Quantum Space Fund, LLC

October 20, 2025

Private Placement Memorandum

THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY PRIVATE PLACEMENT MEMORANDUM OR OTHER SOLICITATION MATERIALS. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED ARE EXEMPT FROM REGISTRATION.

THE SECURITIES OFFERED HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY STATE REGULATORY AUTHORITY NOR HAS ANY STATE REGULATORY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

Confidential Private Placement Memorandum

For

QUANTUM SPACE FUND, LLC
A Nevada Limited Liability Company

October 9, 2025

Class D Preferred Return Units

SECURITIES OFFERED	Equity in the form of LLC membership interests denominated as Class D Units at $50.00 per Unit
MAXIMUM OFFERING AMOUNT	$100,000,000
MINIMUM OFFERING AMOUNT	$250,000
MINIMUM INVESTMENT AMOUNT	$50,000
CONTACT INFORMATION	Quantum Space Fund, LLC Attn: Lucas Entler Phone: (424) 281-8626
MAILING ADDRESS	10869 Scottsdale Rd. Suite 103#150 Scottsdale, AZ 85154

QUANTUM SPACE FUND, LLC (the "**Quantum Space Fund**," "**Quantum**," the "**Issuer**," the "**Fund**," or the "**Company**") is a Nevada limited liability company ("**LLC**") formed on August 6, 2025, with the purpose of raising capital funds to acquire land parcels and develop luxury stargazing glamping resorts in premier dark sky locations across the United States (the "**Project(s)**"). The Company is offering. by means of this private placement memorandum ("**Private Placement Memorandum**" or the "**PPM**"), Company equity in the form of Class D LLC membership interests (the "**Class D Units**", or in the singular, a "**Class D Unit**") on a best efforts and ongoing basis to those who meet the investor suitability standards (the "**Investor(s)**") as set forth herein (the "**Offering**") See "**Investor Suitability Standards**" below.

The Company is selling Class D LLC membership interests at an offering price of fifty U.S. dollars ($50.00) per Class D Unit. The minimum investment amount for the Offering per Class D Unit Investor is $50,000 (the "Minimum Investment Amount"). Although the Company does not intend to list the Class D Units for trading on any exchange or other trading market, the Company has adopted a redemption plan designed to provide Investors with limited liquidity for their investment in the Company (See "**Description of the Securities**" below).

The Company is managed by a manager, Quantum Space GP Holdings, LLC, a Nevada limited liability company (the "Manager") and the Company's Officer is Lucas Entler. The Company intends to use the proceeds of this Offering (the "**Proceeds**") to partially fund property acquisition, construction, development, and operations of the Projects.

The Company will offer the Class D Units via the website **investment.quantumspacefund.com** (the "**Portal**").

The Company is operated subject to the terms of the Operating Agreement, date September 25, 2025(the "**Operating Agreement**"). See Exhibit B, the "**Operating Agreement**." Investors who purchase Class D Units will become members of the Company subject to the terms of the Operating Agreement of the Company ("**Members**" or in the singular a "**Member**") and will hereinafter be referred to as "**Investors**" or in the singular an "**Investor**" once the Company deposits the Investor's investment into an escrow account with Encore Bank ("Escrow Facilitator") (if the Minimum Offering Amount has not yet been met at the time of investment) or in the Company's main operating account (if the Minimum Offering Amount has been met at the time of investment).

Proceeds from this Offering will be held in a separate account form the Company's main operating account until the Minimum Offering Amount is met. If the Company's gross Proceeds received do not meet the Minimum Offering Amount, the funds will be returned to Investors. When the gross Proceeds received exceeds the Minimum Offering Amount, the funds will be released from the escrow account with the Escrow Facilitator (administered by the Manager) and deposited into the Company's main operating account.

The Company intends to raise proceeds to engage in the following activities: (i) to develop income-producing real estate located in the United States classified as commercial real estate assets and (ii) create ten (10) institutional-quality properties that combine luxury accommodations with astronomical experiences (see the "**Use of Proceeds**" section below). These anticipated uses will not change if the Company fails to reach the Maximum Offering Amount. The only change that will occur is the potential size of the asset portfolio if the Company only raises amounts between the Minimum Offering Amount to the Maximum Offering Amount.

Sales of the Class D Units pursuant to this Regulation D 506(c) Offering will commence on the date this Private Placement Memorandum is offered to the public (the "**Effective Date**") and will terminate on the earliest of: (a) the date the Company, in its sole discretion, elects to terminate, (b) the date upon which all Units have been sold, or (c) exactly 12 months after the Effective Date (the "**Offering Period**").

The minimum amount of gross proceeds that must be raised is two hundred fifty thousand U.S. dollars ($250,000) (the "**Minimum Offering Amount**") and the maximum amount of gross proceeds expected to be generated for the Company's use through this Offering is one hundred million U.S. dollars ($100,000,000) (the "**Maximum Offering Amount**") in accordance with Regulation D Section 506(c) as set forth under the Securities Act of 1933, as amended. Investors who purchase Class D Units will become Members of the Company subject to the term of the Operating Agreement of Quantum Space Fund, LLC (See Exhibit B, the "**Operating Agreement**") once the Company deposits the Investor's investment into the Company's escrow account with the Escrow Facilitator (if the Minimum Offering Amount has not yet been met at the time of investment) or into the Company's main operating account (if the Minimum Offering Amount has been met at the time of investment).

Prior to this Offering, there has been no public market for Class D Units, and none is expected to develop. The Offering price is arbitrary and does not bear any relationship to the value of the assets of the Company. The Company does not currently have plans to list any Class D Units on any securities market. Investing in the Company through the purchase of Class D Units involves risk, some of which are set forth below. See the section titled "**Risk Factors**" to read about the factors an Investor should consider prior to purchasing Class D Units.

The Manager will receive a 1.5% Management Fee from the Company. (See "**Risk Factors**", "**Compensation of the Manager**" and "**Conflicts of Interest**" below.) Investing in the Class D Units is speculative and involves substantial risks, including risk of complete loss. Prospective Investors should purchase these securities only if they can afford a complete loss of their investment. There are material income tax risks associated with investing in the Company that prospective Investors should consider. (See "**Federal Tax Treatment**" below.)

KoreConX USA intends to act as the transfer agent for this Offering.

TABLE OF CONTENTS

SUMMARY OF THE OFFERING

The following information is only a brief summary of, and is qualified in its entirety by, the detailed information appearing elsewhere in this Offering. This PPM, together with the exhibits attached including, but not limited to, the Operating Agreement, a copy of which is attached hereto as Exhibit B, should be carefully read in its entirety before any investment decision is made. If there is a conflict between the terms contained in this PPM and the Operating Agreement, the Operating Agreement shall prevail, and control and no Investor should rely on any reference herein to the Operating Agreement without consulting the actual underlying document.

The Company was organized under the laws of Nevada on **August 6, 2025** (see Exhibit A "**Articles of Organization**"). The Company commenced operations in **August 2025**. The Company expects to begin operations promptly after the Proceeds from the sale of Class D Units pursuant to this Offering are released from the escrow account to the Company's main operating account.

Though the Company may operate throughout the State of Nevada, the Manager and its Affiliates will direct most of the Company's efforts to the hospitality and entertainment development area with respect to the intended business activities (see "**Description of the Business**" below).

COMPANY INFORMATION AND BUSINESS	Quantum Space Fund, LLC is a Nevada limited liability company with a principal place of business located at 10869 Scottsdale Rd Suite 103#150, Scottsdale, AZ 85254. Through this Offering, the Company is offering equity in the Company in the form of Class D Units on a "best-efforts" and ongoing basis to qualified Investors who meet the Investor suitability standards as set forth herein See "Investor Suitability Standards." As further described in the Private Placement Memorandum, the Company has been organized to allocate the funds necessary for the purchase of previous developed camping site land parcels or underdeveloped land sites and for the development and operations of 10 stargazing glamping sites (the "**Project(s)**").

MANAGEMENT	The Company is managed by **Quantum Space GP Holdings, LLC** (the "**Manager**"). The day-to-day management and investment decisions of the Company are vested in the Manager. The Manager is managed by its individual principal, Lucas Entler.
THE OFFERING	This Offering is the first capital raise by the Company in its history. The Company is selling Company equity in the form of membership interests. The membership interests are denominated into four classes of Units, Class A Units, Class B Units, Class C Units and Class D Units, and the Offering is selling Class D Units. The Company will use the Proceeds of this Offering to begin its operations. The Company has targeted issuance of one hundred million U.S. dollars ($100,000,000) in Class D Units and a Minimum Offering Amount of two hundred fifty thousand U.S. dollars ($250,000). The Offering is not underwritten.
CLASS D UNITS BEING OFFERED	Only Class D Units will be offered through this Offering. The Class D Units are being offered at a purchase price of $50.00 per Unit. The Minimum Investment Amount for any Investor is $50,000; therefore, an Investor must purchase at least 1,000 Class D Units. The Class D Units are transferrable upon prior approval by Manager, and no market is expected to form with respect to the Units.

PREFERRED RETURN	Class D Preferred Return means a prorated, non-compounded per annum internal rate of return of ten percent (10%) based on Class D Members' Capital Contribution minus any return of capital from Distributable Cash or a Capital Transaction Event, if any. The Class D Preferred Return shall accrue six (6) months after deployment of funds. The Class D Preferred Return shall be paid from Distributable Cash, if at all, at times and amounts in the sole discretion of the Manager. The Class D Preferred Return is not guaranteed, meaning that the Class D Preferred Return will not be paid for any particular period if the Company does not have sufficient capital available to pay it or if the Manager in its sole discretion determines that it is in the best interests of the Company to retain such funds. Any Class D Preferred Return deficiencies will accrue and roll over to the following period.
USE OF PROCEEDS	The Company intends to use approximately 100% of the net Proceeds from the Offering to fund the Company's development and operations of the Projects. **Quantum Space Fund, LLC** intends to use the Proceeds from the Offering it receives from the Company to acquire, develop, construct, and operate the Projects.
COMPENSATION TO AFFILIATES/MANAGER	The Manager is entitled to reimbursement or payment of the actual costs and expenses associated with the formation and operation of the Company, including this Offering. **Management Fee** means a fee paid to Manager by Company for fulfilling management and

	administration duties required to effectuate improvement(s) of Company Project. For years 1-3, the Company shall pay to the Manager a fee equal to one and one-half percent (1.5%) of Gross Revenues. For years 4-7, the Company shall pay to the Manager a fee equal to one percent (1.0%) of Gross Revenues. This fee shall be payable in twelve (12) payments due to the Manager at the end of each month and calculated based on the Gross Revenues for the previous month. If after the annual accounting, the Management Fees that were paid to the Manager over the Fiscal Year are in excess of the amount actually owed to the Manager over the Fiscal Year, the Manager will have the option between (1) paying the Company the difference in dollars over one payment; or, (2) deducting the difference from the monthly Management Fee payments to Manager until the difference balance is zero
PRIOR EXPERIENCE OF COMPANY MANAGEMENT	The Manager was formed under the laws of the State of Nevada on August 4, 2025. The individual principal of the Manager is an experienced hospitality and technology sector professional He. has successfully launched and managed multiple ventures and has deep expertise in marketing, operations, and capital markets. Please see the section titled "**Officers And Significant Employees Of The Manager"** for further information.
INVESTOR SUITABILITY STANDARDS	Class D Units will not be sold to any person or entity unless such person or entity is an "Accredited Investor" as that term is defined in

	Rule 501(a) of Regulation D promulgated under the Securities Act of 1933 (the "Securities Act"); Each person purchasing Class D Units will be subject to the terms of the Subscription Agreement and the Operating Agreement, copies of which are provided as Exhibit D and B, respectfully. Each person acquiring Class D Units may be required to represent that he, she, or it is purchasing the Class D Units for his, her, or its own account for investment purposes and not with a view to resell or distribute the Class D Units. Each prospective Purchaser of Class D Units may be required to furnish such information or certification as the Company may require in order to determine whether any person or entity purchasing Class D Units is an Accredited Investor, if such is claimed by the Investor.
LIMITATIONS ON INVESTMENT AMOUNT	There is no limitation as to the amount invested through the purchase of Class D Units.
COMMISSIONS FOR SELLING CLASS D UNITS	The Class D Units will be offered and sold directly by the Company, the Manager, and the managers of the Manager. No commissions will be paid to the Company, Manager, or managers of the Manager, for selling the Class D Units. Class D Units may also be sold by Texture Capital, Inc., a FINRA member broker dealer ("Texture Capital") who entered into a participating broker dealer agreement with the Company. The Issuer shall pay to Texture Capital an amount equal to 1% of the gross proceeds from aggregate sales for the first $5,000,000 and 0.75% of gross proceeds

	between $5,000,0001 and $45,000,000 and 0.5% thereafter. In addition to paying the commission on aggregate sales the Issuer may pay Texture 5% of the gross proceeds resulting from the direct selling efforts of Texture Capital.
NO LIQUIDITY	There is no public market for the Class D Units, and none is expected to develop. Additionally, the Class D Units will be transferable only upon approval by the Manager, and as may be required by law, and will not be listed for trading on any exchange or automated quotation system. (See "Risk Factors" and "Description of the Securities" below.) The Company may or may not, at the Company's discretion, facilitate or otherwise participate in the secondary transfer of any Class D Units. Prospective Investors are urged to consult their own legal advisors with respect to secondary trading of the Class D Units. (See "**Risk Factors**" below.)
CONFLICTS OF INTEREST	The Manager will be entitled to distributions from the Company related to their ownership of Class A Units. Additionally, the Manager has authority and discretion over all Company decisions. Further, all voting rights of the Company granted to Members are retained by the Class A Member. See "**Risk Factors**" and "**Conflicts of Interest**" below.
COMPANY EXPENSES	Except as otherwise provided herein, the Company shall bear all costs and expenses associated with the costs associated with the Offering and the operation of the Company, including, but not limited to, the annual tax preparation of the Company's tax returns, any state and federal income tax due, accounting fees, filing fees,

	independent audit reports, costs and expenses to market, advertise, or obtain subscriptions for the Interests, costs and expenses associated with the acquisition, rehabilitation, holding, leasing, and management of real estate property, and costs and expenses associated with the disposition of real estate property.

The Company reserves the right to waive the 1,000 Unit minimum subscription for any investor. The Offering is not underwritten. The Units are offered on a "best efforts" basis by the Company through its Manager.

CERTAIN NOTICES

FOR RESIDENTS OF ALL STATES:

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("SECURITIES ACT"), OR THE SECURITIES LAWS OF CERTAIN STATES ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS OF SAID ACT AND SUCH LAWS. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS PRIVATE PLACEMENT MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THERE IS NO PUBLIC MARKET FOR THE FUND'S SECURITIES AND NONE IS EXPECTED TO DEVELOP. THE FUND IS NOT OBLIGATED TO REGISTER WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION OR WITH ANY STATE REGULATORS. THE ISSUANCE OF THE SECURITIES AND THE SECURITIES PURCHASED PURSUANT HERETO IS BEING UNDERTAKEN PURSUANT TO RULE 506(c) OF REGULATION D UNDER THE SECURITIES ACT.

THIS OFFERING IS NOT UNDERWRITTEN. THE OFFERING PRICE HAS BEEN ARBITRARILY DETERMINED BY THE FUND AND DOES NOT BEAR ANY RELATIONSHIP TO THE ASSETS THAT HAVE BEEN OR ARE TO BE ACQUIRED BY THE FUND OR ANY OTHER ESTABLISHED CRITERIA OR INDICIA FOR VALUING A BUSINESS. THERE CAN BE NO ASSURANCE THAT ANY OF THE SECURITIES OFFERED THROUGH THIS OFFERING WILL BE SOLD.

THIS OFFERING IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MIGHT BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. AN INVESTOR MUST REPRESENT THAT THE SECURITIES ARE BEING ACQUIRED FOR INVESTMENT PURPOSES ONLY, AND NOT WITH A VIEW TO OR PRESENT INTENTION OF DISTRIBUTION.

THIS PRIVATE PLACEMENT MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR OTHER JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION (I) WOULD BE UNLAWFUL, (II) IS NOT AUTHORIZED, OR (III) IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO. THIS OFFERING IS ONLY AVAILABLE TO "ACCREDITED" INVESTORS AS DEFINED BY RULE 501 OF REGULATION D. ALL SUBSCRIPTIONS FOR PURCHASE OF SECURITIES WILL BE SUBJECT TO VERIFICATION BY THE FUND OF AN INVESTOR'S STATUS AS AN ACCREDITED INVESTOR.

EXCEPT AS OTHERWISE INDICATED, THIS PRIVATE PLACEMENT MEMORANDUM SPEAKS AS OF THE DATE OF THE PRIVATE PLACEMENT MEMORANDUM AND NEITHER THE DELIVERY HEREOF NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE CONDITION OF THE FUND SINCE THE DATE HEREOF.

NO PERSON HAS BEEN AUTHORIZED TO MAKE REPRESENTATIONS OR PROVIDE ANY INFORMATION OTHER THAN THAT CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM, AND ANY INFORMATION OR REPRESENTATION NOT CONTAINED HEREIN MUST NOT BE RELIED UPON.

NOTHING IN THIS PRIVATE PLACEMENT MEMORANDUM SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE. EACH PROSPECTIVE PURCHASER SHOULD CONSULT HIS OWN PROFESSIONAL ADVISORS AS TO LEGAL, TAX, FINANCIAL, AND RELATED MATTERS PRIOR TO PURCHASING CLASS D UNITS.

TREASURY DEPARTMENT CIRCULAR 230 NOTICE. TO ENSURE COMPLIANCE WITH CIRCULAR 230, INVESTORS ARE HEREBY NOTIFIED THAT: (I) ANY DISCUSSION OF FEDERAL TAX ISSUES CONTAINED OR REFERENCED TO IN THIS MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY INVESTORS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THEM UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR THE CODE; (II) ANY SUCH DISCUSSION IS MADE IN CONNECTION WITH THE PROMOTION AND MARKETING BY THE ISSUER OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THIS PRIVATE PLACEMENT MEMORANDUM; AND (III) INVESTORS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

THIS PRIVATE PLACEMENT MEMORANDUM HAS BEEN PREPARED FROM DATA SUPPLIED BY SOURCES DEEMED RELIABLE BY THE FUND AND DOES NOT KNOWINGLY CONTAIN ANY UNTRUE STATEMENT OF ANY MATERIAL FACT. IT CONTAINS A SUMMARY OF MATERIAL PROVISIONS OF DOCUMENTS REFERRED TO HEREIN. STATEMENTS MADE WITH RESPECT TO THE PROVISIONS OF SUCH DOCUMENTS ARE NOT COMPLETE AND REFERENCE IS MADE TO THE ACTUAL DOCUMENTS FOR COMPLETE REVIEW. THIS PRIVATE PLACEMENT MEMORANDUM IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH DOCUMENTS AS THEY MAY BE AMENDED, AND ALL DOCUMENTS RELATED THERETO, COPIES OF WHICH WILL BE MADE AVAILABLE UPON REQUEST AND SHOULD BE THOROUGHLY REVIEWED PRIOR TO PURCHASING A MEMBERSHIP INTEREST.

FLORIDA RESIDENTS: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT IN RELIANCE UPON EXEMPTIVE PROVISIONS CONTAINED THEREIN. SECTION 517.061(11)(a)(5) OF THE FLORIDA SECURITIES AND INVESTOR PROTECTION ACT (THE "FLORIDA ACT") PROVIDES WHEN SALES ARE MADE TO FIVE OR MORE PURCHASERS IN THIS STATE THAT ANY SALE OF SECURITIES IN FLORIDA WHICH ARE EXEMPTED FROM REGISTRATION UNDER SECTION 517.061(11) OF THE FLORIDA ACT IS VOIDABLE BY THE PURCHASER IN SUCH SALE EITHER WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE ISSUER, AN

AGENT OF THE ISSUER, OR AN ESCROW AGENT OR WITHIN THREE (3) DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER.

NASAA LEGEND

BY ACCEPTANCE OF THIS PRIVATE PLACEMENT MEMORANDUM, PROSPECTIVE INVESTORS RECOGNIZE AND ACCEPT THE NEED TO CONDUCT THEIR OWN THOROUGH INVESTIGATION AND DUE DILIGENCE BEFORE CONSIDERING A PURCHASE OF THE CLASS D UNITS. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER 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. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES MAY BE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER FEDERAL AND STATE SECURITIES LAWS. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

NOTICE TO NON-UNITED STATES RESIDENTS

IT IS THE RESPONSIBILITY OF ANY ENTITIES WISHING TO PURCHASE THE CLASS D 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.

BY ACCEPTANCE OF THIS PRIVATE PLACEMENT MEMORANDUM, PROSPECTIVE INVESTORS RECOGNIZE AND ACCEPT THE NEED TO CONDUCT THEIR OWN THOROUGH INVESTIGATION AND DUE DILIGENCE BEFORE CONSIDERING A PURCHASE OF THE CLASS D UNITS. THE CONTENTS OF THIS PRIVATE PLACEMENT MEMORANDUM SHOULD NOT BE CONSIDERED TO BE INVESTMENT, TAX, OR LEGAL ADVICE AND EACH PROSPECTIVE INVESTOR SHOULD CONSULT WITH THEIR OWN COUNSEL AND ADVISORS AS TO ALL MATTERS CONCERNING AN INVESTMENT IN THIS OFFERING.

PATRIOT ACT RIDER

THE INVESTOR HEREBY REPRESENTS AND WARRANTS THAT THE INVESTOR IS NOT, NOR IS IT ACTING AS AN AGENT, REPRESENTATIVE, INTERMEDIARY OR NOMINEE FOR, A PERSON IDENTIFIED ON THE LIST OF BLOCKED PERSONS MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF TREASURY. IN ADDITION, THE INVESTOR

HAS COMPLIED WITH ALL APPLICABLE U.S. LAWS, REGULATIONS, DIRECTIVES, AND EXECUTIVE ORDERS RELATING TO ANTI-MONEY LAUNDERING, INCLUDING BUT NOT LIMITED TO THE FOLLOWING LAWS:

(1) THE UNITING AND STRENGTHENING AMERICA BY PROVIDING APPROPRIATE TOOLS REQUIRED TO INTERCEPT AND OBSTRUCT TERRORISM ACT OF 2001, PUBLIC LAW 107-56, AND (2) EXECUTIVE ORDER 13224 (BLOCKING PROPERTY AND PROHIBITING TRANSACTIONS WITH PERSONS WHO COMMIT, THREATEN TO COMMIT, OR SUPPORT TERRORISM) OF SEPTEMBER 11, 2001.

EACH PROSPECTIVE INVESTOR WILL BE GIVEN AN OPPORTUNITY TO ASK QUESTIONS OF, AND RECEIVE ANSWERS FROM, MANAGEMENT OF THE FUND CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING AND TO OBTAIN ANY ADDITIONAL INFORMATION, TO THE EXTENT THE FUND POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORTS OR EXPENSE, NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM.

IF YOU HAVE ANY QUESTIONS WHATSOEVER REGARDING THIS OFFERING, OR DESIRE ANY ADDITIONAL INFORMATION OR DOCUMENTS TO VERIFY OR SUPPLEMENT THE INFORMATION CONTAINED IN THIS MEMORANDUM, PLEASE WRITE OR CALL THE FUND AT THE ADDRESS AND PHONE NUMBER LISTED IN THIS PRIVATE OFFERING MEMORANDUM.

THE MANAGEMENT OF THE FUND HAS PROVIDED ALL OF THE INFORMATION STATED HEREIN.

THE FUND MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS OF THIS INFORMATION OR, IN THE CASE OF PROJECTIONS, ESTIMATES, FUTURE PLANS, OR FORWARD LOOKING ASSUMPTIONS OR STATEMENTS, AS TO THEIR ATTAINABILITY OR THE ACCURACY AND COMPLETENESS OF THE ASSUMPTIONS FROM WHICH THEY ARE DERIVED, AND IT IS EXPECTED THAT EACH PROSPECTIVE INVESTOR WILL PURSUE HIS, HER, OR ITS OWN INDEPENDENT INVESTIGATION.

IT MUST BE RECOGNIZED THAT ESTIMATES OF THE FUND'S PERFORMANCE ARE NECESSARILY SUBJECT TO A HIGH DEGREE OF UNCERTAINTY AND MAY VARY MATERIALLY FROM ACTUAL RESULTS.

FORWARD LOOKING STATEMENTS

Some of the information you will find in this Offering may contain "forward-looking statements." Such forward-looking statements are based on various assumptions of the Issuer, which assumptions may not prove to be correct. There can be no assurance that such projections, assumptions and statements will accurately predict future events or the actual performance of the Fund. Accordingly, Investors should not rely on forward-looking statements in this Private Placement Memorandum because they are inherently uncertain. The use of words such as "anticipates," "projects," "forecasts," "estimates," "prospective," "objective," "predicts," "projects," "believes," "expects," "plans," "future," "intends," "should," "can," "could," "might," "potential," "continue," "may," "will," and similar words, expressions or phrases identify these forward-looking statements. When considering such forward-looking statements, you should keep in mind the risk factors outlined herein. These risk factors, or other events, could cause actual results to differ materially from those contained in any forward-looking statement. Investors should not place undue reliance on these forward-looking statements. Purchasers should expect that anticipated events and circumstances shall not occur, that unanticipated events and circumstances shall occur, and that actual results shall likely vary from the forward-looking statements, and that such variances may be material and adverse. In addition, any projections and statements, written or oral, which do not conform to those contained in this memorandum should be disregarded, and their use is a violation of law.

INVESTOR SUITABILITY STANDARDS

Prospective purchasers of the Shares offered by this Memorandum should give careful consideration to certain risk factors described under the "RISK FACTORS" section and especially to the speculative nature of this investment and the limitations described under that caption with respect to the lack of a readily available market for the Shares and the resulting long-term nature of any investment in the Company. This Offering is available only to suitable Accredited Investors having adequate means to assume such risks and of otherwise providing for their current needs and contingencies.

General

The Shares will not be sold to any person unless such prospective purchaser or that person's duly authorized representative shall have represented in writing to the Company in a Subscription Agreement that:

- The prospective purchaser has adequate means of providing for his or her or its current needs and personal contingencies and has no need for liquidity in the investment of the Shares;
- The prospective purchaser's overall commitment to investments which are not readily marketable is not disproportionate to his, her, or its net worth and the investment in the Shares will not cause such overall commitment to become excessive; and
- The prospective purchaser is an "Accredited Investor" (as defined below) suitable for purchase in the Shares.

Each person or entity acquiring Shares will be required to represent that either he, she, or the entity is purchasing the Shares for his, her, or the entity's own account for investment purposes and not with a view to resale or distribution.

Accredited Investors

The Company will conduct the Offering in such a manner that Shares may be sold only to "Accredited Investors" as that term is defined in Rule 501(a) of Regulation D (17 CFR 230.501(a)) promulgated under the Securities Act. In summary, a prospective purchaser will qualify as an "Accredited Investor" if he, she, or the entity meets any one of the following criteria:

- Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, at the time of that person's purchase, exceeds $1,000,000. For purposes of calculating net worth under this criterion:
    - (i) The person's primary residence shall not be included as an asset;
    - (ii) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and
    - (iii) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.

- Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of $300,000 in each of those years and who has a reasonable expectation of reaching the same income level in the current year.
- Any bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934 (the "Exchange Act"); any investment advisor registered pursuant to Section 203 of the Investment Advisers Act of 1940 (the "Investment Advisors Act") or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the Commission under Section 203(l) or (m) under the Investors Advisers Act; any insurance company as defined in Section 2(a)(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 (the "Investment Company Act") or a business development company as defined in Section 2(a)(48) of that act; any Small Business Investment Company (SBIC) licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee

benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are Accredited Investors.

- Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act.
- Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000.
- Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 506(b)(2)(ii) of Regulation D adopted under the Securities Act.
- Any entity in which all the equity owners are Accredited Investors.
- Any entity, of a type not listed in the immediately preceding five criteria, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000 where "investments" for the purposes of this criterion is defined in Rule 2a51-1(b) under the Investment Company Act (17 CFR 270.2a51-1(b)).
- Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer.
- Any natural person who is a "knowledgeable employee," as defined in Rule 3c-5(a)(4) under the Investment Company Act (17 CFR 270.3c-5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in Section 3 of such act, but for the exclusion provided by either Section 3(c)(1) or Section 3(c)(7) of such act.
- Any "family office," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act (17 CFR 275.202(a)(11)(G)-1):

    (i) With assets under management in excess of $5,000,000;
    (ii) That is not formed for the specific purpose of acquiring the securities offered; and
    (iii) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

- Any "family client," as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act (17 CFR 275.202(a)(11)(G)-1)), of a family office meeting the requirements defined in the immediately preceding criterion and whose prospective investment in the issuer is directed by such family office pursuant to the "family office" sub-criterion (iii) above.
- Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution, the Commission will consider, among others, the following attributes:

    (i) The certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution;
    (ii) The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;

(iii) Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and

(iv) An indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable.

(Please look to the SEC Website for additional information on "Professional Criteria").

Other Requirements

No subscription for the Shares will be accepted from any prospective purchaser unless that person or entity is acquiring the Shares for his, her or its own account (or accounts as to which he, her or it has sole investment discretion), for investment and without any view to sale, distribution or disposition thereof.

Each prospective purchaser of Shares may be required to furnish such information as the Company may require determining whether any person or entity purchasing Shares is an Accredited Investor.

RISK FACTORS

The Company commenced preliminary business development operations in August 2025 and is organized as a limited liability company under the laws of the State of Nevada. Accordingly, the Company has only a limited history upon which an evaluation of its prospects and future performance can be made. The Company's proposed operations on the Project are subject to all business risks associated with new enterprises. The likelihood of the Project's success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the development of real estate and operation of single family properties in a competitive industry. There is a possibility that the Company could sustain losses in the future.

There can be no assurances that the Company will operate profitably. An investment in the Units involves a number of risks. Investors should carefully consider the following risks and other information in this Private Placement Memorandum before purchasing Units. Without limiting the generality of the foregoing, Investors should consider, among other things, the following risk factors:

Inadequacy Of Funds

Gross Offering Proceeds up to one hundred million U.S. dollars ($100,000,000.00) may be realized. Management believes that such Proceeds will capitalize and sustain the Company sufficiently to allow for the implementation of its business plan for the acquisition and development of stargazing glamping resorts, acquire commercial real estate property, and manage secured-debt instruments. If only a fraction of this Offering is sold, or if certain assumptions contained in Company Manager's business plans prove to be incorrect, the Company may have inadequate funds to fully develop its business and may need debt financing or other capital investment to fully implement its business plans. Furthermore, if the funds raised through this Offering are inadequate, the percentage ownership of an Investor may be reduced in the future if the Company is required to raise additional capital through the issuance of additional units with rights and preferences as determined in the sole discretion of the Company. Lastly, if for any reason less than the Minimum Offering Amount of two hundred fifty thousand U.S. dollars ($250,000) is received by the Company, the Company will return all Proceeds received to the prospective Investors and thereby not retain any funds to operate or implement the Company's business plan.

Our Success Depends on the Services of our Principal, the Loss of whom could Disrupt our Business

We depend to a large extent on the services of our Principal, Mr. Lucas Entler. Given his knowledge and experience, he is important to our future prospects and development as we rely on his expertise in developing our business strategies and maintaining our operations. The loss of the service of Mr. Entler and the failure to find timely replacements with comparable experience and expertise could disrupt and adversely affect our business.

Although Dependent on Certain Key Personnel, We Do Not Have Any Key Person Life Insurance Policies on any Such People

We are dependent on Lucas Entler in order to conduct our operations and execute our business plan, however, we have not purchased any insurance policies with respect to him in the event of his death or disability. Therefore, if Lucas Entler dies or becomes disabled, we will not receive any compensation to assist with his absence. The loss of Lucas Entler could negatively affect us and our operations.

Limited Operating History Which Makes Future Performance Difficult to Predict
The Company has a very limited operating history. You should consider an investment in Units of this Offering in light of the risks, uncertainties and difficulties frequently encountered by other newly formed companies with similar objectives. The Company has minimal operating capital and for the foreseeable future will be dependent upon its ability to finance its operations from the sale of equity or other financing alternatives. The failure to successfully raise operating capital, could result in its bankruptcy or other event which would have a material adverse effect on the Company and its Investors. There can be no assurance that Company will achieve its investment or operating objectives.

Investors Should Seek Their Own Independent Counsel
Investors in the Company may not have been represented by independent counsel with respect to this Offering. Attorneys assisting in the formation of the Company and the preparation of this Offering Circular have represented only the Company and its principals and Affiliates. (See "Conflicts of Interest" below.)

Company is Not Subject to Sarbanes-Oxley Regulations and May Lack the Financial Controls and Procedures of Public Companies
The Company may not have the internal control infrastructure that would meet the standards of a public company, including the requirements of the Sarbanes-Oxley Act of 2002. As a privately-held (non-public) Company, the Company is currently not subject to the Sarbanes-Oxley Act of 2002, and its financial and disclosure controls and procedures reflect its status as a development stage, non-public company. There can be no guarantee that there are no significant deficiencies or material weaknesses in the quality of the Company's financial and disclosure controls and procedures. If it were necessary to implement such financial and disclosure controls and procedures, the cost to the Company of such compliance could be substantial and could have a material adverse effect on the Company's results of operations and financial conditions.

Sensitivity to General Economic Conditions
The financial success of the Company may be sensitive to adverse changes in general economic conditions in the United States, such as recession, inflation, unemployment, and interest rates. Such changing conditions could reduce demand in the marketplace for the Company's real estate assets, cause an increase in vacancy rates, cause a reduction in rental rates or purchase prices for residential or commercial property, increase maintenance and management costs, and reduce overall demand for Company products or services. The Company has no control over these general economic conditions and changes.

Possible Fluctuations in Company Operating Results
The Company's operating results may fluctuate significantly from period to period as a result of a variety of factors, including many factors that are not in the control of the Company. Some factors that may contribute to operating result fluctuations include, but are not limited to: purchasing patterns of active adults or the general public; camping resort amenity demands; competitive substitute-residential unit pricing; debt service requirements; debt principal-reduction payments, real estate market variances in sales prices, capitalization rates, and future rental rates; market rates may negatively affect property values; credit risks that property residents may default on payments; elevated vacancy rates; potential liabilities associated with accidents that could happen on the premises of any Company-related property; inability to obtain favorable financing; market illiquidity for Company assets; and general economic conditions. Consequently, Company revenues and expenses may vary by fiscal quarter, and the Company's operating results may experience fluctuations.

