**CONFIDENTIAL**

# PRIVATE PLACEMENT MEMORANDUM

## CLASS A

## MEMBER INTERESTS

# ADVISORS EQUITY LLC

Advisors Equity LLC (the "**Company**") is a Delaware limited liability company, that is a special purpose investment vehicle seeking to raise funds through the sale of Class A Member Interests in order to invest in, acquire, hold and/or sell securities of private and public entities ("**Portfolio Securities**"). The offering is limited to investors who are "accredited investors" (as defined in Rule 501(a) of Regulation D) promulgated under the Securities Act of 1933, as amended (the "**Securities Act**").

The Company's investment objective (the "**Investment Objective**") is to acquire Portfolio Securities at advantageous prices and to maximize the value of the Company's investments. The Company intends to focus its investments in restricted equity securities issued by *Impossible Foods Inc. and similar entities* (the "**Issuer Securities**"), provided, however, the Company may invest up to 25% of investable proceeds in other types of securities which the Company's Manager believes possess the potential for capital appreciation.

IAMC, LLC, a Minnesota limited liability company, is the Managing Member (the "**Manager**"), whose intention is to pursue the Investment Objective.

The information contained herein (the "**Information**") has been prepared solely by the Company for the *private and confidential* use of prospective investors considering the purchase of the securities summarized herein (the "**Offering**") and is not to be reproduced or distributed, other than in connection with confidentially sharing such Information with such prospective investors' financial advisors or consultants. All prospective investors are encouraged to conduct their own independent due diligence review before investing in the Company. The Company makes no representation or warranty as to the accuracy or completeness of the Information contained herein and all prospective investors are encouraged to conduct their own independent due diligence review before investing in the securities being offered hereby.

**Investors will not be provided with any disclosure materials of any kind regarding Issuer Securities, the Issuer or the Funds. Investors will be required to acknowledge and represent that such disclosure materials will not be provided, and that they are purchasing the Member Interests based on entirely their own assessment and knowledge of the Company and its Investment Objective.**

# IAMC, LLC

June 4, 2020

# Advisors Equity LLC

## Class A Member Interests

Minimum Investment Amount: $100,000
$27,000,000 Maximum Offering Amount

Advisors GP LLC, doing business as Advisors Equity LLC (the **"Company"**), a Delaware limited liability company, is offering (the **"Offering"**) only to "accredited investors" (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the **"Securities Act"**) not more than 2,700 ($27,000,000) of its Class A Member Interests (the **"Member Interests"** or the **"Securities")** at a price of $10,000 per Member Interest. The company may accept subscriptions to purchase up to an additional 200 Member Interests for gross proceeds of up to $2,000,000 (the **"Over-Subscription Amount"**). The Member Interests are being offered on the terms and conditions set forth in this Confidential Information Memorandum (the **"Memorandum"**), pursuant to which subscriptions from not more than 99 investors will be accepted.

The Company is a special purpose investment vehicle re-organized for the purpose of pooling investor funds for the purpose of investing in, acquiring, holding and/or selling securities of private entities (the "**Portfolio Securities**"). The Company intends to focus its investments in restricted equity securities issued by *Impossible Foods Inc. and similar entities* (the "**Issuer Securities**"), provided, however, The Company may invest up to 25% of investable proceeds in other types of securities which the Company's Manager (the "**Manager**") believes possess the potential for capital appreciation. Acquisitions of Issuer Securities may be made through direct purchases from the holders thereof or through investments in various entities the sole holdings of which are Issuer Securities. The Company's investment objective (the "**Investment Objective**") is to seek to acquire Portfolio Securities at advantageous prices and to maximize the value of the Company's investments. If the Manager determines to invest more than 25% of the Company's available funds in securities other than Issuer Securities, such increase must be approved by a vote of a majority of the holders of the Class A Interests.

**AN INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN AFFORD TO SUSTAIN A LOSS OF THEIR ENTIRE INVESTMENT. SEE "RISK FACTORS" BEGINNING ON PAGE 6 OF THIS MEMORANDUM. THERE WILL BE NO PUBLICLY TRADED MARKET FOR THE SECURITIES. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT PURSUANT TO REGISTRATION UNDER OR EXEMPTION FROM THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS. AS A RESULT, INVESTORS WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

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June 4, 2020

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**THE FOLLOWING INFORMATION IS HIGHLY CONFIDENTIAL AND HAS BEEN PREPARED SOLELY FOR USE IN CONNECTION WITH THE PRIVATE PLACEMENT OF THE SECURITIES OFFERED HEREBY**

## NOTICES

**INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND IS SUITABLE ONLY FOR PERSONS OF SUBSTANTIAL MEANS WHO HAVE NO NEED FOR LIQUIDITY IN THIS INVESTMENT AND WHO ARE ABLE TO BEAR THE ECONOMIC RISKS OF THIS INVESTMENT, INCLUDING TOTAL LOSS.**

THE OFFER TO INVEST IN THE SECURITIES AND THE SALE THEREOF HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY STATE SECURITIES ACT. THE SECURITIES ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH ACTS. THE SECURITIES ARE BEING OFFERED AND SOLD ONLY TO BONA FIDE RESIDENTS OF STATES IN WHICH SUCH EXEMPTION IS AVAILABLE, WHO CAN MEET CERTAIN REQUIREMENTS, INCLUDING NET WORTH AND INCOME REQUIREMENTS, AND WHO PURCHASE THE SECURITIES WITHOUT A VIEW TO DISTRIBUTION OR RESALE.

INVESTMENT IN THE SECURITIES HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "**SEC**") OR ANY OTHER REGULATORY AUTHORITY NOR HAS ANY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO ANYONE IN ANY STATE OR IN ANY OTHER JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED. IN ADDITION, THIS MEMORANDUM CONSTITUTES AN OFFER ONLY IF RECEIVED FROM AN AUTHORIZED REPRESENTATIVE OF THE COMPANY, THE MANAGER OR THE PLACEMENT AGENT. THE COMPANY RESERVES THE RIGHT TO WITHDRAW OR AMEND THIS OFFERING AND TO REJECT ALL AND/OR ANY PORTION OF A SUBSCRIPTION AGREEMENT.

THIS OFFERING IS BEING MADE IN RELIANCE UPON THE AVAILABILITY OF AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF THE SECURITIES ACT BY VIRTUE OF THE INTENDED COMPLIANCE WITH THE PROVISIONS OF REGULATION D AND SECTION 4(2) OF THE SECURITIES ACT. ACCORDINGLY, AMONG OTHER THINGS, NO GENERAL OR PUBLIC SOLICITATION OR ADVERTISING SHALL BE EMPLOYED IN THE OFFERING OF THE SECURITIES. NO PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH THIS OFFERING TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM AND, IF GIVEN OR MADE, SUCH INFORMATION AND REPRESENTATIONS MUST NOT BE RELIED UPON IN MAKING AN INVESTMENT DECISION OR OTHERWISE; PROVIDED, HOWEVER, THAT NOTHING HEREIN CONTAINED TO THE CONTRARY SHALL LIMIT THE OPPORTUNITY OF ANY OFFEREE OR HIS OFFEREE REPRESENTATIVE, ACCOUNTANT OR ATTORNEY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THIS

OFFERING, OR TO OBTAIN ADDITIONAL INFORMATION NECESSARY TO VERIFY THE

ACCURACY OR ADEQUACY OF ANY OF THE INFORMATION CONTAINED HEREIN OR IN ANY OTHER DOCUMENT REFERRED TO HEREIN. UNDER NO CIRCUMSTANCES SHALL THE DELIVERY OF THIS MEMORANDUM OR SALE MADE HEREUNDER CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE FACTS OR THE AFFAIRS OF THE COMPANY DESCRIBED HEREIN SINCE THE DATE HEREOF, OR THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS MEMORANDUM.

A PROSPECTIVE ACCREDITED INVESTOR, AS DEFINED IN RULE 501 OF REGULATION D, MUST REPRESENT IN HIS OR HER SUBSCRIPTION AGREEMENT (MADE A PART HEREOF AND ATTACHED HERETO AS EXHIBIT B) THAT HE OR SHE HAS: A NET WORTH, OR JOINT NET WORTH WITH HIS OR HER SPOUSE (EXCLUDING THE VALUE OF HIS OR HER PRIMARY RESIDENCE) OF AT LEAST $1 MILLION OR THAT HIS GROSS INCOME HAS EQUALED OR EXCEEDED $200,000 (OR $300,000 TOGETHER WITH THE INVESTOR'S SPOUSE) DURING EACH OF THE LAST TWO (2) YEARS AND IS EXPECTED TO DO SO FOR THE CURRENT YEAR. EACH PROSPECTIVE ACCREDITED INVESTOR WILL BE REQUIRED TO REPRESENT AND/OR DEMONSTRATE TO THE SATISFACTION OF THE COMPANY THAT: (1) HE HAS SUCH SOPHISTICATION, KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT HE IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF THIS INVESTMENT AND (2) HE IS ABLE TO BEAR THE ECONOMIC RISKS OF THIS INVESTMENT, INCLUDING TOTAL LOSS.

NO ASSURANCE IS MADE THAT THE MANAGER OR THE COMPANY WILL ULTIMATELY SUCCEED IN ITS BUSINESS PURPOSE. THE PURCHASE OF THE SECURITIES IS HIGHLY SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. THE SECURITIES SHOULD NOT BE PURCHASED BY ANYONE WHO CANNOT AFFORD A TOTAL LOSS OF HIS INVESTMENT.

TRANSFER OF THE SECURITIES (WHICH ARE CONSIDERED "SECURITIES" AS DEFINED UNDER THE SECURITIES ACT AND UNDER CERTAIN STATE BLUE SKY LAWS) IS SPECIFICALLY RESTRICTED UNDER THE SUBSCRIPTION AGREEMENT BECAUSE THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT.

IF A PROSPECTIVE PURCHASER ELECTS NOT TO MAKE A PURCHASE OFFER OR SUCH PURCHASE OFFER IS REJECTED BY THE COMPANY, SAID OFFEREE, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES TO IMMEDIATELY RETURN THIS MEMORANDUM AND ALL RELATED DOCUMENTS APPENDED HERETO TO THE COMPANY.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE MANAGER, THE COMPANY, THE SECURITIES, THE INVESTMENT OBJECTIVE OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THIS MEMORANDUM HAS BEEN PREPARED IN CONNECTION WITH THE CONFIDENTIAL PRIVATE PLACEMENT OF THE SECURITIES AND MAY NOT BE REPRODUCED OR USED FOR ANY OTHER PURPOSE. NO REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF ITS CONTENTS, BY ANY PERSON OR ENTITY, MAY BE MADE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE MANAGER.

