantiate claims made in advertising or for the use of false or misleading advertising claims. These enforcement actions have often resulted in consent decrees and the payment of civil penalties, restitution, or both, by the companies involved. We may be subject to regulation under various state and local laws that include provisions governing, among other things, the formulation, manufacturing, packaging, labeling, advertising and distribution of dietary supplements, foods, cosmetics and OTC drugs. In addition, The National Advertising Division of the Council of Better Business Bureaus (the "NAD") reviews national advertising for truthfulness and accuracy. The NAD uses a form of alternative dispute resolution, working closely with in-house counsel, marketing executives, research and development departments, and outside consultants to decide whether claims have been substantiated.

As we expand our business and begin the commercialization of technologies we plan to acquire, we will allocate a portion of our working capital to cover the expected increase in costs to hire and train additional internal and external resources to ensure we remain in substantial compliance with our regulatory obligations.

Competition

The biotechnology industry is characterized by rapidly evolving technology and intense competition. Our competitors include startup, development-stage, and major commercial companies seeking to acquire technologies, and offering services, techniques, treatments and services for developing, producing and marketing age-reversing therapies. Some of these companies are well established and possess technical, research and development, financial, manufacturing, reputational, regulatory affairs, and sales and marketing resources significantly greater than ours. In addition, many smaller biotech companies have formed strategic collaborations, partnerships and other types of alliances with larger, well-established industry competitors that afford these companies' potential research and development and commercialization advantages in product areas currently being pursued by us. Academic institutions and other public and private research organizations are also conducting and financing research activities which may produce products and processes directly competitive to those being commercialized by us. Moreover, many of these competitors may be able to obtain patent protection, obtain FDA and other regulatory approvals and begin commercial sales of their products or therapies before we do.

Employees

As of the date of this memorandum, and for the initial startup period through December 2016, to save cost and direct more funds toward supporting research, ART will have no full-time employees. Executive decisions will be made and projects overseen by a consortium of individuals pledged to developing validated methods to reverse biological aging in humans. This consortium includes the Board of Directors, executive management, and our Scientific Advisory Board. This management committee will provide perform its services at relative low costs to the company, thereby enabling the company to make maximal expenditures of its funds to the research scientists. From time to time, we may employ independent consultants or contractors to support our development, marketing, sales and support, and administrative needs. Our employees are not represented by any collective bargaining unit.

Properties

We do not own any real estate or other physical properties materially important to our operation. Our headquarters are located at 401 E Las Olas Blvd, Suite 1400, Ft Lauderdale, Florida 33301. We believe that our office facilities are suitable and adequate for our business as it is contemplated to be conducted.

EXECUTIVE OFFICERS, DIRECTORS AND SCIENTIFIC ADVISORY BOARD

Set forth below are the names of our directors, executive officers and key consultants and their principal occupations at present and for at least the past five years.

Name	Position
William J. Faloon	Executive Chairman of the Board of Directors
Patricia Riley	Chief Executive Officer and Director
Maximus V. Peto	Chief Financial Officer and Director
Douglas F. Gass	Chief Operating Officer
Arthur K. Balin, MD, PhD, FACP	Chief Medical Director
Alex Zhavoronkov, PhD	Chief Science Officer
Benjamin Best	Director
James Riley	Director

Our Directors are appointed by the two majority shareholders of our company as provided for in the Shareholders Agreement (as defined herein) and as provided for in our Articles of Incorporation and bylaws and hold office until removed from office in accordance with our bylaws and the Shareholders Agreement. See "Description of Our Securities". Our officers are appointed by our Board of Directors and hold office until removed by the Board.

William Faloon. Mr. Faloon is a co-founder of the company and was appointed as Chairman of the Board of Directors in July 2016. In 1977, Mr. Faloon founded the Life Extension Foundation (formerly, Florida Cryonics Association), a non-profit corporation that has grown to one of the world's largest and most recognized organizations relating to longevity research. Since its inception, Life Extension Foundation has contributed over $175 million to a variety of biomedical research initiatives aimed at finding ways to slow aging, better treat degenerative disease, and eliminate involuntary death. Mr. Faloon is a co-founder of the Life Extension Buyers Club, a pioneering nutraceutical company recognized as a leader in the field of innovative longevity products. Life Extension Buyers Club provides its clients direct access to comprehensive blood testing and offers a range of complimentary services aimed at keeping clients in the best state of health. Life Extension formulates nutritional supplements, skin and personal care products, publishes a monthly magazine and engages in clinical research, all of which are designed to help people live longer and better. A tireless advocate of leveraging science and technology to improve the human condition, Mr. Faloon compiled a 1,500 page medical reference book in 2003 titled *Disease Prevention and Treatment* that provides novel information on over 110 common medical conditions that are overlooked by conventional medicine. Mr. Faloon has authored dozens of articles exposing how misguided policies of the FDA cause Americans to needlessly suffer and die. Many of these articles have been compiled into another book authored by Mr. Faloon titled *Pharmocracy: How Corrupt Deals and Misguided Medical Regulations Are Bankrupting America—and What to Do About It*. To promote healthy living and life extension, Mr. Faloon has made hundreds of media appearances over the years, including The Phil Donahue Show, Tony Brown's Journal, The Joan Rivers Show, ABC News Day One, and Newsweek, among others. In his role at Life Extension, Mr. Faloon writes extensively on the latest research on topics as diverse as how to reduce heart disease, slow systemic aging processes, and reverse dementia.

Patricia Riley. Ms. Riley is a co-founder of the company and was appointed as our Chief Executive Officer and a Director in July 2016. Ms. Riley has worked for over 40 years with physicians and scientists in the quest to bring forth products designed to slow aging. She is a scientist and holds ten patents. She is the Founder of Clientele, Inc. and MDR Fitness Corp. and has vast experience developing skin care and nutritional technologies to promote youthful skin and healthy longevity. She cofounded the first stem cell therapeutics workshop at University of Miami. Ms. Riley earned the Jacqueline Kennedy Award, Rising Star of QVC, Northwood University Outstanding Business Leader in 2009, participated in the 1980's on the Board of Stiefel Laboratories, served as a member of the QVC Vendor Advisory Board from 2003-2006 and was a member of the Northwood University Board of Governors from 2009 to 2013 and the Board of Trustees from 2013 to 2016. Ms. Riley is a Phi Kappa Phi Honor Graduate of the University of Florida, with a Bachelor of Science Degree in Food Science and Nutrition and received a Doctor of Laws (honoris causa) from Northwood University.

Numerous patents and innovations in technology were developed by Ms. Riley including: 1979 - oil-free moisturizers, 1982 – antioxidants as a "defense" against "oxidative aging", in skin care and nutritional formulas, 1983 – vitamins to nourish skin, hair, and nails from within, 1985 - AM/PM vitamin dosages for improved absorption and efficacy of water soluble nutrients, 1995 - Phytoestrogens in skin care to address hormonal decline, 1997 –Lotus seed compositions with

protein repair technology clinically proven to reverse signs of aging, 1999 – Nutritional formulas with aspirin for prevention of coronary heart disease, the primary cause of death in America, and 2016 - patented stem cell and growth factor technology to reverse visible signs of skin again factors to decrease signs of aging on the skin.

Maximus V. Peto. Mr. Peto was appointed as our Chief Financial Officer in July 2016. Since October 2015, Mr. Peto has been a scientific researcher at BioAge Labs, Inc., where he provided scientific database search, curation, project management, and scientific writing services for the company. In addition, Mr. Peto has been a project manager at Life Extension Foundation since June 2015 where he has been involved in the management of research projects on aging and human longevity enhancement and vetting of scientific research proposals for their potential to reverse the degeneration associated with human aging. Concurrently, Mr. Peto has been a Science Literature Analyst at SENS Research Foundation since August 2012 where he screens publications for relevance to SENS Research Foundation research objectives. In addition, from May 2010 to August 2012, Mr. Peto was a Biological Researcher at SENS Foundation where he was a recombinant protein biologist and protein chemist. Mr. Peto has been the Editor-In-Chief of a newsletter published by the Methuselah Foundation, called the *Rejuvenation Biotechnology Update* since January 2014 that covers longevity research and medical advancement for age-related diseases. From 2011 to 2013 Mr. Peto was the Chief Executive Officer at Invivokines, Inc., a company he founded that engaged in the identification of and development of cost-effective production methods for high-value cytokines (proteins) used in stem cell culture. From 2009 to 2010, Mr. Peto was an analytic chemist and lab technician and was previously a college accounting instructor in 2008 and an adjunct college lecturer on international management, business and accounting in 2007. In addition, Mr. Peto worked as a cost and staff accountant for Techneglas, Inc. in 2006, and as a regional financial statement accountant for Enterprise Rent-A-Car from 2006-2007.

Mr. Peto received a Bachelor of Business Administration from the University of Toledo and a Master of Business Administration from California State University.

Douglas F. Gass. *Mr. Gass* was appointed as our Chief Operating Officer in July 2016. Mr. Gass has had a diverse career over the last thirty years as a corporate consultant, investment banker, entrepreneur and corporate executive. Since 2010, Mr. Gass has been a member of Flow Capital Advisors, LLC, a business consulting company. From 1991 to 2001 Mr. Gass was a principal and co-founder of M.S. Farrell & Co. Inc., a New York based investment bank. From 1991 to 2001, Mr. Gass has held the position of Vice Chairman and served as a founding board member of Innapharma Inc. a biotechnology company engaged in late stage clinical trials of small chain peptide compounds to treat major depression. During his tenure at Innapharma, the company engaged in several rounds of private equity funding.

Mr. Gass holds a Bachelor of Science Degree in Psychology and Business from Flagler College.

Arthur K. Balin, MD, PhD, FACP, FAACS, FAAD, FACMS, FASDS, FASLMS, FASDP, FCAP, FASCP, FAAA, FRSM, FACN, FNACB, FFRBM, AGSF, FGSA, FMMS, FPCP was appointed as our Chief Medical Director in July 2016. Dr. Balin has been engaged in the field of medicine and research for over 45 years and has been interested in understanding the mechanisms that are responsible for the aging process. His research has employed techniques to examine and develop techniques to understand the role of oxygen and oxidative stress in human biology and to ameliorate cutaneous disease associated with the aging process. He served as the Executive Director of the American Aging Association from 1992 – 2008 and he was the Editor-in-Chief of AGE, the scientific Journal of the American Aging Association from 1992 – 2002.

Dr. Balin graduated from Northwestern University with Highest Distinction. He went on to complete his MD and PhD in Biochemistry at the University of Pennsylvania where he was a trainee sponsored by the NIH Medical Scientist Training Program. He did his residency in Internal Medicine at the Hospital of the University of Pennsylvania, and residencies in Dermatology and Dermatopathology at the Yale-New Haven Medical Center in Connecticut. Additionally, he trained at the Sammons Cancer Center at Baylor University in Dallas, Texas to become one of only a few hundred physicians fellowship trained and certified in Mohs Micrographic Surgery and Cutaneous Oncology.

Dr. Balin is currently board certified in seven medical specialties, four of which are standard AMA recognized Boards. They include Board Certification in Internal Medicine and in Geriatric Medicine from the American Board of Internal Medicine, Dermatology from the American Board of Dermatology, Dermatopathology from the American Board of Dermatology, and The American Board of Pathology. Three are newly established boards. They include Board Certifications in Dermatologic Cosmetic Surgery from the American Board of Cosmetic Surgery, Mohs Micrographic Surgery and Cutaneous Oncology from the American Board of Mohs Micrographic Surgery and Cutaneous Oncology,

and Anti-Aging Medicine by the American Board of Anti-Aging Medicine. He has studied acupuncture and is licensed as a physician acupuncturist in Pennsylvania. He initially studied hypnosis in the early 1970's with Dr. Martin at the University of Pennsylvania Medical School. He is a trainer and examiner in Conversational Hypnotherapy for the IAPCH (International Association of Professional Conversational Hypnotists).

He has held academic faculty appointments at The Rockefeller University, Yale-New Haven Medical Center, Cornell University Medical School, and Baylor University Medical Center. Dr. Balin has held clinical faculty positions at The Rockefeller University Hospital, The New York Hospital, Cornell University Medical College, and The Medical College of Pennsylvania and as a Professor at the Lankenau Institute for Medical Research in the Jefferson Health System, Philadelphia, PA. While at The Rockefeller University, he directed a laboratory for nine years where he conducted research on discovering molecular mechanisms that are responsible for the aging process. He has taught courses on dermatology, skin surgery, and anatomy and trained residents in dermatology and post-doctoral fellows in academic biomedical research. Before joining The Lankenau Institute for Medical Research, he was Clinical Professor of Dermatology and Research Professor of Pathology in The Medical College of Pennsylvania, which in now known as Drexel University School of Medicine.

Dr. Balin is an active member of more than 60 professional and academic societies. He has been elected to Fellowship in 18 medical and scientific societies. Some of the more clinically related societies include: Fellow, American College of Physicians; Fellow, American Academy of Cosmetic Surgery; Fellow, American Academy of Dermatology; Fellow, American Society of Dermatologic Surgery; Fellow, American College of MOHS Micrographic Surgery and Cutaneous Oncology; Fellows, American Society of Laser Medicine and Surgery; Fellow, The American Society of Dermatopathology; Fellow, College of American Pathologists; Fellow, American Society of Clinical Pathology; Fellow, American Geriatrics Society; Fellow, Gerontological Society of America; Fellow, American Society of Clinical Nutrition; Fellow, Philadelphia College of Physicians; and Fellow, Royal Society of Medicine.

Dr. Balin has received multiple awards for his outstanding medical achievements. They include: the Mosby Scholarship Award by the University of Pennsylvania School of Medicine; the Wilton H. Earle Award by the Society for In Vitro Biology; the Outstanding Achievement in Life Sciences-Advances in Clinical Medicine Award by the American Academy of Anti-Aging Medicine; the American Medical Association Physicians Recognition Award, the American Academy of Dermatology Continuing Medical Education Award; and the Quality Control Program in Dermatopathology awarded by the American Society of Dermatopathology. Furthermore, throughout his career he has been honored by being elected to membership in Phi Beta Sigma (scholastic honorary society), Phi Beta Kappa (scholastic honorary society), Alpha Omega Alpha (medical honorary society), and Sigma Xi (scientific honorary society). In 2009, he was honored by the American Aging Association by having an annual medically related session named the Arthur Balin Plenary session. He has authored several books, one for the lay public entitled The Life of the Skin which was named one of the ten best medical books of 1998 by Amazon.com. He was also recognized as one of Philadelphia's Top Doctors by Main Line Today. He was awarded Lifetime Membership in the American College of Mohs Surgery in 2014 and an Honorary Lifetime membership award in the American Society of Dermatopathology in 2015. He has been listed in Who's Who in America since 2011.

Dr. Balin has authored over 135 research papers, chapters in medical textbooks and encyclopedias, abstracts, and electronic internet chapters. Dr. Balin has been interviewed about various subjects including skin cancer and aging on radio and television. His scientific papers are peer reviewed and focus on basic aging research, nutrition, wound healing, and clinical and experimental dermatology. He was one of the first scientists to grow human skin in the laboratory and to then take the skin and place it on wounds to help them heal. He serves on the editorial and scientific advisory boards of several journals and organizations. He served as the Executive Director of the American Aging Association from 1992 – 2008 and served as the founding curator of the Reference Dermatopathology Slide Library of the American Society of Dermatopathology from 1983 – 2015. He was the Editor-in-Chief of AGE, the scientific Journal of the American Aging Association from 1992 – 2002.

Besides attendance at numerous special conferences and workshops annually, Dr. Balin gives a number of invited lectures. He is continually pioneering research in the areas of molecular biology and the clinical aspects of aging. His specific clinical interests are the amelioration of cutaneous disease, including skin cancer, and progressive and new techniques for cosmetic surgery. Dr. Balin is Medical Director of The Sally Balin Medical Center for Dermatology and Cosmetic Surgery and The Sally Balin Ambulatory Surgical Center in Media, PA. These Facilities are located in suburban Philadelphia and provide state of the art technology for the diagnosis and treatment of skin cancer, cosmetic improvement of aging skin, cosmetic surgery, liposuction surgery, and longevity medicine. Dr. Balin is currently on staff

at the Crozer-Chester Medical Center in Upland, PA and Riddle Memorial Hospital in Media, Pa, and continues to pursue active biomedical aging research in the research facilities of The Sally Balin Medical Center.

Alex Zhavoronkov, PhD. Dr. Zhavoronkov was appointed as our Chief Science Officer in July 2016. Having extensive background in GPU computing and bioinformatics, Dr. Zhavoronkov pioneered the applications of artificial intelligence to drug discovery, biomarker development, nutraceutical efficacy screening and aging research. Before switching his focus to aging research in 2004, he served as the director of Central and Eastern Europe at ATI Technologies, the publicly-traded leader in computer graphics processing technology acquired by AMD (Nasdaq: AMD). Since 2008 he has been the Director and Chief Science Officer of the Biogerontology Research Foundation, a UK-based registered charity supporting aging research worldwide. He is also the CEO or Insilico Medicine, Inc. headquartered at the Emerging Technology Centers at the campus of the Johns Hopkins University in Baltimore. The company is focusing on applying deep learning and advanced signaling pathway activation analysis to drug discovery and drug repurposing for aging and age-related diseases. His Aging.AI served as the first proof of principle for applying deep neural networks to estimating human chronological age and the joint program with Biotime, Inc. called Embryonic.AI is the first deep learned predictor or embryonic state of any human tissue. He is also the director of the International Aging Research Portfolio (IARP) knowledge management project and head of the Regenerative Medicine Laboratory at the Federal Clinical Research Center for Pediatric Hematology, Oncology and Immunology, one of the largest children's cancer centers in the world performing over 300 bone marrow transplantations annually since 2012. He is the adjunct professor of the Moscow Institute of Physics and Technology and heads NeuroG, a neuroinformatics project intended to assist the elderly suffering from dementia. Since 2010, Dr. Zhavoronkov published over 60 research papers in peer-reviewed journals and several popular books including "*The Ageless Generation: How advances in biomedicine will transform the global economy*" (Palgrave Macmillan, 2013). He helped organize over 30 research conferences including the annual Practical Applications of Aging Research Forum at the Basel Life Science Week, one of Europe's largest industry events in drug discovery. He is the associate editor of the genetics of aging section of Frontiers in Genetics journal.

Dr. Zhavoronkov earned two Bachelor Degrees from Queen' s University, a Masters in Biotechnology from Johns Hopkins University and a PhD in Biophysics from the Moscow State University.

