

COPY NO. _____

.....
Name of Offeree

VENUS VENTURES LLC
An Illinois Limited Liability Company

\$18,000,000 OFFERING

360 UNITS OFFERED

(Consisting of One (1) Preferred Series A Non-Voting Membership Interest per Unit)

Offering Price: \$50,000 Per Unit

Minimum Subscription: One Unit

FOR ACCREDITED INVESTORS ONLY

THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR ANY OTHER COMMISSION OR REGULATORY AUTHORITY, NOR HAS ANY SUCH COMMISSION, AUTHORITY, OR ATTORNEY GENERAL DETERMINED WHETHER IT IS ACCURATE OR COMPLETE OR PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THESE ARE SPECULATIVE SECURITIES AND INVOLVE A HIGH DEGREE OF RISK. SEE "RISK FACTORS" BEGINNING ON PAGE 10.

THE SECURITIES OFFERED ARE FOR SALE ONLY TO A SELECT GROUP OF ACCREDITED INVESTORS (SEE "EXECUTIVE SUMMARY – INVESTOR SUITABILITY REQUIREMENTS" ON PAGE 8).

In the event you decide not to participate in this Offering, please return the entire Confidential Offering Memorandum to the principal office of the Company as set forth below:

Venus Ventures LLC
1635 W. Wise Road, Ste 9
Schaumburg, IL 60193

The date of this Confidential Private Placement Memorandum is July 21, 2025.

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FOR ACCREDITED INVESTORS ONLY

This Confidential Private Placement Memorandum (the “Memorandum”) relates to the offer and sale to a select group of accredited investors of Preferred Series A Non-Voting Units (“Unit”) of the securities of Venus Ventures LLC (the “Company”) at an offering price of \$50,000 per Unit for an aggregate maximum offering price of \$18,000,000 (the “Offering”). The minimum subscription by an investor is one (1) Unit (\$50,000 minimum investment).

All of the Units will be sold on a “best-efforts” basis which means that net Offering proceeds will be available to the Company upon receipt, acceptance and clearance thereof and that no minimum amount of Unit sales will be required in order to complete and close this Offering. There can be no assurance that all of the Units offered will be subscribed for.

The Company reserves the right in its sole discretion to sell fractionalized Units, and may accept investments of less than \$50,000 (one Unit).

	Price Paid by Investors	Proceeds to the Company ⁽¹⁾
Per Unit Minimum:	\$50,000	\$50,000
Maximum Offering:	\$18,000,000	\$18,000,000

- (1) Before deducting offering expenses payable by the Company, estimated to be up to \$15,000, and, in the event the Company elects to retain a qualified placement agent, we do not intend to pay more than 2.5% of capital, excluding potential commissions paid to such placement agent in accordance with federal securities law and the securities law of the various states, including but not limited to the issuance of warrants and/or other securities of the Company as part of such commissions, subject to applicable securities laws and this Memorandum.

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Confidential Private Placement Memorandum • Venus Ventures LLC

The Units will be offered and sold on behalf of the Company by certain managers, officers and/or employees of the Company. The Company may also utilize the services of selected broker-dealers who are members of the Financial Industry Regulatory Authority ("FINRA") in connection with the offer and sale of the Units. None of the managers, officers, and/or employees of the Company will be compensated in any way for offering or selling securities on behalf of the Company.

An investment in the Units involves a high degree of risk. Prospective investors in the Units should thoroughly consider this Memorandum and certain special considerations concerning the Company described herein. See "RISK FACTORS" below. An investment in the Units offered hereby is suitable only for, and may be made only by, select investors who have no need for liquidity of investment and understand and can afford the high financial risks of an investment in the Units, including the potential for a complete loss of their investment. There is currently no trading market for any securities of the Company, nor is it expected or assured that such market will develop in the foreseeable future.

The Units and underlying securities have not been approved or disapproved by the Securities and Exchange Commission (the "SEC") or any state securities commission, nor has the Securities and Exchange Commission or any state securities commission passed upon the accuracy or adequacy of this Memorandum. Any representation to the contrary is a criminal offense.

The Units and underlying securities of the Company are speculative by nature and are intended for a limited number of select investors. Each prospective investor should carefully review this Memorandum and the relevant documents referred to herein before deciding to invest in the Company.

THE MEMORANDUM IS SUBMITTED TO YOU ON A CONFIDENTIAL BASIS SOLELY IN CONNECTION WITH YOUR CONSIDERATION OF AN INVESTMENT IN THE SECURITIES OF VENUS VENTURES LLC, AN ILLINOIS LIMITED LIABILITY COMPANY. DUE TO THE CONFIDENTIAL NATURE OF THIS MEMORANDUM, ITS USE FOR ANY OTHER PURPOSE MIGHT INVOLVE SERIOUS LEGAL CONSEQUENCES. CONSEQUENTLY, THIS MEMORANDUM MAY NOT BE REPRODUCED IN WHOLE OR IN PART, AND MAY NOT BE DELIVERED TO ANY OTHER PERSON (OTHER THAN YOUR FINANCIAL ADVISOR) WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY'S MANAGER.

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GENERAL NOTICES AND REPRESENTATIONS

This Memorandum is furnished on a confidential basis. This Memorandum constitutes an offer of securities only to the person to whom it is specifically delivered for that purpose ("Offeree"), and is provided solely for the purpose of evaluating an investment in the Company. By accepting delivery of this Memorandum and receiving any other oral or written information provided by the Company in connection with the Offering, each Offeree agrees (a) to keep confidential the contents of this Memorandum and such other information and not to disclose the same to any third party or otherwise use the same for any purpose other than evaluating an investment in the Company, and (b) not to copy, in whole or in part, this Memorandum or any other written information provided by the Company in connection herewith. Each Offeree further agrees to return this Memorandum and any such written information to Venus Ventures LLC, 1635 W. Wise Road, Ste 9, Schaumburg, IL 60193; attention: Manen Kothari, CEO, in the event that (i) the Offeree does not subscribe to purchase any Units, (ii) no portion of the Offeree's subscription is accepted, or (iii) the Offering is terminated or withdrawn.

To the extent applicable, the Units offered hereby have not been registered under the U.S. federal Securities Act of 1933, as amended (the "Securities Act") or any U.S. state securities laws, in reliance upon exemptions therefrom. If applicable, the Units may not be sold, transferred, pledged or otherwise disposed of in the absence of registration under the Securities Act and under any applicable U.S. state securities or blue sky laws unless pursuant to exemptions therefrom. This Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy, any Units offered hereby to any person in any jurisdiction in which it is unlawful to make such an offer or solicitation to such person. This Memorandum does not constitute an offer if the prospective investor is not qualified under applicable securities laws.

In determining whether to invest in the Units, each person must rely upon his, her or its own examination of the Company and the terms of the Offering made hereby, including the merits and risks involved. The Company expects that, prior to the closing for the Offering made hereby, it will afford prospective investors in the Units an opportunity to ask questions of representatives of the Company concerning the Company and the terms of the Offering and to obtain additional relevant information to the extent the Company possesses such information or can obtain it without unreasonable effort or expense. Except as aforesaid, no person is authorized in connection with the Offering to give any information or make any representation not contained in this Memorandum, and, if given or made, such information or representation must not be relied upon as having been authorized by the Company. The information contained in this Memorandum also supersedes any information concerning the Company or the terms of any investment therein provided to any prospective investor prior to the date of this Memorandum.

The Company makes no express or implied representation or warranty as to the attainability of any forecasted financial information that may be expressed or implied herein or as to the accuracy or completeness of the assumptions from which that forecasted information is derived. It must be recognized that the projections of the Company's future performance are necessarily subject to a high degree of uncertainty, that actual results can be expected to vary from the results projected and that such variances may be material and adverse. Prospective investors are expected to conduct their own investigation with regard to the Company and its prospects. It is expected that each Offeree will pursue his, her or its own independent investigation with respect to the forecasted financial information included herein. Prospective investors in the Units are not to construe the contents of this Memorandum as legal, business or tax advice. Each prospective investor in the Units should consult his, her or its own attorney, business advisor and tax advisor as to the legal, business, tax and related matters concerning this Offering.

This Memorandum has been prepared solely for the purpose of the proposed offering of the Units. The Company reserves the right to reject any subscription for the Units, in whole or in part, or to allot less than the number or amount of securities as to which any prospective investor in the Units has subscribed.

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

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION OR ANY U.S. STATE SECURITIES AGENCY, NOR HAS ANY SUCH REGULATORY BODY REVIEWED THIS OFFERING MEMORANDUM FOR ACCURACY OR COMPLETENESS. BECAUSE THESE SECURITIES HAVE NOT BEEN SO REGISTERED, THERE MAY BE RESTRICTIONS ON THEIR TRANSFERABILITY OR RESALE BY AN INVESTOR. EACH PROSPECTIVE INVESTOR SHOULD PROCEED ON THE ASSUMPTION THAT HE MUST BEAR THE ECONOMIC RISKS OF THE INVESTMENT FOR AN INDEFINITE PERIOD, SINCE THE SECURITIES MAY NOT BE SOLD UNLESS, AMONG OTHER THINGS, THEY ARE SUBSEQUENTLY REGISTERED UNDER THE APPLICABLE SECURITIES ACTS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. THERE IS NO TRADING MARKET FOR THE COMPANY'S SECURITIES AND THERE CAN BE NO ASSURANCE THAT ANY MARKET WILL DEVELOP IN THE FUTURE OR THAT THE SECURITIES WILL BE ACCEPTED FOR INCLUSION ON NASDAQ OR ANY OTHER TRADING EXCHANGE AT ANY TIME IN THE FUTURE. THE COMPANY IS NOT OBLIGATED TO REGISTER FOR SALE UNDER EITHER U.S. FEDERAL OR STATE SECURITIES LAWS THE SECURITIES PURCHASED PURSUANT HERETO, AND THE ISSUANCE OF THE SECURITIES IS BEING UNDERTAKEN PURSUANT TO CERTAIN EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT, WHICH MAY INCLUDE WITHOUT LIMITATION THE APPLICABLE RULES UNDER REGULATION D AND/OR REGULATION S UNDER THE SECURITIES ACT. ACCORDINGLY, THE SALE, TRANSFER, OR OTHER DISPOSITION OF ANY OF THE SECURITIES, WHICH ARE PURCHASED PURSUANT HERETO, MAY BE RESTRICTED BY APPLICABLE U.S. FEDERAL OR STATE SECURITIES LAWS AND/OR THE SECURITIES LAWS OF ONE OR MORE FOREIGN COUNTRIES (DEPENDING ON THE RESIDENCY OF THE INVESTOR) AND BY THE PROVISIONS OF THE SUBSCRIPTION AGREEMENT REFERRED TO HEREIN. THE OFFERING PRICE OF THE SECURITIES TO WHICH THE MEMORANDUM RELATES HAS BEEN ARBITRARILY ESTABLISHED BY THE COMPANY AND DOES NOT NECESSARILY BEAR ANY SPECIFIC RELATION TO THE ASSETS, BOOK VALUE OR POTENTIAL EARNINGS OF THE COMPANY OR ANY OTHER RECOGNIZED CRITERIA OF VALUE.

The management of the Company has provided all of the information stated herein. The Company makes no express or implied representation or warranty as to the completeness of this information or, in the case of projections, estimates, future plans, or forward-looking assumptions or statements, as to their attainability or the accuracy and completeness of the assumptions from which they are derived, and it is expected that each prospective investor will pursue his, her, or its own independent investigation. It must be recognized that estimates of the Company's performance are necessarily subject to a high degree of uncertainty and may vary materially from actual results.

This Offering is expected to be conducted as an exempt general solicitation offering under Rule 506(c) of Regulation D under the 1933 Securities Act. Notwithstanding the foregoing, no general solicitation or advertising in whatever form will or may be employed in this Offering of the securities unless conducted in accordance with and pursuant to the applicable "general solicitation" provisions of Rule 506(c) under Regulation D of the Securities Act, as amended, and as promulgated pursuant to Section 201(a) of the Jumpstart Our Business Startups Act.

This Offering is made subject to withdrawal, cancellation, or modification by the Company without notice and solely at the Company's discretion. The Company reserves the right to reject any subscription or to allot to any prospective investor less than the number of Units and/or underlying securities subscribed for by such prospective investor.

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

By acceptance of this Memorandum, prospective investors recognize and accept the need to conduct their own thorough investigation and due diligence before considering a purchase of the Units.

**VENUS VENTURES LLC
1635 W. WISE ROAD, STE 9
SCHAUMBURG, IL 60193
(847) 524-0001**

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U.S. JURISDICTIONAL (NASAA) LEGENDS

The presence of the following legends for any given state reflects only that a legend may be required by that state and should not be construed to mean an offer or sale is being or may be made in that particular state.

If you are uncertain as to whether or not offers or sales may be lawfully made in your state, you are hereby advised to contact the Company. The securities described in this Memorandum have not been registered under any state securities laws (commonly called “Blue Sky” laws). These securities must be acquired for investment purposes only and may not be sold or transferred in the absence of an effective registration of such securities under such laws, or an opinion of counsel acceptable to the Company that such registration is not required.

The Company intends to offer and sell the Securities only to select investors in accordance with the applicable rules and provisions exempting this Offering from registration under Regulation D of the Securities Act, as amended.

