

ARTICLE THREE: SHARES AND CAPITAL ACCOUNTS

1.**Shares.** As of the date of this Agreement, the limited liability company interests of the Company shall be denominated by One Million Ten Thousand (1,010,000) “Shares,” of which One Million (1,000,000) shall be denominated as “Investor Shares” and Ten Thousand (10,000) as “Sponsor Shares.” All of the Investor Shares shall be owned by the Investor Members and all of the Sponsor Shares shall be, and are, owned by the Sponsor. The Manager may create additional classes of limited liability company interests in the future, with such rights and preferences as the Manager may determine in its sole discretion (“New Shares”).

2.**Preemptive Rights.**

2.1.**In General.** Before issuing New Shares, the Manager shall notify each Investor Member, including in such notice the rights and preferences of the New Shares, the price of each New Share, the aggregate number of New Shares the Manager is seeking to sell, each Investor Member’s *pro rata* number of New Shares (based on the respective Capital Contributions of the Investor Members), how the proceeds from the sale of New Shares will be used. Each Investor Member shall, within fifteen (15) business days of such notice, notify the Manager of the aggregate number of New Shares such Investor Member wishes to purchase, if any. If a Investor Member fails to respond to the Manager’s notice by the close of business on the fifteenth (15th) business day following the date of the Manager’s notice, such Investor Member shall be deemed to have declined to purchase any New Shares.

2.2.**Allotment.** If Investor Members wish to purchase fewer than all of the New Shares the Manager is seeking to sell, then each Investor Member shall purchase the number of New Shares such Investor Member specified in his, her, or its response, and the remaining New Shares may be sold to third parties. If Investor Members wish to purchase more than all of the New Shares the Manager is seeking to sell, then (i) each Investor Member shall be entitled to purchase that number of New Shares equal to the lower of (A) his, her or its *pro rata* number of New Shares, or (B) the number of New Shares such Investor Member specified in his, her, or its response; and (ii) if there are any New Shares remaining after applying the foregoing clause, then each Investor Member who chose to purchase a number of New Shares in excess of his, her, or its *pro rata* number shall purchase that portion of the remaining New Shares equal to a fraction, the numerator of which is the total number of New Shares such Investor Member specified in his, her, or its response and the denominator of which is the total number of New Shares specified in the responses of all such Investor Members.

2.3.**Restrictions Based on Offering Requirements.** The Manager may limit the rights described in in this section 3.2 to Investor Members who satisfy the requirements of an

exemption used to offer and sell the New Shares without registration under section 5 of the Securities Act of 1933. For example, if the New Shares are being offered under 17 CFR §230.506(c), the Manager may limit the rights described in this section 3.2 to Investor Members who are then “accredited investors” under 17 CFR §230.501(a).

2.4.Purchase of New Shares by Sponsor and Affiliates. Neither the Sponsor nor its affiliates may purchase New Shares before using good faith efforts to sell such New Shares to unrelated third parties.

2.5.Certificates. The Shares of the Company shall not be evidenced by written certificates unless the Manager determines otherwise. If the Manager determines to issue certificates representing Interests, the certificates shall be subject to such rules and restrictions as the Manager may determine.

2.6.Registry of Shares. The Company shall keep or cause to be kept on behalf of the Company a register of the Members of the Company. The Company may, but shall not be required to, appoint a transfer agent registered with the Securities and Exchange Commission as such.

2.7.Tokenization of Shares. The Manager may, but shall not be required to, cause some or all the Shares to be represented as “tokens” using blockchain technology, with such features and attributes as the Manager may determine from time to time in its sole discretion. Each Member shall execute such documents and instruments as the Manager may reasonably request in connection with the “tokenization” of the Shares.

3.Capital Accounts. A capital account shall be established and maintained for each Member. Each Member’s capital account shall initially be credited with the amount of his, her, or its Capital Contribution. Thereafter, the capital account of a Member shall be increased by the amount of any additional contributions of the Member and the amount of income or gain allocated to the Member and decreased by the amount of any distributions to the Member and the amount of loss or deduction allocated to the Member, including expenditures of the Company described in section 705(a)(2)(B) of the Code. Unless otherwise specifically provided herein, the capital accounts of the Members shall be adjusted and maintained in accordance with Code section 704 and the regulations thereunder.