Provided on:

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

GALAXY 101 LLC

Private Offering of Class E Membership Interests

Galaxy 101 LLC, a Delaware limited liability company (the "Fund"), operates as a private investment fund primarily for the benefit of taxable U.S. investors. Galaxy 100 Fund Company LLC, a Delaware limited liability company (the "Managing Member"), serves as the Fund's Managing Member. The Managing Member will have full authority to perform all acts required to carry out the activities and objectives of the Fund, except as may otherwise be set forth in the Fund's Fourth Amended and Restated Limited Liability Company Agreement, as amended and restated from time to time (the "LLC Agreement"). The Managing Member has delegated the authority to manage the Fund's investment activities to Galaxy 100 Management Company LLC, a Delaware limited liability company (the "Investment Manager"). The Investment Manager's activities on behalf of the Fund are carried out by the Investment Manager's management and investment team. Biographical details relating to the team members are set forth in this Memorandum.

The investment objective of the Fund is to achieve capital appreciation and maximize absolute returns while minimizing volatility by trading and arbitraging cryptocurrencies and related digital assets (collectively, "Digital Assets"). The Fund's investment practices, by their nature, will ***involve a substantial degree of risk***. (See "CERTAIN RISK FACTORS.").

The foregoing description of specific strategies in which the Fund may engage or specific investments the Fund may make should not be understood to limit in any way the Fund's investment activities. The Fund may engage in any investment strategy and make any investment, including any not described in the foregoing description, that the Managing Member considers appropriate to pursue the Fund's investment objectives. The Fund's investment program is speculative and entails substantial risks. There can be no assurance that the investment objectives of the Fund will be achieved.

This Confidential Private Placement Memorandum (this "Memorandum") relates to an offering of Class E membership interests in the Fund, as described herein. Certain prior investors hold Class A, Class B and Class C interests of the Fund (the "Prior Classes", and collectively with the Class D and Class E membership interests, the "Membership Interests"), which have different terms than those attributable to the Class E Membership Interests described herein. The Prior Classes are no longer being offered to prospective investors, and Class D Membership Interests are being offered solely to a seed investor (the "Seed Investor") or one or more of its affiliates. The Fund is presently offering Class E Membership Interests for a minimum initial capital contribution of One Million Dollars (US$1,000,000), or its equivalent in Bitcoin or Ethereum, to certain investors who meet the suitability standards described herein. The Managing Member, in its sole discretion, may waive or change the minimum investment amount at any time. Investors who subscribe for Class E Membership Interests in the Fund and whose subscriptions are accepted by the Managing Member will become members of the Fund (each, a "Member," and, collectively with the Managing Member, the "Members"). The Managing Member may create

additional classes or series of Fund interests that may have rights, obligations, or privileges that are different from the rights, obligations or privileges applicable to the Membership Interests offered pursuant to this Memorandum.

Membership Interests in the Fund are suitable only for sophisticated investors (i) who do not require immediate liquidity for their investments; (ii) for whom an investment in the Fund does not constitute a complete investment program; (iii) who fully understand and are willing to assume the risks involved in the Fund's investment program; and (iv) who are "accredited investors" under the Securities Act of 1933.

The Fund is generally intended for investment by U.S. taxable investors, though the Managing Member may accept subscriptions from other investors in its discretion. Interested investors, including U.S. tax-exempt investors and non-U.S. investors, may be eligible to invest in Galaxy 100 Offshore Fund, a Cayman Islands exempted company being established as a feeder fund for the Fund and which will be a Member thereof (the "Offshore Feeder Fund"). The Managing Member reserves the right to vary the structure of the Fund and any affiliate thereof for tax, regulatory, operational, and other similar reasons.

Prospective investors should carefully read this Memorandum in its entirety. The contents of this Memorandum should not be considered legal or tax advice, and each prospective investor should consult with its own counsel and advisors as to all matters concerning an investment in the Fund.

This Memorandum has been prepared solely for the information and use of the person to whom it has been delivered on behalf of the Fund in connection with consideration of a potential investment in the Fund, and may not be reproduced, distributed, or used for any other purpose. Any reproduction or distribution of this Memorandum, in whole or in part, or the disclosure of its contents, without the prior written consent of the Managing Member, is prohibited. Each person accepting this Memorandum agrees to return it to the Managing Member promptly upon request.

This Memorandum is accurate as of its date, and no representation or warranty is made as to its continued accuracy after such date.

All inquiries regarding the Fund or the offering of Interests should be directed to Mike Mikey at sample@sample.com.

THIS MEMORANDUM IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE LLC AGREEMENT, AND THE SUBSCRIPTION DOCUMENTS (THE "SUBSCRIPTION DOCUMENTS") RELATED THERETO, COPIES OF WHICH WILL BE MADE AVAILABLE TO INVESTORS AND SHOULD BE REVIEWED IN THEIR ENTIRETY, TOGETHER WITH THIS MEMORANDUM, PRIOR TO PURCHASING MEMBERSHIP INTERESTS. IF DESCRIPTIONS OR TERMS IN THIS MEMORANDUM ARE INCONSISTENT WITH OR CONTRARY TO DESCRIPTIONS OR TERMS IN THE LLC AGREEMENT OR THE SUBSCRIPTION DOCUMENTS, THE LLC AGREEMENT OR THE SUBSCRIPTION DOCUMENTS, AS APPLICABLE, SHALL CONTROL. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION, OTHER THAN THE INFORMATION AND REPRESENTATIONS CONTAINED IN THIS MEMORANDUM AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THE MANAGING MEMBER OF THE FUND AND ITS AFFILIATES RESERVE THE RIGHT TO MODIFY ANY OF THE TERMS OF THE OFFERING AND THE MEMBERSHIP INTERESTS DESCRIBED HEREIN.

EACH PROSPECTIVE INVESTOR IS INVITED TO MEET WITH REPRESENTATIVES OF THE MANAGING MEMBER TO DISCUSS THE TERMS AND CONDITIONS OF THIS OFFERING OF THE MEMBERSHIP INTERESTS AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT SUCH INFORMATION CAN BE ACQUIRED OR PROVIDED WITHOUT UNREASONABLE EFFORT OR EXPENSE, NECESSARY TO VERIFY THE INFORMATION CONTAINED HEREIN.

THE MEMBERSHIP INTERESTS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE MEMBERSHIP INTERESTS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, AND MAY NOT BE TRANSFERRED OR RESOLD, EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM, AND IN ACCORDANCE WITH THE LLC AGREEMENT. THE MEMBERSHIP INTERESTS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE FUND IS NOT REGISTERED AS AN INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "COMPANY ACT"), AND THEREFORE IS NOT REQUIRED TO ADHERE TO CERTAIN OPERATIONAL RESTRICTIONS AND REQUIREMENTS UNDER THE COMPANY ACT. THE FUND RELIES ON THE EXCLUSION PROVIDED IN SECTION 3(C)(1) OF THE COMPANY ACT, WHICH PERMITS PRIVATE INVESTMENT COMPANIES TO SELL THEIR MEMBERSHIP

INTERESTS, ON A PRIVATE PLACEMENT BASIS, TO ACCREDITED INVESTORS, AS SUCH TERM IS DEFINED UNDER RULE 501(A) OF REGULATION D, PROMULGATED UNDER THE SECURITIES ACT.

THE MANAGING MEMBER IS NOT PRESENTLY REGISTERED AS AN INVESTMENT ADVISER UNDER THE INVESTMENT ADVISERS ACT OF 1940, AS AMENDED (THE "ADVISERS ACT").

WHILE THE FUND MAY TRADE COMMODITY FUTURES AND/OR COMMODITY OPTIONS CONTRACTS, THE MANAGING MEMBER IS EXEMPT FROM REGISTRATION WITH THE COMMODITY FUTURES TRADING COMMISSION (THE "CFTC") AS A COMMODITY POOL OPERATOR ("CPO") PURSUANT TO CFTC RULE 4.13(A)(3). THEREFORE, UNLIKE A REGISTERED CPO, THE MANAGING MEMBER IS NOT REQUIRED TO DELIVER A CFTC DISCLOSURE DOCUMENT TO PROSPECTIVE MEMBERS, NOR IS IT REQUIRED TO PROVIDE MEMBERS WITH CERTIFIED ANNUAL REPORTS THAT SATISFY THE REQUIREMENTS OF CFTC RULES APPLICABLE TO REGISTERED CPOS.

THE MANAGING MEMBER QUALIFIES FOR THE EXEMPTION UNDER CFTC RULE 4.13(A)(3) ON THE BASIS THAT, AMONG OTHER THINGS, WITH RESPECT TO THE FUND'S COMMODITY INTEREST POSITIONS, (I) THE AGGREGATE INITIAL MARGIN AND PREMIUMS REQUIRED TO ESTABLISH SUCH POSITIONS, DETERMINED AT THE TIME THE MOST RECENT POSITION WAS ESTABLISHED, WILL NOT EXCEED 5% OF THE LIQUIDATION VALUE OF THE FUND'S PORTFOLIO, AFTER TAKING INTO ACCOUNT UNREALIZED PROFITS AND UNREALIZED LOSSES ON ANY SUCH POSITIONS THE FUND HAS ENTERED INTO; OR (II) THE AGGREGATE NET NOTIONAL VALUE OF SUCH POSITIONS, DETERMINED AT THE TIME THE MOST RECENT POSITION WAS ESTABLISHED, WILL NOT EXCEED 100% OF THE LIQUIDATION VALUE OF THE FUND'S PORTFOLIO, AFTER TAKING INTO ACCOUNT UNREALIZED PROFITS AND UNREALIZED LOSSES ON ANY SUCH POSITIONS THE FUND HAS ENTERED INTO.

UNLESS OTHERWISE CONSENTED TO BY THE MANAGING MEMBER, IN ITS DISCRETION, MEMBERSHIP INTERESTS GENERALLY MAY NOT BE PURCHASED BY NONRESIDENT ALIENS, FOREIGN CORPORATIONS, FOREIGN PARTNERSHIPS, FOREIGN TRUSTS OR FOREIGN ESTATES (AS SUCH TERMS ARE DEFINED IN THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE")) OR BY ENTITIES THAT ARE TAX-EXEMPT. SUCH INVESTORS MAY BE ELIGIBLE TO INVEST IN THE OFFSHORE FEEDER FUND. THE MANAGING MEMBER, IN ITS SOLE DISCRETION, MAY DECLINE TO ADMIT ANY PROSPECTIVE INVESTOR FOR ANY REASON OR FOR NO REASON, EVEN IF SUCH PROSPECTIVE INVESTOR HAS SATISFIED THE FUND'S SUITABILITY REQUIREMENTS.

NOTICE TO FLORIDA OFFEREES

THE SECURITIES BEING OFFERED HAVE NOT BEEN REGISTERED WITH THE FLORIDA DIVISION OF SECURITIES AND INVESTOR PROTECTION. IF SALES OF THESE SECURITIES ARE CONSUMMATED WITH FIVE (5) OR MORE OFFEREES IN THE STATE OF FLORIDA, ANY SUCH OFFEREE MAY, AT SUCH OFFEREE'S OPTION, VOID ANY PURCHASE HEREUNDER WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE PURCHASER TO THE SPONSOR, AN AGENT OF THE SPONSOR, OR AN ESCROW AGENT OR WITHIN THREE (3) DAYS AFTER THE AVAILABILITY OF SUCH PRIVILEGE IS COMMUNICATED TO THE PURCHASER, WHICHEVER OCCURS LATER.

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GALAXY 100 INVESTMENT MANGEMENT LLC

SUMMARY OF TERMS

The following information is a summary of the principal terms of an investment in the Fund, and is qualified in its entirety by the detailed information provided elsewhere in this Memorandum, in the LLC Agreement, and in the Subscription Documents related thereto. This Memorandum, the LLC Agreement, and the Subscription Documents must be read in their entirety by prospective investors prior to making any investment in the Fund.

The Fund:	Galaxy 101 LLC is a limited liability company formed on June 16, 2018 under the laws of Delaware. The Fund operates as a private investment fund primarily for the benefit of taxable U.S. investors.
The Managing Member:	Galaxy 100 Fund Company LLC, a limited liability company formed under the laws of Delaware, serves as the Fund's Managing Member and its investment manager. The Managing Member will have full authority to perform all acts required to carry out the activities and objectives of the Fund, except as may otherwise be set forth in the LLC Agreement.
The Investment Manager:	Galaxy 100 Management Company LLC, a limited liability company formed under the laws of Delaware, serves as the Fund's investment manager pursuant to an investment management agreement by and among the Investment Manager, the Managing Member, the Fund and the Offshore Fund, and will provide certain investment, managerial and administrative services to the Fund and the Offshore Fund.
The Seed Investor:	The Seed Investor and one or more of its affiliates have made a significant investment in the Fund and have been issued Class C and Class D Membership Interests in connection therewith. In return for such investment, the Managing Member has entered into a Strategic Relationship Agreement with the Seed Investor, whereby the Seed Investor has been granted certain additional rights in respect of its investment that are not being offered to other investors. Such rights include capacity rights, first loss provisions, fee or allocation discounts, and a fee sharing arrangement whereby the Seed Investor is expected to receive a portion of management fees and incentive allocations paid by, or otherwise made in respect of, other Members. The Seed Investor will have no involvement in selecting or otherwise monitoring the Fund's investments, and will have no

role in respect of managing the day-to-day activities of the Managing Member or the Fund.

Investment Objective:

The investment objective of the Fund is to achieve capital appreciation and maximize absolute returns while minimizing volatility by trading and arbitraging Digital Assets. The Investment Manager's investment team employs in-depth quantitative analysis and due diligence in the Digital Asset space, combined with detailed risk management assessments utilizing the Managing Member's strong network in the Digital Asset community to attempt to minimize counterparty risk. The Investment Manager's investment team develops software programs to automate its process of collecting price information from digital exchanges, ranking arbitrage opportunities, executing trades and accounting and reporting its positions and profits and losses.

The descriptions set forth in this Memorandum of specific strategies in which the Fund may engage or specific investments the Fund may make should not be understood to limit in any way the Fund's investment activities. The Fund may engage in any investment strategy and make any investment, including any not described in this Memorandum, that the Managing Member considers appropriate to pursue the Fund's investment objectives. The Fund's investment program is speculative and entails substantial risks. There can be no assurance that the investment objectives of the Fund will be achieved.

Offshore Feeder Fund:

The Offshore Feeder Fund, Galaxy 100 Offshore Fund, has been established to act as a feeder fund to the Fund, and is expected to invest all or substantially all of its assets in the Fund as a Member thereof. Shareholders of the Offshore Feeder Fund will have interests in the Fund's assets through their respective interests in the Offshore Feeder Fund.

The Managing Member reserves the right to vary the structure of the Fund and any affiliate thereof for tax, regulatory, operational, and other similar reasons.

Target Size:

The Fund is seeking to raise US$100 to $200 million (or its equivalent in one (1) or more cryptocurrencies that the Managing Member, in its discretion, may accept), although the final size of the Fund may be greater or less than such amount.

Minimum Capital Contributions:	The minimum capital contribution to the Fund ("***Capital Contribution***") in respect of the Class E Membership Interests is US$1,000,000, or its equivalent in BTC, ETH, or other cryptocurrencies, although the Managing Member reserves the right to accept Capital Contributions of lesser amounts, in its sole discretion. Generally, the Managing Member will accept Capital Contributions in USD, BTC, or ETH.
Managing Member Capital Contributions:	The Managing Member's Capital Contributions to the Fund currently are equal to US$4,000,000. While the Managing Member is not obligated to maintain such amount of Capital Contributions, the Managing Member currently does not have any intention of reducing such amount of Capital Contributions in the immediate future.
Membership Interests/Side Letters:	The Fund is currently offering Class E Membership Interests in the Fund to certain qualified investors that, if accepted by the Managing Member, will become Members. The Prior Classes and the Class D Membership Interests have different terms than those attributable to the Class E Membership Interests described in this Memorandum. The Prior Classes are no longer being offered to prospective investors, and the Class D Membership Interests are being offered solely to the Seed Investor or one or more of its affiliates. The Fund, in the Managing Member's sole discretion, may establish additional classes or series of Membership Interests (each class of Membership Interests of the Fund, a "***Class of Interests***") and enter into side letter agreements ("***Side Letter Agreements***") that provide for different or additional terms than those of the Membership Interests described in this Memorandum, including by way of example, different management fee rates, incentive allocation rates, information rights, and withdrawal rights. The Fund may establish new Classes of Interests and enter into Side Letter Agreements without providing notice to, or receiving consent from, the Members. The Managing Member may, in its sole discretion, determine the terms of such Classes of Interests and Side Letter Agreements. The Managing Member anticipates creating separate series of Class E Membership Interests to facilitate subscriptions in BTC, ETH, or other cryptocurrencies.
Offering of Membership Interests:	The Managing Member may admit new Members and accept additional Capital Contributions from current Members as of the first day of each month, or such other day as the Managing

	Member may determine in its sole discretion (each, a "***Subscription Date***").
	Each Capital Contribution will be deemed to create a separate capital account in the Fund in respect of an applicable Member (a "***Capital Account***") for purposes of determining the Incentive Allocation terms applicable to such Capital Contribution. If a Member makes multiple Capital Contributions, Incentive Allocations will, therefore, be determined independently with respect to each Capital Account held by such Member. Unless the context indicates otherwise, references to "Capital Accounts" in the context of Incentive Allocations should be understood to refer to a particular Capital Account and not the aggregate Capital Accounts of a Member.
Use of Proceeds:	The proceeds from the sale of Membership Interests of the Fund will be available for the Fund's investment program, and for the payment of the Fund's organizational, offering, and operational expenses.
Sales Charges:	There will be no sales charges payable to the Managing Member or the Fund (or their respective affiliates) in connection with the offering of the Membership Interests.
	The Fund may offer the Membership Interests through selling agents or brokers. Any fees and commissions incurred in connection with the sale of the Membership Interests through selling agents or brokers would either be charged against the Capital Accounts of the Members to whom the fees and commissions are attributable (provided, that any such Member has consented in advance to the payment thereof) or would be paid directly by the Managing Member or by an affiliate of the Managing Member.
Allocations of Profits and Losses:	The net asset value of the Fund will be equal to the excess of the value of the Fund's assets over the value of its liabilities, as determined in accordance with the LLC Agreement. At the end of each Accounting Period, each Capital Account generally will be adjusted by crediting (in the case of net capital appreciation) or debiting (in the case of net capital depreciation) the net capital appreciation or net capital depreciation for such Accounting Period, as the case may be, to all the Capital Accounts (including the Managing Member's Capital Account) in proportion to their respective Membership Percentages.