NOTICE TO ALABAMA RESIDENTS ONLY: THESE SECURITIES MAY BE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE ALABAMA SECURITIES ACT. A CONFIDENTIAL OFFERING MEMORANDUM RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE ALABAMA SECURITIES COMMISSION. THE COMMISSION DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SECURITIES, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO ARIZONA RESIDENTS ONLY: THESE SECURITIES MAY BE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF ARIZONA. NEITHER THE ARIZONA CORPORATION COMMISSION NOR THE DIRECTOR OF SECURITIES HAVE REVIEWED OR PASSED UPON THE ACCURACY OR COMPLETENESS OF THIS MEMORANDUM OR OTHER SELLING LITERATURE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO CALIFORNIA RESIDENTS ONLY: THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS OFFERING HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFORE PRIOR TO SUCH QUALIFICATIONS IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPTED FROM QUALIFICATION BY THE APPLICABLE PROVISIONS OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS OFFERING ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATIONS BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

NOTICE TO CONNECTICUT RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE CONNECTICUT UNIFORM SECURITIES ACT AND ARE BEING SOLD IN RELIANCE UPON THE APPLICABLE EXEMPTIONS CONTAINED IN SAID ACT. THEY CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER SAID ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BANKING COMMISSIONER OF THE STATE OF CONNECTICUT NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO DELAWARE RESIDENTS ONLY: IF YOU ARE A DELAWARE RESIDENT, YOU ARE HEREBY ADVISED THAT THESE SECURITIES MAY BE OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE DELAWARE SECURITIES ACT. THE SECURITIES CANNOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

NOTICE TO FLORIDA RESIDENTS ONLY: THE SECURITIES DESCRIBED HEREIN HAVE NOT BEEN REGISTERED WITH THE FLORIDA DIVISION OF SECURITIES AND INVESTOR PROTECTION UNDER

THE FLORIDA SECURITIES ACT. THE SECURITIES REFERRED TO HEREIN MAY ONLY BE SOLD TO, AND ACQUIRED BY THE HOLDER IN A TRANSACTION EXEMPT UNDER THE APPLICABLE PROVISIONS OF SAID ACT. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. IN ADDITION, ALL OFFEREEES WHO ARE FLORIDA RESIDENTS SHOULD BE AWARE THAT SECTION 517.061(11)(a)(5) OF THE ACT PROVIDES, IN RELEVANT PART, AS FOLLOWS: "WHEN SALES ARE MADE TO FIVE OR MORE PERSONS IN FLORIDA, ANY SALE IN FLORIDA MADE PURSUANT TO THIS SECTION IS VOIDABLE BY THE PURCHASER IN SUCH SALE EITHER WITHIN 3 DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT OR WITHIN 3 DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER." THE AVAILABILITY OF THE PRIVILEGE TO VOID SALES PURSUANT TO SECTION 517.061(11) IS HEREBY COMMUNICATED TO EACH FLORIDA OFFEREE. EACH PERSON ENTITLED TO EXERCISE THE PRIVILEGE TO AVOID SALES GRANTED BY SECTION 517.061 (11)(A)(5) AND WHO WISHES TO EXERCISE SUCH RIGHT, MUST, WITHIN 3 DAYS AFTER THE TENDER OF ANY AMOUNT TO THE COMPANY OR TO ANY AGENT OF THE COMPANY (INCLUDING THE SELLING AGENT OR ANY OTHER DEALER ACTING ON BEHALF OF THE PARTNERSHIP OR ANY SALESMAN OF SUCH DEALER) OR AN ESCROW AGENT CAUSE A WRITTEN NOTICE OR TELEGRAM TO BE SENT TO THE COMPANY AT THE ADDRESS PROVIDED IN THIS MEMORANDUM. SUCH LETTER OR TELEGRAM MUST BE SENT AND, IF POSTMARKED, POSTMARKED ON OR PRIOR TO THE END OF THE AFOREMENTIONED THIRD DAY. IF A PERSON IS SENDING A LETTER, IT IS PRUDENT TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ASSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME IT WAS MAILED. SHOULD A PERSON MAKE THIS REQUEST ORALLY, HE MUST ASK FOR WRITTEN CONFIRMATION THAT HIS REQUEST HAS BEEN RECEIVED.

NOTICE TO GEORGIA RESIDENTS ONLY: THESE SECURITIES MAY BE ISSUED OR SOLD IN RELIANCE ON THE APPLICABLE EXEMPTIONS CONTAINED IN THE GEORGIA SECURITIES ACT OF 1973, AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

NOTICE TO ILLINOIS RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECRETARY OF THE STATE OF ILLINOIS NOR HAS THE STATE OF ILLINOIS PASSED UPON THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO INDIANA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE INDIANA BLUE SKY LAW AND MAY ONLY BE OFFERED AND SOLD IN RELIANCE UPON THE APPLICABLE EXEMPTIONS THEREFROM. THEY CANNOT BE RESOLD OR TRANSFERRED UNLESS THEY ARE REGISTERED UNDER THE LAW OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NOTICE TO KENTUCKY RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL INSTITUTIONS OF KENTUCKY NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO MARYLAND RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE MARYLAND SECURITIES ACT AND MAY ONLY BE OFFERED AND SOLD IN RELIANCE UPON APPLICABLE EXEMPTIONS CONTAINED IN SAID ACT. THEY CANNOT BE RESOLD OR TRANSFERRED UNLESS THEY ARE REGISTERED UNDER SAID ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NOTICE TO MASSACHUSETTS RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES ACT OF THIS COMMONWEALTH, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES ACT OF THIS COMMONWEALTH, IF SUCH REGISTRATION IS REQUIRED, OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THESE

SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES DIVISION OF THE COMMONWEALTH OF MASSACHUSETTS NOR HAS THE SECURITIES DIVISION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO MICHIGAN RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE MICHIGAN SECURITIES ACT AND, IF OFFERED IN MICHIGAN OR TO RESIDENTS OF MICHIGAN, ARE BEING SOLD IN RELIANCE UPON THE APPLICABLE EXEMPTIONS CONTAINED IN SUCH ACT. THESE SECURITIES MAY NOT BE RESOLD OR TRANSFERRED UNLESS THEY ARE REGISTERED UNDER THE ACT OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NOTICE TO MINNESOTA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE MINNESOTA BLUE SKY LAW AND MAY ONLY BE SOLD TO MINNESOTA RESIDENTS IN RELIANCE UPON THE APPLICABLE EXEMPTIONS THEREFROM. THEY CANNOT BE RESOLD OR TRANSFERRED UNLESS THEY ARE REGISTERED UNDER THE LAW OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NOTICE TO MISSISSIPPI RESIDENTS ONLY: IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN REGISTERED WITH NOR RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE. INVESTORS SHOULD BE AWARE THAT THEY WOULD BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO MISSOURI RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE MISSOURI SECURITIES ACT, AND IF OFFERED IN MISSOURI OR TO RESIDENTS OF MISSOURI, WILL BE SOLD TO, AND ACQUIRED BY, PURCHASERS IN RELIANCE ON AN APPLICABLE EXEMPTION THEREFROM. UNLESS THE SECURITIES ARE REGISTERED, THEY MAY NOT BE REOFFERED FOR SALE OR RESOLD IN THE STATE OF MISSOURI, EXCEPT AS A SECURITY, OR IN A TRANSACTION, EXEMPT UNDER SUCH ACT.

NOTICE TO NEW HAMPSHIRE RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE NEW HAMPSHIRE SECURITIES ACT, AND IF OFFERED IN NEW HAMPSHIRE OR TO RESIDENTS OF NEW HAMPSHIRE, WILL ONLY BE SOLD TO, AND ACQUIRED BY, PURCHASERS IN RELIANCE ON AN APPLICABLE EXEMPTION THEREFROM. UNLESS THE SECURITIES ARE REGISTERED, THEY MAY NOT BE REOFFERED FOR SALE OR RESOLD IN THE STATE OF NEW HAMPSHIRE, EXCEPT AS A SECURITY, OR IN A TRANSACTION, EXEMPT UNDER SUCH ACT.

NOTICE TO NEW JERSEY RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE NEW JERSEY UNIFORM SECURITIES LAW, AND IF OFFERED IN NEW JERSEY OR TO RESIDENTS OF NEW JERSEY, WILL ONLY BE SOLD TO, AND ACQUIRED BY, PURCHASERS IN RELIANCE ON THE APPLICABLE EXEMPTIONS THEREFROM. IF YOU ARE A NEW JERSEY RESIDENT AND YOU ACCEPT AN OFFER TO PURCHASE THESE SECURITIES PURSUANT TO THIS MEMORANDUM, YOU ARE HEREBY ADVISED THAT THIS MEMORANDUM HAS NOT BEEN FILED WITH OR REVIEWED BY THE BUREAU OF SECURITIES OF THE STATE OF NEW JERSEY. THE BUREAU OF SECURITIES OF THE STATE OF NEW JERSEY HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO NEW YORK RESIDENTS ONLY: THIS DOCUMENT HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK PRIOR TO ITS ISSUANCE AND USE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE COMPANY HAS TAKEN NO STEPS TO CREATE AN AFTER MARKET FOR THE SECURITIES OFFERED HEREIN AND HAS MADE NO ARRANGEMENTS WITH BROKERS OR OTHERS TO TRADE

OR MAKE A MARKET IN SUCH SECURITIES. AT SOME TIME IN THE FUTURE, THE COMPANY MAY ATTEMPT TO ARRANGE FOR INTERESTED BROKERS TO TRADE OR MAKE A MARKET IN THE SECURITIES AND TO QUOTE THE SAME IN A PUBLISHED QUOTATION MEDIUM, HOWEVER, NO SUCH ARRANGEMENTS HAVE BEEN MADE AND THERE IS NO ASSURANCE THAT ANY BROKERS WILL EVER HAVE SUCH AN INTEREST IN THE SECURITIES OF THE COMPANY OR THAT THERE WILL EVER BE A MARKET THEREFORE.

NOTICE TO NEVADA RESIDENTS ONLY: IF ANY INVESTOR ACCEPTS ANY OFFER TO PURCHASE THE SECURITIES, THE INVESTOR IS HEREBY ADVISED THE SECURITIES WILL ONLY BE SOLD TO AND ACQUIRED BY IT/HIM/HER IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE APPLICABLE PROVISIONS OF THE NEVADA SECURITIES LAW. THE INVESTOR IS HEREBY ADVISED THAT THE ATTORNEY GENERAL OF THE STATE OF NEVADA HAS NOT PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING AND THIS DOES NOT CONSTITUTE APPROVAL OF THE ISSUE, OR SALE THEREOF, BY THE BUREAU OF SECURITIES OR THE DEPARTMENT OF LAW AND PUBLIC SAFETY OF THE STATE OF NEVADA. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO NORTH CAROLINA RESIDENTS ONLY: THESE SECURITIES MAY BE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE NORTH CAROLINA SECURITIES ACT. THE NORTH CAROLINA SECURITIES ADMINISTRATION NEITHER RECOMMENDS NOR ENDORSES THE PURCHASE OF ANY SECURITIES, NOR HAS THE ADMINISTRATOR PASSED UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION PROVIDED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO NORTH DAKOTA RESIDENTS ONLY: THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO PENNSYLVANIA RESIDENTS ONLY: EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY THE APPLICABLE PROVISIONS OF THE PENNSYLVANIA SECURITIES ACT, DIRECTLY FROM THE ISSUER OR AFFILIATE OF THIS ISSUER, SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER, UNDERWRITER (IF ANY) OR ANY OTHER PERSON WITHIN TWO (2) BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OF PURCHASE OR, IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO BINDING CONTRACT OF PURCHASE, WITHIN TWO (2) BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED. IF YOU HAVE ACCEPTED AN OFFER TO PURCHASE THESE SECURITIES MADE PURSUANT TO A PROSPECTUS WHICH CONTAINS A NOTICE EXPLAINING YOUR RIGHT TO WITHDRAW YOUR ACCEPTANCE PURSUANT TO SECTION 207(m) OF THE PENNSYLVANIA SECURITIES ACT OF 1972 (70 PS § 1-207(m)), YOU MAY ELECT, WITHIN TWO (2) BUSINESS DAYS AFTER THE FIRST TIME YOU HAVE RECEIVED THIS NOTICE AND A PROSPECTUS TO WITHDRAW FROM YOUR PURCHASE AGREEMENT AND RECEIVE A FULL REFUND OF ALL MONEYS PAID BY YOU. YOUR WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, YOU NEED ONLY SEND A LETTER OR TELEGRAM TO THE ISSUER (OR UNDERWRITER IF ONE IS LISTED ON THE FRONT PAGE OF THE PROSPECTUS) INDICATING YOUR INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED SECOND BUSINESS DAY. IF YOU ARE SENDING A LETTER, IT IS PRUDENT TO SEND IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO EVIDENCE THE TIME WHEN IT WAS MAILED. SHOULD YOU MAKE THIS REQUEST ORALLY, YOU SHOULD ASK WRITTEN CONFIRMATION THAT YOUR REQUEST HAS BEEN RECEIVED. THE SECURITIES HAVE BEEN ISSUED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENT OF THE PENNSYLVANIA SECURITIES ACT OF 1972. NO SUBSEQUENT RESALE OR OTHER DISPOSITION OF THE SECURITIES MAY BE MADE WITHIN 12 MONTHS FOLLOWING THEIR INITIAL SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION, EXCEPT IN ACCORDANCE WITH WAIVERS ESTABLISHED BY RULE OR ORDER OF THE COMMISSION, AND THEREAFTER ONLY PURSUANT TO AN EFFECTIVE REGISTRATION OR EXEMPTION.

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

NOTICE TO WASHINGTON RESIDENTS ONLY: THE ADMINISTRATOR OF SECURITIES HAS NOT REVIEWED THE OFFERING OR THIS MEMORANDUM, AND THE SECURITIES HAVE NOT BEEN REGISTERED IN RELIANCE UPON APPLICABLE EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS CONTAINED IN THE SECURITIES ACT OF WASHINGTON, AND THEREFORE, CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER THE SECURITIES ACT OF WASHINGTON, CHAPTER 21.20 RCW, OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

FOR RESIDENTS OF ALL OTHER JURISDICTIONS: THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL, STATE, OR PROVINCIAL SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

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**OFFERS AND SALES MADE OUTSIDE THE UNITED STATES
WITHOUT REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933**

Our securities may be offered and sold to purchasers outside the United States in accordance with the rules of Regulation S promulgated under the Securities Act and/or such other rules and regulations, as may be applicable under the circumstances. Accordingly, the sale, transfer, or other disposition of any of our securities, which are purchased pursuant hereto, may be restricted by applicable federal securities laws and/or the securities laws of one or more non-U.S. countries (depending on the residency of the investor) and by the provisions of the subscription agreement executed by such purchaser.

In the event that Regulation S applies, each distributor selling securities to a distributor, a dealer, or a person receiving a selling commission, fee or other remuneration, prior to the expiration of a one-year distribution compliance period in the case of equity securities, must send a confirmation or other notice to foreign purchasers stating that such purchasers are subject to the same restrictions on offers and sales that apply to a distributor.

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

Attempted compliance with any rule in Regulation S does not act as an exclusive election; the Company may also claim the availability of any applicable exemption from the registration requirements of the Securities Act. The availability of the Regulation S safe harbor to offers and sales that occur outside of the United States will not be affected by the subsequent offer and sale of these securities into the United States or to U.S. persons during the distribution compliance period, as long as the subsequent offer and sale are made pursuant to registration or an exemption therefrom under the Securities Act.

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

FOREIGN JURISDICTIONAL LEGEND

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

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If you have any questions whatsoever regarding this Offering, or desire any additional information or documents to verify or supplement the information contained in this Memorandum, please write or call:

**VENUS VENTURES LLC
1635 W. WISE ROAD, STE 9
SCHAUMBURG, IL 60193
(847) 524-0001**

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Memorandum and the exhibits attached hereto include “*forward-looking statements*” within the meaning of the Securities Act of 1933. All statements other than statements of historical fact are forward-looking statements.

