

**MAMMOTH PRIVATE CAPITAL, LLC
HEALTH AND TECH FUND SERIES 4**

(a segregated series of Mammoth Private Capital, LLC,
a Delaware statutory series limited liability company)

SUPPLEMENT

Membership Interests

THIS SUPPLEMENT SHOULD BE READ IN CONJUNCTION WITH, AND IS AN APPENDIX TO, THE CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM RELATING TO MAMMOTH PRIVATE CAPITAL, LLC (THE “COMPANY”), DATED April 16, 2021 AS UPDATED ON NOVEMBER 15, 2021 (AS AMENDED OR SUPPLEMENTED FROM TIME TO TIME, THE “MEMORANDUM”).

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED ON THE ACCURACY OR ADEQUACY OF THIS CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

**Mammoth Scientific, LLC,
a Delaware limited liability company
Manager**

November 19, 2021

REGULATORY NOTICES

The membership interests (the “Interests”) of Mammoth Private Capital, LLC – Health and Tech Fund Series 4 (“Series 4”), a segregated series of Mammoth Private Capital, LLC, a Delaware statutory series limited liability company (the “Company”), offered hereby are being offered pursuant to an exemption from registration under Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), Rule 506(c) of Regulation D promulgated thereunder and applicable state securities laws.

These securities have not been registered under the Securities Act and have not been registered with, or approved by, any state securities or blue-sky administrator or any other regulatory authority. No such authority has passed upon or endorsed the merits of this offering or the accuracy or adequacy of the confidential private placement memorandum of the Company, dated April 16, 2021 and updated November 15, 2021 (as amended or supplemented from time to time, the “Memorandum”) or this supplement (the “Supplement”), nor is it intended that any such authority will do so. Any representation to the contrary is a criminal offense.

This Supplement constitutes an offer only if delivery of this Supplement is properly authorized by Mammoth Scientific, LLC, a Delaware limited liability company and the manager of the Company (the “Manager”). As set forth in the Series 4 Designation (as defined below), the Manager also serves as the manager of Series 4. This Supplement has been prepared by the Manager solely for the benefit of persons interested in the proposed sale of the Interests, and any reproduction of this Supplement, in whole or in part, or the divulgence of any of its contents, without the prior written consent of the Manager, is prohibited.

This Supplement does not constitute an offer or solicitation in any state or jurisdiction in which such an offer or solicitation is unlawful or unauthorized or in which the person making such offer or solicitation is not Accredited to do so.

Interests are available only to persons willing and able to bear the economic risks of this investment. The Interests are speculative and involve a high degree of risk, and an investment in Series 4 is suitable only for persons who can afford to lose their entire investment. The contents of this Memorandum should not be construed as investment, legal or tax advice. Each prospective investor is urged to seek independent investment, legal and tax advice concerning the consequences of investing in a Fund.

This Supplement must be read in conjunction with Memorandum, the limited liability company operating agreement of the Company and the separate designation agreement establishing Series 4 (the “Series 4 Designation”), each as amended, restated, supplemented or otherwise modified from time to time, and the other agreements and documents referred to in this Supplement and the Memorandum.

INTRODUCTION

This supplement (the “Supplement”) describes the terms of Mammoth Private Capital, LLC – Health and Tech Fund Series 4 (“Series 4”), a segregated series and special purpose vehicle of Mammoth Private Capital, LLC, a Delaware limited liability company organized in multiple segregated series (the “Company”), and the offering of membership interests in Series 4 (the “Interests”) in the form of Units (“Units”). This Supplement supplements the confidential private placement memorandum of the Company, dated April 16, 2021 and updated November 15, 2021 (as amended or supplemented from time to time, the “Memorandum”). This Supplement provides information of relevance to prospective investors contemplating subscribing for Interests. The Memorandum and this Supplement should be reviewed carefully by any investor intending to subscribe for an Interest. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Memorandum.

INVESTMENT OBJECTIVE AND STRATEGY

Series 4 was organized as a special purpose vehicle for the purpose of long-term capital appreciation and to pursue a venture capital strategy by investing in a life science company that is working with AI and development of a machine learning platform. The initial investment of Series 4 will be in a SAFE (Simple Agreement for Future Equity) Note issued by NSight Surgical Inc.

CLOSINGS; INVESTMENT PERIOD; TERM

The initial closing of Series 4 is intended to occur on or about December 1, 2021, or such other date as determined in the Manager’s sole discretion (such closing, the “Initial Closing” and such date, the “Initial Closing Date”). Series 4 may hold one or more additional closings after the Initial Closing Date (together with the Initial Closing, each, a “Closing” and each such date, a “Closing Date”), with the final closing of Series 4 to occur not later than October 31, 2022, provided that the Manager may extend such final closing by six months to April 30, 2023 in its commercially reasonable discretion (such closing, the “Final Closing” and such date, the “Final Closing Date”).

The investment period of Series 4 will commence on its Initial Closing Date and terminate on the earliest to occur of: (a) the five-year anniversary of the Initial Closing Date, and (b) such earlier date as determined by the Manager in its commercially reasonable discretion (the “Investment Period”); provided that the Manager may extend the Investment Period for such longer period as the Manager determines in its commercially reasonable discretion.

The term of Series 4 will continue until the the determination by the Manager in its sole discretion to terminate Series 4 in accordance with the Series 4 Designation.

THE OFFERING

Capital Commitments

Series 4 is seeking to raise an aggregate amount of Capital Commitments from Members of up to \$1.5 million; *provided* that a greater amount may be accepted by the Manager with respect to Series 4, in its commercially reasonable discretion, but the Manager also reserves the right to begin making investments on behalf of Series 4 with a lesser amount of Capital Commitments.

There is a \$25,000 required minimum Capital Commitment of a Member of Series 4.

Although the Manager may make a Capital Commitment to Series 4, the Manager is not required to make any such Capital Commitment.

For Series 4, the Manager shall issue Interests in Series 4 in the form of Units.

FEES AND EXPENSES

Management Fee

The Manager will not receive a Management Fee or Carried Interest for Series 4.

Annual Administrative Fee

Members shall pay an annual administrative fee of \$500.00 with respect to Series 4. Each Member shall pay the initial annual administrative fee of \$500.00 upon being accepted as a Member to Series 4 and thereafter the annual administrative fee will be payable annually during the first quarter of each calendar year that a Member holds Interests in Series 4.

DISTRIBUTIONS

Distributions shall be made to the Members of Series 4 at the times and in the amounts determined by the Manager; *provided*, that any such Distributions (including all net realized income) by Series 4 will be made to the Members of Series 4 *pro rata* in accordance with their then-current Capital Account balances.

Notwithstanding the foregoing, distributions of income from Temporary Investments will be made among all Members in proportion to their respective proportionate interests in the property or funds that produced such income, as reasonably determined by the Manager.

Series 4 may, but is not obligated to, make distributions of distributable cash to the Manager to pay tax obligations arising out of any income allocated to the Manager as an advance against distributions.