November 1, 2021

FOR ACCREDITED INVESTORS ONLY

NXS CRYPTO FUND LLC

A Delaware Limited Liability Company

The information in this Confidential Private Placement Memorandum (this "**Memorandum**") is confidential and was prepared solely for use in connection with the Offering (as defined herein). Recipients of this Memorandum may not distribute it or disclose the contents of it to anyone without the prior written consent of NXS CRYPTO FUND, LLC (the "**Company**"), other than to persons who advise potential investors ("**Prospective Investors**") in connection with the Offering, or otherwise use the same for any purpose other than evaluation by such Prospective Investor of the Offering. The recipient, by accepting delivery of this Memorandum, agrees to return this Memorandum and all documents furnished herewith to the Company or its representatives upon request if the recipient does not purchase any of the Member Units (as defined herein) offered hereby or if the Offering is withdrawn or terminated.

Private Offering of Member Units of Limited Liability Company Interests
Up to 25,000,000 Member Units at $1.00 per Unit
Target Minimum Offering Amount: $1,000,000
Maximum Aggregate Offering Amount: $25,000,000
Minimum Initial Subscription per Investor: 100,000 Member Units ($100,000)

The information in this Memorandum is current only as of the above date and may change after that date.

FOR MORE INFORMATION, PLEASE CONTACT:

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This cover page is continued on the following pages.

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK AS DESCRIBED IN THE "RISK FACTORS" SECTION OF THIS MEMORANDUM. YOU SHOULD INVEST ONLY IF YOU CAN AFFORD A TOTAL LOSS OF YOUR CAPITAL CONTRIBUTION. NEITHER THE U.S. SECURITIES & EXCHANGE COMMISSION (THE "COMMISSION") NOR ANY STATE SECURITIES AUTHORITY HAS APPROVED OR DISAPPROVED OF THIS OFFERING OR DETERMINED IF THIS MEMORANDUM IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

IN MAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT.

FOR RESIDENTS IN ALL STATES

THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THAT STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OR SALE MAY BE MADE IN A PARTICULAR STATE. IF A PROSPECTIVE INVESTOR IS UNCERTAIN AS TO WHETHER OR NOT OFFERS OR SALES MAY BE LAWFULLY MADE IN ANY GIVEN STATE, SUCH PROSPECTIVE INVESTOR IS HEREBY ADVISED TO CONTACT THE COMPANY.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. PROSPECTIVE INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THERE WILL BE NO PUBLIC MARKET FOR THE MEMBER UNITS (AS DEFINED BELOW), AND THERE IS NO OBLIGATION ON THE PART OF ANY PERSON TO REGISTER THE MEMBER UNITS UNDER THE SECURITIES ACT OR ANY STATE SECURITIES LAWS.

NOTICE TO ALASKA RESIDENTS

THE SECURITIES OFFERED HAVE NOT BEEN REGISTERED WITH THE ADMINISTRATOR OF SECURITIES OF THE STATE OF ALASKA PROVISIONS OF 3 AAC 08.500—3 THROUGH AAC 08.506. THE INVESTOR IS ADVISED THAT THE ADMINISTRATOR HAS MADE ONLY A CURSORY REVIEW OF THE REGISTRATION STATEMENT AND HAS NOT REVIEWED THIS DOCUMENT SINCE THE DOCUMENT IS NOT REQUIRED TO BE FILED WITH THE ADMINISTRATOR. THE FACT OF THE REGISTRATION DOES NOT MEAN THAT THE ADMINISTRATOR HAS PASSED IN ANY WAY UPON THE MERITS, RECOMMENDED, OR APPROVED THE SECURITIES. ANY REPRESENTATION TO THE CONTRARY IS A VIOLATION OF A.S. 45.55.170.

THE INVESTOR MUST RELY ON THE INVESTOR'S OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION ON THESE SECURITIES.

NOTICE TO ARIZONA RESIDENTS

THE UNITS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF THE STATE OF ARIZONA (THE "ARIZONA ACT"), AND THEY THEREFORE HAVE THE STATUS OF SECURITIES ACQUIRED IN AN EXEMPT TRANSACTION UNDER ARS SECTION 44-1844 OF THE ARIZONA ACT. THE UNITS CANNOT BE RESOLD WITHOUT REGISTRATION UNDER THE ARIZONA ACT OR UNLESS AN EXEMPTION THEREFROM IS AVAILABLE.

NOTICE TO ARKANSAS RESIDENTS

THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER SECTION 14(B) (14) OF THE ARKANSAS SECURITIES ACT AND SECTION 4(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE ARKANSAS SECURITIES DEPARTMENT OR WITH THE SECURITIES COMMISSION. NEITHER THE DEPARTMENT NOR THE COMMISSION HAVE PASSED UPON THE VALUE OF THESE SECURITIES, MADE ANY RECOMMENDATIONS AS TO THEIR PURCHASE, APPROVED OR DISAPPROVED THE OFFERING, OR PASSED UPON THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR CALIFORNIA RESIDENTS ONLY

THE SALE OF SECURITIES THAT ARE THE SUBJECT OF THIS MEMORANDUM HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF THE SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO THE QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM THE QUALIFICATION BY SECTION 25100, 25102, OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PROSPECTIVE INVESTORS ARE EXPRESSLY CONDITIONED UPON THE QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

NOTICE TO COLORADO RESIDENTS

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE COLORADO SECURITIES ACT OF 1981 BY REASON OF SPECIFIC EXEMPTION THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTL Y REGISTERED UNDER THE SECURITIES ACT OF 1981, IF SUCH REGISTRATION IS REQUIRED.

NOTICE TO CONNECTICUT RESIDENTS

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER SECTION 36-485 OF THE CONNECTICUT GENERAL STATUTES, THE UNIFORM SECURITIES ACT, AS AMENDED (THE "CONNECTICUT ACT"), AND THEREFORE CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER SECTION 36-485 OF THE CONNECTICUT ACT OR UNLESS AN EXEMPTION FROM REGISTRATION PURSUANT TO SECTION 36-490(B) (9) OF THE CONNECTICUT UNIFORM SECURITIES ACT OR ANY OTHER SECTION OF THE CONNECTICUT ACT IS AVAILABLE. THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE BANKING COMMISSIONER OF THE STATE OF CONNECTICUT, NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO DELAWARE RESIDENTS

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE DELAWARE SECURITIES ACT (THE "DELAWARE ACT"), AND THEREFORE CANNOT BE RESOLD OR TRANSFERRED BY THE INVESTOR EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER THE ACT.

NOTICE TO DISTRICT OF COLUMBIA RESIDENTS

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES BUREAU OF THE DISTRICT OF COLUMBIA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

FOR FLORIDA RESIDENTS ONLY

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES ACT IN RELIANCE UPON EXEMPTION PROVISIONS CONTAINED THEREIN. UPON THE ACCEPTANCE OF FIVE (5) OR MORE FLORIDA INVESTORS, AND IF SUCH FLORIDA INVESTOR IS NOT A BANK, A TRUST COMPANY, A SAVINGS INSTITUTION, AN INSURANCE COMPANY, A DEALER, AN INVESTMENT COMPANY AS DEFINED IN THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED, A PENSION OR PROFIT SHARING TRUST, OR A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT), THE FLORIDA INVESTOR ACKNOWLEDGES THAT ANY SALE OF SECURITIES OFFERED HEREBY IS VOIDABLE BY THE FLORIDA INVESTOR WITHIN THREE (3) BUSINESS DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY THE FLORIDA INVESTOR TO THE ISSUER OR AN AGENT OF THE ISSUER, OR WITHIN THREE (3) DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO THE FLORIDA INVESTOR, WHICHEVER OCCURS LATER. A WITHDRAWAL WITHIN SUCH THREE (3) DAY PERIOD WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON.

TO ACCOMPLISH THIS WITHDRAWAL, A FLORIDA INVESTOR NEED ONLY SEND A LETTER OR TELEGRAM TO THE COMPANY AT THE ADDRESS SET FORTH IN THIS MEMORANDUM, INDICATING ITS INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE THIRD BUSINESS DAY AS DESCRIBED IN THE PRIOR PARAGRAPH. IT IS ADVISABLE TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME IT WAS MAILED. IF THE REQUEST IS MADE ORALLY, IN PERSON OR BY TELEPHONE, TO AN OFFICER OF THE COMPANY, A WRITTEN CONFIRMATION THAT THE REQUEST HAS BEEN RECEIVED SHOULD BE REQUESTED.

NOTICE TO GEORGIA RESIDENTS

THESE SECURITIES ARE BEING OFFERED AND SOLD IN RELIANCE ON PARAGRAPH (13) OF CODE SECTION 10-5-9 OF THE GEORGIA SECURITIES ACT OF 1973, AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

NOTICE TO HAWAII RESIDENTS

NEITHER THIS MEMORANDUM NOR THE SECURITIES DESCRIBED HEREIN HAVE BEEN APPROVED OR DISAPPROVED BY THE COMMISSIONER OF SECURITIES OF THE STATE OF HAWAII, NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM.
NOTICE TO IDAHO RESIDENTS

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE IDAHO SECURITIES ACT AND THEREFORE CANNOT BE RESOLD OR TRANSFERRED, UNLESS THEY ARE SO REGISTERED OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NOTICE TO ILLINOIS RESIDENTS

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER SECTION 5 OF THE ILLINOIS SECURITIES ACT OF 1953 (THE "ILLINOIS ACT"). THE SECURITIES MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY, UNLESS SUBSEQUENTLY REGISTERED UNDER THE ACT OR UNLESS AN EXEMPTION FROM REGISTRATION THEREFROM IS AVAILABLE.

NOTICE TO INDIANA RESIDENTS

THE INDIANA SECURITIES DIVISION HAS NOT IN ANY WAY PASSED UPON THE MERITS OR QUALIFICATION OF, NOR RECOMMENDED, NOR GIVEN APPROVAL TO THE SECURITIES HEREBY OFFERED, NOR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. PENDING PERFECTION OF THE EXEMPTION UNDER SECTION 23-1-2(B) (10) OF THE INDIANA BLUE SKY LAW, THE OFFERING IS PRELIMINARY AND SUBJECT TO MATERIAL CHANGE. THESE SECURITIES ARE SPECULATIVE, HAVE NOT BEEN REGISTERED UNDER SECTION 3 OF THE INDIANA SECURITIES ACT AND THEREFORE, CANNOT BE RESOLD OR TRANSFERRED, UNLESS THEY ARE SO REGISTERED, NOR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NOTICE TO KANSAS RESIDENTS

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES ACT OF ANY JURISDICTION BY REASON OF SPECIFIC EXEMPTION THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAW, IF SUCH REGISTRATION IS REQUIRED.

NOTICE TO KENTUCKY RESIDENTS

FOR KENTUCKY RESIDENTS, THE OPERATOR IN ALL SALES TO NON-ACCREDITED INVESTORS MUST HAVE REASONABLE GROUNDS TO BELIEVE, AFTER MAKING INQUIRY THAT: (1) THE INVESTMENT IS SUITABLE FOR THE PURCHASER ON THE BASIS OF THE FACTS DISCLOSED BY THE PURCHASER AS TO HIS OR HER OTHER SECURITY HOLDINGS AND TO HIS OR HER FINANCIAL SITUATION AND NEEDS. (THERE IS A PRESUMPTION FOR THE LIMITED PURPOSE OF THIS CONDITION THAT IF THE INVESTMENT DOES NOT EXCEED 10% OF THE INVESTOR'S NET WORTH THAT IT IS SUITABLE). (2) THE INVESTOR, EITHER ALONE OR

WITH REPRESENTATIVES, HAS SUFFICIENT KNOWLEDGE AND EXPERIENCE TO EVALUATE THE MERITS AND RISKS OF THE INVESTMENT.

THE SECURITIES REPRESENTED IN THIS MEMORANDUM AND SUBSCRIPTION DOCUMENTS ARE BEING SOLD PURSUANT TO A CLAIM OF EXEMPTION FROM THE REGISTRATION OR QUALIFICATION PROVISIONS OF THE FEDERAL AND STATE SECURITIES LAWS AND MAY NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH THE REGISTRATION OR QUALIFICATION PROVISIONS OF APPLICABLE FEDERAL AND STATE SECURITIES LAWS OR APPLICABLE EXEMPTIONS THEREFROM.

NOTICE TO LOUISIANA RESIDENTS

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, THE LOUISIANA SECURITIES LAW AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAW. THE SECURITIES ARE SUBJECT TO RESTRICTION ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED NOR RESOLD, EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAW PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED NOR DISAPPROVED BY THE SECURITIES EXCHANGE COMMISSION, OR ANY STATE SECURITIES COMMISSION OR OTHER REGULA TORY AUTHORITY , NOR HA VE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING, NOR THE ACCURACY OR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO MARYLAND RESIDENTS

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE MARYLAND SECURITIES ACT, BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY, UNLESS SUBSEQUENTLY REGISTERED UNDER THE ACT OR THE MARYLAND SECURITIES ACT, IF SUCH REGISTRATION IS REQUIRED.

NOTICE TO MASSACHUSETTS RESIDENTS

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MASSACHUSETTS SECURITIES ACT BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE MASSACHUSETTS IS SECURITIES ACT, IF SUCH REGISTRATION IS REQUIRED.

NOTICE TO MICHIGAN RESIDENTS

THE SECURITIES REFERRED TO IN THIS MEMORANDUM WILL BE SOLD TO AND ACQUIRED BY THE HOLDER IN A TRANSACTION EXEMPT UNDER SECTION 4(2) (b) (9) OF THE MICHIGAN STATE BLUE SKY LAW. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID LAW AND MAY NOT BE RESOLD EXCEPT IN ACCORDANCE WITH SAID LAW WITHIN SIX MONTHS OF THE COMMENCEMENT OF THE OFFERING OF THE SECURITIES, OR THE TERMINATION OF THE SUBSCRIPTION PERIOD AS SET FORTH IN THIS PRIVATE PLACEMENT MEMORANDUM, WHICHEVER FIRST OCCURS, THE COMPANY SHALL, IF SALES OF THE

SECURITIES ARE MADE TO STATE RESIDENTS, PREPARE AND FURNISH TO INVESTORS A DETAILED WRITTEN STATEMENT OF THE APPLICATION OF PROCEEDS OF THE OFFERING, AS WELL AS ANY OTHER APPLICABLE STATEMENTS AND REPORTS REQUIRED TO BE FURNISHED UNDER APPLICABLE LAW.

NOTICE TO MINNESOTA RESIDENTS

THESE SECURITIES REPRESENTED BY THIS MEMORANDUM HAVE NOT BEEN REGISTERED UNDER CHAPTER 80A OF THE MINNESOTA SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO REGISTRATION, OR AN EXEMPTION THEREFROM.

NOTICE TO MISSISSIPPI RESIDENTS

THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE MISSISSIPPI SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE MISSISSIPPI SECRETARY OF STATE. THE SECRETARY OF STATE HAS NOT PASSED UPON THE VALUE OF THESE SECURITIES AND HAS NOT APPROVED OR DISAPPROVED OF THE OFFERING. THE SECRETARY OF STATE DOES NOT RECOMMEND THE PURCHASE OF THESE OR ANY OTHER SECURITIES. THERE IS NO ESTABLISHED MARKET FOR THESE SECURITIES AND THERE MAY NOT BE ANY MARKET FOR THESE SECURITIES IN THE FUTURE. THE SUBSCRIPTION PRICE OF THESE SECURITIES HAS BEEN ARBITRARILY DETERMINED BY THE ISSUER AND IS NOT AN INDICATION OF THE ACTUAL VALUE OF THESE SECURITIES. THE PURCHASER OF THESE SECURITIES MUST MEET CERTAIN SUITABILITY STANDARDS AND MUST BE ABLE TO BEAR AN ENTIRE LOSS OF HIS INVESTMENT. THESE SECURITIES MAY NOT BE TRANSFERRED FOR A PERIOD OF ONE YEAR EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE MISSISSIPPI SECURITIES ACT OR ANY TRANSACTION IN COMPLIANCE WITH THE MISSISSIPPI SECURITIES ACT.

NOTICE TO MISSOURI RESIDENTS

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES ACT OF ANY JURISDICTION BY REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAW, IF SUCH REGISTRATION IS REQUIRED.

NOTICE TO NEBRASKA RESIDENTS

A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH DIRECTOR OF THE DEPARTMENT OF BANKING AND FINANCE OF THE STATE OF NEBRASKA, BUT HAS NOT YET BECOME EFFECTIVE, INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BE SOLD BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT BECOMES EFFECTIVE. THIS PRELIMINARY DOCUMENT SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF THESE SECURITIES IN NEBRASKA SINCE SUCH OFFER, SOLICITATION, OR SALE WOULD BE UNLAWFUL PRIOR TO QUALIFICATION UNDER SECTION 8-1107 OF THE NEBRASKA SECURITIES ACT.