Forward-looking statements are subject to certain risks, trends and uncertainties that could cause actual results to differ materially from those projected. Among those risks, trends and uncertainties are the Company’s ability to raise sufficient working capital to carry out the business plans, the long-term efficacy of the business plans, general economic conditions, and increased competition.

Although we believe that in making such forward-looking statements, expectations are based upon reasonable assumptions; such statements may be influenced by factors that could cause actual outcomes and results to be materially different from those projected. We cannot assure you that the assumptions upon which these statements are based will prove to have been correct.

When used in this Memorandum, the words “*expect*,” “*anticipate*,” “*intend*,” “*plan*,” “*believe*,” “*seek*,” “*estimate*” and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. Because these forward-looking statements involve risks and uncertainties, actual results could differ materially from those expressed or implied by these forward-looking statements for a number of important reasons, including those discussed under “*Risk Factors*” and elsewhere in this Memorandum.

You should read these statements carefully because they discuss the Company’s expectations about its future performance, contain projections of its future operating results or its future financial condition, or state other “*forward-looking*” information. Before you invest in the Units, you should be aware that the occurrence of any of the contingent factors described under “*RISK FACTORS*” could substantially harm the business, results of operations and financial condition. Upon the occurrence of any of these events, you could lose all or part of your investment.

We cannot guarantee any future results, levels of activity, performance or achievements. Except as required by law, we undertake no obligation to update any of the forward-looking statements in this Memorandum after the date of this Memorandum.

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ABOUT THIS MEMORANDUM

The terms the “Company,” “us,” “our” and “we,” as used in this Memorandum, refer to Venus Ventures LLC, an Illinois limited liability company.

You should rely only on the information contained in this Memorandum. The Company has not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. The Company is not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this Memorandum is accurate as of the date on the front cover of this Memorandum only. The Company’s business, financial condition, results of operations and prospects may have changed since that date.

The following term sheet summarizes the basic terms and conditions on which the Company proposes to sell the Units to certain select investors in an exempt offering, subject to documentation in definitive subscription agreements and to completion of all appropriate due diligence investigations. This summary is qualified in its entirety by the more detailed information appearing elsewhere in this Memorandum and in the documents relating to this transaction, including, without limitation, the Company’s Articles of Organization, Operating Agreement, and the Subscription Agreement for the Units.

EXECUTIVE SUMMARY

The Business:

The Company is an early-stage real estate investment vehicle that has been formed and organized to acquire, construct, develop, and ultimately resell commercial, mixed-use, multi-family, townhomes and vacant lots throughout Illinois with eventual expansion into California, Texas, Florida and other attractive real estate markets. In addition to investing in real estate properties, if the Company and the Manager see an attractive debt lending opportunity through hard money loans against secured real estate or to make small investments in emerging growth companies then such investments will be made to diversity the Company’s investment portfolio and potential to earn returns for its investors. If there is any excess capital that may be deployed to earn revenue the Company may invest such capital into one of its affiliated real estate projects in the Manager’s sole discretion.

The Company:

Venus Ventures LLC (the “Company”) was organized on January 15, 2025, as a Illinois limited liability company. The Company has generally been involved in limited activities, including research into the real estate market and business planning, since its formation. Accordingly, we have a limited operating history upon which you may evaluate our business and prospects.

The Manager and Voting Rights:

Venus GP LLC, an Illinois limited liability company formed on January 15, 2025, will be the sole manager (the “Manager”) of the Company. The Manager will be responsible for the overall management of the Company and will make all investment decisions in its sole discretion on behalf of the Company. The Manager shall determine whether or not to accept any potential investor as a member of the Company in its sole discretion. The holders of the Company’s Voting Common Membership Interests (as defined in the Company’s Limited Liability Company Operating

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Agreement) are voting members of the Company but only have the authority to call meetings or otherwise vote by written consent in order to elect or remove the Manager in accordance with the provisions of the Company's limited liability company operating agreement. The Company is not offering any Voting Common Membership Interests in this Offering, and investors who purchase the Units will have only non-voting equity interests in the Company. Accordingly, investors in this Offering will have no voting or governance rights whatsoever, and no ability to elect or remove the Manager. See "MANAGEMENT" below.

The Manager intends to contribute two million (\$2,000,000) in capital through its affiliate company as a member/investor to the total eighteen million (\$18,000,000) in the Offering aligning Manager's interests with the investors.

The Offering:

The Company proposes to sell the Units only to certain select accredited investors in an exempt, unregistered offering, through general solicitation, subject to documentation in definitive subscription agreements.

Size of Offering:

The Company is offering Preferred Series A Non-Voting Units ("Unit"), at an offering price of \$50,000 per Unit for an aggregate maximum offering price of \$18,000,000 (the "Offering"). Each Unit will consist of one Preferred Series A-1 Non-Voting Membership Interest of the Company (the "Preferred Series A Interests") The minimum subscription by an investor is one (1) Unit (\$50,000 minimum investment). The Company reserves the right in its sole discretion to sell fractionalized Units, and may accept investments of less than \$50,000.

Price Per Unit:

\$50,000.

Investor Returns:

The Company intends to provide investors with the return of capital and net profits of eighty-five percent (85%) of their Allocable Share of Net Profits (as defined below), on a pro rata basis to be paid out following the occurrence of a Capital Transaction Event (as defined below). However, if the Company has Net Profits from operating income, then such Net Profits shall be distributed annually at the discretion of the Manager.

Management Fees:

The Manager will be paid: i) two percent (2%) guarantor fee on any outstanding loan amount for any property ("Guarantor Fee") and ii) one percent (1%) fee on assets under management (the "Management Fee", and along with Guarantor Fee the "Manager Fees"). The Manager is entitled to be reimbursed for expenses associated with this Offering and acting as Manager of the Company. After paying investors return of capital and investors Allocable Share of Net Profits, the Manager will receive its fifteen percent (15%) of net profits.

The Manager will be paid a one-time fee of fifty thousand dollars (\$50,000) for its due diligence costs as well as assignment and administrative costs related to any acquired real estate property from the Use of Proceeds. See "COMPENSATION TO MANAGEMENT" below.

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Investment Period:

The Company intends to acquire investment properties under its strategy during a five (5) year period subject to one (1) year extension in the sole discretion of the Manager. Once the Company achieves stabilization, expected to be in around 36 – 60 months after close of the Offering, then investors shall expect to receive a return of capital and then distribution of profits from a Capital Transaction Event.

Distribution of Net Profits:

A) If the Company has Net Profits from operating income, then such Net Profits shall be distributed annually at the discretion of the Manager and Unit holders shall receive eighty-five (85%) and the Manager fifteen percent (15%).

B) Once an investor's capital is returned from a Capital Transaction Event, then the Company shall payout to investors their Allocable Share of Net Profits, if any, on a pro rata basis as specified below.

The distribution of net profits of the Company shall occur after a Capital Transaction Event. Net Capital Proceeds (as defined below) will be distributed as follows:

- (i) Unit holders to receive Unrecovered Capital Contribution until it has been reduced to zero;
- (ii) 85% of any remaining Net Capital Proceeds to investors as holders of the Units; and
- (iii) 15% of any remaining Net Capital Proceeds to the Manager as holder of the Voting Common Membership Interests.

A "Capital Transaction Event" occurs upon (a) the sale or refinance of the Property (or portion thereof), (b) the sale of all real estate properties intended to be built on the Property, or (c) the sale of substantially all of the assets of the Company or upon dissolution, as the case may be.

"Net Capital Proceeds" means the excess of sale or re-finance revenue, over sales or re-finance costs and fees, including but not limited to repayment of debt, sales commissions, sales fees, establishment of necessary reserves, cash expenditures incurred incident to the sales process, re-finance/origination fees, broker fees, and any other cash expenditures incurred in the re-finance of the Property. Any reserves returned to the Company by any lending institution or any other source will be considered a Capital Transaction Event and part of Net Capital Proceeds. See "RETURNS TO INVESTORS" below

Return of Capital:

Investors shall receive the return of invested capital along with the from Net Capital Proceeds promptly following the occurrence of a Capital Transaction Event.

A "Capital Transaction Event" occurs upon (a) the sale or refinance of all or substantially all of the assets of the Company or (b) upon liquidation or dissolution, as the case may be.

"Net Capital Proceeds" means the excess of sale or re-finance revenue, over sales or re-finance costs and fees, including but not limited to repayment of debt, sales commissions, sales fees, establishment of necessary reserves, cash expenditures incurred incident to the sales process, re-finance/origination fees, broker fees, and any other cash expenditures incurred in the sale of assets. Any reserves returned to the Company by any lending institution or any other source will be considered a Capital Transaction Event and part of Net Capital Proceeds.

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Investor Redemption:	<p>Provided that the Unit holder's contribution has been invested for at least thirty-six (36) months, any holder of Units may request to have all, or a portion of their Units redeemed at the net asset value ("<u>NAV</u>") determined by an independent appraiser selected by the Manager (the "<u>Redemption Price</u>"), which redemption request may or may not be granted at Manager's sole discretion per the following paragraph.</p> <p>The Manager reserves the right to waive any or all of the initial thirty-six (36) month waiting period. Redemptions are subject to the Manager's sole discretion to reject redemption requests in whole or in part if deemed in the best interest of the Company and its stakeholders. In addition, the Company shall not be required to liquidate any of its assets in connection with any investor redemption request. See "RETURNS TO INVESTORS—Redemptions" below.</p>
Equalization Payment:	<p>Any investor that commits to the Company after initial closing and after funds have been deployed will have to pay an equalization payment that will be calculated by paying the catch-up amount equal to the Net Asset Value (NAV) per Preferred Series A Non-Voting Membership Interest at subsequent closing <i>minus</i> initial NAV <i>multiplied by</i> number of Preferred Series A Non-Voting Membership Interest purchased ("<u>NAV Catch-Up</u>").</p>
Use of Proceeds:	<p>We intend to use substantially all of the net proceeds from the sale of the Units for the acquisition, construction, development of multifamilies, and townhomes on the Property, administrative and operating expenses, working capital requirements, and other general corporate purposes, with broad discretion by the management of the Company (see "USE OF PROCEEDS" below).</p>
Investor Suitability Requirements:	<p>An investment in the Units and the underlying securities involves a high degree of risk and is suitable for accredited investors who are sophisticated and experienced in finance and business matters, have no need for liquidity of investment and understand and can afford the high financial risks of such investment. It is expected that the Company will accept subscriptions for the Units from investors who are "accredited" within the meaning of Regulation D under the Securities Act of 1933, as amended. In the case of individuals, persons who have an income of \$200,000 (or joint income with spouse or spousal equivalent of \$300,000) or more during the last two years and the same is reasonably expected for the current year, as well as persons with a net worth of \$1,000,000, excluding the value of the primary residence, are accredited investors. See "INVESTOR SUITABILITY REQUIREMENTS" below.</p>
Proposed Plan of Placement:	<p>The Offering will be conducted by the Company on a best-efforts basis through its Manager(s) and/or officers, none of whom will be entitled to any commission or other special consideration for their selling efforts. The Company may elect, at its discretion, to engage the services of a qualified broker-dealer(s) or outside salesperson(s) in connection with the Offering, subject to applicable securities laws.</p>
Subscription Period:	<p>The Units are being offered until the earlier of (i) the Offering is fully subscribed, or (ii) twelve months from the commencement of the Offering. The Company may elect to terminate this Offering at an earlier date or extend this Offering in its sole discretion.</p>
Company Capitalization:	<p>The following table sets forth the consolidated capitalization of the</p>

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Company as of July 21, 2025, and as adjusted to give retroactive effect to the issuance and sale of the maximum number of Units offered hereby. See “DESCRIPTION OF SECURITIES” section below.

Securities Authorized	Membership Interests Outstanding Prior to Offering		Membership Interests After Offering, as Adjusted for Maximum Subscription	
	Number	% of Total	Number	% of Total
Voting Common Membership Interests	64	100%	64	15%*
Preferred Series A Non-Voting Membership Interests	0	0%	360	85%*
Total:	64	100%	424	100%

* Rounding error

Ownership in the Company:

This table sets forth, as of July 21, 2025, the beneficial ownership of the Company’s membership interests by (i) manager(s) and officers of the Company, (ii) persons who own more than 5% of such securities, and (iii) the manager(s) and officers as a group. The total number of issued and outstanding membership interests of the Company prior to the Offering is 64 Voting Common Membership Interests and no (zero) Preferred Series A Non-Voting Membership Interests, and no other securities. No voting membership interests are being offered in this Offering.

	Voting Common Membership Interests	Preferred Series A Non-Voting Membership Interests	Aggregate Percentage of all Classes/Series of Membership Interests Prior to Offering	Aggregate Percentage of all Classes/Series of Membership Interests After Offering ⁽¹⁾
Venus GP LLC ⁽²⁾⁽³⁾	64	0	100%	15%
Manen Kothari ⁽⁴⁾	0	0	0%	0%
All Managers and Officers as a group	64	0	100%	15%

(1) Management is going to contribute \$2,000,000 in capital to the Offering through an affiliate and further align its interests with the investors.

(2) Sole Manager

(3) The Manager is owned and operated by Manen Kothari

(4) Executive Officer and General Partner

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Subscription Agreement:

The Units investment will be made pursuant to a Subscription Agreement between the Company and each investor, which agreement will contain, among other things, certain representations, warranties and covenants of the investor.

Risks:

See “RISK FACTORS” and the other information included in this Memorandum for a discussion of factors you should carefully consider before deciding to invest in the Units.

Available Information:

Manen Kothari, the Company’s Executive Officer and General Partner, will be available upon request to answer questions concerning the terms of this Offering, to provide any reasonably requested information necessary to verify the accuracy of the information contained in this Memorandum and to provide such other information reasonably requested by prospective investors as they deem necessary for the purposes of considering an investment in the Company. Mr. Kothari can be reached by telephone at (847) 524-0001 or by e-mail at mkothari@sktaxes.com.

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TERMS OF THE OFFERING

Offering of the Units

The Units are being offered to select accredited investors who meet the suitability requirements set forth below (see “INVESTOR SUITABILITY REQUIREMENTS” below). We are offering for sale up to 360 units (the “Units”) of the securities of Venus Ventures LLC (the “Company”) at an offering price of \$50,000 per Unit for an aggregate maximum offering price of \$18,000,000 (the “Offering”). Each Unit will consist of one Preferred Series A-1 Non-Voting Membership Interest (collectively, the “Preferred Series A-1 Interest”) of the Company at a price of \$50,000 per Preferred Series A-1 Interest. The minimum subscription by an investor is one Unit (\$50,000 minimum investment). However, in the sole discretion of the Company’s management, fractionalized Units may be offered and sold and an investment of less than \$50,000 may be accepted.