"***Accounting Period***" means the period commencing, in the case of the initial Accounting Period, upon the commencement of the Fund and, in the case of each subsequent Accounting Period, immediately after the end of the immediately preceding Accounting Period and ending at the close of business on the first to occur of (i) the last day of each month; (ii) the date immediately prior to the effective date of the admission of a new Member or the effective date of an additional Capital Contribution from a Member; (iii) the date immediately prior to the effective date of a Member's withdrawal of all or a portion of a Capital Account or a distribution from a Capital Account; and (iv) any other date the Managing Member determines, in its sole discretion.

The "***Membership Percentage***" with respect to each Capital Account, as of the beginning of each Accounting Period, is the quotient (expressed as a percentage) of (i) the balance of such Capital Account divided by (ii) the aggregate balances of the Capital Accounts of all Members. The sum of the Membership Percentages of all Capital Accounts is equal to 100%. A Member's Membership Percentage is equal to the sum of the Membership Percentages for all such Member's Capital Accounts.

For the avoidance of doubt, Membership Percentages will be calculated after reduction for any distributions and withdrawals effective as of the beginning of the applicable Accounting Period and after taking into account Capital Contributions made as of such date.

Liabilities will be determined using GAAP, applied on a consistent basis, except that the Managing Member may, in its sole discretion, establish reserves and holdbacks for estimated accrued expenses, liabilities, or contingencies, including, without limitation, general reserves and holdbacks for unspecified contingencies (even if such reserves or holdbacks are not required by GAAP).

Restricted and Limited Participation

In the event the Managing Member determines that, based on tax or regulatory considerations, or for any other reasons as to which the Managing Member and any Member agree, such Member should not participate (or should be limited in its participation) in the net capital appreciation and net capital depreciation, if any, attributable to any Digital Asset, type of

Digital Asset, or any other transaction, the Managing Member may allocate such net capital appreciation or net capital depreciation only to the Capital Accounts of Members to which such considerations or reasons do not apply (or may allocate to the Member to which such considerations or reasons apply, the portion of such net capital appreciation or net capital depreciation attributable to such Member's limited participation in such Digital Asset, type of Digital Asset, or other transaction). If any of the considerations or reasons described above apply, then the Managing Member may establish a separate memorandum account in which only the Members having an interest in such Digital Asset, type of Digital Asset, or transaction will have an interest, and the net capital appreciation and net capital depreciation for each such memorandum account will be separately calculated.

Management Fees:

The Fund, solely in respect of the Class E Membership Interests, will pay to the Investment Manager a fee for services rendered to the Fund (the "***Management Fee")*** for each fiscal month equal to one-twelfth of the result of the Management Fee Rate multiplied by the balance of each Capital Account of a Class E Member as of the beginning of such fiscal month (before taking into account the estimated accrued Incentive Allocation, if any). The Fund will calculate and pay the Management Fee in advance but will amortize the Management Fee monthly over the fiscal month for which such Management Fee is paid.

"***Management Fee Rate***" means 1% per annum.

The Fund will pay the Management Fee within ten (10) days of the first day of each fiscal month.

The Management Fee will be prorated and payable as of a Subscription Date for any Capital Contribution by a Class E Member that is effective other than as of the first day of a fiscal month. In the event of a withdrawal by a Class E Member other than as of the last day of a fiscal month, the Investment Manager will return to the Fund for payment to, or credit to the Capital Account of, the withdrawing Class E Member, an amount equal to the pro rata portion of the Management Fee, based on the actual number of days remaining in such fiscal month.

In the sole discretion of the Investment Manager, the Management Fee may be waived, reduced, or calculated

differently with respect to the Capital Account(s) of any Class E Member. The Managing Member's Capital Account will not be debited in respect of any Management Fee. Additionally, none of the Class A, Class B, Class C or Class D Members will be charged any management fees in respect of their Capital Accounts.

Incentive Allocation:

Generally, at the end of each fiscal year, the Fund will reallocate from each Capital Account of each Class E Member to the Capital Account of the Managing Member an amount (the "***Incentive Allocation***") equal to the product of the Incentive Allocation Rate, multiplied by the amount of the net capital appreciation allocated to the Capital Account of each such Class E Member for such fiscal year, after reduction by an amount equal to the amount of the Management Fee, if any, and to the extent applicable, debited to such Capital Account for such fiscal year; provided, however, that the net capital appreciation upon which the calculation of the Incentive Allocation is based will be reduced to the extent of any balance in such Capital Account's Loss Recovery Account. The Incentive Allocation also will be made with respect to net capital appreciation attributable to amounts withdrawn and to amounts transferred (provided that such transfer results in a change in the beneficial ownership of the Membership Interest transferred) and in connection with the termination of the Fund.

The "***Incentive Allocation Rate***" means 30% in respect of the Class E Membership Interests.

The Fund maintains a loss recovery account (a "***Loss Recovery Account***") for each Capital Account of a Class E Member that tracks the losses that must be recouped before an Incentive Allocation can be made with respect to such Capital Account of a Class E Member (i.e., tracks the "high water mark" of such Capital Account). The balance in each Capital Account's Loss Recovery Account is adjusted at the end of each fiscal year to reflect the aggregate net capital depreciation with respect to such Capital Account, if any, and is adjusted as necessary to account for net capital appreciation and intra-year withdrawals. Solely for purposes of determining an adjustment to the balance of a Capital Account's Loss Recovery Account, net capital appreciation and net capital depreciation for any applicable period will be calculated by taking into account the amount of the Management Fee, if any, debited to such Capital Account for such period. Additional Capital Contributions do not affect the balance of any Loss Recovery Account. The

Incentive Allocation is not made with respect to a Capital Account until the balance of such Capital Account's Loss Recovery Account has been reduced to zero.

The Incentive Allocation will be determined separately with respect to each Capital Account established for a Class E Member. Accordingly, it is possible that an Incentive Allocation may be made with respect to one Capital Account even though another Capital Account of the same Class E Member has not appreciated, or has depreciated in value during the same period.

In the sole discretion of the Managing Member, the Incentive Allocation may be waived, reduced, or calculated differently with respect to the Capital Account(s) of any Class E Member.

Withdrawals/Withdrawal Restrictions:

Subject to the limitations on withdrawals set forth herein, each Class E Member may, as of the last day of each fiscal month (each such date, and any other day on which a withdrawal is permitted or required by the Managing Member, a "***Withdrawal Date***"), upon at least thirty (30) days' prior written notice to the Managing Member, withdraw all or a portion of the balance in each Capital Account of such Member as of the Withdrawal Date. A withdrawal notice will be irrevocable unless the Managing Member, in its sole discretion, permits the withdrawal notice to be revoked.

Suspensions

The Managing Member, in its sole discretion, may delay or otherwise suspend withdrawals or the payment of any withdrawal proceeds when, in the reasonable discretion of the Managing Member, any of the following circumstances are deemed to occur in connection with the Fund's activities:

- when markets are closed;
- if there is a delay in the receipt by the Fund of the whole or any part of proceeds due to the Fund from an investment;
- when disposition of investments by the Fund is restricted, impracticable, or prejudicial;
- during a communications breakdown;

- when valuations are not easily ascertainable due to extreme fluctuations in the cryptocurrency markets or otherwise; and
- when the Managing Member believes withdrawals (i) would impair the Fund's ability to operate; or (ii) could jeopardize the Fund's tax or legal status.

Compulsory Withdrawals: The Managing Member, in its sole discretion, may cause a Member to withdraw in respect of some or all of such Member's Membership Interests for any reason or no reason.

Designated Investments: The Fund may from time to time invest in Digital Assets that are special situations that the Managing Member, in its sole discretion, elects to designate as "***Designated Investments***." Such designation may be made by the Managing Member with respect to one (1) or more investments as of the initial date of investment or at a subsequent date thereafter. Amounts associated with a Designated Investment may not be withdrawn until the realization or deemed realization of such Designated Investment.

Separate capital accounts may be established at the designation of a Designated Investment to track the interests of the Members participating therein.

Net capital appreciation or net capital depreciation attributable to a Designated Investment will be included in the net asset value of the Fund, and such net capital appreciation or net capital depreciation will be specially allocated exclusively to those Members who were Members of the Fund at the time of such designation.

Management Fees will accrue and be payable and the Incentive Allocation will accrue and be allocated with respect to Designated Investments from the Capital Accounts of the Members to which such Designated Investments relate.

Expenses: The Fund will bear its own expenses, including, without limitation, the following: (i) the Management Fee; (ii) expenses related to the research, due diligence, and monitoring of actual and prospective investments (whether or not consummated) and the consummation of investments; (iii) costs related to the custody of Digital Assets (including, but not limited to, third party wallet providers); (iv) fees and expenses related to obtaining research and market data (including, without limitation, any information technology hardware, software, or

	other technology incorporated into the cost of obtaining such research and market data); (v) due diligence expenses; (vi) costs incurred in attending seminars and conferences related to Digital Assets; (vii) costs associated with participating in trades involving Designated Investments; (viii) organizational and reorganizational expenses, including, without limitation, costs and expenses relating to the organization of a master-feeder structure; (ix) operational expenses, including, without limitation, fees and expenses relating to compliance with the rules of any self-regulatory organization or applicable law (including, without limitation, reporting obligations), fees and expenses associated with the acquisition and disposition of Digital Assets, and fees and expenses charged at the investment level; and (x) legal expenses, including, without limitation, legal costs and expenses incurred by the Fund or the Managing Member in connection with investigating and responding to any subpoena or other inquiry made by a governmental or regulatory authority in connection with the Fund's activities.
Administrator:	The Managing Member may appoint an administrator (the "***Administrator***") to the Fund. It is currently anticipated that the Fund's initial Administrator will be NAV Consulting, Inc.
Auditor:	The Managing Member intends to appoint an auditor (the "***Auditor***") of the Fund. It is currently anticipated that the Fund's initial Auditor will be AUDIT Cayman.
Compliance:	The Managing Member intends to engage a third-party compliance firm (the "***Compliance Firm***") to provide compliance services to the Fund. It is currently anticipated that the Fund's initial Compliance Firm will be OCA Consulting LLC.
Leverage:	The Managing Member intends to use leverage as part of the Fund's investment program. While the Managing Member may use as much as 10:1 leverage in respect of individual trades, the amount of leverage used in respect of the Fund's aggregate portfolio will not exceed 2:1.
Transfers:	Generally, Members may not transfer all or any portion of their Membership Interests, or any of their rights or obligations under the LLC Agreement, except with the express written consent of the Managing Member.
Reports:	Members will receive audited annual financial statements of the Fund. Members also will receive monthly reports

	containing unaudited statements in respect of the Fund's net asset value.
Tax Considerations:	Each potential investor should consult its own tax advisor to determine the specific tax consequences to such investor of purchasing, owning, and selling Membership Interests in the Fund.
ERISA Considerations	The Managing Member will use reasonable best efforts to either (i) prohibit plans subject to Part 4 of Title I of the U.S. Employee Retirement Income Security Act of 1986, as amended ("***ERISA***"), or Section 4975 of the U.S. Internal Revenue Code of 1974, as amended (the "***Code***"), from investing in the Fund; or (ii) provide that investment by benefit plan investors in the Fund will not be "significant", so that the underlying assets of the Fund will not constitute "plan assets" of plans subject to Title I of ERISA or Section 4975 of the Code.
Limitation of Liability; Indemnification:	Except as required by applicable law, none of the Managing Member, its principals, their respective affiliates, or any of their respective members, managers, partners, directors, officers, or employees ("***Indemnitees***") will be liable to the Fund or any Member for any act or omission by any such person in the absence of Disabling Conduct, or for losses due to the negligence of brokers or other agents of the Fund. The Fund will indemnify each Indemnitee against any loss, damage, or expense incurred by any such person on behalf of or in connection with the affairs of the Fund, except to the extent arising out of any such person's Disabling Conduct. "***Disabling Conduct***" means (i) fraud, gross negligence, material breach of the LLC Agreement, or willful malfeasance by or of any such person; and (ii) any action taken in bad faith by any such person in the conduct of such person's office.
Subscription Procedures:	Investors wishing to subscribe for Membership Interests will be required to deliver to the Managing Member an executed and completed Subscription Agreement, an investor suitability questionnaire, a Form W-9, and such other information as the Managing Member may request. The Managing Member may reject any subscription, in whole or in part, in its sole discretion and will notify any subscriber of such rejection as soon as practicable thereafter. Subscriptions will only be accepted when executed by the Managing Member on behalf of the Fund. U.S. investors must satisfy the "accredited investor" standards set forth in U.S. federal securities laws.

U.S. Legal Counsel:	Lawyer & Attorney LLP. Lawyer & Attorney LLP does not represent the Members in connection with matters relating to the Fund or its investments.
Risks:	An investment in the Fund will involve substantial risks due in part to the highly speculative nature of investing in Digital Assets. There can be no assurance that the Fund's investment objective will be achieved or that there will be any return of capital. Investment results may vary substantially on a monthly, quarterly, or annual basis. Prior to investing in the Fund, each investor must carefully consider and evaluate the detailed risk factors set forth in the Fund's subscription documents. (See "CERTAIN RISK FACTORS.")

INVESTMENT PROGRAM

Investment Objective

The investment objective of the Fund is to achieve capital appreciation and maximize absolute returns while minimizing volatility by trading and arbitraging Digital Assets. The Investment Manager's investment team employs in-depth quantitative analysis and due diligence in the Digital Asset space, combined with detailed risk management assessments utilizing the Investment Manager's strong network in the Digital Asset community to attempt to minimize counterparty risk. The Investment Manager's investment team develops software programs to automate its process of collecting price information from digital exchanges, ranking arbitrage opportunities, executing trades and accounting and reporting its positions and profits and losses.

The Investment Manager intends to use leverage as part of the Fund's investment program. While the Investment Manager may use as much as 10:1 leverage in respect of individual trades, the amount of leverage used in respect of the Fund's aggregate portfolio will not exceed 2:1.

The foregoing description of specific strategies in which the Fund may engage or specific investments the Fund may make should not be understood to limit in any way the Fund's investment activities. The Fund may engage in any investment strategy and make any investment, including any not described in the foregoing description, that the Managing Member considers appropriate to pursue the Fund's investment objectives. The Fund's investment program is speculative and entails substantial risks. There can be no assurance that the investment objectives of the Fund will be achieved.

* * * * *

Although the Fund intends primarily to implement the investment objective and strategy as set forth above, the Fund may also invest in other securities or instruments on an opportunistic basis. The Fund may engage in any investment strategy and make any investment, including any not described in the foregoing description, that the Investment Manager considers appropriate to pursue the Fund's investment objectives. Markets change over time, and the Investment Manager shall seek to capitalize on what it perceives to be attractive opportunities, whatever they might be.

There can be no assurances that the investment objective of the Fund will be achieved. The Fund's investment program involves risks, including general market risks and the risk that a portion of the Fund's assets may be invested in illiquid investments. Certain investment practices can in some circumstances substantially increase any adverse impact on the Fund's investments. (See "CERTAIN RISK FACTORS.")

MANAGEMENT AND INVESTMENT TEAM

Management and Investment Team

Mike Mikey. [redacted]

Dan Danny. [redacted]

Beans van Ben. [redacted]

Van Bobby. [redacted]

Ben Beans. [redacted]

Beans Bob. [redacted]

On or about January 25, 2018, the Staff notified Sample Asset Management, Inc. ("Sample") and Mr. Mikey of its intent to recommend that the SEC bring a civil injunctive action against Sample and Mr. Mikey regarding its investigation of Sample' market timing and late trading practices. In anticipation of the institution of these proceedings, Sample and Mr. Mikey submitted an offer of settlement, which the SEC accepted.