Benjamin Best. Mr. Best was appointed as a director of our company in July 2016. Since 2012, Mr. Best has been the Director of Research Oversight at Life Extension Foundation where he calls on his deep background and experience in cell biology and research in cancer and Alzheimer's disease. From 2003 to 2012 Mr. Best was the President and Chief Executive Officer of Cryonics Institute. From 1987 to 2003, Mr. Best was a Senior Programmer and Analyst at Scotiabank. In addition, Mr. Best has taught courses in computer programming and had been a pharmacist early on in his career. Mr. Best has achieved a variety of academic certifications that include: Logic Controllers Technician 2004, George Brown College, Advanced Mechanical Eng. Tech. 2003, Ryerson Polytechnic University, Mechanical Engineering Technology 2001, Ryerson Polytechnic University, Programming Certificate 1998, Ryerson Polytechnic University, BBA (Accounting, Finance & Math) 1987, Simon Fraser University, Bachelor of Science (Computing Science & Physics) 1987, Simon Fraser University, Bachelor of Science (Pharmacy) 1974, University of British Columbia. Mr. Best is a member of or holds professional certifications in the following: American Association for the Advancement of Science, Aging Association Scientific Member, American Mensa Member (Lifetime Member), Pharmacy Examining Board of Canada Certificate, a Professional Registered Parliamentarian and a former member of the Association of Computing Machinery and former instructor at the Canadian Red and CPR instructor at Heart & Stroke Foundation of Ontario. Papers published by Mr. Best include: "*An Empirical Study of Some Pattern Matching Algorithms*", CIPS Congress '85, Montreal, Quebec, Canada; "*Nuclear DNA damage as a direct cause of aging*" REJUVENATION RESEARCH June 2009 Vol 12, Issue 3; "*Scientific justification of cryonics practice*" http://www.ncbi.nlm.nih.gov/pubmed/18321197; and "*Cryoprotectant Toxicity: Facts, Issues, and Questions*" REJUVENATION RESEARCH October 2016 Vol 18, Issue 5. Mr. Best maintains a collection of his personal writings including topics on the mechanisms of aging at www.benbest.com.

James Riley. Mr. Riley was appointed as a director of our company in July 2016 and brings over 20 years of leadership and investment experience in the technology industry. Mr. Riley is the CEO of iCare.com, a provider of on-demand Electronic Health Record (EHR) software, which he founded in 2011 to create a cloud-based health information management service for hospitals, clinics, and physician practices. Previously, Mr. Riley founded Learn.com, a cloud-based Human Capital Management provider where he acted as Chairman & CEO and led the company to customer success, analyst acclaim and product innovation that culminated in its sale in 2010. Mr. Riley received a Bachelor of Science Degree in Systems Engineering from the University of Florida and is a graduate of the Air National Guard Academy of Military Science. He served as a fighter pilot in the U.S. military and is a lifetime member of the Air Force

Association. Mr. Riley currently serves as a Trustee and member of the Audit Committee of the private preparatory Pine Crest School with campuses in Fort Lauderdale and Boca Raton, Florida.

There are no family relationships among any of our executive officers and directors except for Mr. Riley who is the brother of Pat Riley.

Employment Agreements with Executive Officers

Except as noted below, we have no employment agreements with any of our executive officers who are "at-will" employees or consultants to our company. The following is a summary of the compensation of our executive officers:

Equity Incentive Plan. We have reserved 1,000,000 shares of our common stock that will be awarded pursuant to the terms of an equity incentive plan. This plan may provide for the grant of restricted stock awards, deferred stock grants, stock appreciation rights, stock awards and/or the award of stock options. The purpose of the proposed equity incentive plan is to advance the interests of our company by providing an incentive to attract, retain and motivate highly qualified and competent persons who are important to us and upon whose efforts and judgment the success of our company may be dependent. The recipient of any grant under the equity incentive plan, and the amount and terms of a specific grant, will be determined by our Board of Directors.

Patricia Riley. On July 25, 2016, we entered into an employment agreement with Ms. Riley to serve as our Chief Executive Officer for a term that expires on July 27, 2019. As part of the formation and organization of our company we agreed to issue 2,500,000 shares of our common stock to LifeSpanXL, LLC, a company wholly owned by Ms. Riley in exchange for the contribution of certain property rights contributed to our company upon its formation. The employment agreement provides for a base annual salary of $150,000 commencing on the earlier of January 1, 2017 or upon the Company having received no less than $5,000,000 in investment capital from one or more parties that are not affiliates of our majority shareholder Life Extension Age Reversal Project, LLC. Ms. Riley is also entitled to participate in any health and other benefits that are available to all other employees of the Company on the same basis as our other employees. Currently, we do not offer any such benefits. Furthermore, Ms. Riley is also entitled to appoint one member to our board of directors.

Each year during the term of her employment, Ms. Riley is entitled to an award of ten-year stock options to purchase 1.25% of the aggregate issued and outstanding equity capital of our company at an exercise price equal to the current valuation of our common stock as reasonably determined by our board of directors. Further, we agreed to pay Ms. Riley's business expenses incurred in connection with her employment consistent with our expense reimbursement policies and reimburse her for legal expenses incurred in connection with the drafting of her employment agreement. We agreed to indemnify Ms. Riley to the fullest extent provided under Florida law and obtain liability insurance in an amount to be determined. We agreed to procure key man life insurance covering Ms. Riley with the proceeds used for ALCOR Life Extension Foundation membership and any remaining funds paid to us.

Ms. Riley's employment may be terminated by us for cause as defined in the employment agreement or death or disability. If, however, Ms. Riley's employment is terminated by us without cause, or she resigns for good reason as defined in her employment agreement, she is entitled to be paid her compensation accrued through the date of termination and her base salary for a period of one year after termination provided she executes a release and non-disparagement agreement in a form satisfactory to us. During the term of his employment and for a period of two years thereafter, Ms. Riley agreed to (i) refrain from soliciting clients, suppliers and others with who we have a business relationship with and our employees and consultants (ii) commercializing any discovery that we are developing, funding or have evaluated excluding certain nutritional supplements and activities related to her businesses prior to joining our company. In addition, Ms. Riley agreed to keep certain information of the Company confidential and we mutually agreed to refrain from engaging in any disparaging conduct during the term of her employment and thereafter.

Arthur K. Balin, MD, PhD, FACP. We agreed to award to Dr. Balin a stock option to purchase 100,000 shares of our common stock at a price of $5.00 per share as compensation of our Chief Medical Director. The option vests with respect to 50,000 shares on September 1, 2017 and with respect to 50,000 shares on September 1, 2018. The options are exercisable for a period of ten years after the award date.

Alex Zhavoronkov, PhD. We agreed to award to Dr. Zhavoronkov a stock option to purchase 100,000 shares of our common stock at a price of $5.00 per share. The option vests with respect to 50,000 shares on September 1, 2017 and

with respect to 50,000 shares on September 1, 2018. The options are exercisable for a period of five years after the award date.

Director Compensation

Except for directors who are our employees (Ms. Riley), our directors do not receive any compensation as directors and there is no other compensation being considered at this time.

Consulting Agreement with Life Extension Foundation

As compensation under the terms of a three-year consulting agreement we plan to enter into with Life Extension Foundation, we agreed to issue each year during the term of the agreement a ten-year stock option to purchase 1.25% of the aggregate issued and outstanding equity capital of our company at an exercise price equal to the current valuation of our common stock as reasonably determined by our board of directors.

OWNERSHIP OF EXECUTIVE OFFICERS, DIRECTORS AND PRINCIPAL SHAREHOLDERS

The following table sets forth, as of the date of this Memorandum, information concerning ownership of our Shares by:

- Each person who beneficially owns more than five percent of the outstanding Shares;
- Each of our directors;
- Each of our executive officers; and
- All directors and executive officers as a group.

Shareholders (above 5%)	Number	Percent[(1)]
Life Extension Age Reversal Project, LLC[(2)]	6,500,000	72.2%
LifeSpanXL, LLC[(3)]	2,500,000	27.8%

Individual Participants or Beneficial Owners	Shares Beneficially Owned	
	Number	Percent[(1)]
William J. Faloon[(2)]	0	0
Maximus V. Peto	0	0
Douglas F. Gass	0	0
Arthur K. Balin, MD, PhD, FACP	0	0
Alex Zhavoronkov, PhD	0	0
Benjamin Best	0	0
James Riley	0	0
Patricia Riley[(3)]	2,500,000	27.8%
All Directors and Executive Officers as a group (8 people)	2,500,000	27.8%

(1) Based on 9,000,000 shares of common stock issued and outstanding.

(2) Mr. Faloon is one of five members of the board directors of of Life Extension Foundation, Inc. ("LEF") which is the sole member and manager of Life Extension Age Reversal Project, LLC, a Delaware limited liability company ("LEARP"). Mr. Faloon does not have voting or dispositive control over the shares owned by LEARP. Further, Mr. Faloon disclaims beneficial ownership of our common stock owned by LEARP and this disclosure shall not be deemed an admission that Mr. Faloon is the beneficial owner of such shares for purposes of this memorandum or any other purpose.

(3) Shares owned by LifeSpanXL, LLC, a Florida limited liability company ("LifeSpanXL"). Ms. Riley has voting and dispositive control over the shares owned by LifeSpanXL.

THE OFFERING

This summary of the Offering, and any documents relating to the Offering summarized herein, is incomplete and may not be relied upon by any investor and/or their advisors without a complete reading of all transaction documents and a comprehensive understanding of their contents.

The Offering

Commencing on the date of this Memorandum, we are offering to sell in one or more closings, a maximum of 5,000,000 Shares (up to 6,000,000 Shares if the over-allotment option is fully subscribed) (the "Maximum Offering") at a price of $5.00 per Share on a best efforts basis for an aggregate offering of $25,000,000 ($30,000,000 if the over-allotment option is fully subscribed) (the "Offering"). The Offering is being made on a "best efforts" basis through our officers and directors without the use of any underwriter or placement agent. No fees will be paid to any of our officers or directors in the sale of any shares of our common stock sold pursuant to this Memorandum. The net proceeds of the Offering to the Company are expected to be $25,000,000 ($30,000,000 if the over-allotment option is fully subscribed) if the Maximum Offering is sold.). See "Use of Proceeds".

The Shares offered hereby may be purchased in a minimum subscription amount of $25,000. The Company, in its sole discretion, may sell less than the minimum subscription amount to any subscriber of the Shares offered hereby. The Board of Directors, executive officers, employees of the Company may participate in the Offering.

The Offering will be made pursuant to exemptions from registration provided by Section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder and exemptions available under applicable state securities laws and regulations. The Shares will be offered for sale only to individuals who are accredited investors and who satisfy the requirements set forth under "Investor Suitability Requirements." The Company reserves the right to reject any subscriptions in whole or in part in its sole discretion.

The Shares offered hereby have not been registered under the Securities Act, or any state securities laws. In offering and selling the Shares without registration under the Securities Act, the Company intends that all offers and sales of Shares shall be in compliance with the exemptions from registration provided by Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder. Purchasers of securities offered under Regulation D are required to make the representation that they are acquiring such securities for their own account for investment purposes and not with a view to resale or distribute such securities. Purchasers of Shares will be receiving "restricted securities" as defined in Rule 144 promulgated under the Securities Act. Under federal and state law, the Shares may not be resold or otherwise transferred by purchasers except pursuant to an effective registration statement under the Securities Act and any applicable state securities laws, or upon satisfactory proof of the availability of an exemption from such registration. The Company is under no obligation to register the Shares or to take any action to facilitate resales under any exemption from the registration requirements of the Securities Act (which is not expected to be available), or under any other exemption from the registration requirements of the Securities Act or under any other state securities laws. Because of limitations imposed by certain state securities laws, the Company may be required to register the Shares offered hereby or may be subject to certain other requirements in those states in which offerees who submit subscriptions for the Shares are located. These requirements may result in a delay in or preclude the issuance of the subscribed Shares. The Company therefor reserves the right to register such Shares or to undertake certain other obligations in order to comply with applicable state securities laws or to reject any subscription which could impose burdensome restrictions on the Company.

An investor may be unable to liquidate his, her or its investment in the Shares promptly or on acceptable terms, if at all, and must be able to bear the economic risk of the investment for an indefinite period of time. A legend in the form described below under "Private Placement" will be placed on each certificate representing the Shares sold in the Offering, stating that the Shares may not be transferred without such registration or an exemption therefrom. Any permitted transferee will also be subject to restrictions on transfer.

Subscription Period

The Offering will commence on the date of this Memorandum and (unless extended by the Company at its discretion) will terminate on the earlier of (i) December 31, 2016, or (ii) the Company accepting a number of

subscriptions equal in the aggregate to the maximum amount offered pursuant to this Memorandum. The Company may terminate the Offering at any time.

Subscription funds from investors will initially be placed in an escrow account maintained by our law firm Legal & Compliance, LLC. During the Offering Period, subscriptions are subject to acceptance by the Company from time to time, and subscriptions need not be accepted by the Company in the order they are received. Upon acceptance by the Company of subscriptions from suitable investors, the initial closing and purchase of Shares will occur and the purchasers of such Shares will become shareholders of the Company. Thereafter, subsequent investors in the Shares will become shareholders of the Company at such subsequent closings as may be determined by the Company.

Each subscription will be accepted (subject to the foregoing) or rejected in whole or in part by the Company and, if rejected, all subscription funds will be returned to the investor without deduction and without any interest earned thereon. Upon consummation of the initial closing and any subsequent closings, certificates representing the Shares sold by the Company will be delivered as promptly as practicable to each of the investors whose subscriptions have been accepted.

If a prospective investor does not meet certain suitability requirements set forth in this Memorandum, such subscriptions will be promptly returned to investors without deduction and without any interest earned thereon. If a person subscribes and his, her or its subscription is rejected by the Company, the funds furnished by such person, or the portion thereof represented by a subscription rejected in part, will be promptly returned without deduction and without any interest earned thereon.

Investor Suitability Standards

Sale of our Shares will be made to "accredited" investors only, as that term is defined in Rule 501(a) of Regulation D under the Securities Act. Investment in the Company involves a high degree of financial risk and is suitable only for persons of substantial means who have no need for liquidity in their investment and can afford to lose all or substantially all of their investment. Representations and warranties required of potential investors as to their status as "accredited" and as to suitability are set forth in the Subscription Agreement, a form of which is attached hereto as Exhibit D.

An "accredited investor" must meet one of the following qualifications: (a) an individual who either individually or jointly with his or her spouse has a net worth (i.e., total assets in excess of total liabilities) in excess of $1,000,000 at the time of investing in the Offering; (b) an individual whose individual annual income exceeded $200,000, or whose income with that of his or her spouse exceeded $300,000 in the previous two calendar years and who reasonably expects to reach the same income level in the current year; (c) certain institutional investors, including a bank or savings and loan association acting in its individual or fiduciary capacity, a broker-dealer, an insurance company, an investment company, a business development company, or a small business investment company, or an employee benefit plan if the plan's investment decision is made by a fiduciary which is a bank, savings and loan association, insurance company or registered investment advisor or if the plan has total assets in excess of $5,000,000 or, if a self-directed plan, its investment decisions are made solely by accredited investors; (d) a private business development company; (e) an organization under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or a corporation or Massachusetts or similar business trust or partnership not formed for the specific purpose of acquiring the Shares with total assets in excess of $5,000,000; (f) a trust with assets in excess of $5,000,000 not formed for the purpose of acquiring the Shares whose purchase is directed by a sophisticated investor; (g) an entity in which all equity owners are accredited investors; or (h) a director or executive officer of the Company.

Rule 506 Disclosure: Rule 506(d) of Regulation D promulgated under the Securities Act of 1933, as amended, prohibits an issuer from claiming an exemption from registration of its securities under such rule if the issuer, any of its predecessors, any affiliated issuer, any director, executive officer, other officer participating in the offering of the securities, general partner or managing member of the issuer, any beneficial owner of 20% or more of the voting power of the issuer's outstanding voting equity securities, any promoter connected with the issuer in any capacity as of the date hereof, any investment manager of the issuer, any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with such sale of the issuer's securities, any general partner or managing member of any such investment manager or solicitor, or any director, executive officer or other officer participating in the offering of any such investment manager or solicitor or general partner or managing member of such investment manager or solicitor has been subject to certain "Disqualifying Events" described in Rule 506(d)(1) of Regulation D subsequent to

September 23, 2013, subject to certain limited exceptions. The Company is required to exercise reasonable care in conducting an inquiry to determine whether any such persons have been subject to such Disqualifying Events and is required, pursuant to Rule 506(e) of Regulation D, to disclose any Disqualifying Events that occurred prior to September 23, 2013 to investors in the Company. The Company believes that it has exercised reasonable care in conducting an inquiry into Disqualifying Events by the foregoing persons and is not aware of any events which require disclosure under Rule 506(d) of Regulation D.

It is possible that (a) Disqualifying Events may exist of which the Company is not aware and (b) the SEC, a court or other finder of fact may determine that the steps that the Company has taken to conduct its inquiry were inadequate and did not constitute reasonable care. If such a finding were made, the Company may lose its ability rely upon Rule 506 of Regulation D promulgated under the Securities Act for the placement of the Shares and, depending on the circumstances, may be required to register the offering of the Shares with the SEC and under applicable state securities laws or to conduct a rescission offer with respect to the securities sold in the Offering.

Private Placement

The Shares offered hereby are being offered and sold without the benefit of registration under the Securities Act or registration or qualification under any state securities laws. The Offering constitutes a private placement and is being effected in reliance upon one or more of the exemptions provided by Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder and in reliance upon similar, exemptive provisions contained in state securities statutes and regulations. Accordingly, prospective investors will be required (a) to represent in writing that, among other things, they are purchasing the Shares for investment purposes, for their own account and not with a view to, or for sale in connection with, the distribution thereof and (b) to agree in writing that the Shares purchased by them will not be offered, sold, transferred, pledged, hypothecated or otherwise disposed of unless (i) a registration statement with respect to such securities has been filed with the Securities and Exchange Commission and has been declared effective, or (ii) an exemption from registration is available and the Company has received an opinion of counsel satisfactory to the Company, in form and substance satisfactory to the Company, to the effect that the proposed offer, sale, transfer, pledge, hypothecation or other disposition is not required to be registered under the Securities Act. In addition to legends required by law, all Shares shall bear a legend in the following form:

> **THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF OR PLEDGED OR HYPOTHECATED UNLESS REGISTERED UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND ANY SUCH LAWS IS AVAILABLE (AND, IN SUCH CASE, AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY, SHALL HAVE BEEN DELIVERED TO THE COMPANY TO THE EFFECT THAT THE OFFER, SALE, TRANSFER, DISPOSITION, PLEDGE, OR HYPOTHECATION THEREOF IS EXEMPT FROM REGISTRATION UNDER THE ACT AND ANY SUCH LAWS.) THE TRANSFER OF THE SHARES ARE ALSO SUBJECT TO RESTRICTIONS ON TRANSFER SET FORTH IN AN AGREEMENT AMONG THE SHAREHOLDERS AND THE COMPANY.**

Determination of Offering Price of Shares

The Offering price of the Shares have been arbitrarily determined by the Company and do not bear any relationship to the Company's assets, book value, net worth, earnings, results of operations or other established valuation criteria. The factors the Company considered were:

- its limited operating history;
- the proceeds to be raised by the Offering;
- the Company's expected capital structure;
- management's financial forecasts;
- its relative cash requirements; and
- the price that it believes a purchaser is willing to pay for the Shares.