There is no minimum aggregate amount of subscriptions that is required for the initial acceptance of subscriptions. The Offering will commence promptly after the date of this Memorandum and will terminate on the earlier of (i) June [X], 2026, or (ii) upon the sale of all 360 Units being offered hereby.

The Company reserves the right to terminate or extend this Offering at any time without notice as deemed necessary in the sole discretion of the Company’s management.

Subscription Funds

Commencing on the date of this Memorandum all funds received by the Company in full payment of subscriptions for Units will be deposited into the Company’s escrow account. All proceeds of this Offering will be available to the Company upon acceptance of such subscription(s). Subscriptions for Units are subject to rejection by the Company at any time.

Plan of Distribution

General. The Units will be offered and sold on behalf of the Company by certain manager, officers, and/or other employees of the Company.

Units will be issued to investors upon our acceptance of an investor’s subscription. We shall have the sole discretion to accept or reject individual subscriptions. Neither our officers and managers, nor employees are entitled to compensation for their services in offering and selling the Units.

Possible Sales Charge. In the event the Company elects to retain a qualified placement agent, the Company may pay potential commissions to such placement agent in accordance with federal securities law and the securities law of the various states up to the highest amount permitted by such laws, not including the issuance of warrants and/or other securities of the Company as part of such commissions, subject to applicable securities laws and this Memorandum.

No Federal Registration. The Units are not being registered for sale as securities under the Securities Act of 1933, as amended (the “Securities Act”) in reliance upon all available and applicable exemptions from registration under the Securities Act, including, but not limited to, Rule 506(c) of Regulation D (as may be amended from time to time) under the Securities Act.

Method of Subscription. Investors may subscribe to purchase the Units by (a) completing, dating and signing the Subscription Agreement accompanying this Memorandum, and (b) delivering the signed documents to us (or placement agent, if any) and making payment in accordance with the Subscription Agreement accompanying this Memorandum. We reserve the right to accept or reject any subscription in whole or in part. If accepted in part, the rejected portion of the investor’s subscription will be refunded to the investor (together with accrued interest thereon, if any). No offer and sale of our Units shall be

considered to have been made until a fully completed set of subscription documents has been received and approved by our management.

INVESTOR SUITABILITY REQUIREMENTS

General

An investment in the Company involves risk and is suitable only for persons of adequate financial means who do not have liquidity requirements with respect to this investment and who can bear the economic risk of investment losses up through a complete loss of the investment made hereby. This offering is made in reliance on exemptions from the registration requirements of the Securities Act and applicable state securities laws and regulations.

The suitability standards discussed below represent minimum suitability standards for prospective investors. The satisfaction of such standards by a prospective investor does not necessarily mean that our securities are a suitable investment for such prospective investor. Prospective investors are encouraged to consult their personal financial advisors to determine whether the investment is appropriate.

In the form of a subscription agreement, we will require each investor to represent in writing, among other things, that (i) by reason of the investor's business or financial experience or that of the investor's professional advisor, the investor is capable of evaluating the merits and risks of an investment in the Company and of protecting its own interests in connection with the transaction, (ii) the investor is acquiring the securities offered hereby for his/her/its own account, for investment only and not with a view toward the resale or distribution thereof, (iii) the investor is aware that the Units have not been registered under the Securities Act or any state securities laws and that transfer thereof is restricted by the Securities Act and applicable state securities laws, (iv) the investor is aware of the absence of a market for the Units and underlying securities, and (v) such investor meets the suitability requirements set forth below.

Suitability

Our securities may be sold to an unlimited number of natural persons who have a net worth in excess of \$1,000,000, excluding value of primary residence; a net income of \$200,000 per year; or a net income with their spouse or spousal equivalent of \$300,000 per year; or who are otherwise "accredited investors" as defined in Regulation D under the Securities Act.

Accredited Investors

To be an accredited investor, an investor must fall within ANY of the following categories at the time of the sale of a Unit(s) to that investor:

- (1) a bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act of 1933, as amended (the "Securities Act"), whether acting in its individual or fiduciary capacity;
- (2) a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act");
- (3) an investment adviser that is (i) registered under Section 203 of the Investment Advisers Act of 1940, as amended (the "Advisers Act"), (ii) registered under the laws of a state, or (iii) exempt from registration under Section 203(l) or (m) of the Advisers Act;
- (4) an insurance company as defined in Section 2(13) of the Securities Act;
- (5) an investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act");
- (6) a business development company as defined in Section 2(a)(48) of the Investment Company Act;

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- (7) 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, as amended;
- (8) a Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act;
- (9) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state of its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000;
- (10) an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), if either:
 - (a) the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser;
 - (b) the employee benefit plan has total assets in excess of \$5,000,000, or
 - (c) the plan is a self-directed plan with investment decisions made solely by persons that are Accredited Investors;
- (11) a private business development company as defined in Section 202(a)(22) of the Advisers Act;
- (12) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, corporation, Massachusetts or similar business trust, partnership or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- (13) a natural person whose individual net worth, or joint net worth with his or her spouse or spousal equivalent exceeds \$1,000,000, excluding the value of the primary residence;
- (14) a natural person who has an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse or spousal equivalent in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- (15) a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose acquisition of the securities is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D;
- (16) an entity in which all of the equity owners are Accredited Investors;
- (17) an entity, not listed above, that is (i) not formed for the specific purpose of acquiring the securities offered and (ii) owning investments in excess of \$5,000,000;
- (18) a natural person holding, in good standing, one or more professional certifications, designations or credential from an accredited educational institution that the SEC has designated as qualifying an individual for accredited investor status;
- (19) a knowledgeable employee, as defined in Rule 3c-5(a)(4) of the Investment Company Act, of the Company;
- (20) a family office as defined in Rule 202(a)(11)(G)-1 under the Advisers Act and (i) has assets under management in excess of \$5,000,000, (ii) was not formed for the specific purpose of acquiring the securities offered, and (iii) its prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;
- (21) a family client, as defined in Rule 202(a)(11)(G)-1 under the Advisers Act, of a family office meeting the requirements in the above category and its prospective investment in the Company is directed by such family office.

As used in this Memorandum, the term “net worth” means the excess of total assets over total liabilities, excluding value of primary residence. In determining income, an investor should add to the investor’s adjusted gross 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

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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.

PROCEDURE TO PURCHASE SECURITIES

The suitability standards discussed under “INVESTOR SUITABILITY REQUIREMENTS” above represent minimum suitability standards for prospective investors. Each prospective investor, together with his, her or its investment, tax, legal, accounting and other advisors, should determine whether this investment is appropriate for such investor.

Each investor who wishes to subscribe for Units must provide the Company with the following documents:

(1) A completed and executed Subscription Agreement and Investor Questionnaire (which accompany this Memorandum); and

(2) A check for the full purchase price of the securities for which the investor subscribes, payable to “Venus Ventures LLC” or a wire transfer to the Company’s operating account. Checks should be mailed to the Company at the following address: Venus Ventures LLC; 1635 W. Wise Road, Ste 9, Schaumburg, IL 60193 or as otherwise directed by the Manager.

(3) Please contact the Company directly for wire transfer information.

RISK FACTORS

An investment in the Company’s securities involves substantial risk. Prospective investors should consider carefully the factors referred to below as well as others associated with their investment. In addition, this Memorandum contains forward-looking statements regarding future events and the future financial performance of the Company that involve significant risks and uncertainties. Investors are cautioned that such statements are predictions and beliefs of the Company, and the Company’s actual results may differ materially from those discussed herein. The discussion below includes some of the material risk factors that could cause future results to differ from those described or implied in the forward-looking statements and other information appearing elsewhere in this Memorandum. If any of the following risks, or any additional risks and uncertainties not listed below and not presently known to us, actually occur, our business could be harmed or fail. In such case, you may lose all or part of your investment.

The following risk factors, in addition to those discussed elsewhere in this Memorandum, should be carefully considered when evaluating the Company as an investment opportunity.

General Risks Associated with the Company’s Business Plans

We have a limited operating history upon which you may evaluate us. The Company was formed on January 15, 2025. Accordingly, it is a relatively newly formed entity and has no investment history prior to the date of this Memorandum upon which to base an evaluation of an investment in the Units offered hereby. The Company’s business will be subject to the risks involved with any speculative new venture. There can be no assurance that the Company will be able to generate revenues, acquire properties, or operate profitably in the future or that any of our investments will be successful. Our profitability and the success of each investment will be subject to fluctuations in the real estate markets, along with various other risks more particularly described herein. Moreover, our financial condition, results of operations and ability to make or sustain distributions to our investors will depend on many factors, including, but not limited to the following:

- our ability to acquire the properties consistent with our investment strategy;
- our ability to consummate acquisition of the properties on favorable terms;

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- our ability to contain development, construction, maintenance, marketing, and other operating costs;
- our ability to achieve the ultimate resale price;
- real estate appreciation or depreciation in our markets and the state of the sales marketplace for Illinois and other real estate markets we have invested in;
- the level and volatility of interest rates, and our access to short- and long-term financing on favorable terms;
- our ability to respond to changes in population, employment or homeownership trends in our markets and rent properties temporarily or long term to manage market shifts; and
- economic conditions in our markets, as well as the condition of the financial and real estate markets and the economy generally.

If we are unable to effectively allocate our resources or generate sufficient revenues, our business operating results and financial condition would be adversely affected and we may be unable to execute our business plan, and our business could fail. Moreover, if the Company is unable to operate successfully, any investment produces a loss, or the Company's investments fail to produce sufficient revenues to cover operating and other expenses, investors may suffer a partial or total loss of their investment.

Projections are speculative and are based upon a number of assumptions. Any projected financial results prepared by or on behalf of the Company have not been independently reviewed, analyzed, or otherwise passed upon. Such "forward-looking" statements are based on various assumptions, which assumptions may prove to be incorrect. Such assumptions include but are not limited to (i) the future status of local and regional economies, (ii) anticipated demand for residential real estate (iii) anticipated levels of future interest rates, and (iv) anticipated real estate tax rates and other operating expenses. Accordingly, there can be no assurance that such projections, assumptions and statements will accurately predict future events or actual performance. Any projections of cash flow should be considered speculative and are qualified in their entirety by the assumptions, information and risks disclosed in this Memorandum. Investors are advised to consult with their own independent tax and business advisors concerning the validity and reasonableness of the factual, accounting and tax assumptions. No representations or warranties whatsoever are made by the Company, its affiliates or any other person or entity as to the future profitability of the Company or the results of making an investment in the Units.

There can be no assurance that the Company's real estate investments will result in distributable returns to investors or that any such returns will be made as and when anticipated. The Company's net cash flow from its proposed investment in, rental, and resale of the real estate assets will be its sole source of revenues from which to make distributions to the investors except as otherwise provided for herein. Distributions with respect to the real estate investments will only be made from available net cash on hand due to the financing amounts raised and net cash flows. See "RETURNS TO INVESTORS" below.

Our success is dependent on our key personnel. We believe that our success will depend on continued retention by us of our managers, officers and advisors, especially including our officers, including Manen Kothari (Executive Officer and General Partner) (see "MANAGEMENT" below). If one or more managers and/or officers are unable or unwilling to continue in their present role, our business and operations could be disrupted or fail.

General risks of investment in real estate projects. The economic success of an investment in the Company will depend upon the results of the intended development, marketing, and/or resale of the real estate assets, which will be subject to those risks typically associated with investment in real estate. Factors generally affecting the business of the Company might include, but are not limited to, any or all of the following: changing environmental regulations, adverse use of adjacent or neighboring real estate, changes in the demand for or supply of competing properties, local economic factors, which could result in the reduction of the fair market value of real property, uninsured losses, significant unforeseen changes in general or local economic conditions, inability of the Company to obtain any required entitlements for a reasonable cost or on reasonable conditions or within a reasonable time frame or at all, inability of the

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Company to obtain the services of appropriate consultants at the proposed cost, changes in legal requirements for any needed entitlements, problems caused by the presence of environmental hazards on a property, changes in federal or state regulations applicable to real property, failure of a lender to approve a loan on terms and conditions acceptable to the Company, lack of adequate availability of liability insurance or all-risk or other types of required insurance at a commercially-reasonable price, shortages or reductions in available energy, acts of God or other calamities.

We have already identified specific real estate assets to be made out of the net proceeds from this Offering. You may be unable to evaluate the economic merit of the real estate properties before we invest in it and you will be relying on our ability to select an attractive investment. These factors will increase the uncertainty, and thus the risk, of investing in the Units.

Although we intend to use the net proceeds from this Offering to acquire, develop and resell real estate assets mainly the, we cannot assure you that we will be able to make any such acquisitions or resell for a profit. Our failure to apply the net proceeds from this Offering effectively or to acquire profitable real estate in a timely manner or on acceptable terms could result in losses, or result in returns that are substantially below expectations.

Prior to the full deployment of the net proceeds of this Offering as described above, the undeployed net proceeds of this Offering may be held in an interest-bearing account, but will likely realize little if any net return. Ultimately, we may not be successful in completing any investment in the Property and such investment may not produce our anticipated, or any, positive returns, and our business could fail.

Lack of diversification. At any given point, the Company may hold a large concentration or substantially all of its assets in one geographic location such as the Property, exposing a large portion or all of the Company's assets to the risks associated with the geography as well as the results of development and resale of commercial, mixed-use, multi-families, and townhomes.

There is limited liquidity in our real estate investment, which could limit our flexibility. Real estate investments are relatively illiquid. We may not be able to dispose of our real estate assets in which we invest as planned or necessary, and the sale price of the disposition may not recoup or exceed the amount of our investment. In addition, federal tax laws may impact our ability to sell properties in whole or in part, and accordingly could adversely affect our profitability.

Incomplete information on the real estate property. Although the Company expects to obtain and verify all material facts regarding the real estate that it seeks to acquire, it is possible that the Company will not discover certain material facts, because information presented by the seller may be prepared in an incomplete or misleading fashion, and the due diligence efforts of the Company may fail to uncover such facts. Only individuals who feel comfortable with making an investment in the Company knowing that such crucial information may be missing should consider becoming an investor in the Company.

