

**GENESIS FUND OPERATING AGREEMENT
FIGHT CLUB GENESIS FUND LLC**

A Member-Managed Genesis Fund

DELAWARE LLC OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective _____, 2022, by and among the parties indicated on *Schedule 1* contributing to and managing "Fight Club Genesis Fund LLC" a limited liability company operating on the Ethereum blockchain network ("*Ethereum*") (collectively referred to in this agreement as the "*Members*").

**SECTION 1
THE GENESIS FUND**

1.1 Formation. Effective _____, 2022, the Members form a limited liability company ("*LLC*") under the name Fight Club Genesis Fund LLC (the "*Genesis Fund*") on the terms and conditions in this Operating Agreement (this "*Agreement*") and pursuant to the Delaware Limited Liability Company Act (6 Del. C. § 18-101 *et seq.*) (the "*Act*"). The Members agree to file with the appropriate agency(ies) within the State of Delaware charged with processing and maintaining such records all documentation required for the formation and maintenance of the Genesis Fund. The rights and obligations of the Members are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Genesis Fund will be conducted under the name Fight Club Genesis Fund LLC, or under such other name(s) which the Members may agree upon as provided in this Agreement.

1.3 Purpose. The purpose of the Genesis Fund is to engage in any lawful act or activity for which an LLC may be formed within the State of Delaware.

1.4 Office. The Genesis Fund shall continuously maintain an office and registered agent in the State of Delaware as required by the Act. The Genesis Fund will maintain its principal business office at such places of business and/or Ethereum address(es) as the Members may deem advisable for the conduct of the Genesis Fund's business.

1.5 Term. The term of the Genesis Fund commences on March 15, 2022 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.6 Admission of Additional Members. Except as otherwise expressly provided herein, no additional Members may be admitted to the Genesis Fund without the consent of the Members.

1.7 Consent of Members. Except as otherwise expressly provided herein, consent of the Members is a majority vote by Members.

**SECTION 2
CAPITAL CONTRIBUTIONS**

2.1 Initial Contributions. The initial and other contributions of the Members and those subsequently admitted as Members shall be set forth in *Schedule 1* as amended from time to time. Contributions shall be made in any digital assets, cryptocurrency, or commodity as determined by the Members.

2.2 Additional Contributions. No Member shall be obligated to make any additional contribution to the Genesis Fund's capital without the consent of the Members as provided herein.

2.3 No Interest on Capital Contributions. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Genesis Fund except to the extent provided in this Agreement.

SECTION 3 ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Distributions. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit and determine as provided herein. "Available funds" shall mean the net cash, digital asset and/or cryptocurrency equivalents of the Genesis Fund available after appropriate provision for expenses and liabilities, as determined by the Members.

Distributions in liquidation of the Genesis Fund or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to 26 CFR § 1.704-1. To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in 26 CFR § 1.704-1.

3.2 No Right to Demand Return of Capital. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Genesis Fund.

SECTION 4 LIMITATION OF LIABILITIES

4.1 Indemnification. The Genesis Fund shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, administrative, or investigative (other than an action by or in the right of the Genesis Fund) by reason of the fact that they are or were a Member of the Genesis Fund, manager, employee, or agent of the Genesis Fund, or are or were serving at the request of the Genesis Fund, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the Genesis Fund. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which they reasonably believed to be in the best interest of the Genesis Fund.

4.2 Duty of Care. Each Member shall owe, and shall act in a manner consistent with, a reasonable duty of care to the Genesis Fund and its Members.

SECTION 5 POWERS AND DUTIES OF MEMBERS

5.1 Management of Genesis Fund.

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement and as signified through Member Token Votes (*defined below*), shall have the complete power and authority to manage and operate the Genesis Fund and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Genesis Fund shall be made and determined by recorded votes of the Members in interest in the Genesis Fund secured and denominated on Ethereum ("**Member Tokens**") and as signified through the online Genesis Fund Member portal indicated on *Schedule 1*, including such other governance interfaces approved by the Members as provided in this Agreement (such determination, "**Member Token Votes**").

5.1.3 Third parties dealing with the Genesis Fund may only rely upon the power and authority of the Members to manage and operate the business and affairs of the Genesis Fund when validated by Member Token Votes.