USE OF PROCEEDS

The net proceeds of the Offering to the Company if the Maximum Offering amount is subscribed for are expected to be $25,000,000 ($30,000,000 if the over-allotment is fully subscribed). Life Extension Age Reversal Project, LLC, ("Life Extension") a principal shareholder of our company has agreed to fund up to $250,000 in organizational expenses and the legal expenses related to this Offering. In addition, Life Extension has agreed to lend us additional funds we may need for our initial operations until we have received sufficient funds from this Offering. The amount Life Extension may lend us is not fixed and will be determined by Life Extension in its reasonable discretion.

Such net funds will be used by the Company as follows: (i) to acquire and or develop age-reversing therapeutic technologies and (ii) for general working capital needs. The general working capital needs, include the payment of compensation to Company personnel, the payment of compensation for additional personnel according to a hiring plan developed by the Company management, accrued payables outstanding to suppliers and vendors, business development expenses, facilities expenses and other general expenses, as well as working capital to pay for due diligence expenses incurred in connection with the evaluation of potential age-reversing therapeutic technologies we seek to acquire. We are unable to predict the length of time that the proceeds of this offering will because there is no minimum offering amount.

Pending such use, we will invest the remaining net proceeds of this offering primarily in cash, cash equivalents, U.S. Government securities and other high-quality debt investments that mature in one year or less from the date of investment.

The Company's Board of Directors will have complete discretion regarding the application of these funds and there can be no assurance that business developments and opportunities will not require the Company to utilize the proceeds in a manner different than presently anticipated or that the management and Board of Directors of the Company will not determine for other reasons to utilize the proceeds in a different manner.

CAPITALIZATION

The following table sets forth the current and pro forma ownership of our Shares assuming the Maximum Offering of 5,000,000 Shares is completed. Except as noted below there are currently no derivative securities related to the Shares such as incentive options, appreciation rights or warrants:

	Current Capitalization		Maximum Offering	
Holder	Shares Owned[1]	% Owned	Shares Outstanding[2]	% Owned
Life Extension Age Reversal Project, LLC	6,500,000	65.0%	6,500,000	40.6%
LifeSpanXL, LLC	2,500,000	25.0%	2,500,000	15.6%
Reserved for future issuance for compensation	1,000,000	10.%	1,000,000	6.3%
Investors	-	-	6,000,000	37.5%
Total	10,000,000	100.0%	16,000,000	100.0%

(1) Based on 10,000,000 shares outstanding as if the shares reserved for future issuance for compensation has been issued.

(2) Assumes 1,000,000 share over-allotment is fully subscribed.

DESCRIPTION OF SECURITIES AND SHAREHOLDERS' AGREEMENT

The following is a description of our capital stock and the material provisions of our Articles of Incorporation and bylaws. The following is only a summary and is qualified by applicable law and by the provisions of our Articles of Incorporation, bylaws and shareholders' agreement, copies of which are included as Exhibits A, B and C, respectively, to this Memorandum.

General

Our authorized capital stock consists of 300,000,000 shares of common stock, par value $0.001 per share, and 10,000,000 shares of blank check preferred stock. As of the date of this memorandum, there were 9,000,000 shares of our common stock and zero shares of our preferred stock issued and outstanding. 1,000,000 shares of our common stock have been reserved for future awards pursuant to the terms of an equity incentive plan to be adopted by our board of directors. Each such outstanding share of our common stock will be validly issued, fully paid and non-assessable.

A description of the material terms and provisions of our articles of incorporation and bylaws affecting the rights of holders of our common stock is set forth below. The description is intended as a summary only.

Common Stock

Voting. The holders of our common stock are entitled to one vote for each outstanding share of common stock owned by that stockholder on every matter properly submitted to the stockholders for their vote. Stockholders are not entitled to vote cumulatively for the election of directors.

Dividend Rights. Subject to the dividend rights of the holders of any outstanding series of preferred stock, holders of our common stock are entitled to receive ratably such dividends and other distributions of cash or any other right or property as may be declared by our Board of Directors out of our assets or funds legally available for such dividends or distributions.

Liquidation Rights. In the event of any voluntary or involuntary liquidation, dissolution or winding up of our affairs, holders of our common stock would be entitled to share ratably in our assets that are legally available for distribution to stockholders after payment of liabilities. If we have any preferred stock outstanding at such time, holders of the preferred stock may be entitled to distribution and/or liquidation preferences. In either such case, we must pay the applicable distribution to the holders of our preferred stock before we may pay distributions to the holders of our common stock.

Conversion, Redemption and Preemptive Rights. Holders of our common stock have no conversion, redemption, preemptive, subscription or similar rights.

Preferred Stock

We are authorized, subject to limitations prescribed by Florida law, to issue up to an aggregate of 10,000,000 shares of blank check preferred stock in one or more series, to establish from time to time the number of shares to be included in each series and to fix the designation, powers, preferences and rights of the shares of each series and any of its qualifications, limitations or restrictions by our Board of Directors. Our Board of Directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of the common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change in control of our company and the voting and other rights of the holders of our common stock. We have no current plan to issue any shares of preferred stock.

Limitations on Directors' Liability; Indemnification of Directors and Officers

Our articles of incorporation and bylaws contain provisions indemnifying our directors and officers to the fullest extent permitted by law. In addition, as permitted by Florida law, our articles of incorporation provide that no director will be liable to us or our stockholders for monetary damages for breach of certain fiduciary duties as a director. The

effect of this provision is to restrict our rights and the rights of our stockholders in derivative suits to recover monetary damages against a director for breach of certain fiduciary duties as a director, except that a director will be personally liable for:

- any breach of his or her duty of loyalty to us or our stockholders;
- acts or omissions not in good faith which involve intentional misconduct or a knowing violation of law;
- the payment of dividends or the redemption or purchase of stock in violation of Florida law; or
- any transaction from which the director derived an improper personal benefit.

This provision does not affect a director's liability under the federal securities laws.

Article 6 of our corporate bylaws provides that we shall indemnify our directors, officers, employees and agents. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling our company pursuant to the foregoing provisions, we understand that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act of 1933 and is therefore unenforceable.

At present, we plan to maintain directors' and officers' liability insurance in order to limit the exposure to liability for indemnification of directors and officers.

Provisions of Our Articles of Incorporation and Bylaws and Florida Law that May Have an Anti-Takeover Effect

Certain provisions set forth in our articles of incorporation, in our bylaws and in Florida law, which are summarized below, may be deemed to have an anti-takeover effect and may delay, deter or prevent a tender offer or takeover attempt that a stockholder might consider to be in its best interests, including attempts that might result in a premium being paid over the market price for the shares held by stockholders.

Our articles of incorporation contains provisions that permit us to issue, without any further vote or action by the stockholders, up to 10,000,000 shares of preferred stock in one or more series and, with respect to each such series, to fix the number of shares constituting the series and the designation of the series, the voting powers (if any) of the shares of the series, and the preferences and relative, participating, optional and other special rights, if any, and any qualifications, limitations or restrictions, of the shares of such series.

Potential for Anti-Takeover Effects

While certain provisions of our articles of incorporation, bylaws and Florida law may have an anti-takeover effect, these provisions are intended to enhance the likelihood of continuity and stability in the composition of our Board of Directors and in the policies formulated by the board, and to discourage certain types of transactions that may involve an actual or threatened change of control. In that regard, these provisions are designed to reduce our vulnerability to an unsolicited acquisition proposal. The provisions also are intended to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for our shares. Such provisions also may have the effect of preventing changes in our management.

Summary of Key Terms of the Shareholders' Agreement

We entered into a shareholders' agreement with our two shareholders, LifeSpanXL and LEARP (collectively referred to as the "founding shareholders") which provides for, among other things, certain restrictions and rights related to the transfer of their shares and provides them with rights to appoint directors of our company.

The founding shareholders are prohibited from transferring their shares of our common stock, whether voluntarily or involuntarily, without the prior written consent of the other except for certain transfers upon the death of a founding shareholder or an affiliate of a founding shareholder. In the event LifeSpanXL and LEARP receives an offer to purchase all or any portion of their respective shares, they must first offer their shares to the other shareholder on the same terms as the offer they received. If the other shareholder does not elect to purchase the shares, we have the right to purchase them

on the same terms as the offer they received. In addition, if a founding shareholder proposes to transfer any of their shares to a third party, the other founding shareholder shall be permitted to participate in such sale on the terms provided for in the shareholders' agreement, subject to certain exclusions and notice requirements.

If a founding shareholder's employment with our company is terminated for cause, we have the right to purchase a founding shareholders' shares at the book value per share which is defined as the net worth of our company divided by the total number of shares issued and outstanding. If a founding shareholder's shares are subject to attachment or levy, an assignment for the benefit of creditors, commencement of bankruptcy or similar proceedings, encumbrance, claim or lien upon such shares, or attempted transfer of the shares in violation of the shareholders' agreement, then we have the right to purchase a founding shareholders' shares at their fair market value as determined by a qualified appraiser agreed on by the founding shareholders and our company. If no appraiser is agreed on, then the parties will each hire an appraiser and if the appraisals are different by more than 10%, then a third appraiser will be selected.

Neither of the founding shareholders, nor any other shareholder of our company, has any preemptive rights.

So long as LifeSpanXL or its permitted transferees own, collectively, at least 50% of the shares it acquired upon formation of our company, LEARP shall cause its shares to be voted so that two directors designated by LifeSpanXL are appointed to our board of directors, who initially shall be Patricia Riley and James Riley. In the event the number of directors is less than five, LifeSpanXL will only be permitted to appoint one director. Notwithstanding the foregoing, however, LEARP's obligation to vote any of its shares for the election of the directors designated by LifeSpanXL is conditioned upon such director having certified that no disqualifying event described in Rule 506(d) (1)(i)-(viii) of the Securities Act of 1933, as amended, is applicable to such director, and our verification of such certification.

The shareholders' agreement will terminate if any of the following events occur: either LifeSpanXL, LEARP or their permitted transferees no longer own at least 50% of the shares of our common stock they acquired upon formation of our company, the entry of an order for relief under the Federal Bankruptcy Code with respect to our company, or a receivership or dissolution of our company, the voluntary agreement of all parties to the shareholders' agreement, the consummation of a public offering of our equity securities or Ms. Riley's resignation as our CEO without good reason as defined in her employment agreement.

FEDERAL INCOME TAX CONSEQUENCES

We are treated as a "C" corporation for tax purposes, and as such will pay taxes on our income in a manner in which corporations are generally taxed. We do not pass any tax credits or tax benefits through to our shareholders.

ERISA Considerations

The Employee Retirement Income Security Act of 1974, or ERISA, contains strict fiduciary responsibility rules governing the actions of "fiduciaries" of employee benefit plans. It is anticipated that some investors will be corporate pension or profit-sharing plans and IRAs or other employee benefit plans that are subject to ERISA. In any such case, the person making the investment decision concerning the purchase of Shares will be a "fiduciary" of such plan and will be required to conform to ERISA's fiduciary responsibility rules. Persons making investment decisions for employee benefit plans (i.e., "fiduciaries") must discharge their duties with the care, skill and prudence that a prudent person familiar with such matters would exercise in like circumstances.

In evaluating whether the purchase of Shares is a "prudent" investment under this rule, fiduciaries should consider all of the risk factors set forth above. Fiduciaries should also carefully consider the possibility and consequences of unrelated business taxable income, as well as the percentage of plan assets that will be invested in us insofar as the diversification requirements of ERISA are concerned. An investment in us is relatively illiquid, and fiduciaries must not rely on an ability to convert an investment in us into cash in order to meet liabilities to plan participants who may be entitled to distributions.

DUE TO THE COMPLEX NATURE OF ERISA, EACH PROSPECTIVE INVESTOR IS URGED TO CONSULT HIS OWN TAX ADVISOR OR PENSION CONSULTANT TO DETERMINE THE APPLICATION OF ERISA TO HIS OR HER PROSPECTIVE INVESTMENT.

In order to avoid application of the U.S. Department of Labor's plan asset regulations, we will limit subscriptions for Shares from ERISA plan investors such that, immediately after each sale of Shares, ERISA plan investors will hold less than 25% of the total outstanding Shares in our company.

Fiduciaries of plans subject to ERISA are required to determine annually the fair market value of the assets of such plans as of the close of any such plan's fiscal year. Although we will provide annually upon the written request of an investor an estimate of the value of the Shares based upon, among other things, outstanding value of our investment in real estate and other assets, it may not be possible to value the Shares adequately from year to year, because there will be no market for them.

STATEMENT AS TO INDEMNIFICATION

Our Operating Agreement provides for indemnification of directors and officers under certain circumstances, which could include liabilities relating to securities laws. The SEC mandates the following disclosure of its position on indemnification for liabilities under the federal securities laws:

> "Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers or persons controlling an issuer, the Company has been informed that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is therefore unenforceable.

Exhibit A

ARTICLES OF INCORPORATION
OF
AGE REVERSAL THERAPEUTICS, INC.

ARTICLE I
INCORPORATOR

The name of the incorporator is Lazarus Rothstein, Esq. and his address is 330 Clematis Street, Suite 217, West Palm Beach, Florida 33141.

ARTICLE II
NAME

The name of the corporation is AGE REVERSAL THERAPEUTICS, INC. (the "Corporation").

ARTICLE III
PURPOSE

The purpose for which the Corporation is formed is to engage in any lawful act or activity for which corporations may be organized under the general laws of the State of Florida as now or hereafter in force.

ARTICLE IV
RESIDENT AGENT AND PRINCIPAL OFFICE

The name of the resident agent of the Corporation in Florida is Corporate Creations Network Inc. whose address is 11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410, Palm Beach County. The mailing address and the street address of the Corporation in the State of Florida is 401 E Las Olas Blvd, Suite 1400, Ft. Lauderdale, Florida 33301.

ARTICLE V
PROVISIONS FOR DEFINING, LIMITING AND REGULATING CERTAIN POWERS OF THE CORPORATION AND OF THE SHAREHOLDERS AND DIRECTORS

Section 5.1. *Numbers*. The business and affairs of the Corporation shall be managed under the direction of the Board of Directors. The manner of election and qualifications shall be provided in the Bylaws of the Corporation. The number of Directors of the Corporation initially shall be five (5), which number may be increased or decreased only by the Board of Directors pursuant to the Bylaws (as defined below), but shall never be less than the minimum number required by the Florida Business Corporation Act (the "FBCA"). The name and address of the initial directors who shall serve until the first annual meeting of shareholders and until their respective successors are duly elected and qualified are:

William J. Faloon
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33309

Patricia Riley
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33309

Maximus V. Peto
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33309

Benjamin Best
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33309

James Riley
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33309

The initial officers of the Corporation and their addresses are:

Patricia Riley – Chief Executive Officer and President
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33309

Maximus V. Peto – Chief Financial Officer, Treasurer and Secretary
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33309

Douglas F. Gass – Chief Operating Officer and Vice President and Assistant Secretary
401 E Las Olas Blvd, Suite 1400
Ft Lauderdale, Florida 33309

Section 5.2. *Authorization by Board of Stock Issuance*. The Board of Directors may authorize the issuance from time to time of shares of stock of the Corporation of any class or series, whether now or hereafter authorized, or securities or rights convertible into shares of its stock of any class or series, whether now or hereafter authorized, for such consideration as the Board of Directors may deem advisable (or without consideration in the case of a stock split or stock dividend), subject to such restrictions or limitations, if any, as may be set forth in the Bylaws.

Section 5.3. *Preemptive Rights*. Except as may be provided by the Board of Directors in setting the terms of classified or reclassified shares of stock pursuant to Section 6.4 or as may otherwise be provided by contract, no holder of shares of stock of the Corporation shall, as such holder, have any preemptive right to purchase or subscribe for any additional shares of stock of the Corporation or any other security of the Corporation which it may issue or sell.

Section 5.4. *Appraisal Rights*. No holder of any preferred stock of the Corporation shall be entitled to any appraisal rights unless the Board of Directors, upon the affirmative vote of a majority of the entire Board of Directors, shall determine that such rights apply, with respect to all or any classes or series of preferred stock, or any proportion of the shares thereof, to a particular transaction or all transactions occurring after the date of such determination.

Section 5.5. *Bylaws*. The Board of Directors shall adopt the initial bylaws of the Corporation (the "Bylaws") as soon as reasonably practicable following the date hereof.

ARTICLE VI
STOCK

Section 6.1. *Authorized Shares*. The Corporation has authority to issue 310,000,000 shares of stock initially consisting of (i) 300,000,000 shares of common stock, $0.001 par value per share ("Common Stock") and 10,000,000 shares of preferred stock, $0.001 par value per share ("Preferred Stock").

Section 6.2. *Common Stock*. Each share of Common Stock shall entitle the holder thereof to one vote. The Board of Directors may reclassify any unissued shares of Common Stock from time to time in one or more classes or series of stock.

Section 6.3. *Preferred Stock*. The Board of Directors may issue any authorized but unissued shares of Preferred Stock from time to time, in one or more series of Preferred Stock, which shall have the voting and other rights as determined by the Board of Directors as set forth herein.

Section 6.4. *Terms of Class or Series*. The Board of Directors may determine, in whole or part, the preferences, limitations, and relative rights (within the limits set forth in Section 607.0601 of the FBCA) of any

class of shares before the issuance of any shares of that class, or of one or more series within a class before the issuance of any shares of that series, upon compliance with the requirements of such Section of the FBCA.

Section 6.5. *Inspection of Books and Records*. A shareholder that is otherwise eligible under applicable law to inspect the Corporation's books of account, stock ledger, or other specified documents of the Corporation shall have no right to make such inspection if the Board of Directors determines that such stockholder has an improper purpose for requesting such inspection.

Section 6.6. *Articles and Bylaws*. All persons who acquire shares in the Corporation shall acquire such stock subject to the provisions of these Articles and the Bylaws. The Board of Directors of the Corporation shall have the exclusive power, at any time, to make, alter, amend or repeal the Bylaws in accordance with its terms.

ARTICLE VII
LIMITATION OF LIABILITY; INDEMNIFICATION AND ADVANCE OF EXPENSES

Section 7.1. *Limitation of Liability*. To the maximum extent that Florida law in effect from time to time permits limitation of the liability of directors and officers of a corporation, no present or former director or officer of the Corporation shall be liable to the Corporation or its stockholders for money damages.