There is a risk that inaccurate appraisals by the Company's lender or the Company's due diligence process could reduce the Company's ability to become profitable. An appraisal, broker's price opinion ("BPO"), or comparative market analysis ("CMA") may be conducted in connection with the real estate property, and in general, such appraisals, BPO, or CMA represent the analysis and opinions of the respective appraisers or our own opinion in connection with such BPO or CMA at or before the time made, and are not guarantees of, and may not be indicative of, present or future value. There can be no assurance that another appraiser or initial formal appraisal would not arrive at a different valuation, even if such appraiser or initial formal appraisal used the same general approach to and same method of appraising the real estate property. In addition, appraisals, BPOs and CMAs seek to establish the amount a typically motivated buyer would pay a typically motivated seller. There may be a disparity between the appraisal of the real estate property's lender and the BPO or our due diligence process, which such disparity could be significant. To the extent such disparity is greater than anticipated, our profitability from such a transaction would be affected, and losses could occur, which may adversely affect investors.

No audited results of acquisition assets. The Company may rely on unaudited financial information provided by the seller of any particular property. Thus, it is possible that information relied upon by the Company with respect to the acquisition of such a property may not be accurate.

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No Financial Support by Manager. The Manager is not required to financially support the Company. However, since the Manager is responsible for the management of the Company, including the development ultimate sale of the townhomes Although the Manager believes it has the requisite skill and financial resources to act as Manager of the Company, a financial reversal for the Manager could adversely affect the ability of the Manager to manage the Company. There can be no assurance that the Manager will have sufficient funds to meet its obligations to the Company, or to otherwise financially support the Company.

Reliance on the Manager. Our ability to achieve our investment objectives and to pay distributions is dependent upon the performance of the Manager and the individuals involved with the Company. All decisions regarding management of the Company's affairs will be made exclusively by the Manager and not by the members of the Company. Accordingly, investors should not purchase Units unless they are willing to entrust all aspects of management to the Manager and each of the Company's advisors. Potential investors must carefully evaluate the personal experience and business performance in particular of Manen Kothari (Executive Officer and General Partner) as well as each of the Company's officers and advisors, if any (see "MANAGEMENT" below). The Manager may retain independent contractors to provide services to the Company relating to real estate investments. Such contractors have no fiduciary duty to the members of the Company, and may not perform as expected.

The Manager and other service providers will receive compensation regardless of profitability. See "COMPENSATION TO THE MANAGER" below.

There are no financial statements of the Manager. This Memorandum does not contain financial statements of the Manager.

Loss on dissolution and termination of the Company. In the event of a dissolution or termination of the Company, the proceeds realized from the liquidation of the assets of the Company will be distributed among the members, but only after payment of all loans and other obligations of the Company, if any. The ability of a member to recover all or any portion of such member's investment will depend on the amount of net proceeds realized from such liquidation, the amount of claims to be satisfied therefrom, repayment of the mortgage and debt, other costs and expenses. There can be no assurance that the Company will recognize gains on such liquidation or be able to meet these commitments.

Limitation of liability/indemnification of the Manager. The Manager and their agents and employees may not be liable to the Company or members for errors of judgment or other acts or omissions as a result of certain indemnification provisions in the Company's limited liability company operating agreement and otherwise in accordance with the Illinois Limited Liability Company Act. A successful claim for such indemnification would deplete the Company's assets by the amount paid.

Limitation of liability/indemnification of the property manager(s). In the event we engage the services of a third-party property management company, such property manager(s) and its agents and employees may not be liable to the Company for errors in judgment or other acts or omissions not constituting misconduct or gross negligence as a result of certain indemnification provisions which may be contained in a property management agreement. In such event, a successful claim for such indemnification would deplete the Company's assets by the amount paid.

No environmental indemnity. Federal, state and local laws impose liability on a landowner for the release or the otherwise improper presence on the premises of hazardous materials or hazardous substances. This liability is without regard to fault for, or knowledge of, the presence of such substances. A landowner may be held liable for hazardous materials or hazardous substances brought onto the property before it acquired title and for hazardous materials or hazardous substances that are not discovered until after it sells the property. Similar liability may occur under applicable state law. If any hazardous materials or hazardous substances are found within the real property underlying the Property at any time, the Company could be held liable for cleanup costs, fines, penalties and other costs. If losses arise from hazardous substance contamination, which cannot be recovered from other responsible parties, the financial viability of the Property may be materially and adversely affected.

Regional, state and local economic conditions may change. Performance of the real estate assets is likely to be dependent upon the condition of the economy in Illinois real estate market, as well as

in the United States overall. There is a risk that at the time of the projected sale of any property, the marketplace may be different than projected.

Uncertain economic conditions. The United States economy has experienced significant downturns in the past, and may experience future downturns during the period of the Company's operations. It is uncertain how a future deterioration of the financial and real estate sectors would impact the long-term health of the economy. As a result, if a downturn occurs, there can be no assurance that the Company will achieve anticipated cash flow levels. In addition, availability of credit could become limited and it is possible that the Company will not be able to obtain financing if needed. Further, world events evolving out of terrorist activities and the political and military responses of the targeted countries create an air of uncertainty concerning security and the stability of world and United States economies. Historically, successful terrorist attacks have resulted in decreased travel and tourism to the affected areas, increased security measures and disturbances in financial markets. It is impossible to determine the likelihood of any future terrorist attacks on United States targets, the nature of any United States response to such attacks or the social and economic results of such events. However, any negative change in the general economic conditions in the United States could adversely affect the financial condition and operating results of the Company.

The Company may not realize profits on any rental, sale, or refinancing of the Property. It is possible that the Company will not be profitable and the investors may not receive any returns at all. Many factors beyond the Company's control affect the real estate market and could affect the Company's ability to rent, sell, or refinance real estate properties at the price, terms, or within the time frame projected. These factors include, but are not limited to, environmental and/or engineering issues, adverse use of adjacent or neighboring real estate, ability to make improvements to such properties, permit and regulatory delays, property lease terms, changes in state or local tax rates and assessments, general economic conditions, the availability of financing, interest rates and other factors, including supply and demand. Because real estate investments are relatively illiquid, the Company will have a limited ability to vary the Company's response to changes in economic or other conditions. Further, before the Company can re-sell any property on the terms and conditions it wishes, it may be necessary to expend funds to correct defects or to make improvements. We may be unable to sell the property that we acquire for a profit. The inability to sell the property at the time and on the terms intended could limit the Company's ability to become profitable or pay returns to its investors.

Federal, state and local regulations. There is a risk of a change in the current federal, state and local regulations as it may relate to the operations of the Company in the area of fuel or energy requirements or regulations, construction and building code regulations, approved property use, zoning and environmental regulations, among other regulations. Such changes could have a material adverse effect on the Company and its financial condition.

The current market for construction materials is experiencing supply chain and other issues that have resulted in on-going increases in the price of such construction materials over historic prices. Although the Company has taken such pricing pressures into account in determining the costs of developing any real estate properties, to the extent that the prices paid for necessary construction materials exceeds the amount budgeted, the Company's net profits and thus the returns to investors may be reduced.

Risks Associated with Commercial, Mixed-Use, Multi-Family Housing and Townhouses

Acquiring the Property during a period when the commercial real estate sector is experiencing substantial inflows of capital and intense competition may result in an inflated purchase price and increase the likelihood that the Property will not appreciate in value and may, instead, decrease in value. The allocation of substantial amounts of capital for investment in the commercial real estate sector and significant competition for income producing real estate may inflate the purchase prices for such assets. To the extent we may purchase the Property in such an environment, it is possible that the value of the Property may not appreciate and may, instead, decrease in value, perhaps significantly, below the amount we paid for the interest in the Property. In addition to macroeconomic and local economic factors, technical factors, such as a decrease in the amount of capital allocated to the commercial real estate sector and the number of investors participating in the sector, could cause the value of the Property to decline.

The value and operating fundamentals of commercial, mixed-use, multi-family housing and townhouses in Illinois real estate sector may not improve. A substantial part of our business plan is based on our belief that the value and operating fundamentals of commercial, mixed-use, multi-family housing and townhouses in Illinois real estate market will improve significantly over the next several years. We cannot assure you as to whether, when or to what extent property values and operating fundamentals will improve. In addition, it is possible that our belief is incorrect and that the value and operating fundamentals of residential housing in our markets will not improve and may deteriorate.

When evaluating any real estate property for acquisition, we will make a number of significant estimates and assumptions that may prove to be inaccurate. This could cause us to overpay for real estate property or incur development and marketing costs significantly in excess of our estimates. In determining whether a real estate asset satisfies our investment criteria, we will make a number of significant estimates and assumptions the amount of time between acquisition, development and sale of the target real estate property. These estimates and assumptions may prove to be inaccurate and cause us to have overpaid or overvalue the real estate asset. These factors could adversely affect our ability to deploy the net proceeds from this Offering in accordance with our investment strategy.

In addition, the market and regulatory environments relating to multi-family and townhouse properties have been changing rapidly, making future trends difficult to forecast. Such changes affect the accuracy of our assumptions and, in turn, may adversely affect us.

Our revenue and expenses are not directly correlated, and, because a large percentage of our costs and expenses are fixed and some variable expenses may not decrease over time, we may not be able to adapt our cost structure to offset any declines in our revenue. Many of the expenses associated with our business, such as acquisition costs, restoration and maintenance costs, possible HOA fees, personal and real property taxes, insurance, compensation and other general expenses are fixed and would not necessarily decrease proportionally with any decrease in revenue. Our assets may also require a significant amount of ongoing capital expenditure. Our expenses, including capital expenditures, will be affected by, among other things, any inflationary increases, and cost increases may exceed the rate of inflation in any given period. Certain expenses incurred on a per-unit basis may be recurring in nature, such as possible HOA fees, taxes, insurance and restoration and maintenance costs, which may not decrease on a per-unit basis as our portfolio grows through additional property acquisitions. By contrast, our revenue is affected by many factors beyond our control, such as the availability and price of alternative rental housing and economic conditions in our markets. As a result, we may not be able to fully, or partially, offset any increase in our expenses with a corresponding increase in our revenues. In addition, state and local regulations may require us to maintain our properties, even if the cost of maintenance is greater than the value of the property or any potential benefit we may receive from renting the property.

The success of our business is particularly sensitive to changes in the Illinois real estate markets where we plan to initially deploy the proceeds. If the Illinois area real estate market weakens, our real estate assets may experience a high rate of loss related to resale difficulties, resulting in losses to the Company and investors. A region's economic condition and real estate market may be adversely affected by a variety of events, including natural disasters such as earthquakes, hurricanes, floods and eruptions, power shortages and other natural disasters, terrorist activities and civil disturbances such as riots.

Buying real estate assets at a discount may not result in obtaining the bottom of the market price. Acquired assets may decline in value. Any need to liquidate prior to cost recovery or a sale without cost recovery could then result in a loss.

Debt service obligations could adversely affect our operating results, may require us to sell the Property and could adversely affect our ability to make or sustain distributions to our investors. We will incur debt in connection with our acquisition of and activities concerning our real estate assets. Incurring debt could subject us to many risks, including the risks that:

- our cash flows from operations will be insufficient to make required distributions to our investors;
- our debt may increase our vulnerability to adverse economic and industry conditions;

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- we may be subject to restrictive covenants that require us to satisfy and remain in compliance with certain financial requirements or that impose limitations on the type or extent of activities we conduct; and
- we may be required to dedicate a substantial portion of our cash flows from operations to payments on our debt, thereby reducing cash available for distribution to our investors, funds available for operations and capital expenditures, future business opportunities or other purposes.

If we do not have sufficient funds to repay any debt we incur when it matures, we may need to refinance the debt or raise additional equity. If, at the time of any refinancing, prevailing interest rates or other factors result in higher interest rates on refinancing, increases in interest expense could adversely affect our cash flows and, consequently, cash available for distribution to our investors. To the extent we are required to raise additional equity to satisfy such debt, existing shareholders would see their interests diluted. If we are unable to refinance our debt or raise additional equity on acceptable terms, we may be forced to dispose of our real estate assets on disadvantageous terms, potentially resulting in losses. To the extent we cannot meet any future debt service obligations, we will risk losing our real estate assets that may be pledged to secure our obligations to foreclosure. Any unsecured debt agreements we enter into may contain specific cross-default provisions with respect to specified other indebtedness, giving the unsecured lenders the right to declare a default if we are in default under other loans in some circumstances.

We generally intend to acquire real estate assets without first obtaining an appraisal. Our business plan involves the acquisition of real estate assets based on our own analysis and valuation, and there can be no assurance given that our determination of property values will be accurate. Moreover, if we do obtain a third party property appraisal, there is a similar risk that an inaccurate appraisal could have overstated the actual value of a real estate asset acquired by the Company, which would reduce the Company's ability to become profitable. In general, appraisals represent the analysis and opinions of the respective appraisers or our own opinion in connection with such at or before the time made, and are not guarantees of, and may not be indicative of, present or future value. There can be no assurance that another appraiser or initial formal appraisal would not arrive at a different valuation, even if such appraiser or initial formal appraisal used the same general approach to and same method of appraising any particular property. In addition, appraisals seek to establish the amount a typically motivated buyer would pay a typically motivated seller. Such amount could be significantly higher than the amount obtained from the actual sale of such real estate. As a result of our own internal assessment of real estate asset value being higher than actual value, as well as such overvaluing occurring from a third party appraisal, if any, in the event of a sale of such property losses could occur, which may adversely affect the Company's financial condition, as well as returns, if any, to investors.

Limited representations and warranties. The sellers of property may make only limited or no representations and warranties regarding the condition of property, the status of leases, the presence of hazardous materials or hazardous substances within property, the status of governmental approvals and entitlements for property, or other matters adversely affecting property that are discovered. The Company may not be able to pursue a claim for damages against a seller except in limited circumstances. The extent of damages that the Company may incur as a result of such matters cannot be predicted but potentially could result in a significant adverse effect on the value of property, and the financial condition of the Company.

Risk Related to Hard Money Lending

If a debtor defaults on our hard money loans, then it would materially affect the returns to investors. Our ancillary business strategy includes offering alternative financing to debtors seeking hard money loans for real estate properties to be acquired by such debtor. The risk is that if a debtor defaults on the hard money loan, then we would likely incur costly fees related to enforcing the default of the loan and our returns to investors would be materially affected.

We rely upon the accuracy and completeness of information about borrowers and any misrepresented information or fraud could result in significant financial losses. We will conduct due diligence to see if a potential debtor is creditworthy and use other safeguards to prevent fraud. We are unable, however, to prevent every instance of fraud that may be engaged by potential debtors, and any misrepresentations on a potential debtor's loan application or other forms could be undetected by us. If any of this information was intentionally or negligently misrepresented, and such misrepresentation was not detected by us prior to issuing our loan, then we may incur significant losses if the debtor defaults on the loan.