Without admitting or denying the findings in the order, Sample and Mr. Mikey consented to the entry of an order by the SEC instituting public administrative and cease-and-desist proceedings, making findings, imposing a cease-and-desist order, and imposing remedial sanctions, in connection with allegations concerning market timing and late trading of mutual fund shares. Specifically, the SEC alleged that, from January 2001 to September 2003, Sample and Mr. Mikey violated Section 17(a) of the Securities Act, Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act"), and Rule 10b-5 thereunder, and Rule 22c-1 under the Company Act in connection with market timing and late trading strategies. Sample was censured. Sample and Mr. Mikey were required to (i) pay in the aggregate, jointly and severally, US$2,176,915.80, and (ii) cease and desist from committing or causing any violations and any further violations of Section 17(a) of the Securities Act, Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, and Rule 22c-1 under the Company Act. Furthermore, Mr. Mikey was suspended from participating in certain industry activities for a period of 12 months.

EXPENSES; MANAGEMENT FEE

Organizational and Reorganizational Expenses

The Fund shall bear all of its organizational and reorganizational expenses, including, without limitation, costs and expenses relating to the organization of a master-feeder structure.

Operating Expenses

The Fund shall bear its own expenses, including, without limitation, the following: (i) the Management Fee; (ii) expenses related to the research, due diligence, and monitoring of actual and prospective investments (whether or not consummated) and the consummation of investments; (iii) costs related to the custody of Digital Assets (including, but not limited to, third party wallet providers); (iv) fees and expenses related to obtaining research and market data (including, without limitation, any information technology hardware, software, or other technology incorporated into the cost of obtaining such research and market data); (v) due diligence expenses; (vi) costs incurred in attending seminars and conferences related to Digital Assets; (vii) costs associated with participating in trades involving Designated Investments (as defined below); (viii) operational expenses, including, without limitation, fees and expenses relating to compliance with the rules of any self-regulatory organization or applicable law (including, without limitation, reporting obligations), fees and expenses associated with the acquisition and disposition of Digital Assets, and fees and expenses charged at the investment level; and (ix) legal expenses, including, without limitation, legal costs and expenses incurred by the Fund or the Managing Member in connection with investigating and responding to any subpoena or other inquiry made by a governmental or regulatory authority in connection with the Fund's activities.

Management Fee

The Fund, solely in respect of the Class E Membership Interests, will pay to the Investment Manager the Management Fee for each fiscal month equal to one-twelfth of the result of the Management Fee Rate multiplied by the balance of each Capital Account of a Class E Member as of the beginning of such fiscal month (before taking into account the estimated accrued Incentive Allocation, if any). The Fund will calculate and pay the Management Fee in advance but will amortize the Management Fee monthly over the fiscal month for which such Management Fee is paid.

"Management Fee Rate" means 1% per annum.

The Fund will pay the Management Fee within ten (10) days of the first day of each fiscal month.

The Management Fee will be prorated and payable as of a Subscription Date for any Capital Contribution by a Class E Member that is effective other than as of the first day of a fiscal month. In the event of a withdrawal by a Class E Member other than as of the last day of a

fiscal month, the Investment Manager will return to the Fund for payment to, or credit to the Capital Account of, the withdrawing Class E Member, an amount equal to the pro rata portion of the Management Fee, based on the actual number of days remaining in such fiscal month.

In the sole discretion of the Investment Manager, the Management Fee may be waived, reduced, or calculated differently with respect to the Capital Account(s) of any Class E Member. The Managing Member's Capital Account will not be debited in respect of any Management Fee. Additionally, none of the Class A, Class B, Class C or Class D Members will be charged any management fees in respect of their Capital Accounts.

Sales Charges; Placement Agents

There will be no sales charges payable to the Managing Member or the Fund (or their respective affiliates) in connection with the offering of the Membership Interests.

The Fund may offer the Membership Interests through selling agents or brokers. Any fees and commissions incurred in connection with the sale of the Membership Interests through selling agents or brokers would either be charged against the Capital Accounts of the Members to whom the fees and commissions are attributable (provided, that any such Member has consented in advance to the payment thereof) or would be paid directly by the Managing Member or by an affiliate of the Managing Member.

INCENTIVE ALLOCATION; ALLOCATIONS OF PROFITS AND LOSSES

Incentive Allocation

The Managing Member may admit new Members and accept additional Capital Contributions from current Members as of the first day of each month, or such other day as the Managing Member may determine in its sole discretion (each, a "Subscription Date"). Each Capital Contribution will be deemed to create a separate capital account in the Fund in respect of an applicable Member (a "Capital Account") for purposes of determining the Incentive Allocation terms applicable to such Capital Contribution. If a Member makes multiple Capital Contributions, Incentive Allocations will, therefore, be determined independently with respect to each Capital Account held by such Member. Unless the context indicates otherwise, references to "Capital Accounts" in the context of Incentive Allocations should be understood to refer to a particular Capital Account and not the aggregate Capital Accounts of a Member.

Generally, at the end of each fiscal year, the Fund will reallocate from each Capital Account of each Class E Member to the Capital Account of the Managing Member the Incentive Allocation, which shall be equal to the product of the Incentive Allocation Rate, multiplied by the amount of the net capital appreciation allocated to the Capital Account of each such Class E Member for such fiscal year, after reduction by an amount equal to the amount of the Management Fee, if any, and to the extent applicable, debited to such Capital Account for such fiscal year; provided, however, that the net capital appreciation upon which the calculation of the Incentive Allocation is based will be reduced to the extent of any balance in such Capital Account's Loss Recovery Account. The Incentive Allocation also will be made with respect to net capital appreciation attributable to amounts withdrawn and to amounts transferred (provided that such

transfer results in a change in the beneficial ownership of the Membership Interest transferred) and in connection with the termination of the Fund.

The "Incentive Allocation Rate" means 30% in respect of the Class E Membership Interests.

The Fund maintains a loss recovery account (a "Loss Recovery Account") for each Capital Account of a Class E Member that tracks the losses that must be recouped before an Incentive Allocation can be made with respect to such Capital Account of a Class E Member (i.e., tracks the "high water mark" of such Capital Account). The balance in each Capital Account's Loss Recovery Account is adjusted at the end of each fiscal year to reflect the aggregate net capital depreciation with respect to such Capital Account, if any, and is adjusted as necessary to account for net capital appreciation and intra-year withdrawals. Solely for purposes of determining an adjustment to the balance of a Capital Account's Loss Recovery Account, net capital appreciation and net capital depreciation for any applicable period will be calculated by taking into account the amount of the Management Fee, if any, debited to such Capital Account for such period. Additional Capital Contributions do not affect the balance of any Loss Recovery Account. The Incentive Allocation is not made with respect to a Capital Account until the balance of such Capital Account's Loss Recovery Account has been reduced to zero.

The Incentive Allocation will be determined separately with respect to each Capital Account established for a Class E Member. Accordingly, it is possible that an Incentive Allocation may be made with respect to one Capital Account even though another Capital Account of the same Class E Member, as applicable, has not appreciated, or has depreciated in value during the same period.

In the sole discretion of the Managing Member, the Incentive Allocation may be waived, reduced, or calculated differently with respect to the Capital Account(s) of any Class E Member.

Allocations of Profits and Losses

The net asset value of the Fund will be equal to the excess of the value of the Fund's assets over the value of its liabilities, as determined in accordance with the LLC Agreement. At the end of each Accounting Period, each Capital Account generally will be adjusted by crediting (in the case of net capital appreciation) or debiting (in the case of net capital depreciation) the net capital appreciation or net capital depreciation for such Accounting Period, as the case may be, to all the Capital Accounts (including the Managing Member's Capital Account) in proportion to their respective Membership Percentages.

"Accounting Period" means the period commencing, in the case of the initial Accounting Period, upon the commencement of the Fund and, in the case of each subsequent Accounting Period, immediately after the end of the immediately preceding Accounting Period and ending at the close of business on the first to occur of (i) the last day of each month; (ii) the date immediately prior to the effective date of the admission of a new Member or the effective date of an additional Capital Contribution from a Member; (iii) the date immediately prior to the effective date of a Member's withdrawal of all or a portion of a Capital Account or a distribution

from a Capital Account; and (iv) any other date the Managing Member determines, in its sole discretion.

The "Membership Percentage" with respect to each Capital Account, as of the beginning of each Accounting Period, is the quotient (expressed as a percentage) of (i) the balance of such Capital Account divided by (ii) the aggregate balances of the Capital Accounts of all Members. The sum of the Membership Percentages of all Capital Accounts is equal to 100%. A Member's Membership Percentage is equal to the sum of the Membership Percentages for all such Member's Capital Accounts.

For the avoidance of doubt, Membership Percentages will be calculated after reduction for any distributions and withdrawals effective as of the beginning of the applicable Accounting Period and after taking into account Capital Contributions made as of such date.

Liabilities will be determined using GAAP, applied on a consistent basis, except that the Managing Member may, in its sole discretion, establish reserves and holdbacks for estimated accrued expenses, liabilities, or contingencies, including, without limitation, general reserves and holdbacks for unspecified contingencies (even if such reserves or holdbacks are not required by GAAP).

Restricted and Limited Participation

In the event the Managing Member determines that, based on tax or regulatory considerations, or for any other reasons as to which the Managing Member and any Member agree, such Member should not participate (or should be limited in its participation) in the net capital appreciation and net capital depreciation, if any, attributable to any Digital Asset, type of Digital Asset, or any other transaction, the Managing Member may allocate such net capital appreciation or net capital depreciation only to the Capital Accounts of Members to which such considerations or reasons do not apply (or may allocate to the Member to which such considerations or reasons apply, the portion of such net capital appreciation or net capital depreciation attributable to such Member's limited participation in such Digital Asset, type of Digital Asset, or other transaction). If any of the considerations or reasons described above apply, then the Managing Member may establish a separate memorandum account in which only the Members having an interest in such Digital Asset, type of Digital Asset, or transaction will have an interest, and the net capital appreciation and net capital depreciation for each such memorandum account will be separately calculated.

Adjustments to Allocations

The LLC Agreement contains certain provisions regarding various U.S. tax matters that may result in allocations different than those set forth above in a limited number of circumstances.

WITHDRAWALS; DISTRIBUTIONS

Withdrawals

Subject to the limitations on withdrawals set forth herein, each Class E Member may, as of the last day of each fiscal month (each such date, and any other day on which a withdrawal is permitted or required by the Managing Member, a "Withdrawal Date"), upon at least thirty (30) days' prior written notice to the Managing Member, withdraw all or a portion of the balance in each Capital Account of such Member as of the Withdrawal Date. A withdrawal notice will be irrevocable unless the Managing Member, in its sole discretion, permits the withdrawal notice to be revoked.

Suspension of Withdrawals

The Managing Member, in its sole discretion, may delay or otherwise suspend withdrawals or the payment of any withdrawal proceeds when, in the reasonable discretion of the Managing Member, any of the following circumstances are deemed to occur in connection with the Fund's activities:

- when markets are closed;
- if there is a delay in the receipt by the Fund of the whole or any part of proceeds due to the Fund from an investment;
- when disposition of investments by the Fund is restricted, impracticable, or prejudicial;
- during a communications breakdown;
- when valuations are not easily ascertainable due to extreme fluctuations in the cryptocurrency markets or otherwise; and
- when the Managing Member believes withdrawals (i) would impair the Fund's ability to operate; or (ii) could jeopardize the Fund's tax or legal status.

Compulsory Withdrawals

The Managing Member, in its sole discretion, may cause a Member to withdraw in respect of some or all of such Member's Membership Interests for any reason or no reason, including, without limitation, if the Managing Member determines that it is necessary, desirable, or appropriate to redeem such Member in order to comply with applicable law or regulations, to maintain certain capacity rights in respect of other Members, or to avoid a material adverse effect on the Fund, the other Members, or the Managing Member.

Designated Investments

The Fund may from time to time invest in Digital Assets that are special situations

that the Managing Member, in its sole discretion, elects to designate as "Designated Investments." Such designation may be made by the Managing Member with respect to one (1) or more investments as of the initial date of investment or at a subsequent date thereafter. Amounts associated with a Designated Investment may not be withdrawn until the realization or deemed realization of such Designated Investment.

Separate capital accounts may be established at the designation of a Designated Investment to track the interests of the Members participating therein.

Net capital appreciation or net capital depreciation attributable to a Designated Investment will be included in the net asset value of the Fund, and such net capital appreciation or net capital depreciation will be specially allocated exclusively to those Members who were Members of the Fund at the time of such designation.

Management Fees will accrue and be payable and the Incentive Allocation will accrue and be allocated with respect to Designated Investments from the Capital Accounts of the Members to which such Designated Investments relate.

Payment of Withdrawal Proceeds

Subject to any suspension of withdrawals, and to the limitations described below, payment of withdrawal proceeds generally will be made within three (3) days after the applicable Withdrawal Date. The Managing Member, in its sole discretion, may hold such withdrawal proceeds in an interest bearing account and may, if it so elects, include any such interest earned on the withdrawal proceed amounts from the Withdrawal Date to the date of payment in any such payments to Members.

The Managing Member may establish such holdbacks or reserves as it reasonably determines, in its sole discretion, for contingent liabilities relating to the Fund (even if such holdbacks or reserves are not otherwise required by GAAP, including, without limitation, for such things as pending or potential litigation or Internal Revenue Service audits). Such holdbacks or reserves, if any, will reduce the amount of a distribution upon a withdrawal. The unused portion of any such holdback or reserve will be distributed to the Members to which the holdback or reserve applied, to the extent that the Managing Member has determined that the need therefor has ceased. The Managing Member, in its sole discretion, may hold any such holdback or reserve in an interest bearing account and may, if it so elects, include any such interest earned on such holdback or reserve amounts in any such payments to Members.

In no event will the Fund be obligated to pay withdrawal proceeds in respect of a withdrawing Member's share of any Designated Investment, until the last to occur of the following: (i) the last business day of the calendar quarter following the calendar quarter during which the Fund realizes such Designated Investment, (ii) the last business day of the calendar quarter following the calendar quarter during which the Managing Member, in its sole discretion, determines that such Designated Investment shall no longer be classified as such, and (iii) the applicable date that withdrawal proceeds would otherwise be paid. For the avoidance of doubt, subject to the foregoing, approved payments of withdrawal proceeds in respect of a withdrawing Member's share of any Designated Investments shall be effected in the same manner as payments of withdrawal proceeds generally, including, without limitation, being subject to a Reserve

Amount, liabilities or contingencies, and net of any applicable Management Fees and Incentive Allocations.

Payments of withdrawal proceeds may be made, in whole or in part, in specie or in kind rather than in cash, in the sole and absolute discretion of the Managing Member. (See "In-Kind Payments and Distributions" below.)

Discretionary Distributions

In addition to any withdrawal payments, distributions to Members may be made at such times and in such amounts as may be determined by the Managing Member, in its sole discretion. The Managing Member does not intend to make any such discretionary distributions to Members at any time in the foreseeable future.

In-Kind Payments and Distributions

The Managing Member, in its sole discretion, may make any distribution, including payment of withdrawal proceeds, in whole or in part, in cash, in kind, or in any other property or assets of the Fund, including without limitation, securities or other investments for which there is no readily available public market, as well as interests in any liquidation vehicle or other special purposes entity formed for the purpose of facilitating withdrawals or an in-kind distribution of securities or other assets.

Managing Member Withdrawal of Capital

The Managing Member may make complete or partial withdrawals of any Incentive Allocation from its capital account at any time, in its discretion. To the extent that the Managing Member makes any direct investment in the Fund (excluding amounts attributable to the Incentive Allocation), such investment will be treated as a limited liability company interest hereunder, and as if the Managing Member were a Member with respect thereto, and will be subject to the same withdrawals provisions as Members.

CERTAIN RISK FACTORS

*An investment in the Fund is speculative and **involves substantial risks**, including but not limited to those risks described below. The statements made in this Memorandum regarding future activities and opportunities are forward-looking statements and may be affected by a number of events, including market and economic conditions and other factors described in this Memorandum. There can be no assurance that the Fund's objectives will be achieved or that there will be any return of capital. Investment results may vary substantially on a monthly, quarterly, or annual basis. Membership Interests are a potentially suitable investment only for sophisticated investors for whom an investment in the Fund does not represent a complete investment program and who, in consultation with their own investment and tax advisors, fully understand and are capable of assuming the risks of an investment in the Membership Interests, including the potential risk of all of their invested capital.*

General Risk Factors

Risks Related to the Limited Business History and Limited Business Objective of the Fund. The Fund has a limited previous operating history and will be entirely dependent on the Managing Member. No person should be willing to make an investment in the Fund unless such person is willing to rely fully on the Managing Member's ability to effect investments on behalf of the Fund.

Absence of Regulatory Oversight. The Fund is not registered as an investment company under the U.S. Investment Company Act of 1940, as amended, in reliance upon an exemption available to privately offered investment companies and, accordingly, the provisions of such Act (which, among other things, require investment companies to have a majority of disinterested directors, provide limitations on leverage, limit transactions between investment companies and their affiliates and regulate the relationship between the adviser and the investment company) are not applicable to the Fund.