Section 7.2. *Indemnification and Advance of Expenses*. The Corporation shall have the power, to the maximum extent permitted by Florida law in effect from time to time, to obligate itself to indemnify, and to pay or reimburse reasonable expenses in advance of final disposition of a proceeding to, (a) any individual who is a present or former director or officer of the Corporation or (b) any individual who, while a director or officer of the Corporation and at the request of the Corporation, serves or has served as a director, officer, partner or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or any other enterprise from and against any claim or liability to which such person may become subject or which such person may incur by reason of his status as a present or former director or officer of the Corporation. The Corporation shall have the power, with the approval of the Board of Directors, to provide such indemnification and advancement of expenses to a person who served a predecessor of the Corporation in any of the capacities described in (a) or (b) above and to any employee or agent of the Corporation or a predecessor of the Corporation.

Section 7.3. *Amendment or Repeal*. Neither the amendment nor repeal of this Article VII, nor the adoption or amendment of any other provision of the Articles or Bylaws inconsistent with this Article VII, shall apply to or affect in any respect the applicability of the preceding sections of this Article VII with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.

SIGNATURES

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in Section 817.155, Florida Statutes.

Lazarus Rothstein, Incorporator	Date

ACKNOWLEDGMENT OF APPOINTMENT OF REGISTERED AGENT

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Registered Agent:

Corporate Creations Network Inc.

By: _____ _____
Date

Name: _____

Title: _____

Exhibit B

BYLAWS

of

AGE REVERSAL THERAPEUTICS, INC.

(a Florida corporation)

_____

ARTICLE 1
DEFINITIONS

As used in these Bylaws, unless the context otherwise requires, the term:

1.1 "Articles of Incorporation" means the Articles of Incorporation of the Corporation, as amended and/or restated from time to time.

1.2 "Assistant Secretary" means an Assistant Secretary of the Corporation.

1.3 "Assistant Treasurer" means an Assistant Treasurer of the Corporation.

1.4 "Board" means the Board of Directors of the Corporation.

1.5 "Bylaws" means the Bylaws of the Corporation, as amended and/or restated from time to time.

1.6 "Chairman" means the Chairman of the Board of Directors of the Corporation.

1.7 "Corporation" means Aging Cure, Inc., a Florida corporation.

1.8 "Directors" means the directors of the Corporation.

1.9 "law" means any U.S. or non-U.S., federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a governmental authority (including any department, court, agency or official, or non-governmental self-regulatory organization, agency or authority and any political subdivision or instrumentality thereof).

1.10 "President" means the President of the Corporation.

1.11 "Secretary" means the Secretary of the Corporation.

1.12 "Shareholders" means the shareholders of the Corporation.

1.13 "Treasurer" means the Treasurer of the Corporation.

1.14 "Vice President" means a Vice President of the Corporation.

ARTICLE 2
SHAREHOLDERS

2.1 Place of Meetings. Meetings of Shareholders may be held at such place or solely by means of remote communication or otherwise, as may be designated by the Board from time to time.

2.2 Annual Meeting. A meeting of Shareholders for the election of Directors and other business shall be held annually at such date and time as may be designated by the Board from time to time.

2.3 Special Meetings. Special meetings of Shareholders may be called at any time by the Board and may not be called by any other person or persons. Business transacted at any special meeting of Shareholders shall be limited to the purposes stated in the notice.

2.4 Record Date. (A) For the purpose of determining the Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, unless otherwise required by the Articles of Incorporation or applicable law, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than 60 or less than ten days before the date of such meeting. For the purposes of determining the Shareholders entitled to express consent to corporate action in writing

without a meeting, unless otherwise required by the Articles of Incorporation or applicable law, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than ten days after the date on which the record date was fixed by the Board. For the purposes of determining the Shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights, exercise any rights in respect of any change, conversion or exchange of stock or take any other lawful action, unless otherwise required by the Articles of Incorporation or applicable law, the Board may fix a record date, which record date shall not precede the date on which the resolution fixing the record date was adopted by the Board and shall not be more than 60 days prior to such action.

(B) If no such record date is fixed:

The record date for determining Shareholders entitled to notice of or to vote at a meeting of Shareholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held;

The record date for determining Shareholders entitled to express consent to corporate action in writing without a meeting (unless otherwise provided in the Articles of Incorporation), when no prior action by the Board is required by applicable law, shall be the first day on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law; and when prior action by the Board is required by applicable law, the record date for determining Shareholders entitled to express consent to corporate action in writing without a meeting shall be at the close of business on the date on which the Board takes such prior action; and

When a determination of Shareholders of record entitled to notice of or to vote at any meeting of Shareholders has been made as provided in this Section 2.4, such determination shall apply to any adjournment thereof unless the Board fixes a new record date for the adjourned meeting.

2.5 Notice of Meetings of Shareholders. Whenever under the provisions of applicable law, the Articles of Incorporation or these Bylaws, Shareholders are required or permitted to take any action at a meeting, notice shall be given stating the place, if any, date and hour of the meeting, the means of remote communication, if any, by which Shareholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purposes for which the meeting is called. Unless otherwise provided by these Bylaws or applicable law, notice of any meeting shall be given, not less than ten nor more than 60 days before the date of the meeting, to each Stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the U.S. mail, with postage prepaid, directed to the Stockholder at such Stockholder's address as it appears on the records of the Corporation. An affidavit of the Secretary, an Assistant Secretary or the transfer agent of the Corporation that the notice required by this Section 2.5 has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. If a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. Any business that might have been transacted at the meeting as originally called may be transacted at the adjourned meeting. If, however, the adjournment is for more than 30 days or, if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Stockholder of record entitled to vote at the meeting.

2.6 Waivers of Notice. Whenever the giving of any notice to Shareholders is required by applicable law, the Articles of Incorporation or these Bylaws, a waiver thereof, given by the person entitled to said notice, whether before or after the event as to which such notice is required, shall be deemed equivalent to notice. Attendance by a Stockholder at a meeting shall constitute a waiver of notice of such meeting except when the Stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purposes of, any regular or special meeting of the Shareholders need be specified in any waiver of notice.

2.7 List of Shareholders. The Secretary shall prepare and make, at least ten days before every meeting of Shareholders, a complete, alphabetical list of the Shareholders entitled to vote at the meeting, and showing the address of each Stockholder and the number of shares registered in the name of each Stockholder. Such list may be examined by any Stockholder, at the Stockholder's expense, for any purpose germane to the meeting, for a period of at

least ten days prior to the meeting, during ordinary business hours at the principal place of business of the Corporation or on a reasonably accessible electronic network as provided by applicable law. If the meeting is to be held at a place, the list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any Stockholder who is present. If the meeting is held solely by means of remote communication, the list shall also be open for inspection as provided by applicable law. Except as provided by applicable law, the stock ledger shall be the only evidence as to who are the Shareholders entitled to examine the list of Shareholders or to vote in person or by proxy at any meeting of Shareholders.

2.8 Quorum of Shareholders; Adjournment. Except as otherwise provided by these Bylaws, at each meeting of Shareholders, the presence in person or by proxy of the holders of one-third of the voting power of all issued and outstanding shares of stock entitled to vote at the meeting of Shareholders, shall constitute a quorum for the transaction of any business at such meeting. In the absence of a quorum, the holders of a majority in voting power of the shares of stock present in person or represented by proxy at any meeting of Shareholders, including an adjourned meeting, whether or not a quorum is present, may adjourn such meeting to another time and place. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of Directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

2.9 Voting; Proxies. At any meeting of Shareholders, all matters other than the election of directors, except as otherwise provided by the Articles of Incorporation, these Bylaws or any applicable law, shall be decided by the affirmative vote of a majority in voting power of shares of stock present in person or represented by proxy having the right to vote and entitled to vote thereon. At all meetings of Shareholders for the election of Directors, a plurality of such votes cast shall be sufficient to elect. Each Stockholder entitled to vote at a meeting of Shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such Stockholder by proxy but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power. A Stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary a revocation of the proxy or by delivering a new proxy bearing a later date.

2.10 Voting Procedures and Inspectors at Meetings of Shareholders. The Board, in advance of any meeting of Shareholders, may appoint one or more inspectors, who may be employees of the Corporation, to act at the meeting and make a written report thereof. The Board may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting, the person presiding at the meeting may appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall (A) ascertain the number of shares outstanding and the voting power of each, (B) determine the shares represented at the meeting and the validity of proxies and ballots, (C) count all votes and ballots, (D) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (E) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties. Unless otherwise provided by the Board, the date and time of the opening and the closing of the polls for each matter upon which the Shareholders will vote at a meeting shall be determined by the person presiding at the meeting and shall be announced at the meeting. No ballot, proxies, votes or any revocation thereof or change thereto, shall be accepted by the inspectors after the closing of the polls unless a duly authorized court in the State of Florida upon application by a Stockholder shall determine otherwise. In determining the validity and counting of proxies and ballots cast at any meeting of Shareholders, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for office at an election may serve as an inspector at such election.

2.11 Conduct of Meetings; Adjournment. The Board may adopt such rules and procedures for the conduct of Stockholder meetings as it deems appropriate. At each meeting of Shareholders, the President or, in the absence of the President, the Chairman or, if there is no Chairman or if there be one and the Chairman is absent, a Vice President and, in case more than one Vice President shall be present, that Vice President designated by the Board (or in the absence of any such designation, the most senior Vice President present), shall preside over the meeting. Except to the

extent inconsistent with the rules and procedures as adopted by the Board, the person presiding over the meeting of Shareholders shall have the right and authority to convene, adjourn and reconvene the meeting from time to time, to prescribe such additional rules and procedures and to do all such acts as, in the judgment of such person, are appropriate for the proper conduct of the meeting. Such rules and procedures, whether adopted by the Board or prescribed by the person presiding over the meeting, may include, (A) the establishment of an agenda or order of business for the meeting, (B) rules and procedures for maintaining order at the meeting and the safety of those present, (C) limitations on attendance at or participation in the meeting to Shareholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the person presiding over the meeting shall determine, (D) restrictions on entry to the meeting after the time fixed for the commencement thereof and (E) limitations on the time allotted to questions or comments by participants. The person presiding over any meeting of Shareholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, may determine and declare to the meeting that a matter or business was not properly brought before the meeting and if such presiding person should so determine, he or she shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the person presiding over the meeting, meetings of Shareholders shall not be required to be held in accordance with the rules of parliamentary procedure. The Secretary or, in his or her absence, one of the Assistant Secretaries, shall act as secretary of the meeting. If none of the officers above designated to act as the person presiding over the meeting or as secretary of the meeting shall be present, a person presiding over the meeting or a secretary of the meeting, as the case may be, shall be designated by the Board and, if the Board has not so acted, in the case of the designation of a person to act as secretary of the meeting, designated by the person presiding over the meeting.

2.12 Order of Business. The order of business at all meetings of Shareholders shall be as determined by the person presiding over the meeting.

2.13 Written Consent of Shareholders Without a Meeting. Any action to be taken at any annual or special meeting of Shareholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action to be so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered (by hand or by certified or registered mail, return receipt requested) to the Corporation by delivery to its registered office in the State of Florida, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of Shareholders are recorded. Every written consent shall bear the date of signature of each Stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this Section 2.13, written consents signed by a sufficient number of holders to take action are delivered to the Corporation as aforesaid. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall, to the extent required by applicable law, be given to those Shareholders who have not consented in writing, and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation.

ARTICLE 3
DIRECTORS

3.1 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board. The Board may adopt such rules and procedures, not inconsistent with the Articles of Incorporation, these Bylaws or applicable law, as it may deem proper for the conduct of its meetings and the management of the Corporation.

3.2 Number; Term of Office; Classes. The Board shall consist of one or more members, the number thereof to be determined from time to time by the Board. At all meetings of Shareholders for the election of Directors, a plurality of the votes cast at the meeting shall be sufficient to elect the Directors. Each Director shall hold office until a successor is duly elected and qualified or until the Director's earlier death, resignation, disqualification or removal. If the Board consists of at least three members, the directors shall be classified, with respect to the terms for which they severally hold office, into three classes, as nearly equal in number as possible as determined by the Board of Directors, one class to hold office initially for a term expiring at the next succeeding annual meeting of Shareholders, another class to hold office initially for a term expiring at the second succeeding annual meeting of Shareholders and another class to

hold office initially for a term expiring at the third succeeding annual meeting of Shareholders, with the members of each class to hold office until their successors are duly elected and qualified. At each annual meeting of the Shareholders, the successors to the class of directors whose term expires at such meeting shall be elected to hold office for a term expiring at the annual meeting of Shareholders held in the third year following the year of their election and until their successors are duly elected and qualified.

3.3 Newly Created Directorships and Vacancies. Except as may be provided by the rights and designations of any class or series of Preferred Stock of the Corporation, any newly created directorships resulting from an increase in the authorized number of Directors and any vacancies occurring in the Board, may be filled by the affirmative votes of a majority of the remaining members of the Board, although less than a quorum. A Director so elected shall be elected to hold office until the earlier of the expiration of the term of office of the Director whom he or she has replaced, a successor is elected and qualified or the Director's death, resignation or removal.

3.4 Resignation. Any Director may resign at any time by notice given in writing or by electronic transmission to the Corporation. Such resignation shall take effect at the date of receipt of such notice or at such later time as is therein specified.

3.5 Regular Meetings. Regular meetings of the Board may be held without notice at such times and at such places as may be determined from time to time by the Board or its Chairman.

3.6 Special Meetings. Special meetings of the Board may be held at such times and at such places as may be determined by the Chairman or the President on at least 24 hours' notice to each Director given by one of the means specified in Section 3.9 hereof other than by mail or on at least three days' notice if given by mail. Special meetings shall be called by the Chairman, President or Secretary in like manner and on like notice on the written request of any two or more Directors.

3.7 Telephone Meetings. Board or Board committee meetings may be held by means of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation by a Director in a meeting pursuant to this Section 3.7 shall constitute presence in person at such meeting.

3.8 Adjourned Meetings. A majority of the Directors present at any meeting of the Board, including an adjourned meeting, whether or not a quorum is present, may adjourn and reconvene such meeting to another time and place. At least 24 hours' notice of any adjourned meeting of the Board shall be given to each Director whether or not present at the time of the adjournment, if such notice shall be given by one of the means specified in Section 3.9 hereof other than by mail, or at least three days' notice if by mail. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

3.9 Notice Procedure. Subject to Sections 3.6 and 3.10 hereof, whenever notice is required to be given to any Director by applicable law, the Articles of Incorporation or these Bylaws, such notice shall be deemed given effectively if given in person or by telephone, mail addressed to such Director at such Director's address as it appears on the records of the Corporation, telecopy, email or by other means of electronic transmission.

3.10 Waiver of Notice. Whenever the giving of any notice to Directors is required by applicable law, the Articles of Incorporation or these Bylaws, a waiver thereof, given by the Director entitled to the notice, whether before or after such notice is required, shall be deemed equivalent to notice. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting except when the Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special Board or committee meeting need be specified in any waiver of notice.

3.11 Organization. At each meeting of the Board, the Chairman or, in his or her absence, another Director selected by the Board shall preside. The Secretary shall act as secretary at each meeting of the Board. If the Secretary is absent from any meeting of the Board, an Assistant Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all Assistant Secretaries, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

3.12 Quorum of Directors. The presence of a majority of the Board shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board.

3.13 Action by Majority Vote. Except as otherwise expressly required by these Bylaws or the Articles of Incorporation, the vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board.

3.14 Action Without Meeting. Unless otherwise restricted by these Bylaws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all Directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board or committee.

ARTICLE 4
COMMITTEES OF THE BOARD

The Board may designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. If a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present at the meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may, by a unanimous vote, appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by applicable law, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require it to the extent so authorized by the Board. Unless the Board provides otherwise, at all meetings of such committee, a majority of the then authorized members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board provides otherwise, each committee designated by the Board may make, alter and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article 3.

ARTICLE 5
OFFICERS

5.1 Positions; Election. The officers of the Corporation shall be a President, a Secretary, a Treasurer and any other officers (including a Chairman) as the Board may elect from time to time, who shall exercise such powers and perform such duties as shall be determined by the Board from time to time. Any number of offices may be held by the same person.

5.2 Term of Office. Each officer of the Corporation shall hold office until such officer's successor is elected and qualifies or until such officer's earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Such resignation shall take effect at the date of receipt of such notice or at such later time as is therein specified. The resignation of an officer shall be without prejudice to the contract rights of the Corporation, if any. Any officer may be removed at any time with or without cause by the Board. Any vacancy occurring in any office of the Corporation may be filled by the Board. The election or appointment of an officer shall not of itself create contract rights.

5.3 Chairman. The Chairman, if any, or if there is no Chairman, then the President, shall preside at all meetings of the Board and shall exercise such powers and perform such other duties as shall be determined from time to time by the Board.

5.4 Chief Executive Officer. The Chief Executive Officer shall have general supervision over the business of the Corporation and other duties incident to the office of Chief Executive Officer, and any other duties as may from time to time be assigned to the Chief Executive Officer by the Board and subject to the control of the Board in each case. The Chief Executive Officer may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts and other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by

the Board or by these Bylaws to some other officer or agent of the Corporation, or shall be required by applicable law otherwise to be signed or executed.

5.5 Vice Presidents. Vice Presidents shall have the duties incident to the office of Vice President and any other duties that may from time to time be assigned to the Vice President by the President or the Board. Any Vice President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Corporation, or shall be required by applicable law otherwise to be signed or executed.

5.6 Secretary. The Secretary shall attend all meetings of the Board and of the Shareholders, record all the proceedings of the meetings of the Board and of the Shareholders in a book to be kept for that purpose and perform like duties for committees of the Board, when required. The Secretary shall give, or cause to be given, notice of all special meetings of the Board and of the Shareholders and perform such other duties as may be prescribed by the Board or by the President. The Secretary shall have custody of the corporate seal of the Corporation, and the Secretary or an Assistant Secretary, shall have authority to affix the same on any instrument that may require it, and when so affixed, the seal may be attested by the signature of the Secretary or by the signature of such Assistant Secretary. The Board may give general authority to any other officer to affix the seal of the Corporation and to attest the same by such officer's signature. The Secretary or an Assistant Secretary may also attest all instruments signed by the President or any Vice President. The Secretary shall have charge of all the books, records and papers of the Corporation relating to its organization and management, see that the reports, statements and other documents required by applicable law are properly kept and filed and, in general, perform all duties incident to the office of Secretary of a corporation and such other duties as may from time to time be assigned to the Secretary by the Board or the President.