## NOTICE TO RESIDENTS OF ALL STATES

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE MANAGER, THE COMPANY, THE SECURITIES, THE ISSUER, THE ISSUER SECURITIES, IMPOSSIBLE FOODS INC. OR ITS SECURITIES, THE INVESTMENT OBJECTIVE OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

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## CONFIDENTIALITY

BY ACCEPTING DELIVERY OF THIS MEMORANDUM, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE INFORMATION CONTAINED HEREIN IS OF A CONFIDENTIAL NATURE AND IS NON-PUBLIC INFORMATION UNDER REGULATION FD OF THE SEC AND THAT THIS MEMORANDUM HAS BEEN FURNISHED TO YOU SOLELY FOR YOUR CONFIDENTIAL USE FOR THE PURPOSE OF ENABLING YOU TO CONSIDER AND EVALUATE AN INVESTMENT IN THE OFFERED SECURITIES. YOU AGREE THAT YOU WILL TREAT SUCH INFORMATION IN A CONFIDENTIAL MANNER, WILL NOT USE SUCH INFORMATION FOR ANY PURPOSE OTHER

THAN EVALUATING AN INVESTMENT IN THE OFFERED SECURITIES, AND WILL NOT, DIRECTLY OR INDIRECTLY, DISCLOSE OR PERMIT YOUR AGENTS OR AFFILIATES TO DISCLOSE ANY OF SUCH INFORMATION WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE COMPANY. YOU ALSO AGREE TO MAKE YOUR REPRESENTATIVES AWARE OF THE TERMS OF THIS PARAGRAPH AND TO BE RESPONSIBLE (FINANCIALLY AND OTHERWISE) FOR ANY BREACH OF THIS AGREEMENT BY SUCH REPRESENTATIVES. LIKEWISE, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY, YOU AGREE THAT YOU WILL NOT, DIRECTLY OR INDIRECTLY, MAKE ANY STATEMENTS, ANY PUBLIC ANNOUNCEMENTS, OR ANY RELEASE TO ANY TRADE PUBLICATION OR TO THE PRESS WITH RESPECT TO THE SUBJECT MATTER OF THIS MEMORANDUM. IF YOU DECIDE NOT TO PURSUE FURTHER INVESTIGATION OF AN INVESTMENT IN THE SECURITIES OR TO NOT PARTICIPATE IN THE OFFERING, YOU AGREE TO PROMPTLY RETURN THIS MEMORANDUM AND ANY ACCOMPANYING DOCUMENTATION TO THE COMPANY.

## FORWARD LOOKING STATEMENTS

*Certain matters discussed in this Memorandum are "forward-looking statements." These forward-looking statements, which speak only as of the date of this Memorandum as stated on the cover, generally can be identified by the use of forward-looking terminology such as "may," "will," "expects," "intends," "estimates," "anticipates," "believes," "continues" or words of similar meaning and import. Similarly, statements that describe the Company's and/or the Manager's future plans, objectives or goals are also forward-looking statements, which generally involve known and unknown risks, uncertainties and other factors, including, but not limited to, dependence upon key personnel of the Manager, conflicts of interest of the Manager, risks associated with investing in restricted securities, market volatility, as well as the overall risks in the financial markets that may cause the actual results, performance or achievements of the Company to be materially different from those expressed or implied by such forward-looking statements. The Company does not undertake any obligation to update or revise these forward-looking statements to reflect events or circumstances after the date of this Memorandum or to reflect the occurrence of unanticipated events.*

## SUMMARY OF THE OFFERING

**THE FOLLOWING IS A BRIEF SUMMARY OF THE TERMS OF THE OFFERING, THE COMPANY'S OPERATING AGREEMENT AND THE INVESTMENT OBJECTIVE. THE SUMMARY DOES NOT PROVIDE A FULL DESCRIPTION OF THE COMPANY'S OPERATING AGREEMENT, THE INVESTMENT OBJECTIVE OR THE OFFERING. THE SUMMARY IS QUALIFIED IN ITS ENTIRETY BY THE BALANCE OF THE INFORMATION SET OUT IN THIS MEMORANDUM AND THE DOCUMENTS ATTACHED HERETO AS EXHIBITS. SPECIAL ATTENTION IS DIRECTED TO AND EACH PROSPECTIVE INVESTOR IS URGED TO CAREFULLY CONSIDER THE INFORMATION SET FORTH UNDER THE SECTION ENTITLED "RISK FACTORS."**

**Issuer:** Advisors Equity LLC (the "**Company**"), a Delaware limited liability company organized in 2018 as Advisors GP LLC for the purpose of managing a master limited partnership, will now act as a special purpose investment vehicle under the Delaware Limited Liability Company Act (the "**LLC Act**").

**The Managing Member:** IAMC, LLC (the "**Manager**"), a Minnesota limited liability company, will manage the Company's investments, operations and activities. The Managing Member shall be a Manager of the Company and a Class B Member.

**Fees, Compensation and Expenses:** Pursuant to the Company's operating agreement (the "**Operating Agreement**") appended hereto as **Exhibit A,** the Company will pay the Manager the following fees and expenses:

• Management Fee: The management fee (the "**Management Fee**") shall not exceed one and one-half percent (1.5%) of the gross proceeds of the Offering and be not less than $96,000 per annum, should it be invoked.

• Performance Fee: After the Class A Members have received distributions equal to 100% of their capital contributions, and 10% return on investment of their capital contributions, all further distributions shall be made 80% to the Class A Members and 20% (the "Performance Fee") to the Manager, as Class B Member.

• Organizational Expenses: All costs and expenses incurred in the organization of the Company, the Manager and the sale of the Class A Interests, including, without limitation, legal and accounting fees, expenses for printing and mailing, costs of regulatory compliance with securities laws and all other related miscellaneous costs and expenses will be paid by the Company. These expenses will be allocated among the Class A Interests by the Manager in its discretion.

Following the Final Closing (as defined below) the Manager of the Company intends to create a reserve sufficient for the payment of the Company's operating expenses and Management Fees for up to 2 years. The Manager, in its sole discretion, may waive or reduce the Management Fee and/or the Performance Fee with respect to one or more Class A Members for any period of time.

**Investment Objective:** The Company has been formed for the purpose of pooling investor funds for the purpose of investing in, acquiring, holding and/or selling (i) restricted securities (the "**Issuer Securities**") issued by *Impossible Foods Inc. and similar entities* (collectively, the "**Issuers**"), but not limited to these types of Issuers, through direct purchases from the holders thereof and through investments in various

entities the sole holdings which are Issuer Securities and (ii) other securities which the Manager believes possess the potential for capital appreciation. The Company will use the net proceeds from this Offering to purchase Issuer Securities. The Company intends to primarily invest in Issuer Securities and may invest 100% of the funds available for investment in Issuer Securities. The Company has the right, however, to invest up to 25% of funds available for investment in other securities which the Manager believes are attractive investment opportunities. Collectively, the securities acquired by the Company shall be referred to as the "**Portfolio Securities**." If the Manager desires to invest more than 25% of the Company's funds available for investment in securities other than Issuer Securities, such increase must be approved by a vote of the holders of a majority of Class A Interests. Investments in Issuer Securities will be made in private transactions through financial intermediaries. The investment objective (the "**Investment Objective**") of the Company is to attempt to acquire Portfolio Securities at advantageous prices and to maximize the value of the Company's investments.

**The Securities:** Class A Member Interests (the "**Class A Interests**"), which are being offered at $10,000 per Class A Interest (the "**Minimum Investment**"), although, the Manager and the Placement Agent (as defined below) may determine to accept subscriptions for less than the Minimum Investment, in their mutual discretion.

**Valuations:** Acquisitions by the Company of Portfolio Securities will be determined by the Manager and will generally be made at prices determined through arms-length negotiations. The Manager does not intend to base its acquisition decisions on any particular valuation formula.

**No Disclosure Materials:** ***Investors will not be provided with any disclosure materials of any kind regarding Issuer Securities, Issuers or any other securities comprising the Company's Portfolio Securities. Investors will be required to acknowledge and represent that such disclosure materials will not be provided, and that they are purchasing the Class A Interests based on their own assessment and knowledge of the Company and its Investment Objective.***

**Placement Agent:** The Class A Interests are being offered through GET Resources Group, LLC, acting as the Company's placement agent (the **"Placement Agent")** and IAMC, LLC, the sub-agent (the **"Sub-Agent"**). The Company must receive and accept a subscription for the Minimum Offering Amount in order to effectuate the first closing (the "**First Closing**"). After the First Closing, this Offering will continue on a "rolling admission" basis and the Manager may have one or more additional closings (each subsequent closing, a "**Closing**"). In the course of its investment activities, the Company will incur transaction expenses, including brokerage commissions. The Manager has complete discretion in deciding which brokers and dealers the Company will use and in negotiating rates of brokerage compensation. In addition to using brokers as agents and paying commissions, the Company may buy or sell Portfolio Securities directly from or to dealers acting as principal at prices that include markups or markdowns. Such transactions may be executed through the Placement Agent or the Sub-Agent. If so, the Manager and the Placement Agent will negotiate commissions, markups or markdowns at rates comparable to those charged by other broker dealers for similar transactions.

**Compensation of Placement Agent and Sub-Agent for all Activities:** The Placement Agent and Sub-Agent have agreed to a maximum fee per transaction for the services of (1) research and organization of the Offering, (2) activities to raise and pool proceeds in the Offering, (3) the acquisition services of all Issuers' stock, to include a maximum Agent mark-up service fee and (4) bidding services for additional Issuers' stock. The total maximum fees for the Agent fees shall not exceed nine percent (9%) of the gross proceeds raised in the Offering (the "**Placement, Organization and Issuer Fees**"), also known as the Agent Fees (the "**Agent Fees**").

**Offering Limitations:** The Company is limiting the nature and number of prospective investors who may participate in the Offering. It will not accept subscriptions for Class A Interests from more than 99 prospective investors and then it will only accept subscriptions from offerees who are "accredited investors" as defined in Regulation D. **See "Investor Suitability Standards."** By adhering to these Offering Limitations, the Company will be exempt from registration as an "*investment company*" under the Investment Company Act of 1940, as amended (the "**Investment Company Act**"). In addition, the Company is limiting the number of Class A Interests that may be acquired by "*benefit plan investors*" to less than 25% of the outstanding total equity in the Company at any time to avoid having the underlying assets of the Company deemed to be "*plan assets*" under the Employee Retirement Income Security Act of 1974 ("**ERISA**").

**Minimum Investor Purchase:** $100,000 (10 Class A Interests) (the "**Minimum Investment**"). The Manager and the Placement Agent may accept subscriptions for less than the Minimum Investment in their mutual discretion; however, because the Company will not accept more than **99** subscriptions for Class A Interests, it is not their present intention to do so.