NOTICE TO NEW HAMPSHIRE RESIDENTS

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE UNDER THIS CHAPTER HAS BEEN FILED WITH THE STATE OF NEW HAMPSHIRE, NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT, NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY, OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

NOTICE TO NEW JERSEY RESIDENTS

THESE SECURITIES ARE OFFERED IN RELIANCE ON AN EXEMPTION FROM REGISTRATION UNDER THE NEW JERSEY UNIFORM SECURITIES LAW. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER SAID LAW AND MAY NOT BE RE-OFFERED FOR SALE, TRANSFER OR RESOLD WITHOUT COMPLIANCE WITH THE REGISTRATION PROVISIONS OF SAID LAW OR AN EXEMPTION THEREFROM. THE BUREAU OF SECURITIES OF NEW JERSEY HAS NOT PASSED UPON THE ACCURACY OR COMPLETENESS OF THIS MEMORANDUM AND DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF THE SECURITIES.

NOTICE TO NEW MEXICO RESIDENTS

THE SECURITIES DESCRIBED HEREIN ARE OFFERED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF NEW MEXICO, (THE "NEW MEXICO ACT"). ACCORDINGLY, THE NEW MEXICO SECURITIES BUREAU HAS NOT REVIEWED THE OFFERING OF THESE SECURITIES AND HAS NOT APPROVED OR DISAPPROVED THIS OFFERING. THE NEW MEXICO SECURITIES BUREAU HAS NOT PASSED UPON THE VALUE OF THESE SECURITIES OR UPON THE ACCURACY OF THE INFORMATION CONTAINED WITHIN THIS PRIVATE PLACEMENT MEMORANDUM. THESE SECURITIES MAY NOT BE RESOLD OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE ACT OR AN EXEMPTION THEREFROM.

NOTICE TO NEW YORK RESIDENTS

THIS PRIV ATE PLACEMENT MEMORANDUM DOES NOT KNOWINGL Y CONT AIN AN UNTRUE STATEMENT OF MATERIAL FACT OR KNOWINGLY OMIT TO STATE A MATERIAL FACT NECESSARY TO MAKE THE STATEMENTS MADE, IN THE LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY ARE MADE, NOT MISLEADING. IT CONTAINS A FAIR SUMMARY OF THE MATERIAL TERMS OF THE DOCUMENTS PURPORTED TO BE SUMMARIZED HEREIN. ALL PROCEEDS OF THIS OFFERING WILL BE USED ONLY FOR THE PURPOSES SET FORTH UNDER THE CAPTION "USE OF PROCEEDS."

THE OFFERING OF THE SECURITIES HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL OF THE STATE OF NEW YORK BECAUSE OF THE OFFEROR'S REPRESENTATIONS THAT THIS IS INTENDED TO BE A NON-PUBLIC OFFERING PURSUANT TO REGULATION D AND THAT IF ALL OF THE CONDITIONS AND LIMITATIONS OF REGULATION D ARE NOT COMPLIED WITH, THE OFFERING WILL BE RESUBMITTED TO THE ATTORNEY GENERAL FOR AMENDED EXEMPTION. ANY OFFERING LITERATURE USED IN

CONNECTION WITH THE OFFERING HAS NOT BEEN RE-FILED WITH THE ATTORNEY GENERAL AND HAS NOT BEEN REVIEWED BY THE ATTORNEY GENERAL. THE SECURITIES ARE BEING PURCHASED FOR THE INVESTOR'S OWN ACCOUNT FOR INVESTMENT AND NOT FOR DISTRIBUTION OR RESALE TO OTHERS. EACH NEW YORK INVESTOR WILL BE REQUIRED TO AGREE THAT HE OR SHE WILL NOT SELL OR OTHERWISE TRANSFER THESE UNITS UNLESS THEY ARE REGISTERED UNDER THE SECURITIES ACT OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. EACH NEW YORK INVESTOR WILL BE REQUIRED TO REPRESENT THAT HE OR SHE HAS ADEQUATE MEANS OF PROVIDING FOR HIS OR HER CURRENT NEEDS AND POSSIBLE PERSONAL CONTINGENCIES, AND THAT HE OR SHE HAS NO NEED FOR LIQUIDITY OF THIS INVESTMENT. ALL NEW YORK INVESTORS WILL BE REQUIRED TO REPRESENT THAT THEY UNDERSTAND THAT THE OFFERING MAY BE MADE ONLY TO THOSE NON-ACCREDITED RESIDENTS OF NEW YORK WHO: HAVE A NET WORTH (ALONE OR JOINTLY WITH A SPOUSE, BUT EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) OF THREE TIMES THE AMOUNT OF THE INVESTMENT AND AN ADJUSTED GROSS INCOME (ALONE OR JOINTLY WITH A SPOUSE, BUT EXCLUSIVE OF HOME, HOME FURNISHINGS AND AUTOMOBILES) OF FIVE TIMES THE AMOUNT OF THE INVESTMENT.

ALL DOCUMENTS, RECORDS AND BOOKS PERTAINING TO THIS INVESTMENT WILL BE MADE AVAILABLE FOR INSPECTION BY EACH NEW YORK INVESTOR AND HIS OR HER ATTORNEY, ACCOUNTANT OR PURCHASER REPRESENTATIVE. THE BOOKS AND RECORDS OF THE ISSUER WILL BE A V AILABLE AT ITS PRINCIPAL PLACE OF BUSINESS UPON REASONABLE NOTICE FOR INSPECTION BY INVESTORS AT REASONABLE HOURS.

NOTICE TO OHIO RESIDENTS

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE OHIO SECURITIES ACT (THE "OHIO ACT"), AND THEREFORE CANNOT BE RESOLD OR TRANSFERRED BY THE INVESTOR EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE OHIO ACT, OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER THE OHIO ACT.

NOTICE TO OKLAHOMA RESIDENTS

THE SECURITIES OFFERED HEREIN HAVE NOT BEEN REGISTERED UNDER THE OKLAHOMA SECURITIES ACT (THE "OKLAHOMA ACT”), AND THEREFORE CANNOT BE RESOLD OR TRANSFERRED BY THE INVESTOR IN A TRANSACTION WHICH IS EXEMPT UNDER THE OKLAHOMA ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER THE OKLAHOMA ACT.

NOTICE TO OREGON RESIDENTS

THE SECURITIES OFFERED HEREIN HAVE NOT BEEN REGISTERED WITH THE DIRECTOR OF THE DEPARTMENT OF INSURANCE AND FINANCE FOR THE STATE OF OREGON. THE INVESTOR MUST RELY ON THE INVESTOR’S EXAMINATION OF THE COMPANY CREATING THE SECURITIES, AND THE TERMS OF THE OFFERING, INCLUDING THE MAKING OF AN INVESTMENT DECISION ON THESE SECURITIES.

NOTICE TO PENNSYLVANIA RESIDENTS

EACH SUBSCRIBER WHO IS A PENNSYLVANIA RESIDENT HAS THE RIGHT TO CANCEL AND WITHDRAW HIS OR HER SUBSCRIPTION AND HIS OR HER PURCHASE OF SECURITIES THEREUNDER, UPON WRITTEN NOTICE TO THE COMPANY GIVEN WITHIN TWO (2) BUSINESS DAYS FOLLOWING THE RECEIPT BY THE

COMPANY OF HIS OR HER EXECUTED SUBSCRIPTION AGREEMENT. ANY NOTICE OF CANCELLATION OR WITHDRAWAL SHOULD BE MADE BY TELEGRAM, CERTIFIED OR REGISTERED MAIL AND WILL BE EFFECTIVE UPON DELIVERY TO WESTERN UNION OR DEPOSIT IN THE UNITED STATES MAIL, POSTAGE OR OTHER TRANSMITTAL FEES PREPAID. UPON SUCH CANCELLATION OR WITHDRAWAL, THE SUBSCRIBER WILL HAVE NO OBLIGATION OR DUTY UNDER THE SUBSCRIPTION AGREEMENT TO THE COMPANY OR ANY OTHER PERSON AND WILL BE ENTITLED TO THE FULL RETURN OF ANY AMOUNT PAID BY HIM OR HER, WITHOUT INTEREST. NEITHER THE PENNSYLVANIA SECURITIES COMMISSION NOR ANY OTHER AGENCY PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING, AND ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

PENNSYLVANIA SUBSCRIBERS MAY NOT SELL THEIR SECURITIES FOR ONE YEAR FROM THE DATE OF PURCHASE IF SUCH A SALE WOULD VIOLATE SECTION 203(D) OF THE PENNSYLVANIA SECURITIES ACT.

PENNSYLVANIA RESIDENTS, WHO ARE NOT ACCREDITED INVESTORS, MUST MEET THE SUITABILITY REQUIREMENTS SET FORTH IN THIS MEMORANDUM AND MUST HAVE A NET WORTH (EXCLUSIVE OF HOME, HOME FURNISHINGS AND PERSONAL AUTOMOBILES) OF AT LEAST FIVE (5) TIMES THE AMOUNT OF THE PROPOSED INVESTMENT.

NOTICE TO RHODE ISLAND RESIDENTS

ALTHOUGH THE SECURITIES HEREIN DESCRIBED HAVE BEEN EXEMPTED FROM REGISTRATION PURSUANT TO TITLE 7, CHAPTER 11, OF THE RHODE ISLAND GENERAL LAWS, SUCH EXEMPTION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE RHODE ISLAND DEPARTMENT OF BUSINESS REGULATION THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, ACCURATE OR NOT MISLEADING.

NOTICE TO SOUTH CAROLINA RESIDENTS

THESE SECURITIES ARE OFFERED PURSUANT TO A CLAIM OF EXEMPTION UNDER THE SOUTH CAROLINA UNIFORM SECURITIES ACT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS NOT BEEN FILED WITH THE SOUTH CAROLINA SECURITIES COMMISSIONER. THE COMMISSIONER DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF ANY SECURITIES, NOR DOES IT P ASS UPON THE ACCURACY OR COMPLETENESS OF THIS PRIV A TE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NOTICE TO SOUTH DAKOTA RESIDENTS

EACH SOUTH DAKOTA RESIDENT PURCHASING ONE OR MORE WHOLE OR FRACTIONAL SECURITIES MUST WARRANT THAT HE HAS EITHER A MINIMUM ANNUAL GROSS INCOME OF $30,000.00 OR A MINIMUM NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES) OF $75,000.00. ADDITIONALLY, EACH INVESTOR WHO IS NOT AN ACCREDITED INVESTOR OR WHO IS AN ACCREDITED INVESTOR SHALL NOT MAKE AN INVESTMENT IN THIS PROGRAM IN EXCESS OF TWENTY PERCENT (20%). OF HIS NET WORTH (EXCLUSIVE OF HOME, FURNISHINGS AND AUTOMOBILES).

NOTICE TO TENNESSEE RESIDENTS

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.
THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSIONS OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE TENNESSEE SECURITIES ACT OF 1993, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.
NOTICE TO TEXAS RESIDENTS

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE TEXAS SECURITIES ACT, AS AMENDED, AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT. THE SECURITIES ARE SUBJECT TO RESTRICTION ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED NOR DISAPPROVED BY THE SECURITIES COMMISSION, ANY STATE SECURITIES COMMISSION NOR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON NOR ENDORSED THE MERITS OF THIS OFFERING NOR THE ACCURACY NOR ADEQUACY OF THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

NOTICE TO TEXAS RESIDENTS

THE SECURITIES OFFERED HEREUNDER HAVE NOT BEEN REGISTERED UNDER APPLICABLE TEXAS SECURITIES LAWS AND, THEREFORE, ANY PURCHASER THEREOF MUST BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE SECURITIES CANNOT BE RESOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER SUCH SECURITIES LAWS OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. FURTHER, PURSUANT TO §109.13 UNDER THE TEXAS SECURITIES ACT, THE COMPANY IS REQUIRED TO APPRISE PROSPECTIVE INVESTORS OF THE FOLLOWING: A LEGEND SHALL BE PLACED, UPON ISSUANCE, ON CERTIFICATES REPRESENTING SECURITIES PURCHASED HEREUNDER, AND ANY PURCHASER HEREUNDER SHALL BE REQUIRED TO SIGN A WRITTEN AGREEMENT THAT HE WILL NOT SELL THE SUBJECT SECURITIES WITHOUT REGISTRATION UNDER APPLICABLE SECURITIES LAWS, OR EXEMPTIONS THEREFROM.

NOTICE TO UTAH RESIDENTS

THESE SECURITIES ARE BEING OFFERED IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE UTAH SECURITIES ACT. THE SECURITIES CANNOT BE TRANSFERRED OR SOLD EXCEPT IN TRANSACTIONS WHICH ARE EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR IN A TRANSACTION WHICH IS OTHERWISE IN COMPLIANCE WITH THE ACT.

NOTICE TO VIRGINIA RESIDENTS

THE SECURITIES OF THE COMP ANY HA VE NOT BEEN REGISTERED UNDER THE VIRGINIA SECURITIES ACT (THE "VIRGINIA ACT"), AND THEREFORE CANNOT BE RESOLD OR TRANSFERRED BY THE INVESTOR EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER THE ACT.

NOTICE TO WASHINGTON STATE RESIDENTS

THE ADMINISTRATOR OF SECURITIES HAS NOT REVIEWED THE OFFERING OR OFFERING CIRCULAR AND THE SECURITIES HA VE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF WASHINGTON, CHAPTER 21.20 RCW, AND, THEREFORE, CANNOT BE RESOLD UNLESS THEY ARE REGISTERED UNDER THE SECURITIES ACT OF WASHINGTON, CHAPTER 21.20 RCW, OR UNLESS AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

NOTICE TO WISCONSIN RESIDENTS

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY IN THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SECURITIES HAVE NOT BEEN RECOMMENDED BY AND FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY, OR DETERMINED THE ADEQUACY, OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR UNITED KINGDOM RESIDENTS ONLY

NO PROSPECTUS IN RESPECT OF THE SECURITIES BEING OFFERED HEREBY HAS BEEN OR SHALL BE PREPARED AND FILED IN THE UNITED KINGDOM BY THE ISSUER PURSUANT TO THE UNITED KINGDOM PUBLIC OFFERS OF SECURITIES REGULATIONS 1995. ACCORDINGLY, THE SECURITIES BEING OFFERED HEREBY MAY NOT BE SOLD OR REOFFERED, OR RESOLD TO PERSONS IN THE UNITED KINGDOM EXCEPT TO PERSONS WHOSE ORDINARY ACTIVITIES INVOLVE THEM IN ACQUIRING, HOLDING, MANAGING, OR DISPOSING OF INVESTMENTS (AS PRINICPAL OR AGENT) FOR THE PURPOSES OF THEIR BUSINESSES, OR OTHERWISE IN CIRCUMSTANCES THAT WILL NOT CONSTITUTE OR RESULT IN AN OFFER TO THE PUBLIC IN THE UNITED KINGDOM WITHIN THE MEANING OF THE UNITED KINGDOM PUBLIC OFFERS OF SECURITIES REGULATIONS 1995. THIS MEMORANDUM MAY NOT BE PASSED TO ANY ENTITY IN THE UNITED KINGDOM WHICH DOES NOT FALL WITHIN ARTICLE 11(3) OF THE FINANCIAL SERVICES ACT OF 1986 (INVESTMENT ADVERTISMENTS) (EXCEPTIONS) ORDER 1995 OR WHO IS NOT OTHERWISE AN ENTITY TO WHOM THE DOCUMENT MAY LAWFULLY BE ISSUED OR PASSED.

NOTICE TO NON-UNITED STATES RESIDENTS

IT IS THE RESPONSIBILITY OF ANY PERSON WISHING TO PURCHASE THE UNITS TO SATISFY THEMSELVES AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

OFFERING OVERVIEW

This Confidential Private Placement Memorandum (this "**Memorandum**") relates to the offer (this "**Offering**") of limited liability company interests (the "**Member Units**") of NXS CRYPTO FUND, LLC ("**we**", "**us**", "**our**", or the "**Company**"). The Company is a limited liability company governed by Delaware law, formed primarily to invest in the cryptocurrency and digital assets market using defined risk strategies. The Company maintains its principal place of business at the offices of Block Capital Investments LLC (the "**Manager**") at 1200 E. Las Olas Blvd., Suite 500, Fort Lauderdale, FL 33301.