5.1.4 In the event that Member Token Votes cannot be determined, due to, among other causes, exigent circumstances related to the operation of the Genesis Fund interface(s), Ethereum, or otherwise, the Members shall promptly select an alternative governance mechanism in writing to record votes of Member Tokens and determine Member Token Votes for the Genesis Fund (such process, "**Alternate Governance Mechanism**").

5.2 Decisions by Members. Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean the consent of Members determined by recorded votes of Member Tokens and as signified through Member Token Votes.

SECTION 6 PAYMENT OF EXPENSES, SALARIES, AND COUNSEL

6.1 Organization Expenses. All expenses incurred in connection with the organization of the Genesis Fund will be paid by the Genesis Fund as approved by Member Token Votes.

6.2 Salary. No salary will be paid to a Member for the performance of their duties under this Agreement unless the salary has been approved by Member Token Votes.

6.3 Legal and Accounting Services. The Genesis Fund may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Genesis Fund's business.

SECTION 7

BOOKS OF ACCOUNT, RECORDS, ACCOUNTING REPORTS, FISCAL YEAR, TAX MATTERS

7.1 Method of Accounting. The Genesis Fund will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 Books of Record. The books and records of the Genesis Fund may be kept within or outside the State of Delaware at such place or places as may from time to time be designated by the Members.

7.3 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Genesis Fund is the calendar year.

7.4 Capital Accounts. Capital Accounts among the Members shall be maintained on Ethereum and evidenced by Member Token Votes.

7.5 Tax Representative. The Members shall select a "Tax Representative," who shall be the "partnership representative" of the Genesis Fund within the meaning of 26 U.S. Code § 6223. If any state or local tax law provides for a partnership representative or person having similar rights, powers, authority or obligations (including as a "tax matters partner"), the Tax Representative shall also serve in such capacity. The Tax Representative may resign at any time. If a Tax Representative ceases to serve as such for any reason, the Genesis Fund itself will immediately select a new acting Tax Representative by consent of the Members until a new Tax Representative is selected by the Members as provided in this Agreement.

SECTION 8

REPRESENTATIONS & WARRANTIES

By entering into this Agreement, Members represent and warrant to the Genesis Fund that they acknowledge and agree to the following:

(i) Members makes one or more of the following representations regarding their status as an **"Accredited Investor"** (within the meaning of 17 CFR § 230.501), as per the representations in Exhibit A. Members represent and warrant that the securities they acquire are not for resale and are purchased solely for the Member's own account. Members consent to on-chain governance using tokens, are aware of the limitations of Ethereum protocol, and understand the crypto market is extremely volatile. The Genesis Fund makes no guarantees as to future prices or liquidity of Tokens. You should not purchase a Token with a view for investment, resale or speculation. Genesis Fund makes no assurances about its Tokens with respect to present value, future value, transferability, or marketability.

(ii) Fight Club Genesis Fund LLC has no present intention of registering the Member Tokens and is under no obligation to register the Member Tokens. There is no assurance that any exemption

from registration under the Securities Act will be available, and that, even if available, such exemption may not allow Members to transfer all or any portion of the Member Tokens under the circumstances, in the amounts, or at the times that they might propose;

(iii) This Agreement has been reviewed and authorized by the existing Members and their respective counsel. Members accept all risk of uncertain SEC and IRS regulatory guidance and promise to report all required activity to the IRS; and

(iv) This Agreement constitutes legal, valid, and binding obligations, enforceable in accordance with their terms among the Members, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditor's rights generally and by general equitable principles.

SECTION 9

TRANSFER OF MEMBERSHIP INTERESTS

9.1 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "***Transfer***") an interest in the Genesis Fund, including, but not limited to, assigning control over Member Tokens, wallet private keys, without the prior authorization of the Members under Member Token Votes or formal assignment mechanisms otherwise authorized thereby.

9.2.1 Death, Incompetency, or Bankruptcy of Member. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Genesis Fund exercises its rights under *Section 9.3*, the successor-in-interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Genesis Fund and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "***Economic Rights***") unless and until the transferee is admitted as a fully substituted Member by Member Token Votes.