**Size of the Offering:** $27,000,0000 Over-Subscription Amount: $2,000,000

**Use of Proceeds:** All net proceeds of the Offering after payment of the Agent Fees and other expenses of the Offering, that the Company does not expect to exceed $25,000, will be used to (i) fund the acquisition of securities comprising the Investment Portfolio, (ii) to pay Management Fees, and (iii) to reimburse the Manager for organization expenses.

**Plan of Distribution:** Subject to the Offering Limitations summarized above, the Offering is being made by the Company on a "best efforts" basis to the Maximum Offering Amount, if necessary, the Over-Subscription Amount solely to "accredited investors" as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**").

Investor funds will be deposited in a non-interest-bearing bank account (the "**Bank Account**") at BankVista (the "**Bank**"), a Minnesota community bank, pending acceptance of subscription documentation and closing of the Offering in accordance with the conditions of closing (the "**Closing Conditions**"). The Company must receive and accept a subscription for the Minimum Offering Amount in order to effectuate the first closing (the "**First Closing**"). After the First Closing, this Offering will continue on a "rolling admission" basis and the Manager will have more additional closings (each subsequent closing, a "**Closing**") up to the Maximum Offering Amount, or if the Over-Subscription is exercised, up to the Over-Subscription Amount (the "**Final Closing**"). The Manager and the Placement Agent reserve the right to accept or reject any subscription to purchase Class A Interests, in whole or in part, in either of their sole discretion. In the event that subscriptions for the Offering are rejected, all funds will be promptly returned in full to subscribers, without deduction therefrom or interest thereon. The Manager and the Placement Agent reserve the right to purchase and/or permit their respective employees, agents, officers, directors and affiliates to purchase Class A Interests in the Offering and all such purchases will be counted toward satisfaction of the Maximum Offering amount.

## RISK FACTORS

***Before you purchase Class A Interests in the Offering, you should be aware that the investment performance of the Class A Interests involves a high degree of risk, is speculative and will depend entirely on the performance of the Company's direct and indirect investments in Portfolio Securities, which, in turn, will depend on numerous factors, only some of which are summarized herein. The value of your investment in the Class A Interests may decline and could result in a complete loss. Accordingly, only those persons who can afford a complete loss of their investment in the Class A Interests should invest in the Class A Interests. The risks set forth below are not the only ones facing the Company. Additional risk factors with respect to investments in Portfolio Securities may exist, and no additional disclosure to potential Investors regarding such risk factors will be made by the Company, the Manager, the Placement Agent, any Issuer or any of their respective affiliates. You should carefully consider the following risk factors as well as other information contained in this Memorandum and the exhibits attached hereto before deciding to invest in the Offering.***

**There can be no assurance that the Company will be able to purchase and/or sell Issuer Securities and/or any other Portfolio Securities at advantageous prices, if at all, or that it will achieve its Investment Objective. Investors may lose their entire investment.**

There can be no assurance that the Company will be successful in purchasing and/or selling Issuer Securities and/or other Portfolio Securities at advantageous prices or that any investment by the Company in Issuer Securities or other Portfolio Securities will prove to be profitable. The Company is a newly formed entity with no performance record.

Investors should be aware that there is a risk that the Company may not be able to locate and/or purchase Issuer Securities and/or other Portfolio Securities at prices that are advantageous or at any price and they may lose their entire investment in the Company. In addition, there is no time frame during which the Company is required to make investments and, accordingly, the Company may hold Investor funds for an indefinite period of time before it makes an investment in Portfolio Securities, if at all. The Company is not a complete investment program and should represent only a portion of an Investor's portfolio management strategy.

**Because no public market exists for the Class A Interests and the Manager has no intention of seeking to register such Class A Interests for resale or apply for a listing of the Class A Interests on a trading exchange, it will be difficult for Investors to resell their Class A Interests.**

Because there is no public market for the Class A Interests and no plan or intention for there to even be one, resale of the Class A Interests is highly restricted and governed by the terms of the Company's Operating Agreement. No investor should purchase Class A Interests if such investor cannot afford to hold the Class A Interests indefinitely. Furthermore, if an Investor who purchases Class A Interests should have a change in his or her liquidity requirements and be forced to have to seek to sell the Class A Interests, it will be very difficult for such Investor to sell the Class A Interests promptly, if at all, and the likely sale price one could expect to receive would be at a substantial discount to the purchase price paid for such Class A Interests.

**Concentration of Investment.**

The Company was formed for the purpose of making investments in Issuer Securities and other Portfolio Securities. The Company may invest all of its available funds to investments in Issuer Securities, provided, however, it has the right to invest up to 25% of its available funds in other investment opportunities identified by the Manager. Given the concentration of the Company's investments in Issuer Securities, the value of an investment in the Company may be subject to greater volatility and may be more susceptible to any single economic, political or regulatory occurrence than may be the case if the Company's investments were more diversified.

**No Control over Issuers, Issuer Securities and/or other Portfolio Securities or their respective Current or Future Valuations.**

The Company will have no control over the issuers of Issuer Securities or any other Portfolio Securities in which it invests. Further, the value of the Company's investments will be dependent upon the performance of the issuers of such Portfolio Securities. The Company has received no disclosure from any Issuer and it has not received, nor does it have access to, any public or non-public, verifiable information that would allow it to justify the current or future valuations of Issuer Securities. The Company will not have any control over the management of any Issuer and the success of its investments in Portfolio Securities will depend on the ability and success of the management of each issuer of Portfolio Securities, in addition to economic and market factors. There is a limited, negotiated market for Issuer Securities. Accordingly, valuations may fluctuate considerably and the valuations of the Issuer Securities that are negotiated by the Company may bear limited or no relationship to future valuations of such Issuer Securities or the specific Issuer in any market that may develop for the Issuer Securities, whether private or public.

**The competition for investment in Issuer is intense.**

The Company is aware that there are other entities that have invested and are seeking to raise capital to invest in Issuer Securities. Such competition may limit the Company's ability to acquire Issuer Securities at advantageous prices, if at all, which may, in turn, result in a reduction on the return on Investors' investments or a complete loss of the Investors' investments.

**Because the ownership of Class A Interests involves complex tax issues, each Investor should consult with its own tax advisor prior to acquiring any Class A Interests.**

The tax consequences of purchasing and owning the Class A Interests are complex. Therefore, each prospective Investor should consult its own tax adviser prior to acquiring any Class A Interests as to the tax consequences of an investment in the Class A Interests. It is strongly recommended that prospective Investors obtain individual tax advice, particularly because the income tax consequences of an investment in the Class A Interests and of securities transactions in general are complex and certain of these consequences may vary significantly with the particular financial and other economic situations of each prospective Investor.

**Although the Company intends to be taxed as a "partnership, if the IRS classifies the Company as a corporation rather than a partnership, distributions would be reduced under current tax law.**

The Company intends to be taxed as a "partnership" for federal, state, local and foreign income tax purposes, as is the customary case for a limited liability company structure. If the IRS classifies the Company as a corporation rather than a partnership, distributions would be reduced under current tax law.

It is our expectation that the Company will be taxed as a partnership and not as a corporation for federal income tax purposes. If the IRS successfully contends that the Company should be treated as a corporation for federal income tax purposes rather than as a partnership, then: (i) losses realized by the Company would not be passed through to you; (ii) the income of the Company would be taxed at tax rates applicable to corporations, thereby reducing the Company's cash available to distribute to you; and (iii) your distributions would be taxed as dividend income.

**Limited Liquidity of Issuer Securities.**

In the event that the Manager determines to make distributions of Issuer Securities (which such distribution shall be subject to and limited by federal and state securities laws), there is no market through which the Issuer Securities may be sold, and even if there were such a market, the transfer of Issuer Securities may be subject to significant restrictions. In addition, the Issuer Securities acquired by the Company will not be registered under Federal securities laws or qualified under any state securities law and are being sold in reliance upon exemptions under such laws. Unless the Issuer Securities are registered with the Securities and Exchange Commission (the **"SEC")** and any required state authorities, or an appropriate exemption from registration is available, Members who receive Issuer Securities in a distribution by the Company may be unable to liquidate such securities, even though his or her personal financial condition may dictate such liquidation. Moreover, the resale of any Issuer Securities following a distribution of Issuer Securities may be subject to Rule 144 of the Securities Act and Members intending to sell Issuer Securities distributed to them by the Company may be required to aggregate their sales of Issuer Securities with sales made by the Company and other Members for some period of time following the distribution of such securities.

**No Assurance of an IPO or other Liquidity Event in any Issuer Securities.**

Investments in Issuer Securities involve a high degree of business and financial risk that can result in substantial losses. No public market currently exists for Issuer Securities and no assurance can be given that an initial public offering or other liquidity event will be consummated by any Issuer in the future.

**Reliance on the Manager; No Voting or Dispositive Power over the Issuer Securities.**

Decisions with respect to the management of the Company will be made by the Manager, and the Class A Members will have no right to take part in the management of the Company. All rights, preferences, privileges and restrictions with respect to the Issuer Securities, including registration rights and other decisions that holders of Issuer Securities may have, will belong to the Company and will be the sole responsibility of the Manager and the Class A Members will have no ability to make any decisions with respect thereto. No Class A Member will have the right to either vote or dispose of any of the Issuer Securities owned by the Company. The determination to make distributions, whether in cash, in kind, or a combination thereof, will be made at the sole discretion of the Manager, even if the Issuer Securities have been registered for resale under the Securities Act. In addition, no Class A Member will have the right to withdraw all or any amount of its investment in the Company (either in cash or in the form of Issuer Securities) at any time without the prior consent of the Manager, which consent may be withheld for any reason or no reason. Accordingly, no person should make an investment in the Company unless such person is willing to entrust all aspects of the Company's management to the Manager.

**The Operating Agreement provides for the payment by the Company of fees and expenses of organizing the Company and the Offering and also the fees and expenses of the Manager, including, but not limited to Management Fees, which will reduce the amount of funds available to invest in Issuer Securities. There can be no assurance that the Company will be able to earn sufficient income**

**to offset these charges. The Offering also calls for a potential profit-sharing which should in no way be construed by investors to imply that there will be any profits.**

Pursuant to the Operating Agreement, the Company is obligated to pay to the Manager certain fees and expenses, including the costs and expenses associated with organization of the Company, the Management Fee. The Company will also be obligated to pay out of the gross proceeds of the Offering the fees and expenses of the Offering, including the Agent's Fee. Such fees and expenses will be out of the proceeds of the Offering and accordingly, such funds will not be available to purchase Issuer Securities. There can be no assurance that the Company will be able to earn sufficient income to offset these charges. The Manager has broad discretion in allocating costs among Class A Interests and the exercise of such discretion may have a disparate effect on the investment performance of Class A Interests. The Manager intends to create a reserve sufficient to cover the Company's operating expenses and Management Fees for a period of up to three years. As a result of the foregoing, Investors will not be able to recoup any of their investment in the Company until such time as the Company has generated income in excess of such fees and expenses. The Manager is also eligible as incentive to participate in potential net profits, subject to certain conditions including the full repayment of all investor funds plus a twenty-percent profit, that may or may not result from investing in, managing and holding the Issuer Securities. There can be no assurance that there will be any profits from the investment contemplated herein or that the Manager will have the incentive to actively develop a profit through the management of the Issuer Securities.