5.7 Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds, securities and notes of the Corporation, receive and give receipts for moneys due and payable to the Corporation from any sources whatsoever; deposit all such moneys and valuable effects in the name and to the credit of the Corporation in such depositaries as may be designated by the Board, against proper vouchers, cause such funds to be disbursed by checks or drafts on the authorized depositaries of the Corporation signed in such manner as shall be determined by the Board and be responsible for the accuracy of the amounts of all moneys so disbursed, regularly enter or cause to be entered in books or other records maintained for the purpose full and adequate account of all moneys received or paid for the account of the Corporation, have the right to require from time to time reports or statements giving such information as the Treasurer may desire with respect to any and all financial transactions of the Corporation from the officers or agents transacting the same, render to the President or the Board, whenever the President or the Board shall require the Treasurer so to do, an account of the financial condition of the Corporation and of all financial transactions of the Corporation, disburse the funds of the Corporation as ordered by the Board and, in general, perform all duties incident to the office of Treasurer of a corporation and such other duties as may from time to time be assigned to the Treasurer by the Board or the President.

5.8 Assistant Secretaries and Assistant Treasurers. Assistant Secretaries and Assistant Treasurers shall perform such duties as shall be assigned to them by the Secretary or by the Treasurer, respectively, or by the Board or the President.

ARTICLE 6
INDEMNIFICATION

6.1 Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another entity or enterprise, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 6.3, the Corporation shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person only if the commencement of such Proceeding (or part thereof) by the Covered Person was authorized by the Board.

6.2 Prepayment of Expenses. To the extent not prohibited by applicable law, the Corporation shall pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any Proceeding in advance of its final disposition; provided, however, that, to the extent required by applicable law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article 6 or otherwise.

6.3 Claims. If a claim for indemnification or advancement of expenses under this Article 6 is not paid in full within 30 days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

6.4 Nonexclusivity of Rights. The rights conferred on any Covered Person by this Article 6 shall not be exclusive of any other rights that such Covered Person may have or hereafter acquire under any statute, provision of these Bylaws, the Articles of Incorporation, agreement, vote of Shareholders or disinterested directors or otherwise.

6.5 Other Sources. The Corporation's obligation, if any, to indemnify or to advance expenses to any Covered Person who was or is serving at its request as a director, officer, employee or agent of another entity or enterprise shall be reduced by any amount such Covered Person may collect as indemnification or advancement of expenses from such other entity or enterprise.

6.6 Amendment or Repeal. Any amendment or repeal of the foregoing provisions of this Article 6 shall not adversely affect any right or protection hereunder of any Covered Person in respect of any act or omission occurring prior to the time of such amendment or repeal.

6.7 Other Indemnification and Prepayment of Expenses. This Article 6 shall not limit the right of the Corporation, to the extent and in the manner permitted by applicable law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

ARTICLE 7
GENERAL PROVISIONS

7.1 Certificates Representing Shares. The shares of stock of the Corporation shall be represented by certificates or all of such shares shall be uncertificated shares that may be evidenced by a book-entry system maintained by the registrar of such stock, or a combination of both. If shares are represented by certificates, such certificates shall be in the form approved by the Board. The certificates representing shares of stock of each class shall be signed by, or in the name of, the Corporation by the Chairman (if any), the President or any Vice President, and by the Secretary, any Assistant Secretary, the Treasurer or any Assistant Treasurer. Any or all such signatures may be facsimiles. Although any officer, transfer agent or registrar whose manual or facsimile signature is affixed to such a certificate ceases to be such officer, transfer agent or registrar before such certificate has been issued, it may nevertheless be issued by the Corporation with the same effect as if such officer, transfer agent or registrar were still such at the date of its issue.

7.2 Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agents and registry offices or agents at such place or places as may be determined from time to time by the Board.

7.3 Lost, Stolen or Destroyed Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate or his legal representative to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

7.4 Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be maintained on any information storage

device or method; provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to applicable law.

7.5 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board.

7.6 Amendments. These Bylaws may be amended or repealed and new Bylaws may be adopted by the Board, but the Shareholders may make additional Bylaws and may alter and repeal any Bylaws whether such Bylaws were originally adopted by them or otherwise.

7.7 Conflict with Applicable Law or Articles of Incorporation. These Bylaws are adopted subject to any applicable law and the Articles of Incorporation. Whenever these Bylaws may conflict with any applicable law or the Articles of Incorporation, such conflict shall be resolved in favor of such law or the Articles of Incorporation.

Exhibit C

Shareholders' Agreement

EXECUTION VERSION

SHAREHOLDERS' AGREEMENT

among

AGE REVERSAL THERAPEUTICS, INC.

and

THE SHAREHOLDERS NAMED HEREIN

dated as of

July 25, 2016

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AGE REVERSAL THERAPEUTICS, INC. SHAREHOLDERS' AGREEMENT

THIS SHAREHOLDERS' AGREEMENT (as amended or supplemented from time to time, this "***Agreement***") is made as of the 25th day of July, 2016 by and among (i) Age Reversal Therapeutics, Inc., a Florida corporation (the "***Corporation***"); (ii) LifeSpanXL, LLC, a Nevada limited liability company ("***LifeSpanXL***"); and (iii) Life Extension Age Reversal Project, LLC, a Delaware limited liability company, the holder of a majority of the issued and outstanding stock of the Corporation (the "***Majority Holder***"). LifeSpanXL and the Majority Holder, and any other individual or entity who subsequently becomes a party to this Agreement as a Shareholder (as described on Schedule "A" attached hereto), are hereafter referred to collectively as the "***Shareholders***." Capitalized terms used in this Agreement have the respective meanings ascribed to them in Article XII (at the end of this Agreement).

RECITALS

WHEREAS, LifeSpanXL owns 2,500,000 Shares of the Corporation, which number equals approximately 27.78% of the aggregate issued and outstanding Shares of the Corporation on the date hereof (without taking into account an option pool of Shares in an amount that may include up to 1,000,000 Shares at the discretion of the Corporation's Board of Directors (the "***Option Pool***") (any Shares beneficially owned by LifeSpanXL from time to time, the "***LifeSpanXL Shares***");

WHEREAS, the Majority Holder owns 6,500,000 Shares of the Corporation, which number equals approximately 72.22% of the aggregate issued and outstanding Shares of the Corporation on the date hereof (without taking into account the Option Pool) (any Shares beneficially owned by the Majority Holder from time to time, the "***Majority Holder Shares***");

WHEREAS, in consideration of the Corporation's issuance to LifeSpanXL of the LifeSpanXL Shares on the date hereof, LifeSpanXL has contributed to the Corporation all of LifeSpanXL's rights, title and interest in and to the name "Aging Cure", and the website domain name "AgingCure.com," and all trademark rights, if any, with respect thereto, in connection with this contribution, LifeSpanXL has executed and delivered an assignment of the website domain name and any other forms or documents to vest title to the website domain name in the Corporation; and

WHEREAS, the parties hereto desire to into this Agreement, which shall govern certain aspects of their relationships with each other with respect to their Shares;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto hereby agree as follows:

Article I RESTRICTIONS ON SHARES

Section 1.01 Restrictions on Pledge of Shares. No Shareholder shall pledge, hypothecate, or otherwise encumber all or any portion of such Shareholder's Shares; *provided,*

however, that Shares may be pledged to any lender(s) as collateral for the indebtedness, liabilities and obligations of the Corporation to such lender(s).

Section 1.02 Restrictions on Transfers of Shares. Except as expressly provided in Section 1.01 and Articles II through V, no Shareholder shall Transfer all or any portion of such Shareholder's Shares, or any rights or interest therein, whether voluntarily or involuntarily, by operation of law or by judicial sale, by gift, or otherwise, without the unanimous prior written consent of the other Shareholders; *provided, however*, that Shares may pass without such unanimous prior written consent to (a) the heirs or legatees of an individual Shareholder upon such Shareholder's death, or (b) an Affiliate of such Shareholder.

Section 1.03 Permitted Transfers. Any Transfers permitted under Section 1.01 or clauses (a) or (b) of Section 1.02 are referred to herein as "***Permitted Transfers***". Notwithstanding anything contained in this Agreement to the contrary, none of the restrictions on Transfer set forth in Articles II through V shall apply to any Transfer of Shares which constitutes a Permitted Transfer.

Section 1.04 Joinder Required. Any Transfer permitted under this Agreement shall be effective only if the transferee (if not otherwise a party to this Agreement) agrees in writing to become a party to and be bound by this Agreement as a Shareholder, by signing a joinder in the form of Exhibit "B" hereto (a "***Joinder***") within ten (10) days of the Transfer. If the transferee fails to execute a Joinder within such ten (10) day period, the applicable transferor Shareholder shall become an Affected Shareholder pursuant to Article V. Any purported transfer in violation of any provision of this Agreement shall be void and ineffectual and shall not operate to transfer any interest or title in the purported transferee.

Section 1.05 Spousal Consent. Each individual Shareholder who is married at the time any Shares are acquired by such Shareholder shall cause his or her spouse to execute and deliver a Spousal Consent in the form of Exhibit "C" hereto (a "***Spousal Consent***") immediately upon acquisition of any such Shares and as a condition thereof.

Article II OFFERS TO SELL SHARES

Section 2.01 Offer.

(a) If a Shareholder receives a bona fide written offer (an "***Offer***") to purchase all or any portion of such Shareholder's Shares (the "***Offered Shares***") from an individual or entity that is not an Affiliate of such Shareholder (the "***Offeror***") which such Shareholder desires to accept, such Shareholder (the "***Offering Shareholder***") must first offer to sell such Offered Shares to the other Shareholders (the "***Non-Offering Shareholders***") and the Corporation in accordance with this Article II. For the avoidance of doubt, a Transfer made in accordance with Sections 1.01 or 1.02 shall not be subject to this Article II.

(b) Within ten (10) days after the receipt of an Offer, the Offering Shareholder shall give notice of the Offer (the "***Offer Notice***") to the Non-Offering Shareholders and the Corporation. The Offer Notice shall state the name and address of the Offeror, the number of Offered Shares, the price or other consideration to be paid by the Offeror and all other terms and

conditions of such proposed transfer, including the anticipated closing date of such proposed transfer. For the avoidance of doubt, pursuant to this Article II, the Non-Offering Shareholders and the Corporation may purchase in the aggregate less than all of the Offered Shares, in which case the Offering Shareholder may Transfer any Shares not acquired by the Non-Offering Shareholders and the Corporation, as provided in Section 2.04. The Offering Shareholder shall not participate (including voting as a shareholder or as a director of the Corporation) in the Corporation's decision to purchase or refuse to purchase the Offered Shares.

Section 2.02 Right of First Refusal. The Non-Offering Shareholders and the Corporation shall have the right to purchase the Offered Shares on the terms and purchase price(s) set forth in the Offer Notice in the following order of priority: (i) first, each Non-Offering Shareholder shall have the right to purchase the proportion, rounded to the nearest whole number to eliminate fractional shares, of Offered Shares which the number of Shares held by such Non-Offering Shareholder bears to the number of Shares held by all Non-Offering Shareholders, in accordance with the procedures set forth in Section 2.02(a), (ii) second, each Non-Offering Shareholder shall have the right to purchase such other number of Offered Shares as all Non-Offering Shareholders may unanimously agree in writing, in accordance with the procedures set forth in Section 2.02(b), and (iii) third, the Corporation shall have the right to purchase all or any portion of Offered Shares not purchased pursuant to Section 2.02(a) or 2.02(b), in accordance with the procedures set forth in Section 2.02(c).

(a) A Non-Offering Shareholder shall exercise its initial right to purchase any Offered Shares by delivering a written notice to the Offering Shareholder, the Corporation and the other Non-Offering Shareholders within twenty (20) days of receipt of the Offer Notice, stating the amount of the proportionate share of the Offered Shares that such Non-Offering Shareholder elects to purchase on the terms and purchase price(s) set forth in the Offer Notice. The notice delivered pursuant to this Section 2.02(a) shall be binding upon delivery and irrevocable.

(b) A Non-Offering Shareholder may also purchase any additional Offered Shares as may be unanimously agreed to in writing by all Offering Shareholders on or before the 20th day following receipt of the Offer Notice, stating the amount of the proportionate share of the Offered Shares that such Non-Offering Shareholder shall purchase on the terms and purchase price(s) set forth in the Offer Notice. Any unanimous written agreement delivered pursuant to this Section 2.02(a) shall be binding upon delivery and irrevocable.

(c) The Corporation shall have the right to purchase any Offered Shares not purchased pursuant to Section 2.02(a) or 2.02(b), during the ten (10) day period following the earlier of (i) receipt of the notice provided in Section 2.02(a) or (ii) the expiration of the twenty (20) day period provided in Section 2.02(a), which right shall be exercisable during such ten (10) day period by delivering a written notice to the Offering Shareholder and the Non-Offering Shareholders stating the amount of Offered Shares that the Corporation elects to purchase on the terms and purchase price(s) set forth in the Offer Notice. The notice delivered pursuant to this Section 2.02(c) shall be binding upon delivery and irrevocable.

Section 2.03 Closing. If the Non-Offering Shareholders or the Corporation shall have exercised their rights in accordance with Section 2.02, closing on such sale shall be held within ninety (90) days after the date of such exercise.

Section 2.04 Failure to Exercise Rights. If less than all of the Offered Shares subject to an Offer are purchased pursuant to Section 2.02, the Offering Shareholder may, for a period of sixty (60) days after the date of notice of the Offer, sell the unpurchased Offered Shares to the Offeror; *provided*, *however*, that (a) such Offered Shares are sold to the Offeror at the price and upon the terms set forth in the Offer Notice, and (b) such Offeror agrees in writing to assume performance of and to be bound by the terms and conditions of this Agreement as a Shareholder hereunder by signing a Joinder within ten (10) days of the Transfer. If the Offering Shareholder wishes to sell the Offered Shares at a price or on terms other than as set forth in the Offer Notice, or has not sold such Offered Shares within the aforementioned sixty (60) day period, the Offering Shareholder shall be obliged to reoffer the Offered Shares in accordance with this Article II before such Offering Shareholder shall be permitted to Transfer the Offered Shares, or any part thereof, to any individual or entity, except as otherwise specifically provided in this Agreement.

Article III TAG-ALONG RIGHTS

Section 3.01 Tag-Along Right. Subject to the terms and conditions specified in Articles I and II and this Section 3.01, if any Shareholder (the "***Selling Shareholder***") proposes to Transfer any of its Shares (collectively, the "***Tag-Along Shares***") to any individual or entity that is not an Affiliate of the Selling Shareholder, each other Shareholder (each, a "***Tag-Along Shareholder***") shall be permitted to participate in such sale (a "***Tag-Along Sale***") on the terms and conditions set forth in this Section 3.01.

Section 3.02 Exclusions. Notwithstanding anything herein to the contrary, the provisions of Section 3.02 shall not apply to any Transfer of Shares that is:

(a) any Transfer of Shares which constitutes a Permitted Transfer;

(b) made to either the Corporation or any applicable Non-Offering Shareholder pursuant to the exercise of the rights set forth in Article II;

(c) made to either the Corporation or any applicable Non-Affected Shareholder pursuant to the exercise of the rights set forth in Article V; or

(d) made pursuant to a public offering of the Corporation's equity securities.

Section 3.03 Notice. The Selling Shareholder shall deliver to the Corporation and each Tag-Along Shareholder a written notice (a "***Tag-Along Notice***") of the proposed Tag-Along Sale within (i) five (5) days following the expiration of the time periods set forth in Sections 2.01 and 2.02, in the event that the Non-Offering Shareholders and/or Corporation shall not have, in the aggregate, exercised their respective rights to purchase all and not less than all of the Offered Shares pursuant to Sections 2.01 and 2.02, or (ii) twenty (20) days prior to the consummation of any Tag-Along Sale which was not subject to Sections 2.01 and 2.02. The Tag-Along Notice

shall make reference to the Tag-Along Shareholders' rights hereunder and shall set forth: (i) the number of Tag-Along Shares the Selling Shareholder proposes to Transfer; (ii) the identity of the prospective transferee(s); (iii) the proposed date, time and location of the closing of the Tag-Along Sale, which shall not be less than 60 (sixty) days from the date of the Tag-Along Notice; (iv) the purchase price per Share of the Tag-Along Shares (which shall be payable solely in cash); (v) the other material terms and conditions of the Transfer; and (vi) a copy of any form of agreement proposed to be executed in connection therewith.

Section 3.04 Exercise. Each Tag-Along Shareholder may exercise its right to participate in the Tag-Along Sale on the terms described in the Tag-Along Notice by delivering to the Selling Shareholder a written notice (a "***Tag-Along Exercise Notice***") stating its election to do so for the Tag-Along Shares included in the Tag-Along Notice no later than ten (10) days after receipt of the Tag-Along Notice (the "***Tag-Along Exercise Period***"). The election of each Tag-Along Shareholder set forth in a Tag-Along Exercise Notice shall be irrevocable, and, to the extent the offer in the Tag-Along Notice is accepted, such Tag-Along Shareholder shall be bound and obligated to consummate the Transfer on the terms and conditions set forth in this Article III. If one or more Tag-Along Shareholders elects pursuant to a Tag-Along Exercise Notice and this Section 3.04 to participate in the Tag-Along Sale, the amount of Tag-Along Shares that the Selling Shareholder may sell in the Tag-Along Sale shall be correspondingly reduced in accordance with Section 3.05.

Section 3.05 Number of Tag-Along Shares. The Selling Shareholder and each Tag-Along Shareholder timely electing to participate in the Tag-Along Sale pursuant to Section 3.04 shall have the right to Transfer in the Tag-Along Sale the number of Tag-Along Shares set out in the applicable Tag-Along Notice, equal to the product of (a) the aggregate number of Tag-Along Shares set out in the applicable Tag-Along Notice, and (b) such Shareholder's proportionate share. Any Tag-Along Shareholder may elect to sell in the Tag-Along Sale less than the number of Shares calculated pursuant to this Section 3.05, in which case the Selling Shareholder shall have the right to sell the applicable number of Tag-Along Shares not elected to be sold by a Tag-Along Shareholder.

Section 3.06 Consideration and Effect. Each Shareholder participating in the Tag-Along Sale shall receive the same per Share consideration as the Tag-Along Shares, after deduction of such Shareholder's proportionate share of the related fees and expenses in accordance with Section 3.09. In addition, no Transfer of any Tag-Along Shares by the Selling Shareholder in the Tag-Along Sale shall occur unless the prospective transferee simultaneously purchases the Shares elected to be sold by the Tag-Along Shareholders pursuant to Section 3.04, Section 3.06 and Section 3.07 and if any such Transfer is in violation of this Section 3.01, it shall be null and void.