Conflicts of Interest Risks

The information below describes material conflicts of interest that may arise in the course of the management and operation of the Company. The list of potential conflicts of interest reflects our knowledge of the existing or potential conflicts of interest as of the date hereof and neither the management nor the Company have formally documented procedures to identify, analyze or monitor any such conflicts of interest. There can be no assurance that no other conflicts of interest will arise in the future.

Management will face conflicts of interest concerning the allocation of its time, which could result in a decreased amount of time spent developing and managing the Company's business. The officers and advisors to the Company may manage a portfolio of investments for other investors and/or themselves, may sponsor other real estate programs having investment objectives similar to ours, and may engage in other business activities.

As a result, the management may have conflicts of interest in allocating its time and resources between our business and those other activities. Investors pursuant to this Offering will have no rights by virtue of their relationship with the Company in any such other business activities of the Manager or any of its affiliates, managers, officers, employees, agents or representatives.

Risks Associated with an Investment in Securities

Best efforts offering. This Offering is being made on a "best efforts" basis with no minimum number of Units required to be sold. As subscriptions are accepted (and any required rescission periods expire), the subscription funds will be available for use by the Company immediately for its intended use of proceeds. Subscriptions are irrevocable (after expiration of any rescission period) and subscribers will not have the opportunity to have their funds returned notwithstanding any future lack of success in recruiting other investors. Accordingly, initial subscribers will necessarily have a greater degree of risk. The Company has not engaged the services of a placement agent or underwriter with respect to the Offering, and will offer the Units through its managers and executive officers at its discretion. Nevertheless, the Company may seek to elect, at its discretion, to engage the services of a qualified broker-dealer or outside salesperson in connection with the Offering.

There is no minimum capitalization for this offering and investors' subscription funds will be used by us as soon as they are received. There is no minimum capitalization required in this Offering. There is no assurance that all or a significant number of Units may be sold in this Offering. We will use investors' subscription funds as soon as they are received. If only small portions of the Units are placed, then the Company may not have sufficient capital to operate. There is no assurance that we could obtain additional financing or capital from any source, or that such financing or capital would be available to us on terms acceptable to us. Under such circumstances, the Company's plans would need to be scaled down, and this would have a material adverse effect on the Company's business.

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Units are not guaranteed and could become worthless. The Units are not guaranteed or insured by any government agency or by any private party. The amount of earnings is not guaranteed and can vary with market conditions. The return of all or any portion of capital invested in the Units is not guaranteed, and the Units could become worthless.

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

If the Company incurs debt, there may be risks associated with such borrowing. If the Company incurs indebtedness, a portion of its cash flow will have to be dedicated to the payment of principal and interest on such indebtedness. Typical loan agreements also might contain restrictive covenants, which may impair the Company's operating flexibility. Such loan agreements would also provide for default under certain circumstances, such as failure to meet certain financial covenants. A default under a loan agreement could result in the loan becoming immediately due and payable and, if unpaid, a judgment in favor of such lender which would be senior to the rights of members of the Company. A judgment creditor would have the right to foreclose on any of the Company's assets resulting in a material adverse effect on the Company's business, operating results or financial condition.

Future capital needs. The Company believes that the net proceeds of the Offering of the Units will be sufficient to fund the implementation of the Company's business plan, operations and growth for the foreseeable future, assuming that it sells all 360 Units offered hereby and that revenue forecasts are substantially achieved. Nevertheless, in the event additional capital is required, no assurance can be given that additional financing will be available at all or on terms favorable to the Company. If adequate funds were not available to satisfy either short or long-term capital requirements, the Company may be unable to continue in business, with a resulting loss of all or part of investments made by the Company's investors.

The Units are restricted securities and a market for such securities may never develop. Investors should be aware of the potentially long-term nature of their investment. Each purchaser of Units will be required to represent that it is purchasing such securities for its own account for investment purposes and not with a view to resale or distribution. Purchasers may be required to bear the economic risks of the investment for an indefinite period of time. The Company has neither registered the Units nor underlying securities, nor any other securities under the Securities Act. Consequently, shareholders may not be able to sell or transfer their securities under applicable federal and state securities laws. Moreover, there is no public market for the Company's securities, such a market is not likely to develop prior to a registration undertaken by the Company for the public offering of its securities for its own account or the account of others, and there can be no assurance that the Company will ever have such a public offering of its securities. Ultimately, each investor's risk with respect to this Offering includes the potential for a complete loss of his or her investment.

We may be required to register under the Securities Exchange Act. The Company will be required to conform to the rules and regulations promulgated under the various federal and state securities laws applicable to the conduct of its business. Management does not believe that the Company's activities, as presently contemplated, will require registration or qualification of the Company with any federal or state agency.

Although the Company does not intend to be required to register its securities under the Securities Exchange Act of 1934, as amended, it is possible that the Securities and Exchange Commission (the "SEC") may require the Company to so register. For example, under Section 12(g)(1) of the Securities Exchange Act (as amended by the JOBS Act of 2012), private companies with over 2,000 shareholders and over \$10,000,000 in assets, may be required to register with the SEC within 120 days after their fiscal year end. Such registration would increase the operational expenses of the Company and would restrict its activities, thereby possibly having an adverse effect on its business.

The Sarbanes-Oxley Act of 2002 could, should the Company take such action, make the Company's entrance into the public market difficult and expensive. In the wake of well-publicized

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corporate scandals associated with Enron and WorldCom involving management self-dealing and accounting fraud, in July 2002, President Bush signed into law the Sarbanes-Oxley Act of 2002. The Sarbanes-Oxley Act—the most far reaching legislation affecting the federal securities laws since they were created in the 1930's—impacts everything from the role of auditors to public reporting of stock trades by management, from committee independence to reporting of off-balance sheet transactions, and from officer loans to employee whistle-blowing.

Public and registered companies faced dramatic changes in disclosure and corporate governance requirements under the Sarbanes-Oxley Act, and under rules from the SEC, NASDAQ and the NYSE. While these rules and regulations do not generally cover private companies, their influence on private companies is felt in the following ways:

- A private company will become subject to the Sarbanes-Oxley Act upon filing a registration statement with the SEC in anticipation of an IPO.
- The Sarbanes-Oxley Act may result in increased scrutiny of a private company being considered for acquisition by a public company.
- In order to conduct an IPO, a private company would need to evaluate its organization against the requirements of the Sarbanes-Oxley Act and develop a compliance program.
- Full compliance with the Sarbanes-Oxley Act – which can be time-consuming and expensive – can significantly slow the efforts of private companies such as the Company that may seek to enter the public markets.

The Offering price is arbitrary. The price of the Units and the underlying securities offered has been arbitrarily established by the Company, without considering such matters as the state of the Company's business development and the general condition of the industry in which it operates. The price of the Units and underlying securities bears little relationship to the assets, net worth, or any other objective criteria of value applicable to the Company.

Actual results of operations will vary from the Company's projections. Management has prepared projections regarding the Company's anticipated financial performance. The Company's projections are hypothetical and based upon a presumed financial performance of the Company's business and other factors influencing our business. The projections are based on management's best estimate of the probable results of operations of the Company, based on present circumstances, and have not been reviewed by any independent accountants. These projections are based on several assumptions, set forth therein, which management believes are reasonable. Some assumptions upon which the projections are based, however, invariably will not materialize due the inevitable occurrence of unanticipated events and circumstances beyond our control. Therefore, actual results of operations will vary from the projections, and such variances may be material. Assumptions regarding future changes in revenues are necessarily speculative in nature. In addition, projections do not and cannot take into account such factors as general economic conditions, unforeseen regulatory changes, the terms and conditions of future capitalization, and other risks inherent to our business. While management believes that the projections accurately reflect possible future results of the Company's operations, those results cannot be guaranteed.

Additional unforeseen risks. In addition to the risks described in this section, "RISK FACTORS," and elsewhere in this Memorandum, other risks not presently foreseeable could negatively impact our business, could disrupt our operations and could cause the Company to fail. Ultimately, each investor in the Units bears the risk of a complete and total loss of his/her/its investment.

BUSINESS AND PROPERTIES

The Company

The Company is an early-stage, manager-managed formed on January 15, 2025, as a limited liability company. The Company's principal business address is located at 1635 W. Wise Road, Ste 9, Schaumburg, IL 60193. The Company's telephone number is (847) 524-0001.

The Company was organized to acquire, construct, develop, and ultimately resell commercial, mixed-use, multi-family, townhomes and vacant lots throughout Illinois with eventual expansion into California, Texas, Florida and other attractive real estate markets. If there is any excess capital that may be deployed to earn revenue the Company may invest such capital into one of its affiliated real estate projects in the Manager's sole discretion.

INVESTMENT STRATEGY

Overview

The Company was formed to serve as an investment vehicle for certain accredited investors in connection with its planned acquisition, holding, development, and ultimate resale of the Property.

The Company's strategy intends to acquire investment properties under its strategy during a period of five (5) years period subject to one (1) year extension in the sole discretion of the Manager. Once the Company achieves stabilization, expected to be in around 36 – 60 months after close of the Offering, then investors shall expect to receive a return of capital and then distribution of eighty-five percent (85%) of net profits from a Capital Transaction Event.

The Company intends to acquire, develop, and resell commercial, mixed-use, multi-families, and/or townhomes built from ground-up construction on the Property. There can be no assurance given that the intended acquisition, construction, development, and ultimate sale of real estate assets will ultimately result in profitability or returns to investors. Investors and the Company must rely entirely upon the judgment and ability of the Manager, along with its principals and advisors, if any, under the terms herein specified. See "MANAGEMENT" below. There can be no assurance given that the intended returns will be achieved by the Company. See "RISK FACTORS" above.

Leverage

We expect that our project may incorporate real estate mortgage debt, including: (i) first lien mortgages; (ii) construction loans; and/or (iii) acquisition and development loans. The Company may borrow funds in the ordinary course of business at rates and on terms deemed acceptable by the Manager if the Manager deems it necessary at any point in its sole judgement.

Identifying Potential Assets

The Company has identified the Property and will develop from ground-up construction the real estate asset into finished commercial, mixed-use, multi-family and/or townhouses as best suited for the market conditions. The use of proceeds will be primarily used to develop and ultimately resell the Property.

Summary of Company's Investment Strategy

The Company intends to acquire, develop, and resell commercial, mixed-use, multi-families, and/or townhomes built from ground-up construction as its primary investment thesis. In addition to investing in real estate properties, if the Company and the Manager see an attractive debt lending opportunity through hard money loans against secured real estate or to make small investments in emerging growth companies

then such investments will be made to diversity the Company's investment portfolio and potential to earn returns for its investors. The Company does not intend to allocate more than 25% of invested capital in aggregate in hard money loans. With respect to investments in emerging growth businesses, the Company does not intend to allocate more than 10% of invested capital in such businesses. If there is any excess capital that may be deployed to earn revenue the Company may invest such capital into one of its affiliated real estate projects in the Manager's sole discretion.

Investment Period

The Company is intended to operate for a period of five (5) years (subject to one-year extension), beginning upon the date of the closing of this Offering. The Company may use all or part of the funds raised to leverage the real estate projects with debt financing from various banks and joint venture equity partners. Upon the termination of the Investment Period, the Company will seek to sell the real estate assets on any acquired property and will cease making any further investments. No assurance can be given that any property once acquired, will ever be sold, or sold on terms advantageous to the Company. See "RISK FACTORS" above.

Investment Objectives and Policies

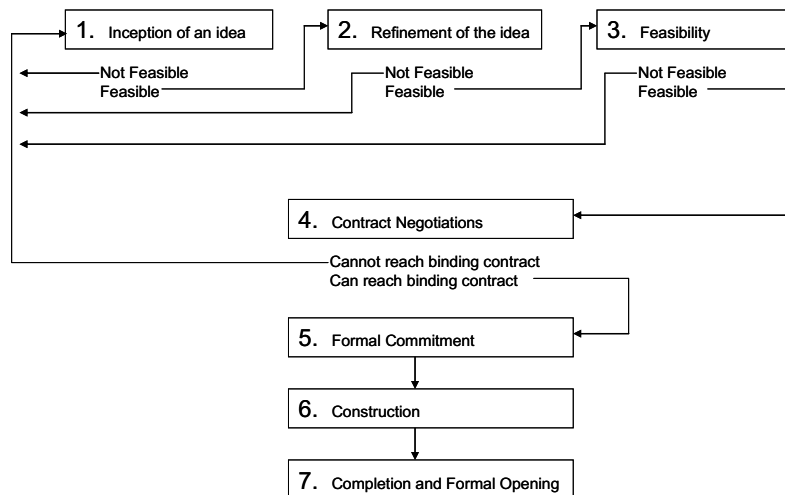
Ultimately, the Company has the following objectives:

- to preserve and protect the Company's original invested capital;
- to produce cash flow; and
- to provide the potential for capital gains through appreciation.

Property Construction Process

Property developers follow a sequence of steps from the moment they conceive a project to the time they complete the construction and begin the asset management functions. It is important for investors to understand this process and the properties that the Company directs investments in. The process can be summed up in an eight-step sequence of events, beginning with inceptions of an idea.

The following diagram outlines the process:



1. The developer, with extensive background knowledge and current market data, seeks out real estate opportunities while conceptualizing development projects;
2. The developer finds a specific site for a specific project concept and researches physical feasibility; begins discussions with lenders and equity providers, as well as possible tenants;

3. The developer conducts formal market studies to estimate market absorption and capture rates; conducts a feasibility study comparing the estimated value of the project with costs; processes plans through government agencies;
4. The developer decides on a final design, which is typically informed by the results of a market study of end users' needs, wants, and ability to pay; contracts are negotiated with lenders and equity providers;
5. Contracts, often contingent on each other, are signed;
6. The developer typically adopts a formal accounting system, seeking to keep all costs within budget; approves all changes suggested by marketing professionals; resolves construction disputes, signs checks, keeps work on schedule;
7. The developer brings in full-time operating staff; utilities are connected; tenants move in; and seek resell of the Project.

With respect to the foregoing typical process for property development, we expect that the Company's Manager will play an integral part in any actual construction process that the Company executes by supplying engineering, development, and financial expertise. We further expect that the Manager will be consulted as to the feasibility of funding any particular project, as well as evaluating a project's expected returns and the risks associated with such a project. The Manager's ultimate goal is to oversee the ground-up construction for completion and resell.

Construction Management

The Company may partner or contract with a construction management team to develop and finish the project.