**There are certain conflicts of interest between the Company, the Manager, the Placement Agent and the Manager of the Managing Member.**

Certain inherent conflicts of interest arise from the activities of the Manager in that the Manager will manage the Company and the Manager and related parties to the Manager may manage other private investment companies, and accounts and/or provide asset management services to clients, each of which may seek to purchase and sell Issuer Securities. This could detract from the time and attention necessary to operate the Manager and the Company. Certain representatives of the Placement Agent or their affiliates, will be relied upon by the Manager to devote to the Company as much time as the Manager of the Manager, acting reasonably, deems necessary and appropriate to manage the business of the Company.

**Transactions with Placement Agent**

The Manager is a Sub-Agent or a related party of the Placement Agent and the Placement Agent and Sub-Agent will receive the Agent's Fee from the sale of the Class A Interests to Investors. The Placement Agent may, in the future, seek to act as an agent for an investment banker for, or as placement agent or underwriter for future securities offerings by the Company. Such arrangement(s) may adversely impact on the manner and method of purchase or disposition of the Issuer Securities.

**No Independent Experts Representing Investors.**

The Agent's Fees and the rights of the Manager to the Management Fee and distributions have not been negotiated at arm's length. Further, while the Manager has consulted with counsel regarding the structure and terms of the Company, such counsel does not represent the Investors or Class A Members. The Company and the Manager urge each prospective investor to consult its own legal, tax and financial advisers regarding the desirability of purchasing Class A Interests and the suitability of an investment in the Company.

**Limitation on Liability; Indemnification.**

The Operating Agreement contains limitations on the liability of the Manager and its affiliates for any action taken, or any failure to act, on behalf of the Company unless there shall be a judgment or other final adjudication adverse to such Manager establishing that: (a) the Manager's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law; or (b) the Manager personally gained in fact a financial profit or other advantage to which such Manager was not legally entitled. The Operating Agreement also provides for indemnification of the Manager and its affiliates advance of expenses for any losses for which the Manager and/or its affiliates is absolved from liability under the terms of the Operating Agreement.

**Potential Liability to Return Prior Distributions.**

Under the LLC Act, Members may be liable to return prior distributions made to them by the Company in the event that the Company becomes insolvent subsequent to the date of such distributions.

**The Operating Agreement contains restriction on Members' rights to withdrawal of their capital.**

The Operating Agreement contains restrictions on the Members' rights to withdraw capital from their capital accounts. Capital contributions to the Company are subject to a two (2) year lock-up period during which Members will not be permitted to withdraw capital without the prior consent of the Manager, which consent may be withheld for any reason or no reason in the Manager's sole discretion. Thereafter, Members may withdraw capital without the consent of the Manager, but such withdrawals may only be made as of the end of the year and provided at least 120 days prior written notice has been provided to the Manager. Therefore, prospective Investors who require liquidity in their investments should not invest in the Class A Interests.

**Substantial withdrawals by Members, if consented to by the Manager, could require the Company to liquidate securities positions at prices that are not advantageous and may limit the Company's ability to pursue its Investment Objective.**

If consented to by the Manager, substantial withdrawals by Members within a short period of time could require the Company to liquidate positions in Issuer Securities more rapidly than would otherwise be desirable, possibly reducing the value of the Company's assets and/or disrupting the Company's investment strategy. Reduction in the size of the Company could make it more difficult to generate a positive return or to recoup losses due to, among other things, reductions in the Company's ability to take advantage of particular investment opportunities or decreases in the ratio of its income to its expenses.

**The Manager has the right to place limitations on Withdrawals.**

The Manager, in its sole discretion, may suspend or postpone the payment of any withdrawals from capital accounts (i) during the existence of any state of affairs which, in the opinion of the Manager, makes the disposition of the Company's investments impractical or prejudicial to the Members, or where such state of affairs, in the opinion of the Manager, makes the determination of the price or value of the Company's investments impractical or prejudicial to the Members; (ii) where any withdrawals or distributions, in the opinion of the Manager, would result in the violation of any applicable law or regulation; or (iii) for such other reasons or for such other periods as the Manager may in good faith determine.

**The Manager's Right to Dissolve the Company or to Require Withdrawal**.

The Manager has the right to dissolve the Company at any time. Accordingly, there is a risk that if the Company's assets become depleted and, as a result, the Management Fee and Performance Allocation become minimal, the Manager may elect to dissolve the Company and distribute its remaining assets. The Manager also has the right to require a Member to withdraw, at any time, with or without cause upon five (5) days' notice. Such mandatory withdrawal could result in adverse tax and/or economic consequences to affected Members. No person will have any obligation to reimburse any portion of a Member's losses upon dissolution, withdrawal or otherwise.

**State and Federal Securities Laws.**

This Offering has not been registered under the Securities Act, in reliance, among other exemptions, on the exemptive provisions of Section 4(2) of the Securities Act and Rule 506 of Regulation D under the Securities Act. Similar reliance has been placed on available exemptions from securities registration or qualification requirements under applicable state securities laws.

No assurance can be given that this Offering currently qualifies or will continue to qualify under one or more of such exemptive provisions due to, among other things, the adequacy of disclosure and the manner of distribution, the existence of similar offerings in the past or in the future, or a change of any securities law or regulation that has retroactive effect. If, and to the extent that, claims or suits for rescission are brought and successfully concluded for failure to register this Offering or other offerings or for acts or omissions constituting offenses under the Securities Act, the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") or applicable state securities laws, the Company could be materially and adversely affected, jeopardizing its ability to operate successfully. Furthermore, the human and capital resources of the Company and the Manager could be adversely affected by the need to defend actions under these laws, even if the Company is ultimately successful in its defense. Moreover, the Company is not registered under the Investment Company Act pursuant to an exemption therefrom. Accordingly, failure to maintain the Company's exempt status could result in consequences to the Company and Members similar to a failure to maintain the exempt status of the Offering under the Securities Act and/or state securities laws.

Securities and investment businesses generally are comprehensively and intensively regulated under state and federal laws and regulations. Any investigation, litigation or other proceeding undertaken by state or federal regulatory agencies or private parties could require spending material amounts of Company funds for legal and other costs and could have other materially adverse consequences for the Company. In addition, because this Offering has not been registered under the Securities Act, the Company is not registered under the Investment Company Act, the Investors are not afforded certain regulatory protection afforded to investors in offerings or entities that are registered under such laws.

**Hedging**

The Company may utilize a variety of financial instruments, such as options and futures, for hedging purposes with respect to Portfolio Securities. Hedging involves special risks including the possible default by the other party to the transaction, illiquidity, and, to the extent the Manager's assessment of certain market movements is incorrect, the risk that the use of hedging could result in losses greater than if hedging had not been used. Nonetheless, with respect to certain investment positions, the Company may not be sufficiently hedged against market fluctuations, in which case an investment position could result in a loss

greater than if the Company had been sufficiently hedged with respect to such position. Moreover, it should be noted that the Company's portfolio will always be exposed to certain risks that cannot be hedged.

NO ASSURANCE CAN BE GIVEN THAT THIS OFFERING OR THE ACQUISITION OF THE ISSUER SECURITIES WILL BE SUCCESSFULLY COMPLETED OR THAT SUCH TRANSACTIONS WILL BE CONSUMMATED UPON THE TERMS DESCRIBED HEREIN.

## THE OFFERING

The Company has been reorganized to pool investor funds for the purpose of investing in Portfolio Securities. The Company is offering Class A Interests only to high net worth individuals, trusts, entities, foundations and other eligible investors that qualify as "**accredited investors**" as defined in Rule 501 of Regulation D promulgated under the Securities Act ("**Regulation D**"). The Class A Interests are being offered in a private offering based on the Company's belief that it may rely upon the exemption from registration provided by Section 4(2) of the Securities Act and Rule 506 of Regulation D. The Company is not registered as an "investment company" under the Investment Company Act and neither the Company nor the Manager is registered as an "investment adviser" under the Investment Advisers Act of 1940, as amended**,** based on exemptions from registration contained in the respective statutes and regulations. Investors will be required to make such representations as the Manager requests to enable the Company to conclude that it qualifies for these exemptions, including, as applicable, representations regarding the number of its beneficial owners and/or its status as an "accredited investor."

Each Investor, either alone or together with a purchaser representative, will be required to make representations that they are not compensated by or affiliated with the Company or the Manager, have such knowledge and experience in financial and business matters that such Investor is capable of evaluating the merits and risks of this investment and must be able to bear the economic risks of this investment.

### Terms of the Offering

Class A Interests are being offered to qualified Investors at a price of $10,000 per Class A Interests (the "**Minimum Investment**"), though the Manager and the Placement Agent may in their mutual discretion accept subscriptions for less than the Minimum Investment. The Company is Offering a maximum of 2,700 Class A Interests for gross proceeds of $27,000,000 (the "**Maximum Offering Amount**") of Class A Interests on a "*best efforts*" basis up to the Maximum Offering Amount. The Company and the Placement Agent may, in their mutual discretion, offer an additional 200 Class A Interests for gross proceeds of $2,000,000 to cover over-subscriptions (the "**Over-Subscription Amount**").

The Class A Interests are being offered through GET Resources Group, LLC, acting as the Company's placement agent (the **"Placement Agent")** and the Manager, acting as the Company's Sub-Agent. The Company must receive and accept a subscription for the Minimum Offering Amount to effectuate the first closing (the "**First Closing**"). After the First Closing, this Offering will continue on a "rolling admission" basis and the Manager will have additional closings (each subsequent closing, a "**Closing**") up to the Maximum Offering Amount (plus any additional Class A Interests sold up to the Over-Subscription Amount)(the "**Final Closing**").

After the Company has sold the Minimum Offering Amount, the Company intends to hold a First Closing, which may be on or about the same time that the Company is to close on a purchase of Issuer Securities. The Company may determine to hold a Closing before the Company is to close on a purchase of Issuer Securities or other Portfolio Securities and before it has identified an Issuer or Issuer seeking to sell Issuer Securities or a seller of other Portfolio Securities. The Company intends to continue to offer and sell Class A Interests, up to the Maximum Offering Amount and, the Over-Subscription Amount so long as it believes there are favorable opportunities to purchase Issuer Securities.

Prior to a Closing, all subscription funds will be held in a non-interest bearing escrow account maintained by the Company with BankVista (the "**Bank**"), a Minnesota community bank, until the earlier of the closing at which such subscription is accepted by the Company or the rejection of the subscription.