Risks of Borrowing and Indebtedness

Since Company is likely to incur or utilize debt in the execution of the business plan, a portion of its cash flow will have to be dedicated to the payment of principal and interest on such indebtedness. There is no guarantee that Company will be able to refinance outstanding indebtedness or refinance the indebtedness at terms that are advantageous or acceptable to Company. Typical loan agreements also might contain restrictive covenants which may impair the Company's operating flexibility. Such loan agreements would also provide for default under certain circumstances, such as failure to meet certain financial covenants. A default under a loan agreement could result in the loan becoming immediately due and payable and, if unpaid, a judgment in favor of such lender which would be senior to the rights of owners of the Company. A judgment creditor would have the right to foreclose on any of Company's assets resulting in a material adverse effect on its business, which in turn would result in a material adverse effect on the Company's operating results and financial condition.

The Company may be Unable to Renew, Repay or Refinance its Outstanding Debt.

The Company is subject to the risk that its indebtedness will not be able to be renewed, repaid or refinanced when due or that the terms of any renewal or refinancing will not be as favorable as the existing terms of such indebtedness. If it is unable to refinance its indebtedness on acceptable terms, or at all, the Company might be forced to dispose of the Property on disadvantageous terms, which might result in losses to us. Such losses could have a material adverse effect on the Company and its ability to make distributions to our equity holders and pay amounts due on its debt.

Unanticipated Obstacles to Execution of The Business Plan

The Company's business plan will initially focus on the development of stargazing glamping resorts and amenity needs and that may change. The Company's primary business endeavor of developing camping sites, locations and amenities is capital intensive and may be subject to statutory or regulatory requirements. Company's Manager believes that the Company's chosen activities and strategies are achievable in light of current economic and legal conditions with the skills, background, and knowledge of the Company's Manager and advisors. Manager reserves the right to make significant modifications to the Company's stated strategies depending on future events.

Management Discretion as To Use of Proceeds

The net proceeds from this Offering will be used for the purposes described under the "Use of Proceeds" section. The Company and Company's Manager reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which it deems to be in the best interests of the Company and its Members in order to address changed circumstances or opportunities. As a result of the foregoing, the success of the Company will be substantially dependent upon the discretion and judgment of Manager with respect to application and allocation of the net proceeds of this Offering. Investors in the Interests offered hereby will be entrusting their funds to the Company's Manager, upon whose judgment and discretion the investors must depend.

Control By Management and Exclusive to Manager

The Company's Manager and its Officers and employees have full and complete managerial control on the investment decisions and day-to-day activities of the Company. Investors in this Offering will have no control in determining the investment strategies implemented by Manager, the operations or any of the day-to-day activities of the Company. The Manager may change investment strategies or operations from time-to-time at the sole discretion of the Manager without input of Investors and no assurances can be given that such a change in investment strategy or operations

would not be adverse to the interests of the Investors. The Operating Agreement specifically authorizes the Company's Manager to execute any document or instrument of any kind which it may deem appropriate to carry out the business of the Company without being required to obtain any Limited Member's consent or authorization. Further, Limited Members have no right to take part in the conduct or control of any business matter of the Company.

Company's Success Depends on Performance of Co-Investors, Partners, Distributors, Contractors and Suppliers

The Company will be dependent on its co-investors, corporate partners, distributors, contractors and suppliers during the execution of the business plan. The loss of or lack of performance by the Company's co-investors, corporate partners, distributors, contractors or suppliers that provide key products or services associated with the development, construction or operation of a Company property could harm the Company's business, financial condition, cash flow and performance. In the event a project co-investor is unable to timely provide funds in accordance with any investment agreements or construction contracts, Company may be required to provide additional funds to a project or possibly lose its investment in the project if funds are not available and the project is abandoned. Similarly, in the event that a key supplier of either labor or products to the operations and development of a glamping resort were to be unable to perform their duties, Company may experience increased expenses or possibly the inability to operate until the labor or products are replaced. Loss of or non-performance of a co-investor, corporate partner, distributor, contractor or supplier may cause adverse material effect on Company operating results and financial condition. Consequently, you should not invest in the Company unless you are willing to entrust the Company Manager's selection of co-investors and the selection and contracting of corporate partners, contractors and suppliers to provide key products and services to the Company property.

Damage to Reputation Could Negatively Impact the Company's Business, Results of Operations and Financial Condition

The Company's reputation and the quality of its brand, operations and property are critical to its business success. Any incident that erodes confidence in the Company's brand, operations or property could significantly reduce the Company's value and damage its business and future business opportunities. The Company may be adversely affected by any negative publicity, regardless of its source or accuracy. Also, there has been a marked increase in the use of social media platforms and similar devices, including blogs, social media websites and other forms of internet-based communications that provide individuals with access to a broad audience. The availability of information on social media platforms is virtually immediate as is its impact. Information posted may be adverse to its interests or may be inaccurate, each of which may harm its performance, prospects or business. The harm may be immediate and may disseminate rapidly and broadly, without affording us an opportunity for redress or correction. The costs to the Company to correct inaccuracies or attempt to repair any reputational damage to Company's brand, operations or property may be significant and require expenditure over an unknown duration. Reputational damage could result in a material adverse effect on the Company's operating results and financial condition.

Investors Will be Unable to Evaluate Company's Property Asset Portfolio Prior to Investment

The Company does not own any real property assets prior to or at the time of this Offering. None of the specific real property assets in which the Company will invest in or develop are identified at this time; therefore, any potential Investor is unable to review and evaluate the Company's property assets portfolio to determine whether to invest in the Company. However, the general business goals of the Company are to invest in real properties and real estate-related investments as further described herein. The Company may later have a specific, identifiable portfolio of real property which Investors may be able to review in accordance with the terms and conditions of the Company's Operating Agreement.

Company Possesses Right to Change and Mix its Investment Profile
The Company and Company's Manager reserves the right, in the sole and absolute discretion of Manager, to modify, change or revise its typical investment profile and the mix of real properties that the Company invests in or otherwise participates in the development or operation of. Similarly, Manager may modify, change or revise its investment profile related to the mix of real estate-related investments, instruments or opportunities that the Company invests in. Investors have no guarantee and should not assume that the real property-class mix, real estate-related investment mix and profile of the Company will not change substantially over time.

Limited Transferability and Liquidity
To satisfy the requirements of certain exemptions from registration under the Securities Act, and to conform with applicable state securities laws, each Investor must acquire his, her or their Interests for investment purposes only and not with a view towards distribution. Consequently, certain conditions of the Securities Act may need to be satisfied prior to any sale, transfer, or other disposition of the Units. Some of these conditions may include a minimum holding period, availability of certain reports, including financial statements from the Company, limitations on the percentage of Interests sold and the manner in which they are sold. The Company can prohibit any sale, transfer or disposition unless it receives an opinion of counsel provided at the holder's expense, in a form satisfactory to the Company, stating that the proposed sale, transfer or other disposition will not result in a violation of applicable federal or state securities laws and regulations. No public market exists for the Interests and no market is expected to develop. Consequently, owners of the Interests may have to hold their investment indefinitely and may not be able to liquidate their investments in the Company or pledge them as collateral for a loan in the event of an emergency.

Broker Dealer Sales of Interests
The Company's Units are not presently included for trading on any exchange, and there can be no assurances that the Company will ultimately be registered on any exchange. No assurance can be given that the Units of the Company will ever qualify for inclusion on the NASDAQ System or any other trading market. As a result, the Company's Units are covered by a Securities and Exchange Commission rule that imposes additional sales practice requirements on broker-dealers who sell such securities to persons other than established customers and investors. For transactions covered by the rule, the broker-dealer must make a special suitability determination for the purchaser and receive the purchaser's written agreement to the transaction prior to the sale. Consequently, the rule may affect the ability of broker-dealers to sell the Company's securities and may also affect the ability of Investors to sell their Units in the secondary market.

Long Term Nature of Investment in Company
An investment in the Units may be long term and illiquid. As discussed above, the offer and sale of the Units will not be registered under the Securities Act or any foreign or state securities laws by reason of exemptions from such registration which depends in part on the investment intent of the investors. Prospective investors will be required to represent in writing that they are purchasing the Units for their own account for long-term investment and not with a view towards resale or distribution. Accordingly, purchasers of Units must be willing and able to bear the economic risk of their investment for an indefinite period of time. It is likely that investors will not be able to liquidate their investment in the event of an emergency.

No Current or Expected Future Public Market for Interests
There is no current market for the Units offered in this Offering and no market is expected to develop in the near future.

Offering Price
The price of the Units offered has been arbitrarily established by the Company, considering such matters as the state of the Company's business development and the general condition of the industry in which it operates. The Offering price of Units bears little relationship to the assets, net worth, or any other objective criteria of value applicable to the Company.

Compliance With Securities Laws
The Units are being offered for sale in reliance upon certain exemptions from the registration requirements of the Securities Act, applicable Nevada securities laws, and other applicable state securities laws. If the sale of Units were to fail to qualify for these exemptions, purchasers may seek rescission of their purchases of Units. If a number of purchasers were to obtain rescission, the Company would face significant financial demands which could adversely affect the Company as a whole, as well as any non-rescinding purchasers.

Lack Of Firm Underwriter
The Units are offered on a "best efforts" basis by the Company, Company's Manager and the Company Manager's Directors, Officers and employees without compensation and on a "best efforts" basis through a FINRA registered broker-dealer via a Participating Broker-Dealer Agreement with the Company. Accordingly, there is no assurance that the Company, Company's Manager or any FINRA broker-dealer, will sell the maximum Units offered or any lesser amount.

The U.S. Securities and Exchange Commission (SEC) Does Not Pass Upon the Merits of the Securities or the Terms of the Offering, Nor Does It Pass Upon the Accuracy or Completeness of any Offering Document or Literature
You should not rely on the fact that a Form 1-A, filed by the Company to the SEC providing notice of an exempt offering of securities under Regulation A of the Securities Act, is accessible through the U.S. Securities and Exchange Commission's EDGAR filing system as an approval, endorsement or guarantee of compliance as it relates to this Offering.

Projections: Forward Looking Information
The Company's Manager has prepared projections regarding the Company's anticipated financial performance. The Company's projections are hypothetical and based upon factors influencing the business of the Company. The projections are based on the Company Manager's best estimate of the probable results of operations of the Company, based on present circumstances, and have not been reviewed by the Company's independent accountants. These projections are based on several assumptions, set forth therein, which the Company's Manager believes are reasonable. Some assumptions upon which the projections are based, however, invariably will not materialize due to the inevitable occurrence of unanticipated events and circumstances beyond the Company Manager's control. Therefore, actual results of operations will vary from the projections, and such variances may be material. Assumptions regarding future changes in sales, revenues and costs are necessarily speculative in nature.

In addition, projections do not and cannot take into account such factors as general economic conditions, unforeseen regulatory changes, the entry into the Company's target market of additional competitors, the terms and conditions of future capitalization, and other risks inherent to the Company's business. While the Company's Manager believes that the projections accurately reflect possible future results of the Company's operations, those results cannot be guaranteed.

The Company's Success Will Depend Upon the Acquisition, Improvement and Development of Real Estate by Manager, and Manager May be Unable to Consummate Land Acquisition or Development on Advantageous Terms, and the Developed Property May Not Perform as Expected
The Company intends to acquire, develop, improve, lease, operate and potentially dispose of real estate assets. The acquisition of real estate entails various risks, including the risks that the real estate assets may not perform as expected, that Company or Manager may be unable to quickly and efficiently integrate assets into its existing operations and the cost estimates for the development, construction, lease, operation or sale of a property may prove inaccurate. These risks may result in a material adverse effect on Company's business, which in turn would result in a material adverse effect on the Company's operating results and financial condition.

Reliance on Manager to Select Appropriate Property and Investment
The Company's ability to achieve its investment objectives is dependent upon the performance of the Company Manager's team in the selection of an appropriate real property for acquisition or investment and the development and operation of a real estate property. Investors in the Units offered will have no opportunity to evaluate the terms of any proposed real property transactions or other economic or financial data concerning Company's investments. Investors in the Units must rely entirely on the Manager's knowledge, skill and ability and Manager's Members, Officers, employees and advisors in their processes related to real property selection and investment.

Competition May Decrease Revenues, Increase Costs and Decrease Rates of Return
The Company may experience competition from other developers of single-family residential and mixed-use communities and other sophisticated investors in those competing real-property developers and investors. Competition may increase the costs of land, labor and materials for Company investments and decrease the intended lease rates or the potential return on investment of real estate assets developed or owned by the Company. Further, competition for suitable real property, experienced labor and building materials may increase direct- and indirect-costs to the Company while engaged in developing, constructing, repairing or maintaining real property. Competition could result in a material adverse effect on the Company's operating results and financial condition.

Delays in Property Development, Construction or Operations
Delays the Company and Company's Manager may encounter in the development of single-family residential properties, mixed use or commercial properties or any type of real property include government-related delay such as the permitting, inspection or certificate-of-occupancy processes; construction-related delays such as weather, adverse site conditions and material- or labor-supply disruptions; and finance-related delays such as extended due diligence processes, funding and closing procedures. Delays in initiating or completing any development or renovation project or the operations of a Company property could adversely affect the Company, which in turn would result in a material adverse effect on the Company's operating results and financial condition.

Environmentally Hazardous Property
Under various Federal, State, City and local environmental laws, ordinances and regulations, a current or previous owner or operator of real property may be liable for the cost of removal or remediation of hazardous or toxic substances on, under or in such property. Such laws often impose liability whether or not the owner or operator knew of, or was responsible for, the presence of such hazardous or toxic substances. Environmental laws also may impose restrictions on the manner in which property may be developed, used or businesses may be operated, and these restrictions may require

additional or unanticipated expenditures. Environmental laws provide for sanctions in the event of non-compliance and may be enforced by governmental agencies or, in certain circumstances, by private parties. In connection with the development and ownership of its property, Company may be potentially liable for such environmental-related costs. The cost of defending against claims of liability, complying with environmental regulatory requirements or remediation any contaminated property could materially adversely affect the business, assets or results of operations of Company which in turn would result in a material adverse effect on the Company's operating results and financial condition.

Manager's Discretion in the Future Disposition or Company's Exit of Property

The Company's Manager cannot predict with any certainty the various market conditions affecting any Company real estate investments which will exist at any particular time in the future. Due to the uncertainty of market conditions which may affect the future disposition of the Company's property, the Company cannot assure the Investor that Company will be able to sell its property at a profit in the future. Accordingly, the timing of refinancing or liquidation of any of the Company's real estate investments will be dependent upon fluctuating market conditions, which in turn could result in a material adverse effect on the Company's operating results and financial condition.

Real Estate Investments are Not as Liquid as Other Types of Assets, Which May Reduce Economic Returns to Investors

Real estate investments are not as liquid as other types of investments, and this lack of liquidity may limit Company's ability to react promptly to changes in economic, financial, investment or other conditions. In addition, significant expenditures associated with real estate investments, such as mortgage payments, real estate taxes and maintenance costs, are generally not reduced when circumstances cause a reduction in income from the investments. Thus, Company's ability at any time to sell assets may be restricted. This lack of liquidity may limit the Company's ability to vary its portfolio promptly in response to changes in economic financial, investment or other conditions and, as a result, could adversely affect the Company's financial condition, results of operations, and cash flows.

Company May be Unable to Lease or Sell a Property If /When it Decides to Do So

Company Manager's ability to lease or sell the property on advantageous terms depends on factors beyond the Company's or Manager's control, including but not limited to competition from other sellers and the availability of attractive financing for potential buyers of the property Company acquires. The Company cannot predict the various market conditions affecting real estate investments which will exist at any particular time in the future. Due to the uncertainty of market conditions which may affect the future leasing conditions or disposition of the property Company acquires, the Company cannot assure its Members that Company will be able to lease units within or sell such property at a profit in the future. Accordingly, the extent to which the Company's Members will receive cash distributions and realize income from leasing activities or potential appreciation on Company's real estate investments will be dependent upon fluctuating market conditions. Furthermore, Company may be required to expend funds to correct defects or to make improvements before individual units in a Company property can be leased or a Company property can be sold. Company cannot assure Members that it will have funds available to correct such defects or to make such improvements. In developing a property, Company may agree to restrictions that prohibit the sale of that property for a period of time or impose other restrictions, such as a limitation on the amount of debt that can be placed or repaid on that property. These provisions would restrict Company's ability to sell a property, which in turn could result in a material adverse effect on the Company's operating results and financial condition.

Illiquidity of Real Estate Investments Could Significantly Impede Company's Ability to Respond to Adverse Changes in the Performance of the Company

Since real estate investments are relatively illiquid, Company's ability to promptly sell its assets in response to changing economic, financial and investment conditions may be limited. In particular, these risks could arise from weakness in, or even the lack of an established market for a specific property or class of real property, changes in the financial condition or prospects of prospective purchasers, changes in local, regional national or international economic conditions, and changes in laws, regulations or fiscal policies of jurisdictions in which the Company property is located. Company may be unable to realize its investment objectives by sale, other disposition or refinance at attractive prices within any given period of time or may otherwise be unable to complete any exit strategy. This in turn could result in a material adverse effect on the Company's operating results and financial condition.

Company Expects to Invest in Property Operating in a Regulated Environment

Company expects to invest in properties related to and the development of stargazing glamping resorts that when being constructed, and thereafter operating, are subject to a wide range of Federal, State, and local laws and regulations. The camping locations, resort facilities and amenities in which the Company intends to invest are regulated by government entities and rules including, but not limited to, building departments and construction codes, health codes, potential food and safety inspections, zoning for observatory structures, hazardous material identification and storage, and various personnel licensing requirements. The violation of these or future requirements or laws and regulations could result in administrative, civil, or criminal sanctions against the Company, which may adversely impact the Company's property, business, results of operations and financial condition.

Property Acquired by Company May Have Liabilities or Other Encumbrances

Company intends to perform appropriate due diligence for the property investments it acquires. Company also will seek to obtain appropriate representations and indemnities from the seller in respect to the property. The property the Company may acquire may be subject to uninsured liabilities or otherwise have encumbrances affecting its value. The Company may have only limited or perhaps even no recourse for any such liabilities or other problems or issues or, if Company has received indemnification from the seller, the resources of such seller may not be adequate to fulfill its indemnity obligation. As a result, Company could be required to resolve or cure such liability or other encumbrances, and such expenses could have an adverse effect on Company's cash flow available to meet other expenses, which in turn could result in a material adverse effect on the Company's operating results and financial condition.

Company's Investments May be Subject to Risks from the Use of Borrowed Funds

Company expects at various times during business plan execution to develop or acquire real property by borrowing funds. Company may also incur or increase its indebtedness by obtaining loans secured by certain properties in order to use the proceeds for further development of the Project. In general, for any particular property, Company will expect that the property's cash flow will be sufficient to pay the cost of its mortgage indebtedness, in addition to the operating and related costs of the property. However, if there is insufficient cash flow from the property, Company may be required to use funds from other sources to make the required debt service payments, which generally would reduce the amount available for distribution to the Company, which in turn would reduce the amount of distributions made to Investors. The incurrence of mortgage indebtedness increases the risk of loss from Company's investments since one or more defaults on mortgage loans secured by its property could result in foreclosure of those

mortgage loans by the lenders with a resulting loss of Company's investment in the property securing the loans. For tax purposes, a foreclosure of one of Company's properties would be treated as a sale of the property for a purchase price equal to the outstanding balance of the indebtedness secured by the mortgage. If that outstanding balance exceeds Company's tax basis in the property, Company would recognize a taxable gain as a result of the foreclosure, but it would not receive any cash proceeds as a result of the foreclosure transaction. This in turn could result in a material adverse effect on the Company's operating results and financial condition.

Mortgage loans or other financing arrangements with balloon payments in which all or a substantial portion of the original principal amount of the loan is due at maturity, may involve greater risk of loss than those financing arrangements in which the principal amount of the loan is amortized over its term.

At the time a balloon payment is due, Company may or may not be able to obtain alternative financing on favorable terms, or at all, to make the balloon payment or to sell the property in order to make the balloon payment out of the sale proceeds. If interest rates are higher when the Company obtains replacement financing for its existing loans, the cash flows from its property, as well as the amounts Company may be able to distribute to its Investors, including the Company, could be reduced, which in turn would reduce the amount available to the Company to distribute to Investors. If interest rates are higher when Company obtains replacement financing for its existing loans, the cash flows from its property could be materially reduced, which in turn would reduce the amount available to the Company to distribute to Investors. In some instances, Company may only be able to obtain recourse financing, in which case, in addition to the property or other investments securing the loan, the lender may also seek to recover against Company's other assets for repayment of the debt. Accordingly, if Company does not repay a recourse loan from the sale or refinancing of the property or other investment securing the loan, the lender may seek to obtain repayment from one or more of Company's other assets. These risks from utilizing indebtedness in Company operations could result in a material adverse effect on the Company's operating results and financial condition.

Uninsured Losses Relating to Real Property May Adversely Affect Company Performance

Company's Manager will attempt to assure that the Company's property is comprehensively insured (including liability, fire, and extended coverage) in amounts sufficient to permit replacement in the event of a total loss, subject to applicable deductibles. However, to the extent of any such deductible and/or in the event that the Company's property incurs a casualty loss which is not fully covered by insurance, the value of Company's assets will be reduced by any such loss. Also, certain types of losses, generally of a catastrophic nature, resulting from, among other things, earthquakes, floods, hurricanes or terrorist acts may not be insurable or even if they are, such losses may not be insurable on terms commercially reasonable to Company. Further, Company may not have a sufficient external source of funding to repair or reconstruct a damaged or total loss of a property; there can be no assurance that any such source of funding will be available to Company for such purposes in the future. Uninsured losses to the Company property could result in a material adverse effect on the Company's operating results and financial condition.

Competition For Real Property Investments May Increase Costs and Reduce Company Returns

Company and Company's Manager will experience competition for real property investments from various sources including individuals, corporations, and bank and insurance company investment accounts, as well as other real estate limited partnerships, real estate investment funds, commercial developers, pension plans, other institutional and foreign investors and other entities engaged in real estate investment activities. Company will compete against other potential purchasers of properties of high-quality commercial properties leased to credit-worthy tenants and residential properties and, as a result of the weakened U.S. economy, there may be greater competition for the properties of the type in which Company will develop. Some of these competing entities may have greater financial and other resources allowing them to compete more effectively. This competition may result in Company paying higher prices to acquire and develop its property than it otherwise would, or Company may be unable to acquire a property that Company's Manager believes meet Company's investment objectives and are otherwise desirable investments. This in turn could result in a material adverse effect on the Company's operating results and financial condition.

In addition, Company's property may be located close to properties that are owned by other real estate investors and that compete with Company for tenants or buyers. These competing properties may be better located and more suitable for desirable tenants than Company's property, resulting in a competitive advantage for these other non-Company properties. This competition may limit Company's ability to lease its residential units or commercial space, increase its costs of securing tenants, limit its ability to charge rents and/or require it to make capital improvements it otherwise might not make to its property. As a result, Company may suffer reduced cash flow and suffer a material adverse effect on the Company's business, operating results and financial condition.

Risks of Real Property Ownership that Could Affect the Marketability and Profitability of the Property

There is no assurance that Company's property will be profitable or that cash from operations will be available for distribution to its Members, including the Company, which in turn may decrease the distributions the Company may be able to make to Investors. Real property, like many other classes and types of long-term investments, historically has experienced significant fluctuations and cycles in value, specific market conditions may result in occasional or permanent reductions in the value of Company real property interests. The marketability and value of real property will depend upon many factors beyond the control of the Company, including (without limitation):

1. Changes in general or local economic conditions;
2. Changes in supply or demand of competing real property in an area (e.g., as a result of over-building);
3. Changes in interest rates;
4. The promulgation and enforcement of governmental regulations relating to land use and zoning restrictions, environmental protection and occupational safety;
5. Condemnation and other taking of real property by the government;
6. Unavailability of mortgage funds that may increase borrowing costs and/or render the sale of a real property difficult;
7. Unexpected environmental conditions;
8. Financial condition of tenants, ground lessees, ground lessors, buyers and sellers of real property;
9. Changes in real estate taxes and any other operating expenses;
10. Energy and supply shortages and the resulting increases in operating costs or the costs of materials and construction;

11. Various uninsured, underinsurance or uninsurable risks (such as losses from terrorist acts), including risks for which insurance is unavailable at reasonable rates or with reasonable deductibles; and
12. Imposition of unfavorable tenancy laws or government-mandated rent controls.

Environmental Regulation and Issues, Certain of Which the Company May Have No Control Over, May Adversely Impact the Company's Business

Federal, State, City and local environmental laws, ordinances and regulations impose environmental controls, disclosure rules and zoning restrictions which directly impact the use, or sale of real property. Such laws and regulations tend to discourage sales and leasing activities and mortgage lending with respect to some properties and may therefore adversely affect Company specifically, and the real estate industry in general. A current or previous owner or operator of real property may be liable for the cost of removal or remediation of hazardous or toxic substances on, under or in such property. Such laws often impose liability whether or not the owner or operator knew of, or was responsible for, the presence of such hazardous or toxic substances. Failure by Company Manager to uncover and adequately protect against environmental issues in connection with the acquisition or development of real property may subject Company to liability as the buyer of such real property or asset. Environmental laws and regulations impose liability on current or previous real property owners or operators for the cost of investigating, cleaning up or removing contamination caused by hazardous or toxic substances at the property. Environmental laws also may impose restrictions on the manner in which property may be used or businesses may be operated, and these restrictions may require expenditures.

Liability for environmental issues can be imposed even if the original actions were legal and Company had no knowledge of, or was not responsible for, the presence of the hazardous or toxic substances. Environmental laws provide for sanctions in the event of non-compliance and may be enforced by governmental agencies or, in certain circumstances, by private parties. In connection with the development and ownership of properties, Company may be potentially liable for compliance-related costs. The cost of defending against claims of liability, complying with environmental regulatory requirements or remediation any contaminated property could materially adversely affect the business, assets or results of operations of the Company. Company may also be held responsible for the entire payment of the liability if Company is subject to joint and several liability and the other responsible parties are unable to pay. Further, Company may be liable under common law to third parties for damages and injuries resulting from environmental contamination emanating from the site. Insurance for such matters may not be available. This in turn could result in a material adverse effect on the Company's business, operating results and financial condition.

Americans with Disabilities Act (ADA) Compliance

Under the Americans with Disabilities Act of 1990 (the "ADA"), all public properties are required to meet certain federal requirements related to access and use by disabled persons. Properties acquired by the Company or in which it makes a property investment may not be in full compliance with the ADA. If a property is not in compliance with the ADA, then the Company may be required to make modifications to such property to bring it into compliance, or face the possibility of imposition, or an award, of damages to private litigants. In addition, changes in governmental rules and regulations or enforcement policies affecting the use or operation of the properties, including changes to building, fire and life-safety codes, may occur which could result in a material adverse effect on the Company's business, operating results and financial condition.

Adverse Weather Events Could Cause Property Damage, Increase Costs or Delay Projects

Real property owned or invested in by Company may experience adverse weather events, such as but not limited to extended extreme low-temperature freezing or surface water flooding, which could cause direct or indirect damage to Company's real estate assets or materially delay development and construction projects. Direct or indirect damage caused during adverse weather events may require unanticipated repairs, maintenance, and tenant dislocation, all of which could increase costs for Company and reduce profitability or asset values. Even in the event insurance policies cover the event causing property damage or loss(es), the expense of any applicable deductible and the damage repair or loss of property use may not be fully covered by insurance, and the value of Company's asset(s) will be reduced by any such loss(es). Company may be required to expend funds to remedy damage to real property, delay or increase cost of development or construction, or possibly abandon the development of real property. Adverse weather events could result in a material adverse effect on the Company's business, operating results and financial condition.

Loss of Property Utilities Could Cause Property Damage and Increase Costs

Company real property may experience short-term or long-term loss of utilities such as electric, natural gas, potable water, wastewater sewer and storm sewer systems. In the event there is a loss of electric or natural gas utilities during a sustained period of below-freezing temperatures, the loss of heating systems could cause direct or indirect damage to Company's real estate assets. Similarly, failure of a storm sewer system not owned or controlled during a high-rainfall event may cause flooding either in the vicinity of, on or inside a Company property thereby causing direct or indirect damage to the Company's real estate assets due to flooding that may not be covered by an insurance policy. Lastly, loss of electricity for an extended period of time can shut down air-conditioning systems such that humidity levels increase and allow for the conditions conducive to mold growth. Such direct or indirect damage may require unanticipated repairs, maintenance, and tenant dislocation, all of which could increase costs for Company and reduce its profitability. Insurance policies may cover the event causing property, though the expense of any deductible and the damage repair or loss of property use is not fully covered by insurance, the value of Company's asset(s) will be reduced by any such loss(es). Loss of utilities could result in a material adverse effect on the Company's business, operating results and financial condition.

Real Estate May Develop Harmful Mold, Which Could Lead to Liability for Adverse Health Effects and Costs of Remediating the Problem

Mold growth may occur when excessive moisture accumulates in buildings or on building materials, particularly if the excessive moisture condition remains undiscovered or is not addressed over a period of time. Some molds may produce airborne toxins or irritants. Concern about indoor exposure to mold has been increasing as exposure to mold may cause a variety of adverse health effects and symptoms, including allergic or other reactions. As a result, the presence of significant mold at the Company's property could require Company to undertake a costly remediation program to contain or remove the mold from the affected property. In addition, the presence of significant mold could expose Company to liability from its tenants, employees of such tenants and other third parties if property damage or health concerns arise. Mold-related liabilities could result in a material adverse effect on the Company's operating results and financial condition.

Real Estate May Contain Radon Gas, Which Could Increase Maintenance Costs or Costs of Remediation

Radon is a naturally occurring radioactive gas caused by the degradation of uranium in soil, found in low-average concentrations in ambient air, can increase in concentration inside an enclosed structure and recognized as a cause of lung cancer. Laws regarding testing and disclosure of radon-related information known to a property owner or landlord to prospective buyers or tenants are different in, and specific to, each state. The US

Environmental Protection Agency (USEPA) has set an indoor air concentration of 4.0 pCi/L as a threshold at which remedial action to lower the indoor air concentration should be instituted. While no uniform radon testing, disclosure or remediation requirements currently exist across all states, some states and financial institutions do require or compel radon testing and remediation systems where conditions require compliance. Future radon-related compliance activity, liabilities or potential sanctions could result in a material adverse effect on the Company's operating results and financial condition.

Real Estate May Contain Asbestos, Which Could Increase Maintenance Costs or Cause Liability for Adverse Health Effects and Costs of Remediation

Many products commonly utilized in construction projects throughout the United States contained asbestos prior to manufacturing limitations and the ban on certain uses being promulgated in the 1970s and 1980s. Asbestos-containing material (ACM) product categories include, but not limited to, roofing, siding, flooring, insulation, drywall-finishing, decorative-surface finishes and heating systems. Asbestos is a health-hazard and known carcinogen with predominant exposure being through inhalation. Inhalation sources are generally recognized as the release fibers and dust from ACM during maintenance, repair and renovation activities. Property containing ACM are suitable residences and businesses when the ACM remains in good condition or encapsulated but also require additional maintenance programs and procedures to limit the potential for asbestos exposure to occupants, employees and workers.

While no uniform ACM testing, disclosure or remediation requirements currently exist across all states, some states and financial institutions do require or compel testing for the presence of ACM under certain circumstances and the USEPA provides guidance on the institution of an operations and maintenance plans for ACM where they have been identified. Demolition or renovation activities at a property that include disturbing ACM require actions of licensed professionals including health and safety protocols, remediation and proper disposal of the ACM at additional costs beyond the proposed construction activity. Future asbestos-related compliance activity, liabilities or potential sanctions could result in a material adverse effect on the Company's operating results and financial condition. Asbestos exposure to occupants or employees at any Company property could require Company to undertake a costly remediation program to contain or remove the asbestos source from the affected property. In addition, significant exposure to asbestos could expose Company to liability from its tenants, Company employees, employees of tenants and other third parties if property damage or health concerns arise. Asbestos-related property management, remediation, liabilities or sanctions could result in a material adverse effect on the Company's business, operating results and financial condition.

Terrorist Attacks or Other Acts of Violence or War May Affect the Industry in Which the Company Operates, its Operations, and its Profitability

Terrorist attacks may harm Company's results of operations and indirectly a Class D interest investment. There can be no assurance that there will not be more terrorist attacks against the United States or U.S. businesses. These attacks or armed conflicts may directly or indirectly impact the value of the property Company owns or that secure its loans. Losses resulting from these types of events may be uninsurable or not insurable to the full extent of the loss suffered. Moreover, any of these events could cause consumer confidence and spending to decrease or result in increased volatility in the United States and worldwide financial markets and economy. They could also result in economic uncertainty in the United States or abroad. Adverse economic conditions resulting from terrorist activities could reduce demand for space in Company's property due to the adverse effect on the economy and thereby reduce the value of Company's property, which in turn could result in a material adverse effect on the Company's business, operating results and financial condition.

Company Will be Subject to Risks Related to the Geographic Location of the Property it Develops, Operates or Makes Investments
Company intends to develop, improve, lease, and eventually sell the real estate asset. If the commercial or residential real estate markets or general economic conditions in the geographic area of a Company property declines, Company may experience a greater rate of default by tenants on their leases with respect to properties in this area and the value of the properties in the geographic area could decline. Any of these events could materially adversely affect the Company's business, financial condition or results of operations.

Unforeseen Changes
While the Company has enumerated certain material risk factors herein, it is impossible to know and identify all risks to the Company which may arise in the future. In particular, Investors may be negatively affected by changes in any of the following: (i) laws, rules, and regulations; (ii) regional, national, and/or global economic factors and/or real estate trends; (iii) the capacity, circumstances, and relationships of partners of Affiliates, the Company or the Manager; (iv) general changes in financial or capital markets, including (without limitations) changes in interest rates, investment demand, valuations, or prevailing equity or bond market conditions; or (v) the presence, availability, or discontinuation of real estate and/or housing incentives.

The Company's Development and Growth Strategy Depends on its Ability to Fund, Develop and Open New Glamping Venues and Operate Them Profitably
A key element of the Company's growth strategy is to develop and open stargazing glamping venues. The Company has identified a number of locations for potential future glamping venues and is still the process of analyzing the locations and specifically acquiring locations. The Company's ability to fund, develop and open these venues on a timely and cost-effective basis, or at all, is dependent on a number of factors, many of which are beyond its control, including but not limited to our ability to:

- Find quality locations;
- Reach acceptable agreements regarding the lease or purchase of locations, and comply with our commitments under our lease agreements during the development and constructions phases;
- Comply with applicable zoning, licensing, land use, and environmental regulations;
- Raise or have available an adequate amount of case or currently available financing and mortgage terms for construction and opening costs;
- Adequately complete construction for operations;
- Timely hire, train, and retrain the skilled management and other employees necessary to meet staffing needs;
- Obtains, for acceptable cost, required permits and approvals, notably zoning for observatory structures and dark sky certification; and
- Efficiently manage the amount of time and money used to build and open each new venue.