Current Real Estate Assets

The Company currently owns no real property assets but has identified the target real estate properties in the Illinois real estate market. See Exhibit A for additional information concerning the Property.

Competition

Our main competition includes the following groups of people and organizations:

- real estate agents;
- real estate investors;
- established real estate development companies; and
- newly formed investment funds

We believe that each of these groups of people and organizations will seek to exploit the current real estate market.

Many of our current and potential competitors have longer operating histories and financial and other resources substantially greater than those we possess. As a result, our competitors may be able to more efficiently locate distressed real estate opportunities or more effectively analyze them, or to devote greater resources than we can. Such competitors could also attempt to increase their presence in our markets by forming strategic alliances with other competitors. Such competition could adversely affect our gross profits, margins and results of operations. There can be no assurance that we will be able to compete successfully with existing or new competitors.

U.S. Governmental and Environmental Regulation

Real Estate Related Environmental Regulation

There are many federal and state environmental laws concerning hazardous waste, hazardous substances, petroleum substances (including heating oil and gasoline), radon and other materials, which may affect the properties that the Company acquires. For example, under the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended, and possibly under state law in certain states, a party that purchases property may become liable in certain circumstances for the costs of a remedial action if hazardous wastes or hazardous substances have been released or disposed of on the property. Such costs may be substantial. It is possible that costs for remedial action could become a liability of the Company's assets and in excess of insurance coverage, if any.

REIT and Investment Company Status

We have not qualified as a real estate investment trust under the Internal Revenue Code of 1986, as amended (the "Code"), and therefore we are not subject to the restrictions the Code imposes on the activities of real estate investment trusts. We intend to conduct our business so that we are not an "investment company" within the meaning of the Investment Company Act of 1940. We also intend to conduct our business so that we are not to be deemed a "dealer" in mortgage loans for federal income tax purposes.

Potential Legislation

There may be governmental legislation changes as well as industry changes surrounding the rules and regulations within the real estate markets. These ongoing changes focus around full disclosures, title insurance, and retail market conditions. As appropriate and necessary, the Company will engage legal counsel to analyze the effectiveness of our current documents and disclosures in relation to legislative changes, and modify them, as necessary.

MANAGEMENT

Venus GP LLC (the "Manager")

The Company's sole manager, Venus GP LLC, an Illinois limited liability company, will be responsible for the overall management of the Company and will make all investment decisions in its sole discretion on behalf of the Company. The Manager shall determine whether or not to accept any potential investor as a member of the Company in its sole discretion. The Manager has its offices located at 1635 W. Wise Road, Ste 9, Schaumburg, IL 60193.

The Manager intends to contribute two million (\$2,000,000) in capital through an affiliate as a member/investor to the total eighteen million (\$18,000,000) in the Offering aligning Manager's interests with the investors.

The Manager will provide the following services either directly or through one or more service providers for which the Manager will provide oversight:

- Sourcing and execution of investments in the Company in connection with this Offering and the real estate assets.
- Complete financial analysis.
- Asset valuation.
- Supervision, project management, and property oversight.
- Sale disposition management.

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Responsibility of the Manager

The Manager is accountable to the Company and must exercise good faith and integrity in handling Company affairs.

The Manager is solely owned by Manen Kothari.

Key Management

Manen Kothari – Executive Officer and General Partner

See **Exhibit A** for Manen Kothari's biography.

Board of Advisors

The Company may also seek to establish a board of advisors, which would include one or more highly qualified business and industry professionals. The board of advisors will advise management in making appropriate decisions and taking effective action. However, the board of advisors will not be responsible for management decisions and has no legal or fiduciary responsibility to the Company.

Construction Management

The Company may engage via partnership or contract an established developer (the "Construction Manager") to manage the construction process. The Construction Manager would provide certain services to the Company as the developer, including ensuring the timeline and build-out of the Property as well as contracting and managing the subcontractors. The Construction Manager has not yet been identified.

COMPENSATION TO MANAGEMENT

The Manager will be paid: i) two percent (2%) guarantor fee on any outstanding loan amount for any property ("Guarantor Fee") and ii) one percent (1%) annual fee on assets under management (the "Management Fee", and along with Guarantor Fee the "Manager Fees"). The Manager is entitled to be reimbursed for expenses associated with this Offering and acting as Manager of the Company. After paying investors return of capital and investors Allocable Share of Net Profits, the Manager will receive its fifteen percent (15%) of net profits. The Manager is entitled to be reimbursed for expenses associated with this Offering and acting as Manager of the Company.

With respect to any hard money loans, the Manager will be entitled to customary origination fees as set by the industry.

RETURNS TO INVESTORS

The Company intends to provide investors with a return of capital and eighty-five percent (85%) of net profits from Capital Transaction Event as detailed below.

Investment Period

The Company intends to acquire investment properties under its strategy during a period of five (5) years subject to one (1) year extension in the sole discretion of the Manager. Once the Company achieves stabilization, expected to be in around 36 – 60 months after close of the Offering, then investors shall expect to receive a return of capital and then distribution of eighty-five percent (85%) of net profits from a Capital Transaction Event.

Distribution of Net Profits

A) If the Company has Net Profits from operating income, then such Net Profits shall be distributed annually at the discretion of the Manager and Unit holders shall receive eighty-five (85%) and the Manager fifteen percent (15%).

B) Once an investor's capital is returned from a Capital Transaction Event, then the Company shall payout to investors their Allocable Share of Net Profits, if any, on a pro rata basis as specified below.

The distribution of net profits of the Company shall occur after a Capital Transaction Event. Net Capital Proceeds (as defined below) will be distributed as follows:

- (i) Unit holders to receive Unrecovered Capital Contribution until it has been reduced to zero;
- (ii) 85% of any remaining Net Capital Proceeds to investors as holders of the Units; and
- (iii) 15% of any remaining Net Capital Proceeds to the Manager as holder of the Voting Common Membership Interests.

A "Capital Transaction Event" occurs upon (a) the sale or refinance of the Property (or portion thereof), (b) the sale of all real estate properties intended to be built on the Property, or (c) the sale of substantially all of the assets of the Company or upon dissolution, as the case may be.

"Net Capital Proceeds" means the excess of sale or re-finance revenue, over sales or re-finance costs and fees, including but not limited to repayment of debt, sales commissions, sales fees, establishment of necessary reserves, cash expenditures incurred incident to the sales process, re-finance/origination fees, broker fees, and any other cash expenditures incurred in the re-finance of the Property. Any reserves returned to the Company by any lending institution or any other source will be considered a Capital Transaction Event and part of Net Capital Proceeds.

Return of Capital

Investors shall receive the return of invested capital from Net Capital Proceeds promptly following the occurrence of a Capital Transaction Event.

A "Capital Transaction Event" occurs upon (a) the sale or refinance of all or substantially all of the assets of the Company or (b) upon liquidation or dissolution, as the case may be.

"Net Capital Proceeds" means the excess of sale or re-finance revenue, over sales or re-finance costs and fees, including but not limited to repayment of debt, sales commissions, sales fees, establishment of necessary reserves, cash expenditures incurred incident to the sales process, re-finance/origination fees, broker fees, and any other cash expenditures incurred in the sale of assets. Any reserves returned to the Company by any lending institution or any other source will be considered a Capital Transaction Event and part of Net Capital Proceeds.

Redemptions

Investor Redemption Rights

Provided that the Unit holder's contribution has been invested for at least thirty-six (36) months, any holder of Units may request to have all, or a portion of their Units redeemed at a redemption price equal to the net asset value ("NAV") determined by an independent appraiser selected by the Manager (the "Redemption Price"), which redemption request may or may not be granted at Manager's sole discretion per the following paragraph (the "Redemption Price"), which redemption request may or may not be granted at Manager's sole discretion per the following paragraph.

The Manager reserves the right to waive any or all of the initial thirty-six (36) month waiting period. Redemptions are subject to the Manager's sole discretion to reject redemption requests in whole or in part if deemed in the best interest of the Company and its stakeholders. In addition, the Company shall not be required to liquidate any of its assets in connection with any investor redemption request.

Equalization Payment

Any investor that commits to the Company after initial closing and after funds have been deployed will have to pay an equalization payment that will be calculated by paying the catch-up amount equal to the Net Asset Value (NAV) per Preferred Series A Non-Voting Membership Interest at subsequent closing *minus* initial NAV *multiplied by* number of Preferred Series A Non-Voting Membership Interest purchased ("NAV Catch-Up").

Distribution Policy

Distributions of capital committed and net profits with respect to the investments will be made once the real assets are stabilized during the Investment Period. The distributions from Net Capital Proceeds will be determined by the Manager in their reasonable judgement, by which the Company's cash on hand exceeds its current and anticipated needs, including, without limitation, for operating expenses, debt service, acquisitions, and a reasonable contingency reserve.

Notwithstanding the foregoing, there can be no assurance that the Company will pay any returns to investors. See "RISK FACTORS" for investors' risks concerning the possible loss of all or part of their investment.

Depreciation Method and Accounting Method

The Company reserves the right to select any depreciation method most suitable to the Company objectives. As tax law often changes, the Company will, in consultation with the Company's certified public accountant, select the depreciation method most suitable to the Company's objectives. The Company intends to use the cash method of accounting.

Tax Matters

Investors should be aware of the material federal and state income tax aspects of an investment in the Units, effective as of the date of this Memorandum. An investor should consult with their tax professional to determine the effects of the tax treatment of their purchase of Units on their individual situation.

Foreign Accounts and FATCA

Federal legislation commonly referred to as "*FATCA*" currently imposes withholding taxes on certain U.S. source passive payments to "*foreign financial institutions*" and certain other non-U.S. entities and will generally impose withholding taxes with respect to payments of disposition proceeds of U.S. securities realized after December 31, 2018. Under this legislation, the failure to comply with additional certification, information reporting and other specified requirements could result in withholding tax being imposed on payments of dividends and sales proceeds to U.S. Unit holders who own the Company's Units

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through foreign accounts or foreign intermediaries and certain non-U.S. Unit Holders. The legislation imposes a 30% withholding tax on dividends currently on, and will generally impose a 30% withholding tax on gross proceeds from the sale or other disposition of, the Company's Units paid to a foreign financial institution or to a foreign entity other than a financial institution, unless (i) the foreign financial institution undertakes certain diligence and reporting obligations or (ii) the foreign entity is not a financial institution and either certifies it does not have any substantial U.S. owners or furnishes identifying information regarding each substantial U.S. owner. If the payee is a foreign financial institution (that is not otherwise exempt), it must either (1) enter into an agreement with the U.S. Treasury requiring, among other things, that it undertake to identify accounts held by certain U.S. persons or U.S.-owned foreign entities, annually report certain information about such accounts, and withhold 30% on payments to account holders whose actions prevent it from complying with these reporting and other requirements or (2) in the case of a foreign financial institution that is resident in a jurisdiction that has entered into an intergovernmental agreement to implement FATCA, comply with the revised diligence and reporting obligations of such intergovernmental agreement. Prospective investors should consult their tax advisors regarding this legislation.

Other Tax Considerations

State, Local and Foreign Taxes. We and you may be subject to state, local or foreign taxation in various jurisdictions, including those in which we transact business or reside. Our and your state, local and foreign tax treatment may not conform to the U.S. federal income tax consequences discussed above. Any foreign taxes incurred by us would not pass through to stockholders as a credit against their U.S. federal income tax liability. You should consult your own tax advisors and financial planners regarding the effect of state, local and foreign tax laws on an investment in the common stock.

Legislative Proposals. You should recognize that our and your present U.S. federal income tax treatment may be modified by legislative, judicial or administrative actions at any time, which may be retroactive in effect. The rules dealing with U.S. federal income taxation are constantly under review by Congress, the IRS and the Treasury Department, and statutory changes as well as promulgation of new regulations, revisions to existing statutes, and revised interpretations of established concepts occur frequently. You should, however, consult your advisors concerning the status of legislative proposals that may pertain to a purchase of our Units.

Financial Assumptions

Income expected to be derived from the resale of the developed properties (the "Revenues") are the only moneys expected to be available to make returns to investors, and/or the return of their principal. Certain assumptions have been made in the structuring of the Company. To the extent that acquired properties are not resold on a timely basis, or actual losses associated with resale of the properties are realized to generate profits, the moneys available will likely be insufficient for the payment of returns as a result of costs incurred by the Company. No assurance can be given that the projected resale speed, or acquisition discounts will be realized. As a result, no assurances can be given that the expected level of return can be obtained. Independent of the amounts raised in this Offering, and/or the Revenues, the Company does not have any other assets available to use to pay principal or preferred returns, or otherwise.

ESTIMATED USE OF PROCEEDS

It is intended that substantially all of the proceeds of this Offering will be used to invest in the Property. The funds may also be used to (i) pay the expenses of the Manager, which may include, without limitation, costs associated with procuring real estate assets, including property taxes, consulting fees, other professional service fees, and any other costs associated with acquiring, developing, holding, and ultimately disposing of the Property as budgeted, (ii) reimbursements to the Manager for due diligence work, copies of documents relating to the Property, legal fees, and other miscellaneous offering costs, and (iii) compensation to the Manager for their services and performance as project manager. Pending this use,

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the Company may invest the proceeds of this Offering in money market accounts or other cash items, or other similar investments that the Company deems appropriate.

INDEMNIFICATION OF MANAGERS AND OFFICERS

Our Company Agreement provides for indemnification of managers and officers to the fullest extent permitted under the Illinois Limited Liability Company Act (the “Act”), as follows:

Indemnification by Company. *To the fullest extent permitted by the Act, the Company shall indemnify each Manager and make advances for expenses to each Manager arising from any loss, cost, expense, damage, claim or demand, in connection with the Company, the Manager's status as a Manager or Member of the Company, the Manager's in the management, business and affairs of the Company or such Manager's activities on behalf of the Company. To the fullest extent permitted by the Act, the Company shall also indemnify its Officers, employees and other agents who are not Managers or Members arising from any loss, cost, expense, damage, claim or demand in connection with the Company, any such Person's participation in the business and affairs of the Company or such Person's activities on behalf of the Company.*

Company Agreement

Our Operating Agreement (the “Company Agreement”) provides for the sole authority to manage the Company to reside with one or more managers. Moreover, the Company Agreement does not require annual meetings of the members. Special meetings of the members may be called at any time by the managers or on the written request of the members.

