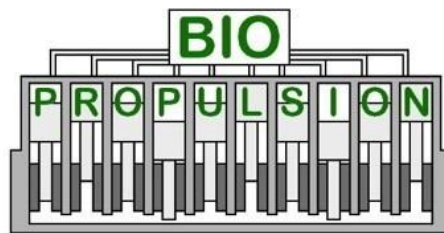


# Offering Statement

April 12, 2017



**A CROWDFUNDING INVESTMENT INVOLVES RISK. YOU SHOULD NOT INVEST ANY FUNDS IN THIS OFFERING UNLESS YOU CAN AFFORD TO LOSE YOUR ENTIRE INVESTMENT.**

**IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN COMMENDED OR APPROVED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THESE AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT.**

**THE U.S. SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OF ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING DOCUMENT OR LITERATURE.**

**THESE SECURITIES ARE OFFERED UNDER AN EXEMPTION FROM REGISTRATION; HOWEVER, THE U.S. SECURITIES AND EXCHANGE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THESE SECURITIES ARE EXEMPT FROM REGISTRATION.**

**No person has been authorized to give any information or to make any representations in connection with the offer made by this investment memorandum, nor has any person been authorized to give any information or make any representations other than those contained in this investment memorandum, and if given or made, such information or representations must not be relied upon. This investment memorandum does not constitute an offer to sell or solicitation of an offer to buy in any jurisdiction in which such offer or solicitation would be unlawful or to any person to whom it is unlawful to make such offer or solicitation. Neither the delivery of this offering statement nor any sale made hereunder shall, under any circumstances, create an implication that there has been no change in the affairs of our company since the date hereof.**

**NOTE: Investors may cancel an investment commitment until 48 hours prior to the deadline identified in these offering materials.**

**The intermediary will notify investors when the target offering amount has been met. If the issuer reaches the target offering amount prior to the deadline identified in the offering materials, it may close the offering early if it provides notice about the new offering deadline at least five business days prior to such new offering deadline (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment).**

**If an investor does not cancel an investment commitment before the 48-hour period prior to the offering deadline, the funds will be released to the issuer upon closing of the offering and the investor will receive securities in exchange for his or her investment.**

**If an investor does not reconfirm his or her investment commitment after a material change is made to the offering, the investor's investment commitment will be cancelled and the committed funds will be returned.**

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# BIOPROPULSION LLC

**\$100,000 in Convertible Promissory Notes**

**\$1,000.00 per Note**

## SUMMARY

*The following summary is qualified in its entirety by the detailed information appearing elsewhere in this investment memorandum. See “Risk Factors” for information to be considered by prospective investors.*

Biopropulsion LLC (the “Company”), an Oregon limited liability company, has developed two revolutionary technologies. One, termed the “Clean Air Now” technology, significantly reduces carbon dioxide emissions from vehicles. The second, termed the “Carbon Alternative Now” technology, allows for energy storage using compressed air at greater efficiencies than what is currently available. The Company has developed working prototypes of both CAN technology. The Company will use the proceeds from this offering to develop these technologies further.

We are offering a total of \$100,000 worth of convertible promissory notes (the “Notes”). The Notes will be paid, together with accrued interest, on the earlier of December 31, 2020 or a change of more than 50% control or ownership of the Company. In the event that prior to such date the Company raises capital in excess of \$1,000,000, the balance of the Note will convert into equity of the Company at a conversion rate of 80% of the price per membership unit in such financing.

## RISK FACTORS

**A crowdfunding investment involves risk. You should not invest any funds in this offering unless you can afford to lose your entire investment.**

**In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.**

**The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or literature.**

**These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.**

For purposes of this section, the terms “we,” “us,” and “our” refer to Biopropulsion LLC (the “Company”), and the term “you” refers to Purchaser. You are urged to consider carefully, with your advisers, all of the risks described below before deciding whether to purchase the Note. Each of the risks identified below could have a material adverse effect on your investment in the Note and may result in the loss of your entire investment.

Nothing contained in these Risk Factors is or may be relied on as a promise or representation as

to any future performance or event. These Risk Factors speak only as of the date of this Agreement, and we have no duty to update these Risk Factors. These Risk Factors do not purport to contain all information that might be required to evaluate your decision to purchase the Note, and you must conduct your own independent analysis.

These Risk Factors contain forward-looking statements that are based on our expectations, assumptions, estimates, and projections about our business and its future. These forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those described in these Risk Factors. In addition to the risks specifically identified in these Risk Factors, we may face additional risks and uncertainties not presently known to us or that we currently deem immaterial, which risks or uncertainties may ultimately have a material adverse effect on your investment.

No person has been authorized to give any information or to make any representation other than those contained in this memorandum. You should not rely on any information or representations other than those contained in this Offering Statement.