If the Company succeeds in opening stargazing glamping facilities on a timely and cost-effective basis, the Company may nonetheless be unable to attract enough visitors or customers to these new venues because potential customers may be unfamiliar with its venue or concept, entertainment and other resort options might not appeal to them and the Company may face competition from other resorts and leisure venues.

Success in the Hospitality, Glamping and Stargazing Industry is Highly Unpredictable and There is No Guarantee the Company's Content will be Successful in the Market

The Company's success will depend on the popularity of its hospitality, glamping and skygazing facilities. Consumer tastes, trends and preferences frequently change and are notoriously difficult to predict. If the Company fails to anticipate future consumer preferences in the hospitality, glamping and skygazing business, its business and financial performance will likely suffer. The Company may not be able to develop facilities that will become profitable. The Company may also invest in facilities that end up losing money. Even if one of its facilities is successful, the company may lose money in others.

Changes in consumer financial condition, leisure tastes and preferences, particularly those affecting the popularity of family resorts, and other social and demographic trends could adversely affect its business. Significant periods of restricted travel or group gatherings, such as Covid-19 or similar circumstances, could result in situations where facilities usage is below historical levels would have a material adverse effect on its business, results of operations and financial condition. If the company cannot attract patrons, retain its existing resident, its financial condition and results of operations could be harmed.

Our Business will be Adversely Affected if We are Unable to Attract and Retain Talented Employees, including Sales, Technology, Operations, and Development Professionals

Our business operations require highly specialized knowledge of hospitality management. If we are unable to retain the services of talented employees, including executive officers, other key management and sales, technology, operations, and development professionals, we would be at a competitive disadvantage. In addition, recruitment and retention of qualified staff could result in substantial additional costs. The loss of the services of one or more of our executive officers or other key professionals or our inability to attract, retain and motivate qualified personnel, could have a material adverse effect on our ability to operate our business.

Operational Risks, such as Misconduct and Errors of our Employees or Entities with which we do Business, are Difficult to Detect and Deter and Could Cause us Reputational and Financial Harm

Our employees and agents could engage in misconduct which may include conducting in and concealing unauthorized activities, improper use or unauthorized disclosure of confidential information. It is not always possible to deter misconduct by our employees, and the precautions we take to prevent and detect this activity may not be effective in all cases. Our ability to detect and prevent errors or misconduct by entities with which we do business may be even more limited. Such misconduct could subject us to financial losses or regulatory sanctions and materially harm our reputation, financial condition and operating results.

Negative Publicity Could Damage Our Business
Developing and maintaining our reputation is critical to attracting and retaining customers and investors and for maintaining our relationships with our regulators.

Negative publicity regarding our Company or our key personnel, whether based upon fact, allegation or perception and whether justified or not, could give rise to reputational risk which could significantly harm our business prospects.

General Global Market and Economic Conditions May have an Adverse Impact on the Company's Operating Performance, Results of Operations and/or Cash Flow.
The Company may be affected by general global economic and market conditions. Challenging economic conditions worldwide have from time to time contributed, and may continue to contribute, to slowdowns in the global economy at large. Weakness in the economy could have a negative effect on the Company's business, operations, and financial condition, including decreases in revenue and operating cash flow, and inability to attract future equity and/or debt financing on commercially reasonable terms. Additionally, in a down-cycle economic environment, the Company may experience the negative effects of a slowdown. Suppliers on which the Company relies could also be negatively impacted by economic conditions that, in turn, could have a negative impact on the Company's operations or expenses. There can be no assurance, therefore, that current economic conditions or worsening economic conditions or a prolonged or recurring recession will not have a significant, adverse impact on the Company's business, financial condition and results of operations. Any such circumstances would then correspondingly negatively impact the functionality, liquidity, and/or trading price of our securities

Potential Conflicts of Interest
Principals of the Manager of the Company are also owners and managers of the Company's Affiliates. (See "Affiliates" below). The Manager and Principals are permitted to devote their time to these Affiliates to the detriment of the Company if deemed reasonable or necessary by the Manager and Principals. See also "Conflicts of Interest" below.

COVID-19 and Future Pandemics
In December 2019, the 2019 novel coronavirus ("Covid19") surfaced in Wuhan, China. The World Health Organization ("WHO") declared a global emergency on January 30, 2020, with respect to the outbreak and several countries, including the United States, have initiated travel restrictions. On May 5, 2023, the WHO declared Covid19 is now an established and ongoing health issue which no longer constitutes a public health emergency. The final impacts of the outbreak, and economic consequences, are unknown and still evolving. The Covid19 health crisis adversely affected the U.S. and global economy, resulting in an economic downturn. A similar new pandemic occurrence could impact demand for the Company's services. The future impact of the outbreak remains highly uncertain and cannot be predicted and there is no assurance that the outbreak will not have a material adverse impact on the future results of the Company. The extent of the impact, if any, will depend on future developments, including actions taken to contain the coronavirus or other rapidly transmitted viruses.

Property Developed by Company May be Subject to Changes in Governmental Rules and Regulations
Changes in governmental rules and regulations or enforcement policies affecting the development, use or operation of the Company's property, including changes to building, fire or health and safety codes, may occur which could have adverse consequences to Company and Company property. Changes in government policies could result in a material adverse effect on the Company's operating results and financial condition.

Company Could be Negatively Impacted by Cyber Security Threats, Attacks and Other Disruptions
The Company may face advanced and persistent attacks on our information infrastructure where it manages and stores various proprietary information and sensitive/confidential data relating to our operations. These attacks may include sophisticated malware (viruses, worms, and other malicious software programs) and phishing emails that attack our products or otherwise exploit any security vulnerabilities. These intrusions sometimes may be zero-day malware that are difficult to identify because they are not included in the signature set of commercially available antivirus scanning programs. Experienced computer programmers and hackers may be able to penetrate our network security and misappropriate or compromise our confidential information or that of our customers or other third-parties, create system disruptions, or cause shutdowns. Additionally, sophisticated software and applications that it produces or procures from third-parties may contain defects in design or manufacture, including "bugs" and other problems that could unexpectedly interfere with the operation of the information infrastructure. A disruption, infiltration or failure of our information infrastructure systems or any of our data centers as a result of software or hardware malfunctions, computer viruses, cyber-attacks, employee theft or misuse, power disruptions, natural disasters or accidents could cause breaches of data security, loss of critical data and performance delays, which in turn could materially adversely affect the Company's business, results of operations and financial condition.

Tax Risks to Investors Due to Company Structure and Designations
There are a number of substantial federal income tax risks relating to the intended business of Company and which affect the advisability or suitability in investing in Units of this Offering. Any prospective purchaser of the Units should review the Operating Agreement in detail with their own tax advisors to understand the effects of the terms defined therein. No rulings have been sought from the Internal Revenue Service (IRS) with respect to any tax-related matters and each potential Investor should consult his, her or the entity's own tax advisor as to the relevant tax considerations and as to how those considerations may affect any investment and to determine whether an investment in Company is a suitable investment for that person or entity. Set forth below are some of the tax risks relating to an investment in Company and this list is intended to be informative through not all-inclusive regarding tax-related matters. POTENTIAL INVESTORS ARE NOT TO CONSTRUE ANY OF THE CONTENTS OF THIS OFFERING CIRCULAR AS TAX ADVICE AND ARE URGED TO CONSULT WITH THEIR OWN TAX ADVISORS CONCERNING THE TAX ASPECTS RELATING TO AN INVESTMENT IN COMPANY.

Significant and fundamental changes in the federal income tax laws have been made in recent years and additional changes are likely in the future. Any such change may affect Company and the Members. Moreover, judicial decisions, regulations, or administrative pronouncements could unfavorably affect the tax consequences of an investment in the Company.

Treasury Regulations under Section 7701 of the Internal Revenue Code of 1986, as amended provide that a domestic business entity, other than a "corporation," may elect whether to be treated as a partnership or an association (taxable as a corporation) for federal income tax purposes. Treasury Regulation Section 301.7701-2(b) defines "corporations" to include corporations denominated as such under applicable law, associations (that elect

to be classified as such), joint stock companies, insurance companies, and other business entities, not including partnerships. Under a default rule in the Treasury Regulations, partnerships formed under a state statute, such as the Company, are treated as partnerships for federal income tax purposes, unless such entities affirmatively elect to be treated as associations taxable as corporations. Company will not elect to be treated as an association nor taxable as a corporation for federal income tax purposes.

The proper federal income tax treatment of all Company items will be determined at the member level. Adjustments, if any, resulting from a Company audit will result in corresponding adjustments of Company items reflected on the Members' own tax returns. In addition, a Member will be designated as the "Tax Matters Member," in the Operating Agreement and, as such, has primary responsibility for member level matters involving the IRS, including the power to extend the statute of limitations for all members as to Company items.

Each Investor/member must include in his, her or the entity's gross income for federal income tax purposes his distributive share of Company's income. Such income is subject to taxation without regard to whether any cash or property is distributed to such member. Taxable income may exceed distributable cash because of differences in timing and possible expenditure of cash for nondeductible items. Taxable income also may exceed distributable cash because of amounts paid by Company to lenders to repay principal on any Company borrowings.

DILUTION

There have not been any transfers or sales of the Company's Class D Units within the past year to Officers, Manager, employees or affiliated persons.

PLAN OF DISTRIBUTION

The Offering will be made through general solicitation, direct solicitation, and marketing efforts whereby Investors will be directed to the Company's portal to invest, **investment.quantumspacefund.com** (the "**Portal**"). The PPM will be furnished to prospective Investors via download 24 hours per day, seven (7) days per week on the Company's Portal.

As of the date of this PPM, unless otherwise permitted by applicable law, the Company does not intend to accept subscriptions from Investors in this Offering who reside in certain states, unless the Company files the proper Blue-Sky filings to accept and process sales to Investors in such states. The Company reserves the right to temporarily suspend and/or modify this Offering and PPM in the future, during the Offering Period, in order to take such actions necessary to enable the Company to accept subscriptions in this Offering from Investors residing in such states identified above.

The Company will also publicly market the Offering using general solicitation through methods that include emails to potential Investors, the internet, social media, and any other means of widespread communication.

The Company will not limit or restrict the sale of the Class D Units during this 12-month Offering. No market exists for the Class D Units and no market is anticipated or intended to exist, therefore there is no plan to stabilize the market for any of the securities to be offered.

The Manager, the Officers, and employees of the Company are primarily engaged in the Company's business of developing real estate investments, and none of them are, or have ever been, brokers nor dealers of securities.

The Manager, the Principal, and employees will not be compensated, via commissions or otherwise, in connection with the sale of securities through this Offering. The Company believes that the Manager, the Principal, and employees are associated persons of the Company not deemed to be brokers under Exchange Act Rule 3a4-1 because: (1) no Manager, Principal, or employee is subject to a "statutory disqualification", as that term is defined in section 3(a)(39) of the Exchange Act; (2) no Manager, Principal, or employee will be compensated (whether by the payment of commissions or otherwise) in connection with his or her participation, either directly or indirectly, in transactions in connection with the sale of securities through this Offering; (3) no Manager, Principal, or employee is an "associated person" of a broker or dealer within the meaning of Exchange Act Rule 3a4-1; (4) the Manager, Principal, and employees primarily perform substantial duties for the Company other than the sale or promotion of securities or other duties in connection with transaction in securities; (5) no Manager, Principal, or employee has acted as a broker or dealer within the preceding twelve months of the date of this Offering Circular; and, (6) no Manager, Principal, or employee will participate in selling this Offering after more than twelve months from the date of this Memorandum.

Class D Units may also be sold by Texture Capital, Inc., a FINRA member broker dealer ("Texture Capital") who entered into a participating broker dealer agreement with the Company. The Issuer shall pay to Texture Capital an amount equal to 1% of the gross proceeds from aggregate sales for the first $5,000,000 and 0.75% of gross proceeds between $5,000,0001 and $45,000,000 and 0.5% thereafter. In addition to paying the commission on aggregate sales the Issuer may pay Texture 5% of the gross proceeds resulting from the direct selling efforts of Texture Capital. The compensation payable to Texture Capital is due immediately upon each receipt of proceeds from the Offering.

USE OF PROCEEDS

The Company intends to use approximately 100% of the net Proceeds from the Offering to partly fund the Company's acquisition, development and operations of the Projects. A substantial portion of the Proceeds from the Offering have not been allocated for a particular purpose or purposes other than as is described below.

The Company intends to use the Proceeds from the Offering to develop and operate the Projects. The Proceeds will be used for (i) acquisition costs, (ii) construction costs, (iii) technology expenses, (iv) marketing costs, (v) Offering expenses, and (vi) other miscellaneous costs.

USES	MAXIMUM OFFERING AMOUNT	MINIMUM OFFERING AMOUNT
Property Acquisition & Due Diligence	$18,000,000	$100,000
Pre-development Costs	--	$75,000
Development & Construction	$42,000,000	--
Permits & Entitlements	$2,500,000	--
Technology & Systems	$5,000,000	--
Marketing & Brand Development	$9,500,000	--
Furniture, Fixtures & Equipment	$5,000,000	--
Working Capital	$5,000,000	$50,000
Offering Expenses	$10,000,000	$25,000
TOTAL	**$100,000,000**	**$250,000**

1. PROPERTY ACQUISITION - $18,000,000 (18%)

- *Land Purchase Costs - $15,000,000*
  - Purchase price for 5 properties
  - Closing costs and settlement fees
  - Transfer taxes and recording fees
  - Title insurance premiums
  - Broker commissions

- *Due Diligence - $3,000,000*
  - Phase I & II Environmental Site Assessments
  - Property condition reports
  - Appraisals and valuations
  - Market studies and feasibility analysis
  - Legal and zoning review
  - Survey and ALTA reports
  - Geotechnical investigations
  - Hydrological studies
  - Archaeological and cultural resource surveys
  - Endangered species assessments
  - Traffic and access studies
  - Utility capacity analysis

2. DEVELOPMENT & CONSTRUCTION - $42,000,000 (42%)

- *Site Development - $8,000,000*
  - Land clearing and grubbing
  - Earthwork and grading
  - Erosion control measures
  - Roads and parking areas
  - Utility infrastructure installation
  - Water systems and wells
  - Septic and wastewater systems
  - Electrical service and distribution
  - Telecommunications infrastructure
  - Stormwater management
  - Landscaping and irrigation

    - Security and access control
    - Signage and wayfinding
    - Fire protection systems
    - Emergency access roads

- *Vertical Construction - $25,000,000*
    - Glamping unit structures (1,250 units)
    - Foundation systems
    - Structural framing
    - Roofing and weatherproofing
    - Mechanical systems (HVAC)
    - Electrical systems and fixtures
    - Plumbing systems and fixtures
    - Interior finishes and trim
    - Flooring and wall treatments
    - Windows and doors
    - Decking and outdoor spaces
    - Utility connections per unit

- *Common Area Facilities - $9,000,000*
    - Lodge and reception buildings
    - Restaurant and kitchen facilities
    - Spa and wellness centers
    - Observatory structures
    - Maintenance facilities
    - Storage buildings
    - Staff quarters
    - Laundry facilities
    - Recreation pavilions
    - Restroom facilities
    - Pool and hot tub areas
    - Fire pit gathering areas

3. PERMITS & ENTITLEMENTS - $2,500,000 (2.5%)

- Development permits (master plan, conditional use, rezoning, site plan review, building, grading, mechanical, electrical, plumbing, environmental, health, fire, utility, ROW, sign permits)
- Regulatory compliance (environmental impact studies, NEPA compliance, water rights, wetlands mitigation, wildlife habitat mitigation, archaeological mitigation, dark sky certification fees, tourism board registrations, business licenses, alcohol licenses, food service permits)

4. FURNITURE, FIXTURES & EQUIPMENT - $8,000,000 (8%)

- Guest unit furnishings (beds, linens, furniture, appliances, HVAC, lighting, décor, outdoor furniture, fire safety equipment)
- Recreational equipment (telescopes, hot tubs, saunas, exercise equipment, bicycles, hiking gear, water sports equipment)
- Operational equipment (kitchen, laundry, housekeeping, maintenance, vehicles, IT hardware, POS, security, communications)

5. TECHNOLOGY & SYSTEMS - $5,000,000 (5%)

- Property management software (reservations, channel management, revenue tools, guest services, housekeeping, maintenance, inventory, scheduling)
- Guest technology (WiFi, mobile app, concierge, entertainment, digital signage, access control, communication tools)
- Back office systems (accounting, CRM, marketing automation, analytics, HR, training, compliance)

6. PROFESSIONAL SERVICES - $10,000,000 (10%)

- Legal, financial, and development consultants (securities, real estate, corporate, employment, IP counsel, audit, tax, fund administration, architecture, engineering, environmental, permitting, project management)
- Broker dealer compensation

7. MARKETING & BRAND DEVELOPMENT - $9,500,000 (9.5%)

- Brand development (identity, collateral, website, content, photography, video, virtual tours)
- Digital marketing (SEO, PPC, social media, email, display ads, influencers, affiliates, retargeting)
- Traditional marketing (print, outdoor, radio, trade shows, PR, travel agents, partnerships, events)

8. WORKING CAPITAL & RESERVES - $5,000,000 (5%)

- Pre-opening expenses (recruitment, inventory, pre-marketing, soft opening, initial services, insurance, taxes)
- Operating reserves (6-month operating reserve, debt service, capital replacement, emergency, seasonal, contingency)

TOTAL: $100,000,000

This Offering is being made on a "best efforts" basis. If the Maximum Offering Amount is not reached the intended Use of Proceeds may not change. The Manager will still direct the Company to use the Net Deployable Proceeds (as stated above) in the same manner as above.

The Company hereby reserves the right to change the anticipated or intended Use of Proceeds of this Offering as described in this Section and as described elsewhere within this PPM.

DESCRIPTION OF THE BUSINESS

Summary

Quantum Space Fund, LLC ("Quantum Space Fund," "Quantum," the "Company," the "Fund," the "Issuer," "we," "us," or "our") is a Nevada limited liability company formed in August 2025 to develop and operate a premier portfolio of luxury glamping resorts that uniquely combine outdoor hospitality with world-class astronomy experiences. The Fund represents the first institutional-scale investment vehicle dedicated to the convergence of the $6 billion annual astrotourism market and the $3.2 billion domestic luxury camping sector.

The Fund plans to raise $100 million through a Regulation D offering to acquire, develop, and operate ten strategically located properties across the United States. This Offering is being conducted pursuant to Regulation D 506(c) and is strictly limited to accredited investors, democratizing access to institutional-quality real estate investment opportunities. Each Project will feature luxury glamping accommodations integrated with professional-grade stargazing facilities, creating a unique hospitality concept that commands premium nightly rates while serving the rapidly growing astrotourism and luxury outdoor hospitality markets.

Led by Calvanta LLC and founder Lucas Entler, alongside construction legend Mark Caspers and investor relations specialist Shannon Ritch, the Fund plans to acquire and develop 10 luxury stargazing resorts in premier dark sky locations across the United States (in the aggregate, the "**Projects**" and each resort of such Projects, individually a "**Project**").

Mission

The Company's focus is to create the premier portfolio of luxury stargazing glamping resorts in North America, capitalizing on the convergence of astrotourism growth, outdoor hospitality trends, and the increasing scarcity of dark sky locations. Through strategic acquisitions and purpose-built developments, Quantum will establish the definitive brand in experiential astronomy hospitality.

STARGAZING PROJECTS

The Company will engage primarily in the business of acquiring real properties throughout the United States primarily in the form of existing camp resort plots or substantially undeveloped land and develop luxury stargazing glamping resorts.

The Project is the Company's plan to develop 10 proposed glamping resorts, situated near national or state parks, ideally, and individually, receiving over one million annual visitors, and focus on dark sky certification and sustainable tourism practices. The Company will purchase the land and manage the zoning, entitlement, design, construction and operation of the planned facilities.

Geographic Target

The Company's selection of parcels for projected Project sites involves focusing on land acquisition efforts in specific areas with characteristics that align with its intended use, including:

- Proximity to National/State Parks: Within 30 minutes driving distance
- Park Visitor Volume: Minimum 1 million annual visitors
- Dark Sky Quality: Bortle Scale Class 3 or better
- Dark Sky Certification: Current certification or clear path to achieve
- Year-Round Access: Properties accessible in all seasons

Geographic Market Overview: Arizona Travel and Tourism Market

Arizona is our initial target market for very clear reasons. The state boasts a rich tapestry of natural wonders and opportunities to develop warm hospitality, including nineteen certified dark sky locations, proximity to the Grand Canyon, a national park boasting nearly six million visitors a year, major metropolitan areas, such as Phoenix, and an estimation of over 285 annual clear sky nights. The travel and tourism industry plays a significant role in Arizona's economy, contributing to population growth and infrastructure development.

Portfolio Development Strategy

Property Portfolio Overview
The Fund will develop a geographically diversified portfolio of **10 premier astrotourism resorts** consisting of:

- **5 Ground-Up Developments**: Purpose-built luxury glamping resorts with integrated astronomy facilities; and
- **5 Strategic Acquisitions**: Existing glamping or outdoor hospitality properties to be enhanced with dark sky amenities.

Strategic Location Criteria
All properties will be located in or near:

- National Parks and State Parks with high tourism traffic;
- International Dark Sky Association certified or eligible areas;
- Major tourism corridors with established visitor patterns;
- Destinations with minimal light pollution and exceptional night sky viewing; and
- Markets with year-round or extended seasonal appeal.
- Bortle Scale Class 3 sky quality or better - target properties must meet or exceed this requirement

To meet dark sky certifications requirements from organizations like Dark Sky International, the Company must adhere to strict outdoor lighting standards that reduce light pollutions, including the use of fully shielded and downward-pointing fixtures, low color temperature lighting, and controls like timers, and motion sensors for pathways. The Company has a commitment to public education programs about dark sky preservation plans to submit annual reports to adhere to sky quality measurements and lighting inventory updates to maintain certification.

TARGETED PROPERTY LOCATIONS

Target Markets Under Evaluation
- **Sedona, Arizona:** Strategic location serving 3+ million annual Sedona visitors; 45-minute drive from Flagstaff, 2 hours from Phoenix
- **Flagstaff, Arizona:** Gateway to Grand Canyon National Park (80 miles), established dark sky ordinances and community support
- **Golden Valley, Arizona:** Captures portion of 6+ million annual Grand Canyon visitors

Priority Locations Being Evaluated:
- **Wickenburg, Arizona**: Historic western town, dark skies, Phoenix proximity
- **Yellowstone Region, Wyoming/Montana**: 4+ million annual visitors, pristine skies
- **Yosemite Gateway, California**: World-renowned park with 5+ million visitors
- **Sonoma/Napa Valley, California**: Wine country tourism, luxury travel market
- **Shenandoah Valley, Virginia**: East Coast dark sky access, DC/Baltimore markets

- **Big Bend Region, Texas**: International Dark Sky Park, emerging tourism
- **Moab, Utah**: Adventure tourism hub, exceptional night skies
- **Joshua Tree, California**: Desert stargazing, Los Angeles market access

IMPLEMENTATION TIMELINE

Q4 2025: Launch Phase

- Digital platform launch
- Initial PR campaign

Q1 2026: Acceleration Phase

- Property 1 construction starts
- Influencer partnership activation
- Major media placements

Q2 2026: Scaling Phase

- $50M capital raise target
- Property 2 acquisition
- Institutional investor outreach
- First property pre-bookings

Q3 2026: Momentum Phase

- Property 1 soft opening
- Investor appreciation events
- 2027 expansion planning

BARRIERS AT ENTRY

Quantum Fund faces moderate entry barriers primarily centered on specialized operational expertise rather than capital constraints:

Site Selection Expertise: Properties must meet stringent dark sky requirements (Bortle Scale Class 3 or better) while maintaining proximity to population centers and tourist corridors. This dual requirement significantly limits available sites.

Regulatory Complexity: Development requires 6-12 month approval processes spanning environmental assessments, zoning variances, and dark sky certification compliance.

Specialized Knowledge Requirements: According to Dark Sky International, a company developing a dark sky glamping site must possess specialized knowledge in environmental conservation, particularly regarding light pollution reduction, and also understand guest education and outreach regarding night sky preservation. The Company plans for the following:

- *Astronomy Programming*: Expert-level knowledge in telescope operation, celestial navigation, astrophotography techniques, and educational program development;
- *Technical Systems*: Integration of specialized equipment including research-grade telescopes, tracking mounts, imaging systems, and planetarium software;
- *Guest Experience Design*: Unique expertise combining luxury hospitality with scientific education and outdoor adventure programming; and
- *Dark Sky Preservation*: Ongoing management of light pollution, community relations, and certification maintenance.

These barriers create a defensible market position as competitors may not easily replicate the combination of prime dark sky real estate holdings, institutional-quality astronomy programs, established vendor relationships with specialized equipment suppliers, and trained staff with dual expertise in hospitality and astronomy.

COMPREHENSIVE RESORT AMENITIES

The Company's development of projected Project sites involves focusing development of unique and innovative glamping site amenities that align with its intended use, including

Core Astronomy Experiences

The unique astrotourism intention of Projects focuses on:

- **Professional Observatory Facilities**: Each property will feature climate-controlled observatory domes with research-grade telescopes;
- **Astrophotography Stations**: Dedicated platforms with tracking mounts for serious photographers;

- **Planetarium/Education Centers**: Indoor facilities for daytime programs and weather contingencies;
- **Guided Stargazing Programs**: Nightly tours led by trained astronomy educators;
- **Private Telescope Rentals**: High-quality equipment available for individual use; and
- **Dark Sky Certification**: All properties will be pursuing International Dark Sky Park designation.

Luxury Glamping Accommodations

The planned development layout of Projects include:

- **Premium Glamping Structures**: Estimated 400-1,500 sq ft units with solid flooring, climate control, and luxury finishes;
- **Quantum Signature Structures**: Curated selection and positioning of glamping units exclusive to Quantum Space Fund properties, featuring innovative architectural elements optimized for stargazing with retractable roofs and panoramic glass walls;
- **Luxury Treehouses**: Elevated structures ranging from 400-1,000 sq ft with spiral staircases and wraparound decks for 360-degree sky views;
- **Restored Airstreams**: Vintage aluminum trailers (250-350 sq ft) completely renovated with modern luxury amenities and custom skylights;
- **Geodesic Domes**: 600-800 sq ft transparent ceiling panels for unobstructed night sky viewing from bed; and
- **Observatory Suites**: 1,200-1,500 sq ft premium accommodations with private telescope access and dedicated astronomy decks.

Wellness & Relaxation Amenities

A majority of Projects plan to feature:

- **Private Hot Tubs**: Japanese-style soaking tubs positioned for stargazing;
- **Cold Plunge Pools**: Scandinavian-inspired contrast therapy facilities;
- **Spa Services**: Massage therapy, meditation gardens, sound baths;
- **Yoga Platforms**: Outdoor spaces for sunrise/sunset sessions;
- **Infinity Pools**: Select properties with heated pools and dark sky views; and
- **Saunas & Steam Rooms**: Nordic-style wellness facilities.

Culinary & Social Experiences

Food and beverage services of Projects plan to include:

- **Farm-to-Table Restaurants**: Locally sourced dining with seasonal menus;
- **Craft Cocktail Bars**: Astronomy-themed beverages and small plates;

- **Outdoor BBQ Pavilions**: Private grilling stations at each accommodation;
- **S'mores Fire Pits**: Communal gathering spaces with traditional camping treats;
- **Wine & Stargazing Events**: Curated tastings paired with celestial observations; and
- **Coffee Roasteries**: Artisan coffee bars for early risers and night owls.

Recreation & Adventure Activities

In addition to stargazing features, the planned activity amenities of Projects include:

- **Mountain Biking Trails**: Maintained single-track and flow trails;
- **Hiking Networks**: Guided and self-guided trails to scenic viewpoints;
- **Pickleball Courts**: Lighted courts for America's fastest-growing sport;
- **Disc Golf Courses**: 9-18 hole courses integrated into landscape;
- **Kayaking/Paddleboarding**: Available on Projects with available water features;
- **Rock Climbing Walls**: Natural or constructed climbing facilities;
- **Archery Ranges**: Traditional and 3D target courses;
- **Horseback Riding**: Partnerships with local stables for trail rides;
- **Electric Bike Rentals**: E-bike fleets for exploring surrounding areas;
- **Fishing Programs**: Fly fishing instruction and guided excursions;
- **Nature Photography Workshops**: Led by professional photographers; and
- **Geocaching Adventures**: GPS-based treasure hunting activities.

Family & Educational Programming

A variety of clients are expected and numerous programming plans are considered for development, including:

- **Junior Astronomer Programs**: STEM education for children;
- **Night Sky Photography Classes**: Technical instruction for all levels;
- **Constellation Storytelling**: Cultural astronomy and mythology;
- **Solar Observation**: Safe daytime telescope viewing of the sun;
- **Meteor Shower Parties**: Special events during celestial phenomena;
- **School Field Trips**: Educational packages for student groups; and
- **Scout Programs**: Astronomy badge achievement workshops.

Technology & Guest Services

Technology services include:

- **Mobile App Integration**: Booking, wayfinding, and activity scheduling;
- **Digital Concierge**: AI-powered guest service platform;
- **Augmented Reality Sky Maps**: Interactive constellation identification;
- **High-Speed WiFi**: Starlink or fiber connectivity throughout;
- **Electric Vehicle Charging**: Tesla and universal charging stations; and
- **Drone Photography Services**: Professional aerial photography/videography.

DAY-TO-DAY OPERATIONS OVERVIEW

The operations of our glamping sites, comprising amenities detailed above, are designed to deliver exceptional experiences to our patrons while ensuring smooth and efficient functioning on a daily basis. Our approach to operations is centered around providing high-quality service, hospitality, comprehensive satisfaction to enhance customer experiences, and creating a welcoming atmosphere for guests to enjoy.

Daily Operations

Morning: On a typical day, our glamping sites plan to operate with a structured approach to ensure seamless service across all areas. The day will ultimately begin with a complete walk through and inspection of all guest areas and accommodations, over check of HVAC, lighting, telescope equipment, and technology systems, organization of guest communications, and a morning staff briefing to provide updates on daily priorities, guest preferences and any operational updates.

Afternoon: Throughout the day, our staff team plan is to work diligently to set up accommodations and personalized welcome amenities, coordinate astronomy programming and outdoor experience management, gather listings to act as concierge to provide guests with local recommendations such as restaurants or exploration activities, and conduct random accommodation inspections and service standards verifications.

Evening: As the day progresses into the evening, the ambiance of our site transitions to accommodate the night sky focus, including outdoor atmospheric amenities such as campfire preparation, evening refreshments and comfort services. Meanwhile, the lighting management team would prepare for implementation of dark sky compliant lighting protocols and engages telescope set up and guided stargazing experiences.

Throughout the day, our dedicated operations team oversees all aspects of the establishment, ensuring compliance with safety regulations, security protocols, hospitality coordination, activity planning and astronomy logistics, and addressing any customer inquiries or concerns promptly and professionally.

DUE DILIGENCE

The Company plans to engage a comprehensive due diligence checklist to serve as a standardized framework for evaluating all potential property acquisitions and development opportunities for Quantum Space Fund. Each item must be completed and documented, at an estimated 45-60 day timeline, before approval. The checklist covers critical areas including legal structure, financial analysis, environmental assessment, operational feasibility, and dark sky certification potential.

Title and Ownership Verification involves confirming the legal ownership of a property and ensuring a clear title before acquisition occurs, including:

- *Current owner's deed and chain of title review (minimum 40 years)*
- *Title insurance commitment obtained from qualified underwriter*
- *Boundary survey by licensed surveyor (less than 12 months old)*
- *Easement and right-of-way analysis with legal counsel review*
- *Outstanding liens, encumbrances, and judgment search*
- Mineral rights and subsurface rights verification
- *Water rights documentation and transferability analysis*

Zoning and Land Use Compliance encompasses the rules and regulations that govern how the land can be used and developed with a specific area, including:

- *Current zoning classification and permitted use verification*
- *Special use permits and conditional use permits status*
- *Building height, density, and setback requirement compliance*
- Future zoning or land use plan changes affecting property
- Historic district or landmark designation review
- *Short-term rental and hospitality licensing requirements*

Environmental Assessments focus on evaluating the potential impacts of proposed project on the surrounding environment, including:

- *Phase I Environmental Site Assessment (ESA) by qualified consultant*
- *Phase II ESA if recommended by Phase I findings*
- *Wetlands delineation and Army Corps of Engineers consultation*
- *Endangered species habitat assessment and consultation*
- *Flood zone determination and flood insurance requirements*
- *Soil composition and percolation testing for septic systems*
- Air quality analysis and noise level assessment

Dark Sky Certification Analysis requires collaboration between application participants and certifiers, with a focus on preserving and protecting the quality of the night sky, including:

- *Baseline sky quality measurement using Sky Quality Meter (SQM)*
- *Light pollution assessment and nearby source identification*
- *International Dark Sky Association (IDA) pre-certification consultation*
- *Local lighting ordinance review and compliance requirements*
- Future development impact on sky quality analysis
- *Observatory and telescope installation feasibility assessment*

Utility Access and Capacity analysis is a crucial process involving the evaluation of existing utility services and their ability to support the development of the proposed Project sites, including:

- *Electric utility service availability and capacity verification*
- *Water supply source, quality testing, and flow rate analysis*
- *Wastewater treatment options (septic vs. municipal systems)*
- *Natural gas availability and connection feasibility*
- *Telecommunications and high-speed internet service verification*
- Renewable energy potential (solar, wind) assessment

Access and Transportation analysis is to understand how people, and significantly important items, can reach desired destinations, focusing on items such as:

- *Road access rights and maintenance responsibility verification*
- *Emergency vehicle access and fire department approval*
- Year-round accessibility and weather impact analysis
- Distance and drive time to nearest airports and major highways
- Public transportation availability and guest transfer options

Property Valuation and Financial Review are the procedures to determine a property's market value and the property's financial performance and investment potential, including:

- *Independent third-party appraisal by MAI certified appraiser*
- *Comparative market analysis of similar hospitality properties*
- *Historical property tax assessments and projected increases*
- *Insurance cost estimates for property and liability coverage*
- *Development cost estimates from qualified contractors*
- *Operating expense projections based on comparable properties*

Market and Tourism Analysis serves the purpose of understanding the travel and tourism landscape to make informed decisions, analyzing data on customer behavior and trends within the industry to mitigate risks and improve potentials or performance, including:

- *Tourism volume and trends for nearest National/State Parks*
- *Competitive analysis of existing lodging within SO-mile radius*
- *Seasonal tourism patterns and revenue optimization potential*
- Astrotourism market size and growth projections for region
- Economic impact of nearby attractions and events
- Future tourism development plans for surrounding area

Development and Construction Feasibility analysis is to assess the viability of a proposed project before significant resources are committed and help determine if a proposed Project site is realistically achievable, taking into account various factors such as:

- *Site plan and preliminary design by licensed architect*
- *Building permit and approval timeline assessment*
- *Construction timeline and critical path analysis*
- *Local contractor availability and capability assessment*
- Material and labor cost escalation risk analysis
- Weather and seasonal construction impact evaluation

Operational Requirements reviews the specific conditions and satisfaction of specific needs, ensuring a potential Project site translates in to concrete and actionable potentials, including:

- *Staffing requirements and local labor market analysis*
- *Management and maintenance service provider availability*
- *Guest capacity and accommodation unit optimization*
- Food service and catering operation feasibility
- *Activity programming and astronomy equipment requirements*
- Technology infrastructure for guest services and operations

Italicized items are critical and high priority and must be completed and reviewed prior to recommendation for acquisition. The additional items should be addressed when feasible or potentially material.