Prospective Investors, by investing with the Company, will be investing in a company that purchases and trades cryptocurrency and other digital assets (i.e BTC, ETH, EGLD, LINK, ATOM, etc) and other sophisticated investment strategies (the "**Services**"). In the absence of such an investment vehicle, an investor may not ordinarily be able to access the same investment and lending opportunities. The Manager will direct the actions of the Company, in Manager's sole discretion, and the Company's revenue from such investment activities will be distributed to the Company's equity owners in accordance with the Company's Operating Agreement, as may be amended (the "**Operating Agreement**"). There can be no assurance these objectives will be achieved.

The Member Units will not be registered under the Securities Act of 1933, as amended (the "**Securities Act**"), or any securities laws, rules or regulations of any state, but will be issued in reliance on the exemptions from registration provided for under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. Additionally, the Company will not be registered as an investment company under the U.S. Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder (collectively, the "**Investment Company Act**"). Consequently, investors will not be afforded the protections of the Investment Company Act.

This Memorandum explains some of the risks associated with an investment in the Member Units. Offers and sales of Member Units will be made only to "accredited investors". If you do not meet these qualifications, please immediately return this Memorandum to the Manager's address indicated on the first page.

This Memorandum is confidential. No person has been authorized to give any information or to make any representations in connection with the offer made by this Memorandum unless preceded or accompanied by this Memorandum, nor has any person been authorized to give any information or to make any representations other than that contained in this Memorandum and, if given or made, such information or representations must not be relied upon. This Memorandum does not constitute an offer or solicitation in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. Neither the delivery of this Memorandum nor any sale made hereunder shall, under any circumstances, create an implication that there has been no change in the affairs of the Company since the date hereof. This Offering is being made by the Company through principals and/or officers of the Manager without any compensation or commission.

By accepting this Memorandum, the recipient agrees: (i) to keep confidential all information contained herein; (ii) not to disclose all or any part of such information to any third party other than persons who advise the recipient in connection with this Offering without the prior written consent of the Manager; (iii) not to make copies of all or any part of this Memorandum without the prior written consent of the Manager; and (iv) upon request, to return promptly to the Manager this Memorandum and all information related to it, without retaining copies, in the event that the recipient does not subscribe for Member Units. The Company reserves the right to cancel or modify the Offering, to reject subscriptions for Member Units in whole or in part for any or no reason, to waive conditions to the purchase of Member Units, and to accept a limited number of investors.

WHO SHOULD CONSIDER THIS INVESTMENT

Investment in the Company involves significant risks and is not a suitable investment for all Prospective Investors. See "Risk Factors."

The Member Units offered hereby are being privately offered in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder for sales not involving a public offering. The exemptions upon which the Company is relying in part require that, immediately before the sale of any Member Units to a Prospective Investor is made, the Company and those acting on its behalf are obligated to make a reasonable inquiry to determine if a Prospective Investor is acquiring the Member Units for its own account and to take appropriate steps to preclude a disposition of the Member Units to assure that Prospective Investors are not underwriters within the meaning of Section 2(a)(11) of the Securities Act.

As part of the Company's efforts to comply with these requirements for exemption from registration under the Securities Act (and for exemptions from registration under applicable state securities laws), in addition to the requirement that all Prospective Investors be "accredited investors" as defined in Regulation D promulgated under the Securities Act, the Company has established the following minimum suitability standards for Prospective Investors in the Member Units:

(a) a Prospective Investor must be acquiring the Member Units for investment and not with a view to resale or distribution;

(b) a Prospective Investor must be able to bear the economic risk of losing its entire investment;

(c) a Prospective Investor's overall commitment to speculative investments is not disproportionate to its net worth; and

(d) a Prospective Investor, either personally or together with its purchaser representative, must have the requisite knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Member Units

THE SUITABILITY STANDARDS ABOVE REPRESENT MINIMUM SUITABILITY REQUIREMENTS FOR PROSPECTIVE INVESTORS, AND THE SATISFACTION OF SUCH STANDARDS BY A PROSPECTIVE INVESTOR DOES NOT NECESSARILY MEAN THAT THE MEMBER UNITS ARE A SUITABLE INVESTMENT FOR SUCH PROSPECTIVE INVESTOR.

Representations of each Prospective Investor regarding the foregoing will be reviewed to determine the suitability of such persons, and the Company will have the right to refuse a subscription for Member Units if, in

its sole discretion, the Company believes such Prospective Investor does not meet the applicable suitability requirements or the Member Units are otherwise an unsuitable investment for such Prospective Investor.

Substantial Means and Net Worth

Investment in the Company is suitable only for Prospective Investors who have no need for liquidity in this investment and who have adequate means of providing for their current needs and personal contingencies. Member Units are being offered only to Prospective Investors who qualify as "accredited investors" under applicable federal securities laws. A Prospective Investor who is a natural person will qualify as an "accredited investor" if such Prospective Investor has either (1) a net worth (including both liquid and illiquid assets, but excluding (i) the fair value of such person's primary residence and (ii) any debt encumbering such primary residence, but only to the extent such debt is less than the fair value of such residence) of at least $1,000,000 (determined on a joint basis with such individual's spouse) or (2) annual income of at least $200,000 (or $300,000 on a joint basis with such Prospective Investor's spouse) for each of calendar years of 2019 and 2020, and expects to have annual income of at least $200,000 (or $300,000 on a joint basis with such Prospective Investor's spouse) for calendar year 2021. Accreditation standards for Prospective Investors other than natural persons (entities such as corporations, partnerships and trusts) are more complex. Ordinarily, entities must have total assets of over $5,000,000 and must not have been formed for the specific purpose of acquiring the Member Units. In addition, certain other entities may also be deemed suitable but, ordinarily, only if every owner of a beneficial interest in such an entity satisfies either standard (1) or standard (2) above for natural persons. The satisfaction of these requirements will not necessarily result in approval of a Prospective Investor.

The Company will require Prospective Investors to complete, execute and deliver an Investor Suitability Questionnaire in the form attached hereto as Exhibit A and a Subscription Agreement in the form attached hereto as Exhibit B, in which each Prospective Investor warrants and represents that it is an "accredited investor" under applicable federal securities laws. The Company will not accept subscriptions from any Prospective Investor who is not such an "accredited investor."

Furthermore, the Company may rely upon an exemption promulgated under the Securities Act of 1933. Accordingly, the Company may be required to take reasonable steps to verify that all Prospective Investors in this offering are accredited investors as defined in Rule 501(a). Although you may have invested in similar offerings in the past where such documentation was not a requirement, the Company may require you to provide (i) documentation evidencing that you meet the criteria to qualify as an accredited investor, (ii) a letter from an accountant, lawyer, broker-dealer or other financial professional certifying your status as an accredited investor, or (iii) both prior to accepting a subscription for Member Units.

THE ACCEPTANCE OF A SUBSCRIPTION FOR MEMBER UNITS COMPANY DOES NOT CONSTITUTE A DETERMINATION BY THE COMPANY THAT THE INVESTMENT IS SUITABLE FOR A PROSPECTIVE INVESTOR.

Ability and Willingness to Accept Risks

The economic benefit from investment in the Company depends on many factors beyond the control of the Company, including general economic conditions and inflation. Accordingly, the suitability of investment in the Company will depend for any particular person upon, among other things, such person's investment objectives and such person's ability to accept speculative risks. See "Risk Factors."

Ability to Accept Limitations on Transferability

A Prospective Investor must bear the economic risk of investment for an indefinite period of time. Prospective Investors may not be able to liquidate their investment in the event of emergency or for any other reason because there is no established market for the Member Units. Since the number of Prospective Investors is limited and since significant restrictions on transferability of Member Units exist, it is extremely unlikely that any such market will develop. Neither the Member Units being offered hereby are convertible, have been registered under the Securities Act, or under the securities laws of any state, and, therefore, cannot be resold unless they are subsequently registered under said Act and/or such state securities laws, or unless an exemption from either or both is available. In addition, the transferability of Member Units is subject to certain restrictive limitations contained in the Operating Agreement. Transfers of Member Units generally will be subject to the requirement that any transferee meet suitability standards similar to those described under "Who Should Consider This Investment" and any such resale will be subject to various restrictions.

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TABLE OF CONTENTS

SUMMARY OF TERMS

The following is a summary ("**Summary**") of the principal terms and conditions for investment in the Member Units of NXS CRYPTO FUND, LLC, a Delaware limited liability company (the "**Company**"). The terms and conditions set forth hereafter are qualified in their entirety by their more thorough treatment in this Memorandum and the Operating Agreement. This summary alone does not constitute an offer to sell Unit(s) in the Company. An offer may be made only by an authorized representative of the Company and the recipient must receive a complete Memorandum, including all Exhibits.

The Company	NXS CRYPTO FUND, LLC ("**we**," "**us**," "**our**," "**Fund**," or the "**Company**") is a limited liability company governed by the laws of the State of Delaware. The Company principal place of business is 1200 E. Las Olas Blvd., Suite 500, Fort Lauderdale, FL 33301. The Company's main telephone number is (954) 691-3183.
Manager	Block Capital Investments LLC (hereinafter the "Manager" and "General Partner"), a Florida limited liability company, serves as the investment manager of the Fund. The Manager is controlled by Brent Campbell (the "Principal"). The Manager has ultimate responsibility for the management, operations and investment decisions made on behalf of the Fund.
Purpose	The Company was formed to engage in the Services in order to make consistent returns on purchased securities, commodities, and other interests.
Capitalization	The Company may admit new Members and accept capital contributions as of the first day of each month or such other day as the Manager may determine in its sole discretion (each, a "Subscription Date").
Offering	The Company is currently offering, pursuant to this Memorandum, limited liability company interests in the Company (the "Member Units") to certain qualified investors that, if accepted, will become Members. The Company, in the Manager's sole discretion, may establish additional classes of Member Units (each class of Member Units of the Company, a "Class of Units") and enter into Side Letter Agreements that provide for different or additional terms than those described in this Memorandum, including by way of example different management fee rates, incentives, information rights and withdrawal rights. The Company may establish new Classes of Units and enter into Side Letter Agreements without providing notice to, or receiving consent from, the Members. The Manager may, in its sole discretion, determine the terms of such Classes of Units and Side Letter Agreements. The Manager may increase or extend the Offering in its sole and absolute discretion.
Number of Member Units Offered	25,000,000 Member Units ($25,000,000), expandable in the Manager's sole and absolute discretion.
Purchase Price	$1.00 per Member Unit (the "**Purchase Price**"). The Purchase Price represents the aggregate capital commitment per Member Unit.
Subscriptions; Minimum Participation	Each Prospective Investor must subscribe for a minimum of $100,000 Capital Committed Per Investor in total capital commitments, subject to acceptance of a lesser subscription amount by the Manager in its sole and absolute discretion. Each Prospective Investor whose subscription is accepted and is admitted as a member of the Company is sometimes referred to herein as a "**Member Unit**

	Holder." The total capital commitment of any Prospective Investor will be due and payable upon execution and acceptance of the Subscription Agreement.
Closing	The initial closing will occur as determined by the Manager. The Manager intends to have its initial closing upon at least $1,000,000 in subscriptions (the "Target Minimum"). However, the Company may reduce the Target Minimum at it's sole discretion. Subsequent closings are authorized and may occur during the 12 month period following the initial closing as approved by Manager.
Payment of Purchase Price	A Member Unit Holder's capital commitment will be due and payable upon not less than 10 days' prior written notice of a closing pursuant to one or more capital calls by the Manager. All capital contributions are to be made in immediately available funds (in US dollars), unless otherwise approved by Manager and it's sole discretion.
Use of Proceeds	See the section of this Summary entitled "Use of Proceeds" below. In general, the proceeds of this Offering will be used to pay legal, accounting and other professional fees and then to invest in the Services.
Term of Company	Unless earlier dissolved (as provided below), the term of the Company will be five (5) years from the initial closing, but may be extended at the sole and absolute discretion of the Manager for up to three additional one-year periods.
Preferred Returns	Member Unit Holders will be entitled to a priority return of 5.0% per annum ("Preferred Return") on their unreturned capital contribution balances.
Incentive Allocation/Carried Interest	The Company will reallocate from each Capital Account of each Member to the Capital Account of the General Partner an amount (the "Incentive Allocation") equal to the result of the Incentive Allocation Rate multiplied by the amount of the net capital appreciation allocated to such Capital Account of such Member after reduction by an amount equal to the amount of the Management Fee debited to such Capital Account. The Incentive Allocation will also 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 Interest transferred) and in connection with the termination of the Company. The "Incentive Allocation" means 20%. The Incentive Allocation will be determined separately with respect to each Capital Account established for a 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 Member has not appreciated, or has depreciated in value during the same period. In the sole discretion of the Manager, the Incentive Allocation may be waived, reduced or calculated differently with respect to the Capital Account(s) of any Member.

Distributions	Prior to and following dissolution of the Company, non-liquidating and liquidating distributions will be made in the following order and priority pursuant to the terms of the Operating Agreement: First, 100% to the holders of Member Unit Holders pro rata in proportion to their respective unpaid Preferred Returns on a cumulative basis equal to the Preferred Return; Second, 100% to holders of Member Unit Holders until distributions to such holders of Member Unit Holders on a cumulative basis is equal to such Member Unit Holders Capital Contributions; Third, for holders (i) 80% to Member Unit Holders pro rata in proportion to the number of Member Units held by each such holder and (ii) 20% to Manager as Incentive Allocation; and
Management	The Company will be managed by the Manager who shall be responsible for overseeing the day-to-day operations of the Company. The Manager may appoint officers of the Company, including, without limitation, a president, treasurer and secretary, and such other officers as the Manager deems necessary or advisable and may also employ or contract with other persons to manage the Company's activities, including but not limited to, industry professionals, engineers, analysts, investment advisors, accountants, attorneys, risk managers, statisticians, computer technicians, bankers, consultants, etc. A description of the Manager and certain of its principals is set forth in "The Manager".
Manager Removal Only for Cause	The Manager may only be removed for "cause" by the affirmative vote of Member Unit Holders holding at least 75% (a supermajority-in-interest) of the outstanding Member Units held by Members.
Voting Rights	Except as otherwise expressly provided in the Operating Agreement, the Member Unit Holders shall have no voting, approval or consent rights. With respect to matters submitted to the Member or a group of Members, each Unit shall have one (1) vote.
Protective Provisions	The Company will not, without first obtaining the approval of Members holding at least a majority of the outstanding Units held by Members: (i) sell, exchange, or otherwise dispose of all, or substantially all, of the Company's assets occurring as part of a single transaction or series of related transactions, except in the orderly liquidation and winding up of the business of the Company following the Company's dissolution; (ii) merge or consolidate the Company with or into one or more other business entities, provided, that with respect to a merger or consolidation of the Company with a general or limited partnership that is the

	surviving or resulting entity, in no event shall a Member be required to become a general partner or become personally liable for any obligations as a result of the merger or consolidation without such Member's express written consent; (iii) convert the Company to another entity, provided, that with respect to a conversion of the Company to a general or limited partnership, in no event shall a Member be required to become a general partner or become personally liable for any obligations as a result of the conversion without such Member's express written consent; or (iv) effect any transaction or take any action described in the Operating Agreement as requiring the vote, consent or approval of the Members, provided, that if the provision of Operating Agreement requiring such vote, consent or approval calls for the vote, consent or approval of a higher level of approval of the Members or the vote, consent or approval of certain specified Members, then such transaction or action shall require the vote, consent or approval of such higher level of approval of the Members or such specified Members.
Protective Provisions	The Company will not, without first obtaining the approval of Member Unit Holders holding at least a majority of the outstanding Member Units held by Member Unit Holders: (i) amend, repeal, waiver, modify, alter or change any of the Company's organizational document so as to adversely affect the preferences, rights, privileges or powers of, or restrictions provided for the benefit of, the Member Unit Holders; (ii) authorize or issue, or obligate the Company to create or issue, any equity security of the Company, including any other security convertible into or exercisable for any equity security of the Company, having preferential rights to distributions (liquidating or non-liquidating) superior to the Member Units; or (iii) agree or commit to any of the foregoing.
Indemnification	The Company will indemnify the Manager and its managers, members, officers, employees, affiliates and agents, against all claims, liabilities, costs and expenses, including legal fees, judgments and amounts paid in settlement, as incurred by them, by reason of their actions taken or omitted in connection with the Company's business or on behalf of the Company, its subsidiaries, or the members of the Company, other than for recklessness, willful misconduct gross negligence or knowing violation of the law.
Valuation	The determination of the fair market value of any asset, interest in the Company, and the amount of any liability, will be made by the Manager, and will be binding and conclusive upon all Members in the absence of bad faith. Spot positions - Crypto currencies are traded 24 hours a day, these will be valued on the last calendar day of the period for period end portfolio valuation using Last traded price as of 5pm ET on the exchange (in below order of preference) : 1. Coinbase (erstwhile GDAX) 2. Kraken 3. Binance

	Any cryptocurrency where price is not provided by the above exchanges will be valued from the centralized exchange where it is traded. If traded elsewhere, then it should be valued as per the Valuation Team suggestion. Derivatives - Valuation of Cryptocurrency derivative positions (other than options) will be based on the last traded price as of 5pm ET of that contract on such exchange, where it is listed or traded using the given contract size and cost basis. Such derivative valuation will be then further applied on the basis of spot underlying price. However, if the valuation is in fiat currency then the same will be the final valuation of that contract. Options contracts will be valued at an average of the ask and bid price (last traded price if both ask and bid prices are not available) as of 5pm ET on such an exchange or recognized OTC platform, where it is listed or traded. If such an exchange or recognized OTC platform publishes only day-end prices (not specifically 5pm ET) then valuation will be according to that published price on the last calendar day (or last day when the prices are available) of the period. If the same option contract is traded on more than one exchange (including a recognized OTC platform) then it will be valued preferably on such exchanges where the contract size is greater. Once a currency starts trading on a centralized exchange, it will be valued as per policy mentioned above. If the currency is listed (start trading) on any other exchanges or decentralized exchange, then the valuation team will be notified on this for further analysis. Mining/ Staking/ Fork – These events in crypto currencies will be verified independently. Accounting treatment (split/bonus/cost adjustment) will be processed as the event is verified independently.
Fees & Expenses	*Management Fee*: The Manager shall receive an annual fee in the amount of 2% of the total capital contributions made to the Company for it's services as Fund Manager to the Company and its Subsidiaries (the "Management Fee") payable in quarterly installments and accrued in arrears. However, the Manager may not include any Capital Contributions made by the Manager, or any of their affiliates in the capital contributions for the purposes of determining the Management Fee. *Administrative Services Fee*: At the Manager's sole discretion, Manager may perform or engage a third-party to perform and render administrative, tax, and accounting services to the Company and its Subsidiaries in exchange for an annual payment in the amount of no more than 2% of the total assets under management as provided for in the Services Agreement as defined below. (the "**Administrative Services Fee**"). *Company Expenses*: See the detailed description of the reimbursable expenses of the Company and Manager in the "*The Manager and Management Team*" section below.

