

**2ND SUPPLEMENT TO
CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM**

VIRTUA 99TH HOLDINGS, LLC,
an Arizona limited liability company

Quyp Development Services, LLC, Manager

Attn: Kathleen Robinson

17242 W. Watkins St.

Goodyear, AZ 85338

kathy@vpointconsulting.com

(602) 850-2010

Total Offering Amount: Approximately \$3,250,000

November 3, 2016

**2nd SUPPLEMENT TO
CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM
OF
VIRTUA 99th HOLDINGS, LLC**

This 2nd Supplement (the “Supplement”) to the Confidential Private Placement Memorandum of Virtua 99th Holdings, LLC, an Arizona limited liability company (the “Company”), supplements the Confidential Private Placement Memorandum of the Company dated October 7, 2016 and the first Supplement To Confidential Private Placement Memorandum dated October 12, 2016 (jointly the “Memorandum”). This Supplement is being furnished to prospective investors on a confidential basis for consideration in connection with a potential investment in the Company. The information contained herein is integral to a decision as to whether to invest in the Company, and accordingly, prospective investors should review both this Supplement and the Memorandum prior to making an investment in the Company. To the extent that the information contained in this Supplement is inconsistent with the Memorandum, this Supplement shall supersede the information contained in the Memorandum.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED, APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (“SEC”), ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY. NONE OF THE FOREGOING AUTHORITIES HAVE PASSED UPON, OR ENDORSED THE MERITS OF, THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS SUPPLEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SEC UNDER THE SECURITIES ACT OF 1933 (“1933 ACT”), OR UNDER THE SECURITIES LAWS OF ANY STATES, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND SUCH STATE LAWS. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE 1933 ACT AND SUCH APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREUNDER. THERE IS NO PUBLIC OR OTHER MARKET FOR THESE SECURITIES, NOR IS IT LIKELY THAT ANY SUCH MARKET WILL DEVELOP. THEREFORE, INVESTORS MUST EXPECT TO RETAIN OWNERSHIP OF THE SECURITIES AND BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD.

IN ADDITION, THE OPERATING AGREEMENT OF THE COMPANY (THE “OPERATING AGREEMENT”) CONTAINS RESTRICTIONS ON TRANSFER AND RESALE OF THE SECURITIES OFFERED HEREBY.

THIS SUPPLEMENT DOES NOT CONSTITUTE AN OFFER TO SELL, OR A SOLICITATION OF AN OFFER TO BUY, A SECURITY IN ANY JURISDICTION OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION IN THAT JURISDICTION.

NO PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH THIS OFFERING TO GIVE ANY INFORMATION OR MAKE REPRESENTATIONS OTHER THAN AS CONTAINED IN THIS SUPPLEMENT AND THE MEMORANDUM. NO INVESTOR SHOULD CONSIDER OR RELY UPON ANY REPRESENTATION OR INFORMATION NOT SPECIFICALLY CONTAINED HEREIN OR THE IN THE MEMORANDUM, AS NO SUCH EXTRANEIOUS REPRESENTATION OR WARRANTY HAS BEEN AUTHORIZED BY THE COMPANY, QUYP DEVELOPMENT

SERVICES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY (THE "MANAGER") OR ANY MEMBERS OR AFFILIATES THEREOF. FURTHERMORE, IN THE EVENT THAT ANY OF THE TERMS, CONDITIONS OR OTHER PROVISIONS OF THE OPERATING AGREEMENT ARE INCONSISTENT WITH OR CONTRARY TO THE DESCRIPTIONS OR TERMS IN THIS SUPPLEMENT OR THE MEMORANDUM, THE OPERATING AGREEMENT WILL CONTROL.

PROSPECTIVE INVESTORS ARE EXPECTED TO CONDUCT THEIR OWN INQUIRIES INTO THE COMPANY, ITS AFFILIATES AND ITS BUSINESS AND OPERATIONS. THE CONTENTS OF THIS SUPPLEMENT ARE NOT TO BE CONSTRUED AS LEGAL, TAX OR INVESTMENT ADVICE. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN ADVISOR(S) AS TO LEGAL, TAX, BUSINESS AND RELATED MATTERS CONCERNING THIS INVESTMENT.