It is likely that there will be several Closings of sales of Class A Interests, which may, but are not required to, coincide with purchases of Issuer Securities. The Company intends to use the net proceeds from the Offering to purchase Issuer Securities in *Impossible Foods Inc.* and/or to invest in Funds at such times and in such amounts as the Manager deems advisable. Accordingly, there is a possibility that the Company may have a Closing or several Closings and thereafter an indefinite amount of time may pass before the Company is able to consummate a purchase of Issuer Securities and/or an investment in a Fund or Funds. It is possible that following a Closing, the Company will not be able to consummate a purchase of Issuer Securities or an investment in a Fund.

**Placement Agent**

The Company has engaged the Placement Agent, to act as its placement agent for the sale of Class A Interests and the Manager to act as a Sub-Agent. The Placement Agent and the Manager are working as joint-venture partners. The Placement Agent is the contact and the bidder for the initial Issuer Security, *Impossible Foods Inc*. The Placement Agent and Sub-Agent have agreed to a maximum fee per transaction for the services of (1) research and organization of the Offering, (2) activities to raise and pool proceeds in the Offering, (3) the acquisition services of all Issuers' stock, to include a maximum Agent mark-up service fee and (4) bidding services for additional Issuers' stock. The total maximum fees for the Agent fees shall not exceed nine percent (9%) of the gross proceeds raised in the Offering (the "**Placement, Organization and Issuer Fees**"), also known as the Agent Fees (the "**Agent Fees**"); provided, however, the Manager and the Placement Agent reserves the right, in its sole discretion, to reduce the Placement Fees in certain limited circumstances. In addition, the Manager shall also receive from the Company an amount not to exceed $25,000 to cover other expenses of the Offering (the "**Offering Expenses**").

The Placement Agent is a related party to the Company and the Manager, as they are working as joint-venture partners on the sale of Class A Interests and on the acquisition of the first Issuer Security, *Impossible Foods Inc*. The Company believes that none of the Placement Agent, the Company or the Manager is a related party to any Issuer. At each closing of the Offering, the Manager and the Placement Agent will receive the Placement Fees (collectively, the "**Agent's Fee**") in connection with the amount subscribed for in such Closing. The Company may contract with the Placement Agent for other investment banking and related services (which may include locating purchasers for Issuer Securities held by the Company) for which the Placement Agent would be compensated at rates no less advantageous to the Company than those that would be generally available from unrelated third parties.

**No Disclosure Materials Regarding the Issuer Securities, Issuers or other Portfolio Securities:**

***Investors will not be provided with any disclosure materials of any kind regarding Issuers, Issuer Securities or any other Portfolio Securities. Investors will be required to acknowledge and represent that such disclosure materials will not be provided, and that they are purchasing the Class A Interests based on their own assessment and knowledge of Issuers, Issuer Securities, the Company and its Investment Objective. Investors will not be provided information regarding the Issuers, Issuer Securities or any other Portfolio Securities subsequent to Closing and cannot, and should not expect to, rely on the Manager or the Company for any such information.***

**Management Fees**

Following the Closing, the Company shall pay to the Manager a Management Fee in an amount equal to the greater of $96,000 per Fiscal Year or one and one-half percent (1.5%) of the gross proceeds of the Offering. In addition, the Company shall pay to the Manager and the Placement Agent the Offering Expenses. Such Management Fee and Offering Expenses will be allocated among the Class A Interests by the Manager in its discretion.

**Use of Net Proceeds**

The Manager will use the net proceeds from each Closing to pay the Agent Fees and Management Fees and to purchase Issuer Securities, to pay formation and operating expenses and to maintain reserves for future expenses. Following the Final Closing of the Offering, the Manager intends to set aside a reserve equal to up to three (3) years of such fees and expenses.

**Organizational Expenses**

All costs and expenses incurred in the organization of the Company, the Manager and the sale of the Class A Interests, including, without limitation, legal and accounting fees, expenses for printing and mailing, costs of regulatory compliance with securities laws and all other related miscellaneous costs and expenses will be paid by the Company. These expenses will be allocated among the Class A Interests by the Manager in its discretion. Amounts so expended will not be available for the purchase of Issuer Securities.

## THE COMPANY AND THE MEMBER INTERESTS

**The Company**

The Company is a Delaware limited liability company that will now act as a special purpose investment vehicle, seeking to raise funds through the sale of Class A Interests in order to invest in, acquire, hold and/or sell Portfolio Securities. The Company will be managed by the Manager and certain administrative services will be provided to the Company by the Manager. Upon acceptance of their subscription documents and subscription funds by the Manager, Investors will acquire Class A Interests and be admitted as Class A Members of the Company ("**Class A Members**"), but will not participate in the management of the Company. The Investment Objective of the Company is to make investments in Issuer Securities and other Portfolio Securities, and to maximize the value of such investments. However, there can be no assurance given that the Company will be able to make such investments at advantageous prices, if at all.

The Manager intends to invest the Company's available funds in Issuer Securities, provided, however, the Manager may determine to invest up 25% of the Company's available funds in other opportunities that the Manager believes are attractive investment opportunities. If the Manager determines to invest more than 25% of the Company's available funds Portfolio Securities other than Issuer Securities, such increase must be approved by the vote of a majority of the holders of Class A Interests. The Manager may, in its discretion, engage in hedging strategies to maximize the value of such investments. In addition to the following description of the Class A Interests, potential Investors should consider the more detailed description of the Operating Agreement contained in this Memorandum under "SUMMARY OF THE OPERATING AGREEMENT" and the form of the Operating Agreement that is attached as Exhibit A.

**Company Purchases of Issuer Securities**

Through financial intermediaries, the Company will attempt to gain access to Issuer Securities and other entities that have invested in Issuer Securities. Purchases of Issuer Securities will be conducted from time to time in the discretion of the Manager depending on, among other things, the prices at which such Issuer Securities are being offered and the valuation of the restricted Issuer Securities at such time. There is no time frame during which the Company must make purchases of Issuer Securities and, accordingly, Investors' investments in the Company may be held for an indefinite period of time while the Company seeks out Issuer Securities for investment.

With respect to purchases of Issuer Securities from the holders thereof, such holders may have entered into agreements with the applicable Issuers granting such Issuers rights of first refusal before the holder can sell the applicable Issuer Securities. For example, the Company understands that pursuant to agreements between holders of *Impossible Foods Inc.* securities and *Impossible Foods Inc*., any such holder proposing to transfer its Issuer Securities (whether previously owned or being acquired through the exercise of options), must notify *Impossible Foods Inc*. in writing of its intention to transfer such securities. The Company believes that upon receipt of this notice, *Impossible Foods Inc*. has a right of first refusal for thirty (30) days to purchase all (but not less than all) of the *Impossible Foods Inc*. *securities* that are proposed to be transferred by the holder. This right may also be assigned by *Impossible Foods Inc*. to one or more third parties, who may then exercise the right of first refusal. The Company further understands that any exercise of that right must provide for a purchase price per share that is equal to the price offered by proposed third party transferees such as the Company.

Further, the Company cannot determine whether the Issuers that have rights of first refusal will exercise their rights of first refusal or assign those rights to third parties who would exercise them. Accordingly, before the Company can acquire Issuer Securities from the holders thereof, any applicable rights of first refusal must have expired unexercised. Such exercise periods may last for as long as 60 days. After the expiration of the applicable right of first refusal exercise period, if any, acquisitions of Issuer Securities will be made pursuant to definitive stock purchase agreements.

Further, the Company cannot determine whether or not other securities that it seeks to acquire will have similar or other restrictions on transfer. Accordingly, acquisitions of Issuer Securities will be made pursuant to definitive agreements, after the expiration of any restrictions on transfer, if any.

Acquisitions of Issuer Securities and other Portfolio Securities will be made at prices negotiated in arms-length transactions. The Manager does not intend to base acquisition decisions on any particular pricing formula.

There can be no assurance that after making an acquisition, the Manager will be able to sell such securities at prices greater than or equal to the acquisition price. Notwithstanding the Manager's judgment to acquire Issuer Securities and/or other Portfolio Securities at the then available price, there can be no assurance that this judgment will prove to be accurate.

**Restrictive Stock Agreements and Lockup**

The Company believes that any Issuer Securities that it acquires will be subject to the same restrictions on transfer and rights of first refusal as they were when held by the holders of Issuer Securities from whom they were acquired. These restrictions include lock-up provisions pursuant to which the Company, or a Fund holding such Issuer Securities, would not be permitted to sell Issuer Securities for a set period of time, which is generally up to 180 days following the effective date of an initial public offering by an Issuer, unless such sale is consented to by the Issuer and the lead underwriter for such offering.

**The Class A Interests**

As determined in the sole discretion of the Manager, after receiving and accepting Subscription Documents (defined below) and funds in an amount equal to or greater than the Minimum Offering Amount into the Escrow Account, the Company will conduct a First Closing at which Class A Interests will be sold to each Investor whose subscription has been accepted by the Company. Thereafter, the Company may conduct additional Closings at which Class A Interests will be sold to each Investor whose subscription has been accepted by the Manager. Each Class A Interest represents the right of such Member to any and all benefits (including, without limitation, net profits and net losses) to which a Class A Member may be entitled pursuant to the Operating Agreement and under the LLC Act, together with all obligations of the Class A Member to comply with the terms and provisions of the Operating Agreement and the LLC Act.

**Capital Accounts**

The Company shall maintain a capital account (the **"Capital Account")** for each Class A Member in respect of the Class A Interests held by such Member. The Capital Account of each Class A Member shall be determined by reference to such Member's initial capital contribution, any subsequent capital contributions, and the Class A Member's pro rata share of Company expenses, profits and losses and any distributions made in respect of such Class A Member's Class A Interests. A Class A Member's initial capital contribution, and any subsequent capital contributions, shall be equal to the subscription price paid for such Class A Interests. See "SUMMARY OF THE OPERATING AGREEMENT."

Each Class A Member will have a percentage interest (the "**Member Percentage")** that will equal a fraction, expressed as a percentage, the numerator of which is the balance of such Investor's Capital Account and the denominator of which is the sum of the balances of all Capital Accounts of the Class A Members. The Class A Members' Member Percentage will be adjusted as of each Closing to reflect the admission of additional Class A Members to the Company. The sum of all Class A Member Percentages will at all times equal 100%.

**Distributions**

The Manager may, in its discretion, make distributions of cash, Issuer Securities or other Company assets to the Members. To the extent that such distributions of profits are made to Members, they will be paid, after the Manager sets aside appropriate reserves to pay the expenses of the Company, (i) first, 100% to the

Class A Members in accordance with their Member Percentages until such Class A Members have received cumulative distributions in an amount equal to 110% each such Class A Member's Capital Contributions; and (ii) thereafter, 80% to the Class A Members in accordance with their Member Percentages and 20% to the Manager, as the Class B Member.