COMPETITION

The luxury stargazing resort segment remains highly fragmented with no dominant institutional player. Most competitors are single-property operators lacking the scale, technology, and capital to create a premium brand experience. Very few focus directly on astronomy programs and many offer luxury modern glamping amenities but provide limited stargazing.

Quantum Space Fund Competitive Advantages

- First Mover: The Company actively plans to be the first institutional-scale operator combining luxury glamping with professional astronomy.
- Premium Positioning: The Company seeks AAA sites in high-traffic tourism corridors with dark sky access.
- Diversified Revenue: Quantum's Projects provide an extensive list of revenue inducing items including accommodations, food and beverage, astronomy programs, retail, events, and a loyalty program.
- Barriers to Entry: The Company is primarily focused on developing the Projects in locations with understanding of high barriers needed to cross prior to development, including a limited amount of dark sky locations and requirements of specialized expertise.
- Scalable Platform: The Company plans to develop centralized technology and management systems across its portfolio, including astronomy apps and booking systems.

The Quantum Space Fund's management team combines unique domain expertise in technology- enabled hospitality, world-class construction capabilities, and proven investor relations. This complementary skill set, backed by institutional service providers, positions the fund to execute its vision of creating the premier luxury stargazing resort portfolio while delivering superior returns to investors.

TARGET AUDIENCE

Millennials & Gen Z: These generations prioritize experience like travel and personal growth over material possessions and are representing a larger portion of the glamping market.

Affluent Families: They seek premium craftsmanship and seamless, efficient service that respects their time and privacy. Such families are often willing to pay premium for unique experiences, such as glamping.

COMPELLING MARKET

The stargazing glamping market combines the rising popularity of glamping with a growing interest in astrotourism and night sky observation. Travelers are prioritizing unique experiences over traditional adventures and many participants are increasing the demand for eco-friendly practices.

Glamping Market Explosion[1]

- **The global glamping market size was estimated at USD 3.45 billion in 2024 and is projected to reach USD 6.18 billion by 2030, growing at a CAGR of 10.3% from 2025 to 2030.** This growth is primarily driven by the increasing demand for luxury outdoor experiences that combine the appeal of nature with modern comforts, particularly among millennials and eco-conscious travelers. The U.S. glamping market is expected to grow at a CAGR of 12.8% from 2025 to 2030.
- Direct bookings account for 55% of glamping reservations

Dark Sky Tourism Surge[2]

- 62% of travelers planning stargazing trips - #1 travel trend for 2025 per Booking.com
- Northern lights tourism alone valued at $834.5 million in 2023
- Dark Sky certified locations see 30-40% increase in tourist footfall
- Chile's Atacama Desert saw 327% year-on-year growth through dark sky tourism

National Parks Boom: National Park visits reached a record 331.9 million in 2024. 55% of parks experienced above-average traffic in shoulder seasons (February-June and October-December). Parks generated $55.6 billion in economic activity in 2023 (2024 full-year data pending; this is the latest NPS report, showing a ~$10B YoY increase—projected to exceed $60B for 2024 based on visitation trends). The average visitor spent approximately $81 per visit in 2023 (total $26.4B spending across 325M visits; $630 may reflect per-household or multi-day trip averages—suggest clarifying as "per trip" if applicable, or updating to NPS's $81 direct spend figure).[3]

---

[1] *Source: https://www.grandviewresearch.com/industry-analysis/glamping-market*

[2] *Sources: https://www.visitdarkskies.com/blog/2025/2/19/why-do-62-of-travelers-say-they-plan-to-travel-for-stargazing-making-it-trend-no1-in-the-2025-bookingcom-travel-predictions*
https://www.grandviewresearch.com/industry-analysis/northern-lights-tourism-market-report
https://www.equentis.com/blog/astrotourism-a-multi-billion-dollar-opportunity-in-the-night-sky/
https://www.quasarex.com/blog/stargazing-in-chile-atacama-desert

[3] *Sources: https://www.nps.gov/subjects/socialscience/visitor-use-statistics-dashboard.htm*
https://www.nationalparkstraveler.org/2025/03/national-park-service-quiet-about-record-2024-visitation
https://www.nps.gov/subjects/socialscience/vse.htm

Strategic Market Position
The Fund targets the intersection of luxury hospitality and astronomical tourism, a niche market with significant barriers to entry including specialized knowledge, dark sky locations, and substantial capital requirements. Our first mover advantage positions us to secure the most desirable locations near National Parks with over one million annual visitors.

MARKETING STRATEGIES

The Company plans to employ a comprehensive and strategic marketing plan to effectively reach our target market. Our dynamic approach to position as the premier investment opportunity may include:

Brand Positioning: The Company intends to build itself as a definitive brand in luxury astrotourism.

Digital & Social Media Marketing Platforms: The Company intends for digital platform and daily posts, outreach or recording on social activations, including Instagram, LinkedIn, TikTok and YouTube. The focus is use target search words such as "glamping investment," REIT alternative," or "astrotourism."

Traditional Marketing: The Company plans print ads in *Astronomy Magazine* and *National Geographic*, NPR sponsorships in target markets and presence at an estimated twelve (12) trade shows/conferences annually.

Strategic Partnerships: The Company intends to develop direct relationships with Dark Sky International, national park associations, astronomy clubs and observatories, outdoor recreation retailers (i.e. REI, Patagonia), and travel agencies specializing in eco-tourism..

VENDORS

- **Architect**: The Company plans to involve professionals with vision planning and architectural design services to include initial feasibility and pre-design exercises incorporating a luxury hospitality resort that integrates immersive and experiential architecture with incredible night sky. The Company has currently engaged firm Olson Kundig.

INSURANCE

The Company currently has asset manager's liability coverage, providing $1M in Directors & Officers (D&O) coverage, along with related protections.

General Liability Insurance
General liability is a fundamental part of any lodging insurance premiums. The Company's plans for a policy to protect it against lawsuits from third parties, such as guests and visitors, who suffer a bodily injury or property damage on our premises.

Property and Commercial Insurance
Lodging businesses have significant assets that need construction and property insurance to protect from events like fires, theft, and natural disasters. The Company's plans to secure each Project individually upon acquisition and prior to breaking ground.

CASH FLOW

The attainment of net profits by the Company will be primarily dependent upon the Company (i) identifying and locating real property available for purchase which is suitable for the development of stargazing glamping sites; (ii) acquiring the real property via purchase; (iii) receiving all licenses, certifications and approvals required for the development of a stargazing site on the acquired real property; and (iv) successfully developing glamping resort sites.

In addition, to the property acquisition and development uses detailed above, the Company will be:

(i) developing accommodation booking services, including:

- Technology Platform: Implement comprehensive property management system integrated with major online travel agencies
- Direct Booking Engine: Custom-built website with real-time availability, dynamic pricing, and package creation capabilities
- Distribution Strategy: 60% direct bookings, 30% OTA channels, 10% travel advisors/concierge services
- Revenue Management: Implement dynamic pricing software targeting $500-750 ADR with 75% annual occupancy

(ii) engaging in and providing astronomy experiences, such as:

- Equipment: Research-grade telescopes with astrophotography capabilities, observatory-quality binoculars, and imaging systems
- Programming: Nightly stargazing sessions, monthly celestial events calendar, visiting astronomer lecture series
- Technology Integration: Mobile app with AR constellation identification, real-time satellite tracking, personalized observation logs
- Staffing: Certified astronomy educators and International Dark-Sky Association trained guides

(iii) developing on-site dining and catering options, including:

- Culinary Program: Farm-to-table restaurant with 50-75 seats, sourcing from local farms within 50-mile radius
- Service Models: All-day dining, in-unit delivery, observatory deck cocktails, evening snack programs

- Supply Chain: Large-scale food distributor for dry goods, local farm cooperatives for produce and proteins
- Specialty Offerings: Constellation-themed tasting menus, wine pairings, astronomy-inspired desserts

(iv) creating retail and merchandise items, including:
- Product Lines
  - Astronomy equipment including telescopes, binoculars, and educational materials
  - Branded resort merchandise and apparel
  - Local artisan goods and geological specimens
- Production: Custom merchandise vendors for soft goods, local artisans for specialty items
- Distribution: On-site boutique, e-commerce platform, third-party fulfillment for online orders

(v) accommodating corporate retreats and special occasions, details and availabilities including:
- Facilities: 2,500 sq ft event pavilion with retractable roof, executive boardroom with presentation technology
- Packages: Team-building astronomy challenges, executive retreats, STEM education programs, destination weddings
- Target Markets: Fortune 500 companies, technology firms, astronomy clubs, special occasion celebrations
- Capacity: Events ranging from 10-150 guests with full-service catering and AV support

(vi) forming membership programs, focused on:
- Structure: Multi-tier membership program with annual fees
- Benefits: Priority booking windows, member discount rates, exclusive celestial event access, telescope time reservations
- Technology: CRM system for member management and engagement tracking
- Community Building: Mobile app with social features, annual member events, citizen science participation opportunities

Accordingly, there is no assurance that any or all of these investment objectives will be attained (see "Risk Factors").

STARGAZER MEMBERSHIP PROGRAM

The Company plans for a tiered loyalty membership program based on consumer spending through or engagement to glamping resort sites, providing rewards, discounts and special incentives to customers in exchange for their repeat business.

- Tier Structure: Explorer ($0-$999 annual spend), Navigator ($1000-$4,999 annual spend), Astronomer ($5,000-$14,999 annual spend), Cosmos Club ($15,000+ annual spend)
- Membership Program participants receive points for dollars spent on accommodations, dining, retail and activities. Points are redeemable for free nights, upgrades and numerous experiences.
- Membership Program participants may receive graduated levels of benefits including priority booking, rate discounts, and exclusive experiences

The Stargazer Membership Program is designed to increase repeat visitation and a higher annual spend per visitor. A customer's earned benefits will be valid across all active Quantum properties. The Company plans to launch the Stargazer Membership Program when the first Project opens, providing central management from the corporate office.

EXIT STRATEGY

The primary exit strategy focuses on positioning Quantum for acquisition. Alternative exit strategies have also been considered to ensure flexibility and maximize shareholder value:

1. **Initial Public Offering (IPO):** As Quantum grows and establishes a strong market presence, it may consider entering the public markets. This would provide liquidity and access to capital markets for future growth.
2. **Strategic Partnership or Joint Venture:** Forming a strategic alliance with a complementary business could create synergies and potentially lead to a full merger or acquisition in the future.
3. **Private Equity Sale:** Selling to a hospitality REIT or private equity firm could provide an infusion of capital and expertise to drive further growth and expansion.

Future Plans - Additional Planned Communities

Quantum will continue to monitor demographic trends, technological advancements, and shifts in consumer preferences. We plan to invest in market research, collaborate with industry experts, and maintain open lines of communication with our residents to gather feedback and insights. This proactive approach may allow us to anticipate and respond to changing market dynamics.

No Bankruptcy or Receivership Proceedings

The Company has not been part of any bankruptcy, receivership, or similar proceedings.

No Legal Proceedings Material to Fund

The Company is not part of any legal proceedings, including proceedings that are material to the business or the financial condition of the Fund.

AFFILIATES

The following entities are affiliated with the Company, and are owned and managed by the Officers of the Company ("Affiliates"):

1. **Calvanta, LLC.** Calvanta, LLC is the parent company and principal owner of all Affiliates and is 100% owned and operated by Lucas Entler, principal and CEO of Quantum Space Fund, LLC.

2. **Quantum Space GP Holdings, LLC**. Quantum Space GP Holdings, LLC is the founder and Manager of the Company, and is owned 100% by Calvanta, LLC.

3. **Quantum Space Holdings Manager, LLC**. Quantum Space Holdings Manager, LLC is the manager of the Quantum Space GP Holdings, LLC, the Manager of Quantum Space Fund, and is 100% owned by and managed by Calvanta, LLC.

4. **Quantum Space Founders Club, LLC**. Quantum Space Founders Club, LLC is the Sponsor and founder of Quantum Space Fund, LLC, and is 100% owned by and managed by Calvanta, LLC.

CONFLICTS OF INTEREST

The following transactions may result in a conflict between the interests of an Investor and those of the Manager or its Affiliates:

1. The terms of the Company's Operating Agreement (including the Manager's rights and obligations and the compensation payable to the Manager and its Affiliates) were not negotiated at arm's length;

2. The Members may only remove the Manager for "good cause" following the two-thirds (2/3) vote of all Class B, Class C and Class D Members. Unsatisfactory financial performance does not constitute "good cause" under the Operating Agreement, attached hereto as a 3;

3. Quantum Space GP Holdings, LLC, as Manager of Company, will receive compensation for its services pursuant to the "Manager Fee Schedule" (below) and may be paid a greater amount than the fee listed. The potential conflict is mitigated by limiting any such greater amounts to what is reasonable and not in excess of the customary management fees which would be paid to an independent third party in connection with the development and management of such real estate.

Pursuant to the Operating Agreement, the resolution of any conflict of interest by the Manager shall be conclusively deemed to be fair and reasonable to the Company and the Members and not a breach of any duty at law, in equity or otherwise.

OFFICERS AND SIGNIFICANT EMPLOYEES OF THE MANAGER

Manager Entity: Quantum Space GP Holdings, LLC

Name	Position
Lucas Entler	Principal

Fund: Quantum Space Fund, LLC

Name	Position
Lucas Entler	Founder
Mark Caspers	Head of Construction & Development
Shannon Ritch	Head of Investor Relations

Business Experience

Lucas Entler, Founder and Managing Principal: Lucas Entler is Founder and Managing Principal of Quantum Space Fund, LLC. He is an active real estate investor and hospitality operator, owning and managing multiple short-term rental properties in Scottsdale, Arizona. Through Calvanta LLC, his technology company, Lucas developed and deployed property management systems that power his portfolio, including dynamic pricing, multi-channel distribution management, and automated guest experience delivery.

Lucas is a member of the Urban Land Institute (ULI) and the Fountain Hills Dark Sky Association, reflecting his commitment to responsible real estate development and dark sky preservation—directly aligned with Quantum Space Fund's astrotourism mission.

Lucas's ability to identify emerging market opportunities and execute on strategic vision is demonstrated by the world-class leadership team he has assembled for Quantum Space Fund. After an extensive recruitment process, he brought on Mark Caspers as Head of Construction & Development—a construction executive whose career encompasses over $40 billion in projects directly built, with exponentially more under his oversight. Mark served as CEO of multiple construction companies wholly owned by Perini Corporation and as a board member of a publicly traded construction company. His Las Vegas portfolio includes Paris Las Vegas, Luxor Hotel and Casino, Encore at Wynn Las Vegas, and CityCenter—the largest project in Las Vegas history at $15 billion—representing the majority of casino properties built on the Las Vegas Strip through 2014.

Lucas also recruited Shannon Ritch as Head of Investor Relations, a legendary mixed martial artist with over 200 professional fights (the most in MMA history) who has starred in 29 films and brings extensive networks across sports, entertainment, hospitality, and business.

Lucas's operational foundation stems from direct ownership and management of hospitality assets, development and deployment of proprietary technology systems, and the demonstrated ability to structure sophisticated capital raises and recruit executives who have operated at the highest levels of their respective industries.

Mark Caspers, Head of Construction & Development: Mark is a Las Vegas based construction executive, with over 30 years of experience in resort development and hospitality construction, whose portfolio includes some of the most iconic hospitality and entertainment projects in the American Southwest. Previous completed projects total over $5 billion in value. His expertise in large-scale development and sustainable construction practices brings institutional-quality execution to the Quantum Space Fund.

Mark's construction of the Cosmopolitan Las Vegas earned multiple awards for innovative design and construction techniques. His work on sustainable tourism projects has been recognized by environmental organizations for minimal impact development in sensitive ecosystems.

Mark will be overseeing dark sky conversions and observatory construction.

Shannon Ritch, Head of Investor Relations: Shannon brings a unique combination of investor relations expertise, military leadership, and community building skills to the Quantum Space Fund. As a decorated veteran and former professional MMA fighter, Shannon has built an extensive network and reputation for integrity and execution. He has a background in capital raising and investor communications for growth companies, including developing investor community platforms for ongoing engagement, creating loyalty programs for repeat guests across properties, building partnerships with astronomy and outdoor recreation organizations, establishing veteran hiring initiatives across a portfolio and managing investor communications and quarterly reporting.

Nature of Family Relationship

None

No Bankruptcy, Investigations, or Criminal Proceedings

None of the Manager's individual principals have been part of any bankruptcy proceedings, proceedings whereby there was a material evaluation of the integrity or ability of the individual principal, investigations regarding moral turpitude, or criminal proceedings or convictions (excluding traffic violations).

COMPENSATION OF THE MANAGER

The Manager or Manager's Members, Members, Directors, Officers and employees will not receive salaries or compensation from the Offering Proceeds within their roles as Managers of the Company.

The Manager entity will receive fees for the operation of the Company, as described below. The members of the Manager will then be compensated through the Manager entity.

Manager Fee Schedule

The Manager shall be reimbursed by the Company for all expenses, fees, or costs incurred on behalf of the Company, including, without limitation, organizational expenses, legal fees, filing fees, accounting fees, out of pocket costs of reporting to any governmental agencies, insurance premiums, travel, costs of evaluating investments and other costs and expenses.

Management Fee	Management Fee a fee paid to Manager by Company for fulfilling management and administration duties required to effectuate improvement(s) of Company Project. For years 1-3, the Company shall pay to the Manager a fee equal to one and one-half percent (1.5%) of Gross Revenues. For years 4-7, the Company shall pay to the Manager a fee equal to one percent (1.0%) of Gross Revenues. This fee shall be payable in twelve (12) payments due to the Manager at the end of each month and calculated based on the Gross Revenues for the previous month. If after the annual accounting, the Management Fees that were paid to the Manager over the Fiscal Year are in excess of the amount actually owed to the Manager over the Fiscal Year, the Manager will have the option between (1) paying the Company the difference in dollars over one payment; or, (2) deducting the difference from the monthly Management Fee payments to Manager until the difference balance is zero.
Asset Acquisition Fee	Asset Acquisition Fee means a fee paid to Manager by Company following the purchase of a Property on behalf of the Company. The Manager shall be entitled to receive a fee, levied in the Manager's sole discretion, equal to one percent (1.0%) of the book value of the Property acquired by the Company payable to the Manager after the closing and settlement of the respective Company asset acquisition.
Development Fee	Development Fee means a fee paid to Manager by Company for fulfilling management and administration duties required to effectuate improvement(s) of Company Projects. The Manager shall be entitled to receive a fee, levied in the Manager's sole discretion, equal to four percent (4.0%) of the total project expenses attributable to the improvement of a Company Project payable to the Manager monthly during the phase of the Company's Project ground up development plans.

Construction Management Fee	Construction Management Fee means a fee paid to Manager by Company for fulfilling management and administration duties required to effectuate improvement(s) of Company Projects. The Manager shall be entitled to receive a fee, levied in the Manager's sole discretion, equal to five percent (5.0%) of the hard costs attributable to constructing of a Company Project payable to the Manager at the completion of the Company's Project ground up development plans.

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITYHOLDERS

The following table contains certain information as of the Effective Date as to the percentage and class of units beneficially owned by (i) each person known by the Company to own beneficially more than 5% of the Company's units, (ii) each person who is a Managing Member of the Company, (iii) all persons as a group who are Managing Members and/or Officers of the Company, and as to the percentage of the outstanding units held by them on such dates and as adjusted to give effect to this Offering. There are no Membership Unit option agreements in place as of the date of this Offering.

Title of Class	Name of Owner	Amount of Units	Percent of Class	Percent of Company Voting Power
CLASS A	Quantum Space Holdings GP, LLC	1,000	100%	100%
CLASS B	Quantum Space Founders Club, LLC	1,000	100%	0%

SECURITIES BEING OFFERED

The securities being offered are equity interests in Quantum Space Fund, LLC. The equity interests are in the form of Class D LLC membership interests represented by Class D Units. To determine the percentage of ownership in the Company, the LLC membership interests are denominated into Units, with a ratio whereby the number of Units owned by Investor is divided by total number of outstanding Units. Each Class D Unit is offered by the Company at fifty U.S. dollars ($50.00) per Class D Unit.

By purchasing Class D Units through this Offering, an Investor will become a Member of the Company and will be granted rights as stated below.*

**Please note that the following is a summary of the rights granted to an Investor and is not exhaustive. For a complete description of all rights associated with Membership in the Company, please see Exhibit B, "Operating Agreement." All capitalizations in this section are defined in Article I of the Operating Agreement and all references to Sections or Articles relate to the applicable Section or Article in the Operating Agreement.*

The business and affairs of the Company shall be managed, operated and controlled by or under the exclusive direction of the Manager. The Manager shall have full and complete power, authority and discretion for, on behalf of and in the name of the Company to take such actions as the Manager may deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, without the consent, approval or knowledge of the Members. All decisions of the Company shall be made by the Manager.

The Company does not currently own any assets and lacks an operating history; therefore, any estimates of its future economic performance are speculative. However, it is the Company's desire to pay a preferred return (the "Class D Preferred Return") to holders of the Class D Units in accordance with their capital contribution to the Company. The Class D Preferred Return is cumulative, meaning that if the Class D Preferred Return is not paid in full in any annual period, the amount of the Class D Preferred Return that was not paid in such annual period shall carry forward to the next annual period until paid in full. The Class D Preferred Return is not intended as a projection but a contractual obligation of the Company to the holders of Class D Units. The Class D Preferred Return is not intended as an assessment or projection of the Company's future economic performance, nor should it be construed as such by prospective Investors.

The Company cannot guarantee to Investors that it will generate sufficient cash in order to pay any distributions. In the event of downturns in the Company's operating results, unanticipated capital improvements to its properties, cash on hand, or other factors, the Company may be unable, or the Manager may decide not to pay distributions, including the Class D Preferred Return, to its Members for any one or more annual period.

The Operating Agreement for the Company defines the Class D Preferred Return for Class D Members in Article I as "prorated, non-compounded per annum internal rate of return of ten percent (10%)" on the Member's respective Capital Contribution. The Class D Preferred Return is cumulative, meaning that if the Class D Preferred Return is not paid in full in any annual period, the amount of the Class D Preferred Return that was not paid in such annual period shall carry forward to the next annual period until paid in full. The Class D Preferred Return will begin to accrue six months (6) months after the date the Initial Closing.

DISTRIBUTION RIGHTS

Distributions of Distributable Cash, if any, shall be determined and issued in Manager's sole and unreviewable discretion. The Company shall strive to make distributions on a monthly basis. To receive return of Capital Contribution to the contributor, all distributions of Distributable Cash shall be distributed as follows (i) first, one hundred percent (100%) of Distributable Cash shall be paid to Class C Members and Class D Members until they receive an amount equal to a prorated, non-compounded per annum IRR of ten percent

(10.0%) on their respective Capital Contribution (the "Class C Preferred Return" and "Class D Preferred Return"); (ii) second, after the Class C Members have received their Class C Preferred Return and Class D Members have received their Class D Preferred Return for the specific year in its totality, fifty percent (50%) of Distributable Cash shall be paid to the Class C Members as a return of Capital Contributions and fifty percent (50%) of Distributable Cash shall be paid to the Class D Members as a return of Capital Contributions; and (iii) lastly, after all Capital Contributions are returned to Class C Members and to Class D Members through Distributable Cash and their respective Unrecovered Capital Contribution account balances are zero, Class A Members will receive ten percent (10%) of, Class B Members will receive ten percent (10%) of, Class C Members will receive forty percent (40%) of and Class D Members will receive forty percent (40%) of any further Distributable Cash for the remaining life of the Company payable in amounts and at times that are at the sole discretion of Manager.

Distributions of Distributable Cash if any, shall be determined in Manager's sole discretion. The Company shall strive to make distributions on an annual basis.

No Member, regardless of the nature of the Member's Capital Contribution, has any right to demand and receive any distribution from the Company in any form other than cash. No Member may be compelled to accept a distribution of any asset in kind. The Manager may, with the consent of the Member receiving the distribution, distribute specific property or assets of the Company to one or more Members.

VOTING RIGHTS

Except as may otherwise be provided in the Company's Operating Agreement, the Act or the Articles of Organization, each of the Class D Members waives his or its right to vote on any matters other matters that cannot be waived under the Act. A vote of Members holding not less than two-thirds (2/3) of all Class B, Class C, and Class D Interests is required to (1) remove the Manager for Cause (see the definition of "Cause" in Section 5.11 of Exhibit B, the Operating Agreement), (2) approve any loan to any Managers, (3) terminate the Company if no new CEO is appointed within 90 days of Manager removal due to death or incompetence of principal, Lucas Entler, (4) amend the Operating Agreement in such a way that would result in a change to the Preferred Allocation set forth in the Operating Agreement, (5) authorize sale, lease or exchange of all of the property or assets of the Company, or (6) dissolution of the Company.

The affirmative vote of seventy-five percent (75%) of all Members shall be required to: (1) authorize an act that is outside of the ordinary course of business of the Company set forth in Section 2.2 of the Operating Agreement and (2) to amend the Articles of Organization or make substantive amendments the Operating Agreement.

LIQUIDATION RIGHTS

Upon liquidation of the Company, distributions shall be remitted to the Members to the extent and in proportion with their aggregate Capital Contributions until the aggregate amount distributed to such Members in accordance with Section 11.2 of the Operating Agreement is sufficient to

provide for a return of such Members' Capital Contributions by the Company. After all Capital Contributions have been returned to the Members, any remaining funds shall be distributed as set forth in Distribution Rights above.

NO PREEMPTIVE RIGHTS

Class D Members have no preemptive rights to Company securities made through future offerings.

NO CONVERSION RIGHTS

Class D Members have no conversion rights.

WITHDRAWAL

No Class D Member may have the right to voluntarily or involuntarily withdraw, resign, or otherwise disassociate (a "Withdrawal" or to "Withdraw") or receive a return of its Capital Contribution except on the prior written consent of the Manager, which may be withheld, conditioned or delayed in Manger's sole discretion.

MANDATORY REDEMPTIONS

Notwithstanding any other provision in the Operating Agreement, for a period of twenty-four (24) months following the Unit Issue Date (the "**Mandatory Redemption Period**"), the Company, acting through its Manager, shall have the absolute and unilateral right, exercisable at any time and for any reason in its sole discretion, to redeem and repurchase all or any portion of the Units held by any Class D Member (the "**Mandatory Redemption Right**").

Upon exercise of the Mandatory Redemption Right, the affected Class D Member(s) shall be obligated to sell their Units back to the Company at the Mandatory Redemption Price. The Mandatory Redemption Price shall be calculated to provide the Class D Member with an annualized internal rate of return of twenty percent (20%) on their Capital Contribution attributable to the redeemed Units, inclusive of any Class D Preferred Return previously paid or accrued (the "**Mandatory Redemption Price**"). For clarity and avoidance of doubt:

1. The Mandatory Redemption Price shall be an amount sufficient to deliver a twenty percent (20%) IRR on the investor's original Capital Contribution, calculated from the date such Capital Contribution was made through the date of redemption payment;
2. This twenty percent (20%) IRR calculation shall include and account for all distributions previously made to such Class D Member, including any Class D Preferred Return payments; and
3. Neither the Class D Member shall be entitled to any additional Class D Preferred Return beyond what is already included in the twenty percent (20%) IRR calculation.

To exercise this Mandatory Redemption Right, the Manager shall provide written notice (the "**Mandatory Redemption Notice**") to the affected Class D Member(s) at least thirty (30) days prior to the redemption date. The Mandatory Redemption Notice shall specify (i) the number of Units to be redeemed, (ii) the calculation of the Mandatory Redemption Price, and (iii) the redemption date. Payment of the Mandatory Redemption Price shall be made in a single lump sum on the redemption date specified in the Mandatory Redemption Notice.

Upon payment of the Mandatory Redemption Price, the redeemed Units shall be automatically canceled, the Capital Account of the redeeming Class D Member shall be adjusted accordingly, and if all Units of a Class D Member are redeemed, such Member shall cease to be a Member of the Company effective as of the redemption date.

This Mandatory Redemption Right is binding on all Class D Members and represents a material term of their investment in the Company. By acquiring Class D Units, each Class D Member expressly acknowledges and agrees that their Units are subject to mandatory redemption as set forth in this section, and waives any right to contest or reject such redemption if properly executed according to these terms.

If a Class D Member's Units are Transferred (the "Involuntary Transferred Units") due to said Class D Member's death or by any court or other judicial authority, including, but not limited to, Transfers ordered in a Bankruptcy proceeding, divorce, or as a result of garnishment, attachment or execution, the Company has the option, exercisable in its sole and exclusive discretion, to redeem all, but not less than all, of the Involuntary Transferred Units for the price and upon the terms as the Manager may reasonably determine.

ERISA REDEMPTIONS

The Manager shall only accept Capital Contributions from an ERISA Investor and issue Units in exchange thereof (and admit said ERISA Investor as a Member if applicable) if, after said issuance, the Units held by ERISA Investors, collectively, would be less than twenty five percent (25%) of the Units then outstanding. At all times, the number of Units held by ERISA Investors shall be less than twenty-five percent (25%) of all Units then outstanding. This limitation shall be referred to as the "ERISA Investor Restriction." If as a result of a Member Withdrawal, redemption or otherwise or issuance of additional Units, the Company violates or will violate the ERISA Investor Restriction, the Manager has the right, exercisable in its sole discretion, to cause the Company to redeem outstanding Units that are then held by ERISA Investors, on a pro rata basis, as is or may be necessary to ensure that the Company does not violate the ERISA Investor Restriction.

NO SINKING FUND PROVISIONS

The Operating Agreement provides for no sinking fund provisions for Company Units

NO LIABILITY TO FURTHER CALLS OR TO ASSESSMENT BY THE COMPANY

There is no liability to further calls or to assessment by the Company.

LIABILITIES OF THE MEMBERS UNDER THE OPERATING AGREEMENT AND STATE LAW

Except as expressly set forth in the Operating Agreement or required by law, no Member shall be personally liable for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company.

RESTRICTIONS ON ALIENABILITY OF THE SECURITIES BEING OFFERED

No Class D Member may sell, exchange, transfer, assign, make a gift of, pledge, encumber, hypothecate or alienate (each a "Transfer") his or its Interest in the Company to any Person, and no transferee of a Member's Interest may be admitted as a Member, unless (i) Manager approves the transfer of the Interest and admission of the transferee as a Member in writing; such approval may withheld, conditioned or delayed in Manager's sole and absolute discretion.

PROVISION DISCRIMINATING AGAINST ANY EXISTING OR PROSPECTIVE HOLDER OF UNITS AS A RESULT OF SUCH MEMBER OWNING A SUBSTANTIAL AMOUNT OF UNITS

There are no provisions discriminating against any existing or prospective holder of Units as a result of such Member owning a substantial amount of Units.

FEDERAL TAX TREATMENT

The following is a summary of certain relevant federal income tax considerations resulting from an investment in the Company but does not purport to cover all of the potential tax considerations applicable to any specific purchaser. Prospective investors are urged to consult with and rely upon their own tax advisors for advice on these and other tax matters with specific reference to their own tax situation and potential changes in applicable law discussion is a general summary of certain federal income tax consequences of acquiring, holding and disposing of partnership interests in the Company and is directed to individual investors who are United States citizens or residents and who will hold their interests in the Company as "capital assets" (generally, property held for investment). It is included for general information only and is not intended as a comprehensive analysis of all potential tax considerations inherent in making an investment in the Company. The tax consequences of an investment in the Company are complex and will vary depending upon each investor's individual circumstances, and this discussion does not purport to address federal income tax consequences applicable to all categories of investors, some of whom may be subject to special or other treatment under the tax laws (including, without limitation, insurance companies, qualified pension plans, tax-exempt organizations, financial institutions or broker-dealers, traders in securities that elect to mark to market, Members owning capital stock as part of a "straddle," "hedge" or "conversion transaction," domestic corporations, "S" corporations, REITs or regulated investment companies, trusts and estates, persons who are not citizens or residents of the United States, persons who hold their interests in the Company through a company or other entity that is a pass-through entity for U.S. federal income tax purposes or persons for whom an interest in the Company is not a capital asset or who provide directly or indirectly services to the Company). Further, this discussion does not address all of the foreign, state, local or other tax laws that may be applicable to the Company or its partners.

Prospective Investors also should be aware that uncertainty exists concerning various tax aspects of an investment in the Company. This summary is based upon the IRS Code, the Treasury Regulations (the "Treasury Regulations") promulgated thereunder (including temporary and proposed Treasury Regulations), the legislative history of the IRS Code, current administrative interpretations and practices of the Internal Revenue Service ("IRS"), and judicial decisions, all as in effect on the date of this Private Placement Memorandum and all of which are under continuing review by Congress, the courts and the IRS and subject to change or differing interpretations. Any such changes may be applied with retroactive effect. Counsel to the Company has not opined on the federal, state or local income tax matters discussed herein, and no rulings have been requested or received from the IRS or any state or local taxing authority concerning any matters discussed herein. Consequently, no assurance is provided that the tax consequences described herein will continue to be applicable or that the positions taken by the Company in respect of tax matters will not be challenged, disallowed or adjusted by the IRS or any state or local taxing authority.

Prospective Investors are urged to consult with and rely upon their own tax advisors for advice on these and other tax matters with specific reference to their own tax situation and potential changes in applicable law.

FOREIGN INVESTORS: NON-U.S. INVESTORS ARE SUBJECT TO UNIQUE AND COMPLEX TAX CONSIDERATIONS. THE COMPANY AND THE MANAGER MAKE NO DECLARATIONS AND OFFER NO ADVICE REGARDING THE TAX IMPLICATIONS TO SUCH FOREIGN INVESTORS, AND SUCH INVESTORS ARE URGED TO SEEK INDEPENDENT ADVICE FROM ITS OWN TAX COUNSEL OR ADVISORS BEFORE MAKING ANY INVESTMENT.

Tax Classification of the Company as a Partnership General.