Section 3.07 Representations. Each Tag-Along Shareholder shall execute the applicable purchase agreement, if any, and shall make or provide the same representations, warranties, covenants and indemnities as the Selling Shareholder makes or provides in connection with the Tag-Along Sale; *provided*, that each Tag-Along Shareholder shall only be obligated to make representations and warranties that relate specifically to such Tag-Along Shareholder (as opposed to the Corporation and its business) with respect to the Tag-Along Shareholder's title to and ownership of the applicable Shares to be sold by it, authorization, execution and delivery of

relevant documents, enforceability of such documents against the Tag-Along Shareholder, and other similar representations and warranties made by the Selling Shareholder, and shall not be obligated to make any of the foregoing representations and warranties with respect to any other Shareholders or their Shares; and *provided*, *further*, that no Tag-Along Shareholder shall be required to make any indemnification thereunder other than severally and not jointly and severally (a) with respect to breaches of representations, warranties and covenants made by such Tag-Along Shareholder, if any, pro rata based on the aggregate proceeds received by such Shareholder in the Tag-Along Sale, and (b) in an amount not to exceed for such Shareholder the total net consideration (i.e., the total gross consideration after deduction for fees and expenses pursuant to Section 3.09) received by such Shareholder in respect of such Tag-Along Sale.

Section 3.08 Further Assurances. Subject to Section 3.07, each Tag-Along Shareholder shall take all actions as may be reasonably necessary to consummate the Tag-Along Sale, including entering into agreements and delivering certificates and instruments (including stock certificates evidencing the applicable Shares, duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank), in each case, consistent with the agreements being entered into and the certificates and instruments being delivered by the Selling Shareholder.

Section 3.09 Fees and Expenses. The fees and expenses of the Selling Shareholder incurred in connection with a Tag-Along Sale and for the benefit of all Tag-Along Shareholders (it being understood that costs incurred by or on behalf of a Selling Shareholder for its sole benefit will not be considered to be for the benefit of all Tag-Along Shareholders), to the extent not paid or reimbursed by the Corporation or the prospective transferee, shall be shared by the Selling Shareholder and all the participating Tag-Along Shareholders on a pro rata basis, based on the aggregate consideration received by each such Shareholder; *provided*, that no Tag-Along Shareholder shall be obligated to make any such out-of-pocket expenditure prior to the consummation of the Tag-Along Sale.

Article IV EVENTS CREATING AN OFFER TO SELL SHARES

Section 4.01 Triggering Events.

(a) Upon the occurrence of any of the following events (each, a "***Triggering Event***"), the Shareholder to whom the event relates or such Shareholder's personal representative (each, an "***Affected Shareholder***") shall be deemed to have made an offer to sell to the other Shareholders (the "***Non-Affected Shareholders***") and to the Corporation such Affected Shareholder's Shares in accordance with Section 4.02:

(i) the attachment of, execution against, levy upon or other seizure of all or any portion of a Shareholder's Shares unless (and for only so long as) counsel for the Corporation determines that the Affected Shareholder is in good faith contesting such attachment, execution, levy or other seizure;

(ii) an assignment by a Shareholder for the benefit of creditors, which assignment includes all or any portion of such Shareholder's Shares;

(iii) the commencement of any bankruptcy, insolvency, reorganization, arrangement or liquidation proceeding by or against a Shareholder, provided that the Shareholder shall have no further right to contest same or appeal from rejection of the Shareholder's contest, or the appointment of a trustee, receiver, conservator or other judicial representative of a Shareholder, or of all or of a substantial part of such Shareholder's property;

(iv) the possession by any individual or entity of a Shareholder's Shares or of a claim to, lien on, interest in or encumbrance upon such Shareholder's Shares other than an individual or entity that acquired such Shares, claim, lien, interest or encumbrance in accordance with conditions hereof;

(v) the Transfer or attempted transfer of any Shares in violation of this Agreement; or

(vi) the termination of an Affiliated Shareholder's employment with, or service on the Board of, the Corporation, for Cause.

(b) Within 15 days after the occurrence of any Triggering Event, the Affected Shareholder shall give notice of such event (the "***Triggering Event Notice***") to the Non-Affected Shareholders and the Corporation, setting forth the details of such Triggering Event.

Section 4.02 Option to the Corporation and the Non-Affected Shareholders. Upon the occurrence of a Triggering Event, the Non-Affected Shareholders and the Corporation shall have the right to purchase all or any portion of the Affected Shareholder's Shares (the "***Affected Shares***") on the terms set forth herein. The order and procedure for the exercise of such rights to purchase the Affected Shares shall otherwise be identical to the order and procedures set forth in Article II, except that the time period for exercise of the option shall not begin until the Assigned Value or Appraised Value, as applicable, is determined in accordance with Section 4.03. The Affected Shareholder shall not participate (including voting as a shareholder or as a director of the Corporation) in the Corporation's decision to purchase or refuse to purchase the Affected Shares.

Section 4.03 Price.

(a) If the purchase of Affected Shares is pursuant to a Triggering Event set forth in Section 5.01(a)(vi), the purchase price of each Share shall be the per Share book value, defined to mean that figure obtained when the net worth of the Corporation is divided by the total number of Shares issued and outstanding. The net worth of the Corporation as shown on the fiscal year end statement of the Corporation for the year immediately preceding such Triggering Event shall be binding and conclusive on the Triggering Event Parties. Each fiscal year end statement of the Corporation shall be prepared in accordance with GAAP.

(b) If the purchase of Affected Shares is pursuant to any Triggering Event other than as set forth in Section 4.01(a)(vi), the purchase price of each Share shall be the Assigned Value. If the Affected Shareholder is then serving as a member of the Board, such Affected Shareholder shall not participate in the deliberations or decision of the Board with respect to the Assigned Value. If, within fifteen (15) days following notice to the Affected

Shareholder of such Assigned Value, the Affected Shareholder provides the Board with notice objecting to the Assigned Value, the Triggering Event Parties shall attempt to agree on a Qualified Appraiser.

(c) If the Triggering Event Parties agree on a Qualified Appraiser pursuant to Section 4.03(b), such Qualified Appraiser shall give a written opinion and written appraisal as to the fair market value per Share (the "***Appraised Value***"), and such determination shall be final and binding on the Triggering Event Parties.

(d) If the Triggering Event Parties cannot agree on a Qualified Appraiser pursuant to Section 4.03(b), the Affected Shareholder, on the one hand, and any Non-Affected Shareholder purchasing Shares and the Corporation, on the other hand, shall each select and direct a Qualified Appraiser, who must not have received more than $5,000 in fees during the preceding twenty-four (24) calendar months from any party hereto (collectively, the "***Appraisers***"), to give its written opinion and written appraisal as to the Appraised Value, as follows:

(i) The Appraisers shall each make their determination and shall each render a written appraisal to the Triggering Event Parties within thirty (30) days of their respective engagement. If the Appraisers agree on the Appraised Value, such Appraised Value shall be final and binding on the Triggering Event Parties. If the Appraised Values are within ten percent (10%) of each other, the average of the two Appraised Values shall be final and binding on the Triggering Event Parties.

(ii) If the Appraised Values are not within ten percent (10%) of each other, the Appraisers shall, within forty (40) days of their respective engagement, select a third independent Qualified Appraiser (the "***Third Appraiser***"), who must neither be affiliated with either of the Appraisers nor have received more than $5,000 in fees during the preceding twenty-four (24) calendar months from any party hereto or from either of the Appraisers. The Third Appraiser shall render a written opinion of the Appraised Value and provide a copy thereof to each of the Triggering Event Parties within thirty (30) days of its direction or engagement by the Appraisers. All three Appraised Values shall then be averaged, and the valuation farthest from the average shall be disregarded. The final Appraised Value shall be the average of the two remaining Appraised Values, and shall be final and binding on the Triggering Event Parties.

(e) In determining any Assigned Value or Appraised Value, a twenty five percent (25%) discount shall be applied with respect to any Shares sold by an Affected Shareholder under this Article IV to the extent that such Shares represent less than fifty percent (50%) of all of the Shares.

(f) The Affected Shareholder, on the one hand, and any Non-Affected Shareholder purchasing Shares and the Corporation, on the other hand, shall be responsible for one-half the cost of all of the fees and costs incurred in obtaining the appraisal(s) from any of the Appraisers as required under this Article IV.

Section 4.04 Payment Terms. The following terms shall apply with respect to any purchase by a Non-Affected Shareholder or the Corporation pursuant to this Article IV:

(a) The purchase price shall be paid in thirty-six (36) equal consecutive quarterly installments, the first of which shall be due 90 days after the closing and the remaining installments thereafter on the same day of each succeeding quarter until the purchase price shall have been paid in full.

(b) Unpaid balances of the purchase price shall bear interest at the commercial lending rate of interest fixed from time to time as reflected in *The Wall Street Journal* and designated as the "Prime Rate", as determined as of the closing of any sale hereunder and adjusted annually thereafter on each anniversary of the closing to such "Prime Rate" on such anniversary date until the purchase price has been paid in full. Interest payments shall be made concurrently with each installment or other payment of principal, as applicable.

(c) A non-negotiable promissory note evidencing the unpaid portion of the purchase price, in the form attached hereto as Exhibit "D", shall be executed by each purchaser and delivered to the Affected Shareholder.

Article V GENERAL TRANSFER PROVISIONS

Section 5.01 Failure to Give Notices. The failure to give an Offer Notice, a Tag-Along Notice or a Triggering Event Notice as required hereunder shall in no way prevent any Shareholder or the Corporation from exercising their respective rights as provided herein.

Section 5.02 Failure to Transfer Shares. If any Shareholder (or personal representative thereof) whose Shares are subject to Transfer hereunder does not assign and transfer such Shares to a purchaser as required hereunder, such Shares shall be deemed assigned and transferred to the purchaser. The Corporation, upon receipt of notice, will mark its records to indicate that the certificates have been canceled and will, if necessary, issue new certificates to the purchaser. Each Shareholder hereby gives the Secretary of the Corporation an irrevocable power of attorney to make assignments and Transfers on the Corporation's books on behalf of such Shareholder in accordance with the terms hereof.

Section 5.03 Endorsement Upon Share Certificates. All Share certificates shall be endorsed as follows:

> "The shares represented by this certificate may not be transferred, hypothecated, pledged or otherwise disposed of, except in compliance with a certain Shareholders' Agreement, dated as of July 25, 2016, copies of which are on file in the office of the Secretary of this corporation."

Article VI NO PREEMPTIVE RIGHTS

Section 6.01 No Preemptive Rights. Each Shareholder acknowledges that the Corporation's Articles of Incorporation do not provide any preemptive rights to the Shareholders.

Article VII BOARD MATTERS

Section 7.01 Board Composition.

(a) Subject to the provisions of Section 7.01(b), so long as LifeSpanXL and its Permitted Transferees own, collectively, at least fifty percent (50%) of the LifeSpanXL Shares, the Majority Holder shall vote, or shall cause to be voted, all Shares owned by the Majority Holder, or over which the Majority Holder has voting control, from time to time and at all times, in whatever manner as shall be necessary to vote for the LifeSpanXL Directors at each annual or special meeting of Shareholders at which an election of directors is held or pursuant to any written consent of the Shareholders. As used herein, the term "***LifeSpanXL Directors***" shall mean, collectively, two (2) directors designated by LifeSpanXL, or its designee or, in the event that at any time the number of directors comprising the Board shall be less than five (5), a single director designated by LifeSpanXL, or its designee.

(b) Notwithstanding anything to the contrary set forth in Section 7.01(a), the Majority Holder's obligation to vote any Shares for the election of any LifeSpanXL Director to the Board is conditioned upon such LifeSpanXL Directors having certified that no disqualifying event described in Rule 506(d) (1)(i)-(viii) of the Securities Act of 1933, as amended, is applicable to such LifeSpanXL Director, and the Corporation's having verified such certification.

(c) Subject to the conditions set forth in Section 7.01(b), the initial LifeSpanXL Directors shall be Patricia Riley and James Riley.

Section 7.02 Removal; Resignation; Vacancies. A LifeSpanXL Director may be removed at any time as a director on the Board for Cause; *provided, however*, that if, at any time during which LifeSpanXL and its Permitted Transferees own, collectively, at least fifty percent (50%) of the LifeSpanXL Shares, a vacancy is created on the Board due to the death, disability, retirement, resignation or removal of a LifeSpanXL Director, then LifeSpanXL or its designee shall have the right to designate an individual to fill such vacancy and the Majority Holder shall vote all Shares owned by it or over which it has voting control, and shall take all other necessary or desirable actions within the Majority Holder's control (including in its capacity as a Shareholder, director, member of a board committee, officer of the Corporation or otherwise), and the Corporation shall take all necessary or desirable actions within its control, to ensure the election or appointment of such designee to fill such vacancy on the Board.

Section 7.03 Voting Agreement. In the event that this Agreement is terminated pursuant to Article X (other than pursuant to Section 9.01(f)) at a time when LifeSpanXL and its Permitted Transferees still own, collectively, at least fifty percent (50%) of the LifeSpanXL Shares, LifeSpanXL and its Permitted Transferees and the Majority Holder shall enter into a voting agreement to memorialize the survival of the terms and conditions set forth in Sections 7.01 and 7.02.

Section 7.04 Affiliate Transactions. The Corporation and each of the Shareholders acknowledge and agree that the Corporation shall not enter into or approve any transaction between the Corporation and any Shareholder and any member or other direct or indirect owner,

manager, director, or officer of such Shareholder, or any Affiliate of a Shareholder or any family member of an owner of a Shareholder, without the affirmative consent of a majority of the Shares owned by all of the disinterested Shareholders.

Article VIII ARBITRATION; REMEDIES

Section 8.01 Confidentiality of Proceedings. If there shall be a Dispute, all the facts and circumstances surrounding or relating to the subject matter thereof shall be kept in strict confidence, and none of the parties involved therein shall at any time disclose any of the matters relating thereto to any individual or entity except, if appropriate, to the attorneys and accountants representing the party or parties involved in the Dispute and who agree to be bound by the provisions of this Article VIII.

Section 8.02 Arbitration. Except as otherwise provided in this Article VIII, any and all Disputes shall be submitted to and settled by arbitration in before and in accordance with the commercial rules then obtaining of the American Arbitration Association. The parties to any such Dispute agree to bear joint and equal responsibility for all fees and expenses of such arbitrator, abide by any decisions rendered as final and binding, and waive the right to submit the Dispute to a public tribunal for a jury or non-jury trial. Judgment upon any award may be entered in any court of competent jurisdiction.

(a) The arbitrator will have full power to give directions and make such orders as the arbitrator deems just; *provided, however*, that the arbitrator explicitly shall not have the authority, power, or right to alter, change, amend, modify, add, or subtract from any provision of this Agreement.

(b) The arbitrator shall issue a written decision within forty-five (45) calendar days after the conclusion of the arbitration hearing. This agreement to arbitrate shall be specifically enforceable. Any award by the arbitrator shall be binding and enforceable in accordance with its terms in any court of competent jurisdiction.

Section 8.03 Specific Performance. Notwithstanding anything to the contrary set forth in this Agreement, the parties hereto agree that the remedy at law for any breach of the terms of this Agreement may be inadequate and that in addition to, and not in limitation of any other remedies that any party may have either at law or in equity or in arbitration or otherwise under the terms of this Agreement, any party shall be entitled to specific performance or injunctive relief or other equitable relief from any court of competent jurisdiction from any breach or purported breach hereof.

Section 8.04 Indemnification. Each of the Shareholders agrees to defend, indemnify and hold harmless each of the other Shareholders and the Corporation from and against any and all damages, losses, deficiencies, claims, debt, liabilities, obligations, actions, causes of action, suits, demands, judgments, proceedings, costs and expenses, including all reasonable attorneys' fees and costs of litigation, arising from or relating to or incurred in connection with any breach of this Agreement by such Shareholder or any failure to perform such Shareholder's obligations under the provisions of this Agreement.

Article IX TERMINATION

Section 9.01 Term. This Agreement shall terminate upon the occurrence of any of the following events:

(a) LifeSpanXL and its Permitted Transferees no longer own, collectively, at least fifty percent (50%) of the LifeSpanXL Shares;

(b) The Majority Holder and its Permitted Transferees no longer own, collectively, at least fifty percent (50%) of the Majority Holder Shares;

(c) The entry of any order for relief under the Federal Bankruptcy Code with respect to the Corporation, or a receivership or dissolution of the Corporation;

(d) The voluntary written agreement of all of the parties who are then bound by the terms hereof;

(e) The consummation of a public offering of equity securities by the Corporation; or

(f) Patricia Riley's resignation as Chief Executive Officer, without "Good Reason" (as that term is defined in that certain letter agreement between the Majority Holder and Patricia Riley dated as of July 25, 2016).

Section 9.02 Certificates. Upon termination of this Agreement, each Shareholder may surrender to the Corporation such Shareholder's certificates for Shares, and the Corporation shall issue to such Shareholder, in lieu thereof, new certificates for an equal number of Shares.

Article X MISCELLANEOUS

Section 10.01 Notices. All notices required or permitted under this Agreement shall be in writing and shall be sent to address for each party set forth below the signature line for such party on the signature pages hereof or if to the Corporation to the address of the Corporation's principal place of business (or such other address as a party may designate in writing to the others). Notices may be made by (a) certified mail, return receipt requested, and will be deemed given three (3) days after dispatch with adequate postage, (b) personally, and will be deemed given on the date delivered to the recipient, or (c) via overnight service with a national courier service, and will be deemed given two (2) days after delivery to the national courier service.

Section 10.02 Further Assurances. The parties agree to execute and deliver all documents and instruments which are reasonably necessary to carry out the terms and conditions of this Agreement.

Section 10.03 Entire Agreement. This Agreement, together with the Exhibits attached hereto, and the letter agreement between the Majority Holder and Ms. Patricia Riley dated as of July 25, 2016, states the entire understanding among the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral and written communications and agreements with respect to the subject matter hereof.

Section 10.04 Amendments. This Agreement shall not be changed, amended or terminated, except by written agreement of Shareholders holding not less than a majority of the LifeSpanXL Shares and the Majority Holder Shares outstanding, respectively.

Section 10.05 Construction. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Unless a particular context clearly provides otherwise, the words "hereof" and "hereunder" and similar references refer to this Agreement in its entirety and not to any specific Section or Section. For the purposes of this Agreement, "including" means "including without limitation."

Section 10.06 Preparation of Agreement. It is acknowledged by each party that such party either had separate and independent advice of counsel or the opportunity to avail itself of separate and independent legal counsel. Each party hereto understands and acknowledges that Blank Rome LLP is legal counsel to the Majority Holder only, and does not represent any other party to this Agreement. In light of these and other relevant facts it is further acknowledged that no party shall be construed to be solely responsible for the drafting hereof, and therefore any ambiguity shall not be construed against any party as the alleged drafter of this Agreement.

Section 10.07 No Waivers. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any party, and no course of dealing between the parties, shall constitute a waiver of, or shall preclude any other or further exercise of, any right, power or remedy. All remedies provided by this Agreement are in addition to all other remedies provided by law.

Section 10.08 Parties in Interest. This Agreement shall inure to the benefit of and be legally binding upon the parties hereto and their respective heirs, executors, personal representatives, successors and permitted assigns.

Section 10.09 Severability. If any provision of this Agreement is construed to be invalid, illegal or unenforceable by any judicial or administrative authority, the validity and enforceability of the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

Section 10.10 Section Headings. Section headings in this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its interpretation.