Regulatory Risks. The Fund invests primarily in Digital Assets which are either not regulated, or are in the early stages of regulation by U.S. federal and state governments, or self-regulatory organizations. As Digital Assets have grown in popularity, certain U.S. agencies have begun to examine Digital Assets and the operations of Digital Assets. Generally, changes in the regulation of private investment funds, their managers, and their trading and investing activities may have a material adverse effect on the ability of the Fund to pursue its investment program and the value of investments held by the Fund. There has been an increase in scrutiny of the private investment fund industry by governmental agencies and self-regulatory organizations. To the extent any type of Digital Asset is determined to be a security, commodity, future or other regulated asset, or to the extent that a U.S. or foreign government or quasi-governmental agency exerts additional regulatory authority over the Digital Assets, the Fund may be adversely affected. Specifically, new laws and regulations or actions taken by regulators that restrict the ability of the Fund to pursue its investment program or employ counterparties could have a material adverse effect on the Fund and the Members' investments therein. In addition, the Managing Member may, in its sole discretion, cause the Fund to be subject to certain laws and regulations if it believes that an investment or business activity is in the Fund's interest, even if such laws and regulations may have a detrimental effect on one or more Members.

It is possible that any jurisdiction, U.S. or non-U.S., may, in the near or distant future, adopt laws, regulations, policies or rules directly or indirectly affecting a Digital Asset network, generally, or restricting the right to acquire, own, hold, sell, convert, trade, or use Digital Assets, or to exchange Digital Assets for either fiat currency or other virtual currency. It is also possible that government authorities may claim ownership over mathematical Digital Asset network source codes and protocols or law enforcement agencies (of any or all jurisdictions, foreign or domestic) may take direct or indirect investigative or prosecutorial action related to, among other things, the use, ownership or transfer of virtual currencies, resulting in a change to its value or to the development of a Digital Asset network.

Future Regulatory Change is Impossible to Predict. The securities and derivatives markets are subject to comprehensive statutes, regulations and margin requirements. In addition, the SEC, the Commodity Futures Trading Commission ("CFTC"), or foreign governments and exchanges are authorized to take extraordinary actions in the event of a market emergency, including, for example, the retroactive implementation of speculative position limits or higher margin requirements, the establishment of daily price limits and the suspension of trading. The regulation of securities and derivatives both inside and outside the United States is a rapidly changing area of law and is subject to modification by government and judicial action.

The Fund invests primarily in cryptocurrencies and Digital Assets, which currently are either not regulated, or are in the early stages of regulation by U.S. federal and state governments, or self-regulatory organizations or foreign governments. As cryptocurrencies and Digital Assets have grown in popularity, certain U.S. agencies, such as the Financial Crimes Enforcement Network ("FinCEN") and the CFTC or foreign governments, have begun to examine cryptocurrencies and Digital Assets and the operations of Bitcoin and other cryptocurrency networks in depth. Currently, the SEC has not formally asserted regulatory authority over cryptocurrencies or Digital Assets. The SEC has issued a release stating that, depending on the specific facts and circumstances of the cryptocurrencies or Digital Assets in question, the Digital Asset may fall under securities regulation. The CFTC has declared that cryptocurrencies and Digital Assets are commodities, but currently, only certain kinds of cryptocurrencies may be subject to CFTC jurisdiction. To the extent that any type of cryptocurrency or Digital Asset is determined to be a security, commodity, future or other regulated asset, or to the extent that a U.S. or foreign government or quasi-governmental agency exerts regulatory authority over the cryptocurrencies or Digital Assets, the Fund may be adversely affected.

Cryptocurrencies and Digital Assets currently face an uncertain regulatory landscape in not only the United States but also in many foreign jurisdictions such as the European Union, China, Hong Kong, Japan and Korea. Various foreign jurisdictions may, in the near future, adopt laws, regulations or directives that affect Digital Assets, cryptocurrency networks and their users, particularly cryptocurrency exchanges and service providers that fall within such jurisdictions' regulatory scope. Such laws, regulations or directives may conflict with those of the United States and may negatively impact the acceptance of cryptocurrencies and Digital Assets by users, merchants and service providers outside of the United States and may therefore impede the growth of the cryptocurrency and Digital Assets economy.

The effect of any future regulatory change on the Fund is impossible to predict, but such change could be substantial and adverse.

Legality of Cryptocurrencies and Digital Assets. It may be illegal, now or in the future, to own, hold, sell or use cryptocurrencies or Digital Assets in one or more countries, including the United States. Although currently cryptocurrencies and Digital Assets are not regulated or are lightly regulated in most countries, including the United States, one or more countries may take regulatory actions in the future that severely restricts the right to acquire, own, hold, sell or use cryptocurrencies or Digital Assets or to exchange Digital Assets or cryptocurrencies for fiat currency. Such an action may restrict the Fund's ability to hold or trade cryptocurrencies and Digital Assets, and could result in termination and liquidation of the Fund at a time that is disadvantageous to Members, or may adversely affect an investment in the Fund.

Operational risk. Operational risks are risks relating to losses which the Fund may encounter on grounds of incorrect or insufficient routines, errors caused by humans or systems as well as legal risks. If the direction or control has been insufficient it may adversely affect the Fund's reputation and operating result. As a result, the Fund's operations and financial position is exposed to operational risks.

Investment and Trading Risks

Investment Strategy. The investment strategy and objectives for the Fund have been established as of the date hereof based on existing market conditions and available investment opportunities. There can be no assurance that the Fund will achieve its investment objectives, or that there will be any return on invested capital. Market conditions and available investment opportunities may change significantly throughout the course of an investor's investment in the Fund. The further development and acceptance of cryptocurrency technologies and other digital math-based asset systems, which represent a new and rapidly changing industry, are subject to a variety of factors that are difficult to evaluate. The slowing or stopping of the development or acceptance of such technologies may adversely affect an investment in the Fund.

Cryptocurrencies and Digital Assets. Cryptocurrencies and Digital Assets are loosely regulated and there is no central marketplace for currency exchange. Supply is determined by a computer code, not by a central bank, and prices can be extremely volatile. Cryptocurrency and Digital Assets exchanges have been closed due to fraud, failure or security breaches. Any of the Fund's funds that reside on an exchange that shuts down may be lost.

Several factors may affect the price of cryptocurrencies, including, but not limited to: supply and demand, investors' expectations with respect to the rate of inflation, interest rates, currency exchange rates or future regulatory measures (if any) that restrict the trading of cryptocurrencies/Digital Assets or the use of cryptocurrencies/Digital Assets as a form of payment. There is no assurance that cryptocurrencies and/or Digital Assets will maintain their long-term value in terms of purchasing power in the future, or that acceptance of cryptocurrency/Digital Assets payments by mainstream retail merchants and commercial businesses will grow.

Cryptocurrencies and Digital Assets are created, issued, transmitted, and stored according to protocols run by computers in the cryptocurrency and Digital Assets network. It is possible these protocols have undiscovered flaws which could result in the loss of some or all assets held by the Fund. There may also be network scale attacks against these protocols which result in the loss of some or all of assets held by the Fund. Some assets held by the Fund may be created, issued, or transmitted using experimental cryptography which could have underlying

flaws. Advancements in quantum computing could break the cryptographic rules of protocols which support the assets held by the Fund. The Fund makes no guarantees about the reliability of the cryptography used to create, issue, or transmit assets held by the Fund.

Digital Asset Price Volatility. A principal risk in trading Digital Assets is the rapid fluctuation of their market price. High price volatility undermines Digital Assets' role as a medium of exchange as retailers are much less likely to accept them as a form of payment. The value of a Member's Capital Account balance relates directly to the value of the Digital Assets held in the Fund and fluctuations in the price of Digital Assets could adversely affect the net asset value of the Fund and a Member's Capital Account. There is no guarantee that the Fund will be able to achieve a better than average market price for Digital Assets or will purchase Digital Assets at the most favorable price available. The price of Digital Assets achieved by the Fund may be affected generally by a wide variety of complex and difficult to predict factors such as Digital Asset supply and demand; rewards and transaction fees for the recording of transactions on the blockchain; availability and access to virtual currency service providers (such as payment processors), exchanges, miners or other Digital Asset users and market participants; perceived or actual Digital Asset network or Digital Asset security vulnerability; inflation levels; fiscal policy; interest rates; and political, natural and economic events.

To the extent the public demand for Digital Assets were to decrease, or the Fund was unable to find a willing buyer, the price of Digital Assets could fluctuate rapidly and the Fund may be unable to sell the Digital Assets in its possession or custody. Members will be subject to the risk of price fluctuations of Digital Assets until they are fully withdrawn from the Fund. Further, if the supply of Digital Assets available to the public were to increase or decrease suddenly due to, for example, a change in a Digital Asset's source code, the dissolution of a virtual currency exchange, or seizure of Digital Assets by government authorities, the price of Digital Assets could fluctuate rapidly. Such changes in demand and supply of Digital Assets could adversely affect an investment in the Fund. In addition, governments may intervene, directly and by regulation, in the Digital Asset market, with the specific effect, or intention, of influencing Digital Asset prices and valuation (e.g., releasing previously seized Digital Assets). Similarly, any government action or regulation may indirectly affect the Digital Asset market or Digital Asset network, influencing Digital Asset use or prices.

Currently, there is relatively modest use of Digital Assets in the retail and commercial marketplace compared to its use by speculators, thus contributing to price volatility that could adversely affect an investment in the Fund. If future regulatory actions or policies limit the ability to own or exchange Digital Assets in the retail and commercial marketplace, or use them for payments, or own them generally, the price and demand for Digital Assets may decrease. Such decrease in demand may result in the termination and liquidation of the Fund at a time that may be disadvantageous to the Members, or may adversely affect the Fund's net asset value.

The Fund will compete with direct investments in Digital Assets and other potential financial vehicles backed or linked to Digital Assets. Any change in market and financial conditions, or other conditions beyond the Fund's control, may make investment and speculation in Digital Assets more attractive, which could limit the supply of Digital Assets and increase or decrease liquidity.

Trading on the Digital Assets Networks. The growth and use of virtual currencies generally is subject to a high degree of uncertainty. Indeed, the future of the industry likely depends on several factors, including, but not limited to: (a) economic and regulatory conditions relating to both fiat currencies and virtual currencies; (b) government regulation of the use of and access to virtual currencies; (c) government regulation of virtual currency service providers, administrators or exchanges; and (d) the domestic and global market demand for—and availability of—other forms of virtual currency or payment methods. Any slowing or stopping of the development or acceptance of Digital Assets or a Digital Asset network may adversely affect an investment in the Fund. The Fund will convert U.S. dollar contributions made by Members to Digital Assets over certain networks. The Fund may use certain Digital Assets to purchase other Digital Assets. This process is subject to possible hacking which could result in a theft of the Fund's digital wallets and the loss of the Fund's assets. Customers on Digital Asset exchanges cannot expect to be compensated for such losses.

Liquidity Risks. The Fund will use different marketplaces for investments in order to hedge market risks. The Fund must therefore keep liquid assets in certain marketplaces. Consequently, the Fund is exposed to the risk that any of its counterparties does not fulfill their obligations, which could have an adverse effect on the Fund's business and its financial position if the risk occurs.

Third Party Wallet Providers. The Fund currently holds all of its Digital Assets on digital exchanges, but in the future may elect to use third party wallet providers. In this case, the Fund may have a high concentration of its Digital Assets in one location or with one third party wallet provider, which may be prone to losses arising out of hacking, loss of passwords, compromised access credentials, malware, or cyber-attacks. The Fund is not required to maintain a minimum number of wallet providers to hold the Fund's Digital Assets. The Fund may not do detailed information technology diligence on such third party wallet providers and, as a result, may not be aware of all security vulnerabilities and risks. Certain third party wallet providers may not indemnify the Fund against any losses of Digital Assets. Digital assets held by third parties could be transferred into "cold storage" or "deep storage," in which case there could be a delay in retrieving such Digital Assets. The Fund may also incur costs related to third party storage. Any security breach, incurred cost or loss of Digital Assets associated with the use of a third party wallet provider, may adversely affect an investment in the Fund.

Virtual Currency Exchanges. The virtual currency exchanges on which Digital Assets trade are relatively new and largely unregulated and may therefore be more exposed to theft, fraud and failure than established, regulated exchanges for other products. In general, virtual currency exchanges are currently start-up or early stage businesses with no institutional backing, limited operating history and no publically available financial information. Exchanges generally require cash to be deposited in advance in order to purchase Digital Assets, and no assurance can be given that those deposit funds can be recovered. Additionally, upon the sale of Digital Assets, cash proceeds may not be received from the exchange for several business days. The participation in exchanges requires users to take on credit risk by transferring Digital Assets from a personal account to a third-party's account. The Fund will take credit risk of an exchange every time it transacts.

Virtual currency exchanges may impose daily, weekly, monthly or customer-specific transaction or distribution limits or suspend withdrawals entirely, rendering the exchange

of virtual currency for fiat currency difficult or impossible. Additionally, Digital Asset prices and valuations on virtual currency exchanges have been volatile and subject to influence by many factors, including the levels of liquidity on exchanges and operational interruptions and disruptions. The prices and valuation of Digital Assets remain subject to any volatility experienced by virtual currency exchanges, and any such volatility can adversely affect an investment in the Fund.

Virtual currency exchanges are appealing targets for cybercrime, hackers and malware. It is possible that while engaging in transactions with various Digital Asset exchanges located throughout the world, any such exchange may cease operations due to theft, fraud, security breach, liquidity issues, or government investigation. In addition, banks may refuse to process wire transfers to or from exchanges. Over the past several years, many exchanges have, indeed, closed due to fraud, theft, government or regulatory involvement, failure or security breaches, or banking issues.

Exchanges may even shut down or go offline voluntarily, without any recourse to investors. At this time, there is no U.S. or foreign governmental, regulatory, investigative, or prosecutorial authority or mechanism through which to bring an action or complaint regarding missing or stolen Digital Assets from an exchange. Consequently, an exchange may be unable to replace missing Digital Assets or seek reimbursement for any theft of Digital Assets, adversely affecting investors and an investment in the Fund.

Any financial, security or operational difficulties experienced by such exchanges may result in an inability of the Fund to recover money or Digital Assets being held by the exchange, or to pay investors upon withdrawal. Further, the Fund may be unable to recover Digital Assets awaiting transmission into or out of the Fund, all of which could adversely affect an investment in the Fund. Additionally, to the extent that the Digital Asset exchanges representing a substantial portion of the volume in Digital Asset trading are involved in fraud or experience security failures or other operational issues, such Digital Asset exchanges' failures may result in loss or less favorable prices of Digital Assets, or may adversely affect the Fund, its operations and investments, or the Members.

Reliance on Virtual Currency Service Providers. Due to audit and operational needs, there will be individuals who have information regarding the Fund's security measures. Any of those individuals may purposely or inadvertently leak such information. Further, several companies and financial institutions (including banks) provide support to the Fund related to the buying, selling, and storing of virtual currency. To the extent service providers no longer support the Fund or cannot be replaced, an investment in the Fund may be adversely affected.

Risk of Loss of Private Key. Digital assets are controllable only by the possessor of unique private keys relating to the addresses in which the Digital Assets are held. The theft, loss or destructions of a private key required to access a Digital Asset is irreversible, and such private keys would not capable of being restored by the Fund. Any loss of private keys relating to digital wallets used to store the Fund's Digital Assets could result in the loss of the Digital Assets and a Member could incur substantial, or even total, loss of capital. Further, Digital Assets are typically transferred digitally, through electronic media not controlled or regulated by any entity. To the extent a Digital Asset transfers erroneously to the wrong destination, the Fund may be unable to recover the Digital Asset or its value. Such loss could adversely affect an investment in the Fund.

Stolen or Incorrectly Transferred Digital Assets May be Irretrievable. Just as the blockchain (or similar technologies) creates a permanent, public record of Digital Asset transactions, it also creates an irrevocable one. Transactions that have been verified, and thus recorded as a block on the blockchain (or similar technologies), generally cannot be undone. Even if the transaction turns out to have been in error, or due to theft of a user's Digital Assets, the transaction is not reversible. Once a transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of Digital Assets or a theft of Digital Assets generally will not be reversible and the Fund may not be capable of seeking compensation for any such transfer or theft. It is possible that, through computer or human error, or through theft or criminal action, the Fund's Digital Assets could be transferred in incorrect amounts or to unauthorized third parties. To the extent that the Fund is unable to seek a corrective transaction with such third party or is incapable of identifying the third party which has received the Fund's Digital Assets through error or theft, the Fund will be unable to revert or otherwise recover incorrectly transferred Digital Assets. At this time, there is no U.S. or foreign governmental, regulatory, investigative, or prosecutorial authority or mechanism through which to bring an action or complaint regarding missing or stolen Digital Assets. To the extent that the Fund is unable to seek redress for such action, error or theft, such loss could adversely affect an investment in the Fund.

Technology and Security. As technological change occurs, the security threats to the Fund's Digital Assets will likely adapt and previously unknown threats may emerge. Furthermore, the Managing Member believes that the Fund may become a more appealing target of security threats as the size of the Fund's assets grows. To the extent that the Fund is unable to identify and mitigate or stop new security threats, the Fund's Digital Assets may be subject to theft, loss, destruction or other attack, which could have a negative impact on the performance of the Fund or result in loss of the Fund's assets.