The Manager may, in its sole discretion, elect to reduce or waive its right to distributions in respect of some Class A Interests, in which case the portion of such distributions that would otherwise be payable to the Manager will be paid to the Member(s) in respect of whose Class A Interests such distributions the Manager has waived its rights.

In addition, the Manager may, in its discretion, elect to make distributions to Members to enable such Members to satisfy any tax liabilities resulting from the allocation of profits and/or losses to the Members in the event that normal (non-tax related) distributions less than the amount of such tax liabilities.

The terms and conditions of this Offering, the rights, preferences, privileges and restrictions with respect to the Class A Interests and the rights and liabilities of the Company, the Manager and the Members are governed by the Company's Operating Agreement and the Subscription Agreement (together, the **"Subscription Documents")** between each Member and the Company. The description of any of such matters in this Memorandum is subject to and qualified in its entirety by reference to those agreements.

**Limited Liquidity of Investments**

There is no market for the Class A Interests, nor is it anticipated that there will be such a market subsequent to this Offering. Potential investors must continue to bear the economic risk of an investment in the Class A Interests for an indefinite period and must be able to afford the loss of their entire investment. In addition, there are legal restrictions on the transfer of Class A Interests, as the Class A Interests have not been registered under the Securities Act or registered or qualified under any applicable state securities laws, and are offered in reliance on exemptions from such registration and qualification contained in Section 4(2) of the Securities Act and Regulation D thereunder and in similar provisions of state laws. Class A Interests cannot be sold to third parties unless they are subsequently registered under the Securities Act and registered and qualified under applicable state securities laws or are exempt from such registration and qualification. In addition, the Operating Agreement prohibits any transfer of Class A Interests without the prior consent of the Manager, which consent the Manager may withhold in its sole discretion.

## THE MANAGER

IAMC, LLC, a Minnesota limited liability company is the Managing Member of the Company and in its capacity as Manager will carry out the objectives and purposes of the Company. The Manager will act in an administrative capacity and intends to rely upon personnel within the Manager and the Placement Agent, as well as third-party providers for certain management, administrative and investment decisions when and if applicable.

Edward Baker is the Manager (the "**Principal**") of the Manager.

The following is a summary resume of the Principal of the Manager who will be providing investment advisory services to the Manager:

***Edward Baker, MBA: Manager and Portfolio Manager.***
Since 2010, Mr. Baker has operated IAMC, a wealth management consulting firm for the RIA industry. He is the architect and builder for the Affiliated Wealth Advisors LP (the "AWA") business model to acquire interests in RIA firms, providing M&A advice and transactions deal services. He is the primary liaison for the initial Affiliate Member firms. From 2003 to 2010, he was the CEO of Mesa Advisors, a multi-Billion $ private holding company of advisory firms. He has served as a large-cap growth portfolio manager for Baker 500 portfolios and mutual fund; manager of USA distribution for AIB's International Funds; CEO & Chief Investment Officer for Piper Jaffray's Trust Company and the Chairman of Piper Trust Funds. Prior to his investment experience, he did bank acquisitions and management for First Nationwide Bank. From 1983 to 1988 Mr. Baker headed up correspondent banking and acquisitions for Norwest Banks, today operating as Wells Fargo Bank. He began his career in sales and management positions with 2 bank service firms, NCR and Bell & Howell. He received his BA in Economics from Park University, a graduate of the ABA National Trust School and earned his MBA with a Masters' of Management Degree from the Kellogg School at Northwestern University.

### Outside Activities of the Manager and the Principal

During the existence of the Company, the Manager and the Principal will devote to the Company only such time as the Manager and the Principal, in their sole discretion, deem necessary to carry out their duties. The Manager, the Principal, the officers, members and affiliates of the Manager are permitted under the Operating Agreement to engage in other business activities, including engaging in other business ventures, whether or not they compete with the Company.

The Operating Agreement for the Manager provides that in the event of the death or disability of Mr. Baker, the Manager's Board of Governors shall appoint a successor to be the Manager of the Managing Member.

## SUMMARY OF THE OPERATING AGREEMENT

**YOU SHOULD INVEST IN THE COMPANY ONLY IF YOU ARE WILLING TO ENTRUST ALL ASPECTS OF COMPANY MANAGEMENT TO THE MANAGER. THE RIGHTS AND OBLIGATIONS OF THE MEMBERS ARE GOVERNED BY THE OPERATING AGREEMENT, A COPY OF WHICH IS ATTACHED AS EXHIBIT A TO THIS MEMORANDUM.**

**YOU SHOULD THOROUGHLY REVIEW THE OPERATING AGREEMENT BEFORE YOU MAKE A DECISION TO INVEST. THE FOLLOWING IS A SUMMARY OF CERTAIN PROVISIONS IN THE OPERATING AGREEMENT AND IS QUALIFIED IN ITS ENTIRETY BY THE TEXT OF THE OPERATING AGREEMENT ATTACHED HERETO AS EXHIBIT A. IN THE EVENT OF A CONFLICT BETWEEN THE FOLLOWING SUMMARY DESCRIPTION OF THE TERMS OF THE OPERATING AGREEMENT BELOW AND THE OPERATING AGREEMENT, THE OPERATING AGREEMENT SHALL CONTROL. CAPITALIZED TERMS USED IN THIS SUMMARY BUT NOT OTHERWISE DEFINED, SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THE OPERATING AGREEMENT.**

The holders of Class A Interests will be admitted as members and entitled to all rights of Class A Members under the Operating Agreement and the LLC Act. The Operating Agreement is the governing instrument that contains the rules under which the Company will operate and establishes the rights and obligations of the Class A Members and Managers, in their capacities as such. Capitalized terms in the following discussion that are not defined herein have the meanings ascribed to them in the Operating Agreement.

**Term.** The Company was organized on February 20, 2018 and will continue into perpetuity unless terminated earlier in the sole discretion of the Manager, subject to certain additional early termination events as more fully set forth in the Operating Agreement.

**Capital Contributions.** Each Member participating in this Offering will be obligated to make a capital contribution of at least $100,000, but the Manager and Placement Agent may waive this minimum for any Investor. After the Company commences operations, no Member will be required to make any additional capital contributions to the Company; *provided,* that in the sole discretion of the Manager each Member will be permitted to make an additional Capital Contribution in the event that the Company desires to make an additional investment in Portfolio Securities.

**Voting Rights.** Class A Members will have only limited voting rights and no management rights. The voting rights are limited to (i) approving certain mergers and consolidations and modifications of the business purpose of the Company; (ii) changes to the amount of funds available for investment that may be invested in securities other than Issuer Securities; and (iii) removal of the Manager (which shall require approval by 75% of the Class A Interests).

**Allocations.** A capital account **("Capital Account")** will be maintained by the Company for each Member. Each Member's Capital Account will be credited or debited with the Member's Capital Contribution and share of the Company's profits and losses and distributions to the Member. All profits and losses (including realized and unrealized gains and losses) for each fiscal year will be allocated to the Members in proportion to their respective Member Percentages.

**Management Fees.** The Company shall pay to the Manager a Management Fee equal to no more than one and one-half percent (1.5%) of the gross proceeds of the Offering per year, but not less than $96,000 per

year. Such Management Fee will be allocated among the Class A Interests by the Manager in its discretion. Amounts so expended will not be available for the purchase of Issuer Securities.

**Distributions.** The Manager, in its sole discretion, shall have the right, but not the obligation, to distribute to the Members available cash, Portfolio Securities or other Company property. Any distributions, to the extent made, will be made in the following proportions and priorities, after the Manager sets aside appropriate reserves to pay the Fees and other costs of operating the Company: (i) first, 110% to the Class A Members in accordance with their Member Percentages until such Class A Members have received cumulative distributions in an amount equal to 110% of each such Class A Member's Capital Contributions; (ii) thereafter, 80% to the Class A Members in accordance with their Member Percentages and 20% (the "**Performance Fee**") to the Manager, as the Class B Member. The Manager may distribute any Performance Fees that it receives from the Company to the Placement Agent and certain of its associated persons in its sole discretion.

**Tax Distributions.** The Company may, unless restricted or prohibited by the LLC Act and/or any agreement with any lender or other investor, make, at least annually, distributions to those Members to whom allocations of profits have been made by the Company in an amount that is deemed by the Manager sufficient to pay the combined estimated federal and state income tax liability of such Members resulting solely from inclusion of the operating results of the Company on the personal tax returns of such Members using an assumed combined state and federal income tax rate of thirty-five percent (35%). The Manager will not be required to consider the personal circumstances of the Members in making a determination of the estimated combined federal and state income tax liability of the Members, and shall make an assumption as to the "tax bracket" applicable to the Members as a group as provided. The amount of any distribution made to a Member to satisfy such tax obligations will be deducted from any current or future distributions that would otherwise be made to such Member.

**Withdrawals of Capital.** During the two (2) year period (the "**Lock-Up Period**") following the date of acquisition of Class A Interests, no Member will have the right to withdraw all or any partial amount of his or its Capital Account (either in cash or in the form of Portfolio Securities), without the prior consent of the Manager, which consent may be withheld for any reason. If a Member purchases Class A Interests on multiple dates, or makes additional Capital Contributions, each additional purchase of Class A Interest or additional Capital Contribution shall be subject to a separate Lock-Up Period commencing on the date of such acquisition or additional Capital Contribution. Withdrawals will be deemed made from the Class A Interest or additional Capital Contributions made on the earliest date. After the expiration of the Lock-Up Period with regard to any such capital, Members may withdraw capital as of the last day of any year (each such date shall be referred to herein as a "**Withdrawal Date**") upon at least one hundred twenty (120) days prior written notice to the Manager, and at such other times as the Manager may determine in its sole discretion. Unless the Manager consents in writing, partial withdrawals of capital may not be made if they would reduce a Member's Capital Account balance below $25,000. All withdrawals shall be deemed made prior to the commencement of the following year. A withdrawal prior to the end of the applicable Lock-Up Period may be made only with the prior written consent of the Managing Manager upon terms and conditions as the Manager may determine.

Subject to the Manager's right to suspend withdrawal payments in its sole discretion, Members withdrawal capital will be paid 80% of the amount withdrawn (the "**Withdrawal Amount**") within 60 days after the Withdrawal Date and the balance of the Withdrawal Amount will be paid within 90 days after the completion of the December 31 audited financial statements for the fiscal year in which the withdrawal occurs; provided, however, that the total amount paid to a withdrawing Member withdrawing all of its Capital Account shall be equal to the amount of the Capital Account as of the effective Withdrawal Date,

as shown by such financial statements (and the Company shall accordingly pay, and the Member shall accordingly return, promptly any prior under or excessive payment). Payments of Withdrawal Amounts may be made in cash or in kind or in any combination thereof in the sole discretion of the Manager.