Section 10.11 Counterparts. This Agreement may be executed in any number of counterparts (including by .pdf and facsimile), each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 10.12 Governing Law. This Agreement is made under, and shall be governed by, and construed in accordance with, the laws of the State of Florida in all respects, including

matters of construction, validity and performance, without application of the conflicts of laws provisions thereof.

Article XI CERTAIN DEFINED TERMS

Capitalized terms used in this Agreement have the following meanings:

"***Affected Shareholder***" has the meaning set forth in Section 4.01(a).

"***Affected Shares***" has the meaning set forth in Section 4.02.

"***Affiliate***" means an individual or entity which controls, is controlled by, or is under common control with, the applicable individual or party.

"***Agreement***" has the meaning set forth in the Preamble.

"***Appraised Value***" has the meaning set forth in Section 4.03(c).

"***Appraisers***" has the meaning set forth in Section 4.03(d).

"***Assigned Value***" means the fair market value per Share, as determined by the Board in its good faith discretion.

"***Board***" means the Board of Directors of the Corporation.

"***Cause***" means (i) an individual's being charged with, or being convicted of, or pleading guilty or *nolo contendere* to, a felony or any other crime involving moral turpitude or fraud, or any crime involving the Corporation; (ii) an individual's willful misconduct or gross negligence with respect to the Corporation, which is not cured within ten (10) days following such individual's receipt of written notice thereof from the Corporation; (iii) an individual's fraud with respect to the Corporation; (iv) any act undertaken with the intent of aiding or abetting a competitor, supplier or customer of the Corporation to the disadvantage or detriment of the Corporation (except for such acts as are expressly permitted pursuant to Section 4 of that certain letter agreement between the Majority Holder and Ms. Patricia Riley dated as of July 25, 2016); and (v) repeated conduct causing the Corporation public disgrace or disrepute or economic harm.

"***Corporation***" has the meaning set forth in the Preamble.

"***Dispute***" means, collectively, any claims, controversies, demands, disputes, or differences arising from or relating to this Agreement.

"***GAAP***" means generally accepted accounting principles, consistently applied.

"***Joinder***" has the meaning set forth in Section 1.04.

"***LifeSpanXL***" has the meaning set forth in the Preamble.

"***LifeSpanXL Directors***" has the meaning set forth in Section 7.01(a).

"***LifeSpanXL Shares***" has the meaning set forth in the Recitals.

"***Majority Holder***" has the meaning set forth in the Preamble.

"***Majority Holder Shares***" has the meaning set forth in the Recitals.

"***Non-Affected Shareholders***" has the meaning set forth in Section 4.01(a).

"***Non-Offering Shareholders***" has the meaning set forth in Section 2.01(a).

"***Offer***" has the meaning set forth in Section 2.01(a).

"***Offer Notice***" has the meaning set forth in Section 2.01(b).

"***Offered Shares***" has the meaning set forth in Section 2.01(a).

"***Offering Shareholder***" has the meaning set forth in Section 2.01(a).

"***Offeror***" has the meaning set forth in Section 2.01(a).

"***Option Pool***" has the meaning set forth in the Recitals.

"***Permitted Transfers***" has the meaning set forth in Section 1.03.

"***Qualified Appraiser***" means an appraiser who: (i) with respect to the valuation of any real property owned by the Corporation is MAI certified; (ii) has been in business for a minimum of five (5) years; and (iii) is experienced in valuing businesses of the same type and size as the Corporation.

"***Selling Shareholder***" has the meaning set forth in Section 3.01.

"***Shareholder***" has the meaning set forth in the Preamble.

"***Shares***" means shares of the Corporation's common stock, par value $0.001 per share.

"***Spousal Consent***" has the meaning set forth in Section 1.05.

"***Tag-Along Notice***" has the meaning set forth in Section 3.03.

"***Tag-Along Exercise Notice***" has the meaning set forth in Section 3.04.

"***Tag-Along Exercise Period***" has the meaning set forth in Section 3.04.

"***Tag-Along Sale***" has the meaning set forth in Section 3.01.

"***Tag-Along Shares***" has the meaning set forth in Section 3.01.

"***Tag-Along Shareholder***" has the meaning set forth in Section 3.01.

"***Third Appraiser***" has the meaning set forth in Section 4.03(d)(ii).

"***Transfer***" means to sell, transfer, pledge, hypothecate, assign or in any way alienate.

"***Triggering Event***" has the meaning set forth in Section 4.01(a).

"***Triggering Event Notice***" has the meaning set forth in Section 4.01(b).

"***Triggering Event Parties***" means, collectively, with respect to any purchase of Affected Shares, the Affected Shareholder, any Non-Affected Shareholder purchasing Affected Shares, and the Corporation.

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IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement as of the date first set forth above.

AGE REVERSAL THERAPEUTICS, INC.
a Florida corporation

By:_____
Patricia Riley
Chief Executive Officer
Address: 401 E Las Olas Blvd., Suite 1400
Ft Lauderdale, Florida 33309

LIFE SPAN XL, LLC
a Nevada limited liability company

By:_____
Patricia Riley
Manger
Address: 14101 NW 4th Street
Sunrise, FL 33325

LIFE EXTENSION AGE REVERSAL PROJECT, LLC
a Delaware limited liability company

By: LIFE EXTENSION FOUNDATION, INC.
its sole member

By:_____

Address: 3600 West Commercial Blvd.
Ft. Lauderdale, FL 33309

Schedule "A"

List of Shareholders

Shareholder and Address	**Number of Shares of Stock**	**Percentage**
LifeSpanXL, LLC 14101 NW 4th Street Sunrise, FL 33325	2,500,000	27.78%
Life Extension Age Reversal Project, LLC 3600 West Commercial Blvd. Ft. Lauderdale, FL 33309	6,500,000	72.22%
Total:	9,000,000	100%

Exhibit "B"

JOINDER

INTENDING TO BE LEGALLY BOUND, the undersigned agrees to become a party to the Shareholders' Agreement, dated as of July 25, 2016, and to be bound by such Agreement as a Shareholder (as defined therein).

IF INDIVIDUAL(S):

By: _____
(Signature)

Name: _____
(Print Name)

IF ENTITY:

By: _____
(signature)

Name: _____
(Print Name)

Title: _____
(Print Title)

Date: _____

Exhibit "C"

SPOUSAL CONSENT TO SHAREHOLDERS' AGREEMENT

I, _____, spouse of _____, hereby acknowledge and agree as follows:

1. I have read the Shareholders' Agreement dated as of July 25, 2016, a copy of which is attached hereto (the "***Agreement***").

2. I am familiar with and understand the transactions contemplated by the Agreement, I have been given the opportunity to seek separate independent counsel regarding such transactions, and I hereby join in the Agreement to the extent, if any, that my joinder may be necessary.

3. I hereby consent to the execution of the Agreement by my spouse and to any sale, transfer or purchase of Shares (as defined in the Agreement), or other actions, including, without limitation, any future amendments or modifications undertaken pursuant to the Agreement.

4. I hereby waive and relinquish any and all rights of any nature whatsoever concerning the Agreement and the Shares that I have or may have (including, without limitation, any claim or right to an elective share pursuant to the any law or equitable distribution, or other allocation or division of such property upon separation or divorce under the laws of the State of Florida or any other state). In lieu of such rights, I agree to seek and accept no more than my interest if any in the value of such Shares as set forth in the Agreement.

IN WITNESS WHEREOF, I have signed and sealed this Spousal Consent as of , 20__, intending to be legally bound hereby.

_____
(Print name)

_____
(Signature)

Witness:

_____

Exhibit "D"

NON-NEGOTIABLE PROMISSORY NOTE

$_____ Dated as of: _____ __, 20__

FOR VALUE RECEIVED, _____ ("***Maker***"), hereby promise to pay to the order of _____ (the "***Payee***") the principal sum of _____ Dollars ($_____), together with interest on the unpaid principal hereof, from the date of this Promissory Note (this "***Note***") until the principal sum shall be paid in full, at a fixed rate of _____ percent (___%) per annum. The interest rate set forth in this paragraph or the Default Rate, as the case may be, shall be applicable even if a judgment is obtained by the Payee after an Event of a Default.

This Note shall evidence Maker's obligation to pay Payee all other sum or sums constituting the purchase price under the Shareholders' Agreement, dated as of July 25, 2016, by and among Age Reversal Therapeutics, Inc., LifeSpanXL, LLC, Life Extension Age Reversal Project, LLC and the other shareholders named therein (the "***Shareholders' Agreement***"). This Note is governed by and subject to all conditions and provisions of the Shareholders' Agreement. Any capitalized terms used herein but not defined shall have the meaning set forth in the Shareholders' Agreement.

All interest accruing on this Note in each calendar quarter shall be due and payable on the first day of the following month after the end of a calendar quarter. The principal balance of this Note shall be paid in thirty-six (36) equal quarterly installments of _____ Dollars ($_____) beginning _____ __, 20___ and continuing on each _____ 1, _____ 1, _____1 and _____ 1[1] thereafter until paid in full (each such payment, an "***Installment***").

This Note may be prepaid without premium or penalty in whole or in part at any time and from time to time by paying the principal to be prepaid and all accrued interest on the prepaid principal up to the date of prepayment.

Optional and mandatory prepayments of principal shall be applied in reverse order of maturity and shall not postpone or reduce any regularly scheduled principal payment hereunder.

To the extent not previously paid, the outstanding principal balance of this Note and any accrued and unpaid interest thereon shall be paid in full on _____ ___, 20___.

Each of the following shall constitute an event of default (each, an "***Event of Default***") under this Note:

(a) The non-payment of principal, interest or any amount payable hereunder within thirty (30) days of the due date;

[1] Insert next applicable calendar quarter.

(b) The insolvency, in the bankruptcy sense, of Maker;

(c) The making of an assignment for the benefit of creditors or the proposing of a composition agreement with creditors by Maker;

(d) Commencement of any proceeding in bankruptcy, reorganization, arrangement, liquidation, dissolution, debtor rehabilitation, creditor adjustment, or insolvency, local, state or federal, by or against Maker, or the appointment of a trustee, receiver, executor, conservator, liquidator, or other judicial representative, similar or similar, for Maker or any of Maker's property, provided that such proceeding is not dismissed within thirty (30) days after commencement;

(e) The taking of any action by Maker in connection with the dissolution, liquidation, or termination of existence of Maker; or

(f) The attachment or seizure of or levy upon any material portion of the property of Maker.

Upon the occurrence of an Event of Default, the entire unpaid principal balance together with accrued and unpaid interest therein shall be immediately due and payable.

Failure of Payee to exercise any right granted hereunder shall not constitute a waiver of the right to the later exercise thereof. Demands, presentment for payment, protest, notice of dishonor or nonpayment and notice of the exercise of any option hereunder are hereby waived by Maker.

Upon the occurrence of an Event of Default:

(a) Payee may, at Payee's option, (1) declare the entire outstanding principal balance due hereunder, including all accrued interest thereon, immediately due and payable in full, without further notice to or demand on Maker of any kind whatsoever and without presentation, demand or protest, all of which are hereby expressly waived by Maker; and/or (2) e**x**ercise from time to time any and all rights and remedies available to Payee under applicable law, including, without limitation, the right to collect from Maker all sums due under this Note and all costs and expenses of collection (including, without limitation, reasonable attorneys' fees and court costs); and

(b) Maker shall continue to pay interest, at the rate of eighteen percent (18%) per annum (but in no event higher than the maximum rate permitted by applicable law), on the outstanding balance due hereunder, and on any judgment obtained by Payee with respect hereto, notwithstanding the occurrence of any Event of Default, the acceleration or maturity of sums due hereunder, the obtaining of a judgment with respect hereto, any foreclosures, execution or sale pursuant to such judgment, or any other event or circumstances similar or dissimilar to any of the foregoing.

Maker hereby expressly waives all notices, demands for payment, presentments for payment, notices of intention to accelerate, protests, and notice of protests as to this Note and to each and every installment due hereunder.

Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by Payee, and no course of dealing between Maker and Payee, shall constitute a waiver of, or shall preclude any other or further exercise of, any right, power or remedy by Payee. All remedies provided by this Note are in addition to all other remedies provided by law.

This Note shall not b*e* non-negotiable.

This Note shall be governed by and construed in accordance with the laws of the State of Florida, shall inure to the benefit of Payee and Payee's successors and permitted assigns and shall be binding upon Maker and Maker's successors and permitted assigns.

Any claims, controversies, disputes, or differences among the parties hereto or any persons hereby shall be resolved by arbitration pursuant to the terms set forth in Article IX of the Shareholders' Agreement.

If any provision of this Note is construed to be invalid, illegal or unenforceable by any judicial or administrative authority, the validity and enforceability of the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

This Note, and the other agreements referenced herein, constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, by and between Payee and Maker with respect to the subject matter hereof.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned Maker has caused this Note to be executed by its duly authorized officer as of the date first set forth above.

[MAKER]

By: _____

Name:
Title:

Exhibit D

Subscription Agreement

SUBSCRIPTION # ___

AGE REVERSAL THERAPEUTICS, INC.

SUBSCRIPTION AGREEMENT – COMMON STOCK – PRIVATE PLACEMENT OFFERING

The undersigned "Subscriber", on the terms and conditions herein set forth, hereby irrevocable submits this subscription agreement (the "Subscription Agreement") to AGE REVERSAL THERAPEUTICS, INC., a Florida corporation (the "Company"), in connection with a private offering by the Company (the "Offering") to raise working capital of up to $25,000,000.00 (up to $30,000,000 if the over-allotment option is fully subscribed) through the sale to investors of 5,000,000 shares (6,000,000 Shares if the over-allotment option is fully subscribed) common stock, par value $0.001 per share of the Company (each, a "Share" and, collectively the "Shares") at $5.00 per Share.

1. Subscription for the Purchase of Shares.

The undersigned hereby subscribes to purchase Shares at $5.00 per Share for a total subscription in an amount set forth on the signature page hereto executed by the Subscriber (the "Subscription Price"). In this regard, the Investor agrees to forward payment in the amount of the Subscription Price either:

(a) by wiring payment of the Subscription Price to the account set forth below:

For Domestic Wires:

Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA# 121000248
For Credit To: Legal & Compliance, LLC IOTA Trust Account
Account Number – 2000057977252
Re: Age Reversal Subscription Proceeds

For International Wires:

Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
Swift Code WFBIUS6S
For Credit To: Legal & Compliance, LLC IOTA Trust Account
Account Number – 2000057977252
Re: Age Reversal Subscription Proceeds

OR

(b) by mailing a certified check, payable to **Legal & Compliance, LLC IOTA Trust Account**, as follows:

Legal & Compliance LLC
330 Clematis Street, Suite 217
West Palm Beach, FL 33401
Attn. Laura Anthony, Esq. and Lazarus Rothstein, Esq.

Include the following memo: Age Reversal Subscription Proceeds

The Company's private offering of Shares is being made to "accredited" investors within the meaning of Rule 506 of Regulation D promulgated by the Securities Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act").

The undersigned agrees to execute this Subscription Agreement and if by mail, send to the Company. You as an individual or you on behalf of the subscribing entity are being asked to complete this Subscription Agreement

so that a determination can be made as to whether or not you (it) are qualified to purchase the Shares under applicable federal and state securities laws. Your answers to the questions contained herein must be true and correct in all respects, and a false representation by you may constitute a violation of law for which a claim for damages may be made against you.

Your answers will be kept strictly confidential; however, by signing this Subscription Agreement, you will be authorizing the Company to present a completed copy of this Subscription Agreement to such parties as they may deem appropriate in order to make certain that the offer and sale of the securities will not result in a violation of the Securities Act or of the securities laws of any state.

All questions must be answered. If the appropriate answer is "None" or "Not Applicable," please state so. Please print or type your answers to all questions and attach additional sheets if necessary to complete your answers to any item. Please initial any corrections.

2. **Offer to Purchase.** Subscriber hereby irrevocably offers to purchase the Shares and tenders herewith the Subscription Price set forth on the Subscriber Signature Page attached hereto. Subscriber recognizes and agrees that (i) this subscription is irrevocable and, if Subscriber is a natural person, shall survive Subscriber's death, disability or other incapacity, and (ii) the Company has complete discretion to accept or to reject this Subscription Agreement in its entirety and shall have no liability for any rejection of this Subscription Agreement. This Subscription Agreement shall be deemed to be accepted by the Company only when it is executed by the Company.

3. **Effect of Acceptance.** Subscriber hereby acknowledges and agrees that on the Company's acceptance of this Subscription Agreement, it shall become a binding and fully enforceable agreement between the Company and the Subscriber. As a result, upon acceptance by the Company of this Subscription Agreement, Subscriber will become the record and beneficial holder of the Shares and the Company will be entitled to receive the purchase price of the Shares as specified herein.

4. **Representation as to Investor Status.**

   a) **Accredited Investor.** In order for the Company to sell the Shares (in conformance with state and federal securities laws), the following information must be obtained regarding Subscriber's investor status. Please **initial each item applicable** to you as an investor in the Company.

_____ (i) A natural person whose net worth, either individually or jointly with such person's spouse, at the time of Subscriber's purchase, exceeds $1,000,000;

_____ (ii) A natural person who had an individual income in excess of $200,000, or joint income with that person's spouse in excess of $300,000, in each of the two most recent years and reasonably expects to reach the same income level in the current year;

_____ (iii) A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity;

_____ (iv) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act");

_____ (v) An insurance company as defined in section 2(13) of the Exchange Act;

_____ (vi) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;

_____ (vii) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

_____ (viii) A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state, or its political subdivisions for the benefit of its employees, if such plan has total assets in excess of $5,000,000;

_____ (ix) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

_____ (x) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

_____ (xi) An organization described in Section 501(c)(3) of the Internal Revenue Code, or a corporation, business trust or partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of $5,000,000;

_____ (xii) A director or executive officer of the Company;

_____ (xiii) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Shares, whose purchase is directed by a sophisticated person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of investing in the Company;

_____ (n) An entity in which <u>all</u> of the equity owners qualify under any of the above subparagraphs.

_____ (o) Subscriber does not qualify under any of the investor categories set forth in (i) through (xii) above.

b) Net Worth. The term "net worth" means the excess of total assets over total liabilities (including personal and real property, but excluding the estimated fair market value of a person's primary home).

c) Income. In determining individual "income," Subscriber should add to Subscriber's individual taxable adjusted gross income (exclusive of any spousal income) any amounts attributable to tax exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depletion, contributions to an IRA or Keogh retirement plan, alimony payments, and any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income.

d) Type of Subscriber. Indicate the form of entity of Subscriber:

☐ Individual ☐ Limited Partnership
☐ Corporation ☐ General Partnership
☐ Revocable Trust
☐ Other Type of Trust (indicate type): _____
☐ Other (indicate form of organization): _____

(i) If Subscriber is not an individual, indicate the approximate date Subscriber entity was formed: _____.