Other Activities of the Manager	Nothing in this Memorandum or the Operating Agreement limits or restricts the Manager, its affiliates or any of their respective directors, managers, shareholders, members, partners, officers, employees and agents, from engaging or investing or co-investing with Company, independently or with others, in any business activity of any type or description, including those that might be the same as or similar to the Company's business or that might be in direct or indirect competition with the Company. (See "Operating Agreement" attached hereto as Exhibit C and "Conflicts of Interest").
Lock-Up	Member Units are subject to a lock-up period of one (1) year beginning on the date of the Subscription Agreement and in accord with the Operating Agreement (the "Lock-Up Period"). Prior to the expiration of the lock-up period, a Member, without the prior written consent of Manager, shall not (i) issue, sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate, with respect to any Member Units, (ii) file or cause to become effective a registration statement under the Securities Act relating to the offer and sale of any Member Units, (iii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Member Units, whether any such transaction is to be settled by delivery of Member Units or such other securities, in cash or otherwise or (iv) publicly announce an intention to effect any transaction specified in clause (i), (ii) or (iii), except, in each case, for the sale of the Units. Upon the expiration of the lock-up period, a Member shall have the right to transfer the Member Units with no restrictions, unless otherwise provided in the Operating Agreement.
Transfer Restrictions	In addition to the Lock-Up Period, the Member Units will be subject to a number of restrictions on transfer, including the consent of the Manager, which consent may be given or withheld by the Manager in its sole and absolute discretion; provided, however, certain permitted transfers (*i.e.*, transfers to another Member, a family member or affiliates) by an investor may not require the consent of the Manager. Any transfer made in violation of such restrictions shall be null and void. Unless admitted as a Member in accordance with the terms of the Operating Agreement, the transferee of any Member Unit shall not be a "member" but shall be an assignee having only the economic rights attributable to the transferred Units (*i.e.*, the right to allocations of profit and losses and distributions attributable to such Units).
Member Meetings	No meetings of the Members are required. However, meetings of the Members may be called by the Manager or Members holding at least 10% of the Member Units.
Dissolution	The Company shall dissolve upon the earliest of the following to occur: (i) the affirmative vote or written consent of General Partner and a majority vote of the Member Units held by Members to dissolve, wind up, and liquidate the Company; (ii) the sale or other disposition of all or substantially all of the assets of the Company; (iii) the entry of a decree of judicial dissolution; or (iv) the termination of the legal existence of the last remaining Member of the Company or the

	occurrence of any other event which terminates the continued membership of the last remaining Member of the Company.
Risk Factors	The purchase of Member Units by a Prospective Investor is speculative and involves a high degree of risk. (See "Risk Factors").
Suitability of Investors	See "Who May Invest" above. This Offering is only made to accredited investors who satisfy the criteria provided for herein.
Securities Matters	The Member Units are not being registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), and must be acquired for investment purposes only and not with a view to the distribution thereof. Offers of the Member Units will be made only to qualified investors under applicable law. Accordingly, each investor must be an "accredited investor" as such term is defined in Rule 501(a) of Regulation D as promulgated under the Securities Act (see "Who May Invest").
Subscription Procedure	Pursuant to Regulation D, Prospective Investors may be required to provide the Company with documentation evidencing such Prospective Investor's status as an accredited investor. To subscribe for Member Units, a Prospective Investor must complete the Investor Suitability Questionnaire attached hereto as Exhibit A, along with the documentation required by the Company, and the Subscription Agreement attached hereto as Exhibit B (the "**Subscription Documents**"), pursuant to which such Prospective Investor will subscribe to purchase a number of Member Units.

SOURCES OF INFORMATION

This Memorandum contains summaries of and references to certain documents which are believed to be accurate and reliable. Further information concerning these documents and other information referenced herein is available for your inspection or your duly authorized financial consultants and advisors at the Company's office in 1200 E. Las Olas Blvd., Suite 500, Fort Lauderdale, FL 33301 to the extent available. NO REPRESENTATIVE OF THE MANAGER OR THE COMPANY HAS BEEN AUTHORIZED TO GIVE YOU ANY INFORMATION OTHER THAN THAT SET FORTH IN THIS MEMORANDUM.

REPRESENTATIONS

This Memorandum has been prepared to provide you with information concerning the risk factors, terms and proposed activities of the Company and to help you make an informed decision before subscribing for Member Units. However, neither the delivery of this Memorandum to you nor any sales made hereunder shall create any implication that there has been no change in our affairs since the date on the cover of this Memorandum.

This Memorandum does not constitute an offer or solicitation to anyone in any state or jurisdiction in which such an offer or solicitation is not authorized. Any reproduction or distribution of this Memorandum in whole or in part or the divulgence of any of its contents without our prior written consent is strictly prohibited. By accepting delivery hereof, you agree to return this Memorandum and all associated documents to the address on the cover unless you purchase Member Units.

We reserve the right to proceed with our objectives at any time. No minimum number of Member Units needs to be sold prior to our use of the proceeds of this Offering. We reserve the right to terminate this Offering without notice at any time.

This Offering is only available to "**accredited investors**" as defined by Rule 501(a) of Regulation D of the Securities Act. The Member Units will not be registered under the Securities Act or any securities laws, rules or regulations of any state, but will be issued in reliance on the exemptions from registration provided for under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. No public market exists for the Member Units and no public market is expected to develop in the foreseeable future.

The Member Units are considered "**restricted securities**" as such term is defined under federal and state securities laws, and cannot be subsequently sold or transferred without registration or reliance, to the satisfaction of counsel for the Company, that an exemption from registration is available. You should be aware that no market for the Member Units presently exists and there can be no assurance that a market will ever materialize.

We are not currently subject to ongoing information disclosure requirements of the Securities Exchange Act of 1934, as amended, and most likely will not be subject to such requirements after the completion of this Offering. Accordingly, we are not required to provide annual reports to the Member Unit subscribers, although we plan to keep Members apprised of the Company's activities and progress from time to time.

1. INVESTMENT STRATEGY

The following discussion of the Company's business plan is intended only to provide an overview of potential strategies which may be used by the Company but which are subject to change as market conditions may warrant.

AUTHORITY OF THE COMPANY

The Company was organized as a private limited liability company on August 25, 2021.

BUSINESS OBJECTIVES AND GENERAL STRATEGY

The Company intends to utiltize the investment proceeds to consistently generate cash flows and investment returns by engaging in the Services.

The term of the Company will be five (5) years from the initial closing, but may be extended at the discretion of the Manager for consecutive one-year periods. The Manager expects to engage in various purchases and trades of cryptocurrency and other digital assets (i.e BTC, ETH, EGLD, LINK, ATOM, etc) and other sophisticated investment strategies throughout the term of the Company, but will consider the closing of the Company in conjunction with the term of any investment considering the period of time needed to liquidate any collateral.

The Manager or the Company may enlist outside advisors to assist in the research and due diligence of potential investments. Each potential investment is carefully screened to meet the risk parameters established by the Manager.

COMPETITIVE ADVANTAGES

The advantages of the Company's structure include, but are not limited to: using proprietary advanced trading strategies in the trading of cryptocurrency and other digital assets.

Liquidity

A key challenge with individual investments can be liquidity. The effectiveness of the strategies implemented by the Manager minimizes the risks to liquidity of the assets of the Company.

Income

The Company will invest using proprietary advanced strategies in the trading of cryptocurrency and other digital assets (i.e BTC, ETH, EGLD, LINK, ATOM, etc). While the investments may generate current income, the Company intends to reinvest any and all such income during the life of the fund to increase overall returns.

RISK FACTORS

INVESTMENT IN THE MEMBER UNITS INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE REGARDED AS SPECULATIVE. AS A RESULT, THE PURCHASE OF THE MEMBER UNITS SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN REASONABLY AFFORD A LOSS OF THEIR ENTIRE INVESTMENT. PROSPECTIVE INVESTORS SHOULD CAREFULLY CONSIDER, IN ADDITION TO THE MATTERS PREVIOUSLY DISCUSSED, THE RISK FACTORS DESCRIBED BELOW. YOU SHOULD REVIEW THE RISKS OF THIS INVESTMENT WITH YOUR LEGAL AND FINANCIAL ADVISORS.

GENERAL RISK CONSIDERATIONS

This investment is speculative and involves a high degree of risk.

The Member Units being offered should be considered a speculative investment that involves a high degree of risk. Therefore, you should thoroughly consider all of the risk factors discussed herein. You should understand that there is a possibility that you will lose your entire capital contribution. You should not invest in the Company if you are in any way dependent upon the funds used to acquire Member Units.

Forward-Looking Statements.

Some statements and information in this Memorandum and the other documents associated with this Offering represent Manager's expectations and involve certain risks and uncertainties. These forward-looking statements may be identified by the use of words such as "may," "will," "expect," "intend," "anticipate," "estimate," "believe," "plan," "project" or other similar language. The Company and the Manager has based these forward-looking statements on their current expectations and projections about future events. The Company and the Manager believes that the expectation and assumptions that have been made with respect to these forward-looking statements are reasonable. However, such expectations and assumptions may prove to be incorrect. A number of factors could lead to results that may differ from those expressed or implied by the forward-looking statements. Important factors that could cause actual results to differ from the expectations and assumptions described herein are discussed in more detail elsewhere in this Memorandum, including in the Section entitled "Risk Factors." On considering these forward-looking statements, Prospective Investors of Member Units should keep in mind the risk factors and other cautionary statements in this Memorandum. Given this level of uncertainty, Prospective Investors should not place undue reliance on any forward-looking statements.

Reliance on Information Provided.

You should rely only on the information contained in this Memorandum. Neither the Company nor the Manager has authorized any person to provide you with different information. If anyone provides you with different or inconsistent information, do not rely on it.

The Company is not making an offer to sell the Member Units in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this Memorandum is only accurate as of the date on the front cover. The Company's business or financial condition, the results from our operations, and prospects may have materially changed subsequent to that date.

Conflicts of Interest.

As explained in more detail elsewhere in this Memorandum, the Manager, except of its administrative services compensation, only begins sharing in the profits of the Company in the event the Company realizes profit. Therefore, among other things, there may be an inherent tendency for the Manager to cause the Company to take disproportionate risks with the Company's capital in order achieve higher overall returns. Prospective purchasers should consider this risk in addition to and/or in conjunction with all of the other risk factors detailed below and elsewhere in this Memorandum. (See "Conflicts of Interest").

Officers of the Company may also be owners, members, managers, officers, or employees in another company that may directly compete with, co-invests with Company via SPVs or otherwise, or own a company that directly competes with Company. Prospective purchasers should consider this conflict and risk in addition to and/or in conjunction with all of the other risk factors detailed below and elsewhere in this Memorandum. (See "Conflicts of Interest").

Limited Operating History.

The Manager and the Company have a limited operating history. As a result, investment in the Company is subject to all the risks and uncertainties which are characteristic of a new business enterprise, including the substantial problems, expenses and other difficulties typically encountered in the course of establishing a business, organizing operations and procedures, and engaging and training new personnel. The Company has a limited operating history on which to base an evaluation of its business and prospects of revenues from its products.

Key Personnel

The Company and the Manager will be dependent upon the expertise and experience of the key personnel and management who may not be under a contractual obligation to remain with the Manager or the Company. The likelihood of our success must be considered in light of these potential problems, expenses, complications, and delays.

Thin Initial Capitalization

The Company has been thinly capitalized. To become further capitalized, it may rely solely upon the proceeds of this Offering. Because of the manner of capitalization, the Company may not have sufficient assets to pay the holders of Member Units a return on their respective capital contribution. If we fail to realize our objectives, the holders of Member Units could lose some or all of their investment in the Member Units.

Illiquidity of Member Units

The Member Units are highly illiquid, have no public market and are generally not transferable except with the prior consent of the Manager.

Possibility of Additional Offerings and Dilution of Member Units

The Company in its discretion may raise additional funds in the future through the offer and sale of additional securities of the Company. If such an offer and sale occurs, a Prospective Investor's percentage interest in the

Company will be diluted unless such Prospective Investor chooses to invest additional funds in the Company. In addition, the holders of Member Units will experience immediate and substantial dilution in the net tangible book value of the Member Units from the Subscription Price.

Uninsured Losses

The Company may arrange for insurance coverage which is customary for businesses similar to the Company's business. However, there are certain types of losses, generally of an unusual catastrophic nature, which are either uninsurable or not economically feasible to insure. Should such a loss occur, the Company could suffer a loss of the capital invested in the Company as well as a loss of anticipated benefits from the Company.

Legal Counsel

Documents relating to the Company, including the Subscription Agreement to be completed by each subscriber, as well as the Operating Agreement, are detailed and often technical in nature. Legal counsel to the Company represents the interests solely of the Company and will not represent the interests of any Member. Accordingly, each Prospective Investor is urged to consult with its own legal counsel before investing in the Company.

Litigation Risks and Exculpation and Indemnification

The Company is subject to a variety of litigation risks. All industries are subject to legal claims, whether with or without merit. Defense and settlement costs can be substantial, even for claims that have no merit. The litigation process is inherently uncertain, so there can be no assurance that the resolution of a legal proceeding will not have a material adverse effect on our future cash flow, results of operations or financial condition. Under most circumstances as provided in the Operating Agreement, the Company will indemnify the Manager, its principals and representatives for any costs they may incur in connection with such disputes, and under some circumstances Members may have to repay distributions received from the Company to cover such indemnity obligations.

Limited Voting Powers and Voice in Management

Except for the protective provisions set forth in the Operating Agreement, the Member Unit Holders will have no voting rights with respect to the operation, management and conduct of the affairs of the Company.

Terms and Conditions and Company Documents

Portions of this Memorandum describe specific terms and conditions of the Operating Agreement, the Subscription Agreement and other documents attached hereto or referenced herein (collectively, the "**Company Documents**"). The actual terms and conditions of the Operating Agreement, Subscription Agreement and the other Company Documents may vary from those described in this Memorandum. Moreover, the Operating Agreement, Subscription Agreement and the other Company Documents contain highly detailed terms and conditions, many of which are not described fully or at all in this Memorandum. You should only rely on the Company Documents directly and use your own legal and accounting professionals necessary to fully understand these provisions.