### **Company Risks**

1. We have a limited operating history. Our business is recently formed and has a limited operating history. We face the general risks associated with any new business operating in a competitive industry, including the ability to fund our operations from unpredictable cash flow and capital-raising transactions. There can be no assurance that we will achieve our anticipated investment objectives or operate profitably.
2. Our ability to repay the Note is dependent on the success of the technology We will be able to repay the Note in full only if development of the technologies is successful, which may be dependent on the Company securing additional funds for development. There is no certainty that the Company will be able to secure such funds or that the technologies will be able to be successfully deployed. Consequently, you may lose your entire investment in the Note.
3. We have no financial statements. We currently have no actual financial statements. Consequently, your ability to assess our financial condition, our results of operations, and our cash flow is severely limited. We encourage you to consult with your legal and financial advisors to determine whether you have sufficient financial information to evaluate the merits and risks of purchasing the Note.
4. Any financial projections that may have been disclosed to you (in writing, orally, or otherwise) were for illustrative purposes only. Any financial projections that may have been disclosed to you, were based on a variety of estimates and assumptions which may not be realized, and are inherently subject to significant business, economic, legal, regulatory, and competitive uncertainties, most of which are beyond our control. There can be no assurance that any projections that may have been disclosed to you will be realized, and actual results may differ materially from such projections.
5. We will need to raise additional financing. Our ability to implement our business plan will depend on our ability to obtain additional financing in the future. We intend to borrow additional funds from persons on terms that are substantially similar to the terms of the Note, as well as raising additional funds through the issuance of equity and senior debt. However, we cannot assure you that we will be able to do this or that additional financing will be available on terms favorable to us. If adequate funds are not available on

acceptable terms, our ability to continue and grow our businesses would be dependent on the cash from your loan and on the cash flow, if any, from our operations, which may not be sufficient.

6. Our success depends on the skills and expertise of Thom Gambaro (“Executive Team”). Our success substantially depends on the skills, talents, abilities, and continued services of the Executive Team. There is no guarantee that Executive Team will manage our business successfully. We do not carry life or disability insurance on the Executive Team. The loss of the services of the Executive Team, for any reason, may have a material adverse effect on your investment.
7. You will not have any right to control management. You will be a creditor of the Company without any right to control the management of the Company. Thom Gambaro in his capacities as our manager will have complete control over all of the decisions related to our business. Thom Gambaro could cause the Company to take actions over your objections. Additionally, Thom Gambaro will not be obligated to cause the Company to pursue any alternative course of action that may be suggested or advocated by you.
8. There will be significant restrictions on your ability to assign the Note. The Note is nonnegotiable, and you may not assign the Note to any person. Additionally, federal and state securities laws may place additional restrictions on your ability to transfer your units. Because of these restrictions, you may be unable to liquidate your investment in the event of an emergency or for any other reason. As a result, you should purchase the Note only if you are prepared to hold the Note for an indefinite period of time, or at least until the maturity date of the Note.
9. This offering has not been reviewed or approved by the government. No government agency or authority has reviewed or approved this Agreement or any of the documents provided to you relating to this memorandum, including these Risk Factors. Further, no government agency or authority will review or approve any of the documents provided to you if the Note is converted into units of the Company. You are expected to conduct your own review and analysis before deciding whether to purchase the Note.
10. An investment in the Note has tax consequences. The tax consequences of purchasing the Notes are may vary depending on your particular tax situation. We strongly encourage you to consult with your legal and tax advisors to determine the tax implications of purchasing the Note.

## **OFFERING**

Biopropulsion, LLC, an Oregon limited liability company (“Issuer”), is offering up to \$100,000 in convertible promissory Notes (the “Notes”) in increments of \$1,000.00, the proceeds of which will be used to develop and commercialize the CAN Technologies, and for general purposes. The Notes bear simple interest at a rate of eight percent per annum, which will accrue until the earlier of December 31, 2020 or conversion of the Notes. The Notes are general obligations of the Issuer. The Notes will convert in to equity of the Issuer upon a subsequent financing of the Issuer of \$1,000,000, with the Notes converting into equity at a discount of 20% to the price of the units offered in such round.

The offering deadline is April 15, 2018 (“Offering Deadline”); if the target offering amount of \$5,000 (the “Target Amount”) is not achieved by the Offering Deadline (and the Issuer does not

extend the Offering Deadline), purchase commitments will be canceled and returned. The Issuer will accept purchases in excess of the Target Amount and sell Notes up to an aggregate Offering amount of \$100,000.

### **USE OF PROCEEDS**

The Issuer has developed, installed and tested a technology that significantly reduces carbon dioxide emissions in vehicular emissions and a technology that allows for efficient generation of electricity from compressed air (collectively, the “CAN Technologies”). The Issuer will use the proceeds from the sale of the Notes to (a) further develop and test the CAN Technologies, including the development and testing of additional prototypes and other emission reduction applications of the CAN Technologies, (b) secure the intellectual property of the CAN Technologies, and (c) fund corporate operations.