(ii) If Subscriber is not an individual, **<u>initial</u>** the line below which correctly describes the application of the following statement to Subscriber's situation: Subscriber (x) was not organized or reorganized for the specific purpose of acquiring the Shares and (y) has made investments prior to the date hereof, and each

beneficial owner thereof has and will share in the investment in proportion to his or her ownership interest in Subscriber.

_____ True

_____ False

If the "False" box is checked, each person participating in the entity will be required to fill out a Subscription Agreement.

5. **Additional Representations and Warranties of Subscriber.** Subscriber hereby represents and warrants to the Company as follows:

a) Subscriber has been furnished the Confidential Private Placement Memorandum dated August 1, 2016 relating to the Company and the Shares (the "Memorandum") and, if requested by the Subscriber, other documents. The Subscriber has carefully read the Memorandum and any such other requested documents. Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the Company, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's control. Additionally, Subscriber understands and represents that he, she or it is purchasing the Shares notwithstanding the fact that the Company may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the Shares. Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

b) Subscriber has read and understood, and is familiar with, this Subscription Agreement, the Shares and the business and financial affairs of the Company.

c) Subscriber has been furnished with all documents and materials relating to the business, finances and operations of the Company and its subsidiaries and information that Subscriber requested and deemed material to making an informed investment decision regarding its purchase of the Shares. Subscriber has been afforded the opportunity to review such documents and materials and the information contained therein. Subscriber has been afforded the opportunity to ask questions of the Company and its management. Subscriber understands that such discussions, as well as any written information provided by the Company, were intended to describe the aspects of the Company's and its subsidiaries' business and prospects which the Company believes to be material, but were not necessarily a thorough or exhaustive description, and except as expressly set forth in this Subscription Agreement, the Company makes no representation or warranty with respect to the completeness of such information and makes no representation or warranty of any kind with respect to any information provided by any entity other than the Company. Some of such information may include projections as to the future performance of the

Company and its subsidiaries, which projections may not be realized, may be based on assumptions which may not be correct and may be subject to numerous factors beyond the Company's and its subsidiaries' control. Additionally, Subscriber understands and represents that he is purchasing the Shares notwithstanding the fact that the Company and its subsidiaries, if any, may disclose in the future certain material information that the Subscriber has not received, including the financial results of the Company and its subsidiaries for their current fiscal quarters. Neither such inquiries nor any other due diligence investigations conducted by such Subscriber shall modify, amend or affect such Subscriber's right to rely on the Company's representations and warranties, if any, contained in this Subscription Agreement. Subscriber has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its investment in the Shares.

d) Subscriber, either personally, or together with his advisors (other than any securities broker/dealers who may receive compensation from the sale of any of the Shares), has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares, is able to bear the risks of an investment in the Shares and understands the risks of, and other considerations relating to, a purchase of a Share, including the matters set forth under the caption "Risk Factors" in the Memorandum. The Subscriber and its advisors have had a reasonable opportunity to ask questions of and receive answers from the Company concerning the Shares. Subscriber's financial condition is such that Subscriber is able to bear the risk of holding the Shares that Subscriber may acquire pursuant to this Subscription Agreement, for an indefinite period of time, and the risk of loss of Subscriber's entire investment in the Company.

e) Subscriber has investigated the acquisition of the Shares to the extent Subscriber deemed necessary or desirable and the Company has provided Subscriber with any reasonable assistance Subscriber has requested in connection therewith.

f) The Shares are being acquired for Subscriber's own account for investment, with no intention by Subscriber to distribute or sell any portion thereof within the meaning of the Securities Act, and will not be transferred by Subscriber in violation of the Securities Act or the then applicable rules or regulations thereunder. No one other than Subscriber has any interest in or any right to acquire the Shares. Subscriber understands and acknowledges that the Company will have no obligation to recognize the ownership, beneficial or otherwise, of the Shares by anyone but Subscriber.

g) No representations or warranties have been made to Subscriber by the Company, or any representative of the Company, or any securities broker/dealer, other than as set forth in this Subscription Agreement.

h) Subscriber is aware that Subscriber's rights to transfer the Shares is restricted by the Securities Act and applicable state securities laws, and Subscriber will not offer for sale, sell or otherwise transfer the Shares without registration under the Securities Act and qualification under the securities laws of all applicable states, unless such sale would be exempt therefrom.

i) Subscriber understands and agrees that the Shares it acquires have not been registered under the Securities Act or any state securities act in reliance on exemptions therefrom and that the Company has no obligation to register any of the Shares offered by the Company.

j) The Subscriber has had an opportunity to ask questions of, and receive answers from, representatives of the Company concerning the terms and conditions of this investment and all such questions have been answered to the full satisfaction of the undersigned. Subscriber understands that no person other than the Company has been authorized to make any representation and if made, such representation may not be relied on unless it is made in writing and signed by the Company. The Company has not, however, rendered any investment advice to the undersigned with respect to the suitability.

k) Rule 506(c) of Regulation D under the Securities Act permits a company offering securities to investors in a private offering to solicit and advertise that offering to the general public, provided that: (i) the company only sells the securities to "accredited investors," as defined by the Securities and Exchange Commission

("SEC"); (ii) the company takes "reasonable steps" to verify that all those purchasers meet the SEC's accredited investor requirements; and (iii) the offering meets the other applicable requirements of Rule 506. Accordingly, the Subscriber acknowledges that, to the extent applicable, the Company will seek to comply with the Rule 506(c) of Regulation D and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "Rule 506(c) Provisions"). In furtherance of these efforts, the Subscriber agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the Rule 506(c) Provisions, including without limitation, tax returns and/or a certification from a U.S. licensed attorney or certified public accountant that the Subscriber is an "accredited investor" as that term is defined in Rule 501 of Regulation D. Furthermore, such methods also include, without limitation, (1) review of an investor's income tax returns and filings along with a written representation that the person reasonably expects to reach the level necessary to qualify as an accredited investor during the current year, (2) review of one or more of the following, dated within three months, together with a written representation that all liabilities necessary to determine net worth have been disclosed; for assets: bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments and appraiser reports issued by third parties and for liabilities, credit report from a nationwide agency, (3) obtaining a written confirmation from a registered broker-dealer, an SEC registered investment advisor, a licensed attorney, or a CPA that such person or entity has taken reasonable steps to verify that the purchaser is an accredited investor within the prior three months. Attached to this Subscription Agreement as Exhibit A is an Accredited Status Certification Letter that Subscriber may provide to the Company to assist it in its determination of whether Subscriber meets the accredited investor requirements discussed above.

l) Subscriber understands that the certificates or other instruments representing the securities included in the Shares (the "Securities") shall bear a restrictive legend in substantially the following form (and a stop transfer order may be placed against transfer of such certificates):

THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO ANY EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER AND UNDER APPLICABLE STATE LAW, THE AVAILABILITY OF WHICH MUST BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY.

m) Subscriber also acknowledges and agrees to the following:

i) an investment in the Shares is highly speculative and involves a high degree of risk of loss of the entire investment in the Company; and

ii) there is no assurance that a public market for the will be available and that, as a result, Subscriber may not be able to liquidate Subscriber's investment in the Shares should a need arise to do so.

n) Subscriber is not dependent for liquidity on any of the amounts Subscriber is investing in the Shares.

o) Subscriber's address set forth below is his or her correct residence address.

p) Subscriber has full power and authority to make the representations referred to herein, to purchase the Shares and to execute and deliver this Subscription Agreement.

q) Subscriber understands that the foregoing representations and warranties are to be relied upon by the Company as a basis for the exemptions from registration and qualification of the sale of the Shares under the federal and state securities laws and for other purposes.

6. Representations and Warranties Regarding Patriot Act; Anti-Money Laundering; OFAC. The Subscriber should check the Office of Foreign Assets Control ("OFAC") website at http://www.treas.gov/ofac

before making the following representations. Subscriber hereby represents and warrants to the Company as follows:

a) The Subscriber represents that (i) no part of the funds used by the Subscriber to acquire the Shares or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Company by the Subscriber and no distribution to the Subscriber shall cause the Company to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in the Memorandum or any other agreement, to the extent required by any anti-money laundering law or regulation, the Company may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Shares, and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith. U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at http://www.treas.gov/ofac. In addition, the programs administered by OFAC (the "OFAC Programs") prohibit dealing with individuals[1] or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.

b) To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the Company may not accept any amounts from a prospective investor if such prospective investor cannot make the representation set forth in this paragraph. The Subscriber agrees to promptly notify the Company should the Subscriber become aware of any change in the information set forth in these representations. The Subscriber understands and acknowledges that, by law, the Company may be obligated to "freeze the account" of the Subscriber, either by prohibiting additional subscriptions from the Subscriber, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Subscriber's identity to OFAC. The Subscriber further acknowledges that the Company may, by written notice to the Subscriber, suspend the redemption rights, if any, of the Subscriber if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any Broker or any of the Company's other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

c) To the best of the Subscriber's knowledge, none of: (1) the Subscriber; (2) any person controlling or controlled by the Subscriber; (3) if the Subscriber is a privately-held entity, any person having a beneficial interest in the Subscriber; or (4) any person for whom the Subscriber is acting as agent or nominee in connection with this investment is a senior foreign political figure[2], or any immediate family[3] member or close associate[4] of a senior foreign political figure, as such terms are defined in the footnotes below.

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[1] These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

[2] A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a

d) If the Subscriber is affiliated with a non-U.S. banking institution (a "Foreign Bank"), or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Subscriber represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than 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 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.

e) The Subscriber acknowledges that, to the extent applicable, the Company will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the "FATCA Provisions"). In furtherance of these efforts, the Subscriber agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the FATCA Provisions. The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in the Memorandum, any side letter or any other agreement, the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the Subscriber and such other reasonably necessary or advisable action by the Company with respect to the Shares (including, without limitation, required withdrawal), and the Subscriber shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith

ANTI MONEY LAUNDERING REQUIREMENTS

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senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

[3] "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

[4] A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

The USA PATRIOT Act	What is money laundering?	How big is the problem and why is it important?
The USA PATRIOT Act is designed to detect, deter, and punish terrorists in the United States and abroad. The Act imposes new anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all brokerage firms have been required to have new, comprehensive anti-money laundering programs. To help you understand these efforts, we want to provide you with some information about money laundering and our steps to implement the USA PATRIOT Act.	Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering, and terrorism.	The use of the U.S. financial system by criminals to facilitate terrorism or other crimes could well taint our financial markets. According to the U.S. State Department, one recent estimate puts the amount of worldwide money laundering activity at US$1 trillion a year.

What are we required to do to eliminate money laundering?	
Under new rules required by the USA PATRIOT Act, our anti-money laundering program must designate a special compliance officer, set up employee training, conduct independent audits, and establish policies and procedures to detect and report suspicious transaction and ensure compliance with the new laws.	As part of our required program, we may ask you to provide various identification documents or other information. Until you provide the information or documents we need, we may not be able to effect any transactions for you.

The foregoing representations and warranties are true and accurate as of the date hereof and shall survive such date. If any of the above representations and warranties shall cease to be true and accurate prior to the acceptance of this Subscription Agreement, Subscriber shall give prompt notice of such fact to the Company by telegram, or facsimile or e-mail, specifying which representations and warranties are not true and accurate and the reasons therefor.

7. **Indemnification.** Subscriber acknowledges that Subscriber understands the meaning and legal consequences of the representations and warranties made by Subscriber herein, and that the Company is relying on such representations and warranties in making the determination to accept or reject this Subscription Agreement. Subscriber hereby agrees to indemnify and hold harmless the Company and each employee and agent thereof from and against any and all losses, damages or liabilities due to or arising out of a breach of any representation or warranty of Subscriber contained in this Subscription Agreement.

8. **Transferability.** Subscriber agrees not to transfer or assign this Subscription Agreement, or any interest herein, and further agrees that the assignment and transferability of the Shares acquired pursuant hereto shall be made only in accordance with applicable federal and state securities laws.

9. **Termination of Agreement; Return of Funds.** In the event that, for any reason, this Subscription Agreement is rejected in its entirety by the Company, this Subscription Agreement shall be null and void and of no further force and effect, and no party shall have any rights against any other party hereunder. In the event that the Company rejects this Subscription Agreement, the Company shall promptly return or cause to be returned to Subscriber any money tendered hereunder without interest or deduction.

10. **Notices.** All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered by, facsimile or e-mail to Subscriber at the address set forth below and to the Company at the address set forth on the first page of this Subscription Agreement, or at such other place as the Company may designate by written notice to Subscriber.

11. **Amendments.** Neither this Subscription Agreement nor any term hereof may be changed, waived, discharged or terminated except in a writing signed by Subscriber and the Company.

12. **Governing Law.** This Subscription Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Florida, without application of the conflicts of laws provisions thereof.

13. **Headings.** The headings in this Subscription Agreement are for convenience of reference, and shall not by themselves determine the meaning of this Subscription Agreement or of any part hereof.

14. **Counterparts.** This Subscription Agreement may be executed in any number of counterparts with the same force and effect as if all parties had executed the same document. The execution and delivery of a facsimile or other electronic transmission of this Subscription Agreement shall constitute delivery of an executed original and shall be binding upon the person whose signature appears on the transmitted copy.

15. **Continuing Obligation of Subscriber to Confirm Investor Status**. Upon the request of the Company and for as long as the Subscriber holds Shares or other securities in the Company, the Subscriber shall confirm Subscriber's investor status as an "Accredited Investor", as defined by the Securities and Exchange Commission at the time of such request. In connection therewith, the Company shall deliver to the Subscriber a questionnaire that elicits the necessary information to determine the Subscriber's investor status. Upon receipt of the questionnaire, the Subscriber shall: (i) complete it, (ii) execute the signature page therein, and (iii) return it to the Company, or its designee, in accordance with the instructions therein, no later than ten (10) days after receipt of the questionnaire.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SUBSCRIBER SIGNATURE PAGE

In witness whereof, the parties hereto have executed this Subscription Agreement as of the dates set forth below.

Dated: _____, 2016.

No. of Shares Subscribed For: _____

Subscription Price Per Share: $5.00

Subscription Price
(No. Shares times $5.00): $_____

Name of Purchaser (Entity): _____

Signature(s): _____

Name (Please Print): _____

Residence Address: _____

_____

Phone Number: (_____) _____-_____

Cellular Number: (_____) _____-_____

EIN/Social Security Number: _____

Email address: _____@_____

ACCEPTANCE

AGE REVERSAL THERAPEUTICS, INC.
a Florida corporation

Date: _____, 2016.

By: _____
Name: _____
Title: _____

EXHIBIT A

[CERTIFIER LETTERHEAD]

Accredited Status Certification Letter

[Date]

[Issuer name and address]

Re: Determination of Accredited status

Dear [ ]:

[Client name] ("Client") has asked us to provide [name of issuer] with this letter to assist you in your determination of whether Client is an "accredited investor" as defined in Rule 501(a) of the Securities Act of 1933, as amended (the "Securities Act").

[I/We] hereby certify that [I/we] [am/are] (please check the appropriate box):

- [ ] a registered broker-dealer, as defined in the Securities Exchange Act of 1934;
- [ ] an investment adviser registered with the Securities and Exchange Commission;
- [ ] a licensed attorney in good standing under the laws of the jurisdictions in which I am admitted to practice law; or
- [ ] a certified public accountant in good standing under the laws of the place of my residence or principal office.

We draw your attention to the fact that the determination of whether a person is an accredited investor is a factual question and therefore not susceptible to a legal opinion. Accordingly, this letter is not a legal opinion and we make no representations about whether Client is an accredited investor or whether this letter is sufficient for your purposes.

In connection with this letter, we have examined and relied upon the original or copies of the following documents (the "Client Materials"):

- Tax returns for the years [ ] and [ ] (each, a "Tax Year") filed by Client and [his/her] spouse on Form 1040 (the "Tax Returns"), accompanied by a certificate of the Client that that the copies of the Tax Returns provided were true, correct and complete, filed with the appropriate office of the Internal Revenue Service, prepared in full compliance with applicable law and governmental regulations and have not been amended.
- A certificate executed by Client and [his/her] spouse, attached hereto, addressed to the Issuer and us, stating such persons: (i) have had a joint income in excess of $300,000 in each of the two most-recent years and a reasonable expectation of joint income in the current year in excess of $300,000; or (ii) have a joint "net worth" with Client's spouse in excess of $1,000,000,
- A certificate executed by Client, attached hereto, addressed to the Issuer and us, stating such person: (i) has had an individual income in excess of $200,000 in each of the two most-recent years and a reasonable

expectation of income in the current year in excess of $200,000; or (ii) has an individual "net worth" in excess of $1,000,000.

- Form 1099 filed with the Internal Revenue Service by Client [and [his/her] spouse] for the two most-recent years;

- Schedule K-1 of Form 1065 filed with the Internal Revenue Service by Client [and [his/her] spouse] for the two most recent-years;

- Form W-2 issued by the Internal Revenue Service to Client [and [his/her] spouse] for the two most recent-years;

- Other Internal Revenue Service documents (please specify): _____.

- bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, or appraisal reports issued by independent third parties to Client, dated within three months of the date of this Letter;

- a consumer or credit report from at least one of the nationwide consumer reporting agencies indicating Client's liabilities, dated within three months of the date of this Letter;

- other documents (please specify): _____.

We have not conducted any other investigation or inquiries of Client, and have not determined whether the above documents were accurately prepared, agree with source documents, were properly filed or otherwise.

By rendering this letter, we do not intend to waive any attorney-client privilege, as applicable. This letter is limited to the matters set forth herein and speaks only as of the date hereof. Nothing may be inferred or implied beyond the matters expressly contained herein. This letter may be relied upon by you and only in connection with an offering under Rule 506(c) and only for 30 days from the date of this letter. This letter may not be used, quoted from, referred to or relied upon by you or by any other person for any other purpose, nor may copies be delivered to any other person, without in each instance our express prior written consent. We assume no obligation to update this letter.

Very truly yours,

[CERTIFIER]:

By:_____
Name:_____
Title:_____

CERTIFICATION OF CLIENT

The undersigned, being the Client identified above, by my signature below, hereby represents and warrants that the following statements are true, correct, and complete as of the date of my signature below (the "**Certification Date**"):

- All Client Materials referenced above are true, correct and complete as of the Certification Date;
- I have fully and accurately disclosed all liabilities that are required to be included in the calculation of my net worth as described above; and
- If I am relying on my income and/or that of my spouse to satisfy the requirements for being an accredited investor, I have a reasonable expectation of reaching individual income in excess of $200,000 or joint income with my spouse in excess of $300,000 in the current year.

I hereby affirm that the foregoing is accurate and complete.

Date: _____

Client Signature:_____

Client Name: _____