Our Manager is already in place and may only be removed by holders of a majority of our issued and outstanding voting membership interests. Investors in this Offering will only be purchasing non-voting membership interests. Accordingly, investors will have no ability to change control of our management. Each member's and Manager's liability for the debts and obligations of the Company shall be limited as set forth in the Act, and other applicable law. Investor members purchasing the Units shall at all times be limited in risk to their Capital Contributions. All distributions, except in the case of dissolution or liquidation, will be in the sole discretion of the Manager, subject to the provisions of our Company Agreement and the Act.

The foregoing description of the Company's Company Agreement should in no way be relied upon as complete, and it is qualified in its entirety by the actual Company Agreement of the Company.

Limitation of Liability

The Company Agreement provides that our management will not be liable for actions taken by them in good faith in furtherance of our business, and will be entitled to be indemnified by us in such cases. Therefore, our members may have a more limited right against the management, their affiliates and their respective related parties than they would have absent such limitations in the Company Agreement. In addition, indemnification of the management, their affiliates and their respective related parties could deplete our assets possibly resulting in loss by the Unit holders of a portion or all of their investment.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Management of the Company

The members of the management team (see “MANAGEMENT” above), through the Manager, devote only such time to our operations as each of them, in their sole discretion, deem necessary to help carry out our operations effectively. Each of these members may work on other projects, and operate

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ancillary businesses, such as real estate brokerages, property insurance firms, title insurance companies, and construction services, and conflicts of interest may arise in allocating management time, services, or functions among the Company and their other interests.

Conflicts of Interest

Potential conflicts of interest may arise in the course of our operations involving the Company, the Manager, and members of the management team, as well as their respective interests in other potential unrelated activities. The interests of each or any members of the Manager may also be adverse to the interests of each other and the interests of the shareholders of the Company. The Manager and the members of the management team may each own, individually or with other investors, extensive real estate holdings in several markets and expect to continue to acquire, hold and dispose of real estate in those markets during the life of the Company. Notwithstanding the foregoing, the Manager and its principals will use reasonable commercial efforts to advance the interests of the Company. Accordingly, in addition to such potential conflicts of interest noted herein and under “Management of the Company” above, other conflicts of interest may exist or may arise in the future. The Company does not have any formally documented procedures to identify, analyze or monitor conflicts of interest.

Duties of the Manager to the Company

Duty of Care and the ‘Business Judgment Rule’

Just as officers and directors of corporations owe a fiduciary duty to their shareholders, the Manager is required to perform its duties with the care, skill, diligence, and prudence of like persons in like positions. The Manager will be required to make decisions employing the diligence, care, and skill an ordinary prudent person would exercise in the management of their own affairs. The ‘business judgment rule’ should be the standard applied when determining what constitutes care, skill, diligence, and prudence of like persons in like positions.

Duty of Disclosure

The Manager has an affirmative duty to disclose material facts to the members. Information is considered material if there is a substantial likelihood that a reasonable investor would consider it important in making an investment decision. The Manager must not make any untrue statements to the members and must not omit disclosing any material facts to the members.

Duty of Loyalty

The Manager has a duty to avoid undisclosed conflicts of interest. Before raising money from members, the Manager must disclose any conflicts that may exist between the investment interests of the Manager and the investment interests of the Company or any of the individual members.

Litigation

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

Transfer Agent and Registrar

The Company will act as its own transfer agent and registrar for the Units issued hereby.

Related Transactions

The Company and/or its affiliates may be compensated for reasonable administration of the real estate projects. The Company intends to reimburse itself a one-time payment of \$50,000 from the Use of Proceeds for the costs related to the due diligence, administration and assignment of title to the Property.

INCOME TAX CONSIDERATIONS

Federal Income Tax Aspects

The following discussion generally summarizes the material federal income tax consequences of an investment in the Company based upon the existing provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable U.S. Department of Treasury regulations ("Treasury regulations") thereunder, current administrative rulings and procedures and applicable judicial decisions. However, it is not intended to be a complete description of all tax consequences to the prospective Members with respect to their investment in the Company. No assurance can be given that the Internal Revenue Service (the "IRS") will agree with the interpretation of the current federal income tax laws and regulations summarized below. In addition, the Company or the members may be subject to state and local taxes in jurisdictions in which the Company may be deemed to be doing business.

ACCORDINGLY, ALL PROSPECTIVE MEMBERS SHOULD SATISFY THEMSELVES REGARDING THE POTENTIAL FEDERAL AND STATE TAX CONSEQUENCES OF PARTICIPATION IN THE COMPANY AND ARE URGED TO CONSULT THEIR OWN TAX ADVISORS, ATTORNEYS OR ACCOUNTANTS IN CONNECTION WITH ANY INTEREST IN THE COMPANY. EACH PROSPECTIVE INVESTOR/MEMBER SHOULD SEEK, AND RELY UPON, THE ADVICE OF THEIR OWN TAX ADVISORS IN EVALUATING THE SUITABILITY OF AN INVESTMENT IN THE COMPANY IN LIGHT OF THEIR PARTICULAR INVESTMENT AND TAX SITUATION.

Federal Income Tax Matters

The federal income tax consequences of an investment in the Units are complex and their impact may vary depending on each member's particular tax situation. Potential members should consider the following federal income tax risks, among others: (a) the Company may be classified as an association, taxable as a corporation, which would deprive members of the tax benefit of operating in a limited liability company form (taxable as a partnership); (b) a member's share of the Company's taxable income may, in any period exceed his, her, or its share of cash distribution from the Company; (c) the allocation of the Company's income, gain, loss, deduction and credit may lack substantial economic effect and may be reallocated among the members in a manner different from that set forth in the Company Agreement; (d) the federal income tax returns of the Company might be subject to audit, in which event any adjustments to be made in the Company's income, gains, losses, deductions, or credits would be made in a unified audit with regard to which members would have little, if any, control; and (e) adverse changes in the federal income tax laws might occur, which could affect the Company retroactively as well as prospectively.

EACH PROSPECTIVE MEMBER IS URGED TO SEEK CONSULTATION WITH SPECIFIC REFERENCE TO INDIVIDUAL TAX SITUATIONS AND POTENTIAL CHANGES IN THE APPLICABLE LAW.

No IRS Ruling or Opinion of Legal Counsel

The Company will not request a ruling from the IRS with respect to any tax issues concerning the Company, including but not limited to whether the Company will be classified as a "partnership" for federal income tax purposes, or any issues concerning an investment in the Company. Furthermore, the Company will not obtain an opinion of counsel with respect to any of the tax issues concerning the Company or an investment in the Company.

Limited Liability Company Tax Status

The members will be entitled to deduct their distributive share of any Company tax deductions, and to include in income their distributive share of any Company income or gains, only if the Company is classified as a "partnership" rather than a "corporation" for federal income tax purposes. If it is recognized as a "partnership" for tax purposes, the Company will not be subject to federal income tax on any of its

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taxable income, and all Company income, gains, losses, deductions and credits will pass through to the members and will be taxable only once to the members themselves. On the other hand, if the Company were to be classified as an “association” taxable as a corporation, the Company would be subject to federal income tax on its taxable income at the tax rates applicable to corporations, and the members would not be allowed to claim any Company tax credits or deduct any Company operating losses on their individual returns. Consequently, classification of the Company as a partnership for federal income tax purposes will enable the members to secure the anticipated tax benefits of their investment in the Company.

Federal Taxation of Limited Liability Companies and Members

A limited liability company is treated as a partnership for tax purposes, unless, as discussed above, it is classified as an “association” taxable as a corporation. For purposes of this discussion, it is assumed the Company will be classified as a partnership for federal income tax purposes. As such, the Company incurs no federal income tax liability. Instead, all members are required to report on their own federal income tax returns their distributive share of the Company’s income, gains, losses, deductions and credits for the taxable year of the Company ending with or within each member’s taxable year, without regard to any Company distributions.

Taxation of Undistributed Company Income (Individual Investors)

Under the laws pertaining to federal income taxation of partnerships, no federal income tax is paid by the Company as an entity. Each individual member reports on his, her, or its federal income tax return his, her, or its distributive share of Company income, gains, losses, deductions and credits, whether or not any actual distribution is made to such member during a taxable year. Each individual member may deduct his, her, or its distributive share of Company losses, if any, to the extent of the tax basis of his, her, or its membership interests at the end of the Company year in which the losses occurred. The characterization of an item of profit or loss will usually be the same for the member as it was for the Company. Since individual members will be required to include Company income in their personal income without regard to whether there are distributions of Company income, such investors will become liable for federal and state income taxes on Company income even though they have received no cash distributions from the Company with which to pay such taxes.

Tax Law Subject to Change

Frequent and substantial changes have been made and will likely continue to be made, to the federal income tax laws. The changes made to the tax laws by legislation are pervasive and, in many cases have yet to be interpreted by the IRS or the courts.

State and Local Taxes

A detailed analysis of the state and local tax consequences of an investment in the Company is beyond the scope of this Memorandum. Prospective investors are advised to consult their own tax counsel regarding these consequences and the preparation of any state or local tax returns that a member of the Company may be required to file.

MARKET PRICE OF UNITS AND RELATED INTEREST HOLDER MATTERS

The offering price of the securities to which the Memorandum relates has been arbitrarily established by the Company and does not necessarily bear any specific relation to the assets, book value or potential earnings of the Company or any other recognized criteria of value. The Units have not been registered under the Securities Exchange Act of 1934. Our Units have not been traded or quoted on any exchange or quotation system. There is no public market in which shareholders may sell their securities,

and there can be no assurance given that such a market will ever develop. The securities offered hereby are restricted and the investors' rights to sell or transfer their interests are severely limited.

DESCRIPTION OF SECURITIES

Our securities consist of two classes of membership interests (collectively, the "Membership Interests"), including Preferred Series A Non-Voting Membership Interests and Voting Common Membership Interests. Prior to the date of this Memorandum, we have issued a total of 64 Voting Common Membership Interests, zero Preferred Series A Non-Voting Membership Interests, and no other securities (see "EXECUTIVE SUMMARY—Company Capitalization" above). Authority to govern the affairs of the Company rests solely with the Manager of the Company and not with members in their capacity as members. Managers may also be members of the Company. Only holders collectively of a majority of the Voting Common Membership Interests can elect and remove the Manager(s) of the Company. Common Membership Interests are our only authorized voting securities, and Preferred Series A Non-Voting Membership Interests have no voting rights whatsoever.

Preferred Series A Non-Voting Membership Interests ("Preferred Series A Interests")

Holders of our Preferred Series A Interests are members of the Company but have no voting authority. In the event of our liquidation, dissolution or winding up, the holders of the Preferred Series A Interests would have the right to share proportionately in our remaining net assets to the extent funds/profits are available after payment of the Company's creditors and liquidation expenses, and subject to the terms of this Memorandum. Holders of Preferred Series A Interests have the right to receive distributions and returns as set forth in "RETURNS TO INVESTORS" above.

Common Membership Interests

The Manager is the sole holder of our Common Membership Interests having voting authority and deemed the member of the Company. Holders of our Common Membership Interests have limited voting authority and are deemed members of the Company. The holders of our Common Membership Interests are entitled to one vote for each interest held of record by them (see "EXECUTIVE SUMMARY—Company Capitalization" and "EXECUTIVE SUMMARY—Ownership in the Company" above). Holders of a majority of the aggregate issued and outstanding Common Voting Membership Interests in the Company can elect and remove the Manager of the Company in accordance with the Company's Operating Agreement. The holders of the Common Voting Membership Interests have the right to receive distributions of their Allocable Share of Net Profits, subject to the rights of the Preferred Series A Interest holders, when, as, and only if declared by the Manager out of funds legally available, therefore. In the event of our liquidation, dissolution, or winding up, the holders of the Common Voting Membership Interests would have the right to share proportionately in our remaining net assets after all requisite distributions and returns are made to the Preferred Series A Non-Voting Membership Interest holders, and to the extent funds/profits are available after payment of the Company's creditors and liquidation expenses, subject to the terms of this Memorandum. The rights of the Unit holders to the payment of their preferred returns, and repayment of invested capital, as provided herein are senior to the Manager's equity ownership interests. See "RETURNS TO INVESTORS" and "COMPENSATION TO MANAGEMENT" above.

Undesignated Membership Interests

In the future, the Company may authorize and sell additional membership interests to that which is currently authorized, or even one or more series of membership interests not yet designated. The Manager has sole authority, in accordance with the provisions of our Operating Agreement, and without action by the members, to designate and issue all or any portion of the remaining authorized but un-issued Interests of each of the series currently authorized, as well as authorize, designate and issue one or more series of other membership interests and to determine the voting rights, preferences, privileges and restrictions,

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including without limitation dividend rights, conversion rights, terms of redemption, liquidation preferences and the number of interests constituting any series in the designation of such series.

OTHER MATTERS

Certain Transactions

Contemporaneous and Subsequent Offering Transactions

The Company, in its absolute discretion, may carry out contemporaneous and/or additional subsequent offerings of its securities on terms and conditions it deems appropriate without notice to investors herein or other stakeholders, subject to applicable securities laws.

Subscription Agreement

Purchase of the Units shall be made pursuant to the execution of a subscription agreement, the form of which is attached hereto as Appendix A, and which contains, among other things, certain representations and warranties by the subscribers and covenants reflecting the provisions set forth herein.

FINANCIAL INFORMATION

This Memorandum contains forward-looking statements. These statements are based on our management's current expectations about the businesses and the markets in which we operate. Such forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties or other factors which may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Actual operating results may be affected by various factors including, without limitation, changes in national economic conditions, competitive market conditions, uncertainties and costs related to the imposition of conditions on receipt of governmental approvals and costs of entitlement, and actual versus projected timing of events, all of which may cause such actual results to differ materially from what is expressed or forecast in this Memorandum.

Results of Operations

As of July 21, 2025, the Company had only limited cash in connection with start-up activities. The Company anticipates that it will cover its working capital requirements until sufficient investments are received.

ADDITIONAL INFORMATION

Manen Kothari, Executive Officer and General Partner of the Company, will be available upon request to answer questions concerning the terms of this Offering, to provide any reasonably requested information necessary to verify the accuracy of the information contained in this Memorandum and to provide such other information reasonably requested by prospective investors as they deem necessary for the purposes of considering an investment in the Company. Mr. Kothari can be contacted by telephone at (847) 524-0001 or email at mkothari@sktaxes.com.

You should rely only on the information contained in this Memorandum. We have not authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making an offer to sell these securities in any

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jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this Memorandum is accurate as of the date on the front cover of this Memorandum only. Our business, financial condition, results of operations and prospects may have changed since that date.

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EXHIBIT A

INVESTOR PRESENTATION

SUBSCRIPTION AGREEMENT

INVESTOR QUESTIONNAIRE

LIMITED LIABILITY COMPANY OPERATING AGREEMENT