The federal income tax consequences to the investors of their investment in the Company will depend upon the classification of the Company as a "Partnership" for federal income tax purposes, rather than as an association taxable as a corporation. For federal income tax purposes, a partnership is not an entity subject to tax, but rather a conduit through which all items of partnership income, gain, loss, deduction and credit are passed through to its partners. Thus, income and deductions resulting from Company operations are allocated to the investors in the Company and are taken into account by such investors on their individual federal income tax returns. In addition, a distribution of money or marketable securities from the Company to a partner generally is not taxable to the partner unless the amount of the distribution exceeds the partner's tax basis in his interest in the Company. In general, an unincorporated entity formed under the laws of a state in the United States with at least two members, such as the Company, will be treated as a partnership for federal income tax purposes provided that (i) it is not a "publicly traded partnership" under Section 7704 of the IRS Code and (ii) does not affirmatively elect to be classified as an association taxable as a corporation under the so-called "check the box" regulations relating to entity classification. The Company is not currently a "publicly traded partnership" within the meaning of Section 7704 of the IRS Code for the reasons discussed below. In addition, the Manager does not intend to affirmatively elect classification of the Company as an association taxable as a corporation. Accordingly, the Manager expects that the Company will be classified as a partnership for federal income tax purposes.

Publicly Traded Partnership Rules.

Under Section 7704 of the IRS Code, a partnership that meets the definition of a "publicly traded partnership" may be treated as a corporation depending on the nature of its income. If the Company were so treated as a corporation for federal income tax purposes, the Company would be a separate taxable entity subject to corporate income tax, and distributions from the Company to a partners would be taxable to the partners in the same manner as a distribution from a corporation to a shareholder (i.e., as dividend income to the extent of the current and accumulated earnings and profits of the Company, as a nontaxable reduction of basis to the extent of the partner's adjusted tax basis in his interests in the Company, and thereafter as gain from the sale or exchange of the investors interests in the Company). The effect of classification of the Company as a corporation would be to reduce substantially the after-tax economic return on an investment in the Company.

A partnership will be deemed a publicly traded partnership if (a) interests in such partnership are traded on an established securities market, or (b) interests in such partnership are readily tradable on a secondary market or the substantial equivalent thereof. As discussed in this Private Placement Memorandum, interests in the Company (i) will not be traded on an established securities market; and (ii) will be subject to transfer restrictions set forth in the Operating Agreement. Specifically, the Operating Agreement generally prohibits any transfer of a partnership interest without the prior consent of the Manager except in connection with an Exempt Transfer. The Manager will consider prior to consenting to any transfer of an interest in the Company if such transfer would or could reasonably be expected to jeopardize the status of the Company as a partnership for federal income tax purposes.

The remaining discussion assumes that the Company will be treated as a Partnership and not as an association taxable as a corporation for federal income tax purposes.

Allocation of Partnership Income, Gains, Losses, Deductions and Credits

Profits and Losses are allocated to the partners under the Operating Agreement. In general, Profits or Losses during any fiscal year will be allocated as of the end of such fiscal year to each partner in accordance with their ownership interests. Certain allocations may be affected to comply with the "qualified income offset" provisions of applicable Treasury Regulations relating to partnership allocations (as referenced below).

Under Section 704(b) of the IRS Code, a Company's allocations will generally be respected for federal income tax purposes if they have "substantial economic effect" or are otherwise in accordance with the "member's interests in the partnership." The Company will maintain a capital account for each Member in accordance with federal income tax accounting principles as set forth in the Treasury Regulations under Section 704(b), and the Operating Agreement does contain a qualified income offset provision. The Operating Agreement requires liquidating distributions to be made in accordance with the economic intent of the transaction and the allocations of Company income, gain, loss and deduction under the Operating Agreement are designed to be allocated to the members with the economic benefit of such allocations and are in a manner generally in accord with the principles of Treasury Regulations issued under Section 704(b) of the IRS Code relating to the partner's interest in the partnership. As a result, although the Operating Agreement may not follow in all respects applicable guidelines set forth in the Treasury Regulations issued under Section 704(b), the Manager anticipates that the Company's allocations would generally be respected as being in accordance with the Member's interest in

the Company. However, if the IRS were to determine that the Company's allocations did not have substantial economic effect or were not otherwise in accordance with the Members' interests in the Company, then the taxable income, gain, loss and deduction of the Company might be reallocated in a manner different from that specified in the Operating Agreement and such reallocation could have an adverse tax and financial effect on Members.

Limitations on Deduction of Losses.

The ability of a Member to deduct the Member's share of the Company's losses or deductions during any particular year is subject to numerous limitations, including the basis limitation, the at-risk limitation, the passive activity loss limitation and the limitation on the deduction of investment interest. Each prospective investor should consult with its own tax advisor regarding the application of these rules to it in respect of an investment in the Company.

Basis Limitation. Subject to other loss limitation rules, a Member is allowed to deduct its allocable share of the Company's losses (if any) only to the extent of such Member's adjusted tax basis in its interests in the Company at the end of the Company's taxable year in which the losses occur.

At-Risk Limitation. In the case of a Member that is an individual, trust, or certain type of corporation, the ability to utilize tax losses allocated to such Member under the Operating Agreement may be limited under the "at-risk" provisions of the IRS Code. For this purpose, a Member who acquires a Company interest pursuant to the Offering generally will have an initial at-risk amount with respect to the Company's activities equal to the amount of cash contributed to the Company in exchange for its interest in the Company. This initial at-risk amount will be increased by the Member's allocable share of the Company's income and gains and decreased by their share of the Company's losses and deductions and the amount of cash distributions made to the Member. Liabilities of the Company, whether recourse or nonrecourse, generally will not increase a Member's amount at-risk with respect to the Company. Any losses or deductions that may not be deducted by reason of the at-risk limitation may be carried forward and deducted in later taxable years to the extent that the Member's at-risk amount is increased in such later years (subject to application of the other loss limitations). Generally, the at-risk limitation is to be applied on an activity-by-activity basis. If the amount for which a Member is considered to be at-risk with respect to the activities of the Company is reduced below zero (*e.g.*, by distributions), the Member will be required to recognize gross income to the extent that their at-risk amount is reduced below zero.

Passive Loss Limitation. To the extent that the Company is engaged in trade or business activities, such activities will be treated as "passive activities" in respect of any Member to whom Section 469 of the IRS Code applies (individuals, estates, trusts, personal service corporations and, with modifications, certain closely-held C corporations), and, subject to the discussion below regarding portfolio income, the income and losses in respect of those activities will be "passive activity income" and "passive activity losses." Under Section 469 of the IRS Code, a taxpayer's losses and income from all passive activities for a year are aggregated. Losses from one passive activity may be offset against income from other passive activities. However, if a taxpayer has a net loss from all passive activities, such taxpayer generally may not use such net loss to offset other types of income, such as wage and other earned income or portfolio income (*e.g.*, interest, dividends and certain other investment type income). Member income and capital gains from certain types of investments are treated as portfolio income under the passive activity rules and are not considered to be income from a passive activity. Unused passive activity losses may be carried forward and offset against passive activity income in subsequent

years. In addition, any unused loss from a particular passive activity may be deducted against other income in any year if the taxpayer's entire interest in the activity is disposed of in a fully taxable transaction.

Non-Business Interest Limitation. Generally, a non-corporate taxpayer may deduct "investment interest" only to the extent of such taxpayer's "net investment income." Investment interest subject to such limitations may be carried forward to later years when the taxpayer has additional net investment income. Investment interest is interest paid on debt incurred or continued to acquire or carry property held for investment. Net investment income generally includes gross income and gains from property held for investment reduced by any expenses directly connected with the production of such income and gains. To the extent that interest is attributable to a passive activity, it is treated as a passive activity deduction and is subject to limitation under the passive activity rules and not under the investment interest limitation rules.

Limitation on Deductibility of Capital Losses. The excess of capital losses over capital gains may be offset against ordinary income of a non-corporate taxpayer, subject to an annual deduction limitation of $3,000. A non-corporate taxpayer may carry excess capital losses forward indefinitely.

Taxation of Undistributed Company Income (Individual Investors)

Under the laws pertaining to federal income taxation of limited liability companies that are treated as partnerships, no federal income tax is paid by the Company as an entity. Each individual Member reports on his federal income tax return his distributive share of Company income, gains, losses, deductions and credits, whether or not any actual distribution is made to such member during a taxable year. Each individual Member may deduct his distributive share of Company losses, if any, to the extent of the tax basis of his Units at the end of the Company year in which the losses occurred. The characterization of an item of profit or loss will usually be the same for the member as it was for the Company. Since individual Members will be required to include Company income in their personal income without regard to whether there are distributions of Company income, such investors will become liable for federal and state income taxes on Company income even though they have received no cash distributions from the Company with which to pay such taxes.

Tax Returns

Annually, the Company will provide the Members sufficient information from the Company's informational tax return for such persons to prepare their individual federal, state and local tax returns. The Company's informational tax returns will be prepared by a tax professional selected by the Manager.

ERISA CONSIDERATIONS

In Some Cases, if the Investors Fails to Meet the Fiduciary and Other Standards Under the Employee Retirement Income Security Act of 1974, as Amended ("ERISA"), the Code or Common Law as a Result of an Investment in the Company's Units, the Investor Could be Subject to Liability for Losses as Well as Civil Penalties:

There are special considerations that apply to investing in the Company's Units on behalf of pension, profit sharing or 401(k) plans, health or welfare plans, individual retirement accounts or Keogh plans. If the investor is investing the assets of any of the entities identified in the prior sentence in the Company's Units, the Investor should satisfy themselves that:

1. The investment is consistent with the Investor's fiduciary obligations under applicable law, including common law, ERISA and the Code;

2. The investment is made in accordance with the documents and instruments governing the trust, plan or IRA, including a plan's investment policy;

3. The investment satisfies the prudence and diversification requirements of Sections 404(a)(1)(B) and 404(a)(1)(C) of ERISA, if applicable, and other applicable provisions of ERISA and the Code;

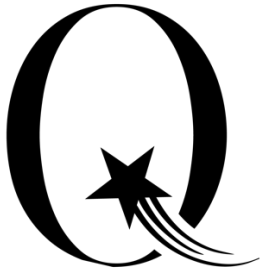
4. The investment will not impair the liquidity of the trust, plan or IRA;

5. The investment will not produce "unrelated business taxable income" for the plan or IRA;

6. The Investor will be able to value the assets of the plan annually in accordance with ERISA requirements and applicable provisions of the applicable trust, plan or IRA document; and the investment will not constitute a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

Failure to satisfy the fiduciary standards of conduct and other applicable requirements of ERISA, the Code, or other applicable statutory or common law may result in the imposition of civil penalties and can subject the fiduciary to liability for any resulting losses as well as equitable remedies. In addition, if an investment in the Company's Units constitutes a prohibited transaction under the Code, the "disqualified person" that engaged in the transaction may be subject to the imposition of excise taxes with respect to the amount invested.

EXHIBIT A: SUPPORTING DOCUMENTATION



QUANTUM SPACE FUND, LLC
ATTN: LUCAS ENTLER
10869 SCOTTSDALE RD.
SUITE 103 #150
SCOTTSDALE, AZ 85154

PHONE: (424) 281-8626

STATE OF NEVADA

FRANCISCO V. AGUILAR
Secretary of State

RUBEN J. RODRIGUEZ
Deputy Secretary for Southern Nevada

2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2452

OFFICE OF THE
SECRETARY OF STATE

GABRIEL DI CHIARA
Chief Deputy Secretary of State

DEANNA L. REYNOLDS
Deputy Secretary for Commercial Recordings

401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7141

Business Entity - Filing Acknowledgement

08/04/2025

Work Order Item Number:	W2025080402865 - 4636868
Filing Number:	20255089831
Filing Type:	Articles of Organization
Filing Date/Time:	08/04/2025 16:50:06 PM
Filing Page(s):	2

Indexed Entity Information:

Entity ID: E50898322025-0 **Entity Name:** Quantum Space Fund, LLC

Entity Status: Active **Expiration Date:** None

Commercial Registered Agent
Registered Agents Inc. * (N)
732 S 6TH ST, STE R, Las Vegas, NV 89101, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

FRANCISCO V. AGUILAR
Secretary of State

Commercial Recording

STATE OF NEVADA

FRANCISCO V. AGUILAR
Secretary of State

RUBEN J. RODRIGUEZ
Deputy Secretary for Southern Nevada

2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2452

OFFICE OF THE
SECRETARY OF STATE

GABRIEL DI CHIARA
Chief Deputy Secretary of State

DEANNA L. REYNOLDS
Deputy Secretary for Commercial Recordings

401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7141

Business Entity - Filing Acknowledgement

08/04/2025

Work Order Item Number:	W2025080402865 - 4636869
Filing Number:	20255089833
Filing Type:	Initial List
Filing Date/Time:	08/04/2025 16:50:06 PM
Filing Page(s):	2

Indexed Entity Information:

Entity ID: E50898322025-0 **Entity Name:** Quantum Space Fund, LLC

Entity Status: Active **Expiration Date:** None

Commercial Registered Agent
Registered Agents Inc. * (N)
732 S 6TH ST, STE R, Las Vegas, NV 89101, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

FRANCISCO V. AGUILAR
Secretary of State

FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Filed in the Office of	Business Number
FVAguilar	**E50898322025-0**
Secretary of State	Filing Number
State Of Nevada	**20255089831**
	Filed On
	08/04/2025 16:50:06 PM
	Number of Pages
	2

Formation - Limited-Liability Company

- ☑ NRS 86 - Articles of Organization Limited-Liability Company
- ☐ NRS 89 - Articles of Organization Professional Limited-Liability Company
- ☐ NRS 86.544 - Registration of Foreign Limited-Liability Company
- ☐ NRS 86.555 - Registration of Professional Foreign Limited-Liability Company

1. Name Being Registered in Nevada: (See instructions)
Quantum Space Fund, LLC

2. Foreign Entity Name: (Name in home jurisdiction)

3. Jurisdiction of Formation: (Foreign Limited-Liability Companies)
3a) Jurisdiction of formation: **3b)** Date formed:
3c) I declare this entity is in good standing in the jurisdiction of its formation. ☐

4. Registered Agent for Service of Process*: (check only one box)
☑ Commercial Registered Agent (name only below) ☐ Noncommercial Registered Agent (name and address below) ☐ Office or position with Entity (title and address below)

Registered Agents Inc. * (N)
Name of Registered Agent **OR** Title of Office or Position with Entity

732 S 6TH ST, STE R (Street Address) | **Las Vegas** (City) | Nevada | **89101** (Zip Code)

(Mailing Address (If different from street address)) | (City) | Nevada | (Zip Code)

4a. Certificate of Acceptance of Appointment of Registered Agent:
I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.

X **David Roberts, Assistant Secretary** — **08/04/2025**
Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity — Date

5. Management: (Domestic Limited-Liability Companies only)
Company shall be managed by: (check one box) ☑ Manager(s) **OR** ☐ Member(s)

6. Name and Address of each Manager(s) or Managing Member(s): (NRS 86 and NRS 86.544, see instructions)
Name and Address of the Original Manager(s) and Member(s): (NRS 89, see instructions)
IMPORTANT:
A certificate from the regulatory board must be submitted showing that each individual is licensed at the time of filing.

1) **Quantum Space GP Holdings, LLC** (Name)
732 S 6TH ST STE R (Address) | **Las Vegas** (City) | **NV** (State) | **89101** (Zip Code)

7. Dissolution Date: (Domestic only)
Latest date upon which the company is to dissolve (if existence is not perpetual):

This form must be accompanied by appropriate fees.

FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Formation - Limited-Liability Company

Continued, Page 2

8. Purpose/ Profession to be Practiced: (NRS 89 only)

9. Series and/or Restricted Limited-Liability Company: (Optional)

Check box if a Series Limited-Liability Company ☐

Domestic Limited-Liability Company"s only: The Limited-Liability Company is a Restricted Limited-Liability Company ☐

10. Records Office: (Foreign Limited-Liability Companies)

Address | City | State | Zip code

Country

11. Street Address of Principal Office: (Foreign Limited-Liability Companies)

Address | City | State | Zip code

Country

12. Name, Address and Signature of the Organizer: (NRS 86. NRS 89 -Each Organizer must be a licensed professional.)

*Foreign Limited-Liability Company - In the event the designated Agent for Service of Process resigns and is not replaced or the agent's authority has been revoked or the agent cannot be found or served with exercise of reasonable diligence, then the Secretary of State is hereby appointed as the Agent for Service of Process.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

Name and Signature of Manager or Member: (NRS 86.544 only)

See instructions

Name	Country
Robin Jones on behalf of Registered Agents Inc	**United States**

Address	City	State	Zip/Postal Code
732 S 6TH ST STE R	**Las Vegas**	**NV**	**89101**

X **Robin Jones on behalf of Registered Agents Inc**

(attach additional page if necessary)

AN INITIAL LIST OF OFFICERS MUST ACCOMPANY THIS FILING

Please include any required or optional information in space below:

(attach additional page(s) if necessary)

This form must be accompanied by appropriate fees.

FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Initial List and State Business License Application

Initial List Of Officers, Managers, Members, General Partners, Managing Partners, or Trustees:

Quantum Space Fund, LLC

NAME OF ENTITY

TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT

IMPORTANT: *Read instructions before completing and returning this form.*

Please indicate the entity type (check only one):

☐ Corporation

☐ This corporation is publicly traded, the Central Index Key number is:

☐ Nonprofit Corporation (see nonprofit sections below)

☑ Limited-Liability Company

☐ Limited Partnership

☐ Limited-Liability Partnership

☐ Limited-Liability Limited Partnership (if formed at the same time as the Limited Partnership)

☐ Business Trust

Filed in the Office of	Business Number
F H Aguilar	**E50898322025-0**
	Filing Number
	20255089833
Secretary of State	Filed On
State Of Nevada	**08/04/2025 16:50:06 PM**
	Number of Pages
	2

Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

CHECK ONLY IF APPLICABLE

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.

☐ 001 - Governmental Entity

☐ 006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number

For nonprofit entities formed under NRS chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is $200.00. Those claiming and exemption under 501(c) designation must indicate by checking box below.

☐ Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee.
Exemption Code 002

For nonprofit entities formed under NRS Chapter 81: entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C $ 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit $200.00 for the state business license.

☐ Unit-owners' Association

☐ Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. $501(c)

For nonprofit entities formed under NRS Chapter 82 and 80:Charitable Solicitation Information - check applicable box

Does the Organization intend to solicit charitable or tax deductible contributions?

☐ No - no additional form is required

☐ Yes - the *Charitable Solicitation Registration Statement* is required.

☐ The Organization claims exemption pursuant to NRS 82A 210 - the *Exemption From Charitable Solicitation Registration Statement* is required

****Failure to include the required statement form will result in rejection of the filing and could result in late fees.****

FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Initial List and State Business License Application - Continued

Officers, Managers, Members, General Partners, Managing Partners or Trustees:

CORPORATION, INDICATE THE Manager:

Name	Country
Quantum Space GP Holdings, LLC	**USA**

Address	City	State	Zip/Postal Code
732 S 6TH ST STE R	**Las Vegas**	**NV**	**89101**

None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the office of the Secretary of State.

X Robin Jones

Signature of Officer, Manager, Managing Member, General Partner, Managing Partner, Trustee, Member, Owner of Business, Partner or Authorized Signer *FORM WILL BE RETURNED IF UNSIGNED*

Authorized Signer
Title

08/04/2025
Date

SECRETARY OF STATE

STATE OF NEVADA

DOMESTIC LIMITED-LIABILITY COMPANY (86) CHARTER

I, FRANCISCO V. AGUILAR, the duly qualified and elected Nevada Secretary of State, do hereby certify that **Quantum Space Fund, LLC** did, on 08/04/2025, file in this office the original Articles of Organization that said document is now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said document contains all the provisions required by the law of the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 08/04/2025.

FRANCISCO V. AGUILAR
Secretary of State

Certificate
Number: B202508045970745
You may verify this certificate
online at https://www.nvsilverflume.gov/home

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

Quantum Space Fund, LLC

Nevada Business Identification # NV20253412868
Expiration Date: 08/31/2026

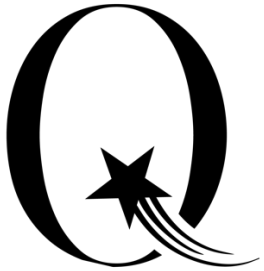
In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.
Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.
License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 08/04/2025.

Certificate Number: B202508045970746
You may verify this certificate online at https://www.nvsilverflume.gov/home

FRANCISCO V. AGUILAR
Secretary of State

EXHIBIT B: OPERATING AGREEMENT



QUANTUM SPACE FUND, LLC
ATTN: LUCAS ENTLER
10869 SCOTTSDALE RD.
SUITE 103 #150
SCOTTSDALE, AZ 85154

PHONE: (424) 281-8626

Operating Agreement for Quantum Space Fund, LLC
A Nevada Limited Liability Company

THE INTERESTS REPRESENTED HEREBY (THE "INTERESTS") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER THE SECURITIES ACT OR AN OPINION OF LEGAL COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.

THERE IS NO OBLIGATION ON THE ISSUER TO REGISTER THE INTERESTS UNDER THE SECURITIES ACT. A PURCHASER OF ANY INTEREST MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE INTERESTS REPRESENTED HEREBY HAVE NOT BEEN REVIEWED OR APPROVED BY THE SECURITIES ADMINISTRATORS OF CERTAIN STATES OR OTHER JURISDICTIONS NOR HAVE THEY BEEN QUALIFIED OR REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OF CERTAIN STATES OR OTHER JURISDICTIONS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE QUALIFICATION OR REGISTRATION REQUIREMENTS OF SUCH LAWS. THEREFORE, A PURCHASER OF ANY INTEREST WILL NOT BE ABLE TO RESELL IT UNLESS THE INTEREST IS QUALIFIED OR REGISTERED UNDER THE APPLICABLE STATE SECURITIES LAWS OR LAWS OF OTHER JURISDICTIONS OR UNLESS AN EXEMPTION FROM SUCH QUALIFICATION OR REGISTRATION IS AVAILABLE.

ARTICLE 11 OF THIS AGREEMENT PROVIDES FOR FURTHER RESTRICTIONS ON TRANSFER OF THE INTERESTS. FURTHERMORE, THERE MAY BE RESTRICTIONS ON TRANSFER AS PROVIDED BY THE SUBSCRIPTION AGREEMENT OR THROUGH FEDERAL AND STATE LAW.

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into effective as of September 25, 2025, by and among Quantum Space Fund, LLC, a Nevada limited liability company, Quantum Space GP Holdings, LLC, a Nevada limited liability company, as Manager, Quantum Space Founders Club, LLC, a Nevada limited liability company (the "Sponsor"), and the persons whose names and addresses are set forth in Exhibit "1" attached hereto and incorporated herein by reference, and whose signatures appear herein or by a separate joinder instrument, and any other Person who shall hereafter execute this Agreement as a Member of the Company.

ARTICLE 1
DEFINITIONS

Capitalized terms used in this Agreement without other definition shall, unless expressly stated otherwise, have the meanings specified in this Article 1:

"Act" means the provisions of Nevada Revised Statutes (Nevada Limited Liability Company Act) Chapter 86 *et seq*. (the "**Act**"), as from time to time in effect in the State of Nevada, or any corresponding provision or provisions of any succeeding or successor law of such State. The Act shall govern the rights and obligations of, and the relationships among, the Members except as modified by the provisions of this Agreement.

"Adjustment Year" means: (1) in the case of an adjustment pursuant to the decision of a court, the Company's taxable year in which the decision becomes final; (2) in the case of an administrative adjustment

request, the Company's taxable year in which the administrative adjustment is made; or (3) in any other case, the Company's taxable year in which the notice of final Company adjustment is mailed.

"Affiliate" of a Member or Manager means any Person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Member or Manager, as applicable. The term "control," as used in the immediately preceding sentence, means with respect to a corporation, limited liability company, limited life company or limited duration company (collectively, "limited liability company"), the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company and, with respect to any individual, partnership, trust, estate, association or other entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

"Articles of Organization" refers to the Company's Articles of Organization as filed with the Nevada Secretary of State.

"Assignee" means any transferee of a Member's Interest who has not been admitted as a Member of the Company.

"Bankruptcy" means, with respect to a Member: (i) Member files a voluntary petition for bankruptcy; (ii) such Member is adjudged a bankrupt or insolvent, or has entered against him or it an order for relief, in any bankruptcy or insolvency proceeding; (iii) such Member files a petition or answer seeking for himself or itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; or (iv) such Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him or it in any such proceeding.

"Capital Account" means an account established and maintained (in accordance with, and intended to comply with, Income Tax Regulations Section 1.704-1(b)) for each Member pursuant to Article 9 of this Agreement.

"Capital Contributions" means the contributions made, in U.S. Dollars or the value of services as determined by the Manager, by the Members to the Company pursuant to Sections 8.1 or 8.4 hereof and, in the case of all the Members, the aggregate of all such Capital Contributions.

"**Class A Unit**" means an Interest that is held by a Class A Member.

"**Class A Member**" means the Person(s) admitted as and executing this Agreement as a Class A Member and whose name(s) and their total number of Class A Interests owned are listed in the Register.

"**Class B Unit**" means an Interest that is held by a Class B Member.

"**Class B Member**" means the Person(s) admitted as and executing this Agreement as a Class B Member and whose name(s) and their total number of Class B Interests owned are listed in the Register.

"Class C Units and Members" Class C Members are persons accepted into the Company as owners of Class C Units of LLC Interests ("**Class C Units**"). The Capital Contribution for one Class C Unit is Fifty Dollars ($50.00) (the "**Class C Unit Price**"). The minimum Capital Contribution for Class C Units shall be set from time to time by action of the Manager in accordance with Article 5. There shall be One Million Five Hundred Thousand (1,500,000) Class C Units. The Class C Units shall be entitled to their pro rata portion of Distributable Cash. Class C Members shall be accepted into the Company by subscription and approval of the Manager. Each Class C Member agrees to make its Capital Contribution at the time the

Member is accepted into the Company by the Manager. For the avoidance of doubt, Class C Members, together or individually, do not have any Voting Rights.

"Class C Preferred Return" means a prorated, non-compounded per annum internal rate of return of ten percent (10%) as provided on **Exhibit "3"** based on Class C Members' Capital Contribution minus any return of capital from Distributable Cash or a Capital Transaction Event, if any. The Class C Preferred Return shall accrue six (6) months after deployment of funds. The Class C Preferred Return shall be paid from Distributable Cash, if at all, at times and amounts in the sole discretion of the Manager. The Class C Preferred Return is not guaranteed, meaning that the Class C Preferred Return will not be paid for any particular period if the Company does not have sufficient capital available to pay it or if the Manager in its sole discretion determines that it is in the best interests of the Company to retain such funds. Any Class C Preferred Return deficiencies will accrue and roll over to the following period. The Preferred Return allocation is payable from Distributable Cash only and does not extend to Net Capital Proceeds although Preferred Return deficiencies that accrue may be distributed from Net Capital Proceeds from time to time in the sole discretion of the Manager. For avoidance of doubt, the Class C Preferred Return will not start to accrue until six (6) months after the funds are deployed.

"Class D Units and Members" Class D Members are persons accepted into the Company as owners of Class D Units of LLC Interests ("**Class D Units**"). The Capital Contribution for one Class D Unit is Fifty Dollars ($50.00) (the "**Class D Unit Price**"). The minimum Capital Contribution for Class D Units shall be set from time to time by action of the Manager in accordance with Article 5. There shall be Two Million (2,000,000) Class D Units. The Class D Units shall be entitled to their pro rata portion of Distributable Cash. Class D Members shall be accepted into the Company by subscription and approval of the Manager. Each Class D Member agrees to make its Capital Contribution at the time the Member is accepted into the Company by the Manager. For the avoidance of doubt, Class D Members, together or individually, do not have any Voting Rights.

"Class D Preferred Return" means a prorated, non-compounded per annum internal rate of return of ten percent (10%) as provided on **Exhibit "3"** based on Class D Members' Capital Contribution minus any return of capital from Distributable Cash or a Capital Transaction Event, if any. The Class D Preferred Return shall accrue six (6) months after deployment of funds. The Class D Preferred Return shall be paid from Distributable Cash, if at all, at times and amounts in the sole discretion of the Manager. The Class D Preferred Return is not guaranteed, meaning that the Class D Preferred Return will not be paid for any particular period if the Company does not have sufficient capital available to pay it or if the Manager in its sole discretion determines that it is in the best interests of the Company to retain such funds. Any Class D Preferred Return deficiencies will accrue and roll over to the following period. The Preferred Return allocation is payable from Distributable Cash only and does not extend to Net Capital Proceeds although Preferred Return deficiencies that accrue may be distributed from Net Capital Proceeds from time to time in the sole discretion of the Manager. For avoidance of doubt, the Class D Preferred Return will not start to accrue until six (6) months after the funds are deployed.

"Code" means the United States Internal Revenue Code of 1986, as amended, or any corresponding provision or provisions of any succeeding law and, to the extent applicable, the Income Tax Regulations.

"Company" means Quantum Space Fund, LLC, a Nevada limited liability company.

"Distributable Cash" means, for each for each Fiscal Year, the GAAP Profits from Company operations less (only to the extent not yet included in the adjustments made to determine to GAAP Profits for such Fiscal Year) the following to the extent paid, accrued or set aside by the Company: (a) all principal payments on indebtedness of the Company and all other sums paid by the Company to lenders; (b) all capital expenditures of the Company's business, including but not limited to, any purchase commitments

and commitments for any Financing Receivable; (c) such Reserves as the Manager deems reasonably necessary to the proper operation of the Company's business; (d) cash available for Redemption pursuant to Section 4.19; and, (e) cash reserves set aside for all mandatory distributions owed to Members pursuant to Section 11.9.

"ERISA" mean the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"ERISA Investor" has the same meaning as "benefit plan investor" as defined in 29 C.F.R. §2510.3-101(f)(2), as amended. Currently a "benefit plan investor" includes pension plans, profit sharing plans, stock bonus plans, and individual retirement accounts.

"Financing Receivable(s)" refers to the amounts due to the Company (as lender) arising out of any loans and/or notes whose term has not reached maturity and whose principal and/or interest is outstanding and has not been collected by the Company.

"Fiscal Quarter" refers to one of four a three-month periods comprising the Company's Fiscal Year. The Company's Fiscal Quarters end on March 31, June 30, September 30, and December 31 of every year.

"Fiscal Year" refers to the completion of the Company's 12-month accounting period. The Company's Fiscal Year ends on December 31 of every year.

"**Gross Revenue**" means all income and other revenue of every kind and character received by the Company, without deduction of any kind.

"Income Tax Regulations" means, unless the context clearly indicates otherwise, the regulations in force as final or temporary that have been issued by the U.S. Department of the Treasury pursuant to its authority under the Code, and any successor regulations.

"Interest" means all of a Members ownership interest (within the meaning of the Act) and legal and equitable rights as an owner in the Company, including, without limitation, the Member's share of the profits and losses of the Company, the right to receive distributions of the Company's assets, any right to vote and any rights to participate in the management of the Company as provided in the Act and this Agreement.

"**IRR**" means internal rate of return, meaning the percentage rate earned on each dollar invested for each period it is invested. The Company will calculate the internal rate of return using the Excel IRR function, or similar function and/or software.

"Manager" means Quantum Space GP Holdings, LLC.

"Member" means any Person who holds a (i) Class A Interest; (ii) Class B Interest; (iii) Class C Interest; or (iv) Class D Interest.

"Net Capital Proceeds" means, the excess of sale or refinance revenue, over sales or refinance costs and fees, including but not limited to repayment of debt, sales commissions, sales fees, establishment of necessary Reserves, cash expenditures incurred incident to the sales process, refinance/origination fees, broker fees, and any other cash expenditures incurred in the sale or refinance of a Project. Any reserves returned to the Company by any lending institution or any other source may be considered a Capital Transaction Event and part of Net Capital Proceeds in the Manager's sole discretion.

"Percentage Interest" means the allocable interest of each Member in the income, gain, loss, deduction or credit of the Company as set forth in the records of the Company. Percentage Interest includes the entire ownership interest of a Member in the Company at any particular time, including, without limitation, the right of such Member to participate in the Company's income or losses, Distributable Cash and any and all rights and benefits to which a Member may be entitled pursuant to this Agreement and under the Act, together with the obligations of such Member to comply with all the terms and provisions of this Agreement and the Act. For matters described throughout this Agreement a Member's Percentage Interest shall be calculated by adding all Membership Interests owned by the Member divided by the total outstanding Membership interests of the Company.

"Person" means a natural person or any partnership (whether general or limited and whether domestic or foreign), limited liability company, foreign limited liability company, limited life company, limited duration company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity or any other entity.

"Prime rate" refers to the prime interest rate that U.S. commercial banks charge their most creditworthy customers for loans. Like all loan rates, the prime interest rate is derived from the federal funds overnight rate, which is set by the Federal Reserve at meetings held eight times a year.

"Project" means an improved or unimproved parcel of real property which the Company intends to acquire and develop into Company Business with the proceeds of the Offering (in the aggregate, the "**Projects**" and each of such Projects individually a "**Project**")**.**

"Reserves" means the reasonable reserves established and maintained from time to time by the Manager, in amounts reasonably considered adequate and sufficient from time to time by the Manager to pay taxes, fees, insurances or other costs and expenses incident to the Company's business.

"**Unit"** means each of the classes of Units, which collectively constitute all of the Interests of the Company. Each individual Unit constitutes a fractional part of the Interest of each Member in the Company representing the relative interest, rights and obligations a Member has with respect to certain economic rights, voting, and other items pertaining to the Company as set forth in this Agreement. Unless otherwise provided herein, references in this Agreement to Units of a Member include all or the portion of such Member's Interest that is represented by or attributable to, or otherwise relates to, such Units. Whole numbers of Units may be issued by the Company and/or owned by Members and other transferees of Units.

"Unit Issue Date" refers to the date the Units were transferred to a Person.

"Unreturned Capital Contributions" of shall mean, for purposes of this Agreement, the total amount (in dollars) of all Capital Contributions made by the Members less the aggregate amounts paid to the Members by the Company to pay down the balance of their Capital Contributions.

ARTICLE 2
GENERAL PROVISIONS

Section 2.1 Name. The name of the Company shall be Quantum Space Fund, LLC, a Nevada limited liability company.

Section 2.2 Purpose of the Company. Notwithstanding any contrary provision in this Agreement, the Articles of Organization, or any other governing or organization documents of the Company to the contrary, the following shall govern the nature and principal purpose of the Company (the "Company Business") and

the purposes to be conducted and promoted by the Company (either directly, or indirectly, through one or more Subsidiaries), is to engage in the following activities:

(1) raise capital to enable the Company to acquire properties and real estate-related investments and develop Projects;

(2) own, improve, develop, redevelop, construct, reconstruct, maintain, operate, manage, supervise and dispose of such Projects;

(3) to, subsequent to the Company's initial investment in any Project, make additional investments in such Project (including any capital improvements or other improvements or alterations to any property constituting a Project or otherwise to protect the Company's investment in any Project or to provide working capital for any Project) (an "Additional Investment");

(4) improve Projects to increase their value, operate, and sell the Projects and any other Company Business investments for a profit;

(5) to exercise all powers and take all actions necessary, appropriate or convenient to the conduct, promotion or attainment of the Company Business or purposes otherwise set forth herein.