9.2.2 Any Transfer of Economic Rights pursuant to *Section 9.2* will not include any right to participate in the management of the Genesis Fund, including any right to vote, consent to, and will not include any right to information on the Genesis Fund or its operations or financial condition. Following any Transfer of only the Economic Rights of a Member's interest in the Genesis Fund, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

9.3 Death Redemption. Notwithstanding the foregoing provisions of *Section 9*, the Members covenant and agree that on the death of any Member, the Genesis Fund, at its option, by providing written notice to the estate of the deceased Member within one-hundred eighty (180) days of the death of the Member, may purchase, acquire, and redeem the interest of the deceased Member in the Genesis Fund pursuant to the provisions of *Section 9.2*.

9.3.1 The value of each Member's interest in the Genesis Fund as represented by Member Tokens will be determined and signified through Member Token Votes.

9.4 Withdrawal. For the avoidance of doubt, a Member may at all times redeem their interests in the Genesis Fund through mechanisms approved through Member Token Votes, and may be similarly subject to removal from the Genesis Fund for violation of this Agreement or associated Member obligations and face liquidation of their interests in the Genesis Fund through formal exit mechanisms approved through Member Token Votes.

SECTION 10 REDEMPTIONS OF MEMBERSHIP INTERESTS

10.1 RageQuits. Each Member may at any time (other than during the Proposal Period with respect to any passed Proposal on which the Member has voted Yes) voluntarily and irrevocably cause all or a portion of the Member's Membership Interests represented in the form of Tokens to be redeemed by the LLC by calling the ragequit function on the Designated Governance Smart Contract (with the number of Shares or Interest to be redeemed being specified as the value of the sharesToBurn or InterestToBurn parameter of such function call). A successful call of the ragequit function is referred to in this Pact as a "**RageQuit**," and constitutes a Right of Voluntary Withdrawal under the Delaware LLC Act.

10.1.1 In exchange for the redeemed Membership Interests of a RageQuitting Member, such Member shall be entitled to receive only the following:

(i) Such Member's Economic Membership Interest Percentage of each Token held in the userTokenBalance[GUILD] account of the Designated Governance Smart Contract at the time of the RageQuit, as determined by the _rageQuit function of the Designated Governance Smart Contract; and

(ii) If any of the LLC Property is not either a Token or legally represented by a Token allocated to the userTokenBalance[GUILD] account of the Designated Governance Smart Contract, the Member's Economic Membership Interest Percentage of such other LLC Property; provided, however, that this clause "(B)" shall not apply to, and no Member shall have any right or entitlement to, any intellectual property, information, files, servers, computer system, accounts (such as web, app, bank, brokerage or other accounts), real property title or leases, insurance policies, Contracts, Consents, permits or other non-cash and non-investment assets included in the LLC Property or that is necessary or desirable for the general conduct of the LLC's business or operations (for example, the logo of the LLC, the name and any DBAs of the LLC, trademarks and other branding of the LLC, licenses to another Person's intellectual property held by the LLC, email accounts of the LLC, AWS accounts of the LLC, websites of the LLC, etc.), which shall remain the sole and exclusive property of the LLC unless provided otherwise in a license or assignment agreement from the LLC to one or more Members that is approved by the Members in an Extraordinary Proposal.

10.1.2 Transfer of ownership of the Org Property to which a Member or former Member is

entitled pursuant to the preceding clause “10.1.1” of this **Section 10.1** shall be made solely as follows:

(i) The Designated Governance Smart Contract shall allocate the Tokens to which such Member or former Member is so entitled to such Member or former Member by transferring such Tokens to the `userTokenBalance[memberAddress]` account of the Designated Governance Smart Contract (where `memberAddress` is the value of the applicant field from such Member’s original approved Membership Proposal), and such allocation shall be deemed a complete and final assignment and transfer of all of the Org’s right, title and ownership in and to such Tokens to such Member or former Member, regardless of whether or when such Member or former Member actually withdraws or receives possession or control of such Tokens; and

(ii) The Members shall only be obligated to use commercially reasonable efforts to cause the LLC to transfer any of the property to which such Member may be entitled, regardless of whether or when such Member or receives possession or control of such LLC Property.