The Manager may require any Member to withdraw in whole or in part if the Manager reasonably believes that such withdrawal is in the best interests of the Company. In such even, the withdrawing Member is entitled to receive the fair market value of the Class A Interests from which it is withdrawing. The Manager is entitled to deduct from any distribution made to a withdrawing Member prior to the end of the applicable Lock-Up Period a withdrawal fee of 1% of the amount withdrawn and any accrued and unpaid Management Fees and Performance Fees.

**Transfers of Class A Interests.** No transfers of Class A Interests are allowed without the consent of the Manager (which may be withheld for any reason or no reason) and the provision of such documentation and the satisfaction of such other conditions as the Manager may require, including, but not limited to a transfer fee equal to 1% of the total value of the Class A Interests transferred.

**Company Expenses.** The Company generally will bear all operating and administrative expenses including investment-related expenses, brokerage commissions, clearing and settlement charges, custodial fees, interest expense, consulting and other professional fees relating to particular investments or contemplated investments, legal expenses, software, accounting, audit and tax preparation expenses, expenses related to the maintenance of the Company's registered office, and other similar expenses related to administration of the Company. The Manager has broad discretion in allocating expenses to the Members.

**Limitation on Liability; Indemnification.** The Operating Agreement contains limitations on the liability of the Manager and its affiliates for any action taken, or any failure to act, on behalf of the Company unless there shall be a judgment or other final adjudication adverse to such Manager and/or its affiliates establishing that: (a) the Manager's or its affiliates acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law; or (b) the Manager or its affiliates personally gained in fact a financial profit or other advantage to which such Manager or affiliate was not legally entitled. The Operating Agreement also provides for indemnification of the Manager and its affiliates and advance of expenses for any losses for which the Manager or its affiliates is absolved from liability under the terms of the Operating Agreement. Such indemnification payments may be made out of the assets of the Company.

**Amendments to the Operating Agreement**. The Operating Agreement provides broad discretion to the Manager to effect amendments to the Operating Agreement without the consent of the Members. Potential Investors are encouraged to read the provisions of the Operating Agreement that relate to amendments.

**Dissolution of the Company**. The Company will be dissolved upon the first to occur of the following: (a) the sale or other disposition of all or substantially all of the Company assets outside of the ordinary course of business and the collection of all the proceeds of such disposition; or (b) the determination of the Manager in its sole discretion to dissolve the Company. Upon dissolution of the Company, the Manager, or if there is no Manager, such other Person(s) appointed in accordance with applicable law to wind up the Company's affairs (the **"Liquidator(s)")** shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as to not involve undue sacrifice. The proceeds of liquidation shall be applied and distributed in the following order of priority: (a) first, to the payment of the debts and liabilities of the Company (other than any loans or advances made by any of the Members to the Company) and the expenses of liquidation; (b) second, to the creation of any reserves that the Liquidator(s) deem(s) reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the arising out of or in connection with the business and operation of the Company; (c) third, to the payment of any loans or

advances made by any of the Members to the Company; and (d) thereafter, to the Members and the Manager in accordance with their respective distribution priorities set forth in, and after making all allocations required by, Article IV of the Operating Agreement. In the case of dissolution, the Company will not terminate until all of its affairs have been wound up and its assets distributed as provided in the Operating Agreement.

**Drag Along Rights.** The Manager may, in it sole discretion, determine to the sell the Company to a third party (a "**Third Party Sale**") at a price negotiated by the Manager. In the event of a Third-Party Sale, the Members shall be required to sell their Class A Interests to such third party on the terms and conditions negotiated by the Manager. The proceeds of such Third-Party Sale shall be distributed to the Members as of the Company had been dissolved.

## CONFLICTS OF INTEREST

The Manager, the Placement Agent, the Principal and their respective affiliates may engage for their own account and/or for the account of others, including other investors, in all aspects of the investment business, including, without limitation, making investments outside the Company in the same or other securities (on the same or different terms from those offered to the Company), establishing other investment funds, or the management of investments. The Manager, the Placement Agent, the Principal and/or their respective affiliates may begin or continue such activities, individually, jointly with others, or as owners or managers of any person, regarding the same types of investments in which the Company may likewise be investing; may deal with the Company as counter-parties or through any other person in which they may be interested; may sell securities to or buy securities from the Company; may participate in other investment funds, as investors or otherwise; and shall not be required to permit the Company or the Members to participate in any other funds or investments in which the Manager, the Placement Agent or any of their respective affiliates may be interested or share in any profits or other benefits therefrom. Therefore, situations may arise in which the interests of the Manager, the Placement Agent, the Principal and/or their respective affiliates conflict with the interests of the Company and/or its Members.

The Principal is the Manager of IAMC, LLC, the Company's Managing Member. Accordingly, each of the Company and the Manager may be deemed to be affiliates of the Placement Agent, due to their Joint-Venture relationship in securing both Members and the initial Issuer Security, *Impossible Funds Inc*. Such relationships between the Manager, the Company and the Placement Agent create a conflict of interest between the Placement Agent and its affiliates on one hand and the Investors in this Offering on the other hand. The Placement Agent may effect transactions in Portfolio Securities, either for its own account or for its managed fund. Conflicts of interest may arise as to, among other things, the order in which the Manager's affiliates and the Company proceed to acquire and/or dispose of Issuer Securities. The Manager and related parties will seek to resolve these conflicts in as equitable a manner as possible under the prevailing facts and circumstances, but there is no assurance that any such conflicts will be resolved in a manner advantageous to the Company. The Manager and its principals will devote to the Company as much time as the Manager, acting reasonably, deems necessary and appropriate to manage the business of the Company.

In the course of its investment activities, the Company will incur transaction expenses including brokerage commissions. The Manager has complete discretion in deciding which brokers and dealers the Company will use and in negotiating rates of brokerage compensation. In addition to using brokers as agents and paying commissions, the Company may buy or sell Portfolio Securities directly from or to dealers acting as principal at prices that include markups or markdowns. Such transactions may be executed through the

Placement Agent. If so, the Manager and the Placement Agent will negotiate commissions, markups or markdowns at rates comparable to those charged by other broker dealers for similar transactions.

The Principal will manage the Company and the Manager and may manage other private investment companies, and accounts and/or provide services to clients, each of which may seek to purchase and sell Portfolio Securities. The Principal may engage in other activities and allocate his time, services and functions between various existing enterprises and future enterprises. This could detract from the time and attention necessary to operate the Manager and the Company.

## RESTRICTIONS ON TRANSFERABILITY

The Company has not registered the Class A Interests for resale under the Securities Act or the securities laws of any state. The Company is offering the Class A Interests in reliance on certain exemptions from registration contained in the Securities Act and certain state securities laws. As a consequence, you will be unable to sell or otherwise transfer any of the Class A Interests unless and until such Class A Interests are subsequently registered under the Securities Act, and appropriate state securities laws, which the Company does not intend to do, or an exemption from such registration is available. You must bear the economic risk of an investment in the Class A Interests for an indefinite period of time.

In addition to the restrictions on transfer of the Class A Interests provided for under the Operating Agreement, the Company will restrict the sale or assignment of the Class A Interests by:

- Placing a legend on all certificates evidencing the Class A Interests stating that the Company has not registered the Class A Interests evidenced by such certificate under the Class A Interests Act or applicable state and foreign securities laws and that you may not sell, transfer, assign or pledge the Class A Interests without registration or an available exemption there from or upon receipt of an opinion of counsel or other evidence acceptable to us to the effect that such sale, transfer, or assignment is exempt from registration;

- Referring to the above-described restrictions on transferability of the Class A Interests in the Company's records to aid in the prevention of transfer of record without compliance with the foregoing restrictions;

- Requiring you to represent in writing that you will not sell or assign the Class A Interests without registration under the Securities Act and any applicable state or foreign securities laws covering such sale or appropriate exemptions therefrom; and

- Requiring you to obtain the written approval of a transfer from the Manager of the Company.

As such, all of the Class A Interests will be "restricted securities" subject to restrictions on transfer imposed by the Class A Interests Act unless registered under the Securities Act.

## INVESTOR SUITABILITY STANDARDS

**Purchase of the Class A Interests involves significant risks and is a suitable investment only for certain potential investors.**

The purchase of Class A Interests is suitable only for investors who have no need for liquidity in their investment and who have adequate means of providing for their current needs and contingencies, *even if their investment in the Class A Interests results in a total loss*. An investor must acquire the Class A Interests for his, her or its own account and not for the account of others, for investment purposes only, and not with a view to, or for, resale, distribution, syndication or fractionalization thereof. Class A Interests will be sold only to prospective investors that are "accredited investors" under Rule 501(a) of Regulation D promulgated under the Securities Act. "Accredited investors" are those investors that make certain written representations that evidence the fact that the investor comes within one of the following categories:

1. 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-dealer registered pursuant to Section 15 of the Exchange Act, any insurance company as defined in Section 2(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 201(c) or (d) of the Small Business Investment Act of 1958; 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 adviser, 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 that are accredited investors;

2. Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

3. Any organization described in Section 501(c)(3) of the Internal Revenue Code, or any corporation, or similar business trust or partnership not formed for the specific purpose of acquiring the securities offered, and that has total assets in excess of $5,000,000;

4. Any director or executive officer of the Company;

5. Any natural person whose individual net worth or joint net worth with that person's spouse (excluding the value of the primary residence of such natural person), at the time of investment in the Securities, exceeds $1,000,000;

6. 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 in excess of $300,000 in each of those years and has a reasonable expectation of reaching that same income level in the current year;

7. Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Securities, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; or

8. Any entity in which all of the equity owners are accredited investors.

Prospective investors will be required to represent in writing that, among other things, they meet the suitability standards set forth above, which represent minimum suitability requirements for prospective investors. Satisfaction of such standards by a prospective investor does not mean that the Securities are a suitable investment for such investor and no person should invest in the Offering who cannot afford to lose his, her or its entire investment. In addition, certain states may impose additional or different suitability standards, which may be more restrictive.

The Company may make or cause to be made such further inquiry and obtain such additional information as it deems appropriate with regard to the suitability of prospective investors. The Company may reject subscriptions in whole or in part, if in its sole discretion. If the Offering is oversubscribed, the Company will determine, in its sole discretion, which subscriptions will be accepted and which subscriptions will be rejected.

If, because of any error or misunderstanding as to such circumstances, a copy of this Memorandum is delivered to any person who does not meet the preceding standards, the delivery of this Memorandum to such prospective investor will not be deemed to be an offer and this Memorandum must be returned to the Manager or the Company immediately.