THIS SUPPLEMENT IS CONFIDENTIAL AND CONSTITUTES AN OFFER ONLY TO THE OFFEREE HEREOF. DELIVERY OF THIS SUPPLEMENT TO ANYONE OTHER THAN THE OFFEREE OR SUCH OFFEREE'S ADVISORS IS UNAUTHORIZED AND ANY REPRODUCTION OF THIS SUPPLEMENT, IN WHOLE OR IN PART, OR ANY ATTEMPT TO DIVULGE ITS CONTENTS, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY IS PROHIBITED. THE DELIVERY OF THIS SUPPLEMENT DOES NOT IMPLY THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE ON THE COVER HEREOF.

THIS SUPPLEMENT DOES NOT UPDATE ANY OF THE INFORMATION CONTAINED IN THE MEMORANDUM AS OF THE DATE HEREOF, OTHER THAN ITEMS SPECIFICALLY REFERENCED IN THIS SUPPLEMENT. THE UNAFFECTED PORTIONS OF THE MEMORANDUM SHALL CONTINUE TO BE EFFECTIVE AS OF THE ORIGINAL DATE OF THE MEMORANDUM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND TO THE EXTENT DISCLOSURE WOULD NOT VIOLATE FEDERAL OR STATE SECURITIES OR OTHER APPLICABLE LAWS, EACH OFFEREE (AND EACH EMPLOYEE, REPRESENTATIVE OR OTHER AGENT OF SUCH OFFEREE) IS AUTHORIZED TO DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATION OF ANY KIND, THE "TAX TREATMENT" AND "TAX STRUCTURE" (WITHIN THE MEANING SECTION 6011 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER) OF THE COMPANY AND ALL MATERIALS OF ANY KIND (INCLUDING OPINIONS OR OTHER TAX ANALYSES) THAT ARE PROVIDED TO SUCH OFFEREE RELATING TO SUCH TAX TREATMENT OR TAX STRUCTURE, EXCEPT THAT, WITH RESPECT TO ANY DOCUMENT OR SIMILAR ITEM THAT CONTAINS INFORMATION CONCERNING THE TAX TREATMENT OR TAX STRUCTURE OF THE COMPANY AS WELL AS OTHER INFORMATION, THIS AUTHORIZATION SHALL ONLY APPLY TO THE PORTIONS OF SUCH DOCUMENT OR SIMILAR ITEM THAT RELATE TO THE TAX STRUCTURE OR TAX TREATMENT OF THE COMPANY.

Introduction

This Supplement is intended to update the Memorandum to reflect certain changes as discussed further below. This Supplement does not update any information except as specifically described herein. This Supplement only describes such changes generally and does not undertake to update revised information in each instance that such information appears in the Memorandum; however, investors should be aware that any changes described herein also apply in each instance that the relevant information appears in the Memorandum. To the extent, and only to the extent, that the information contained herein conflicts with information contained in the Memorandum, the information contained herein will supersede such prior information. Capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Memorandum.

Reduction in First Deed of Trust Loan Amount, Supplemented by New 2nd Deed of Trust

It was previously anticipated that INCA Capital, LLC, or its affiliate (“INCA”), would make the Property Owner a loan in the amount of \$2,250,000 secured by a first deed of trust on the Property. INCA has reduced the amount of its tentative loan commitment to \$1,300,000. Property Owner intends to make up this \$950,000 reduction through a loan from Virtua 99th Loan, LLC (the “Subordinate Lender”). The Subordinate Lender is a new Arizona limited liability company which has been established expressly for the purpose of making this \$950,000 subordinate loan (the “Subordinate Loan”).

Terms of Subordinate Loan

The Subordinate Loan will be secured by a second deed of trust lien against the Property in a subordinate position to the INCA loan. If the INCA loan is foreclosed, the Subordinate Loan lien will be foreclosed and eliminated, but the debt will not be eliminated. The Subordinate Loan will have a maturity of one year, at a simple interest rate of 15%. Interest payments will be due monthly on the Subordinate Loan. Funds will be reserved by the Company from the proceeds of the Subordinate Loan to be used to make the monthly payments of interest. If the Property is not sold, or cannot be refinanced, investors in the Company run the risk that both the INCA loan and Subordinate Loan will be foreclosed. Property Owner will be obligated to pay the costs of formation of the Subordinate Lender and the management fees due to the manager of the Subordinate Lender, Vantage Point Consulting, LLC (“Vantage”). The management fees to Vantage will consist of a \$25,000 set up fee, due on closing of the Property acquisition, and \$1,000 per month thereafter for the life of the loan. Funds will be reserved from the Subordinate Loan proceeds to pay the aforesaid fees. Vantage is coordinating an assemblage of investors to fund the Subordinate Lender’s capitalization and funding of the Subordinate Loan. Both the INCA loan and the Subordinate Loan are tentative commitments. The identity of lenders to Property Owner, and the terms and conditions of such loans, will be subject to change in the discretion of the Company (as Property Owner’s sole managing member) depending on factors of funding availability and loan terms and conditions.