Risk to Cryptocurrency and Digital Assets Networks from Malicious Actors. If a malicious actor or botnet (a volunteer or hacked collection of computers controlled by networked software coordinating the actions of the computers) obtains a majority of the processing power dedicated to mining on certain cryptocurrency and Digital Assets networks, it may be able to alter the blockchain on which the cryptocurrency and/or Digital Assets transaction relies on by constructing alternate blocks if it is able to solve for such blocks faster than the remainder of the miners on the cryptocurrency and/or Digital Assets network can add valid blocks. In such alternate blocks, the malicious actor or botnet could control, exclude or modify the ordering of transactions, though it could not generate new cryptocurrency and Digital Assets or transactions using such control. Using alternate blocks, the malicious actor could double spend its own cryptocurrency and/or Digital Assets and prevent the confirmation of other users' transactions for so long as it maintains control. To the extent that such malicious actor or botnet does not yield its majority control of the processing power on various cryptocurrency and Digital Assets networks or the cryptocurrency and Digital Assets community does not reject the fraudulent blocks as malicious, reversing any changes made to the blockchain may not be possible. Such changes could adversely affect an investment in the Fund or the ability of the Fund to transact.

Cybersecurity Risk. As part of its business, the Managing Member processes, stores and transmits large amounts of electronic information, including information relating to the transactions of the Fund and personally identifiable information of the Members. Similarly, service providers of the Managing Member or the Fund may process, store and transmit such information.

The Managing Member has procedures and systems in place that it believes are reasonably designed to protect such information and prevent data loss and security breaches. However, such measures cannot provide absolute security. The techniques used to obtain unauthorized access to data, disable or degrade service, or sabotage systems change frequently and may be difficult to detect for long periods of time. Hardware or software acquired from third parties may contain defects in design or manufacture or other problems that could unexpectedly compromise information security. Network connected services provided by third parties to the Managing Member may be susceptible to compromise, leading to a breach of the Managing Member's network. The Managing Member's systems or facilities may be susceptible to employee error or malfeasance, government surveillance, or other security threats. Online services provided by the Managing Member to the Members may also be susceptible to compromise. Breach of the Managing Member's information systems may cause information relating to the transactions of the Fund and personally identifiable information of the Members to be lost or improperly accessed, used or disclosed.

The service providers of the Managing Member and the Fund are subject to the same electronic information security threats as the Managing Member. If a service provider fails to adopt or adhere to adequate data security policies, or in the event of a breach of its networks, information relating to the transactions of the Fund and personally identifiable information of the Members may be lost or improperly accessed, used or disclosed.

The loss or improper access, use or disclosure of the Managing Member's or the Fund's proprietary information may cause the Managing Member or the Fund to suffer, among other things, financial loss, the disruption of its business, liability to third parties, regulatory intervention or reputational damage. Any of the foregoing events could have a material adverse effect on the Fund and the Members' investments therein.

Other Risks

Indemnification of Certain Persons. The LLC Agreement will contain broad indemnification and exculpation provisions that limit the right of a Member to maintain an action against the Managing Member to recover losses or costs incurred by the Fund as a result of such person's actions or failures to act.

Possible Adverse Tax Consequences. The Fund will be classified as a partnership for U.S. federal income tax purposes, and not as an association taxable as a corporation. No representation or warranty of any kind is made with respect to the tax consequences of an investment in the Fund, or the allocation of taxable income or loss, as provided in the LLC Agreement. Potential investors are advised to consult their own tax advisors with respect to the tax consequences to them of an investment in the Fund.

In addition, many significant aspects of the U.S. federal income tax treatment of virtual currencies and other virtual assets, such as the Digital Assets, are uncertain, and the Fund does not intend to request a ruling from the U.S. Internal Revenue Service (the "IRS") on these issues. On March 25, 2014, the IRS released Notice 2014-21 (the "Notice"), which discusses certain aspects of the treatment of virtual currencies, such as Bitcoins, for U.S. federal income tax purposes. In the Notice, the IRS stated that, for U.S. federal income tax purposes, (i) Bitcoins are "property" that is not currency and (ii) Bitcoins may be held as capital assets. Accordingly, in the

United States, certain transactions in virtual currency are taxable events and subject to information reporting to the IRS to the same extent as any other payment made in property.

The U.S. Department of Treasury and the IRS may publish future guidance that provides for adverse tax consequences to the Fund and Members with respect to the Fund's investments in the Digital Assets. U.S. federal income tax laws and regulations change on an ongoing basis, and that they may be changed with retroactive effect. Moreover, the interpretation and application of tax laws and regulations by certain tax authorities may not be clear, consistent or transparent. As a result, the U.S. federal tax consequences of investing in the Digital Assets are uncertain.

Additionally, application of tax laws and regulations may result in increased, ongoing costs, or accounting related expenses, adversely affecting an investment in Digital Assets by the Fund. Also, outside the United States, the tax rules applicable to virtual assets are uncertain. Accordingly, the costs or tax consequences to the Fund or a Member could differ from such Member's expectations. See "**Certain U.S. Federal Income Tax Considerations**" below.

The foregoing list of risk factors does not purport to be a complete explanation of the risks involved in an investment in the Fund. Prospective Members should read this entire Memorandum and consult with their own accountants, lawyers and other advisers before deciding to invest in the Fund. In addition, as the investment program of the Fund develops and changes over time, an investment in the Fund may be subject to additional and different risk factors. No assurance can be made that profits will be achieved or that substantial losses will not be incurred.

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THE FOREGOING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE ENUMERATION OR EXPLANATION OF THE RISKS INVOLVED IN THIS OFFERING. PROSPECTIVE INVESTORS SHOULD READ THE ENTIRE MEMORANDUM AND THE LLC AGREEMENT AND CONSULT WITH THEIR OWN ADVISORS BEFORE DECIDING WHETHER TO INVEST IN THE FUND.

POTENTIAL CONFLICTS OF INTEREST

In addition to managing the Fund, the Managing Member and its affiliates currently manage a number of other funds (together with the Fund, the "Galaxy 100 Funds"), some of which have investment programs that are similar or substantially similar to the investment program of the Fund. In addition, the Managing Member and its affiliates may in the future establish, sponsor and become affiliated with other pooled investment vehicles and companies that have investment programs that are similar or substantially similar to the investment program of the Fund or that may engage in the same or similar businesses as the Fund using the same or similar investment and/or business strategies. The Managing Member and its affiliates may make investments in securities and other financial instruments for their own accounts, which investments may be similar to or different from those made by the Fund and may become affiliated with other entities in the securities industry. In addition, an affiliate of the Managing Member operates a consulting business which provides consulting and trading services to the cryptocurrency community.

The Managing Member will devote so much of its time and will allocate the time and resources of its operations team to the affairs of the Fund as in its judgment the conduct of the Fund's business reasonably requires, and the Managing Member will not be obligated to do or perform any act or thing in connection with the business of the Fund not expressly set forth in the LLC Agreement. Generally, the Managing Member and its affiliates may exercise investment responsibility on behalf of, or directly or indirectly purchase, sell, hold or otherwise deal with any portfolio investment for the account of other businesses and other clients. No Member will, by reason of being a Member in the Fund, have any right to participate in any manner in any profits or income earned or derived by or accruing to the Managing Member or its affiliates from the conduct of any business, other than the business of the Fund, or from any transaction in portfolio investments effected by the Managing Member or its affiliates other than that of the Fund.

In addition to the foregoing, it should be noted that the Management Fee and the Incentive Allocation were not set by arm's length negotiations.

Pursuant to tax legislation formerly known as the Tax Cuts and Jobs Act (the "Act"), which was signed into law by President Trump on December 22, 2017, in order for the Managing Member (or its direct or indirect equity holders) to benefit from certain favorable rates applicable to long-term capital gains with regard to its Incentive Allocation, the holding period for an underlying asset must be more than three years. In contrast, a Member who is a non-corporate United States person will be eligible for long-term capital gains rates if the holding period in any such asset is more than one year. The Act may create an incentive for the Managing Member to hold investments on behalf of the Fund for longer that it would otherwise hold them in the absence of such new rule applicable to the Managing Member.

SUMMARY OF CERTAIN FUND TERMS

This Memorandum contains a summary of certain of the more significant provisions of the LLC Agreement. The following description is a summary only and is qualified in its entirety by reference to the LLC Agreement, which must be read by each prospective investor prior to making an investment in the Fund.

Management and Control

The Managing Member shall have full authority to perform all acts required to carry out the activities and objectives of the Fund, except as may otherwise be set forth in the LLC Agreement. The Members shall have only the powers specifically enumerated in the LLC Agreement and shall take no part in the management or control of the Fund business, shall transact no business for the Fund and shall have no power to act for, to bind or to obligate the Fund.

Admission of Members

Investors in the Fund shall be admitted as Members, with the rights and obligations set forth in the LLC Agreement, as it may be amended from time to time. The Fund may admit new Members and accept investments from existing Members on the first day of each calendar month, or at such other times as the Managing Member, in its sole discretion, may determine.

Additional Classes or Series

Subject to the express terms of the LLC Agreement, the Fund, in the Managing Member's sole discretion, may establish additional classes or series of Membership Interests (each class of Membership Interests of the Fund, a "Class of Interests") and enter into side letter agreements ("Side Letter Agreements") that provide for different or additional terms than those of the Membership Interests offered pursuant to this Memorandum, including by way of example, different Management Fee rates, Incentive Allocation rates, information rights, and withdrawal rights. The Fund may establish new Classes of Interests and enter into Side Letter Agreements without providing notice to, or receiving consent from, the Members. The Managing Member may, in its sole discretion, determine the terms of such Classes of Interests and Side Letter Agreements. The Managing Member anticipates creating separate series of Class E Membership Interests to facilitate subscriptions in BTC, ETH, or other cryptocurrencies.

Fees and Expenses

The Fund shall bear the fees and expenses set forth above under the heading "EXPENSES; MANAGEMENT FEE."

Allocations

Allocations of profits and losses shall be made as set forth above under the heading "INCENTIVE ALLOCATIONS; ALLOCATIONS OF PROFITS AND LOSSES."

Withdrawals; Distributions

Withdrawals from the Fund may be made as set forth above under the heading "WITHDRAWALS; DISTRIBUTIONS."

Discretionary Distributions (other than in connection with the payment of withdrawal proceeds) are not anticipated, but may be made as set forth above under the heading "WITHDRAWALS; DISTRIBUTIONS - Distributions."

Term; Liquidation

The term of the Fund shall continue until the earliest to occur of (i) the election of the Managing Member, in its sole discretion, to commence liquidation and winding-up of the Fund; or (ii) the occurrence of any event that would make unlawful its continued existence. Upon a determination to dissolve the Fund, withdrawal requests and distributions in respect of pending withdrawals may be terminated.

Upon the expiration or termination of its term as set forth above, the Fund shall use reasonable efforts to effect an orderly liquidation of the Fund's remaining assets. The Fund, when effecting its liquidation, shall first provide for the satisfaction of its creditors and for the establishment and/or maintenance of appropriate reserves to the extent available, and then shall distribute any remaining balance of its assets to the Members.

In the reasonable discretion of the Managing Member, and subject to applicable law, a portion of the distributions that would otherwise be made to the Managing Member and the Members upon liquidation and dissolution of the Fund may be (x) distributed to a trust established for the benefit of the Members for purposes of liquidating Fund assets (including Fund investments), collecting amounts owed to the Fund, and paying any liabilities or obligations of the Fund or the Managing Member arising out of the Fund's affairs; provided that the assets of any such trust shall be distributed to the Members from time to time in the reasonable discretion of the liquidator in the same proportions as the amount distributed to such trust by the Fund would otherwise have been distributed to the Members; or (y) withheld, with respect to any Member, to establish or maintain a reserve for the payment of such Member's share of future Fund expenses or liabilities (whether or not contingent); provided that, such withheld amounts shall be distributed to the Members to the extent that the liquidator, in its reasonable discretion, determines that it is no longer necessary to retain such amounts.

Transfers

Membership Interests in the Fund generally may not be sold, assigned, pledged, or otherwise transferred without the prior written consent of the Managing Member, which consent may be granted or withheld, in the Managing Member's sole discretion. No trading market for the Membership Interests exists or is expected to develop.

Exculpation and Indemnification

Except as required by applicable law, no Indemnitee will be liable to the Fund or any Member for any act or omission by any such person in the absence of Disabling Conduct, or for losses due to the negligence of brokers or other agents of the Fund. The Fund will indemnify each Indemnitee against any loss, damage, or expense incurred by any such person on behalf of or in connection with the affairs of the Fund, except to the extent arising out of any such person's Disabling Conduct. "Disabling Conduct" means (i) fraud, gross negligence, material breach of the LLC Agreement, or willful malfeasance by or of any such person; and (ii) any action taken in bad faith by any such person in the conduct of such person's office.

The Managing Member may, but shall not be required to, cause the Fund to purchase and maintain insurance coverage (including without limitation directors and officers insurance, if any) reasonably satisfactory to the Managing Member that provides the Fund with coverage with respect to losses, claims, damages, liabilities and expenses that would otherwise be Indemnification Obligations. The fees and expenses incurred in connection with obtaining and maintaining any such insurance policy or policies, including any commissions and premiums, shall be Fund expenses.

Amendments; Other Agreements

The LLC Agreement may be amended with the written consent of the Managing Member and a majority in interest of the Members, provided that (i) without the consent of all Members, no amendment shall amend the amendments section of the LLC Agreement; (ii) no amendment may change the requisite percentage-in-interest of Members needed to give any consent or approval under the LLC Agreement without the written consent of at least such requisite percentage; and (iii) no amendment shall reduce the capital account of any Member without the written consent of such Member. Notwithstanding the foregoing, any provision of the LLC Agreement may be amended by written instrument executed by the Managing Member and without the consent of the Members in order to: (a) reflect changes in the Members of the Fund and the capital contributions by any Member; (b) admit one or more additional Members, or remove one or more Members, in accordance with the terms of the LLC Agreement; (c) make changes to ensure that the Fund shall not be treated as an association taxable as a corporation or a "publicly traded partnership" for U.S. federal income tax purposes; (d) ensure that the Incentive Allocation and Management Fees conform to any applicable requirements of law (whether a requirement of the SEC or another regulatory authority, or otherwise); (e) cure any manifest errors or ambiguity in the terms of the LLC Agreement, including amendments to correct typographical errors, eliminate ambiguities or make other changes that the Managing Member determines in good faith not to be adverse to the Members; (f) ensure that the Fund's tax allocations comply with certain tax requirements; (g) prevent the Fund from becoming an investment company required to be registered under the Company Act; (h) add to the representations, duties, or obligations of the Managing Member, or surrender any right or power (but not responsibilities) granted to the Managing Member in the LLC Agreement; (i) make any changes required by any governmental body or agency or to comply with any applicable requirements of law that are deemed by the Managing Member to be for the benefit or protection of the Members; and (j) make any other amendments that would not, in the reasonable discretion of the Managing Member, be materially adverse to the Members.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain aspects of the U.S. federal income taxation of the Fund and its Members that should be considered by a prospective purchaser of a Membership Interest, and is based upon the Code, regulations promulgated under the Code ("Treasury Regulations"), court decisions, and administrative rules, practices, and interpretations of law of the IRS as in effect on the date of this Memorandum. Future legislative or administrative changes or court decisions may significantly change the conclusions expressed herein, and any such changes or decisions may have a retroactive effect.

Except as specifically discussed below, this summary describes the general U.S. federal income tax considerations applicable to Members that are not exempt from U.S. federal income tax under the Code and are for U.S. federal income tax purposes any of (i) a citizen or resident of the United States; (ii) a corporation or other entity taxable as a corporation organized under the laws of the United States or any state thereof; (iii) an estate whose income is subject to U.S. federal income tax regardless of its source; (iv) a trust if a court within the United States can exercise primary supervision over the trust's administration and one or more United States persons are authorized to control all substantial decisions of the trust or the trust has a valid election in effect to be treated as "United States person"; or (v) an entity that is disregarded as separate from its owner for U.S. federal income tax purposes if all of its interests are owned by a single person described in clauses (i) through (iv) ("U.S. Members"). PROSPECTIVE MEMBERS WHO ARE U.S. TAX-EXEMPT OR A NON-U.S. PERSONS SHOULD CONSULT THEIR OWN TAX ADVISOR REGARDING THE APPROPRIATENESS OF AND TAX CONSEQUENCES TO, INVESTING IN THE FUND.

This summary does not purport to deal with all aspects of U.S. federal income taxation that may affect Members, particularly in light of their specific circumstances, nor does it address Members that may be subject to special treatment under the U.S. federal income tax laws, such as banks or other financial institutions, insurance companies, government instrumentalities or agencies, tax-exempt entities (other than to the limited extent specifically described below), "controlled foreign corporations" or "passive foreign investment companies" (as such terms are defined under the Code) or their shareholders, pass-through entities (e.g., grantor trusts, partnerships and Subchapter S corporations) and their owners, part-year non-resident aliens, U.S. expatriates or former U.S. citizens or long term residents, individual retirement accounts, U.S. Members whose functional currency is not the U.S. dollar, U.S. Members subject to the alternative minimum tax, or persons holding Membership Interests other than as a capital asset.

This summary does not address any consequences relating to U.S. federal non-income taxes (e.g., estate and gift tax) or all consequences relating to U.S. state or local taxes, non-U.S. taxes, or tax treaty considerations. Furthermore, this discussion does not address the tax consequences to a shareholder, beneficiary or other owner of a U.S. Member. This discussion also does not address the tax treatment of transactions not currently within the investment guidelines of the Fund as set forth in this Memorandum.