In all cases, the Company Documents will supersede this Memorandum. Any description of the terms and conditions of a Company Document in this Memorandum is qualified in its entirety by the more thorough

treatment thereof in the actual Company Document. Accordingly, Prospective Investors are urged to carefully review the Operating Agreement, the Subscription Agreement and the other Company Documents.

Competition

The Company may face severe competition from a number of companies, many of which have established relationships. These companies have significantly greater financial, technical, marketing and other resources than the Company. These competitive pressures could result in price pressure and lack of market acceptance for the Company's products. There can be no assurance that the Company will be able to compete successfully against current and future competitors and the failure to do so would have a material adverse effect upon the Company's business, financial condition and results of operations.

GENERAL RISKS ASSOCIATED WITH THE COMPANY'S BUSINESS PLAN

Dependence upon Third Parties

In carrying out the Company's investment strategies the Manager and the personnel may be substantially dependent upon third parties retained by the Company or the Manager including, but not limited to, investment advisors, accountants, money managers, attorneys, risk managers, statisticians, computer technicians, bankers, consultants, realtors, mortgage bankers, title companies, engineers, contractors, manufacturers, surveyors, appraisers, and analysts. We may also enlist the services of other professionals if deemed to be in the best interest of the Company. The death or continuing disability of any of the personnel may have a material adverse effect upon our ability to conduct business. Further, the failure to maintain a necessary relationship with certain third parties may have a material adverse effect upon our ability to conduct business.

Diversification

The total amount of Offering proceeds and the number of transactions to be entered into by the Company is uncertain. A limited number of investments may place a substantial portion of the fund loaned in the same geographical location with the same related risks. In that case, the decline in a market could have a substantial impact on the value of the Company's investments. The Company will utilize substantial capital in making its investments. We anticipate that we will maintain working capital reserves, but the Company is not required to maintain any minimum level of working capital reserves. To the extent that expenses increase or unanticipated expenses arise and accumulated reserves are insufficient to meet such expenses, the Company would be required to obtain additional funds. The Company may raise or secure such additional funds by any number of means, including, without limitation, a subsequent equity or debt offering, debt project financing, or a combination of methods.

Changes in Business Environment and Technology

The Company's objectives are intended to extend over a period of years during which the business, economic, political, regulatory, and technology environments within which the Company operates may undergo substantial changes, some of which may be adverse to the Company. The Manager will have the exclusive right and authority to determine the manner in which the Company responds to such changes, and Members will have no right to withdraw from the Company or demand specific modifications to the Company's operations in consequence thereof.

Miscellaneous Operating Risks

If the investments do not perform and generate income, the Company may not be able to make distributions to its Members. Several factors may adversely affect the economic performance and value of the investments. These factors include, but are not limited to, decrease in value of any of the investments, non-performance, decrease in asset values, increase in competition, lengthy legal proceedings, adverse legal judgments, changes in the national, regional and local economic climate, and which may devalue the collateral and other assets to the extent that exit strategies and liquidation of assets become unavailable. The Company's performance may also depend on the Company's ability to to pay for adequate maintenance, insurance and other operating costs (including taxes), which could increase over time. In addition, the expenses of owning assets are not necessarily reduced when circumstances such as market factors and competition cause a reduction in income from such asset. In addition, interest rate levels, the availability of financing, changes in laws and governmental regulations (including those governing usage, zoning and taxes) and the possibility of bankruptcies may adversely affect the Company's financial condition and results of operations.

Laws and Regulations

The Company must comply with various legal requirements, including requirements imposed by the federal, state and local governments, securities laws, commodities laws, tax laws and pension laws. These laws and regulations are subject to change, which may restrict our ability to operate and adversely affect our growth and profitability.

Political Risk

Our operations may be subject to political, economic and other risks that may affect our future operations and financial position.

General Market and Economic Conditions

Overall market, industry or economic conditions, which the Manager and the Company (and their respective affiliates) cannot predict or control, will have a material effect on the Company's performance. Micro and macro-economic conditions in the market may significantly affect performance and revenue. The performance of the Company is likely to be dependent upon the condition of the economy which can be uncontemplated or unpredictable. Despite the Company's projections, a Prospective Investor should be prepared to leave their Capital Contribution with the Company.

Uncertain Economic Conditions

Recent economic events have created uncertainty with respect to the condition of the economy in the United States and the world. Certain economic factors and indicators have suggested that such events have had a substantial negative effect on the economies of the United States and throughout the world. There have been material adverse effects on the world's economies caused by illegal activities in the business and accounting professions, pandemics, and world health crises, which have resulted in significant declines in the United States equity markets. Other equity markets have been similarly affected. It is impossible to determine when these events will happen and the long-term effects of these events and conditions on the economy. Any negative change in the general economic conditions could adversely affect the financial condition and our operating results.

Insufficient Funds for Cash Distributions

The Manager will determine the timing of distributions to the Members. The Manager will consider all relevant factors, including the amount of funds available for distribution, our financial condition, whether to reinvest or distribute such funds, capital expenditure and reserve requirements and general operational requirements.

Management Personnel Continued Involvement in Other Business Activities

The personnel have a broad and varied range of business interests, and may acquire additional interests in other companies (see "The Manager" and "Company Management"). The Manager may not be able to control whether any such other company competes with the Company. Consequently, the continued involvement of the personnel in other business activities could result in competition to the Company, as well as management decisions that might not reflect the best interests of the Members or the Company.

Risks of Joint Ventures

Some of the Company's assets may be held in the form of joint venture partnerships or co-investment between the Company (as either a general or limited partner, as a member of a limited liability company, or as a shareholder in a corporation) and third party owners, the Manager, affiliates of the Manager, limited partnerships, or other investors. Our acquisition of interests in entities that own properties may involve risks not otherwise present. These include risks associated with the possibility that a co-venturer in a project might become bankrupt, that such co-venturer may at any time have economic or business interests or goals that are inconsistent with those of the Company, or that such co-venturer may be in a position to take action contrary to the instructions or the requests of the Company or contrary to the Company's policies or objectives. The Company may relinquish control of a joint venture and the Company may receive a disproportionate share of profits from a joint venture. Actions by a co-venturer might have the result of subjecting necessary infrastructure owned by the joint venture to liabilities in excess of those contemplated by the terms of the joint venture, or might have other adverse consequences for the Company.

Reliance on Manager

The Manager will have the right to make all decisions with respect to the management and operation of the business and affairs of the Company. Although involved in business to some degree, the Manager and its affiliates have limited experience in managing the Services made by the Company (see "The Manager" and "Company Management"). Pursuant to the Operating Agreement, the Members will have no right or power to take part in the management of the Company. Accordingly, no person should purchase Member Units unless such person is willing to entrust all aspects of the management of the Company to the Manager (see "The Manager" and "Company Management").

Data Loss or Other Security Breaches

Security breaches, could expose us to a risk of loss or misuse of data and private information, adversely affect our operating results, result in litigation or potential liability for us, and otherwise harm our business. Although we will develop systems and processes that are designed to protect private information and prevent data loss and other security breaches, including systems and processes designed to reduce the impact of a security breach at a third-party vendor, such measures cannot provide absolute security.

Management of Growth

Our business may experience rapid growth and development in a relatively short period of time. Failure to successfully manage this possible growth and development could have a material adverse effect on our business and profitability.

Recourse to the Company's Assets

The Company currently has limited assets available to satisfy the liabilities and other obligations of the Company. If the Company itself becomes subject to a liability, parties seeking to have the liability satisfied may have recourse to the Company's assets, should any assets become available to satisfy such recourse, generally and not be limited to any particular asset, such as the investment giving rise to the liability.

RISKS ASSOCIATED WITH COMPANY'S INVESTMENT STRATEGY

Other than cash held for working capital purposes, the Company will invest solely in cryptocurrency and other digital assets (i.e BTC, ETH, EGLD, LINK, ATOM, etc), which are highly speculative assets. The cryptocurrency or digital assets held by the Company are commingled and investors have no specific rights to any specific cryptocurrency or digital asset. In the event of the Company's insolvency, its assets may be inadequate to satisfy a claim by the Company or an investor. The timing of the Company's acquisition and disposition of cryptocurrency will be affected by the timing of subscriptions and redemptions. The Company will not take any steps to minimize volatility or manage risk. No guarantee or representation is made that the Company's investment strategy will be successful. Cryptocurrency is extremely volatile and investment results may vary substantially over time. No assurance can be made that profits will be achieved or that substantial or complete losses will not be incurred. Past investment results of the Manager (or investments otherwise made by the investment professionals of the Manager) are not necessarily indicative of their future performance.

In addition, the investment characteristics of cryptocurrency generally, differ from those of traditional currencies, commodities or securities. Importantly, they are not backed by a central bank or a national, supra-national or quasi-national organization, any hard assets, human capital, or other form of credit. Rather, it is market-based: the value is determined by (and fluctuates often, according to) supply and demand factors, the number of merchants that accept it, and the value that various market participants place on it through their mutual agreement, barter or transactions.

Furthermore, cryptocurrency is not yet widely adopted as a means of payment for goods and services. Banks and other established financial institutions may refuse to process funds for cryptocurrency transactions, process wire transfers to or from cryptocurrency exchanges, related companies or service providers, or maintain accounts for persons or entities transacting in cryptocurrency. Their use as an international currency may be hindered by the fact that it may not be considered as a legitimate means of payment or legal tender in some jurisdictions. To date, speculators and investors seeking to profit from either short- or long-term holding of cryptocurrency drive much of the demand for it.

The growth and use of cryptocurrencies 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 cryptocurrency; (b) government regulation of the use of and access to cryptocurrency; (c)

government regulation of cryptocurrency service providers, administrators or exchanges; and (d) the domestic and global market demand for—and availability of— cryptocurrency or payment methods.

RISKS ASSOCIATED WITH THE CRYPTOCURRENCY INDUSTRY

Dependence on Counterparties and Service Providers

The Company is dependent upon its counterparties (including cryptocurrency custodians, wallet providers and exchanges) and the businesses that are not controlled by the Manager that provide services to the Company (the "Service Providers"). Errors are inherent in the business and operations of any business, and although the Manager will adopt measures to prevent and detect errors by, and misconduct of, counterparties and Service Providers, and transact with counterparties and Service Providers it believes to be reliable, such measures may not be effective in all cases. In particular, the Company's technology diligence on certain counterparties may not identify all security vulnerabilities and risks, which is especially pertinent given the limited (but growing) number of viable cryptocurrency counterparties. Any errors or misconduct could have a material adverse effect on the Company and the Members' investments therein.

Increased Regulatory Oversight

Increased regulation (whether promulgated under securities laws or any other applicable law) and regulatory oversight of, and changes in law applicable to, private investment funds and their managers, especially with respect to private investment funds investing in cryptocurrencies (such as the Company) and their managers (such as the Manager), may impose administrative burdens on the Manager, including, without limitation, responding to examinations and other regulatory inquiries and implementing policies and procedures. Such administrative burdens may divert the Manager's time, attention and resources from portfolio management activities to responding to inquiries, examinations and enforcement actions (or threats thereof). Regulatory inquiries often are confidential in nature, may involve a review of an individual's or a firm's activities or may involve studies of the industry or industry practices, as well as the practices of a particular institution.

Cybersecurity Risk

As part of its business, the Manager processes, stores and transmits large amounts of electronic information, including information relating to the transactions of the Company and personally identifiable information of the Members. Similarly, Service Providers of the Manager, and the Company, may process, store and transmit such information. The Manager 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 Manager may be susceptible to compromise, leading to a breach of the Manager's network. The Manager's systems or facilities may be susceptible to employee error or malfeasance, government surveillance, or other security threats. On-line services, if any, provided by the Manager to the Members, may also be susceptible to compromise. Breach of the Manager's information systems may cause information relating to the transactions of the Company and personally identifiable information of the Members to be lost or improperly accessed, used or disclosed.

The Service Providers of the Manager, the Company are subject to the same electronic information security threats as the Manager. If Service Providers fail 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 Company 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 Manager's or the Company's proprietary information may cause the Manager or the Company 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 Company and the Members' investments therein.

Audits of Cryptocurrency Funds

Audits for investment funds holding cryptocurrencies are unlike audits for other types of investment funds. Special procedures must be taken to assess whether investments and transactions are properly accounted for and valued because independent confirmation of cryptocurrency ownership (e.g., ownership of a balance on a cryptocurrency exchange) differs dramatically from traditional confirmation with a securities broker or bank account. The Company and the Manager will need to have satisfactory processes in place in order for the an auditor to obtain the Company's transaction history and properly prepare audited financials. Any breakdown in such processes may result in delays or other impediments of an audit. In addition, the complexity of cryptocurrencies generally may lead to difficulties in connection with the preparation of the Company's audited financials.

Macroeconomic Factors; Assumption of Catastrophe Risks

The performance of the Fund's investments could be adversely affected by macroeconomic factors. Such macroeconomic factors include incidents of terrorism and similar events and recent and proposed changes to laws and regulations affecting the cryptocurrency and financial industry. The performance of the Fund's investments could also be adversely affected by various catastrophic events, including the following: hurricanes, earthquakes and other natural disasters; war, terrorism and other armed conflicts; cyberterrorism; major or prolonged power outages or network interruptions; and public health crises, including infectious disease outbreaks, epidemics and pandemics.

Coronavirus Risks

In December 2019, the virus SARS-CoV-2, which causes the coronavirus disease known as COVID-19, surfaced in Wuhan, China. The disease spread around the world, resulting in the temporary closure of many corporate offices, retail stores, and manufacturing facilities across the globe, as well as the implementation of travel restrictions and remote working and "shelter-in-place" or similar policies by numerous companies and national and local governments. These actions caused the disruption of manufacturing supply chains and consumer demand in certain economic sectors, resulting in significant disruptions in local and global economies. The short-term and long-term impact of COVID-19 on the operations of the Manager and the performance of the Company is difficult to predict. Any potential impact on such operations and performance will depend to a large extent on future developments and actions taken by authorities and other entities to contain COVID-19 and its economic impact. These potential impacts, while uncertain, could adversely affect the performance of the Company.

RISKS ASSOCIATED WITH THIS OFFERING

This Offering is Not Registered under Federal or State Securities Laws

This Offering has not been registered under the Securities Act of 1933, as amended, nor registered under the securities laws of any state or jurisdiction. We do not presently intend to register this Offering; therefor, you will not enjoy any benefits that may have been derived from registration and corresponding review by regulatory officials. You must make your own decision as to investing in the Company with the knowledge that regulatory officials have not commented on the adequacy of the disclosures contained in this Memorandum or on the fairness of the terms of this Offering.

1.

Return of Distributions

A Member will be liable to the Company and to its creditors for, and to the extent of, any distribution made to such Member if, after giving effect to such distribution, the remaining assets of the Company are not sufficient to pay its outstanding liabilities (other than liabilities to the Members on account of their interests in the Company).

Member Units Will Be Restricted

Member Units offered by way of this Memorandum have not been registered with the SEC or any government's securities authority and, accordingly, resales of the Units will be restricted. Units cannot be resold unless they are registered with appropriate regulatory agencies or unless an exemption from registration is available. Consistent with the target life of the Company, you should be prepared to hold the Member Units for at least five (5) years and perhaps even an indefinite period of time. In addition, the Operating Agreement provides certain additional restrictions on the right to transfer or sale the Member Units.

The Company Arbitrarily Determined the Offering Price of Member Units

The price per Member Unit bears no relationship to the Company's assets, prospects, net worth, or any recognized criteria of value and should not be considered to be an indication of the actual value of the Unit or the corresponding membership interest in the Company.

The Company May Require Future Capital to Continue our Operations

This Memorandum sets forth our best estimates (based on currently available information) of the capital we need to pursue our initial objectives. However, this amount may prove to be inadequate. The Manager has not yet determined the amount of the additional funds that will be necessary, the method by which the necessary additional funds will be raised or secured, or the terms applicable thereto. Such additional funds may be raised or secured by any number of means, including, without limitation, a subsequent equity or debt offering, debt project financing, or a combination of methods.

Financial Forecasts Subject to Limitations

Any financial forecasts or other pro forma that are utilized by the Company in connection with this Offering should not be relied upon to make any investment decision. Such forecasts, if any, have not been compiled or reviewed by independent accountants, and, accordingly, no opinion or other form of assurance is expressed. Because such projections are based on a number of assumptions and are subject to significant uncertainties and contingencies, many of which are beyond the control of the Company, there can be no assurance that such projections, if any,

will be realized as actual results may vary significantly and materially from the results included. Such projections, if any, should not be regarded as a representation that the projections will be achieved, nor should the projections be relied upon in purchasing the Member Units offered hereby and are qualified in their entirety by the content of this Memorandum.