Updated Schedules and Organizational Chart

A revised Organizational Chart is attached to this and Supplement as Exhibit A, and a revised Schedule of Sources and Uses of funds and “Escrow Statement” is attached as Exhibit B.

[Signature Page Follows.]

**ACKNOWLEDGEMENT OF RECEIPT OF
2nd SUPPLEMENT TO CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM
OF VIRTUA 99TH HOLDINGS, LLC**

By execution of this acknowledgment, the undersigned does hereby acknowledge its receipt of the 2nd Supplement to Confidential Private Placement Memorandum of Virtua 99th Holdings, LLC, dated as of November 3, 2016 (the "Supplement"), and does hereby affirm their subscription for membership interests in Virtua 99th Holdings, LLC (the "Company").

Dated as of _____, 2016

SIGNATURE BLOCK FOR INDIVIDUALS:

Individual's Signature: _____

Individual's Printed Name: _____

SIGNATURE BLOCK FOR JOINT ACCOUNTS:

Individual #1's Signature: _____

Individual #1's Printed Name: _____

Individual #2's Signature: _____

Individual #2's Printed Name: _____

SIGNATURE BLOCK FOR ENTITIES OR TRUSTS:

Name of Entity/Trust: _____

By: _____
(Signature)

Signer's Printed Name: _____

Signer's Title: _____
(Example: Manager, Member, Trustee, etc.)

By: _____
(Signature)

Signer's Printed Name: _____

Signer's Title: _____
(Example: Manager, Member, Trustee, etc.)

SIGNATURE BLOCK FOR IRAS:

Name of IRA: _____

By: _____
(Custodian/Trustee Signature)