The U.S. tax characterization of the Digital Assets is uncertain and a prospective Member should seek its own tax advice in connection with an indirect investment in Digital Assets. An indirect investment in the Digital Assets may result in adverse U.S. tax consequences to

prospective Members, including withholding taxes, income taxes and tax reporting requirements. The income of the Fund may be subject to significant amounts of income and/or withholding taxes. In addition, the Digital Assets may be subject to changes in U.S. and non-U.S. tax laws, tax proposals, other governmental policies or regulations and governmental, administrative or judicial interpretation of the same. There can be no assurance that tax laws, tax proposals, policies, or regulations, or the interpretation thereof, will not change in a manner which will fundamentally alter the U.S. tax consequences to prospective Members treated as indirectly acquiring, holding, or disposing of Digital Assets. Any prospective Member considering an investment in the Fund should be aware of such risks and should consult with its own legal, tax, and financial advisors prior to making an investment in the Fund.

No representation is made, and no opinion of legal counsel is being obtained, as to the tax consequences of the operations of the Fund. Moreover, the Fund generally will not be managed in order to minimize the tax liability of Members or otherwise in light of the particular tax status of one or more Members. The Fund has not sought and will not seek a ruling from the IRS with respect to any U.S. federal income tax consequences, and counsel's views on any such consequences are not binding on the IRS or the courts. Terms in quotes not otherwise defined herein have the meaning ascribed to them under the Code and the Treasury Regulations.

For U.S. federal income tax purposes, income earned through an entity treated as a partnership or other pass-through entity for U.S. federal income tax purposes is attributed to its partners or owners. Accordingly, if a partnership or other pass-through entity invests in the Fund, the U.S. federal income tax treatment of a partner or owner of such entity generally will depend on the status of the partner or other owners and the activities of the Fund or other pass-through entity that invests in the Fund. Tax consequences to partners or owners of a partnership or other pass-through entity that is a Member in the Fund are not discussed in this summary and such prospective Members should consult their own tax advisors in order to understand fully the U.S. federal, state, local, non-U.S. tax and tax treaty consequences of an investment with respect to the prospective Member's particular situation.

The Act makes major changes to many areas of the Code, and this summary does not address all such changes. In addition, there is substantial uncertainty regarding the application of certain provisions of the Act to the Fund and prospective Members. The Act, and future administrative guidance interpreting provisions of the Act, may change the anticipated U.S. federal income tax treatment of an investment in the Fund, and such changes could be adverse. Prospective Members should consult their own tax advisors regarding the Act and other potential changes in tax laws.

Each prospective Member should seek advice from an independent tax advisor based on the prospective Member's particular situation.

Partnership Status

The Fund intends to be classified as a partnership for U.S. federal income tax purposes.

A publicly traded partnership ("PTP") generally is treated as a corporation for U.S. federal income tax purposes. If the Fund were treated as a PTP taxable as a corporation, the

Members would not be treated as partners for U.S. federal income tax purposes, and income or loss of the Fund would not be passed through to the Members. Instead, the Membership Interests of the Members in the Fund would be treated as ownership of stock of a U.S. corporation. Thus, the Fund would be treated as a U.S. corporation in which the Members owned stock and the Fund would be subject to U.S. federal income tax on its income at the rates applicable to corporations (21%), and distributions made by the Fund to the Members could be taxable to them as dividends (to the extent of current and accumulated earnings and profits) or capital gains. Accordingly, status of the Fund as a PTP taxable as a corporation could materially reduce the after-tax return to a Member from its investment in the Fund.

A partnership will be considered a PTP if interests in the Fund are "traded on an established securities market" or "readily tradable on a secondary market (or the substantial equivalent thereof)." Redemptions or transfers of Membership Interests in the Fund by Members could cause such Membership Interests to be considered "readily tradable on a secondary market (or the substantial equivalent thereof)." However, the Managing Member does not anticipate that the Fund will be classified as a PTP because it expects to satisfy the requirements of the so-called "private placement" safe harbor for avoiding such classification. To the extent that such exception is not available, the Fund also may rely upon other safe harbors from PTP status provided under Treasury Regulations to the extent available. However, the continued availability of the private placement safe harbor and other safe harbors cannot be known at present, and there is no assurance that the Fund would qualify under any such safe harbors.

Even if no such safe harbor is available, the Fund may be able to avoid taxation as a corporation if at least 90% of its gross income for the current and each previous taxable year consists of "qualifying income," including interest, dividends and gains from the sale or disposition of stocks and securities held as capital assets. In general, the income that the Fund receives from its investments is expected to constitute "qualifying income." However, there can be no assurance that the Fund will satisfy the 90% qualifying income test in any particular year. The remainder of this summary assumes that the Fund will be classified as a partnership (and not a PTP taxable as a corporation) for U.S. federal income tax purposes.

Uncertain U.S. Federal Income Tax Treatment of Digital Assets

Many significant aspects of the U.S. federal income tax treatment of virtual currencies and other virtual assets, such as the Digital Assets, are uncertain, and the Fund does not intend to request a ruling from the IRS on these issues. On March 25, 2014, the IRS released the Notice, which discusses certain aspects of the treatment of virtual currencies, such as Bitcoins, for U.S. federal income tax purposes. In the Notice, the IRS stated that, for U.S. federal income tax purposes, (i) Bitcoins are "property" that is not currency and (ii) Bitcoins may be held as capital assets. There can be no assurance, however, that the IRS will not alter its position with respect to Bitcoins and other virtual currencies, such as the Digital Assets, in the future or that a court would uphold the treatment set forth in the Notice. If the Digital Assets were properly treated as currency for U.S. federal income tax purposes, gain recognized on the disposition of the Digital Assets would constitute ordinary income, and losses recognized on the disposition of the Digital Assets could be subject to special reporting requirements applicable to "reportable transactions." The remainder of this discussion assumes that the Digital Assets are properly treated for U.S. federal income tax purposes as capital assets held for investment that is not currency and, thus, generally subject to the same U.S. tax treatment as certain securities that the Fund intends to acquire for

investment. The IRS may disagree with such assumption and the discussion herein, and its determination may be upheld by a court. Prospective Members are strongly urged to consult their own tax advisors regarding the substantial uncertainty regarding the U.S. tax consequences of indirectly acquiring, holding, and disposing the Digital Assets.

Taxation of U.S. Members

Each U.S. Member will be liable for taxes on its allocable share of Fund income regardless of whether the Fund has made any distributions to the Members. Because the Fund does not expect to make any distributions, a U.S. Member's income tax liability in any particular fiscal year attributable to Fund income will likely exceed the cash distributed to the Member by the Fund.

Upon any partial or complete withdrawal of the Membership Interest of a U.S. Member in the Fund, the Fund may specially allocate separate Fund items of income, gain, loss, and deduction to a withdrawing U.S. Member to the extent necessary for the withdrawing U.S. Member to have an adjusted tax basis in its Membership Interest equal to the withdrawal payment. In accordance with the provisions of the LLC Agreement, this will commonly be done by allocating income, gains, or losses to U.S. Members withdrawing all or a part of their investments in the Fund. The Managing Member generally retains sole discretion in determining the character of any such items that are specially allocated to a particular withdrawing U.S. Member. Although the Managing Member believes that it is appropriate to report these special allocations for U.S. federal income tax purposes, there are no assurances that such allocations could not be successfully challenged.

To the extent that these special allocations are not made, or are made but successfully challenged, for U.S. federal income tax purposes, the U.S. Member would not have an adjusted tax basis in its Membership Interest equal to the withdrawal payment. In that case, cash paid as part of a withdrawal to a U.S. Member in excess of the adjusted tax basis of its Membership Interest will be treated as an amount received on the sale or exchange of its Membership Interest and generally will be taxable as capital gain. Further, in that case, a U.S. Member may not recognize a loss upon a partial withdrawal of its Membership Interest or partial withdrawal of its capital account, and may recognize a loss only upon a complete withdrawal or the redemption or termination of its entire interest in the Fund after the U.S. Member has received all distributions and payments in respect of such complete withdrawal, redemption, or termination. In such case, the Member generally would recognize a capital loss to the extent of any remaining tax basis in its Membership Interest. Any capital gain or loss so recognized by a U.S. Member upon withdrawal (or upon a distribution, redemption, termination, or other disposition) of Membership Interests generally would be long-term capital gain or loss to the extent of the portion of the Member's Membership Interests that are held for more than twelve months, and short-term capital gain or loss to the extent of the portion of the Member's Membership Interests that are held for twelve months or less. For this purpose, a Member would begin a new holding period in a portion of its Membership Interests each time it makes an additional investment in the Fund.

Finally, in such case, where the Fund makes a distribution that constitutes a "substantial basis reduction" distribution (e.g., the complete withdrawal of a Member's Membership Interests, where the Member recognizes a tax loss in excess of $250,000), the Fund generally is required to adjust its tax basis in its assets in respect of all Members. (The Fund also is required to adjust its tax basis in its assets in respect of a transferee Member in the case of a sale

or exchange of a Membership Interest, or a transfer upon death, when there exists "substantial built-in loss" (i.e., in excess of $250,000) in respect of Fund property immediately after the transfer or when the transferee partner would be allocated a loss of more than $250,000 if the Fund assets were sold for cash equal to their fair market value immediately after such transfer.) For this reason, the Fund will require (i) a Member who receives a distribution from the Fund in connection with a complete withdrawal, (ii) a transferee of a Membership Interest (including a transferee in case of death), and (iii) any other Member in appropriate circumstances to provide the Fund with information regarding its adjusted tax basis in its Membership Interest.

An in-kind distribution of property other than cash generally will not result in taxable income or loss to any Member. For purposes of the foregoing, a distribution of "marketable securities" is treated as a distribution of cash, unless treated as a distribution of marketable securities by an "investment partnership" to an "eligible" partner. The investment partnership exception generally may apply to distributions from the Fund to a Member, although no assurances may be given that such will be the case.

Gain or Loss on Securities; Dividends

Generally, most of the gains and losses realized by the Fund on the sale of securities (and Digital Assets) should be capital gains or losses, except to the extent noted below in "Controlled Foreign Corporations" and "Passive Foreign Investment Companies." Generally, securities (and Digital Assets) must be held for more than twelve months for the gain from the sale of the securities to qualify as long-term capital gains. Gains or losses on sales of securities (and Digital Assets) that are held for twelve months or less are treated as short-term gains or losses and are taxed at ordinary income rates. Subject to the discussion below regarding the "net investment income tax," the maximum income tax rate for non-corporate U.S. Members on long-term capital gains (i.e., from capital assets held more than a year and 60% of the gain on Section 1256 Contracts) is 20%. The maximum income tax rate for non-corporate U.S. Members on ordinary income is 37%.

The Fund also may realize other income, including income from dividends. Currently, there is a 20% maximum income tax rate for U.S. Members that are individuals, estates, or trusts on dividend income that constitutes "qualified dividend income." Dividends are treated as qualified dividend income if the taxpayer meets certain holding period requirements with respect to the shares on which dividends are paid and, in the case of dividends paid by a foreign corporation, the corporation is not a PFIC (as described below) and either (i) the foreign corporation is eligible for the benefits of a comprehensive income tax treaty with the U.S. that the IRS has determined to be satisfactory for this purpose and that includes an exchange of information program or (ii) shares of the foreign corporation are readily tradable on an established securities market in the U.S. (other than with respect to certain non-"qualified foreign corporations"). Qualified dividend income does not include payments "in lieu of" dividends received from stock lending transactions or dividends received on stock to the extent the taxpayer is obligated to make related payments with respect to substantially similar or related property. To the extent a distribution with respect to stock exceeds the distributing corporation's current or accumulated earnings and profits, the distribution will be treated as a return of capital and will reduce the basis in such stock, thus increasing the gain (or decreasing the loss) which may be realized on a sale, redemption or exchange of such stock. To the extent such distributions exceed the basis in the stock, such excess will be taxed as capital gain. Generally, a distribution paid in stock of the

distributing corporation with respect to common stock does not result in the recognition of gross income by the recipient.

In the case of corporate U.S. Members, there is currently a 21% maximum income tax rate on all capital gains and ordinary income

Net Investment Income Tax

In addition to the taxes described above, Code Section 1411 imposes a "net investment income tax" ("NIIT") of 3.8% on the lesser of "net investment income" or the excess of modified adjusted gross income of certain individuals, trusts, and estates for a taxable year over a threshold amount (i.e., $250,000 for married taxpayers filing jointly, $125,000 for each married taxpayer filing separately, and $200,000 for other individual taxpayers). In the case of an estate or trust, the tax will be imposed on the lesser of (1) undistributed net investment income or (2) the excess adjusted gross income over the dollar amount at which the highest income tax bracket applicable to an estate or trust begins. Among other items, "net investment income generally includes gross income from interest, dividends that are not derived in the ordinary course of a trade or business and certain net gains, as well as all gross income derived from a trade or business of trading in financial instruments (which may be offset by losses from trading) and may be offset by certain allocable deductions. Excess losses from such trading (where an effective Code Section 475 election has been made) are permitted to offset income from other categories of net investment income.

It is anticipated that a U.S. Member's allocable share of the Fund's gross income and/or net gain (whether or not the Fund is engaged in the trade or business of trading in financial instruments), as well as any net gain from the redemption or sale of a Membership Interest in the Fund, generally will be included in the U.S. Member's "net investment income" subject to this 3.8% surtax. Prospective U.S. Members should consult their own tax advisors concerning the possible implications of the NIIT based on their particular circumstances.

Limitations on the Ability of U.S. Members to Deduct Fund Losses and Expenses

The Code provides many restrictions and limitations that may prevent a U.S. Member from receiving the full tax benefit from Fund expenses and losses, if any, passed through to the U.S. Members. These restrictions and limitations include the following:

"At Risk"/Tax Basis of Membership Interests. A U.S. Member will be entitled to deduct its share of Fund taxable losses only to the extent such taxable losses do not exceed the adjusted tax basis of such U.S. Member's Membership Interests as of the end of the Fund taxable year in which such loss occurs. Further, with respect to a U.S. Member who is an individual, trust, estate, or a closely held C corporation, such U.S. Member's share of Fund taxable losses that are passed through to it will be deductible on such U.S. Member's income tax return only to the extent such U.S. Member's tax basis in its Membership Interests as of the end of the Fund's taxable year in which such loss occurs is considered to be "at risk." For this purpose, a U.S. Member's "at risk" amount will not include certain types of non-recourse borrowing that the U.S. Member uses to finance its Membership Interest.

Capital Losses/ Loss Carryovers. The excess of a noncorporate U.S. Member's capital loss over

capital gain in any year is deductible only against ordinary income up to $3,000. Net capital losses that exceed this limitation may be carried forward to subsequent years and deducted against capital gains in those years plus $3,000 of ordinary income. A noncorporate U.S. Member generally may not carry back net capital losses to previous taxable years. However, under a special rule, an individual U.S. Member's net losses from Section 1256 Contracts generally may be carried back up to three years to offset net gains from Section 1256 Contracts realized in such previous years. Corporations are allowed to use capital losses to offset in full capital gains but are not allowed to use capital losses to offset ordinary income. A corporate U.S. Member's net capital loss in any year generally may be carried back to each of the three taxable years preceding the loss year and carried forward to each of the five taxable years succeeding the loss year. As a result of these limitations, a U.S. Member's share of net capital losses of the Fund, if any, usually will not materially reduce (if at all) the amount of such U.S. Member's U.S. federal income tax on ordinary income.

Deduction of Fees. The Code provides that, for noncorporate taxpayers who itemize deductions when computing taxable income, investment advisory fees and other "miscellaneous itemized deductions" will not be deductible for any taxable year beginning after December 31, 2017 and before January 1, 2026 and will be deductible thereafter only to the extent such deductions exceed 2% of such taxpayer's adjusted gross income. In addition, with respect to any taxable year beginning after December 31, 2025, if a non-corporate taxpayer's adjusted gross income exceeds a threshold amount (adjusted for inflation each year), the amount of certain itemized deductions otherwise allowable are further reduced by the lesser of (i) 3% of the non-corporate taxpayer's adjusted gross income in excess of a threshold amount that is increased annually to account for inflation or (ii) 80% of the amount of the itemized deductions otherwise allowable during the taxable year. Moreover, "miscellaneous itemized deductions" are not deductible by a noncorporate taxpayer in calculating its alternative minimum tax.

The Fund will determine, based on the activities of the Fund, whether it will report a noncorporate U.S. Member's allocable share of Management Fees and other operating expenses of the Fund as trade or business expenses, or as investment expenses, which would not be deductible for any taxable year beginning after December 31, 2017 and before January 1, 2026 and would be deductible thereafter only to the extent that such share, together with the U.S. Member's other miscellaneous itemized deductions, exceeds 2% of its adjusted gross income. Whether a U.S. Member's allocable share of Management Fees and other operating expenses constitutes a trade or business expense or an investment expense may turn on whether such fees and expenses are incurred at the level of the Fund. This limitation may result in a noncorporate U.S. Members having to report taxable income in excess of its economic profits from the Fund.