(6) to enter into any transaction necessary including but not limited to financing agreements, management agreements, employment agreements in furtherance of the Company's business;

(7) to create any policies or procedures in furtherance of the Company's business; and

(8) to exercise all powers and take all actions necessary, appropriate or convenient to the conduct, promotion or attainment of the Company business or purposes otherwise set forth herein.

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this Company, which shall be permitted to engage in any other business activities without a formal amendment to this Agreement.

Section 2.3 Term. This Company shall continue in existence in perpetuity from the date of filing of its Articles of Organization with the Nevada Secretary of State, unless earlier dissolved pursuant to the Act or in accordance with this Agreement.

ARTICLE 3
COMPANY OFFICES

Section 3.1 Registered Office. The registered office of the Company in Nevada required by the Act shall be as set forth in the Company's Articles of Organization until such time as the registered office is changed in accordance with the Act.

Section 3.2 Principal Executive Office. The principal executive office for the transaction of the business of the Company shall be fixed by the Manager within or without the State of Nevada. The initial principal office address is 10869 N. Scottsdale Rd Suite 103 #150, Scottsdale, AZ 85254.

Section 3.3 Other Offices. The Manager may at any time establish other business offices within or without the State of Nevada.

ARTICLE 4
MEMBERS; LIMITED LIABILITY OF MEMBERS; CLASSES; INTERESTS OF MEMBERS; CERTIFICATES; VOTING RIGHTS; MEETINGS OF MEMBERS

Section 4.1 Members. Each Person admitted as a Member of the Company pursuant to the Act and this Agreement, shall be a Member of the Company until they cease to be a Member in accordance with the provisions of the Act, the Articles of Organization, or this Agreement. Upon the admission of any new Member, the Company shall update its records to reflect the name, address, Capital Contribution, and date admitted as a Member.

Section 4.2 Limited Liability. Except as expressly set forth in this Agreement or required by law, no Member shall be personally liable for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company.

Section 4.3 Nature of Membership Interest; Agreement Is Binding upon Successors. The Interests of Members in the Company constitute their personal property. No Member has any interest in any specific asset or property of the Company. In the event of the death or legal disability of any Member, the executor, trustee, administrator, guardian, conservator or other legal representative of such Member shall be bound by the provisions of this Agreement. If a Member who is not a natural person is dissolved or terminated, the successor of such Member shall be bound by the provisions of this Agreement.

Section 4.4 Certificates Evidencing Interests. It is not the intention to issue the Members certificates evidencing their Membership Units. However, the Company may issue to every Member of the Company a certificate signed by the Manager specifying the Interest of such Member. If a certificate for registered interests is worn out or lost, it may be renewed on production of the worn-out certificate or on satisfactory proof of its loss together with such indemnity as may be required by a resolution of the Manager.

Section 4.5 Classes of Members. The Company shall have four (4) classes of Members: Class A Members, Class B Members, Class C Members and Class D Members. Each such class of Members shall have the rights, powers, duties, obligations, preferences and privileges set forth in this Agreement. The names and addresses of the Members shall be maintained by the Company.\

Section 4.6 Voting Rights

For all matters regarding voting throughout this Agreement, if the provision requires a vote of one class of Members, the Percentage Interest shall be calculated by using the total number of Membership Interests owned by all Members in that Class (whose votes on a certain matter align) divided by the total number of outstanding Membership Interests of that Class.

(A) Except as may otherwise be provided in this Agreement, the Act, or the Articles of Organization, each of the Class B, Class C, and Class D Members hereby waives their right to vote on any matters other than Section 4.6(B), Section 4.6(D), Section 5.11(C), Section 5.12, Section 14.4, and Section 17.2(A) and matters that cannot be waived under the Act. All other decisions will rest with the Manager, as outlined in Section 5.2 below. Notwithstanding anything contained herein, the Members shall not participate in the day-to-day management of the business of the Company.

(B) Subject to the Act and the Articles of Organization, the affirmative vote of two-thirds (2/3) of all Members shall be required to:

(i) approve any loan to any Manager or any guarantee of a Manager's obligations;

(ii) amend this Agreement in such a way that would result in a change to the Preferred Allocation as set forth on **Exhibit "1"** hereto as of the Effective Date or adversely affect the rights, or the interest in the capital, distributions, profits, or losses of any Member as set forth on **Exhibit "1"** hereto as of the Effective Date.

(C) Subject to the Act and the Articles of Organization, the affirmative vote of Class B, Class C and Class D Members holding not less than two-thirds Interests of the Company as a whole except for the Manager voting at a duly held meeting at which a quorum of each class is present shall be required to issue a Notice to Perform or remove the Manager for Cause pursuant to Section 5.11(C) below;

(D) An affirmative consent of seventy-five percent (75%) of all Members is required for any of the following matters:

(i) To authorize an act that is not in the ordinary course of the business of the Company; and

(ii) To amend the Articles of Organization of the Company or make substantive amendments to this Agreement.

(E) Without limiting the preceding provisions, no Person shall be entitled to exercise any voting rights as a Member until such Person (i) has been admitted as a Member, and (ii) has paid the Capital Contribution required hereunder.

Section 4.7 Place of Meetings. All meetings of the Members may be held at any place within the United States designated by the Manager. The meetings may occur in-person, telephonically, or digitally using available technology. The Manager shall have sole discretion as to the manner in which meetings of the Members are carried out.

Section 4.8 Meetings of Members. No annual meeting of the Members shall be required. Notwithstanding the foregoing, a meeting of the Members for the purpose of taking any action permitted to be taken by the Members hereunder may be called by the Manager. Upon request in writing that a meeting of Members be called for any proper purpose, the Manager shall cause notice to be given to the Members entitled to vote that a meeting will be held at a time established and set by the Manager. Such notices shall state: (1) the place, date and hour of the meeting; and, (2) those matters which the Manager, at the time of the mailing of the notice, intends to present for action by the Members.

Section 4.9 Quorum. The presence at any meeting in person or by proxy of Members holding not less than a majority of the Percentage Interests of the class or classes entitled to vote at such meeting shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the votes required to constitute a quorum.

Section 4.10 Waiver of Notice. The actions of any meeting of Members, however called and noticed, and wherever held, shall be as valid as if taken at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting, or an approval of the minutes thereof. The waiver of notice, consent or approval need not specify either the business to be transacted or the purpose of any regular or special meeting of Members, except that if action is taken or proposed to be taken for approval of any of those matters specified in Section 4.6 of this Agreement, the waiver of notice, consent or approval shall state the general nature of such proposal. All such waivers, consents or approvals shall be filed with the Company's records and made a part of the minutes of the meeting. Attendance of a Member at a meeting shall also constitute a waiver of notice of and presence at such meeting, except when the Member objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice but not so included, if such objection is expressly made at the meeting.

Section 4.11 Action by Members Without a Meeting. Any action which, under any provision of the Act or the Articles of Organization or this Agreement may be taken at a meeting of the Members, may be taken without a meeting, and without notice. Such action may be taken without a meeting if a written consent of such action, is signed by Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting with all of the voting Members as if the vote were taken during a meeting. All such consents shall be filed with the secretary of the Company and shall be maintained in the Company's records. Unless the consents of all Members entitled to vote have been solicited in writing, then (i) notice of any proposed Member approval of any of the matters set forth in Section 4.6(B) without a meeting by less than unanimous written consent shall be given to those Members entitled to vote who have not consented in writing at least five days before the consummation of the action authorized by such approval, and (ii) prompt notice shall be given of the taking of any other action approved by Members without a meeting by less than unanimous written consent to those Members entitled to vote who have not consented in writing.

Any Member giving a written consent, or the Member's proxyholders, or a personal representative of the Member or their respective proxyholders, may revoke the consent by a writing received by the Manager prior to the time that written consents of the number of votes required to authorize the proposed action have been filed with the Manager, but may not do so thereafter. Such revocation is effective upon its receipt by the Manager or, if there shall be no person then holding such office, upon its receipt by any other officer or Manager of the Company.

Section 4.12 Record Date. The Manager shall fix a time in the future as a record date (the "Record Date") for the determination of the Members entitled to notice of and to vote at any meeting of Members or entitled to give consent to action by the Company in writing without a meeting, to receive any report, to receive any dividend or distribution, or any allotment of rights, or to exercise rights with respect to any change, conversion or exchange of interests. The Record Date so fixed shall be not more than Sixty (60) days nor less than ten (10) days prior to the date of any meeting, nor more than Sixty (60) days prior to any other event for the purposes of which it is fixed. When a Record Date is so fixed, only Members of record at the close of business on that date are entitled to notice of and to vote at any such meeting, to give consent without a meeting, to receive any report, to receive a dividend, distribution, or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any interests on the books of the Company after the Record Date, except as otherwise provided by statute or in the Articles of Organization or this Agreement.

Section 4.13 Members and Managers May Participate in Other Activities. Each Member and Manager of the Company, either individually or with others, shall have the right to participate in other business

ventures of every kind, whether or not such other business ventures compete with the Company. No Member or Manager shall be obligated to offer to the Company or to the other Members any opportunity to participate in any such other business venture. Neither the Company nor the other Members shall have any right to any income or profit derived from any such other business venture of a Member, Manager or Affiliate. A Member or Manager may engage in incidental use of the Company's computers, communication systems, or internet facilities for other business activities so long as such usage has no material impact upon the Company's facilities and equipment.

Section 4.14 Members Are Not Agents. The management of the Company is vested in the Manager. The Members shall have no power to participate in the management of the Company except as expressly authorized by the Act, this Agreement or the Articles of Organization. No Member, acting solely in the capacity of a Member, is an agent of the Company nor does any Member, unless expressly and duly authorized in writing to do so by the Manager, have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, to execute any instrument on its behalf or to render it liable for any purpose. Any attempt to do so is null and void ab initio.

Section 4.15 Transactions of Members with the Company. Subject to any limitations set forth in this Agreement and with the prior written approval of the Manager, a Member may lend money to and transact other business with the Company, such as providing services for compensation. Subject to other applicable law, such Member has the same rights and obligations with respect thereto as a Person who is not a Member. Any such loan or other transaction shall not be deemed a Capital Contribution under this Agreement unless specifically approved upon, in writing, by the Manager.

Section 4.17 Withdrawal. No Class C Member or Class D Member may have the right to voluntarily or involuntarily withdraw, resign, or otherwise disassociate (a "***Withdrawal***" or to "***Withdraw***") or receive a return of its Capital Contribution from the Company applicable to said Class C Member or Class D Member except on the prior written consent of the Manager, which may be withheld, conditioned or delayed in Manger's sole discretion. Any Withdrawal for which no consent has been given shall be null, void and of no effect whatsoever.

4.18 Mandatory Redemption. Notwithstanding any other provision in this Agreement, for a period of twenty-four (24) months following the Unit Issue Date (the "**Mandatory Redemption Period**"), the Company, acting through its Manager, shall have the absolute and unilateral right, exercisable at any time and for any reason in its sole discretion, to redeem and repurchase all or any portion of the Units held by any Class C Member or Class D Member (the "**Mandatory Redemption Right**").

Upon exercise of the Mandatory Redemption Right, the affected Class C Member(s) and Class D Member(s) shall be obligated to sell their Units back to the Company at the Mandatory Redemption Price. The Mandatory Redemption Price shall be calculated to provide the Class C Member or Class D Member with an annualized internal rate of return of twenty percent (20%) on their Capital Contribution attributable to the redeemed Units, inclusive of any Class C Preferred Return or Class D Preferred Return previously paid or accrued (the "**Mandatory Redemption Price**"). For clarity and avoidance of doubt:

1. The Mandatory Redemption Price shall be an amount sufficient to deliver a twenty percent (20%) IRR on the investor's original Capital Contribution, calculated from the date such Capital Contribution was made through the date of redemption payment;
2. This 20% IRR calculation shall include and account for all distributions previously made to such Class C Member or Class D Member, including any Class C Preferred Return or Class D Preferred Return payments; and

3. Neither the Class C Member shall be entitled to any additional Class C Preferred Return nor the Class D Member shall be entitled to any additional Class D Preferred Return beyond what is already included in the 20% IRR calculation.

To exercise this Mandatory Redemption Right, the Manager shall provide written notice (the "**Mandatory Redemption Notice**") to the affected Class C Member(s) and Class D Member(s) at least thirty (30) days prior to the redemption date. The Mandatory Redemption Notice shall specify (i) the number of Units to be redeemed, (ii) the calculation of the Mandatory Redemption Price, and (iii) the redemption date. Payment of the Mandatory Redemption Price shall be made in a single lump sum on the redemption date specified in the Mandatory Redemption Notice.

Upon payment of the Mandatory Redemption Price, the redeemed Units shall be automatically canceled, the Capital Account of the redeeming Class C Member or Class D Member shall be adjusted accordingly, and if all Units of a Class C Member or Class D Member are redeemed, such Member shall cease to be a Member of the Company effective as of the redemption date.

This Mandatory Redemption Right is binding on all Class C Members and Class D Members and represents a material term of their investment in the Company. By acquiring Class C Units, each Class C Member expressly acknowledges and agrees that their Units are subject to mandatory redemption as set forth in this section, and waives any right to contest or reject such redemption if properly executed according to these terms. By acquiring Class D Units, each Class D Member expressly acknowledges and agrees that their Units are subject to mandatory redemption as set forth in this section, and waives any right to contest or reject such redemption if properly executed according to these terms.

Section 4.19 Mandatory Redemptions Applicable to ERISA Investors. The Company may issue Units to an ERISA Investor in exchange for Capital Contribution(s) and the Manager may admit such ERISA Investor as a Member subject to the terms hereof; provided, that the Manager shall only accept Capital Contributions from an ERISA Investor and issue Units in exchange thereof (and admit said ERISA Investor as a Member if applicable) if, after said issuance, the Units held by ERISA Investors, collectively, would be less than twenty five percent (25%) of the Units then outstanding. At all times, the number of Units held by ERISA Investors shall be less than twenty-five percent (25%) of all Units then outstanding. For purposes of this calculation, the term "Member" shall include Assignees. This limitation shall be referred to as the "ERISA Investor Restriction." If as a result of a Member Withdrawal, redemption or otherwise or issuance of additional Units, the Company violates or will violate the ERISA Investor Restriction, the Manager has the right, exercisable in its sole discretion, to cause the Company to redeem outstanding Units that are then held by ERISA Investors, on a pro rata basis, as is or may be necessary to ensure that the Company does not violate the ERISA Investor Restriction. In the event the Manager determines to exercise its rights under this Section 4.22, the Manager shall give each ERISA Investor immediate written notice of said determination, and in such Writing shall advise each ERISA Investor of the number of Units to be redeemed from said Investor, the effective date of such redemption and the Redemption Price to be paid to such Investor. Upon the effective date of such redemption, the Manager shall cause the Company to tender to each ERISA Investor the Redemption Price applicable to said Investor as directed by said Investor. No fees shall be assessed by the Company on a redemption occurring pursuant to this Section.

Section 4.20 Company Option to Redeem. If a Class C Member's Units or Class D Member's are transferred due to said Class C Member's or Class D Member's death or by any court or other judicial authority, including, but not limited to, Transfers ordered in a Bankruptcy proceeding, divorce, or as a result of garnishment, attachment or execution (the "**Involuntary Transfer**" or "**Involuntary Transferred Units**"), the Company has the option, exercisable in its sole and exclusive discretion, to redeem all, but not less than all, of the Involuntary Transferred Units for the price and upon the terms as the Manager may reasonably determine. Within thirty (30) Business Days after the date on which the Company receives

written notice of the applicable event, the Company shall provide written notice of its exercise of its option to redeem to the Member, the court and the proposed assignee and/or the successor of the Class C Member or Class D Member (the "**Successor**") as applicable (the "**Option Notice**"). The redemption price for the Involuntary Transferred Units shall be an amount equal to their Redemption Price less the Processing Fee and less all any and all loss, liability, damages, loss and expenses incurred by the Company as a result of or related to the Involuntary Transfer. In the event the Company has an offset rights hereunder and exercises the same, then the Company shall notify in writing the Class C Member or Class D Member, the court and/or Successor, as applicable, of the amount of offset, with reasonable detail and documentation regarding the same, and shall provide the amount of the Redemption Price as reduced by any offset.

(A) The closing of the redemption of the Involuntary Transferred Units may occur electronically or as the Manager may determine and shall take place within a reasonable amount of time after the Option Notice is sent by the Manager.

(B) Notwithstanding anything else contained herein to the contrary, the Successor and/or the applicable Class C Member or Class D Member shall merely be an assignee from and after the date of the applicable event causing the Involuntary Transfer, and such Successor and/or the applicable Class C Member or Class D Member shall thereinafter have no right to exercise rights of a Class C Member or Class D Member hereunder.

(C) In the event that any Successor and/or the applicable Member ("**Defaulting Person**") shall be required to sell its Involuntary Transfer Units hereunder, and in the further event that Defaulting Person is unable to, or for any reason does not, deliver such Involuntary Transfer Units and necessary documentation to the Company and the Manager in accordance with the applicable provisions of this Agreement, then the Company may deposit the applicable Redemption Price for such Involuntary Transfer Units, by certified check, wire, ACH, or direct deposit of cash with the Company's primary bank, as agent or trustee, or in escrow, for such Defaulting Person, to be held by the bank until withdrawn by such Defaulting Person. Upon the deposit of the Redemption Price as provided for herein and upon notice in writing to the Defaulting Person, the Involuntary Transfer Units of such Defaulting Person to be redeemed shall at such time be deemed to have been redeemed by and conveyed to the Company, and such Defaulting Person shall have no further rights thereto, and the Company shall record the redemption in its books and records.

ARTICLE 5
MANAGEMENT OF THE COMPANY

Section 5.1 Manager. The business and affairs of the Company shall be managed, and all its powers shall be exercised by or under the direction of the Manager.

Section 5.2 Powers of the Manager. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Manager shall have the following powers and authorities:

(A) To conduct, manage and control the business and affairs of the Company and to make such rules and regulations as the Manager shall deem to be in the best interests of the Company;

(B) to appoint and remove officers, agents and employees of the Company, prescribe their duties and fix their compensation;

(C) to lend money and borrow money and incur indebtedness for the purposes of the Company and to cause to be executed and delivered therefor, in the Company's name, promissory notes, bonds,

debentures, deeds of trust, mortgages, pledges, guaranty agreements, hypothecations or other evidence of debt and securities therefor;

(D) to designate an executive and/or other committees to serve at the pleasure of the Manager, and to prescribe the manner in which proceedings of such committees shall be conducted;

(E) to lease, rent, acquire real and personal property, arrange financing and enter into contracts;

(F) to act as agent of the Company for in front of regulatory, administrative, other governmental bodies, utilities, or any other body;

(G) to enter into any business arrangement with affiliated or unaffiliated third parties including entering into a joint venture, partnership, joint tenancy, merger transaction, or any other arrangement with any third party.

(H) to make all other arrangements and do all things which are necessary or convenient to the conduct, promotion or attainment of the business, purposes, or activities of the Company.

Section 5.3 Agency Authority of Manager. The Manager, acting alone, is authorized to endorse checks, drafts, and other evidence of indebtedness made payable to the order of the Company.

Section 5.4 Limited Liability. Except as expressly set forth in this Agreement or required by law, no Manager shall be personally liable for any debt or obligation of the Company.

Section 5.5 Standards of Conduct; Modification of Duties.

(A) Notwithstanding any other provision of this Agreement or other applicable law, whenever in this Agreement or any other agreement contemplated hereby or otherwise, the Manager, in its capacity as the manager of Company, is permitted to or required to make a decision, the Manager shall be entitled to consider only such interests and factors as it desires, including its own interests, to give any consideration to any interest of or factors affecting Company or the Members, and shall not be subject to any other or different standards imposed by this Agreement, any other agreement contemplated hereby, under the Act or under any other law, rule or regulation.

(B) Except as is provided in Section 5.5(C), the Members acknowledge and agree that the Manager, in managing the Company, does not owe any fiduciary duties to the Members and/or to the Company including: (1) the duty of good faith; and, (2) the duty of fair dealing.

(C) The Manager shall not exercise its duty of good faith and fair dealing in a manner below (1) the standard of willful or intentional misconduct; (2) gross negligence; or, (3) knowing violation of the law by the Manager.

(D) The Members hereby waive any right to bring direct or derivative claims for breach of fiduciary duty (duties) that they, as Members, may have against the Manager (1) as Members; or, (2) on behalf of the Company, unless such claims violate the standards as stated under Section 5.5(C).

(E) This Section 5.5 is written and agreed to pursuant the Act and applicable Nevada law, whether such law is derived from statute, regulation, common law, or in equity.

5.6 Duties of Manager to Creditors. Except as expressly set forth in this Agreement, to the fullest extent permitted by law, the Manager shall not have any duties or liabilities, including fiduciary duties other than

the duties of good faith and fair dealing as limited through Section 5.5, to any Member as creditor or any other creditor of Company, and the provisions of this Agreement.

5.7 No Duty of Manager to Members Tax Consequences. The Members expressly acknowledge that the Manager is under no obligation to consider the separate interests of the Members (including, without limitation, the tax consequences to Members) in deciding whether to cause Company to take (or decline to take) any actions, and the Manager shall not be liable for monetary damages for losses sustained, liabilities incurred or benefits not derived by Members in connection with such decisions.

5.8 Manager's Protection from Apparent Authority. The Manager shall be protected when acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by Manager to be authorized or genuine and to have been signed or presented by person(s) with proper authority.

5.9 Manager May Consult. The Manager may consult with legal counsel, accountants, appraisers, management consultants, investment bankers, or other consultants and advisers selected by them. Any action taken or not taken by Manager in reliance upon the advice or opinion of such advisors (as to matters that the Manager reasonably believes to be within such Person's professional or expert competence) shall raise a conclusive presumption that such action or non-action was taken in good faith and in accordance with such advice or opinion.

5.10 Authority to Delegate. The Manager shall have the right, with respect to any of their powers or obligations as provided in this Agreement, to act through any of their duly authorized officers or any duly appointed agent, attorney, or attorneys-in-fact. Each such agent or attorney shall, to the extent provided by the Manager in written the power of attorney, have full power and authority to do and perform each and every act and duty that is permitted or required to be done by the Manager as provided in this Agreement.

Section 5.11 Election and Removal of Manager. The initial Manager shall be Quantum Space GP Holdings, LLC, a Nevada limited liability company. Quantum Space GP Holdings, LLC shall be the Manager of the Company until the dissolution of the Manager or until the Manager is removed pursuant to this Section 5.11.

(A) Except as otherwise provided by the Act or the Articles of Formation, the Manager shall hold office until dissolution, his or her death, mental incompetence, resignation, or removal.

(B) Removal of Manager for Cause. Class B, Class C and Class D Members who collectively own two-thirds (2/3) of the Interests shall issue a notice (the "Notice to Perform") to the Manager in accordance with the notice provision in this Agreement. The Notice to Perform shall describe the matters of concern to the Members and shall give the Manager up to sixty (60) days to correct the matter of concern to the satisfaction of the voting Members. If the Manager fails to respond to the concerns or demands contained in such Notice to Perform then the Manager may be immediately removed, temporarily or permanently, "for Cause" determined by: (a) a vote of the Members pursuant to Section 5.11(C), or (b) by an arbitrator or judge per Section 17.9. of this Agreement. Note, however, that removal of the Manager shall require approval of a lender or substitution of a loan guarantor if any loan was conditioned on the qualifications of the Manager.

(C) The Manager may be removed for Cause upon the affirmative vote of two-thirds (2/3) of the Class B, Class C, and Class D Members. For purposes of removal of a Manager, "for Cause" shall mean any of the following:

(i) Material breach or default (and subsequent failure to cure or commence to cure) by the Manager of any material term or obligation under this Agreement that is not waived in writing by a majority of

Members holding not less than 51% (fifty-one percent) of the Class B, Class C, and Class D Units or cured (or the cure has not commenced) within sixty (60) days of notice of the alleged breach or default;

(ii) The knowing, willful and continued failure of the Manager to materially and substantially perform Manager's customary duties (other than due to such party's death or incapacity due to physical or mental illness), the reckless disregard of the performance of Manager, or the willful engaging by the Manager in gross misconduct or negligence in both events which is materially and substantially injurious to the Company, monetarily or otherwise; or

(iii) Knowingly and intentionally making materially false, misleading, or inaccurate statements in connection with the rendering of services as a Manager that results in material and substantial financial damage to the Company.

5.12 Resignation or Dissolution/Death/Disability of Manager. The Manager may resign at any time by giving written notice to the Members without prejudice to the rights, if any, of the Company under any contract to which such Manager is a party. The resignation of a manager shall take effect upon receipt of that notice or at such later time as shall be specified in the notice; and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

In the event of death or incompetence of Lucas Entler, the Company's CEO and principal of the Manager, all management rights shall transfer to Calvanta, LLC ("Calvanta"), a Delaware limited liability company. Calvanta shall appoint a replacement Quantum CEO within sixty (60) days. The Company's investment period will pause until a new CEO is appointed. If no CEO is appointment is made with ninety (90) days, termination of the Company may be activated by a vote of two-thirds (2/3) of the Class B, Class C, and Class D Members.

Section 5.13 Manager May Engage in Other Activities. The Manager of the Company shall have the right to participate in other business ventures of every kind, whether or not such other business ventures compete with the Company. No Manager shall be obligated to offer to the Company or its Members any opportunity to participate in any such other business venture. The Company shall not have any right to any income or profit derived from any such other business venture of the Manager.

This Section 5.13 applies to the Persons who control the Manager, as well as the Manager. Those Persons are permitted to participate in other business ventures and such Persons shall not be liable to the Company or the Members for participating or spending their time in other business ventures.

Section 5.14 Transactions of the Manager with the Company. The Manager may lend money to and transact other business with the Company. Subject to applicable law, the Manager has the same rights and obligations with respect thereto as a Person who is not a Member or Manager. In the event the Manager transacts with the Company, such transaction shall have commercially reasonable terms for similar transactions in the area in which the transaction took place. Manager may authorize an affiliated or unaffiliated third party to act on behalf of the Company with respect to such a transaction with the Manager. No presumption of breach of fiduciary duties or bad faith shall arise if Manager does not appoint an agent to represent the Company in a transaction with the Manager. If the terms of the transaction are on commercially reasonable terms for similar transactions in the area in which the transaction took place, then it shall be presumed that Manager acted in accordance with their duties and in good faith arising from this Agreement and in law or equity.

Section 5.15 Compensation of Manager.

The Manager shall be entitled to the following fees:

(A) Management Fee*:* means a fee paid to Manager by Company for fulfilling management and administration duties required to effectuate improvement(s) of Company Project. For years 1-3, the Company shall pay to the Manager a fee equal to one and one-half percent (1.5%) of Gross Revenues. For years 4-7, the Company shall pay to the Manager a fee equal to one percent (1.0%) of Gross Revenues. This fee shall be payable in twelve (12) payments due to the Manager at the end of each month and calculated based on the Gross Revenues for the previous month. If after the annual accounting, the Management Fees that were paid to the Manager over the Fiscal Year are in excess of the amount actually owed to the Manager over the Fiscal Year, the Manager will have the option between (1) paying the Company the difference in dollars over one payment; or, (2) deducting the difference from the monthly Management Fee payments to Manager until the difference balance is zero.

(B) Asset Acquisition Fee: means a fee paid to Manager by Company following the purchase of a Property on behalf of the Company. The Manager shall be entitled to receive a fee, levied in the Manager's sole discretion, equal to one percent (1.0%) of the book value of the Property acquired by the Company payable to the Manager after the closing and settlement of the respective Company asset acquisition.

(C) Development Fee: means a fee paid to Manager by Company for fulfilling management and administration duties required to effectuate improvement(s) of Company Projects. The Manager shall be entitled to receive a fee, levied in the Manager's sole discretion, equal to four percent (4.0%) of the total project expenses attributable to the improvement of a Company Project payable to the Manager monthly during the phase of the Company's Project ground up development plans.

(D) Construction Management Fee: means a fee paid to Manager by Company for fulfilling management and administration duties required to effectuate improvement(s) of Company Projects. The Manager shall be entitled to receive a fee, levied in the Manager's sole discretion, equal to five percent (5.0%) of the gross costs attributable to constructing of a Company Project payable to the Manager at the completion of the Company's Project ground up development plans.

5.16 Expenses Borne by Manager. In the event Manager incurs expenses on behalf of the Company, the Company shall reimburse Manager for such expenses if such expenses are reasonable and in furtherance of the Company's purposes and objectives.

5.17 Representative.

(A) For taxable years beginning after December 31, 2025 (or any earlier year, if the Managers, so elects), the Managers shall designate a Company representative (in such capacity, the "Company Representative") to act under Section 6223 of the Code as amended by the Bipartisan Budget Act of 2015 (or any successor thereto) (the "2015 Act") and in any similar capacity under state, local or non-U.S. law, as applicable. The Company Representative may be removed and replaced by the Managers at any time in its sole discretion. Notwithstanding anything else to the contrary in this Agreement, the Company Representative shall apply the provisions of subchapter C of Chapter 63 of the Code, as amended by the 2015 Act (or any successor rules thereto), or similar provisions of state, local or non-U.S. tax law, with respect to any audit, imputed underpayment, other adjustment, or any such decision or action by the Internal Revenue Service (or other tax authority) with respect to the Company or the Members for such taxable years, in the manner determined by the Company Representative with the approval of the Manager.

(B) The Company Representative shall keep the Members informed of any inquiries, audits, other proceedings or tax deficiencies assessed or proposed to be assessed (of which the Company Representative is actually aware) by any taxing authority against the Company or the Members.

(C) So long as the Company satisfies the provisions of Sections 6221(b)(1)(B) through (D) of the Code, the Company Representative, with the approval of the Managers, may cause the Company to make the election set forth in Section 6221(b)(1) of the Code so that the provisions of Subchapter C of Chapter 63 of the Code shall not apply to the Company. If such election is made the Company Representative shall provide the proper notice to each Member in accordance with Section 6221(b)(1)(E).

(D) Provided the election described above is not in effect, in the case of any adjustment by the IRS in the amount of any item of income, gain, loss, deduction, or credit of the Company or any Member's distributive share thereof (the "IRS Adjustment"), the Company Representative shall respond to such IRS Adjustment in accordance with either Section 5.17(E) or Section 5.17(F).

(E) In accordance with section 6225 of the Code as enacted under the 2015 Act, the Company Representative may cause the Company to pay an imputed underpayment as calculated under section 6225(b) of the Code with respect to the IRS Adjustment, including interest and penalties (the "Imputed Tax Underpayment") in the Adjustment Year. The Company Representative shall use commercially reasonable efforts to pursue available procedures to reduce any Imputed Tax Underpayment on account of any Member's tax status. Each Member agrees to amend its U.S. federal income tax return(s) to include (or reduce) its allocable share of the Company's income (or losses) resulting from an IRS Adjustment and pay any tax due with such return as required under Section 6225(c)(2) of the Code, even if an Imputed Tax Underpayment liability of the Company or IRS Adjustment occurs after the Member's withdrawal from the Company. The Company Representative may elect at his/its sole discretion to follow and implement the Centralized Partnership Audit Regulations and thereby address any tax issues at the Company level.

(F) Alternatively, the Company Representative may elect under section 6226 of the Code as implemented under the 2015 Act to cause the Company to issue adjusted Internal Revenue Service Schedules "K-1" (or such other form as applicable) reflecting a Member's shares of any IRS Adjustment for the Adjustment Year.

(G) Each Member does hereby agree to indemnify and hold harmless the Company, Manager and Company Representative from and against any liability with respect to the Member's proportionate share of any Imputed Tax Underpayment or other IRS Adjustment resulting in liability of the Company, regardless of whether such Member is a Member in the Company in an Adjustment Year, with such proportionate share as reasonably determined by the Managers, including the Managers' reasonable discretion to consider each Member's interest in the Company in the Reviewed Year and a Member's timely provision of information necessary to reduce the amount of Imputed Tax Underpayment set forth in section 6225(c) of the Code. This obligation shall survive a Member's ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company.

(H) Each Member does hereby agree to indemnify and hold harmless the Company, the Manager and Company Representative from and against any liability with respect to the Member's proportionate share of any item of income, gain, loss, deduction, or credit of the Company or any Member's distributive share thereof reported on an adjusted Internal Revenue Service Schedule K-1 received by the Company with respect to any entity in which the Company holds an ownership interest and which results in liability of the Company, regardless of whether such Member is a Member in the Company in an Adjustment Year, with such proportionate share as reasonably determined by the Managers, including the Manager's reasonable discretion to consider each Member's interest in the Company in the Reviewed Year and a Member's timely provision of information necessary to reduce the amount of Imputed Tax Underpayment set forth in section 6225(c) of the Code. This obligation shall survive a Member's ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company.

ARTICLE 6
MEETINGS OF MANAGER

Section 6.1 Place of Meetings. So long as there is only one Manager, no notice of Meetings of the Manager shall be required and the Manager may conduct its business at any place within or without the State of Nevada that has been designated from time to time by the Manager.

Section 6.2 Action by Managers Without a Meeting. Any action required or permitted to be taken by the Manager may be taken without a meeting if the Manager shall consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Manager.

ARTICLE 7
OFFICERS

Section 7.1 General. The Manager may determine from time to time to appoint one or more individuals as officers of the Company. An officer need not be a Member or Manager of the Company, and any number of offices may be held by the same person. The Manager shall determine the nature and extent of the duties to be performed by any officer, which shall be reduced to writing. Officers may be designated from time to time by the Manager at Manager's sole discretion. Officers may include a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer and one or more Vice-Presidents and such other officers as may be designated from time to time by the Manager at Manager's sole discretion.

Section 7.2 Appointment and Removal. The officers shall be appointed by the Manager. Each officer, including an officer elected to fill a vacancy, shall hold office at the pleasure of the Manager. Any officer may be removed, with or without cause, at any time by the Manager.

Section 7.3 Employment Agreement. Each officer may be required to sign an employment agreement that may delineate the duties, obligations, authorizations, compensation, and covenants that an officer must agree to as a condition precedent appointment. Such an employment agreement may identify itself as confidential. If identified as confidential, Members will not have a right as Members to receive or inspect such an employment agreement. The duties, obligations, authorizations, and covenants arising from such an employment agreement with an officer are independent of this Agreement and may survive appointment of an officer under this Agreement.