Prohibition on Bad Actors

This Offering is intended to be made in compliance with Rule 506 of Regulation D promulgated under the Securities Act. The SEC has recently changed the requirements of Regulation D offerings to include a prohibition on the participation of certain "bad actors." The Company will obtain representations from the Manager and its principals that the applicable party is not a "bad actor" as that term is defined in Rule 506(d) of Regulation D. In the event that a statutory "bad actor" participates in the Offering, the Company may lose its exemption from registration of the Member Units.

Regulation Under the Investment Company Act

The Company has not registered with the SEC as an investment company pursuant to the federal Investment Company Act of 1940, as amended (the "**Investment Company Act**"). Generally speaking, investment companies are entities that engage in the business of purchasing, holding, or selling securities. The Company has not registered as an investment company in reliance on certain exemptions for which it believes it is qualified. Neither a legal opinion nor a no-action position has been requested of the SEC staff on this issue. If the SEC or a court of competent jurisdiction were to find that the Company is required, but in violation of the Investment Company Act had failed, to register as an investment company, there could be significant negative consequences including without limitation, fines, penalties, or costs associated with having to register as an investment company or defend against lawsuits or other proceedings. Should the Company be subjected to any or all of the foregoing, the Company would be affected materially and adversely, which could increase the risk of failure.

Regulation Under the Securities Act

The Member Units are being offered and sold without securities registration in reliance on the transactional securities registration exemption set forth at Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. The Member Units will only be sold to "accredited investors" as that term is defined in Rule 501 of Regulation D. If it were determined after the Member Units are sold that the Offering did not qualify for exemption under Rule 506, or for any other exemption, the securities would have been sold in violation of Section 5 of the Securities Act. Both federal and state law include provisions under which purchasers of unregistered, non-exempt securities may seek damages amounting to the return of their investments. The Company may not have funds sufficient to repay investors in such case without severely jeopardizing the prospects for success.

RISKS RELATING TO THE PATRIOT ACT, MONEY LAUNDERING, AND TERRORISM PREVENTION

The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**Patriot Act**"), signed into law on and effective as of October 26, 2001, requires that "financial institutions," a term that includes banks, broker dealers and investment companies, establish and maintain compliance programs to guard against money laundering activities. The Patriot Act requires the Secretary of the U.S. Treasury (the "**Treasury**") to prescribe regulations in connection with anti-money laundering policies of financial institutions. The Federal Reserve Board, the Treasury, and the SEC are currently studying

what types of investment vehicles should be required to adopt anti-money laundering procedures, and it is unclear at this time whether such procedures will apply to the Company. It is possible that there could be promulgated legislation or regulations that would require the Company or other service providers to the Company, in connection with the establishment of anti-money laundering procedures, to share information with governmental authorities with respect to purchasers of Member Units. Such legislation and/or regulations could require the Company to implement additional restrictions on the transfer of Member Units. The Company reserves the right to request such information as may be necessary to verify the identity of Preferred Members and the source of the payment of subscription monies, or as may be necessary to comply with any customer identification programs required by the Financial Crimes Enforcement Network and/or the SEC, or as may be required under any anti-money laundering legislation and regulation of the United States. In the event of delay or failure by any Unit holder to produce any information required for verification purposes, an application for or transfer of Member Units and the subscription monies relating thereto may be refused.

OTHER POSSIBLE RISKS

THE FOREGOING REPRESENTS THE COMPANY'S BEST ATTEMPT TO IDENTIFY THE VARIOUS RISKS THE COMPANY MAY BE EXPOSED TO IN CONNECTION WITH ITS PURSUIT OF ITS PROPOSED OBJECTIVES. IT DOES NOT PURPORT TO BE COMPLETE AND MAY NOT ADEQUATELY COVER ALL ACTIVITIES IN WHICH THE COMPANY MAY BE ENGAGED NOR ALL THE RISKS THAT THE COMPANY WILL BE SUBJECT TO, EITHER DIRECTLY OR INDIRECTLY, AS A RESULT OF PURSUING OUR OBJECTIVES. YOU ARE ENCOURAGED TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE MANAGER, AND YOUR OWN LEGAL AND /OR FINANCIAL ADVISORS, TO ASSESS THE MERITS AND RISKS OF INVESTING IN THE MEMBER UNITS, IN ADDITION TO READING THIS ENTIRE MEMORANDUM BEFORE DECIDING TO INVEST IN THE MEMBER UNITS.

DISTRIBUTION OF UNITS

The Company and its Manager is offering to sell up to 25,000,000 Member Units for a commitment to contribute to the capital of the Company of $1.00 per Member Unit. The Manager intends to have at least $1,000,000 in capital commitments sold prior to funds being used to pursue the Company's objectives; provided, however, the Company may pursue such objectives at any time even on subscriptions less than this targeted amount, in the Manager's sole discretion. The Offering will begin on the date on the cover of this Memorandum and shall continue for 12 months following the initial closing, until all of the Member Units are sold prior to such time, or unless the Manager elects, in its sole and absolute discretion, to close or extend the Offering. The Company shall reserve the right to close this Offering at any time without notice. The Company also reserves the right to amend or supplement this Memorandum from time to time including, but not limited to, causing an increase in the number of Member Units, an increase in the price per Unit, etc.

The minimum subscription is US $100,000 although the Manager may elect to waive this minimum requirement and accept fractional Unit subscriptions in its sole discretion. Generally, Member Units may be purchased on the first day of each month, or other times in the discretion of the Manager. The Company may engage Placement Agents to identify prospective investors, and pay them Placement Fees as described in "Use of Proceeds." The Company has the right to sell Member Units to certain investors with respect to which Placement Fees may be reduced or waived in the Manager's (or recipient's) sole discretion.

The Member Units will not be registered under the Securities Act or any securities laws, rules or regulations of any state, but will be issued in reliance on the exemptions from registration provided for under Section 4(a)(2) of

the Securities Act and Rule 506 of Regulation D promulgated thereunder. No public market exists for the Member Units and no public market is expected to develop in the foreseeable future. This Offering is made only by means of this Memorandum. No certificates will be issued for Member Units. Member Unit Holders will, however, receive written confirmation of their investment in the Company.

To purchase Member Units, a new subscriber must (i) complete, execute and deliver to the Company the Subscription Agreement, (ii) complete, execute and deliver to the Company the Investor Suitability Questionnaire and (iii) arrange for payment of the amount of the subscription in accordance with the instructions in the Subscription Agreement. The Company may subsequently also request IRS Form W-8 or W-9 and/or the Prospective Investor's taxpayer identification number. Prospective Investors whose subscriptions have been accepted by the Manager will be notified of their acceptance into the Company. The Manager reserves the right to accept or reject subscriptions in whole or in part at its discretion and to close the subscription books at any time without notice.

By subscribing for Member Units, you confirm that you meet the suitability standards for purchasers of Member Units and agree to be bound by all the terms of the Subscription Agreement (attached as Exhibit B) and the Operating Agreement (attached as Exhibit C). The Subscription Agreement contains, among other things, representations and warranties of the subscribing investors.

USE OF PROCEEDS

The table on the following page summarizes the estimated use of proceeds from this Offering. Inasmuch as it is impossible to predict exact costs and the expenses necessary to conduct the business of the Company, actual expenditures could vary substantially and materially from the following estimated use of proceeds. The Company reserves the right to materially modify this proposed allocation at any time in light of changing facts and circumstances or market conditions in its sole and absolute discretion.

	Target Minimum Offering		Maximum Offering	
Sources of Proceeds	**Dollar Amount**	**Percent of Capital Contributions**	**Dollar Amount**	**Percent of Capital Contributions**
Capital Contributions	$1,000,000	100.00%	$25,000,000	100.00%
Estimated Use of Proceeds				
Related Operational Costs [1]	$10,000	1.0%	$250,000	1.0%
Organization & Offering Expenses[2]	$10,000	1.0%	$250,000	1.0%
Total Proceeds	$980,000	98%	$24,500,000	98.0%

At this stage, it is impossible to predict exact costs or amounts of capital that will be allocated or expended in the pursuit of our objectives. Actual expenditures will likely vary substantially from the foregoing estimates. Other costs, such as accounting and legal fees, administrative, printing and distribution costs may change without notice.

At this stage, it is impossible to predict exact costs or amounts of capital that will be allocated or expended in the pursuit of our objectives. Actual expenditures will likely vary substantially from the foregoing estimates. Other costs, such as accounting and legal fees, administrative, printing and distribution costs may change without notice.

[1] *Operational Costs include:*

- *(a) Utilizing funds to engage in the acquisition, operation and disposition of the investments*
- *(b) Other expenses in connection with the Company's business, such as, due diligence, administration, office overhead, market research, legal, tax, title, escrow, recording, accounting, printing, mailing, etc.;*
- *(c) Reimbursement of general and administrative costs and expenses, due diligence, market research, and pre-acquisition research costs in connection with the pursuit of the Company's objectives paid to the Company's Executives, Manager and/or their affiliates, consultants, or other persons in connection with their management of Company affairs.;*
- *(d) Funds paid to affiliates of the Manager for services rendered.*

[2] *These expenses include legal, accounting, marketing, and printing expenses.*

THE MANAGER

ROLE OF THE MANAGER

The Manager of the Company is Block Capital Investments LLC, a Florida limited liability company. Pursuant to the Operating Agreement, the Company has appointed the Manager to manage the business, properties and affairs of the Company.

MANAGEMENT TEAM

The following persons serve as officers of the Manager or provide key services to the Company and the Manager:

Brent Campbell

As Managing Director, Brent Campbell focuses exclusively on digital asset investments and strategy. Brent was early on when he started in cryptocurrency, buying his first bitcoin in 2015 and has been trading & investing in digital assets since. He also co-founded a profitable crypto mining company in 2017. Previously, Brent was part of the founding team and acted as COO of the successful venture backed fintech, Squeeze.com.
Brent has a comprehensive fintech background. He holds a BS in Finance from Florida State University, an MBA from Nova Southeastern, and is a member of the Florida Blockchain Association. Brent is also active in the community serving on the board of Broward Sheriff's Advisory Council and Operation Lift Hope.

SERVICE PROVIDERS

The Company or the Manager may negotiate consulting or independent contractor agreements with a variety of professional service providers, including, but not limited to, engineers, miners, managers, analysts, investment advisors, accountants, money managers, attorneys, risk managers, brokers, dealers, statisticians, computer technicians, bankers, and consultants. The Company may also enlist the services of other professionals if deemed in the best interest of the Company by the Manager, in its sole discretion.

COMPENSATION

The Manager and its affiliates will be paid in connection with their management of Company affairs pursuant to the Operating Agreement.

Administrative Services Fee

The Manager will be paid the Administrative Fee, if any.

Incentive Allocation

The Company has granted the General Partner an incentive allocation of profits interest in exchange for services rendered to or on behalf of the Company in a Member capacity or in anticipation of being a Member.

Reimbursement of Expenses

The Company will pay, or reimburse a Manager and its affiliates (to the extent actually paid by the Manager or its affiliates) for, all fees, costs, and expenses incurred or paid on behalf of the Company relating to the formation, operation, dissolution, winding up, or termination of the Company. The Manager has a profits interest in the Company and intends to cover its expenses, including those listed below, through its portion of Company profits. The Manager and its affiliates will not be reimbursed by the Company for the following expenses: (i) salaries, compensation or fringe benefits of the managers, officers or employees of the Manager and its affiliates; (ii) overhead expenses of the Manager and its affiliates, including, without limitation, rent and general office expenses; and (iii) the cost of providing any services or goods for which the Manager or its affiliates are otherwise entitled to compensation.

Compensation for Other Services

The Manager and its affiliates may be compensated for services performed for or on behalf of the Company to the extent that the Manager is not required to render such services without charge to the Company, provided that the terms and conditions for performing such service, including compensation therefor, on an overall basis, are fair and reasonable to the Company. Such services may include, but are not limited to, legal, accounting, communications, business development, and administrative support. (See "Conflicts of Interest").

Company Expenses

The Company shall pay its operating expenses, including but not limited to: (i) all out-of-pocket expenses associated with the organization of the Company and any of their Subsidiaries; (ii) all costs and expenses related to the day-to-day operations of the Company and any of their Subsidiaries; (iii) legal, accounting, audit, bookkeeping, custodial, consulting, and other professional fees and expenses; (iv) insurance premiums (including liability insurance and other coverages for the benefit of the Company, its Subsidiaries, the Manager and their respective officers, managers and employees), indemnification payments, costs of litigation, and other extraordinary expenses; (v) costs of financial statements and other reports to the Members as well as costs of all governmental returns, reports, and other filings; (vi) costs of meetings of, and communications with, the Members; (vii) public notice costs and other costs incurred to comply with applicable law; (viii) fees and expenses to protect or preserve any property held by the Company as determined by the Manager; (ix) all fees related to the Company's or its Subsidiaries' use of third party advisors; and (x) all fees and other expenses incurred in connection with the investigation, prosecution or defense of any claims by or against the Company or any of its Subsidiaries (collectively, "**Company Expenses**").

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COMPANY MANAGEMENT

Day-to-Day Business Operations

1.

The day-to-day affairs of the Company are controlled and directed by the Manager. Currently, the executive of the Manager Brent Campbell. In the event of the resignation, termination, or incapacity of an Executive, a successor or succeeding Executive may be appointed by the Manager's managers Except in limited circumstances as described in the sections of the "Summary" entitled "Protective Provisions" the Member Unit Holders have no voting rights nor do they have any degree of control over management of the Company's business affairs or operations.

Control of the Company

The Company is ultimately controlled by the General Partner. Ultimate control over the business affairs, policies, and actions of the Company reside with the Manager.

Although the Member Unit Holders hold a preferred position in the Company with respect to both liquidation preference and allocation of revenue, capital or other dispositions of Company assets, they will not participate in the conduct of day-to-day operational decisions unless delegated authority from the Manager in accordance with the Operating Agreement. The General Partner may amend the Operating Agreement and this Memorandum so long as it does not materially modify the rights of the Member Unit Holders.

2.

Manager Actions

Subject to the specific provisions of the Operating Agreement, the Manager has the power and authority to take such actions deemed necessary, appropriate, customary or convenient in regard to normal management activities and the conduct of the daily business operations and affairs of the Company, including, but not limited to, the following:

1. The Manager will act, first and foremost, to endeavor to secure for the Company the most desirable terms, prices and conditions and to elicit business relationships with persons who exhibit both competence and high standards of business ethics and morals.

2. The Manager will either disburse funds for the employment and retention of contract personnel or otherwise secure, on behalf of the Company, services involving secretarial and clerical help, legal counsel, office equipment, investor relations, accounting, computers, art, printing, technical evaluation and other related activities, on such terms and at such prices as it finds acceptable.

3. The Manager or its designated liaisons may choose to communicate with the Members in regard to any news, events, situations, opportunities or problems which have or which may have an effect upon the business condition of the Company.

4. The Manager may take any and all other actions which are customary or reasonable related to the acquisition, ownership, development, improvement, management, leasing or disposition of Company assets.

5. The Manager will conduct normal financial transactions, including, but not limited to, the opening of bank accounts and keeping of balances, the issuance of checks for expenses, cash payout, revenue distributions, space lease negotiation, and other normal business transactions.

Indemnification

The Manager is accountable to the Company as a fiduciary and is obligated to exercise duties of care and loyalty as expressly set forth in the Operating Agreement. The Company will indemnify the Manager and its managers, members, officers, employees, affiliates and agents, against all claims, liabilities, costs and expenses, including legal fees, judgments and amounts paid in settlement, as incurred by them, by reason of their actions taken or omitted in connection with the Company's business or on behalf of the Company, its subsidiaries, or the Members of the Company, other than for recklessness, breach of fiduciary duty, willful misconduct, gross negligence, or knowing violation of the law. Neither the Manager nor its officers or affiliates guarantee the return of the Member Unit Holders' capital or the return of a profit from the operations of the Company, nor shall the Manager or its officers or affiliates be responsible to any Member Unit Holder because of a loss of its capital contribution or a loss in operations, unless it shall have been occasioned by recklessness, willful misconduct or gross negligence.

Books and records

The Company shall keep just and true books of account and all other Company records at the principal place of business or in some other suitable location and shall make these books and records available to all Members in accordance with the inspection rights as set forth in the Operating Agreement. The books and records shall include, but shall not be limited to, the designation and identification of any Services in which the Company owns a legal or beneficial interest.

Bank accounts

All earnings and returns of principal from the Services of the Company shall be deposited in its name in an account or accounts maintained at a national or state bank selected for convenience. Checks shall be drawn upon the Company account or accounts only for purposes of the Company and shall be signed by the Manager or a Company-authorized agent.