Investment Interest Expense. A noncorporate U.S. Member's allocable share of interest expense and deductions in connection with a short sale incurred by the Fund and interest incurred by a noncorporate U.S. Member to acquire or carry its Membership Interest likely will be investment interest, deductible only to the extent of the net investment income of the U.S. Member for the year (i.e., the excess of income from interest, dividends, and gains from the disposition of investment property over expenses incurred in earning such income). In computing net investment income, both long-term capital gains and dividends that would otherwise be taxable at preferential rates (a maximum rate of 20%) are includable only if the noncorporate U.S. Member elects to have such gains and dividends taxed at the same rate as ordinary income. Excess investment interest

expense may be carried over to and deducted in subsequent years to the extent it would be deductible if incurred in that year. This limitation, if applicable, will be computed separately by each U.S. Member and not by the Fund.

Income and Losses from Passive Activities. Losses claimed by a U.S. Member who is an individual, estate, trust, personal service corporation, or closely held C corporation from business activities in which the U.S. Member does not materially participate ("passive activities") generally are deductible only to the extent of income from other passive activities. Treasury Regulations provide that gross income from the activity of buying, holding and selling of stocks, bonds and other financial securities on established financial markets is not a passive activity, regardless of whether such activity is a trade or business. Accordingly, it appears that the income or loss of the Fund generally should not be treated as passive activity income or loss, and therefore a U.S. Member's allocable share of Fund income should not be offset by losses that the U.S. Member may have from passive activities.

Trade or Business Losses. The Act includes provisions that expand certain limitations on losses for non-corporate taxpayers for tax years beginning after December 31, 2017 and before January 2, 2026. In this regard, new Code Section 461(l) denies a deduction to non-corporate taxpayers for any excess business loss. An excess business loss for the taxable year is the excess of aggregate deductions of the taxpayer attributable to trades or businesses of the taxpayer (determined without regard to the limitation of the provision), over the sum of aggregate gross income or gain of the taxpayer plus a threshold amount (generally $250,000, or $500,000 for married taxpayers filing jointly). To the extent those losses exceed the threshold amount, they become part of a taxpayer's net operating loss and are carried forward to subsequent years. The application of this restriction to trading activity is unclear. Each U.S. Member should consult its own tax advisor with respect to the consequences of the Act.

Passive Foreign Investment Companies

A foreign corporation in which the Fund makes an equity investment may constitute a PFIC for U.S. federal income tax purposes. In general, a foreign corporation will constitute a PFIC if (i) 75% or more of the gross income of such corporation for the taxable year is passive income, or (ii) the average percentage of assets held by such corporation during the taxable year that produced passive income or that are held for the production of passive income is at least 50%. For purposes of applying the gross income and assets tests, "look-through" rules are provided with respect to 25% or greater subsidiaries of the foreign corporate issuer. Passive income for this purpose generally includes dividends, interest, royalties, rents and the excess of gains or losses from securities and commodities transactions. Under a special so-called "once-a-PFIC-always-a-PFIC" rule, a corporation's status as a PFIC for one year may implicate the tax treatment of its shareholders even where the corporation no longer satisfies the income or assets test for treatment as a PFIC in a subsequent year, unless the PFIC taint is purged.

In general, the Managing Member intends to elect to mark "marketable" PFIC stock to market to avoid the application of certain potentially adverse U.S. tax rules (discussed below) applicable to ownership of PFIC equity interests by U.S. persons. Under this method, any difference between the stock's fair market value and its adjusted basis at the end of the year is accounted for by either an inclusion in income or a deduction from income. Income recognized under this mark-to-market rule, as well as gain on the sale of marketable PFIC stock with respect

to which the election is made, is treated as ordinary income.

Alternatively, the Fund may file an election to treat the PFIC as a QEF. If the Fund makes such a QEF election, each U.S. Member would be required to include in gross income as ordinary income its distributive share of the Fund's pro rata share of the non-U.S. issuer's ordinary earnings and, as long-term capital gain, its distributive share of the Fund's pro rata share of the non-U.S. issuer's net capital gain, whether or not distributed. Thus, a U.S. Member may recognize income in a taxable year with respect to shares of a non-U.S. issuer held by the Fund and passed through to the U.S. Member in amounts greater than such U.S. Member's share of the distributions received by the Fund from the non-U.S. issuer, and passed through to the U.S. Member, in a particular taxable year. In certain cases in which a QEF does not distribute all of its earnings in a taxable year, the Fund may be permitted to elect to defer payment of some or all of the taxes on the QEF's income subject to an interest charge on the deferred amount.

A U.S. Member is required to file an IRS Form 8621 (Return by a Shareholder of a Passive Foreign Investment Company) reporting any investment by the Fund in a PFIC if the U.S. Member (1) is subject to the excess distribution rules, or is required to include income under the QEF rules, with respect to the PFIC stock, as described above, (2) has transferred PFIC or QEF stock in certain non-recognition transactions, (3) is subject to an election to defer tax with respect to current or prior QEF inclusions, or (4) knows or has reason to know that the Fund has not filed an IRS Form 8621. In addition, United States persons are required to annually report certain information regarding its ownership of a PFIC under circumstances other than those described in the previous sentence. The Fund will use reasonable best efforts to make such filings and satisfy this PFIC annual information reporting requirement on behalf of the U.S. Members, assuming such information is timely provided to the Fund by the PFIC.

Each U.S. Members should consult its own tax advisor with respect to these PFIC reporting requirements. The foregoing discussion assumes that the issuer does not constitute a CFC as to which the Fund is treated as a "U.S. Shareholder" as discussed below.

Controlled Foreign Corporations

If the Fund were to acquire, directly, indirectly, or by application of prescribed stock attribution rules, 10% or more of the total combined voting power or 10% or more of the total value of shares of all classes of stock of a corporation which was classified as a CFC, the Fund would be required, subject to certain exceptions, to include in gross income (and pass through an allocable portion to the U.S. Members) at the end of the taxable year of the issuing non-U.S. corporation an amount equal to the Fund's pro rata share of the "subpart F income" of the non-U.S. corporation. For this purpose, a non-U.S. corporation will constitute a CFC if more than 50% of the shares of the corporation, measured by reference to the combined voting power or value, are held, directly or indirectly, by "U.S. Shareholders." A "U.S. Shareholder," for this purpose, is, in general, any United States person that owns 10% or more of the total combined voting power or 10% or more of the total value of shares of all classes of shares of a non-U.S. corporation. Among other items, and subject to certain exceptions, subpart F income includes interest, gains from the sale of securities, and income from certain transactions with related parties. If the Fund satisfies the share ownership test for treatment as a U.S. Shareholder of a CFC, as defined above, the Fund would also be required to include in gross income (and pass through an allocable portion to the U.S. Members) at the end of the taxable year its pro rata share of the earnings of the CFC to the

extent that such earnings were invested in U.S. property, as defined in the relevant CFC provisions. Such inclusions do not constitute dividend income and thus, would not be eligible for preferential rates of tax. In addition, under certain circumstances, gain realized by the Fund with respect to the sale of stock of a corporation that is or was a CFC may be recharacterized in whole or in part as a dividend. Such a deemed dividend would be taxable at ordinary income rates rather than capital gains rates (except to the extent that the deemed dividend constituted "qualified dividend income," as described above).

In addition, U.S. Shareholders of CFCs and other specified foreign corporations are required to include in income, for the last taxable year of such foreign corporation beginning before January 1, 2018, such shareholder's pro rata share of the deemed repatriation amount. A specified foreign corporation is any CFC and any foreign corporation (other than a PFIC) as to which one or more U.S. corporations is a U.S. Shareholder. The "deemed repatriation amount" generally is the greater of such foreign corporation's post-1986 accumulated foreign earnings and profit as of November 2, 2017 or December 31, 2017, and that was not previously subject to U.S. tax (but excluding earnings and profits that were accumulated prior to the foreign corporation becoming a CFC or specified foreign corporation. Generally, foreign earnings held in illiquid assets will be taxed at 8%, and cash equivalents will be taxed at 15.5%. The payment of the deemed repatriation amount may be spread over eight years in increasing installments.

For taxable years of non-U.S. corporations that begin after December 31, 2017, and for tax years of U.S. Shareholders in which or with which such tax years of non-U.S. corporations end, a U.S. Shareholder of any CFC must also include in its gross income, as a deemed dividend, its pro rata share of any global intangible low-taxed income ("GILTI"), in a manner generally similar to inclusions of subpart F income. GILTI is effectively taxed at 10.5% until December 31, 2025 and effectively taxed at 13.125% thereafter. Generally, a foreign tax credit at 80% may be applied against a U.S. Shareholder's GILTI tax liability. If the Fund satisfies the share ownership test for treatment as a U.S. Shareholder of a CFC, as defined above, the Fund generally would be required to include in gross income, as a deemed dividend (and pass through an allocable portion to the U.S. Members), its pro rata share of any GILTI of the CFC.

Each U.S. Member should consult its tax advisor regarding the foregoing U.S. income tax rules applicable to indirect investments in CFCs in connection with its investment in the Fund.

Application of NII to QEFs and CFCs

The Fund expects to elect mark-to-market treatment with respect to any PFIC in which it invests. Mark-to-market gains and losses from such a PFIC will be taken into account when determining NIIT for the tax year. However, if the Fund instead made a QEF election or if the Fund invested in a CFC, in certain circumstances, if the Fund is not engaged in a trade or business of trading (or certain of the entities in which the Fund invests are not considered engaged in a trade or business of trading) and the QEF or CFC stock is not held in a trade or business that is a passive activity with respect to the U.S. Member, the current recognition of income from a QEF or a CFC does not apply for the calculation of the NIIT discussed above (absent a special election available under the Treasury Regulations). This could create a potential for timing differences with respect to deemed income inclusions from a PFIC if the Fund (or an underlying investment) makes an effective QEF election (see discussion above) or if the Fund invests directly

or indirectly in a CFC, as income may be recognized earlier for regular income tax purposes than for NIIT purposes. In the absence of a special election, a U.S. Member would be required to keep two sets of books to track different tax bases in the QEF shares for income tax and NIIT purposes. It is possible that certain of the Fund's underlying investments may not provide the information necessary for a U.S. Member to separately track QEF or CFC shares for NIIT purposes. Under the net investment income final Treasury Regulations, a U.S. Member may elect to have the Code rules requiring current recognition of income from a QEF or CFC apply for NIIT purposes. Such an election must be made with the taxpayer's tax return no later than the first year (i) the U.S. Member is required to include income from such QEF or CFC under the application of the QEF or CFC rules (discussed above under "Passive Foreign Investment Companies" and "Controlled Foreign Corporations") and (ii) the NIIT applies or would apply to the U.S. Member if the election discussed in this paragraph was made by the U.S. Member and the U.S. Member is required to include income from such QEF or CFC under the application of the QEF or CFC rules discussed in this paragraph above. The election may be made on an entity by entity basis. If made, the election applies to the tax year for which it is made and all later tax years, and applies to all subsequently acquired interests in the CFC or QEF. The election is irrevocable. The Fund is permitted to make this election on behalf of U.S. Members. However, no assurances can be given that the Fund will make such an election on behalf of U.S. Members for any (or all) underlying Fund investments. If the Fund does not make such an election, a U.S. Member is permitted to make the election. U.S. Members should consult their own tax advisors regarding the NIIT and its application to QEFs and CFCs and the consequences to the Fund (or alternatively, a U.S. Member) making the election mentioned above under the Treasury Regulations.

Reporting of Transfers of Cash to Foreign Corporations

In the event that the Fund transfers cash to a non-U.S. corporation, each U.S. Member will be treated as a transferor of its respective proportionate share of the cash transferred. In the event that a U.S. Member owns, immediately after the transfer, an indirect interest of at least 10% by vote or value of the non-U.S. issuer or if the U.S. Member's proportionate share of the funds transferred, when aggregated with all related transfers under the applicable regulations, exceeds $100,000, the U.S. Member will be required to file IRS Form 926. It is possible, although unlikely, that a U.S. Member may be required to file certain other IRS information reporting forms as a result of an investment in the Fund. Significant penalties are imposed for a failure to make required IRS or Treasury Department filings, including, in certain circumstances, a statute of limitations tolling provision.

Each U.S. Member will be responsible for complying with all applicable U.S. information reporting requirements. Each U.S. Member should consult its own tax advisor with respect to applicable tax information reporting filing requirements.

U.S. Federal Income Tax Audits and Resulting Liabilities

The Bipartisan Budget Act of 2015 (the "Budget Act") repeals and replaces the rules applicable to certain administrative and judicial proceedings regarding a partnership's U.S. federal income tax affairs. Under these rules, a partnership appoints one person (the "Partnership Representative") to act on its behalf in connection with IRS audits and related proceedings. The Partnership Representative's actions, including the Partnership Representative's agreement to adjustments of the Fund's income in settlement of an IRS audit of the Fund, will bind all Members,

and opt-out rights available to certain Members in connection with certain actions of the tax matters partner under current partnership audit rules will no longer be available. Pursuant to the LLC Agreement, the Managing Member or its delegate will be designated as the Partnership Representative, and the Members are required, if necessary, to consent to such designation.

Under these rules, U.S. federal income taxes (and any related interest and penalties) attributable to an adjustment to the Fund's income following an IRS audit or judicial proceeding will, absent an election by the Fund to the contrary, have to be paid by the Fund in the year during which the audit or other proceeding is resolved, if such adjustment results in an increase in U.S. federal income tax liability (as determined under these rules). If an adjustment to the Fund's income following an IRS audit or judicial proceeding results in a reduction in U.S. federal income tax liability (as determined under these rules), such favorable adjustment will flow through to the Members based on their interests for the year in which the audit or other proceeding is resolved. This could cause the economic burden of U.S. federal income tax liability (or the economic benefit of a favorable adjustment) arising on audit of the Fund to be borne by (or, in the case of a favorable adjustment, to benefit) Members based on their interests in the Fund in the year during which the audit or other proceeding is resolved, even though such tax liability (or benefit) is attributable to an earlier taxable year in which the Membership Interests or identities of some or all of the Members were different.

These partnership audit rules generally should apply to audits of any entity in which the Fund owns an interest that is treated as a partnership for U.S. federal income tax purposes.

Any U.S. federal income taxes (and any related interest and penalties) paid by the Fund, or by an entity treated as a partnership in which the Fund owns an interest, in respect of IRS audit adjustments at the Fund level or at the level of such entity will be allocated by the Managing Member to, and will be indemnified by, the Members pursuant to the terms of the LLC Agreement. The Managing Member will seek to make any such allocations on a fair and equitable basis. At the direction of the Partnership Representative, the Fund may offset withdrawal payments, distributions and other amounts that any Member would otherwise be entitled to receive under the LLC Agreement against such indemnification obligation.

The Budget Act directs the IRS to provide procedures that would allow the Fund, in calculating taxes imposed on the Fund with respect to audit adjustments, to take into account certain applicable lower tax rates and the tax-exempt status of certain Members, which may require Members to provide certain information to the Fund (possibly including information about the owners of Members classified as partnerships). Assuming such procedures are adopted in the final rules, the Fund would expect to avail itself of such procedures to reduce (or eliminate) the taxes owed by any tax-exempt partners or to reduce the taxes owed by the Fund. There is no guaranty, however, that the final rules will include such procedures. In addition, the final rules also may cause the Fund's U.S. federal income tax liability arising on audit to be computed in less advantageous ways than the tax liability of the Members would be computed under current rules (for example, by applying the highest marginal U.S. federal income tax rates and potentially ignoring the tax-exempt status of certain Members).

As an alternative to the foregoing, the Partnership Representative may elect to apply alternative procedures that may allow the Fund to avoid such entity-level U.S. federal income tax liability in some cases if certain conditions are satisfied. These alternative procedures may require

Members (based on their Membership Interests in the Fund in the prior tax year under audit) to either file amended returns and pay any tax that would be due for the prior tax year under audit, or adjust the tax liability reported on their income tax returns for the year in which the audit is resolved. These partnership audit rules are effective for U.S. federal income tax returns filed for taxable years of the Fund (or an entity treated as a partnership in which the Fund owns an interest) beginning on or after January 1, 2018.

Proposed Treasury Regulations require Members, in certain circumstances, to provide certain information to the Fund (including information about the owners of Members classified as partnerships) in connection with the calculation of taxes imposed on the Fund as the result of an audit.

Members should discuss with their own tax advisors the possible implications of the Fund audit rules (including the proposed Treasury Regulations, and any similar provision of state or local law) with respect to an investment in the Fund.

Tax Shelter Regulations; Disclosure

Treasury Regulations directed at abusive tax shelter activity apply to transactions not conventionally regarded as tax shelters. Among other things, the current Treasury Regulations require specified disclosures by certain persons that directly or indirectly participate in a "reportable transaction." While there are exclusions that generally cover most customary trading activity, they do not cover certain types of arbitrage and foreign currency transactions, among others. Accordingly, it is possible that the Fund might participate in one or more reportable transactions. In that event, the Fund would be required to file an IRS Form 8886 with its tax return, which may increase the likelihood of an audit, and maintain a list identifying those Members (if any) that were allocated tax losses from the reportable transaction(s) equal to or greater than certain specified amounts. A Member that is allocated tax losses from reportable transactions equal to or greater than the specified amounts must file an IRS Form 8886 with its own tax return for each year that the Member reports tax losses from the reportable transaction(s). In addition, a Member's recognition of a loss upon its disposition of a Membership Interest in the Fund also could constitute a transaction that requires disclosure to the IRS. Significant penalties may be imposed on a taxpayer who participates in a "reportable transaction" and fails to timely make the required disclosure.

