

Potential Investment Agreement

Dated as of _____, 2017

This Potential Investment Agreement (this "Agreement") is entered into as of the date first set forth above by and between Longevity Partnership Fund, LLC, a Delaware limited liability company (the "Fund"), and the potential investor whose name is set forth below ("Investor").

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Fund and Investor agree as follows:

1. Investor is considering an investment in the Fund.
2. In order for the Fund to negotiate with the applicable third parties with whom projects may be undertaken or investments made by the Fund (the "Investments"), the Fund is required to show that it has the financial capability to pursue the applicable project or investment.
3. Investor agrees to place the funds as set forth herein into escrow with the Fund, pursuant to the escrow agreement as attached hereto as Exhibit 1 (the "Escrow Agreement") such that the Fund will be able to show such financial capability to undertake the Investments.
4. In order to accomplish the above, the parties hereto agree as follows:
 - (a) The Investor hereby agrees to transmit to the Fund an amount of money as set forth on the signature page hereof (the "Investment Amount").
 - (b) The Fund shall place the Investment Amount into the escrow account pursuant to the Escrow Agreement.
 - (c) The Fund shall thereafter negotiate with the applicable third parties for the applicable Investment.
 - (d) In the event that the final terms and conditions of an Investment are agreed by the Fund and the applicable third party, the Fund will provide details regarding the same to the Investor, which will be included in a customary private placement memorandum and related documentation.
 - (e) Investor shall thereafter have the option to elect whether to participate in the applicable Investment and, if Investor does elect to participate, the Investment Amount may be utilized for that purpose.
 - (f) The parties acknowledge and agree that any election to participate in an Investment by the Investor will be subject to the acceptance of the Fund, and the completion and acceptance by the Fund of customary subscription/investment documentation.
5. The Fund will not withdraw or utilize any part of the Investment Amount from the escrow account without the prior written approval of the Investor.

6. Investor may demand a return of the Investment Amount at any time, and, upon any such request, the Fund shall process such return within five (5) days of receipt of a written request.

7. Miscellaneous.
 - (a) The Fund shall pay the costs and expenses of the escrow agent pursuant to the Escrow Agreement, but each party shall otherwise pay its own fees and expenses related to this Agreement.

 - (b) This Agreement, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, discussions and representations, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

 - (c) Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via email with return receipt requested and received, or (b) the 2nd business day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (v) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto, or such other address as may be designated in writing hereafter, in the same manner, by such person.

 - (d) This Agreement may not be amended, and no provision of this Agreement may be waived, except in a written instrument signed by the Fund and the Investor.

 - (e) The Fund may return the Investment Amount to the Investor at any time. Upon any return of the Investment Amount to the Investor hereunder for any reason, this Agreement shall automatically terminate, without further action of the parties.

 - (f) This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

 - (g) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida, without regard to the principles of conflicts of law thereof. Each party agrees that all proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement shall be commenced exclusively in the state or Federal courts sitting in Palm Beach County Florida, and each party hereto hereby irrevocably submits to the exclusive jurisdiction of such courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any such proceeding, any claim that it is not personally subject to the jurisdiction of any such courts, or that such proceeding has been commenced in an improper or inconvenient forum. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN

ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

- (h) If any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.
- (i) This Agreement may be executed in two or more counterparts, and by facsimile or electronic transmission, all of which when taken together shall be considered one and the same agreement.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Investor Name: _____

By: _____

Name: _____

Title (if applicable): _____

Address: _____

Email address: _____ @ _____

Investment Amount: \$ _____

Longevity Partnership Fund, LLC
a Delaware limited liability company

Date: _____, 2017.

By: BioFutures, LLC
Its: Managing Member

By: _____
William Faloon
Chief Executive Officer

1645 Village Center Circle, Suite 170
Las Vegas, NV 89134

Email: Bill@WilliamFaloon.com

Exhibit A
Escrow Agreement

(Attached)