Member Reports

The Company will retain accountants to provide each Member with all information reasonably necessary to file their income tax returns. Within one hundred twenty (120) days after the end of each taxable year, or as soon as possible thereafter, the Company shall send to each person who was a Member at any time during such taxable year a report that will include all information necessary for preparation of such person's federal, state and local income tax returns for that year. Although not required by law, the Company will endeavor to furnish Members with periodic status reports as deemed necessary, most likely quarterly during any fiscal year. During special situations or periods of heightened activity, reports may be issued on a more frequent basis as appropriate.

Conflicts of Interest

The structure and proposed method of operation of the Company creates certain inherent conflicts of interest between the Company and the Manager and its affiliates. Certain restrictions have been provided in the

Operating Agreement that are designed to protect the interests of the Member Unit Holders in this regard. Notwithstanding, the Company will be subject to various conflicts of interest arising out of its relationships with the Manager and its affiliates.

Since the General Partner initially holds 100% of the Company, the ability of the Member Unit Holders to exercise any degree of control over the Company will be substantially limited. Furthermore, it is contemplated and expected that the Manager and their affiliates may engage in other business activities, investments, or ventures, and will only be devoting such time as may be necessary to conduct the business of the Company. Such persons may have conflicts of interest in allocating time, services, and functions among the Company and other present and future ventures they may organize or be affiliated with. The Manager may engage for their own accounts, or for the account of others, in other business ventures without obligation to the Company or to its Members.

While the Manager is accountable to the Company as a fiduciary in accordance with the Operating Agreement, Prospective Investors should be aware of the potential for conflicts of interest. The principals of the Manager and will likely manage other entities or ventures in the future, which entities or ventures may directly compete, co-investment along side the Company for investors and opportunities. Additionally, the principals of the Manager, if managing another venture related to or ancillary to business of the Company, may seek to engage third-party investors to finance such opportunities with outside funds. Such other ventures would place the Company and any other ventures managed by the principals of the Manager in a legally adverse position to each other, notwithstanding any common business or operational objectives.

The Manager and its affiliates will participate in other ventures, directly or indirectly, as principals or otherwise, some of which may have the same or similar business objectives as the Company. The principals of the Manager may personally invest in the Company and may co-invest with the Company. The Manager and its principals are currently, and in the future, may become committed to other Services or transactions, including without limitation the management of other funds or entities providing ancillary services to the Company.

The Manager and its affiliates are eligible for the Administrative Services Fee and reimbursement for general and administrative costs and expenses, due diligence, market research, and pre-acquisition research costs in connection with the pursuit of the Company's objectives (See "Use of Proceeds" and "Compensation"). Consequently, such persons may realize profits or monetary income irrespective of whether the Company generates revenue or whether members of the Company realize a return on their capital contributions.

Legal counsel to the Manager and certain of their affiliates also may serve as legal counsel to the Company. In the event that any controversy arises following the termination of the Offering in which the interests of the Company appear to be in conflict with those of the Manager or the members, it may be necessary to retain other counsel for one or both of these parties.

Certain agreements and arrangements, including those relating to compensation between the Company and the Manager and its affiliates, have been established by the Manager and are not the result of arm's length negotiations.

The Manager or its affiliates may purchase Member Units on the same terms and conditions as other investors (see "Terms of the Offering"). The Manager or its affiliates will have all of the rights and powers of a Member Unit Holder with respect to any such Member Units so purchased. Accordingly, the Manager may have a conflict

of interest with respect to Company decisions if it purchases Member Units because of its dual capacity as both the Manager and a Member Unit Holder.

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DESCRIPTION OF SECURITIES

The following statements summarize your rights and privileges as a holder of the Member Units. Such rights differ from that of the Manager and are also described in more detail in the Operating Agreement and elsewhere in this Memorandum. The following summary, including discussions located elsewhere in this Memorandum, does not purport to be complete and is subject to provisions of the Delaware Limited Liability Company Act, as amended, and is qualified in its entirety by the terms of the Operating Agreement.

Member Units

The Company is a limited liability company governed under Delaware law. Each Member Unit offered hereby represents a limited liability company interest in the Company.

Upon acceptance of your subscription for Member Units, you will be admitted as a Member Unit Holder of the Company as provided in the Operating Agreement. As a Member, you are not personally liable for the debts of the Company, but are liable only to the extent of your investment in the Company, and not more.

As an investor holding Member Units you will be entitled to allocations of profits and losses and distributions of distributable cash in accordance with the terms of the Operating Agreement.

Subject to the terms of the Operating Agreement, you also are entitled to receive certain information pertaining to the Company's affairs although, except for certain limited approval rights set forth in the Operating Agreement, Member Unit Holders have no voting, approval, or consent rights.

For a more detailed treatment of the rights and duties of Member Unit Holders and the Manager, please refer to the Operating Agreement attached as Exhibit C of this Memorandum.

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CAPITALIZATION

Capital Contributions and Capital Accounts

Upon admission to the Company, each subscriber must commit to contribute to the capital of the Company the amount provided in such subscriber's Subscription Agreement which amount shall constitute such subscriber's capital commitment. A Member Unit Holder's capital commitment will be due and payable upon not less than 10 days prior written notice pursuant to one or more capital calls issued by the Manager. A Member Unit Holder's Capital Account generally will be (a) increased by capital contributions made to the Company, and any income and gains (including, where appropriate, unrealized income and gains) allocated by the Company to such Member, and (b) decreased by the amount of cash and the fair market value of any assets distributed to such Member, and any Company expenses or losses (including, where appropriate, unrealized expenses and losses) allocated by the Company to such Member.

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TRANSFER RESTRICTIONS

The Member Units (in this section, collectively referred to as the "**Securities**") are subject to restrictions on transfer. The Securities have not been registered under the Securities Act or any state securities law. The Company is under no obligation to register the Securities under the Securities Act or any state securities laws. Investors must hold any Securities acquired indefinitely and may not transfer such Securities unless such transfer is permitted, as described in the following paragraph.

Members of Member Units may not transfer any Securities unless (a) a registration statement is in effect under the Securities Act covering the proposed transfer and such transfer is made in accordance with such registration statement or (b) the Securities are transferred in a transaction exempt from the registration requirements of the Securities Act and any related requirements imposed by applicable state securities laws. In the case of any transfer permitted under clause (b), a Member of Member Units must notify the Company in writing of the proposed transfer and may be required to furnish the Company with an opinion of counsel, reasonably satisfactory to the Company, that the transfer will not require registration under the Securities Act or any applicable state securities laws. The Operating Agreement contains a legend referring to this restriction on transfer and any legends required by state securities laws.

Each Member Unit issued pursuant to this Offering will be subject to the terms of the Operating Agreement attached hereto at Exhibit C. Any or all of the terms of the Operating Agreement may be amended as provided in the Operating Agreement.

Restrictions on Transfer

Third Party Transfers

No Member of Member Units shall be permitted to transfer any Units except in accordance with the terms of the Operating Agreement. Before any Member may transfer any of his, her or its Units in response to a bona fide written offer, the transferring Member must first offer to sell such Units to the Company (as defined in the Operating Agreement) upon the same terms and conditions as the third-party offer.

Permitted Transfers

Transfer by a Member of Member Units will not be subject to the right of first refusal of the Company, as defined in the Operating Agreement, and the other Members under the following circumstances: (i) in the case of any Member that is an individual, (A) such Member's spouse, parents, lineal descendants (including adopted individuals whenever the terms "lineal descendent" is used), (B) spouses of lineal descendants, (C) lineal descendants of such spouse, (D) any entity, such as a corporation, partnership, limited liability company, or trust, which is controlled by, or for the primary benefit of, such Member or the Persons identified in items (i)(A), (i)(B) or (i)(C), (ii) in the case of any Member that is an entity, any other entity that wholly-owns, or is wholly-owned by, such entity, (iii) in the case of any Member that is a trustee of a trust, to any successor trustee of such trust, or (iv) any other Member; and (b) with respect to an Assignee transferring Units, (i) in the case of any Assignee that is a trustee of a trust, to any successor trustee of such trust, or (ii) any Member.

TAX CONSIDERATIONS

The following paragraphs summarize certain federal income tax aspects of an investment in the Company by Prospective Investors. The discussion is based on certain provisions of the Internal Revenue Code of 1986, as amended (the "**Code**"), the applicable Treasury Regulations promulgated or proposed thereunder (hereinafter the "**Regulations**"), current positions of the Internal Revenue Service (the "**IRS**") contained in published Revenue Rulings and Revenue Procedures, current administrative positions of the IRS and existing judicial decisions, all of which are subject to changes or modifications at any time. The Company will not request any rulings from the IRS on the tax consequences described below or any other issues. A court might reach a contrary conclusion with respect to the issues addressed if the matter were contested.

Future legislation, administrative action or court decisions may significantly change the conclusions expressed herein, and any such legislation, action or decisions may have a retroactive effect with respect to the transactions contemplated herein.

THE INCOME TAX LAWS APPLICABLE TO PARTNERSHIPS ARE EXTREMELY COMPLEX, AND THE FOLLOWING SUMMARY IS NOT EXHAUSTIVE AND DOES NOT CONSTITUTE TAX ADVICE. A PERSON CONSIDERING INVESTMENT IN THE COMPANY MUST CONSULT HIS TAX ADVISER IN ORDER TO FULLY UNDERSTAND THE FEDERAL, STATE, LOCAL AND FOREIGN INCOME TAX CONSEQUENCES OF SUCH AN INVESTMENT IN HIS PARTICULAR SITUATION. NO REPRESENTATION IS MADE AS TO THE TAX CONSEQUENCES OF THE OPERATION OF THE COMPANY.

Classification of the Company as a Partnership for Tax Purposes

The Company is organized and operated in accordance with the provisions of the Operating Agreement and applicable state law. Under the Regulations, a limited liability company may generally elect to be treated as a partnership or a corporation for U.S. federal income tax purposes. The Company will not elect to be treated as a corporation.

In certain cases described in Section 7704 of the Code, a "publicly traded partnership" ("PTP") may be taxed as a corporation for U.S. federal income tax purposes. A PTP is any partnership if the interests in such partnership are traded on an established securities market or are readily tradable on a secondary market (or the substantial equivalent thereof). The Company does not expect to be treated as a corporation under these rules.

Accordingly, the following discussion is based on the assumption that the Company will be treated as a partnership, and that the Members will be treated as partners, for U.S. federal income tax purposes. **NO RULING HAS BEEN REQUESTED FROM THE IRS WITH RESPECT TO THE COMPANY'S CLASSIFICATION AS A PARTNERSHIP NOR WITH RESPECT TO THE MEMBERS' CLASSIFICATION AS PARTNERS FOR U.S. FEDERAL INCOME TAX PURPOSES. PROSPECTIVE INVESTORS ARE ADVISED TO CONSULT THEIR OWN TAX COUNSEL AS TO THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF AN INVESTMENT IN THE COMPANY.**

Tax Consequences of Ownership of Units

Flow-through of Taxable Income

No U.S. federal income tax will be paid by the Company. Instead, the Company will file annual information returns, and each Member will be required to report on its U.S. federal income tax return its allocable share of the income, gain, loss and deduction of the Company without regard to whether the Member receives any corresponding cash distributions. Consequently, a Member may be allocated income from the Company even if it has not received a cash distribution. The Company will furnish the Members each year with tax information on IRS Schedule K-1, which will be used by the Members in completing their respective tax returns. Each Member is required to treat Company tax items on its separate return consistently with their treatment on the Company's information return. If a Member intends to treat a Company item in a manner inconsistent with the Company's return, a statement explaining the inconsistency must be filed with the Member's separate return.

The characterization of an item of profit or loss (i.e., as capital gain or ordinary income) will usually be determined at the limited liability company level. Except as limited by the "Tax Considerations-Limitations on Deductibility of Company Losses" discussed below, a Member is entitled to deduct on its separate income tax return its allocable share of the Company's net losses, if any, to the extent of tax basis in its interest in the Company at the end of the Company's taxable year in which such losses occur.

Treatment of Company Distributions

Cash distributions from the Company will not necessarily be equivalent to the Company's net income for U.S. federal income tax purposes. Distributions by the Company to a Member generally will not be taxable to the Member for federal income tax purposes to the extent that the amount distributed does not exceed the Member's basis in its Units immediately before the distribution. Cash distributions in excess of a Member's basis generally will be considered to be a gain from the sale or exchange of the Unit, taxable in accordance with the rules described under "Tax Considerations-Disposition of Units." A reduction in liabilities of the Company will be treated as a cash distribution to each Member to the extent of such Member's allocable share of the liability.

Basis of Units

The tax basis of a Member for its interest in the Company will be determined initially by the amount of the paid-in capital contributions in respect of such interest. Such basis will then be increased by such Member's cumulative distributive share of Company taxable and tax-exempt income and such Member's share of liabilities of the Company, particularly liabilities, if any, with respect to which no Member bears the economic risk of loss. A Member's basis will be decreased (but not below zero) by cumulative distributions of cash to such Member (including for this purpose his share of reductions of liabilities of the Company), and by its cumulative distributive share of Company net tax losses and non-deductible expenses.

Allocation of Company Income, Gain, Loss and Deduction

The Code provides that a Member's distributive share of income, gain, loss, deduction or credit will be controlled by the Operating Agreement if the allocations thereunder have "substantial economic effect." The Regulations elaborate on what constitutes "substantial economic effect" for this purpose. The Operating Agreement has been designed to comply with the Code and the Regulations. The Operating Agreement requires that a capital account be established for each Member, that the capital accounts be maintained in accordance with the tax accounting principles set forth in applicable Regulations, that all allocations to a Member of income, gain, loss and deduction from the Company be reflected by appropriate increases or decreases in such Member's capital account, and that distributions in liquidation of the Company be made to the Members in accordance with positive capital account balances.

If the IRS were to contend successfully that the allocations under the terms of the Operating Agreement do not have "substantial economic effect," a Member's share of the income, gain, loss, deduction or credit of the Company would be determined in accordance with the Member's interests in the Company, taking into account all the facts and circumstances. Thus, each Member might be charged with a greater or lesser share of Company items of income or loss than that set forth in the Operating Agreement, and the amount of income taxable to the Members, the amount of loss allocable to the Members, the tax bases of their interests and the amount of recognized gain or loss on sale or other disposition of all or substantially all of the Company assets allocable to the Members might be affected.

The Code requires that a Member's share of items of Company income, gain, loss, deduction or credit correspond to the portion of the year in which it was a Member of the Company. Therefore, all income, gains, losses and deductions of the Company will be allocated among the Members based upon the date of their admission to the Company, as determined in accordance with applicable Regulations (See "Tax Considerations—Admission of New Members").

Limitations on Deductibility of Company Losses

The deduction by a Member of its share of the Company's losses, if any, will be limited to the lesser of (i) the tax basis in its Units or (ii) in the case of a Member that is an individual or a closely held corporation (a corporation where more than fifty percent (50%) of the value of its stock is owned directly or indirectly by five or fewer individuals or certain tax-exempt organizations), the amount which the Member is considered to be "at risk" with respect to certain activities of the Company. In general, the amount at risk includes the Member's actual cash investment, plus any debt for which the Member has personal liability or has pledged property (other than property used in the Company's activities) as security and any debt that constitutes "qualified nonrecourse financing." The amount at risk excludes any amount of money the Member borrows to acquire or hold its Units if the lender of such borrowed funds owns an interest in the Company, is related to such a person or can look only to Units for repayment. Losses in excess of the amount at risk must be deferred until years in which the Company generates additional taxable income against which to offset such carryover losses or until additional capital is placed at risk.

In addition to the limitations described above, the "passive activity loss" limitations generally provide that individuals, estates, trusts and certain closely-held corporations and personal service corporations can deduct losses from passive activities (generally, activities in which the taxpayer does not materially participate) only to the extent of the taxpayer's income from passive activities. Any disallowed passive activity losses may be carried forward to reduce passive activity income in future years or may be deducted in full when the taxpayer disposes of its entire investment in the activity in a fully taxable transaction to an unrelated party. The passive activity loss rules are applied after other applicable limitations on deductions such as the at-risk rules and the basis limitation.

The Code also generally limits the deductions available to certain taxpayers for interest expense on certain kinds of indebtedness allocable to property held for investment. Investment interest expense disallowed under the foregoing rule may be carried forward, subject to the same limitations. The investment interest limitation is expected to apply to Members with respect to their participation in the Company only to the extent that the Company generates investment income and related investment interest expense.

Tax Treatment of Operations

Taxable Year

The Company will use the calendar year as its taxable year. Each Member will be required to include in income its allocable share of Company income, gain, loss and deduction for the fiscal year of the Company ending within or with the taxable year of the Member.