Each Member should consult with its own tax advisor concerning the possible application of the foregoing disclosure and investor list maintenance requirements to this investment in the Fund.

U.S. State and Local Taxes

Each Member may be required to file returns and pay state and local tax on its share of Fund income (including possibly on its gross income) in the jurisdiction in which it is a resident and/or other jurisdictions in which the Fund earns income. The Fund may be required to withhold and remit payment of taxes to one or more state or local jurisdictions on behalf of the Members. In certain cases, the Fund may be subject to entity-level state and local taxes in states in which the profits of the Fund are deemed to be sourced. State and local taxing authorities may assert that the profits of the Fund should be sourced in a manner that differs from the manner in which the Fund reports the source of profits for state and local purposes; as a result, Members may be required to pay additional state and local taxes, interest and possibly penalties. Members may also be subject to such taxes, interest and penalties as a result of being unable to file state and local tax returns on a timely basis.

The Act imposes new limitations on the ability of non-corporate taxpayers to deduct certain state and local taxes for U.S. federal income tax purposes.

Each Member is advised to consult its own tax advisor regarding state and local taxes that may be payable in connection with an investment in the Fund and the deductibility of such taxes under the Act.

Non-U.S. Withholding and Other Taxes

Dividends in cash or in kind on shares held by the Fund and passed through to its Members may be subject to income tax, withholding tax or other taxes under the tax laws of a non-U.S. country. Also, gains realized by the Fund on the sale or other disposition of Digital Assets and shares of companies that are resident, domiciled, or doing business in a non-U.S. country may be subject to taxation in non-U.S. jurisdictions. Subject to the requirements and limitations imposed by the Code or Treasury Regulations promulgated thereunder, Members may be entitled to claim their distributive share of any such foreign taxes paid by the Fund and passed through to its Members as a foreign tax credit against their U.S. federal income tax liability. However, it is likely that certain categories of Members, including tax-exempt entities, will not be entitled to any such tax credit. Complex rules may, depending on each Member's circumstances, limit the availability of, or the Member's ability to utilize foreign tax credits. Certain losses arising from the Fund may be treated as foreign source losses which could reduce the amount of foreign tax credits otherwise available. Members who do not elect to claim a foreign tax credit may claim a deduction for their distributive share of such foreign taxes (subject to other applicable limitations on the deductibility of such taxes).

In addition, it is possible that a Member would be subject to a return filing obligation in non-U.S. jurisdictions. Transfers or acquisitions of shares (and Digital Assets) may also give rise to stock exchange taxes, stamp taxes, transfer taxes, gross proceeds taxes, remittance taxes or other transaction taxes in a non-U.S. jurisdiction.

Although an income tax treaty in effect between the country of the issuer of securities (and Digital Assets) in which the Fund invests and the United States may reduce or eliminate non-U.S. withholding taxes, there can be no assurance that the benefit of such an income tax treaty will extend to payments made to the Members. It may be possible to reduce or eliminate

certain non-U.S. taxes by claiming the benefits of an applicable income tax treaty (if any) by filing a claim for a refund with the country of the issuer.

The Fund will withhold and pay over any withholding or other similar taxes required to be withheld or paid by the Fund under applicable law with respect to the Fund and the U.S. Members. Any such payments will be treated as a distribution to the extent that the U.S. Member is then entitled to receive a cash distribution. To the extent such taxes owed exceed amounts otherwise distributable to a U.S. Member, the Fund will deduct such amounts owed from such Member's capital account. Each U.S. Member must indemnify the Fund and the Managing Member for its allocable share of any applicable tax of any type (including any liability for penalties, additions to tax or interest) attributable to the Member's share of Fund income or the distributions to the Member. In any case where a tax, fee or other assessment is levied upon, or paid by, the Fund, the amount of which is determined in part or in whole by the status or identity of the Members, the Managing Member may specially allocate the affected Members' allocable share of such taxes, fees and assessments to such Member's capital account.

Backup Withholding and Information Reporting

Under certain circumstances, backup withholding of U.S. tax and information reporting requirements may apply to proceeds from withdrawal of Membership Interests that are paid to certain Members that fail to provide to the Fund an accurate taxpayer identification number or otherwise fail to comply with, or establish an exemption from, the backup withholding requirements. In general, a U.S. Member may comply with these identification and certification procedures by providing the Fund with a duly executed and properly completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification). Backup withholding is not an additional tax and may be refunded or credited against the Member's U.S. federal income tax liability if certain required information is timely furnished to the IRS. The information reporting requirements may apply regardless of whether backup withholding is required. See also "Foreign Account Tax Compliance Act" below, for a discussion of withholding obligations under the Foreign Account Tax Compliance Act.

Foreign Account Tax Compliance Act

Very generally and with limited exceptions, pursuant to Code Sections 1471 through 1474, Treasury Regulations promulgated thereunder and IRS official guidance (commonly known as "FATCA"), if a Member fails to meet certain requirements that are mandated by FATCA, certain U.S. source income paid to such Member will, in general, be subject to a 30% withholding tax. Pursuant to FATCA, a 30% withholding tax will be imposed on (i) certain U.S. source payments such as dividends, and other fixed or determinable annual or periodical income received on or after July 1, 2014, (ii) proceeds of a sale or disposition of property producing U.S.-source interest or dividends received on or after January 1, 2019, and (iii) certain other payments received from other foreign financial institutions no earlier than January 1, 2019 that are allocable, as provided for under final Treasury Regulations, to payments described in clauses (i) and (ii) above that are received by such other foreign financial institutions in each case paid to (1) a "foreign financial institution" (as specifically defined in the legislation), whether such foreign financial institution is the beneficial owner or an intermediary, unless such foreign financial institution provides a certification that it has agreed to verify, report and disclose its United States "account" holders (as specifically defined in the legislation) and meets certain other specified

requirements, (2) a non-financial foreign entity, whether such non-financial foreign entity is the beneficial owner or an intermediary, unless such entity provides a certification that the beneficial owner of the payment does not have any substantial United States owners or provides the name, address and taxpayer identification number of each such "substantial United States owner" (as defined under the Code and applicable Treasury Regulations) and certain other specified requirements are met, or (3) a United States person, whether such United States person is the beneficial owner or an intermediary, unless such United States person provides a certification that the beneficial owner of the payment is a United States person. In certain cases, the relevant foreign financial institution or non-financial foreign entity may qualify for an exemption from, or be deemed to be in compliance with, these rules.

The Fund will be required to withhold at a 30% rate on the payments described in clauses (i) and (ii) above to a Member if the Member fails to timely provide the Fund with sufficient information, certification or documentation that is necessary for the Fund to determine (i) whether or not the Member is a United States person within the meaning of the Code, and (ii) if the Member is a foreign entity, for the Fund to determine that the Member meets the requirements applicable to a foreign financial institution or a non-financial foreign entity described above.

In addition, certain of the Fund's investments may be in "foreign financial institutions," any of which may be subject to withholding tax as described above if such entity fails to timely comply (and is not otherwise exempt from complying) with the requirements of FATCA. Persons or Fund investments located in a jurisdiction that has entered into an intergovernmental agreement with the U.S. governing FATCA (an IGA) may be subject to different rules.

The foregoing is a summary of some of the important tax considerations affecting certain investors in the Fund and the proposed operations of the Fund and is not intended as a substitute for careful tax planning, particularly since the income tax consequences of an investment in the Fund may not be the same for all taxpayers. The foregoing does not purport to be a complete analysis of all relevant tax rules and considerations, nor does it purport to be a complete listing of all potential tax risks involved in purchasing or holding Membership Interests. ACCORDINGLY, PROSPECTIVE MEMBERS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS WITH SPECIFIC REFERENCE TO THEIR TAX SITUATION UNDER U.S. FEDERAL LAW AND THE PROVISIONS OF APPLICABLE STATE, LOCAL, NON-U.S., AND OTHER LAWS AND TAX TREATIES BEFORE SUBSCRIBING FOR MEMBERSHIP INTERESTS.

FISCAL YEAR

The fiscal year of the Fund shall end on December 31 of each calendar year.

ADMINISTRATOR; REPORTS

The Managing Member may appoint an Administrator to the Fund. It is currently anticipated that the Fund's initial Administrator will be NAV Consulting, Inc.

Members will receive audited annual financial statements of the Fund. Members also will receive monthly reports containing unaudited statements in respect of the Fund's net asset value.

AUDITOR

The Managing Member intends to appoint an Auditor to the Fund. It is currently anticipated that the Fund's initial Auditor will be AUDIT Cayman.

COMPLIANCE

The Managing Member intends to engage a third-party Compliance Firm to provide compliance services to the Fund. It is currently anticipated that the Fund's initial Compliance Firm will be OCA Consulting LLC.

INVESTOR SUITABILITY REQUIREMENTS

Each prospective investor must represent that it is an "accredited investor", as such term is defined under Rule 501(a) of Regulation D, promulgated under the Securities Act. Each prospective investor must also represent that it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the proposed investment and that it can bear the economic risk of the investment (i.e., at the time of the investment, the prospective investor can afford a complete loss of the investment and can afford to hold the investment for an indefinite period of time).

The Managing Member requires each investor to represent that an investment by it in the Fund shall not adversely affect the investor's overall need for diversification and liquidity. In addition, each prospective investor is required to represent that it and its advisers have received all information requested by them in connection with an investment in the Fund and that the purchaser is not acquiring the Membership Interests for distribution or resale.

Unless otherwise consented to by the Managing Member in its discretion, Membership Interests generally may not be purchased by nonresident aliens, foreign corporations, foreign partnerships, foreign trusts or foreign estates (as such terms are defined in the Code) or by U.S. tax-exempt investors. Such investors may be eligible to invest in the Offshore Feeder Fund, a Cayman Islands exempted company that will act as a feeder fund to the Fund and is expected to invest all or substantially all of its assets in the Fund as a Member therein. The Managing Member reserves the right to vary the structure of the Fund and any affiliate thereof for tax, regulatory, operational, and other similar reasons.

The suitability standards referred to above represent minimum suitability requirements for prospective investors and the satisfaction of such standards by a prospective investor does not necessarily mean that the Membership Interests are a suitable investment for such investor or that the prospective investor's subscription will be accepted. The Managing Member may, in circumstances it deems appropriate, modify such requirements. In addition, the Managing Member has the right to reject a subscription for a Membership Interest for any reason or no reason.

ANTI-MONEY LAUNDERING

As part of the Fund's responsibility to comply with regulations aimed at the prevention of money laundering and terrorist financing, the Managing Member and its affiliates may require a detailed verification of a Member's identity, any beneficial owners with an interest in such Member and the source of the funds used to subscribe for a Membership Interest in the Fund by such Members.

The Managing Member and the Administrator reserve the right to request such information as is necessary to verify the identity of a subscriber and the underlying beneficial owner of a subscriber's or Member's Interest in the Fund. The Managing Member may delay the acceptance of a subscription, refuse to accept a subscription, suspend the payment of distributions to a Member or cause the withdrawal of any Member, if the Managing Member or the Administrator reasonably deem it necessary to do so to comply with applicable anti-money laundering laws or the laws, regulations and executive orders administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or other laws or regulations by any person in any relevant jurisdiction (collectively, "AML/OFAC obligations"), or in the event of a delay or failure by a subscriber or Member to produce any information required for verification purposes.

Each subscriber and Member shall make such representations to the Fund as the Fund, the Administrator and the Managing Member require in connection with their AML/OFAC obligations, which may include, but shall not be limited to, representations to the Fund that the subscriber or Member (or any person controlling or controlled by the subscriber or Member; if the subscriber or Member is a privately held entity, any person having a beneficial interest in the subscriber or Member, or any person for whom the subscriber or Member is acting as agent or nominee in connection with the investment) is not (i) an individual or entity named on any available lists of known or suspected terrorists, terrorist organizations, or of other sanctioned persons issued by the United States government and the government(s) of any jurisdiction(s) in which the Fund is doing business, including the List of Specially Designated Nationals and Blocked Persons administered by OFAC as such list may be amended from time to time, (ii) an individual or entity otherwise prohibited by the OFAC sanctions programs, or (iii) a current or

former "senior foreign political figure"[1] or "politically exposed person",[2] or an immediate family member or close associate of such an individual. Furthermore, such subscriber or Member must represent to the Fund that it is not a prohibited "foreign shell bank".[3]

Such subscriber or Member also shall represent to the Fund that amounts contributed by it to the Fund were not directly or indirectly derived from activities that may contravene U.S. federal, state or international laws and regulations, including but not limited to any applicable anti-money laundering laws and regulations.

Each subscriber or Member will agree to notify the Fund promptly in writing should it become aware of any change in the information set forth in its representations. The subscriber or Member is advised that, by law, the Fund may be obligated to "freeze the account" of such subscriber or Member, either by prohibiting additional investments from the subscriber or Member or suspending the payment of distributions payable to the subscriber or Member and/or segregating the assets in the account in compliance with governmental regulations. The Fund may also be required to report such action and to disclose the subscriber's or Member's identity to OFAC or other applicable governmental and regulatory authorities.

CERTAIN REGULATORY CONSIDERATIONS

The Fund is not registered as an investment company under the Company Act, and therefore will not be required to adhere to certain operational restrictions and requirements under the Company Act. The Fund relies on the exclusion provided in section 3(c)(1) of the Company Act, which permits private investment companies to sell their interests, on a private placement basis, to "accredited investors".

The Membership Interests in the Fund have not been, and are not expected to be, registered under the Securities Act or the securities laws of any state and are being offered and sold in reliance on exemptions from the registration requirements of the Securities Act and such laws. The interests are subject to restrictions on transferability and resale and may not be

[1] A "senior foreign political figure" is defined as (a) a current or former senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a current or former senior official of a major non-U.S. political party, or a current or former senior executive of a non-U.S. government-owned commercial enterprise; (b) a corporation, business, or other entity that has been formed by, or for the benefit of, any such individual; (c) an immediate family member of any such individual; and (d) a person who is widely and publicly known (or is actually known) to be a close associate of such individual. For purposes of this definition, a "senior official" or "senior executive" means an individual with substantial authority over policy, operations, or the use of government-owned resources; and "immediate family member" means spouses, parents, siblings, children and a spouse's parents and siblings.

[2] A "politically exposed person" is a term used for individuals who are or have been entrusted with prominent public functions in a foreign country, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state owned corporations, important political party officials.

[3] A "prohibited foreign shell bank" is a foreign bank that does not have a physical presence in any country, and is not a "regulated affiliate," i.e., an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the U.S. or a foreign country, as applicable, and is subject to supervision by a banking authority in the country regulating the affiliated depository institution, credit union, or foreign bank.

transferred or resold except as permitted under the Securities Act and such laws pursuant to registration or exemption therefrom.

The Managing Member is not presently registered as an investment adviser under the Advisers Act. If the Managing Member becomes unable to avail itself of an applicable exemption from such registration, it must (i) seek to avail itself of another exemption from registration; (ii) register as an investment adviser; or (iii) cease having the Fund trade instruments or interests deemed to be securities under applicable law.

Pursuant to CFTC Rule 4.13(a)(3) promulgated under the Commodity Exchange Act, as amended, the Managing Member is not required to register, and is not registered, with the CFTC as a CPO. Because the Managing Member is exempt from registration with the CFTC as a CPO, unlike a registered commodity pool operator, it is not required to deliver a disclosure document and a certified annual report to the Members. In accordance with CFTC Rule 4.13(b), the Managing Member has caused a notice of exemption from CPO registration to be filed on its behalf with the National Futures Association. If the Managing Member, at any time, determines not to comply, or does not comply, with CFTC Rule 4.13(a)(3), it must (i) seek to avail itself of another exemption from registration; (ii) register with the National Futures Association; or (iii) cease having the Fund trade commodity interests (directly or indirectly).

COUNSEL

Lawyer & Attorney LLP, 55 Waters., New York, New York 10166, acts as counsel to the Fund. Lawyer & Attorney LLP also acts as counsel to the Managing Member and certain of its affiliates. In connection with the Fund's offering of Membership Interests and subsequent advice to the Fund, the Managing Member, and certain of their respective affiliates, Lawyer & Attorney LLP will not be representing investors in the Fund, and no independent counsel has been retained to represent investors in the Fund. Lawyer & Attorney LLP's representation of the Managing Member and certain of its affiliates is limited to specific matters as to which it has been consulted by such persons, and there may exist other matters that could have a bearing on the such persons as to which Lawyer & Attorney LLP has not been consulted. Lawyer & Attorney LLP does not undertake to monitor the compliance of the Managing Member or its affiliates with the investment program described herein, or with such persons' compliance with applicable laws. Lawyer & Attorney LLP relied on information furnished to it by the Managing Member and its affiliates, and did not investigate or verify the accuracy or completeness of the information set forth herein.

ADDITIONAL INFORMATION

Representatives of the Managing Member are available for a discussion of the terms and conditions of this offering and will provide any additional information, to the extent they possess it or can acquire it without unreasonable effort or expense, necessary to verify the information contained in this Memorandum.

All inquiries regarding the Fund or the offering of Membership Interests should be directed to Mike Mikey at sample@sample.com.