10.1.3 Conveyance of possession and control of the LLC Property to which a Member or former Member is entitled pursuant to the preceding clause “10.1.1” of this **Section 10.1** shall be made by or on behalf of the LLC solely as follows:

(i) Except to the extent limited with respect to any particular Token by restrictions on the transfer of such Token under the smart contract governing such Token on the Designated Blockchain Network or by applicable Legal Requirements, such Member or former Member may withdraw the Tokens to which such Member or former Member is so entitled from the `userTokenBalance[memberAddress]` account of the Designated Governance Smart Contract by calling the `withdrawBalance` function or `withdrawBalances` function of the Designated Governance Smart Contract from the `memberAddress`, where `memberAddress` is the value of the applicant field from such Member’s original approved Membership Proposal; and

(ii) The Managers shall use reasonable best efforts to cause the LLC to distribute to or make immediately available for collection by such Member or former Member any other LLC Property to which such Member or former Member is so entitled by any commercially reasonable means; provided, however, that any fees, costs or other expenses of such conveyance shall be borne exclusively by such Member or former Member, and either: (1) such fees, costs or other expenses (or the fair value thereof) may be deducted and withheld by the LLC from such LLC Property as a setoff to the amounts otherwise payable to such Member or former Member or (2) the LLC may delay conveyance of such LLC Property and continue to hold such LLC Property in trust pursuant to the preceding clause “10.1.2(ii)” of this Section 10.1 until such Member or former Member has advanced to the LLC any such fees, costs and other expenses the LLC has reasonably requested that such Member or former Member pay.

(iii) For the avoidance of doubt, pursuant to **Section 9**, a Member who has RageQuit with respect to all of the Member’s Shares and Interest shall result in an automatic termination of membership.

(iv) The allocation of the Tokens and other LLC Property to a RageQuitting Member in accordance with this clause “10.1.2” shall be deemed full, final and fair payment for the Member’s Membership Interests, Shares and Interest, equal to or greater than the fair market value thereof, and such a redemption and fair market value shall be deemed final, binding and non-appealable by the RageQuitting Member and all other Members and the Org, and shall not be contested by or on behalf of any of them except to the extent permitted by **Section 5**. THE MEMBERS ACKNOWLEDGE AND AGREE THAT THE DESIGNATED GOVERNANCE SMART CONTRACT AND ANY OTHER SMART CONTRACTS GOVERNING THE ALLOCATION AND TRANSFER OF THE TOKENS ARE AUTONOMOUS PERSISTENT SCRIPTS RUNNING PERMISSIONLESSLY AND FOR ALL PRACTICAL PURPOSES UNALTERABLY ON THE DESIGNATED BLOCKCHAIN NETWORK AND ARE NOT UNDER THE CONTROL OF THE MEMBERS OR THE ORG. ACCORDINGLY, THE MEMBERS HEREBY ACKNOWLEDGE AND AGREE THAT THE ABILITY OF A MEMBER TO WITHDRAW TOKENS CANNOT BE GUARANTEED, AND ALL RISK OF NON-DELIVERY OR NON-RECEIPT OF THE TOKENS TO WHICH A MEMBER IS OR MAY BECOME ENTITLED SHALL BE BORNE EXCLUSIVELY BY AND IS HEREBY FULLY AND VOLUNTARILY ASSUMED BY SUCH MEMBER. No failure or delay on the part of a Member or former Member to receive or withdraw from Designated Governance Smart Contract the Tokens allocated to such Member or to collect or otherwise receive possession of the other Org Property allocated to such Member shall be deemed to invalidate, void, reverse, delay, revoke or otherwise limit the redemption of such Member’s Membership Interests, Shares or Interest.

10.2 GuildKicks. Each Member may at any time make a GuildKick Proposal. A GuildKick Proposal that is approved by the Members will expel another Member from the Org by causing all of such Member’s Shares and Interest to be redeemed by the LLC through the Designated Governance Smart Contract. GuildKick Proposals shall be made by calling the submitGuildKickProposal function on the Designated Governance Smart Contract and following the other procedures for the submission of a GuildKick Proposal in accordance with **Section 5**. There shall be no prohibition or limit, by virtue of conflict or interest or otherwise, on a Member voting or refraining from voting in any manner (Yes, No, or abstaining) on a GuildKick Proposal relating to the Member’s own expulsion. If a GuildKick Proposal is approved by the Members (referred to as a “GuildKick”), all of the GuildKicked Member’s Shares and Interest shall be redeemed by the LLC in accordance with the clauses “10.1.1(ii)” through “10.1.3” of this **Section 10.1**, mutatis mutandis.