Sale or Foreclosure of Company Assets

Assets disposed of in a taxable transaction will result in gain or loss measured by the difference between the amount realized on the disposition and the adjusted tax basis of such assets. To the extent the Company owns an equity interest in an asset, it will recognize all or a portion of such taxable gain or loss. Taxable gain or loss is shared as set forth in the Operating Agreement. The gain recognized by a Member may exceed any cash proceeds that such Member receives from the disposition.

Installment Sales

With certain significant limitations, the Code permits gains on certain sales for deferred payment obligations to be reported for tax purposes only as those obligations are paid, rather than at the time of sale.

Tax Treatment of Administrative Expenses

The Company will pay certain costs and expenses incurred in connection with its activities. The Company intends to deduct such fees and expenses to the extent that they are reasonable in amount and are not capital in nature or otherwise nondeductible. The tax treatment of these expenses will depend on whether or not the Company is deemed to be engaged in a trade or business, which is a factual determination. To the extent that the Company is not deemed to be engaged in a trade or business, such expenses will constitute miscellaneous itemized deductions for individual Members, and will be subject to certain limitations on deductibility which could reduce or eliminate any tax benefits associated with them. Corporate Members will generally not be subject to these limitations. Organizational and syndication expenses, in general, may not be deducted by either the Company or any Member. An election may be made by the Company to amortize organizational expenses over a 180-month period. Syndication expenses must be capitalized and cannot be amortized or deducted.

Alternative Minimum Tax

Each Member will be required to take into account its distributive share of any items of Company income, gain or loss for purposes of the alternative minimum tax applicable to its alternative minimum taxable income. A Member's alternative minimum taxable income derived from the Company may be higher than its share of Company net income. **PROSPECTIVE INVESTORS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE IMPACT OF AN INVESTMENT IN UNITS ON THEIR LIABILITY FOR THE ALTERNATIVE MINIMUM TAX.**

Disposition of Units

Recognition of Gain or Loss

The Member Units are subject to transfer restrictions contained in the Operating Agreement. See "Description of Restrictions on Transfer." A Member will recognize gain or loss on a sale of such Member's Units in an amount equal to the difference between the amount realized and the Member's tax basis for the Units. A Member's amount realized will be measured by the sum of the cash or the fair market value of other Services received plus its share of Company debt. Because the amount realized includes a Member's share of Company debt, the gain recognized on the sale of Units may result in a tax liability in excess of any cash received from such sale.

Gain or loss recognized by a Member on the sale or exchange of a Unit held for more than one year will generally be taxable as long-term capital gain or loss. A portion of this gain or loss, however, will be separately computed and taxed as ordinary income or loss under Section 751 of the Code to the extent attributable to assets giving rise to depreciation recapture or other "unrealized receivables" or to "inventory" owned by the Company.

Election to Adjust Basis of Company Assets

Under Section 754 of the Code, the Company is entitled to make an election, the general effect of which is to afford transferees of Members, and in certain situations all Members, adjustments to the basis of assets of the Company to reflect their values. Such an election, once made, may not be revoked without the consent of the IRS. If the election is not made, any transferee of a Member will be allocated its share of the Company's tax items calculated by reference to the Company's pre-transfer basis in its assets, without adjustment to reflect the actual transfer price paid. No Member has the right to require the Company to make the election; instead the decision whether or not to make it must be agreed to by all of the Members. There are a number of complexities and added expense with respect to the tax accounting required to implement a Section 754 election, and the Operating Agreement provides that the Company is not required to make an election under Section 754. The failure to make a Section 754 election may have adverse tax effects upon a transferee of an interest in the Company. Because such transferee's *pro rata* share of basis in the Company's assets would be less than the transferee's basis in its interest in the Company, distortions in the timing and character of income can result. In certain circumstances, the Company may be required to make an adjustment to the basis of the assets of the Company in order to reflect their values as if a Section 754 election were in effect.

Liquidation or Termination

Upon a liquidation of the Company, a Member generally will recognize gain only to the extent that liquidating cash distributions received by it exceed the adjusted tax basis for its Units, and generally will recognize loss only to the extent that liquidating distributions are in an amount less than the adjusted basis for the Units and are comprised entirely of cash, unrealized receivables and inventory.

Admission of New Members

The Code precludes a Member from sharing in tax items incurred by a limited liability company prior to the Member's admission to the limited liability company.

PROSPECTIVE INVESTORS ARE ADVISED TO CONSULT THEIR OWN TAX COUNSEL AS TO THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF A SALE, EXCHANGE OR OTHER DISPOSAL OF THEIR UNITS IN THE COMPANY.

Tax-Exempt Members

A tax-exempt Member, such as a typical U.S. pension company, educational institution or private foundation, is generally exempt from federal income tax on its income, except to the extent of its unrelated business taxable income ("**UBTI**"). UBTI is generally defined by the Code as the gross income derived from any trade or business which is regularly carried on by a tax-exempt entity and unrelated to its exempt purpose, less any directly connected deductions and subject to certain modifications. The Code generally excludes from UBTI any gain or loss from the sale or other disposition of property (other than stock in trade or property held primarily for sale in the ordinary course of a trade or business), dividends, interest, royalties, rents from real property and certain other items. A tax-exempt Member's allocable share of gross income and directly connected deductions from entities treated as partnerships for federal income tax purposes results in UBTI to the tax-exempt Member to the same extent as if realized directly by the tax-exempt Member. Incurring "acquisition indebtedness" can cause items of gross income and related deductions from "debt financed property" to be included in UBTI, notwithstanding otherwise applicable exclusions from UBTI. The Company cannot provide any assurance that a tax-exempt Member's allocable share of gross income will not include UBTI.

PROSPECTIVE INVESTORS, WHO ARE TAX-EXEMPT, SHOULD CONSULT THEIR TAX COUNSEL OR OTHER ADVISOR WITH REGARD TO THESE AND OTHER ISSUES UNIQUE TO TAX-EXEMPT ORGANIZATIONS.

Administrative Matters.

Partnership Information Returns and Audit Procedures

The IRS may audit the federal income tax returns filed by the Company. Adjustments resulting from any such audit may require each Member to adjust a prior year's tax liability and could result in an audit of the Member's own return. Any audit of a Member's return could result in adjustments of non-partnership items as well as Company items. Partnerships are generally treated as separate entities for purposes of federal tax audits, judicial review of administrative adjustments by the IRS, and tax settlement proceedings. The tax treatment of partnership items of income, gain, loss and deduction are determined at the partnership level in a unified partnership proceeding rather than in separate proceedings with the Members. The Code provides for one Person to be designated as the partnership representative ("**Partnership Representative**") for these purposes. The Operating Agreement appoints the Partnership Representative of the Company.

Registration as a Tax Shelter

The Code requires that "tax shelters" be registered with the Secretary of the Treasury. The Company has concluded that no registration of the Company as a tax shelter is required because the Company is not a tax shelter under temporary Treasury Regulation Section 301.6111-IT, Q&A 4A. It is possible, however, that the IRS could disagree with the Company as to the requirement to register at the time of this Offering. The penalty for failure to register a "tax shelter" is an amount equal to the greater of (1) $500 or (2) one percent (1%) of the aggregate amount invested in such "tax shelter."

Disclosure of Tax Information

Notwithstanding the confidential nature of this Memorandum, each Prospective Investor (and each employee, representative, or other agent of the Prospective Investor) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of an investment in the Company and all materials of any kind (including opinions or other tax analyses) that are provided to the Prospective Investor relating to such tax treatment and tax structure.

Other Tax Considerations

IN ADDITION TO FEDERAL INCOME TAXES AND WITHHOLDING, MEMBERS WILL BE SUBJECT TO OTHER TAXES AND WITHHOLDING, SUCH AS STATE AND LOCAL INCOME TAXES AND WITHHOLDING, UNINCORPORATED BUSINESS TAXES, BUSINESS FRANCHISE TAXES, AND ESTATE, INHERITANCE OR INTANGIBLE TAXES THAT MAY BE IMPOSED BY THE VARIOUS JURISDICTIONS IN WHICH THE COMPANY DOES BUSINESS OR OWNS PROPERTY. ALTHOUGH AN ANALYSIS OF THOSE VARIOUS TAXES IS NOT PRESENTED HERE, EACH PROSPECTIVE INVESTOR SHOULD CONSIDER THEIR POTENTIAL IMPACT ON ITS INVESTMENT IN THE COMPANY.

CIRCULAR 230 DISCLOSURE: THE COMPANY INFORMS YOU THAT: (I) ANY TAX ADVICE CONTAINED IN THIS MEMORANDUM (INCLUDING ANY EXHIBITS OR ATTACHMENTS HERETO) IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED UNDER THE INTERNAL REVENUE CODE OR ANY OTHER APPLICABLE TAX LAW; AND (II) ANY SUCH TAX ADVICE WAS WRITTEN TO SUPPORT THE MARKETING OR PROMOTION OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN.

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LEGAL PROCEEDINGS

The Company is unaware of any other material legal proceedings, regulatory or otherwise, that would have a material impact on our prospective activities.

DEFINITIONS

Capitalized terms as used throughout this Memorandum, together with other terms related to the Company's business activities, are set forth in the Operating Agreement which is incorporated herein by reference. See the Exhibit section of this Memorandum.

WHERE TO OBTAIN MORE INFORMATION

Throughout this Memorandum, reference is made to certain information either not contained in this document or else attached hereto by way of exhibit. If you or your advisors would like additional information regarding the Company or our objectives, please see the contact information on the cover page of this Memorandum.

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EXHIBIT A: INVESTOR SUITABILITY QUESTIONNAIRE

(attached)

This section alone does not constitute an offer to sell Member Units in the Company.

An offer may be made only by an authorized representative of the Company and the recipient must receive a complete Memorandum including all Exhibits.

EXHIBIT B: SUBSCRIPTION AGREEMENT

(attached)

This section alone does not constitute an offer to sell Member Units in the Company.

An offer may be made only by an authorized representative of the Company and the recipient must receive a complete Memorandum including all Exhibits.

EXHIBIT C: OPERATING AGREEMENT

(attached)

This section alone does not constitute an offer to sell Member Units in the Company.

An offer may be made only by an authorized representative of the Company and the recipient must receive a complete Memorandum including all Exhibits.

ADMINISTRATOR

NAV Consulting, Inc. (the "Administrator" or "NAV") has been engaged as the administrator of the Fund pursuant to a Service Agreement entered into with the Fund (the "NAV Agreement"). The Administrator is responsible for, among other things, calculating the Fund's net asset value, performing certain other accounting, back-office, data processing, processing subscriptions, redemptions and transfer activities of Investors in the Fund, certain anti-money laundering functions and related administrative services.

The NAV Agreement provides that the Administrator shall not be liable to the Fund, any Investor or any other person in absence of finding of willful misconduct, gross negligence, or fraud on the part of NAV. Furthermore, Fund shall indemnify and hold harmless the Administrator, its affiliates, and their respective officers, directors, shareholders, employees, agents and representatives (collectively, the "NAV Parties") from and against any liability, damages, claims, loss, cost or expense, including, without limitation, reasonable legal fees and expenses (individually, "Loss" and collectively, "Losses") arising from, related to, or in connection with the services provided to the Fund pursuant to the NAV Agreement, unless any such Losses are the direct result of the willful misconduct, gross negligence or fraud of NAV. In no event shall NAV have any liability to the Fund, any Investor or any other person or entity which seeks to recover alleged damages or losses in excess of the fees paid to NAV by the Fund in the one year preceding the occurrence of any loss, nor shall NAV be liable for any indirect, incidental, consequential, collateral, exemplary or punitive damages, including lost profits, revenue or data, regardless of the form of the action or the theory of recovery, even if NAV has been advised of the possibility of such damages or such damages were foreseeable. Any claim brought against NAV in connection with the NAV Agreement will be barred unless it is initiated within one year of the earlier of the disclosure of the event which is the subject of such claim or the date that the party advancing such claim knew or could with due inquiry have known of such event. NAV shall not be liable to the Fund, any Investor or any other person for the actions or omissions of any agent, contractor, consultant or other third party performing any portion of the services under the NAV Agreement absent a finding of gross negligence or fraud on the part of NAV in appointing such agent, contractor, consultant or other third party.

NAV shall not be liable to the Fund, any Investor or any other person for actions or omissions made in reliance on instructions from the Fund or advice of legal counsel.

The services provided by NAV are purely administrative in nature. NAV has no responsibilities or obligations other than the services specifically listed in the NAV Agreement. No assumed or implied legal or fiduciary duties or services are accepted by or shall be asserted against NAV. NAV does not provide tax, legal or investment advice. NAV has no duty to communicate with Investors other than as set forth in Exhibit A of the NAV Agreement. NAV does not have custody of Fund's assets, it does not verify the existence of, nor does it perform any due diligence on the Fund's underlying investments, including, investments in or via related or affiliated entities. In connection with the payment processing functions, NAV shall not be responsible for performance of the due diligence on payment recipients other than in connection with payments for Investors' withdrawals from the Fund, which are subject to anti-money laundering review functions of the services.

The NAV Agreement also provides that it is the obligation of the Fund's management, and not of NAV, to review, monitor or otherwise ensure compliance by the Fund with the investment policies, restrictions or guidelines applicable to it or any other term or condition of the Fund's offering documents, including, without limitation, with its valuation policy or the Fund's stated investment strategy, and with laws and regulations applicable to its activities. The Fund's management's responsibility for the management of the Fund, including without limitation,

the valuation of the Fund's assets and liabilities, including, defining and maintaining the valuation policy and for fair valuing the Fund's assets, the oversight of the services provided by NAV and the review of work product delivered by NAV shall not be affected by or limited by any of the services provided by NAV.

The NAV Agreement provides that NAV is entitled to rely on any information, including valuation information, received by NAV from the Fund, the Fund's management or other parties, including without limitation, broker-dealers and data vendors, without independent verification, audit, review, inquiry, or performing other due diligence and NAV shall not be liable to the Fund, any Investor or any other persons for losses suffered as a result of NAV relying on incorrect information. NAV has no responsibility to review, independently value, verify, compare to other pricing sources or otherwise perform due diligence on the valuation information. NAV may accept such information as accurate and complete without independent verification. Furthermore, NAV shall not be liable to the Fund, any Investor or any other person for any loss incurred as a result of an error or inaccuracy of any valuation information received from the Fund or from any pricing or valuation service or data service provider or delay, interruption in service or failure to perform of any pricing or valuation service or data service provider used by NAV. The information on investor statements and other reports produced by NAV shall not be considered an offer to sell or a solicitation of an offer to purchase any interest in the Fund, nor may it be used to induce or recommend the purchase or holding of any interest in the Fund.
The NAV Agreement bars non-parties from asserting third party beneficiary claims against NAV.
The Fund pays NAV fees out of the Fund's assets, generally based upon the size of the Fund, in accordance with NAV's standard schedule for providing similar services, subject to a monthly minimum.
Either party may terminate the NAV Agreement on 60 days' prior written notice as well as on the occurrence of certain events.

Investors may review the NAV Agreements by contacting the Fund; provided, that NAV reserves the right not to disclose the fees payable thereunder.
NAV is not responsible for the preparation of this Confidential Memorandum or the activities of the Fund and therefore accepts no responsibility for any information contained in any other section of this Confidential Memorandum.

USA Funds Contact Information
Administrator
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1 Trans Am Plaza Drive, Suite 400
Oakbrook Terrace, Illinois 60181
T: +1 630.954.1919
F: +1.630.954.1945
main@navconsulting.net

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1 Trans Am Plaza Drive, Suite 400
Oakbrook Terrace, Illinois 60181, United States
T: +1.630.954.1919
F: +1.630.596.8555
transfer.agency@navconsulting.net

Wire Instruction

Wiring Instructions of Record: Please note that redemption payments, in accordance with both the current Anti-Money Laundering regulatory environment and industry best practice, will be paid only to the bank account used for the subscription payment which should be noted below and certified as the bank account of record for the Investor. The titling of the bank account must match the titling of this subscription. If not, the Registrar and Transfer Agent and the Manager must be notified now regarding the discrepancy and its reason. The Registrar and Transfer Agent and/or the Manager may reject any subscription at any time where payment is sourced from a different bank account than the bank account of record or a bank account with different titling than the subscription, regardless of whether such payment was received in advance or accordance with the payment deadline requirements.

Wire To:

NXS Crypto Fund LLC
Bank Name: Northbrook Bank & Trust
Bank Address: 1100 Waukegan Road
Northbrook, IL 60062
ABA/Routing Number: 071926184
Account Number: 8705200474
Description: Investor Name or Entity Name