Custodian/Trustee's Printed Name: _____

Custodian/Trustee's Title: _____

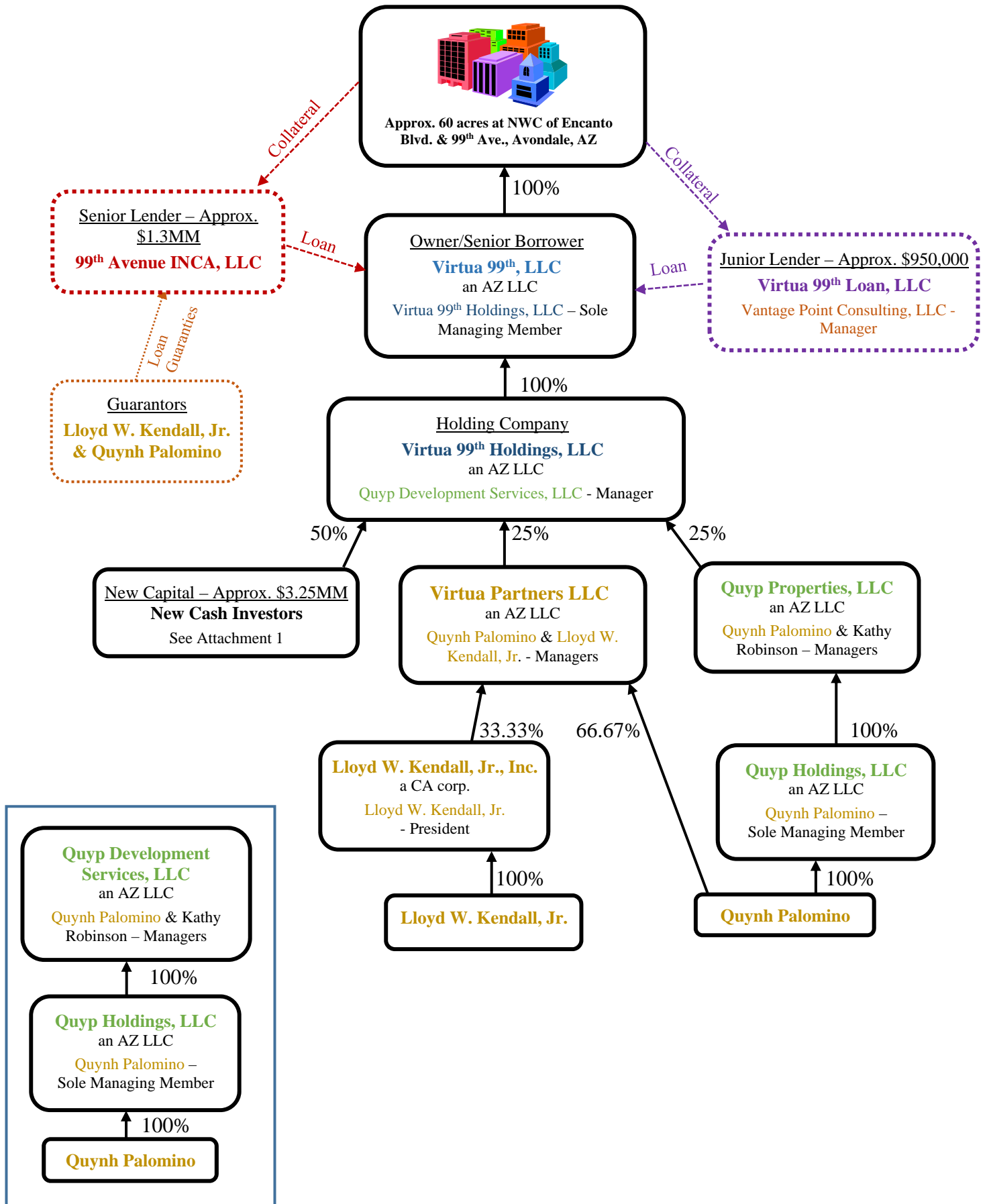
IRA Participant's Signature: _____

IRA Participant's Printed Name: _____

EXHIBIT A

Updated Organizational Chart

Virtua 99th



Virtua 99th

Attachment 1

List of Members in the “New Cash Investor” Group

[to come] 50%*

*This amount is subject to adjustment as members are accepted through the offering.

EXHIBIT B

Revised Schedule of Sources and Uses of funds and “Escrow Statement”

ESCROW STATEMENT : Virtua 99th				
Description	Debit	Credit	Sub Total	
CAPITAL STACK				
Purchase Price/Option	4,500,000			
Deposit - Virtua Partners	-	150,000		
Senior Loan - INCA Capital	-	1,300,000		
Hotel Deposit		65,000		
Forward Sales Deposit	-	500,000		
Subordinate Debt	-	950,000		
Common Equity	-	2,130,275		
Subtotal: Capital Stack	-	-		595,275
FINANCE COSTS / LENDER CHARGES				
Broker Fee - Property Dimensions	0.00%	-	-	
Quyp Acquisition Fee	3.00%	135,000	-	
Lender Fee - INCA Capital	2.75%	35,750	-	
Versant Origination Fee	1.00%	13,000	-	
Documentation Fee		7,000	-	
Loan Processing Fee (See 3rd Parties)		1,700	-	
Wire Transfer Fee		250	-	
Subtotal: Finance Costs	-	-		(192,700)
THIRD PARTY COSTS				
Phase I & Soils Report - Epsilon		4,600	-	
ALTA Survey		2,700	-	
Subtotal: Third Party Reports	-	-		(7,300)
ESCROW & TITLE CHARGES:				
Transfer Tax	0.00%	-	-	
Escrow Fee (Landmark)		500	-	
Processing Fee (Landmark)		100	-	
Title Policy (Landmark)		1,000	-	
Title Policy Extended Policy (Landmark)		500	-	
Inspection Fee (Landmark)		100	-	
Recording Service Fee (Landmark)		50	-	
Underwriter CPL Fee (Landmark)		25	-	
Subtotal: Escrow & Title Charges	-	-		(2,275)
DEAL SPECIFIC CHARGES				
Monarch Bay		80,000	-	
Due Diligence Fee to Versant		50,000	-	
Due Diligence Deposits		150,000	-	
Legal - Dioguardi		75,000	-	
Marketing Costs - Phoenix Drone Services		1,000	-	
Vantage Set Up		37,000	-	
Subtotal: Deal Specific Charges	-	-		(393,000)
SubTotals	5,095,275	5,095,275		
Cash Surplus (Cash Infusion)		-		(0)
Totals	5,095,275	5,095,275		
Virtua 99th Holdings, LLC				
Property Level Funds		1,119,725		
o Advance on Design/Entitlement Fees	240,000	-		
o Debt Service Reserve	300,000			
o Engineering Expense Budget	150,000			
Digital Marketing Costs	50,000			
Planning & Permitting	50,000			
Legal Fees	50,000			
Contingency	279,725			
TOTAL CAPITALIZATION : VIRTUA 99th	Cash Surplus (Cash Infusion)	6,215,000	6,215,000	\$0