10.3 Alternative Redemption Mechanics in Material Adverse Exception Event. If there is an event that results in the smart contract being drained or adversely affects the value of either the token itself or another token on the secondary market due to a software bug in the contract itself and/or an economic attack of the funds in the contract affecting the use of the Designated Governance Smart Contract as set forth in this **Section 10.1**, (such circumstance, “**Material Adverse Exception Event**”) the Members shall use reasonable best efforts to create temporary emergency mechanisms, , “**Emergency Mechanisms**”). Emergency Mechanisms shall replace

the mechanisms of the Designated Governance Smart Contract set forth in the other provisions of this **Section 5.4** until such Material Adverse Exception Event is cured and may include but are not limited to moving funds or tokens or changing parameters in a smart contract to prevent loss of funds.

SECTION 11 DISSOLUTION AND WINDING UP OF THE GENESIS FUND

11.1 Dissolution. The Genesis Fund will be dissolved on the happening of any of the following events:

11.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Genesis Fund;

11.1.2 The agreement of all of the Members;

11.1.3 By operation of law; or

11.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Genesis Fund, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within one-hundred twenty (120) days after the date of the event, elect to continue the business of the Genesis Fund.

11.2 Winding Up. On the dissolution of the Genesis Fund (if the Genesis Fund is not continued), the Members must take full account of the Genesis Fund's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Genesis Fund's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with *Section 3* of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

11.2.1 To payment and discharge of the expenses of liquidation and of all the Genesis Fund's debts and liabilities to persons or organizations other than Members;

11.2.2 To the payment and discharge of any Genesis Fund debts and liabilities owed to Members; and

11.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution and as authorized by the designated Tax Representative as provided in *Section 7.5*.

SECTION 12 GENERAL PROVISIONS

12.1 Amendments. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment upon the consent of the Members as signified through a simple majority of Member Token Votes.

12.2 Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Delaware (without regard to principles of conflicts of law).

12.3 Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the Members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed in accordance with *Section 11.1*.

12.4 Further Effect. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

12.5 Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

12.6 Captions. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

12.7 Notices. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, and directed to the addresses documented in *Schedule 1* for each Member or to such other address(es) as a Member may specify by notice given in conformance with these provisions to the other Members.

12.8 Arbitration. In the event of any dispute among Members regarding this Agreement, the dispute and any issue as to the arbitrability of such dispute shall be settled to the exclusion of a court of law, by arbitration in New York City, New York, by a panel of three arbitrators (each party shall choose one arbitrator and the third shall be chosen by the two arbitrators so selected) in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The decision of a majority of the arbitrators shall be final and binding upon the parties. All costs of the arbitration and the fees of the arbitrators shall be allocated between the parties as determined by a majority of the arbitrators, it being the intention of the parties that the prevailing party in such a proceeding be made whole with respect to its expenses

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

{{signature of Genesis Fund Organizer Email}}

0x[[Genesis Fund Organizer EthAddress]]
Founding Member

Membership - Schedule 1

GENESIS FUND OPERATING AGREEMENT FOR FIGHT CLUB GENESIS FUND LLC

LISTING OF MEMBERS & CAPITAL CONTRIBUTIONS

The following Genesis Fund interface provides a running account of Genesis Fund capital contributions, Member Token Votes, and Ethereum addresses identified among the Members:

0x[[Genesis Fund EthAddress]]

MEMBER NAME	CAPITAL CONTRIBUTION	MEMBER TOKEN VOTES	ETHEREUM ADDRESS

Exhibit A
ACCREDITED INVESTOR STATUS

Member makes one or more of the following representations regarding Member's status as an "**Accredited Investor**" (within the meaning of Rule 501 under the Securities Act), and has checked and signed the applicable representation.

(i) If an individual, Member has a net worth, either individually or upon a joint basis with Member's spouse (or spousal equivalent), of at least \$1,000,000, or has had an individual income in excess of \$200,000 for each of the two most recent years, or a joint income with Member'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.

(ii) Member is an irrevocable trust with total assets in excess of \$5,000,000 whose purchase is directed by a person with such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of the prospective investment.