### **ABOUT THE ISSUER**

The Issuer is a limited liability company organized under the laws of the State of Oregon, and was formed for the sole purpose of developing the CAN Technologies.

The Issuer is:

- Organized under the laws of the State of Oregon.
- Not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934.
- Not an investment company registered or required to be registered under the Investment Company Act of 1940.
- Not ineligible to rely on this exemption under Section 4(a)(6) of the Securities Act as a result of a disqualification specified in Rule 503(a) of Regulation Crowdfunding.
- Has filed with the Commission and provided to investors, to the extent required, the ongoing annual reports required by Regulation Crowdfunding during the two years immediately preceding the filing of this offering statement (or for such shorter period that the issuer was required to file such reports).
- Not a development stage company that (a) has no specific business plan or (b) has indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies.

Neither the Issuer nor any of its predecessors has previously failed to comply with the ongoing reporting requirements of Rule 202 of Regulation Crowdfunding.

The Company has no directors. The Issuer’s sole member is Thom Gambaro. The Issuer’s Manager is Thom Gambaro (*see “About the Founder” below*).

### **ABOUT THE TECHNOLOGY**

The Company has two promising technologies in its portfolio. First, it has the “Clean Air Now” technology, invented by Biopropulsion LLC, that has the potential to significantly reduce carbon dioxide emissions in auto exhaust. Initial test results on a 1992 5-Series BMW equipped with a prototype incorporating the technology show a 75% reduction in carbon dioxide emissions from the vehicle’s tailpipe. The prototype can be used while the vehicle is in motion and does not appear to significantly increase the fuel consumption of the vehicle or otherwise degrade the performance of the vehicle. This technology uses ordinary “off-the-shelf” components and does not require any unique or difficult to obtain materials. It can be easily installed on most vehicles,

and once fully developed and tested, can be quickly and broadly deployed by trained installers, thereby having a significant impact in the reduction of tailpipe emissions on a grand scale

Second, it has the Carbon Alternative Now technology, invented by Biopropulsion LLC, which offers the method to generate electricity using compressed air, thereby allowing intermittent renewable energy, such as wind or solar, to serve as a baseload resource. Upon widespread deployment, this method could eliminate two billion metric tons of CO<sub>2</sub> per year in the U.S. alone. The Company is also exploring how the technology can be used to charge electric vehicles.

## **ABOUT THE FOUNDER**

The Founder of BioPropulsion LLC, Thom Gambaro has developed two processes prior to the CAN Technologies. The first process was called the “Sea-to-Steam” process that produced heat from sea water intended to be a renewable resource for the coal fired electric power plants to replace coal. PGE was interested however BTU for BTU the “Sea-to-Steam” process could not at the time undersell coal.

The second process that was developed was a process to convert “Mammal Urine” to “Mammal Fuel”. The largest waste product currently on planet Earth is “Mammal Urine” and the “Mammal Fuel” process produced Hydrogen as a fuel that could be used industrially. The process worked in the lab; however, funds to prove commercial viability were not secured.

Together, the CAN Technologies have the potential to have an impact on the attainment of greenhouse gas reductions agreed upon by representatives from 194 countries at the Paris Accord. This development has enormous potential worldwide.

For more information on us, please see our website at [www.can-trade-secret.com](http://www.can-trade-secret.com)



## TERMS OF THE OFFERING

### SUMMARY OF PRINCIPAL TERMS FOR CONVERTIBLE PROMISSORY NOTES

*THIS SUMMARY OF PRINCIPAL TERMS (“TERM SHEET”) SUMMARIZES THE PRINCIPAL TERMS OF A PROPOSED ISSUANCE OF CONVERTIBLE PROMISSORY NOTES AND DOES NOT CONSTITUTE ANY BINDING OBLIGATION OF THE PARTIES. THE TERMS OF ANY PURCHASE AND SALE OF CONVERTIBLE PROMISSORY NOTES ARE SUBJECT TO THE TERMS OF DEFINITIVE DOCUMENTS EXECUTED BY THE PARTIES. THIS TERM SHEET DOES NOT CONSTITUTE EITHER AN OFFER TO SELL OR AN OFFER TO PURCHASE SECURITIES.*