Footnote For Property Owner's Schedule of Sources and Uses

1. *MONARCH WILL RECEIVE A FEE OF 1% OF ALL CAPITAL RAISED IN THIS OFFERING. ADDITIONALLY, IF THE COMPANY, IN ITS SOLE DISCRETION, REQUESTS MONARCH TO SOURCE AND RAISE CAPITAL FOR THIS OFFERING, IT WILL PAY MONARCH AN ADDITIONAL FEE OF 7% OF ALL CAPITAL THAT MONARCH SO SOURCES AND RAISES PER SECTION 2.08(D)(III) OF THE OPERATING AGREEMENT.
2. PER SECTION 2.08(D)(III) OF THE OPERATING AGREEMENT, QUYP DEVELOPMENT SERVICES, LLC IS ENTITLED TO AN ADVANCE ON THE DESIGN ENTITLEMENT AND CONSTRUCTION MANAGEMENT FEE IN THE AMOUNT OF \$20,000 PER MONTH, PROMPTLY FOLLOWING THE ACQUISITION OF THE PROPERTY (AND THE COMPANY WILL RECEIVE CREDIT FOR SUCH PRE-PAID FEE UPON THE CLOSING OF EACH PARCEL SALE OF THE PROPERTY). THE ILLUSTRATION IN THE TABLE ABOVE ASSUMES THAT THE FIRST SALE OF A PARCEL WILL OCCUR ON THE 1-YEAR ANNIVERSARY OF THE TERMINATION DATE OF THE OFFERING; HOWEVER, THERE CAN BE NO ASSURANCE THAT THE FIRST PARCEL SALE WILL ON OR BEFORE THAT DATE. CONSEQUENTLY, THE COMPANY'S ADVANCE BALANCE TO QUYP DEVELOPMENT SERVICES, LLC MAY EXCEED THE \$240,000 SHOWN IN THE TABLE ABOVE IF THE FIRST PARCEL SALE OCCURS AFTER THE 1-YEAR ANNIVERSARY OF THE TERMINATION DATE. MOREOVER, THERE CAN BE NO ASSURANCE THAT ANY PARCELS WILL BE SOLD, IN WHICH CASE THE COMPANY'S ADVANCE BALANCE TO QUYP DEVELOPMENT SERVICES, LLC WOULD BE UNLIMITED GIVEN THAT THE COMPANY HAS A PERPETUAL TERM OF EXISTENCE. THUS, IF THE FIRST SALE OF A PARCEL OF THE PROPERTY (I) OCCURS LATER THAN THE 1-YEAR ANNIVERSARY OF THE TERMINATION DATE, (II) IS INSUFFICIENT TO COVER THE ADVANCES MADE TO QUYP DEVELOPMENT SERVICES, LLC, OR (III) IF NO PARCEL SALES OCCUR, DILUTION RELATIVE TO THE TOTAL OFFERING AMOUNT COULD BE SUBSTANTIALLY GREATER THAN THAT PORTRAYED IN THE IMMEDIATELY PRECEDING PARAGRAPH.