ARTICLE 8
CAPITAL CONTRIBUTIONS

Section 8.1 Capital Contributions. Each Class C Member and Class D Member shall make a cash or services contribution to the Company's capital in the amount shown in the subscription agreement provided to a Member at the time the Membership interests are purchased. Except as provided in this Agreement, no Member may withdraw his or her Capital Contribution.

Section 8.2 Capital Accounts. The Company shall maintain for each Member a separate Capital Account in accordance with Treasury Regulations section 1.704-1(b). Upon a valid transfer of a Membership Interest in accordance with Article 9 such Member's Capital Account shall carry over to the new owner.

Section 8.3 No Interest. No Member shall be entitled to interest on its Capital Account.

Section 8.4 Additional Capital Contributions.

No Member shall be obligated to contribute additional capital to the Company in addition to the initial Capital Contribution. No Member shall be permitted or authorized to make any additional Capital Contribution without the prior approval or at the request of the Manager. Additional Capital Contributions may be necessary to accomplish the purposes and objectives of the Company. The Class C Members and Class D Members acknowledge that their Membership Interests may change (including being diluted) from time to time as a result of adding new Members to obtain additional Capital Contributions or from the voluntary funding of a Member(s)'s additional Capital Contributions. With respect to any additional Capital Contribution, the price per Membership Interest shall be the price of the relevant class of Membership Interests at the time the additional Capital Contribution is approved by the Manager, as set by the Manager from time to time.

Such Member or Members making additional Capital Contributions shall receive a Capital Account credit for each such additional Capital Contribution at the time and in the amount that such Capital Contribution is received by the Company and the related Percentage Interests shall be adjusted accordingly in the records of the Company.

In the event the Member has an obligation under this Agreement or another instrument to make an additional capital contribution, the terms of that agreement will bind the Company and the Member, including any agreements as to the Price per Share.

Section 8.5 No Withdrawal. Except as expressly provided in this Agreement, no Class C Member or Class D Member shall have the right to withdraw from the Company all or any part of his or its Capital Contribution without the written consent of the Manager.

Section 8.6 Receipt of Capital Contribution upon Dissolution. No Member shall receive any part of his or its Capital Contribution upon the dissolution of the Company until:

(A) all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them; or,

(B) the Articles of Organization or this Agreement is canceled or so amended as to permit the withdrawal or reduction of Capital Contributions by Members.

Section 8.8 Cash Only. A Member, irrespective of the nature of his or its Capital Contribution, shall only have the right to demand and receive cash in return for his or its Capital Contribution.

ARTICLE 9
CAPITAL ACCOUNTS

Section 9.1 A single Capital Account shall be established and maintained for each Member (regardless of the class of Interests owned by such Member and regardless of the time or manner in which such Interests were acquired) in accordance with the capital accounting rules of Section 704(b) of the Code, and the regulations thereunder (including without limitation Section 1.704-1(b)(2)(iv) of the Income Tax Regulations). In general, under such rules, a Member's Capital Account shall be:

(A) increased by: (i) the amount of money contributed pursuant to Article 8 by the Member to the Company (including the amount of any Company liabilities that are assumed by such Member other than in connection with distribution of Company property); and, (ii) allocations to the Member of Company income and gain (or item thereof), including income and gain exempt from tax; and

(B) decreased by (i) the amount of money distributed to the Member by the Company (including the amount of such Member's individual liabilities that are assumed by the Company other than in connection with contribution of property to the Company), (ii) allocations to the Member of expenditures of the Company not deductible in computing its taxable income and not properly chargeable to capital account, and (iii) allocations to the Member of Company loss and deduction (or item thereof).

Section 9.2 Where Section 704(c) of the Code applies to Company property or where Company property is revalued pursuant to paragraph (b)(2)(iv)(t) of Section 1.704-1 of the Income Tax Regulations, each Member's Capital Account shall be adjusted in accordance with paragraph (b)(2)(iv)(g) of Section 1.704-1 of the Income Tax Regulations as to allocations to the Members of depreciation, depletion, amortization, and gain or loss, as computed for book purposes with respect to such property.

Section 9.3 The Members shall direct the Company's accountants to make all necessary adjustments in each Member's Capital Account as required by the capital accounting rules of Section 704(b) of the Code and the regulations thereunder. Ten or more Members, acting collectively, shall notify the Manager of any non-*de minimus* adjustments such Members believe that the Members' Capital Accounts require. The Company may cure any discrepancies after an analysis at the Manager's sole discretion. After analysis of the Members' Capital Accounts, if there is a dispute, the Company and the Members shall make a good faith effort to resolve the issue. If such cannot be resolved, the Company shall hire an independent Certified Public Accountant ("CPA") to make a determination. The Company and the Member(s) agree to be bound by the independent CPA's determination.

ARTICLE 10
ALLOCATION OF PROFITS AND LOSSES; TAX AND ACCOUNTING MATTERS

Section 10.1 Allocations. Each Member's distributive share of income, gain, loss, deduction or credit (or items thereof) of the Company as shown on the annual federal income tax return prepared by the Company's accountants or as finally determined by the United States Internal Revenue Service or the courts, and as modified by the capital accounting rules of Section 704(b) of the Code and the Income Tax Regulations thereunder shall be determined as follows:

(A) Allocations. Except as otherwise provided in this Section 10.1:

(i) items of income, gain, loss, deduction or credit (or items thereof) shall be allocated among the Members in proportion to their Percentage Interests, if any, except that items of loss or deduction allocated to any Member pursuant to this Section with respect to any taxable year shall not exceed the maximum amount of such items that can be so allocated without causing such Member to have a deficit balance in his or its Capital Account at the end of such year, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations. Any such items of loss or deduction in excess of the limitation set forth in the preceding sentence shall be allocated as follows and in the following order of priority:

(a) first, to those Members who would not be subject to such limitation, in proportion to their Percentage Interests, and

(b) second, any remaining amount to the Members in the manner required by the Code and Income Tax Regulations.

(ii) Subject to the provisions of Article 8 of this Agreement, the items specified in this Section 10.1 shall be allocated to the Members as necessary to eliminate any deficit Capital Account balances.

(B) Allocations With Respect to Property. Solely for tax purposes, in determining each Member's allocable share of the taxable income or loss of the Company, depreciation, depletion, amortization and gain or loss with respect to any contributed property, or with respect to revalued property where the Company's property is revalued pursuant to paragraph (b)(2)(iv)(f) of Section 1.704-1 of the Income Tax Regulations, shall be allocated to the Members in the manner (as to revaluations, in the same manner as) provided in Section 704(c) of the Code. The allocation shall take into account, to the full extent required or permitted by the Code, the difference between the adjusted basis of the property to the Member contributing it (or, with respect to property which has been revalued, the adjusted basis of the property to the Company) and the fair market value of the property determined by the Members at the time of its contribution or revaluation, as the case may be.

(C) Minimum Gain Chargeback. Notwithstanding anything to the contrary in this Section 10.1, if there is a net decrease in Company Minimum Gain or Company Nonrecourse Debt Minimum Gain (as such terms are defined in Sections 1.704-2(b) and 1.704-2(i)(2) of the Income Tax Regulations, but substituting the term "Company" for the term "Partnership" as the context requires) during a Company taxable year, then each Member shall be allocated items of Company income and gain for such year (and, if necessary, for subsequent years) in the manner provided in Section 1.704-2 of the Income Tax Regulations. This provision is intended to be a "minimum gain chargeback" within the meaning of Sections 1.704-2(f) and 1.704-2(i)(4) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.

(D) Qualified Income Offset. Subject to the provisions of Section 10.1(C), but otherwise notwithstanding anything to the contrary in this Section 10.1, if any Member's Capital Account has a deficit balance in excess of such Member's obligation to restore his or its Capital Account balance, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations, then sufficient amounts of income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year) shall be allocated to such Member in an amount and manner sufficient to eliminate such deficit as quickly as possible. This provision is intended to be a "qualified income offset" within the meaning of Section 1.704-1(b)(2)(ii)(d) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.

(E) Depreciation Recapture. Subject to the provisions of Section 704(c) of the Code and Sections 8.2 – 8.4 of this Agreement, gain recognized (or deemed recognized under the provisions hereof) upon the sale or other disposition of Company property, which is subject to depreciation recapture, shall be allocated to the Member who was entitled to deduct such depreciation.

(F) Loans. If and to the extent any Member is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, any corresponding resulting deduction of the Company shall be allocated to the Member who is charged with the income. Subject to the provisions of Section 704(c) of the Code and Sections 10.1.(B) – 10.1(D) of this Agreement, if and to the extent the Company is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, such income shall be allocated to the Member who is entitled to any corresponding resulting deduction.

(G) Tax Credits. Tax credits shall generally be allocated according to Section 1.704-1(b)(4)(ii) of the Income Tax Regulations or as otherwise provided by law. Investment tax credits with respect to any Company property shall be allocated to the Members pro rata in accordance with the manner in which Company profits are allocated to the Members under Section 10.1(A) of this Agreement, as of the time such property is placed in service. Recapture of any investment tax credit required by Section 47 of the Code shall be allocated to the Members in the same proportion in which such investment tax credit was allocated.

(H) Change of Pro Rata Interests. Except as provided in Sections 10.1(F) and 10.1(G) of this Agreement or as otherwise required by law, if the proportionate interests of the Members of the Company are changed during any taxable year, all items to be allocated to the Members for such entire taxable year shall be prorated on the basis of the portion of such taxable year which precedes each such change and the portion of such taxable year on and after each such change according to the number of days in each such portion, and the items so allocated for each such portion shall be allocated to the Members in the manner in which such items are allocated as provided in Section 10.1(A) during each such portion of the taxable year in question.

(J) Effect of Special Allocations on Subsequent Allocations. Any special allocation of income or gain pursuant to Sections 10.1(C) or 10.1(D) hereof shall be taken into account in computing subsequent allocations of income and gain pursuant to this Section 10.1 so that the net amount of all such allocations to each Member shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of this Section 10.1 if such special allocations of income or gain under Section 10.1(C) or 10.1(D) had not occurred.

(K) Nonrecourse and Recourse Debt. Items of deduction and loss attributable to Member nonrecourse debt within the meaning of Section 1.7042(b)(4) of the Income Tax Regulations shall be allocated to the Members bearing the economic risk of loss with respect to such debt in accordance with Section 1704-2(i)(l) of the Income Tax Regulations. Items of deduction and loss attributable to recourse liabilities of the Company, within the meaning of Section 1.752-2 of the Income Tax Regulations, shall be allocated among the Members in accordance with the ratio in which the Members share the economic risk of loss for such liabilities.

(L) State and Local Items. Items of income, gain, loss, deduction, credit and tax preference for state and local income tax purposes shall be allocated to and among the Members in a manner consistent with the allocation of such items for federal income tax purposes in accordance with the foregoing provisions of this Section 10.1.

Section 10.2 Accounting Matters. The Managers shall cause to be maintained complete books and records accurately reflecting the accounts, business and transactions of the Company on a calendar-year basis and using such cash, accrual, or hybrid method of accounting as in the judgment of the Management Committee or the Members, as the case may be, is most appropriate; provided, however, that books and records with respect to the Company's Capital Accounts and allocations of income, gain, loss, deduction or credit (or item thereof) shall be kept under U.S. federal income tax accounting principles as applied to partnerships.

Section 10.3 Tax Status and Returns. Any provision the contrary notwithstanding, solely for United States federal income tax purposes, each of the Members hereby recognizes that the Company may be subject to the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.

Section 10.4 Manager shall File Tax Returns. The Manager shall prepare or cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Company with any taxing authority and shall make timely filing thereof. The Manager shall exercise commercially reasonable efforts, to prepare or cause to be prepared and delivered to each Member within ninety (90) days after the end of each calendar year a report setting forth in reasonable detail the information with respect to the Company during such calendar year reasonably required to enable each Member to prepare his or its federal, state and local income tax returns in accordance with applicable law then prevailing. Nonetheless, neither the Manager nor the Company shall be liable to any Member for failing to complete and deliver such tax information within said

ninety (90) days and each Member acknowledges that they may have to file for an extension of time to file their personal tax returns.

ARTICLE 11
DISTRIBUTIONS

Section 11.1 Distributions.

(A) Subject to the reasonably anticipated business needs and opportunities of the Company, taking into account all debts, liabilities and obligations of the Company then due, working capital and other amounts which the Manager deems necessary for the Company's business or to place into reserves for customary and usual claims with respect to such business, and subject also to any restrictions under applicable law (including, without limitation, any obligation to withhold and remit any amounts to any governmental authority), the Manager shall distribute the Distributable Cash to the Members in such amounts and at such times as determined by the Manager in its sole discretion which distributions, if made, shall be in accordance with the Preferred Allocation outlined in **Exhibit "2**." Distributions shall be begin six (6) months after funds are deployed and the Company shall strive to make quarterly payments by the fifteenth (15^{th}) day of the following month, proportional to an Investor's Percentage Interest.

(B) Without limiting the generality of Section 11.1(A), if and to the extent that the Company is earning income which will result in the Members being subject to income tax on their distributive share of the Company's income, minimum distributions shall be made to the Members in such amounts and at such times (but in no event later than March 31 each year) as shall be sufficient to enable the Members to meet United States income tax liability arising or incurred as a result of their participation in the Company. For the purposes of such distributions, it shall be assumed that the Members are taxable at combined U.S. federal individual, state and local rates of forty percent (40%). Any such distribution shall be made on a nondiscriminatory basis to all Members pro rata in accordance with their respective Percentage Interests. It is specifically recognized that in making a forty percent (40%) assumption regarding tax distributions, some Members may receive a distribution that is in excess of their actual tax liabilities, and some Members may receive a distribution that is less.

Section 11.2 Distribution upon Liquidation. Upon liquidation of the Company, distributions shall be remitted to the Members to the extent and in proportion with their aggregate Capital Contributions until the aggregate amount distributed to such Members in accordance with this Section 11.2 is sufficient to provide for a return of such Members' Capital Contributions by the Company. After all Capital Contributions have been returned to the Class C Members and Class D Members, any remaining funds shall be distributed as set forth above in Section 11.1.

Section 11.3. Form of Distributions.

(A) No Member, regardless of the nature of the Member's Capital Contribution, has any right to demand and receive any distribution from the Company in any form other than money. No Member may be compelled to accept a distribution of any asset in kind.

(B) Without limiting the generality of Section 11.3(A), the Manager may, with the consent of the Member receiving the distribution, distribute specific property or assets of the Company to one or more Members.

Section 11.4. Restriction on Distributions. No distribution shall be made if, after giving effect to the distribution the Company would not be able to pay its debts as they become due in the usual course of business.

Section 11.5 Basis of Manager Discretion. The Manager may base a determination that a distribution is not prohibited on any of the following:

(A) financial statements prepared based on accounting practices and principles that are reasonable in the circumstances;

(B) A fair valuation; or

(C) Any other method that is reasonable in the circumstances.

The effect of a distribution is to be measured as of the date the distribution is authorized if the payment is to occur within thirty (30) days after the date of authorization, or the date payment is made if it is to occur more than thirty (30) days after the date of authorization.

Section 11.6 Return of Distributions. Members and Assignees who receive distributions made in violation of the Act or this Agreement shall return such distributions to the Company. Except for those distributions made in violation of the Act or this Agreement, no Member or Assignee shall be obligated to return any distribution to the Company or pay the amount of any distribution for the account of the Company or to any creditor of the Company. The amount of any distribution returned to the Company by a Member or Assignee or paid by a Member or Assignee for the account of the Company or to a creditor of the Company shall be added to the account or accounts from which it was subtracted when it was distributed to the Member or Assignee.

Section 11.7 Withholding from Distributions. To the extent the Company is required by law to withhold or to make tax or other payments on behalf of or with respect to any Member, the Company may withhold such amounts from any distribution and make such payments as so required. For purposes of this Agreement, any such payments or withholdings shall be treated as a distribution to the Member on behalf of whom the withholding or payment was made.

Section 11.8 754 Election. In the event of a distribution of property to a Member, the death of an individual Member or a transfer of any interest in the Company permitted under the Act or this Agreement, the Company may, in the discretion of the Manager upon the written request of the transferor or transferee, file a timely election under Section 754 of the Code and the Income Tax Regulations thereunder to adjust the basis of the Company's assets under Section 734(b) or 743(b) of the Code and a corresponding election under the applicable provisions of state and local law, and the person making such request shall pay all costs incurred by the Company in connection therewith, including reasonable attorneys' and accountants' fees.

ARTICLE 12
TRANSFER OF INTERESTS; ADMISSION OF MEMBERS

Section 12.1 Transfer of Interests.

(A) No Person shall be admitted as a Member of the Company by assignment or sale of a Class C Member's Interest or Class D Member's Interest unless the Manager shall have approved the admission of such Person as a new Member in writing; such approval may withheld, conditioned or delayed in Manager's sole and

absolute discretion. At a minimum, such purchaser or assignee must execute this Agreement prior to being admitted as a Member.

(B) No Person shall be admitted to the Company as a new Member contributing new capital without the approval of the Manager. Manager approval under this section shall be presumed if the new Member is admitted through a securities offering, and the Member and Manager follow the securities offering's subscription procedures.

(C) Upon the admission of a new Member contributing new capital in accordance with the Act and this Agreement, at the discretion of the Manager, there may be a special closing of the books solely for the purpose of determining the value of the Company's assets on such date by whatever method the Manager, in their sole and absolute discretion, consider reasonable, and the Capital Accounts of the existing Members may be adjusted based upon their Percentage Interests in the determined asset value. The new Member shall pay in their Capital Contribution, the Company shall establish a Capital Account which shall be credited with the Capital Contribution of the new Member.

(D) The closing of any acquisition of any Interests hereunder shall occur at the principal office of the Company. The assignor, assignee, and Manager shall designate a closing date and time as may be agreed upon by the three parties.

(E) This Section 12.1 and the rights conferred hereunder shall not apply (a) in any merger, acquisition, sale of voting control or sale of substantially all of the Company's assets; or (b) to any Redemption, Withdrawal, or Involuntary Transfer under Article 4.

(F) Subject to the restrictions set forth in this Section 12.1, certificates evidencing interests in the Company may be transferred by a written instrument of transfer signed by the transferor and containing the name and address of the transferee satisfactory in form and substance to the Company. If there are no certificates, the Company will maintain a record of the transfer.

Section 12.2 Payment of Purchase Price. The payment of any purchase price shall be in cash.

Section 12.3 Restrictions on Transfer of the Membership Interests by Law. If there are restrictions imposed by federal or state law on the transfer of the Class B Units, the Members agree that they will refrain from engaging in such a transfer until the restriction(s) by law is lifted or no longer applies. Any such transfer while there is a restriction imposed by law will be void *ab initio*. It is the duty of the Member, not the Manager, to ensure there are no restrictions on transfer imposed by law. The Member waives any claims and indemnifies the Manager against Member's claims or the purported transferee, derived from a void transfer transaction. Manager's approval in writing pursuant to Section 12.1 has no effect on this Section 12.3's waiver and indemnification.

ARTICLE 13
ACCOUNTING, RECORDS, REPORTING TO AND BY MEMBERS

Section 13.1 Books and Records. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods followed for United States federal income tax purposes. The books and records of the Company shall reflect all the Company's transactions and shall be appropriate and adequate for the Company's business. The Company shall maintain all of the following:

(A) A current list of the full name and last known business or residence address of each Member and Assignee, together with the Capital Contributions, Capital Accounts, and Percentage Interests of each Member or Assignee;

(B) A copy of the Articles of Organization and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which the Articles of Organization or any amendments thereto have been executed;

(C) Copies of the Company's U.S. federal, state and local income tax or information returns and reports, if any, and any tax returns or reports filed by or on behalf of the Company in any other jurisdiction;

(D) A copy of this Agreement and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments thereto have been executed;

(E) Copies of the financial statements of the Company as is required by law;

(F) Copies of all Company contracts;

(G) The accounting records of the Company, including, without limitation, checks, cancelled checks, bank statements, ledgers, invoices and similar records.

Section 13.2 Delivery to Members for Inspection. Upon the request of any Member for purposes reasonably related to the interest of that Person as a Member, the Manager shall promptly deliver to the requesting Member, at the expense of the requesting Member, a copy of the information required to be maintained under Sections 13.1(A), 13.1(B), 13.1(D) and 13.1(E) and a copy of this Agreement. Any inspection or copying by a Member under this Article 13 may be made by that Person or that Person's attorney.

Section 13.3 Right to Inspect. Each Member and Manager has the right, upon reasonable request for purposes reasonably related to the interest of the Person as Member or Manager, to:

(A) inspect and copy during normal business hours any of the Company records described in Sections 13.1(A), 13.1(B), 13.1(D) and 13.1(E) of this Agreement; and,

(B) obtain from the Manager, promptly after their becoming available, a copy of the Company's U.S. federal, state and local income tax or information returns and reports and any tax returns and reports filed in any other jurisdiction for each fiscal year of the Company.

Section 13.4 Preparation of Financial Reports. The Manager shall be responsible for the preparation of financial reports of the Company and for the coordination of financial matters of the Company with the Company's accountants. Annual compiled financial statements shall be prepared that include a statement showing any item of income, gain, deduction, credit or loss allocable for U.S. federal income tax purposes pursuant to the terms of this Agreement.

Section 13.5 Filings. The Manager, at the Company's expense, shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities. The Manager, at the Company's expense, shall also cause to be prepared and timely filed, with the appropriate federal and state regulatory and administrative bodies, amendments to or restatements of, the Articles of Organization and all filings or reports required to be filed by the Company with those entities under the Act or other then-current applicable laws, rules, and regulations. The Manager's failure to file such reports/filings shall not be

deemed a breach of this Agreement if the Manager determines that not filing such reports/filings is in the interest of the Company. Such determination shall be in the sole discretion of the Manager.

Section 13.4 Bank Accounts. The Manager shall maintain the funds of the Company in one or more separate bank accounts in the name of the Company and shall not permit the funds of the Company to be commingled in any fashion with the funds of any other Person. In the event the Company is unable to obtain bank accounts, the funds of the Company may be held as determined by the Manager.

Section 13.5 Accounting Decisions and Reliance on Others. All decisions as to accounting matters, except as otherwise specifically set forth herein, shall be made by the Manager. The Manager may rely upon the advice of the Company's accountants as to whether such decisions are in accordance with accounting methods followed for U.S. federal income tax purposes or for purposes of any other jurisdiction in which the Company does business or is required to file tax returns or reports under applicable law.

ARTICLE 14
DISSOLUTION AND LIQUIDATION

Section 14.1 Dissolution. Subject to the provisions of the Act or the Articles of Organization, the Company shall be dissolved and its affairs wound up upon the first to occur of the following:

(A) At the time specified in the Articles of Organization; or

(B) Upon the sale of substantially all of the assets of the Company, as authorized by the Manager.

Upon the occurrence of any of the events of dissolution as stated in this Section 14.1 of this Agreement, the Company shall cease to engage in any further business, except to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets. The Manager shall appoint a liquidating agent who shall have sole authority and control over the winding up and liquidation of the Company's business and affairs and shall diligently pursue the winding up and liquidation of the Company. As soon as practicable after his or her appointment, the liquidating trustee shall cause to be filed a statement of intent to dissolve as required by the Act.

Section 14.2 No Distributions until the Distribution Date. During the course of liquidation, the Members shall continue to share profits and losses, but there shall be no cash distributions to the Members until the Distribution Date (as defined in Section 14.3).

Section 14.3 Liabilities. Liquidation shall continue until the Company's affairs are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the Company are satisfied or can be adequately provided for under this Agreement. When the liquidating agent has determined that there can be a final accounting, the liquidating agent shall establish a date (not to be later than the end of the taxable year of the liquidation, i.e., the time at which the Company ceases to be a going concern as provided in Section 1.704-1(b)(2)(ii)(g) of the Income Tax Regulations, or, if later, ninety (90) days after the date of such liquidation) for the distribution of the proceeds of liquidation of the Company (the "Distribution Date"). The net proceeds of liquidation of the Company shall be distributed to the Members as provided in Section 14.2 not later than the Distribution Date.

Section 14.4 Termination. Subject to the rights of Members, the affirmative vote of not less than two-thirds (2/3) of the votes cast at a quorate general meeting of all Members, voting together as a single class at meeting specifically called for such purpose, will be required in order for the Company to take action to authorize:

(i) the sales, lease or exchange of all, or substantially all, of the property or assets of the Company; or

(ii) the dissolution of the Company.

Section 14.5 Wind-Up. Upon dissolution and termination, the Manager or liquidating agent, as the case may be, shall wind up the affairs of the Company, shall sell or wind up all the Company assets as promptly as consistent with obtaining, insofar as possible, the fair value thereof after paying all liabilities, including all costs of dissolution. The proceeds from the liquidation of the assets of the Company and collection of the receivables of the Company, together with the assets distributed in kind, to the extent sufficient therefore, shall be applied and distributed in the following descending order of priority:

(A) To the payment and discharge of all of the Company's debts, liabilities, and expenses of the Company, including liquidation expenses;

(B) To the creation of any reserves which the Manager deems necessary or reasonable for any contingent of unforeseen liabilities or obligations of the Company;

(C) To the payment and discharge of all of the Company's debts and liabilities owing to Members, but if the amount available for payment is insufficient, then pro rata in proportion to the amount of the Company debts and liabilities owing to each Member; and

(D) To all the Members in the proportion of their respective positive Capital Accounts, as those accounts are determined after all adjustments to such accounts for the taxable year of the Company during which the liquidation occurs as are required by this Agreement and Income Tax Regulations § 1.704-I(b), such adjustments to be made within the time specified in such Income Tax Regulations;

(E) In accordance with Section 11.1 of this Agreement.

Section 14.6 Filings for Termination. Upon dissolution and liquidation of the Company, the liquidating agent shall cause to be executed and filed with the Secretary of State of the State of Nevada, Articles of Termination in accordance with the Act.

ARTICLE 15
INDEMNIFICATION

Section 15.1 Indemnification Proceeding Other than by Company.

(A) The Company shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that the Person is or was a Manager, Member, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a manager, member, shareholder, director, officer, partner, trustee, employee, or agent of any other Person, joint venture, trust or other enterprise, against expenses, including reasonable attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding.

(B) Section 15.1(A) indemnification shall only apply if the Person acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction,

or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and that, with respect to any criminal action or proceeding, he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 15.2 Indemnification: Proceeding by Company.

(A) The Company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in the Company's favor by reason of the fact that the Person is or was a Manager, Member, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a Manager, member, shareholder, director, officer, partner, trustee, employee, or agent of any other Person, joint venture, trust, or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by the Person in connection with the defense or settlement of the action or suit if the Person acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company.

(B) Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 15.3 Mandatory Indemnification. To the extent that a Manager, Member, officer, employee, or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding described in this Article 15, or in defense of any claim, issue or matter therein, he or she must be indemnified by the Company against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense.

Section 15.4 Authorization of Indemnification. Any indemnification under Sections 15.1 and 15.2, unless ordered by a court or advanced pursuant to Section 15.5, may be made by the Company only as authorized in the specific case upon a determination that indemnification of the Manager, Member, officer, employee, or agent is proper in the circumstances. The determination must be made by the Manager; or if the person seeking indemnity is the Manager by independent legal counsel selected by the Manager in a written opinion; or by a vote of the majority of Percentage Interests in the Company. The Manager has sole discretion which method to choose. The Manager may choose more than one method.

Section 15.5 Mandatory Advancement of Expenses. The expenses of the Manager, Members and officers incurred in defending a civil or criminal action, suit or proceeding must be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Manager, Member, or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the Company. The provisions of this Section 15.5 do not affect any rights to advancement of expenses to which personnel of the Company other than Managers, Members, or officers may be entitled under any contract or otherwise.

Section 15.6 Effect and Continuation.

The indemnification and advancement of expenses authorized in or ordered by a court pursuant to Sections 15.1 – 15.5:

(A) unless ordered by a court pursuant to Section 15.2 or for the advancement of expenses made pursuant to Section 15.5, may not be made to or on behalf of any Member, Manager or officer if a final adjudication establishes that his or her acts or omissions involved intentional misconduct, breach of fiduciary duty as limited through this Agreement, fraud, or a knowing violation of the law and was material to the cause of action.

(B) continues for a person who has ceased to be a Member, Manager, officer, employee or agent and inures to the benefit of his or her heirs, executors, and administrators.

Section 15.8 Repeal or Modification. Any repeal or modification of this Article 15 by the Members of the Company shall not adversely affect any right of a Manager, Member, officer, employee, or agent of the Company existing hereunder at the time of such repeal or modification.

ARTICLE 16
DEFAULTS AND REMEDIES

Section 16.1 Defaults. If a Member materially defaults in the performance of his or its obligations under this Agreement, and (a) such default is not cured within ten (10) days after written notice of such default is given by a Manager to the defaulting Member for a default that can be cured by the payment of money, or (b) within thirty (30) days after written notice of such default is given by a Manager for any other default. Except for claims by non-defaulting Members that cannot be waived under the Act against a defaulting Member, only the Manager may bring a claim on behalf of the Company for the default of a Member.

Section 16.2 Remedies. If a Member fails to perform his or its obligations under this Agreement, the Company shall have the right, in addition to all other rights and remedies provided herein, to bring the matter to arbitration. The award of the arbitrator in such a proceeding may include an order for specific performance by the defaulting Member of his or its obligations under this Agreement, an award for damages for payment of sums due to the Company or to one or more Members and/or may result in the defaulting Member's expulsion. Upon expulsion, a Member shall no longer have any ongoing rights, but shall be entitled to pro rata allocation and distribution of profits, if any, for the remainder of the Fiscal Year of the expulsion.

ARTICLE 17
MISCELLANEOUS

Section 17.1 Entire Agreement. This Agreement constitutes the entire agreement between the Members with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No party hereto shall be liable or bound to the other in any manner by any warranties, representations or covenants with respect to the subject matter hereof except as specifically set forth herein. This shall not apply to subscription agreements executed by Members pursuant to a securities offering.

Section 17.2 Amendments.

(A) This Agreement may be amended only by the affirmative vote of at least seventy five percent (75%) of each outstanding class of Members, except clerical or ministerial amendments that may be approved unilaterally by the Class A Member. All amendments shall be in writing. Prior to any vote on amendment, the Manager must first approve the amendment and propose the amendment to the Members.

(B) The Articles of Organization may be amended by the affirmative vote of seventy-five percent (75%) of all Members. Any such amendment shall be in writing and shall be executed and filed in accordance with the Act.

Section 17.3 No Waiver. A waiver, amendment or modification of any term or condition of this Agreement must be in writing and signed by the party against whom the waiver, amendment or modification is sought to be enforced. No waiver by any party of any breach hereunder shall be deemed a waiver of any other breach or any subsequent breach.

Section 17.4 Representation of Shares of Companies or Interests in Other Entities. The Manager is authorized to vote, represent, and exercise on behalf of this Company all rights incident to any and all shares of any other company or companies, or any interests in any other Person, in the name of this Company. The authority herein granted to said Manager to vote or represent on behalf of this Company may be exercised by the Manager in person or by any other person authorized so to do by proxy or power of attorney duly executed by said Manager.

Section 17.5 Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

Section 17.6 Severability. If any provision of this Agreement is rendered or declared illegal, invalid or unenforceable by reason of any existing or subsequently enacted legislation or by the final judgment of any court of competent jurisdiction all other provisions of this Agreement shall remain in full force and effect.

Section 17.7 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Nevada (without regard to conflicts of law principles).

Section 17.8 Choice of Venue. Any suit, legal action or proceeding involving any dispute or matter regarding, relating to or arising under this Agreement shall be brought solely in Scottsdale, Arizona. All parties hereby consent to the exercise of personal jurisdiction, and waive all objections based on improper venue and/ or *forum non conveniens*, in connection with or in relation to any such suit, legal action or proceeding.

Section 17.9 Mediation and Arbitration.

(A) Mediation. The parties agree to make a good faith effort to settle any dispute to this Agreement first through mediation administered under American Arbitration Association. In the event the parties are unable to agree on a mediator, American Arbitration Association shall appoint a mediator.

The mediation will be private and confidential. The parties and the mediator agree not to disclose or otherwise use suggestions, proposals, or offers obtained or disclosed during the mediation by any party or the mediator as evidence in any action at law or other proceeding, including a lawsuit or arbitration, unless authorized in writing by all other parties to the mediation or compelled by law. The mediator shall not transmit or otherwise disclose confidential information provided by one party to the other party unless authorized to do so by the party providing the confidential information.

The mediation shall be completed within 45 days after the mediator's retention. The parties must attend at least 2 mediation sessions before any party has the option to withdraw from the process.

(B) Arbitration. In the event mediation under Section 17.9(A) fails, any and all matters of dispute between the parties to this Agreement, whether arising from or related to the Agreement itself or arising from alleged extra-contractual facts prior to, during, or subsequent to the agreement, including, without limitation, fraud, misrepresentation, negligence, or any other alleged tort, shall be decided by arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association currently in effect and in accordance with Title 9 of the United States Code, unless the Parties expressly agree otherwise in writing. Notice of the demand for arbitration must be provided, in writing, to the other Party and must be made within twenty one (21) days after the dispute has arisen, time is of the essence. All statutes of limitation, which would otherwise be applicable in a judicial action brought by a Party, will apply to any arbitration or reference proceeding hereunder. The arbitration will be decided by a panel of three (3) arbitrators selected under the Commercial Arbitration Rules of the American Arbitration Association. Arbitration will be initiated and conducted in Clark County, Nevada. Said arbitration will occur within thirty (30) consecutive days after the Party demanding arbitration delivers the written demand on the other Party, unless the Parties mutually agree otherwise in writing. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of Nevada. The award rendered by the arbitrators will be in writing with written findings of fact and shall be final and binding on all Parties, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the Parties, no arbitration arising out of or relating to this Agreement or the parties' dealings may include, by consolidation, joinder or in any other manner, any person or entity not a Party to the Agreement under which such arbitration arises. The arbitration agreement herein among the Parties will be specifically enforceable under applicable law in any court having jurisdiction thereof. Neither Party will appeal such award nor seek review, modification, or vacation of such award in any court or regulatory agency.

The arbitrators will award to the prevailing Party, if any, as determined by the arbitrators, all of its Costs and Fees. "Costs and Fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses (such as copying and telephone), court costs, witness fees and attorneys' fees. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.

Section 17.10 Payment of Legal Fees and Costs. In the event that a Member initiates or asserts any suit, legal action, claim, counterclaim or proceeding regarding, relating to or arising under this Agreement, the Units, or the Company, including claims under the U.S. federal or state securities laws; and (ii) does not, in a judgment on the merits, substantially achieve, in substance and amount, the full remedy sought or the equivalent is reached in settlement, then the Member shall be obligated to reimburse the Company and any parties indemnified by the Company for any and all fees, costs and expenses of every kind and description (including, but not limited to, all reasonable attorneys' fees, the costs of investigating a claim and other litigation expenses) that the Company and any parties indemnified by the Company may incur in connection with such Claim.