<b><i>Issuer</i></b>	Biopropulsion, LLC., an Oregon limited liability company (the “ <u>Company</u> ”),
<b><i>Securities to be Issued</i></b>	Convertible Promissory Notes (each, a “ <u>Note</u> ”)
<b><i>Offering Amount</i></b>	Up to \$100,000.00 offering
<b><i>Minimum Investment Amount</i></b>	\$1,000 minimum investment
<b><i>Use of Proceeds</i></b>	Develop and secure the CAN Technologies described in the Offering Statement.
<b><i>Interest</i></b>	8% per annum. Interest shall be simple interest accruing but unpaid, until repayment or conversion of the Note.
<b><i>Maturity Date</i></b>	If not earlier converted as described above, principal and accrued interest on the Note will be due and payable on the earlier of (i) the third anniversary of the closing, or (ii) a Change of Control (the “ <u>Maturity Date</u> ”).
<b><i>Conversion upon Qualified Equity Financing</i></b>	In the event the Company consummates, prior to the Maturity Date, an equity financing pursuant to which it sells units (the “ <u>New Units</u> ”) with an aggregate sales price of not less than \$1 million in cash, excluding any and all notes which are converted into New Units (including the Notes issued under the Purchase Agreement), and with the principal purpose of raising capital (a “ <u>Qualified Equity Financing</u> ”), then, all of the outstanding principal amount and accrued interest under the Notes shall be convertible at the option of the Investor into shares of the Capital Stock at a price that reflects a twenty percent (20%) discount (the “ <u>Conversion Discount</u> ”) to the price per share of Capital Stock in such Qualified Equity Financing (the “ <u>Financing Conversion</u> ”). The Company shall give the Investors not less than fifteen (15) days advance written notice of any Qualified Equity Financing. The shares of Capital Stock issued pursuant to a Financing Conversion will be subject to the same terms as the New Units. Upon satisfaction of the conditions set forth above, the Note shall be deemed converted and of no further force and effect.
<b><i>Change of Control</i></b>	The Company will give the Investor not less than fifteen (15) days advance written notice of any Change of Control.
<b><i>Prepayment</i></b>	The Note may not be prepaid without the prior written consent of holders holding a majority of the principal of all Notes outstanding.

***Information Rights***

The Company will provide the Investors reports as required under Regulation Crowdfunding.

***Expenses***

The Company and the Holders will each bear their own legal and other expenses with respect to the transactions contemplated by this Term Sheet.

***Other***

The Notes are being offered under Section 4(a)(6) of the Securities Act of 1933 (the “Act”) and Regulation Crowdfunding, and are thus exempt from registration under the Act. This Term Sheet is intended as an outline of certain of the material terms of the Notes and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that will be contained in a Note Purchase Agreement, the Note and the other definitive documents. Prospective note purchaser should review the Offering Statement and the Risk Factors.

## LEGAL MATTERS

The Notes have not been, nor will they be, registered under the Securities Act of 1933 or any state securities laws. This Nonnegotiable Promissory Note may not be sold, assigned, or otherwise negotiated to any person unless pursuant to an effective registration statement filed under the Securities Act of 1933 and applicable state securities laws, or unless the Company receives an opinion of counsel, in form and from counsel acceptable to the Company, that the sale, assignment, or other negotiation is exempt from the registration requirements of the Securities Act of 1933 and applicable state securities laws.

These securities are being offered pursuant to an exemption from registration under Section 4(a)(6) of the Securities Act of 1933 and Regulation Crowdfunding. Each purchaser of any Note acknowledges and represents that it is a qualified investor for securities offered pursuant to these exemptions, and that upon payment of the purchase price, the Note Purchase Agreement constitutes a legal and binding obligation of such purchaser.

NOTE: Investors may cancel an investment commitment until 48 hours prior to the deadline identified in these offering materials.

The intermediary will notify investors when the target offering amount has been met. If the issuer reaches the target offering amount prior to the deadline identified in the offering materials, it may close the offering early if it provides notice about the new offering deadline at least five business days prior to such new offering deadline (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment).

If an investor does not cancel an investment commitment before the 48-hour period prior to the offering deadline, the funds will be released to the issuer upon closing of the offering and the investor will receive securities in exchange for his or her investment.

If an investor does not reconfirm his or her investment commitment after a material change is made to the offering, the investor's investment commitment will be cancelled and the committed funds will be returned.

The securities being offered may not be transferred by any purchaser of such securities during the one-year period beginning when the securities were issued, unless such securities are transferred:

- (1) to the issuer;
- (2) to an accredited investor;
- (3) as part of an offering registered with the U.S. Securities and Exchange Commission; or
- (4) to a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

NOTE: The term "accredited investor" means any person who comes within any of the categories set forth in Rule 501(a) of Regulation D, or who the seller reasonably believes comes within any of such categories, at the time of the sale of the securities to that person.

The term "member of the family of the purchaser or the equivalent" includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the purchaser, and

includes adoptive relationships. The term “spousal equivalent” means a cohabitant occupying a relationship generally equivalent to that of a spouse

### **ADDITIONAL INFORMATION**

For additional information regarding the Offering or the terms thereof, please contact the Issuer via its listing on [GridShare.com](http://GridShare.com).