THE ABOVE SOURCES AND USES OF FUNDS TABLE IS AN ESTIMATE MADE BY THE MANAGER OF THE COST OF PURCHASE, DEVELOPMENT AND SALE OF THE PROPERTY. THE SOURCES AND USES OF FUNDS TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS NEITHER A REPRESENTATION NOR A WARRANTY BY THE MANAGER OF THE ACTUAL APPLICATION OF THE FUNDS INVESTED IN THE COMPANY OR AVAILABLE THERETO. THE ESTIMATES MADE BY THE MANAGER CONTAINED IN THIS SOURCES AND USES OF FUNDS TABLE ARE BASED ON ASSUMPTIONS MADE TO ILLUSTRATE POSSIBLE FUTURE EVENTS BASED ON CERTAIN ASSUMED FACTS, AND THE ACTUAL RESULTS WILL BE SUBJECT TO RISKS AND UNCERTAINTIES. A VARIETY OF FACTORS, MANY OF WHICH ARE BEYOND THE MANAGER'S CONTROL, WILL AFFECT OPERATIONS, PERFORMANCE, BUSINESS STRATEGY AND RESULTS AND COULD CAUSE THE ACTUAL SOURCE OF FUNDS AND THE APPLICATION OF FUNDS TO BE MATERIALLY DIFFERENT FROM THOSE ILLUSTRATED.

Company's Schedule of Sources and Uses

SOURCE	Amount of	Amount From	% of Equity	% of Total Sources
	Offering Proceeds (Equity/Investors)	Other & Loan Proceeds		
Class A Equity Total Funding (Gross)	\$ 3,250,000			
Senior Loan		\$ 1,300,000		
Forward Sales Deposit		\$ 500,000		
Subordinate Debt		\$ 950,000		
Deposits		\$ 215,000		
USE				
Acquisition of Real Estate from Offering Proceeds	\$ 2,035,000	\$ 215,000	62.62%	36.20%
Acquisition of Real Estate from Loan Proceeds		\$ 1,300,000	0.00%	20.92%
Broker-Dealer Fees : Monarch	\$ 80,000		2.46%	1.29%
Acquisition Fee : Quyp Dev. Svcs.	\$ 135,000		4.15%	2.17%
Advances on Design/Entitlement Fee : Quyp Dev Svcs.	\$ 240,000		7.38%	3.86%
Origination Fee : Versant	\$ 13,000		0.40%	0.21%
Due Diligence Fee : Versant	\$ 50,000		1.54%	0.80%
Finance Costs	\$ 44,700		1.38%	0.72%
Third Party Costs	\$ 7,300		0.22%	0.12%
Escrow & Title Charges	\$ 2,275		0.07%	0.04%
Legal	\$ 75,000		2.31%	1.21%
Development Costs, Expenses, Operation & Reserves	\$ 138,000	\$ 500,000	4.25%	10.27%
Contingency & Misc.	\$ 429,725		13.22%	6.91%
Total Uses from Offering Proceeds (Equity)	\$ 3,250,000		100.00%	

1. *MONARCH WILL RECEIVE A FEE OF 1% OF ALL CAPITAL RAISED IN THIS OFFERING. ADDITIONALLY, IF THE COMPANY, IN ITS SOLE DISCRETION, REQUESTS MONARCH TO SOURCE AND RAISE CAPITAL FOR THIS OFFERING, IT WILL PAY MONARCH AN ADDITIONAL FEE OF 7% OF ALL CAPITAL THAT MONARCH SO SOURCES AND RAISES PER SECTION 2.08(D)(III) OF THE OPERATING AGREEMENT.

THE ABOVE SOURCES AND USES OF FUNDS TABLE IS AN ESTIMATE MADE BY THE MANAGER OF THE COST OF PURCHASE, DEVELOPMENT AND SALE OF THE PROPERTY. THE SOURCES AND USES OF FUNDS TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS NEITHER A REPRESENTATION NOR A WARRANTY BY THE MANAGER OF THE ACTUAL APPLICATION OF THE FUNDS INVESTED IN THE COMPANY OR AVAILABLE THERETO. THE ESTIMATES MADE BY THE MANAGER CONTAINED IN THIS SOURCES AND USES OF FUNDS TABLE ARE BASED ON ASSUMPTIONS MADE TO ILLUSTRATE POSSIBLE FUTURE EVENTS BASED ON CERTAIN ASSUMED FACTS, AND THE ACTUAL RESULTS WILL BE SUBJECT TO RISKS AND UNCERTAINTIES. A VARIETY OF FACTORS, MANY OF WHICH ARE BEYOND THE MANAGER'S CONTROL, WILL AFFECT OPERATIONS, PERFORMANCE, BUSINESS STRATEGY AND RESULTS AND COULD CAUSE THE ACTUAL SOURCE OF FUNDS AND THE APPLICATION OF FUNDS TO BE MATERIALLY DIFFERENT FROM THOSE ILLUSTRATED.