(iii) Member is a bank, insurance company, investment company registered under the Company Act, a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934 (the "**Exchange Act**"), investment adviser registered pursuant to section 203 of the United States Investment Advisers Act of 1940 ("**Advisers Act**") or registered pursuant to the laws of a state, investment adviser relying on the exemption from registering with the SEC under section 203(1) or (m) of the Advisers Act, Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act, a business development company, a Small Business Investment Company licensed by the United States Small Business Administration, a plan with total assets in excess of \$5,000,000 established and maintained by a state for the benefit of its employees, or a private business development company as defined in Section 202(a)(22) of the Advisers Act, as amended.

(iv) Member is an employee benefit plan and either all investment decisions are made by a bank, savings and loan association, insurance company, or registered investment advisor, or Member has total assets in excess of \$5,000,000 or, if such plan is a self-directed plan, investment decisions are made solely by persons who are accredited investors.

(v) Member is a corporation, partnership, limited liability company or business trust, not formed for the purpose of acquiring the Interests, or an organization described in Section 501(c)(3) of the Code, in each case with total assets in excess of \$5,000,000.

(vi) Member is an entity, of a type not listed in paragraphs (ii) to (v), not formed for the specific purpose of acquiring the securities offered, owning "investments" (as defined below) in excess of \$5,000,000.

(vii) Member is a natural person holding in good standing one or more of the following professional certifications or designations or other credentials: (a) Licensed General Securities

Representative (Series 7); (b) Licensed Private Securities Offerings Representative (Series 82); (c) Licensed Investment Adviser Representative (Series 65); or (d) any other professional certification or designation or other credential from an accredited educational institution that the SEC may, from time to time, designate as qualifying an individual for accredited investor status.

(viii) Member is a natural person who is deemed to be a “knowledgeable employee” of the Fund, as such term is defined in Rule 3c-5(a)(4) of the Investment Company Act.

(ix) Member is a “family office”, as defined in Rule 202(a)(11)(G)-1 under the Advisers Act: (a) with assets under management in excess of \$5,000,000, (b) that is not formed for the specific purpose of acquiring the securities offered, and (c) whose 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.

(x) Member is a “family client”, as defined in Rule 202(a)(11)(G)-1 under the Advisers Act, of a family office meeting the requirements in paragraph (ix) above and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (ix)(c) above.

(xi) Member is an entity in which **all** of the equity owners, or a *grantor or revocable trust* in which **all** of the grantors and trustees, qualify under clause (i), (ii), (iii), (iv), (v), (vi), (vii), (ix), or (x) above or this clause (xi). **If Member belongs to this investor category only, list on a separate sheet to be attached hereto the equity owners (or grantors and trustees) of Member and the investor category which each such equity owner (or grantor and trustee) satisfies.**

(xii) Member cannot make any of the representations set forth in clauses (i) through (xi) above.

For the purposes of above, the term “investments” means:

- securities (as defined by section 2(a)(1) of the Securities Act), other than securities of an issuer that controls, is controlled by, or is under common control with, the prospective accredited investor that owns such securities, unless the issuer of such securities is: (i) an investment vehicle; (ii) a public company; or (iii) a company with shareholders’ equity of not less than \$50 million (determined in accordance with generally accepted accounting principles) as reflected on the company’s most recent financial statements, provided that such financial statements present the information as of a date within 16 months preceding the date on which the prospective accredited investor acquires the securities of a Section 3(c)(7) Company under the Investment Company Act;
- real estate held for investment purposes;
- commodity interests held for investment purposes;
- physical commodities held for investment purposes;

- to the extent not securities, financial contracts (as such term is defined in section 3(c)(2)(B)(ii) of the Investment Company Act entered into for investment purposes;
- in the case of a prospective accredited investor that is a Section 3(c)(7) Company under the Investment Company Act, a company that would be an investment company but for the exclusion provided by section 3(c)(1) of the Investment Company Act, or a commodity pool, any amounts payable to such prospective accredited investor pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the prospective accredited investor upon the demand of the prospective accredited investor; and
- cash and cash equivalents (including foreign currencies) held for investment purposes. For purpose of this section, cash and cash equivalents include: (i) bank deposits, certificates of deposit, bankers acceptances and similar bank instruments held for investment purposes; and (ii) the net cash surrender value of an insurance policy.