17.11 Notices. All notices, requests, demands and other communications given under or by reason of this Agreement shall be in writing and shall be deemed given (i) upon delivery when delivered in person, (ii) as of 2:00 p.m. on the day after being delivered to a nationally recognized overnight courier; (iii) upon transmission thereof and receipt of the appropriate answerback when delivered by facsimile transmission or by email; or (v) 72 hours after being placed in a depository of the United States mails when delivered by certified mail (return receipt requested), postage prepaid, addressed as follows (or to such other address as a party may specify by notice pursuant to this provision):

(a) If to the Company:
10869 N. Scottsdale Rd Suite 103 #150

Scottsdale, AZ 85254

OR

contact@quantumspacefund.com

(b) if to the Member, to the address and contact information provided by the Member to the Company from time to time. Each Member has the affirmative duty to inform the Company of any address and other contact information changes by October 1 of every year.

Section 17.12 Titles and Subtitles. The titles of the sections and paragraphs of this Agreement are for convenience only and are not to be considered in construing this Agreement.

Section 17.13 Currency. Unless otherwise specified, all currency amounts in this Agreement refer to the lawful currency of the United States of America.

Section 17.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when there exist copies hereof which, when taken together, bear the authorized signatures of each of the parties hereto.

Section 17.15 Preparation of Agreement. This Agreement has been prepared by Red Rock Securities Law Inc. an Arizona law firm (the "Law Firm"), counsel for the Company in the course of its representation of it, and:

(A) The Members have been advised to seek independent counsel or have had the opportunity to seek such representation;

(B) The Law Firm has not given any advice or made any representations to the members with respect to the tax consequences of this Agreement;

(C) The Members have been advised that the terms and provisions of this Agreement may have tax consequences and the Members have been advised by the Law Firm to seek independent counsel with respect thereto; and,

(D) The Members have been represented by independent counsel or have had the opportunity to seek such representation with respect to the tax consequences of this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, QUANTUM SPACE FUND, LLC, through its Manager and Class B Member hereby execute this Operating Agreement effective as of September 25, 2025.

QUANTUM SPACE FUND, LLC,
a Nevada limited liability company

Manager, Quantum Space GP Holdings, LLC

BY: _____
Lucas Entler, Founder and Principal
Manager of Quantum Space GP Holdings, LLC

Class B Member:

BY:_____
Lucas Entler, Founder and Principal
Quantum Space Founders Club, LLC

EXHIBIT "1"

Quantum Space Fund, LLC Operating Agreement

Schedule A

List of Members

Name	Address	Class	Amount	Capital Account
Quantum Space GP Holdings, LLC	10869 Scottsdale Rd Suite 103 #150, Scottsdale, AZ 85254	A	1,000	$1,000
Quantum Space Founders Club, LLC	10869 Scottsdale Rd Suite 103 #150, Scottsdale, AZ 85254	B	1,000	$1,000

Name	Address	Class C	Amount	Capital Account
TOTAL		**1,500,000**		

Name	Address	Class D	Amount	Capital Account
TOTAL		**2,000,000**		

EXHIBIT "2"

Operating Agreement for Quantum Space Fund, LLC

EXHIBIT 2

FORM OF JOINDER AGREEMENT

Reference is hereby made to the Operating Agreement, dated September [__], 2025 as amended from time to time (the "Operating Agreement"), between Quantum Space Fund, LLC, a Nevada limited liability company (the "Company"), Quantum Space GP Holdings, LLC, a Nevada limited liability company, its Manager and Class A Member, and Quantum Space Founders Club, LLC, a Class B Member. Pursuant to and in accordance with the Operating Agreement, the undersigned hereby acknowledges that it has received and reviewed a complete copy of the Operating Agreement and agrees that upon execution of this Joinder, such Person shall become a party to the Operating Agreement and shall be fully bound by, and subject to, all of the covenants, terms, and conditions of the Operating Agreement as though an original party thereto and, subject to the consent of the Manager, shall be deemed, and is hereby admitted as, a Member for all purposes thereof and shall be entitled to all the rights incidental thereto, and shall hold the status of a Class C Member or Class D Member, as applicable.

Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of [DATE].

[NEW MEMBER]

By_____

Name:

Title:

EXHIBIT "3"

Preferred Allocations and Distributions

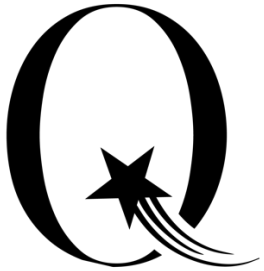
Preferred Allocations and Distributions from Distributable Cash

All distributions, if any, made to Class C and Class D Members will be from Distributable Cash and in amounts and at times that are at the sole discretion of Manager.

Distributable Cash determined by the Manager to be distributed to Members shall be allocated and distributed as follows:

- First, one hundred percent (100%) of Distributable Cash shall be paid to Class C Members and Class D Members until they receive an amount equal to a prorated, non-compounded per annum internal rate of return of ten percent (10%) on their respective Capital Contribution (the "Class C Preferred Return" and "Class D Preferred Return").
- Second, after the Class C Members have received their Class C Preferred Return and Class D Members have received their Class D Preferred Return for the specific year in its totality, fifty percent (50%) of Distributable Cash shall be paid to the Class C Members as a return of Capital Contributions and fifty percent (50%) of Distributable Cash shall be paid to the Class D Members as a return of Capital Contributions.
- Lastly, after all Capital Contributions are returned to Class C Members and to Class D Members through Distributable Cash and their respective Unrecovered Capital Contribution account balances are zero, Class A Members will receive ten percent (10%) of, Class B Members will receive ten percent (10%) of, Class C Members will receive forty percent (40%) of and the Class D Members will receive forty percent (40%) of any further Distributable Cash for the remaining life of the Company payable in amounts and at times that are at the sole discretion of Manager.

EXHIBIT C: FINANCIALS



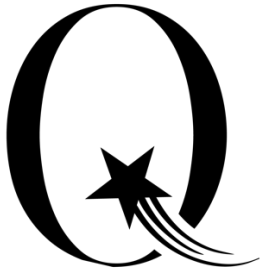
QUANTUM SPACE FUND, LLC
ATTN: LUCAS ENTLER
10869 SCOTTSDALE RD.
SUITE 103 #150
SCOTTSDALE, AZ 85154

PHONE: (424) 281-8626

Quantum Space Fund, LLC
Balance Sheet
As of Sep 30, 2025

ASSETS		
Current Assets		
Cash	$	2,000
Member receivables		2,000
TOTAL ASSETS	$	4,000
LIABILITIES AND MEMBER'S EQUITY		
Current Liabilities		
Total Current Liabilities	$	-
Long Term Liabilities		
Intercompany loan agreement		33,000
TOTAL LIABILITIES	$	33,000
Members' Equity		
Class A Units	$	1,000
Class B Units		1,000
Members' Equity		(31,000)
TOTAL MEMBERS' EQUITY		(29,000)
TOTAL LIABILITIES AND MEMBERS' EQUITY	$	4,000

EXHIBIT D: SUBSCRIPTION AGREEMENT



QUANTUM SPACE FUND, LLC
ATTN: LUCAS ENTLER
10869 SCOTTSDALE RD.
SUITE 103 #150
SCOTTSDALE, AZ 85154

PHONE: (424) 281-8626

THE SECURITIES DESCRIBED IN THIS SUBSCRIPTION AGREEMENT HAVE NOT BEEN REGISTERED WITH OR APPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "COMMISSION"), NOR HAS THE COMMISSION OR ANY APPLICABLE STATE OR OTHER JURISDICTION'S SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. NONE OF THE SECURITIES MAY BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THE TRANSACTION EFFECTING SUCH DISPOSITION IS REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR AN EXEMPTION THEREFROM IS AVAILABLE AND THE COMPANY RECEIVES AN OPINION OF COUNSEL ACCEPTABLE TO IT THAT SUCH REGISTRATION IS NOT REQUIRED PURSUANT TO SUCH EXEMPTION.

SUBSCRIPTION AGREEMENT

To the undersigned Investor, please review and execute the following:

This Subscription Agreement (the "**Subscription Agreement**") is made as of the date set forth below by and between the undersigned (the "**Investor**") and the Company and is intended to set forth certain representations, covenants and agreements between Investor and the Company with respect to the offering (the "**Offering**") as described in the Company's Private Placement Memorandum.

Quantum Space Fund, LLC, ("Quantum Space") a Nevada limited liability company (the "Company"), desires to sell TWO MILLION (2,000,000) Class D Units of the Company's LLC Membership Interests (the "Class D Units") for a Rule 506(c) Regulation D Offering of $100,000,000.00 (the "Maximum Offering Amount"). The Company agrees to sell such Class D Units to Investor at a minimum purchase of 1,000 (One Thousand) Class D Units for $50,000.00 (Fifty Thousand Dollars) [Fifty Dollars ($50.00) per Class D Unit] for the total amount set forth on the Subscription Agreement Signature Page (the "**Purchase Price**"), subject to the Company's right to sell to Investor such lesser number of Class D Units as the Company may, in its sole discretion, deem necessary or desirable.

Subscription Agreement (the "Agreement").

The Company hereby agrees with you (in the case of a subscription for the account of one or more trusts or other entities, "you" or "your" shall refer to the trustee, fiduciary or representative making the investment decision and executing this Agreement, or the trust or other entity, or both, as appropriate) as follows:

1) Sale and Purchase of Membership Interests (the "Membership Interests"). The Company has been formed under the laws of the State of Nevada and is governed by an operating agreement, as the same may be modified in accordance with the terms of any amendment thereto (the "**Operating Agreement**"). The Company is managed by Quantum Space GP Holdings, LLC, a Nevada limited liability company (the "**Manager**"). Capitalized terms used herein without definition have the meanings set forth in the Private Placement Memorandum and Operating Agreement.

Subject to the terms and conditions of this Agreement and in reliance upon the representations and warranties of the respective parties contained herein:

- the Company agrees to sell to you, and you irrevocably subscribe for and agree to purchase from the Company, an equity interest as a Membership Interest holder (a "**Member**") in the Company; and

- the Company agrees that you shall be registered as a Member, upon the terms and conditions, and in consideration of your agreement to be bound by the terms and provisions of the Operating Agreement and

this Agreement, with an investment amount equal to the amount set forth opposite your signature at the end of this Agreement (the "**Investment**").

Subject to the terms and conditions hereof and of the Operating Agreement, your obligation to subscribe and pay for your Membership Interests shall be complete and binding upon the execution and delivery of this Agreement.

2) Other Subscriptions. The Company may enter into separate but substantially identical subscription agreements (the "**Other Subscription Agreements**" and, together with this Agreement, the "Subscription Agreements") with other investors (the "**Other Investors**"), providing for the sale to the Other Investors of Membership Interests and the registration of the Other Investors as Members. This Agreement and the Other Subscription Agreements are separate agreements, and the sales of Membership Interests to you and the Other Investors are to be separate sales.

3) Closing. The closing (the "**Closing**") of the sale to you and your subscription for and purchase by you of the Membership Interests, and your registration as a Member shall take place at the discretion of the Company. At the Closing, and upon satisfaction of the conditions set out in this Agreement, the Company will list you as a Member in the Company's Membership Interest Register Book.

4) Conditions Precedent to Your Obligations.

a) The Conditions Precedent. Your obligation to subscribe for your Membership Interests and be registered as a Member at the Closing is subject to the fulfillment (or waiver by you), prior to or at the time of the Closing, of the following conditions:

i) Operating Agreement. The Operating Agreement shall have been duly authorized, executed and delivered by the Company. Each Other Investor that is to be registered as a Member as of the Closing shall have duly authorized, executed and delivered a counterpart of the Operating Agreement or authorized its execution and delivery on its behalf. The Operating Agreement shall be in full force and effect.

ii) Representations and Warranties. The representations and warranties by the Company contained in this Agreement shall be true and correct in all material respects when made and at the time of the Closing, except as affected by the consummation of the transactions contemplated by this Agreement or the Operating Agreement.

iii) Performance. The Company shall have duly performed and complied in all material respects with all agreements and conditions contained in this Agreement required to be performed or complied with by it prior to or at the Closing.

iv) Legal Investment. On the Closing Date your subscription hereunder shall be permitted by the laws and regulations applicable to you.

b) Nonfulfillment of Conditions. If at the Closing any of the conditions specified shall not have been fulfilled, you shall, at your election, be relieved of all further obligations under this Agreement and the Operating Agreement, without thereby waiving any other rights you may have by reason of such nonfulfillment. If you elect to be relieved of your obligations under this Agreement pursuant to the foregoing sentence, the Operating Agreement shall be null and void as to you and the power of attorney contained herein shall be used only to carry out and effect the actions required by this sentence, and the Company shall take, or cause to be taken, all steps necessary to nullify the Operating Agreement as to you.

5) Conditions Precedent to the Company's Obligations.

a) The Conditions Precedent. The obligations of the Company to issue to you the Membership Interests and to register you as a Member at the Closing shall be subject to the fulfillment (or waiver by the Company) prior to or at the time of the Closing, of the following conditions:

i) Operating Agreement. Any filing with respect to the formation of the Company required by the laws of the State of Nevada shall have been duly filed in such place or places as are required by such laws. A counterpart of the Operating Agreement shall have been duly authorized, executed and delivered by or on behalf of you and each of such Other Investors. The Operating Agreement shall be in full force and effect.

ii) Representations and Warranties. The representations and warranties made by you shall be true and correct when made and at the time of the Closing.

iii) Performance. You shall have duly performed and complied with all agreements and conditions contained in this Agreement required to be performed or complied with by you prior to or at the time of the Closing.

b) Nonfulfillment of Conditions. If at the Closing any of the conditions specified shall not have been fulfilled, the Company shall, at the Manager's election, be relieved of all further obligations under this Agreement and the Operating Agreement, without thereby waiving any other rights it may have by reason of such nonfulfillment. If the Manager elects for the Company to be relieved of its obligations under this Agreement pursuant to the foregoing sentence, the Operating Agreement shall be null and void as to you and the power of attorney contained herein shall be used only to carry out and effect the actions required by this sentence, and the Company shall take, or cause to be taken, all steps necessary to nullify the Operating Agreement as to you.

6) Representations and Warranties of the Company.

a) The Representations and Warranties. The Company represents and warrants that:

i) Formation and Standing. The Company is duly formed and validly existing as a limited liability company under the laws of the State of Nevada and, subject to applicable law, has all requisite power and authority to carry on its business as now conducted and as proposed to be conducted as described in the Private Placement Memorandum relating to the private offering of Membership Interests by the Company (together with any amendments and supplements thereto, the "**Private Placement Memorandum**"). The Manager has all requisite company power and authority to act as management of the Company and to carry out the terms of this Agreement and the Operating Agreement applicable to it.

ii) Authorization of Agreement. The execution and delivery of this Agreement has been authorized by all necessary action on behalf of the Company and this Agreement is a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms. The execution and delivery by the Manager of the Operating Agreement has been authorized by all necessary action on behalf of the Manager and the Operating Agreement are legal and valid.

iii) Compliance with Laws and Other Instruments. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in any violation of or default under any provision of the Operating Agreement, or any agreement or other instrument to which the Company is a party or by which it or any of its properties is bound, or any permit, franchise, judgment, decree, statute, order, rule or regulation applicable to the Company or its business or properties. The execution and delivery of the Operating Agreement and the consummation of the transactions contemplated thereby will not conflict with or result in any violation of or default under any provision of the Operating Agreement, or any agreement or instrument to which the Company is a party or by which

it or any of its properties is bound, or any permit, franchise, judgment, decree, statute, order, rule or regulation applicable to the Manager or its businesses or properties.

iv) Offer of Membership Interests. Neither the Company nor anyone acting on its behalf has taken any action that would subject the issuance and sale of the Membership Interests to the registration requirements of the Securities Act of 1933, as amended (the "**Securities Act**").

v) Investment Company Act. The Company is not required to register as an "investment company" under the Investment Company Act of 1940, as amended (the "**Investment Company Act**"). The Manager is not required to register as an "investment adviser" under the Investment Advisers Act of 1940, as amended (the "**Advisers Act**").

vi) Company Litigation. Prior to the date hereof, there is no action, proceeding or investigation pending or, to the knowledge of the Manager or the Company, threatened against the Company.

vii) Disclosure. The Private Placement Memorandum, when read in conjunction with this Agreement and the Operating Agreement, does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

b) Survival of Representations and Warranties. All representations and warranties made by the Company shall survive the execution and delivery of this Agreement, any investigation at any time made by you or on your behalf and the issue and sale of Membership Interests.

7) Representations and Warranties of the Investor.

a) The Representations and Warranties. You represent and warrant to the Manager, the Company and each other Person that is, or in the future becomes, a Member that each of the following statements is true and correct as of the Closing Date:

i) Accuracy of Information. All of the information provided by you to the Company and the Manager is true, correct and complete in all respects. Any other information you have provided to the Manager or the Company about you is correct and complete as of the date of this Agreement and at the time of Closing.

ii) Private Placement Memorandum; Advice. You have either consulted your own investment adviser, attorney or accountant about the investment and proposed purchase of the Membership Interests and its suitability to you, or chosen not to do so, despite the recommendation of that course of action by the Manager and Company. Any special acknowledgment set forth below with respect to any statement contained in the Private Placement Memorandum shall not be deemed to limit the generality of this representation and warranty.

(1) You have received a copy of the Private Placement Memorandum and the form of the Operating Agreement and you understand the risks of, and other considerations relating to, a purchase of Membership Interests, including the risks set forth under the caption "**Risk Factors**" in the Private Placement Memorandum. You have been given access to, and prior to the execution of this Agreement you were provided with an opportunity to ask questions of, and receive answers from, the Manager concerning the terms and conditions of the offering of Membership Interests, and to obtain any other information which you and your investment representative and professional advisors requested with respect to the Company and your investment in the Company in order to evaluate your investment and verify the accuracy of all information furnished to you regarding the Company. All such questions, if

asked, were answered satisfactorily and all information or documents provided were found to be satisfactory.

iii) Investment Representation and Warranty. You are acquiring your Membership Interests for your own account or for one or more separate accounts maintained by you or for the account of one or more pension or trust funds of which you are trustee as to which you are the sole qualified professional asset manager within the meaning of Prohibited Transaction Exemption 84-14 (a "**QPAM**") for the assets being contributed hereunder, in each case not with a view to or for sale in connection with any distribution of all or any part of such Interest. You hereby agree that you will not, directly or indirectly, assign, transfer, offer, sell, pledge, hypothecate or otherwise dispose of all or any part of Membership Interests (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of all or any part of the Membership Interests) except in accordance with the registration provisions of the Securities Act or an exemption from such registration provisions, with any applicable state or other securities laws, and with the terms of the Operating Agreement. If you are purchasing for the account of one or more pension or trust funds, you represent that (except to the extent you have otherwise advised the Company in writing prior to the date hereof) you are acting as sole trustee or sole QPAM for the assets being contributed hereunder and have sole investment discretion with respect to the acquisition of the Membership Interests to be purchased by you pursuant to this Agreement, and the determination and decision on your behalf to purchase such Membership Interests for such pension or trust funds is being made by the same individual or group of individuals who customarily pass on such investments, so that your decision as to purchases for all such funds is the result of such study and conclusion.

iv) Representation of Investment Experience and Ability to Bear Risk. You (i) are knowledgeable and experienced with respect to the financial, tax and business aspects of the ownership of the Membership Interests and of the business contemplated by the Company and are capable of evaluating the risks and merits of purchasing the Membership Interests and, in making a decision to proceed with this investment, have not relied upon any representations, warranties or agreements, other than those set forth in this Agreement, the Private Placement Memorandum and the Operating Agreement, if any; and (ii) can bear the economic risk of an investment in the Company for an indefinite period of time, and can afford to suffer the complete loss thereof.

v) Accredited Investor. You are an "Accredited" investor within the meaning of Section 501 of Regulation D promulgated under the Securities Act.

vi) No Investment Company Issues. If you are an entity, (i) you were not formed, and are not being utilized, primarily for the purpose of making an investment in the Company and (ii) either (A) all of your outstanding securities (other than short-term paper) are beneficially owned by one Person, (B) you are not an investment company under the Investment Company Act or a "private investment company" that avoids registration and regulation under the Investment Company Act based on the exclusion provided by Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act, or (C) you have delivered to the Manager a representation and covenant as to certain matters under the Investment Company Act satisfactory to the Manager.

vii) Certain ERISA Matters. You represent that:

(1) except as described in a letter to the Manager dated at least five (5) days prior to the date hereof, no part of the funds used by you to acquire the Membership Interests constitutes assets of any "employee benefit plan" within the meaning of Section 3(3) of ERISA, either directly or indirectly through one or more entities whose underlying assets include plan assets by reason of a plan's investment in such entities (including insurance company separate accounts, insurance company general accounts or bank collective investment funds, in which any such employee benefit plan (or its related trust) has any interest); or

(2) if Membership Interests is being acquired by or on behalf of any such plan (any such purchaser being referred to herein as an "**ERISA Member**"), (A) such acquisition has been duly authorized in accordance with the governing holding of the Membership Interests do not and will not constitute a "non-exempt prohibited transaction" within the meaning of Section 406 of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended (i.e., a transaction that is not subject to an exemption contained in ERISA or in the rules and regulations adopted by the U.S. Department of Labor (the "**DOL**") thereunder). The foregoing representation shall be based on a list of the Other Investors to be provided by the Manager to each ERISA Member prior to the Closing. You acknowledge that the Manager of the Company, is not registered as an "investment adviser" under the Investment Advisers Act and that as a Member you will have no right to withdraw from the Company except as specifically provided in the Operating Agreement. If, in the good faith judgment of the Manager, the assets of the Company would be "plan assets" (as defined in DOL Reg. § 2510.3-101 promulgated under ERISA, as it may be amended from time to time) of an employee benefit plan (assuming that the Company conducts its business in accordance with the terms and conditions of the Operating Agreement and as described in the Private Placement Memorandum), then the Company and each ERISA Member will use their respective best efforts to take appropriate steps to avoid the Manager's becoming a "fiduciary" (as defined in ERISA) as a result of the operation of such regulations. These steps may include (x) selling your Interest (if you are an ERISA Member) to a third party which is not an employee benefit plan, or (y) making any appropriate applications to the DOL, but the Manager shall not be required to register as an "investment adviser" under the Advisers Act.

(a) If you are an ERISA Member, you further understand, agree and acknowledge that your allocable Membership Interest of income from the Company may constitute "unrelated business taxable income" ("**UBTI**") within the meaning of section 512(a) of the Code and be subject to the tax imposed by section 511(a)(1) of the Code. You further understand, agree and acknowledge that the Company neither makes nor has made any representation to it as to the character of items of income (as UBTI or otherwise) allocated (or to be allocated) to its Member (including ERISA Members) for federal, state, or local income tax purposes. You (prior to becoming a Member of the Company) have had the opportunity to consider and discuss the effect of your receipt of UBTI with independent tax counsel of your choosing, and upon becoming a Member of the Company voluntarily assume the income tax and other consequences resulting from the treatment of any item of the Company's income allocated to you as UBTI. The Company shall not be restricted or limited in any way, or to any degree, from engaging in any business, trade, loan, or investment that generates or results in the allocation of UBTI to you or any other ERISA Member, nor shall the Company have any duty or obligation not to allocate UBTI to you or any other ERISA Member. You hereby release the Company and all of its other Members from any and all claims, damages, liability, losses, or taxes resulting from the allocation to you by the Company of UBTI.

viii) Suitability. You have evaluated the risks involved in investing in the Membership Interests and have determined that the Membership Interests is a suitable investment for you. Specifically, the aggregate amount of the investments you have in, and your commitments to, all similar investments that are illiquid is reasonable in relation to your net worth, both before and after the subscription for and purchase of the Membership Interests pursuant to this Agreement.

ix) Transfers and Transferability. You understand and acknowledge that the Membership Interests have not been registered under the Securities Act or any state securities laws and are being offered and sold in reliance upon exemptions provided in the Securities Act and state securities laws for transactions not involving any public offering and, therefore, cannot be resold or transferred unless they are subsequently registered under the Securities Act and such applicable state securities laws or unless an exemption from such registration is available. You also understand that the Company does not have any obligation or intention to register the Membership Interests for sale under the Securities Act, any state

securities laws or of supplying the information which may be necessary to enable you to sell the Membership Interests; and that you have no right to require the registration of the Membership Interests under the Securities Act, any state securities laws or other applicable securities regulations. You also understand that sales or transfers of Membership Interests are further restricted by the provisions of the Operating Agreement.

(1) You represent and warrant further that you have no contract, understanding, agreement or arrangement with any person to sell or transfer or pledge to such person or anyone else any of the Membership Interests for which you hereby subscribe (in whole or in part); and you represent and warrant that you have no present plans to enter into any such contract, undertaking, agreement or arrangement.

(2) You understand that the Membership Interests cannot be sold or transferred without the prior written consent of the Manager, which consent may be withheld in its sole and absolute discretion and which consent will be withheld if any such transfer could cause the Company to become subject to regulation under federal law as an investment company or would subject the Company to adverse tax consequences.

(3) You understand that there is no public market for the Membership Interests; any disposition of the Membership Interests may result in unfavorable tax consequences to you.

(4) You are aware and acknowledge that, because of the substantial restrictions on the transferability of the Membership Interests, it may not be possible for you to liquidate your investment in the Company readily, even in the case of an emergency.

x) Residence. You maintain your domicile at the address shown in the signature page of this Subscription Agreement and you are not merely transient or temporarily resident there.

xi) Publicly-Traded Company. By the purchase of the Membership Interests in the Company, you represent to the Manager and the Company that (i) you have neither acquired nor will you transfer or assign any Membership Interests you purchase (or any interest therein) or cause any such Membership Interests (or any interest therein) to be marketed on or through an "established securities market" or a "secondary market" (or the substantial equivalent thereof) within the meaning of Section 7704(b)(1) of the Code, including, without limitation, an over the-counter-market or an interdealer quotation, system that regularly disseminates firm buy or sell quotations; and (ii) you either (A) are not, and will not become, a partnership, Subchapter S corporation, or grantor trust for U.S. Federal income tax purposes, or (B) are such an entity, but none of the direct or indirect beneficial owners of any of the Membership Interests in such entity have allowed or caused, or will allow or cause, 80 percent or more (or such other percentage as the Manager may establish) of the value of such Membership Interests to be attributed to your ownership of Membership Interests in the Company. Further, you agree that if you determine to transfer or assign any of your Membership Interests pursuant to the provisions of the Operating Agreement you will cause your proposed transferee to agree to the transfer restrictions set forth therein and to make the representations set forth in (i) and (ii) above.

xii) Awareness of Risks; Taxes. You represent and warrant that you are aware (i) that the Company has limited operating history; (ii) that the Membership Interests involve a substantial degree of risk of loss of its entire investment and that there is no assurance of any income from your investment; and (iii) that any federal and/or state income tax benefits which may be available to you may be lost through the adoption of new laws or regulations, to changes to existing laws and regulations and to changes in the interpretation of existing laws and regulations. You further represent that you are relying solely on your own conclusions or the advice of your own counsel or investment representative with respect to tax aspects of any investment in the Company.

xiii) Capacity to Contract. If you are an individual, you represent that you are over 21 years of age and have the capacity to execute, deliver and perform this Subscription Agreement and the Operating Agreement. If you are not an individual, you represent and warrant that you are a corporation, partnership, association, joint stock company, trust or unincorporated organization, and were not formed for the specific purpose of acquiring the Membership Interests.

xiv) Power, Authority; Valid Agreement. (i) You have all requisite power and authority to execute, deliver and perform your obligations under this Agreement and the Operating Agreement and to subscribe for and purchase or otherwise acquire your Membership Interests; (ii) your execution of this Agreement and the Operating Agreement has been authorized by all necessary corporate or other action on your behalf; and (iii) this Agreement and the Operating Agreement are each valid, binding and enforceable against you in accordance with their respective terms.

xv) No Conflict: No Violation. The execution and delivery of this Agreement and the Operating Agreement by you and the performance of your duties and obligations hereunder and thereunder (i) do not and will not result in a breach of any of the terms, conditions or provisions of, or constitute a default under (A) any charter, Operating Agreement, trust agreement, partnership agreement or other governing instrument applicable to you, (B) (1) any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness, or any lease or other agreement or understanding, or (2) any license, permit, franchise or certificate, in either case to which you or any of your Affiliates is a party or by which you or any of them is bound or to which your or any of their properties are subject; (ii) do not require any authorization or approval under or pursuant to any of the foregoing; or (iii) do not violate any statute, regulation, law, order, writ, injunction or decree to which you or any of your Affiliates is subject.

xvi) No Default. You are not (i) in default (nor has any event occurred which with notice, lapse of time, or both, would constitute a default) in the performance of any obligation, agreement or condition contained in (A) this Agreement or the Operating Agreement, (B) any provision of any charter, Operating Agreement, trust agreement, partnership agreement or other governing instrument applicable to you, (C) (1) any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness or any lease or other agreement or understanding, or (2) any license, permit, franchise or certificate, in either case to which you or any of your Affiliates is a party or by which you or any of them is bound or to which your or any of their properties are subject, or (ii) in violation of any statute, regulation, law, order, writ, injunction, judgment or decree applicable to you or any of your Affiliates.

xvii) No Litigation. There is no litigation, investigation or other proceeding pending or, to your knowledge, threatened against you or any of your Affiliates which, if adversely determined, would adversely affect your business or financial condition or your ability to perform your obligations under this Agreement or the Operating Agreement.

xviii) Consents. No consent, approval or authorization of, or filing, registration or qualification with, any court or Governmental Authority on your part is required for the execution and delivery of this Agreement or the Operating Agreement by you or the performance of your obligations and duties hereunder or thereunder.

b) Survival of Representations and Warranties. All representations and warranties made by you in Section 7 of this Agreement shall survive the execution and delivery of this Agreement, as well as any investigation at any time made by or on behalf of the Company and the issue and sale of the Membership Interests.

c) Reliance. You acknowledge that your representations, warranties, acknowledgments and agreements in this Agreement will be relied upon by the Company in determining your suitability as a purchaser of the Membership Interests.

d) Further Assurances. You agree to provide, if requested, any additional information that may be requested or required to determine your eligibility to purchase the Membership Interests.

e) Indemnification. You hereby agree to indemnify the Company and any Affiliates and to hold each of them harmless from and against any loss, damage, liability, cost or expense, including reasonable attorney's fees (collectively, a "Loss") due to or arising out of a breach or representation, warranty or agreement by you, whether contained in this Subscription Agreement (including the Suitability Statements) or any other document provided by you to the Company in connection with your investment in the Membership Interests. You hereby agree to indemnify the Company and any Affiliates and to hold them harmless against all Loss arising out of the sale or distribution of the Membership Interests by you in violation of the Securities Act or other applicable law or any misrepresentation or breach by you with respect to the matters set forth in this Agreement. In addition, you agree to indemnify the Company and any Affiliates and to hold such Persons harmless from and against, any and all Loss, to which they may be put or which they may reasonably incur or sustain by reason of or in connection with any misrepresentation made by you with respect to the matters about which representations and warranties are required by the terms of this Agreement, or any breach of any such warranty or any failure to fulfill any covenants or agreements set forth herein or included in and as defined in the Private Placement Memorandum. Notwithstanding any provision of this Agreement, you do not waive any right granted to you under any applicable state securities law.

8) Certain Agreements and Acknowledgments of the Investor.

a) Agreements. You understand, agree and acknowledge that:

i) Acceptance. Your subscription for the Membership Interests contained in this Agreement may be accepted or rejected, in whole or in part, by the Manager in its sole and absolute discretion. No subscription shall be accepted or deemed to be accepted until you have been registered as a Member in the Company on the Closing Date; such admission shall be deemed an acceptance of this Agreement by the Company and the Manager for all purposes.

ii) Irrevocability. Except as provided and under applicable state securities laws, this subscription is and shall be irrevocable, except that you shall have no obligations hereunder if this subscription is rejected for any reason, or if this offering is canceled for any reason.

iii) No Recommendation. No foreign, federal, or state authority has made a finding or determination as to the fairness for investment of the Membership Interests and no foreign, federal or state authority has recommended or endorsed or will recommend or endorse this offering.

iv) No Disposal. You will not, directly or indirectly, assign, transfer, offer, sell, pledge, hypothecate or otherwise dispose of all or any part of your Membership Interests (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of all or any part of the Membership Interests) except in accordance with the registration provisions of the Securities Act or an exemption from such registration provisions, with any applicable state or other securities laws and with the terms of the Operating Agreement.

v) Update Information. If there should be any change in the information provided by you to the Company or the Manager (whether pursuant to this Agreement or otherwise) prior to your purchase of any Membership Interests, you will immediately furnish such revised or corrected information to the Company.

9) General Contractual Matters.

a) Amendments and Waivers. This Agreement may be amended and the observance of any provision hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of you and the Company.

b) Assignment. You agree that neither this Agreement nor any rights, which may accrue to you hereunder, may be transferred or assigned.

c) Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to any party when delivered by hand, when delivered by facsimile, or when mailed, first class postage prepaid, (a) if to you, to you at the address or telecopy number set forth below your signature, or to such other address or telecopy number as you shall have furnished to the Company in writing, and (b) if to the Company, to Quantum Space Fund, LLC, 10869 N. Scottsdale Rd. Suite 103#150, Scottsdale, AZ 85254 or to such other address or addresses, or telecopy number or numbers, as the Company shall have furnished to you in writing, provided that any notice to the Company shall be effective only if and when received by the Manager.

d) Governing law. This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada without regard to principles of conflict of laws (except insofar as affected by the securities or "blue sky" laws of the State or similar jurisdiction in which the offering described herein has been made to you).

e) Descriptive Headings. The descriptive headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement.

f) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and there are no representations, covenants or other agreements except as stated or referred to herein.

g) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

h) Joint and Several Obligations. If you consist of more than one Person, this Agreement shall consist of the joint and several obligation of all such Persons.

i) Red Rock Securities Law ("RRSL") acted as a legal counsel to the Issuer in this Offering. The Investor agrees to, and hereby shall indemnify RRSL and any RRSL Affiliates, and shall hold each of them harmless from and against any loss, damage, liability, cost or expense, including reasonable attorney's fees (collectively, a "Loss") due to the Investor's investment in this Offering. The Investor does hereby release and forever discharge RRSL, their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which the Investor may now have or may hereafter have, arising out of or in any way relating to any and all injuries, economic or emotional loss, and damages of any and every kind, to both person and property, corporately and individually, and also any and all damages that may develop in the future, as a result of or in any way relating to the Investor's investment in this Offering.