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**SUBSCRIPTION PROCEDURES**

All subscriptions for Class A Interests must be made by the execution and delivery of the documents contained in the Subscription Booklet (including, without limitation, a Subscription Agreement) in the form made part of and attached to this Confidential Information Memorandum. By executing such documents, each prospective investor will represent, among other things, that: (i) he, she or it is acquiring the Class A Interests being purchased for his, her or its own account, for investment purposes and not with a view towards resale or distribution; and (ii) immediately prior to such purchase, such prospective investor satisfies the eligibility requirements set forth in this Confidential Information Memorandum. See "*Investor Suitability Standards*."

The Company has the right to revoke the offer made herein and to refuse to sell Class A Interests to any prospective investor for any reason in its sole discretion including, without limitation, if such prospective investor does not promptly supply all information requested by the Company. In addition, the Company in its sole discretion may establish a limit on the purchase of Class A Interests by a particular prospective investor.

In addition, since each prospective investor will be subject to certain restrictions on the sale, transfer or disposition of his, her or its Class A Interests, as contained in the Subscription Agreement, each prospective investor must be prepared to bear the economic risk of an investment in the Class A Interests for an indefinite period of time. A purchaser of the Class A Interests, pursuant to the Subscription Agreement and applicable law, will not be permitted to transfer or dispose of the Class A Interests, unless such Class A Interests are registered or unless such transaction is exempt from registration under the Securities Act and other applicable securities laws and, in the case of a purportedly exempt sale, such purchaser provides to the Company (at his, her or its own expense) an opinion of counsel or other evidence satisfactory that such exemption is available. The Class A Interests will bear a legend relating to such restrictions on transfer.

To subscribe for Class A Interests, each prospective investor must deliver the following documents to the Manager's offices at:

IAMC, LLC, 5965 Ashford Ln, Naples, FL 34110
Attention: Edward Baker

1. One executed copy of the Subscription Agreement and the other documents contained in the Subscription Booklet, and

2. A check or wire transfer payable to "Advisors GP LLC for the Advisors Equity Account*"* for the amount of the Class A Interests being subscribed for. Wiring instructions for prospective investors are set forth in the Subscription Booklet.

Documents can also be scanned and delivered by email to: **ed@awacoop.com**

***The Placement Agent will send each Subscriber a DocuSign email for electronic signing of the Subscription Agreement and the other documents contained in the Subscription Booklet.***

**EXHIBIT A**

# Advisors Equity LLC

*A Delaware Limited Liability Company*

Operating Agreement

June 4, 2020

**NOTICE**

**NEITHER ADVISORS EQUITY LLC (THE "COMPANY") NOR THE MEMBERSHIP INTERESTS THEREIN HAVE BEEN OR WILL BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED, OR THE SECURITIES LAWS OF ANY OF THE STATES OR TERRITORIES OF THE UNITED STATES. THE OFFERING OF SUCH MEMBERSHIP INTERESTS IS BEING MADE IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, FOR OFFERS AND SALES OF SECURITIES WHICH DO NOT INVOLVE ANY PUBLIC OFFERING, AND ANALOGOUS EXEMPTIONS UNDER STATE SECURITIES LAWS.**

**THE DELIVERY OF THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY OFFER, SOLICITATION OR SALE OF INTERESTS IN THE COMPANY IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE IS NOT AUTHORIZED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE.**

**THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS SET FORTH IN THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT.**

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**AMENDED & RESTATED**
**OPERATING AGREEMENT**

This Operating Agreement of Advisors GP LLC, doing business as Advisors Equity LLC, a Delaware limited liability company (the "**Company**"), is entered into as of June 4, 2020, by and among IAMC, LLC, a Delaware limited liability company and those Persons who from time to time executed this Agreement and become Members.

**WHEREAS**, the Company was formed under the name of Advisors GP LLC, pursuant to the LLC Act (as defined below) by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware on February 20, 2018; and

**WHEREAS**, the Company has Amended and Restated its Operating Agreement to primarily invest in, acquire, hold and/or sell Portfolio Securities (as defined below) including, but not limited to *Impossible Foods Inc.* (each such issuer being referred to herein as an "**Issuer**" and the securities of such Issuer's to be acquired, held and/or sold by the Company being referred to as the "**Issuer Securities**"); and

**WHEREAS**, the Company wishes, from time to time, to accept investments in the Company from investors who are "accredited investors" (as that term is defined in the Securities Act of 1933, as amended) and to admit those investors as Members of the Company; and

**WHEREAS**, the Members and the Company desire to set forth their respective agreements regarding the business of the Company and the management and operation of the Company:

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Members hereby agree as follows:

## ARTICLE 1
## DEFINITIONS

1.1 Definitions. The following defined terms as used in this Agreement shall, unless otherwise defined herein, each have the meaning set forth in this **Article 1**.

"**Accounting Period**" means the period beginning on the day immediately succeeding the last day of the immediately preceding Accounting Period (or, in the case of the first Accounting Period, the date of this Agreement) and ending on the earliest to occur of the following: (i) the last day of the Fiscal Year; (ii) the day immediately preceding the day on which a Member makes an

additional contribution to, or a full or partial withdrawal from, its Capital Account; (iii) the day immediately preceding the day on which a new Member is admitted to the Company; or (iv) the date of termination of the Company in accordance with **Article 10** of this Agreement.

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such particular Person. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct and cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.

"**Agreement**" means this Operating Agreement and all amendments thereto.

"**Available Cash**" means at any time, cash and cash equivalents received as Capital Contributions from the Members or as a result of the purchase and sale of Portfolio Securities or other ancillary transactions, after the payment of all Fees, the setting aside of Reserves which the Managing Member decides not to reinvest in Portfolio Securities in accordance with the purposes of the Company.

"**Bankruptcy**" with respect to any Person, means (i) making an assignment for the benefit of creditors, (ii) filing a voluntary petition in bankruptcy, (iii) becoming the subject of an order for relief or being-declared insolvent in any federal or state bankruptcy or insolvency proceeding (unless such order is dismissed within ninety (90) days following entry), (iv) filing a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law, or regulation, (v) filing an answer or other pleading admitting or failing to contest the material allegation of a petition filed against it in any proceeding similar in nature to those described in the preceding clause, or otherwise filing to obtain dismissal of such petition within one hundred twenty (120) days following its filing, or (vi) seeking, consenting to, or acquiescing in, the appointment of a trustee, receiver, or liquidator of all or any substantial part of its properties.

"**Business Day**" means any day other than Saturday or Sunday on which the New York Stock Exchange is open for trading.

"**Capital Account**" means as to any Member, such Member's Capital Contributions (i) increased by his share of Net Profits and (ii) reduced by his share of (x) Net Losses and (y) distributions and withdrawals of cash or the fair market value of assets distributed to or withdrawn by such Member.

"**Capital Contributions**" means the sum of the amount of cash plus the aggregate value

of all property contributed by a Member to the capital of the Company.

"**Certificate of Formation**" means the Certificate of Formation of the Company, as the same may be further amended from time to time, as filed on or about February 20, 2018 with the Delaware Secretary of State.

"**Class A Member**" means any person identified as a Class A Member as set forth on **Appendix A** attached hereto, and any Person who has been approved as an additional or substitute Class A Member in accordance with this Agreement.

"**Class A Interests**" means the Interests issued to the Class A Members.

"**Class B Member**" means the person identified as the Class B Member as set forth on **Appendix A** attached hereto, and any Person who has been approved as an additional or substitute Class B Member in accordance with this Agreement.

"**Class B Interest**" means the Interest issued to the Class B Member.

"**Closing Capital Account Balance**" is defined in **Section 5.2** hereof.

"**Code**" means the Internal Revenue Code of 1986, as amended (or any corresponding provision of succeeding law).

"**Company**" means Advisors Equity LLC.

"**Consent**" means the prior written approval of a Person to do the act or thing for which the consent or approval is solicited, or the act of granting such consent or approval, as the context may require.

"**Damages**" means any and all damages, disbursements, suits, claims, liabilities, obligations, judgments, fines, penalties, charges, amounts paid in settlement, costs and expenses (including, without limitation, attorneys' fees and expenses) arising out of or related to litigation (pending or threatened) or any investigation or proceeding by any Governmental Authority and interest on any of the foregoing.

"**Disabling Event**" means with respect to a Person the death, incapacity, adjudication of incompetency, bankruptcy, dissolution, liquidation, resignation, withdrawal or removal of such Person.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Fair Market Value**" is defined in **Section 5.2(e)** hereof.

"**Final Closing Date**" means the date of last sale of Class A Interests.

"**Fiscal Year**" as defined in **Section 8.4** hereof.

"**Governmental Authority**" means any nation or government, any state or other political subdivision thereof and any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"**Initial Capital Contribution**" is defined in **Section 3.3(a)** hereof.

"**Interest**" means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits (including, without limitation, Net Profits and Net Losses) to which a Member may be entitled pursuant to this Agreement and under the LLC Act, together with all obligations of such Member to comply with the terms and provisions of this Agreement and the LLC Act. For purposes hereof, if any provision requires the affirmative vote or Consent of a specified percentage of Interests, such percentage shall be determined by reference to the aggregate percentages of Members casting such affirmative vote calculated at the applicable date.

"**Investment Advisers Act**" means the Investment Advisers Act of 1940, as amended.

"**Investment Company Act**" means the Investment Company Act of 1940, as amended.

"**Issuer**" means the various issuers of restricted securities acquired by the Company, which include such Issuers as Impossible Foods Inc.

"**Issuer Securities**" means the restricted equity securities issued by the Issuers.

"**LLC Act**" means the Delaware Limited Liability Company Act, as amended.

"**Majority in Interests**" means Interests representing more than fifty-one (51%) percent of the total Interests in a Class.

"**Managing Member**" means IAMC, LLC, or any other Person or Persons who succeed it in such capacity.

"**Management Fee**" means the management fee payable by the Company to the Managing

Member in an amount equal to the greater of $96,000 per Fiscal Year or one and one-half percent (1.5%) of the gross proceeds of the Offering.

"**Member**" means each of the Persons listed on Appendix A hereto, as the same may be amended from time to time by the Managing Member to reflect the admission, substitution or withdrawal of any Persons as Members of the Company.

"**Member Percentage**" has the meaning set forth in **Section 3.4**.

"**Memorandum**" means the Company's Confidential Private Placement Memorandum through which it offered the Class A Member Interests.

"**Net Profits**" and "**Net Losses**" means, with respect to any Accounting Period, net profits or net losses, as the case may be, of the Company for such Accounting Period, and items of income, gain, loss, deduction or credit entering into the computation thereof and shall include any unrealized profits and unrealized losses; provided that if, in keeping with the provisions of Treasury Regulation 1.704-1(b) and Temporary Regulation 1.704-1T(b)(4)(iv), any asset of the Company is accounted for on the Company books and in the Capital Accounts of the Members at an amount other than its adjusted basis for tax purposes, then, for purposes of accounting for such items on the Company books and in the Capital Accounts of the Members, items of income, gain, loss, deduction or credit shall be calculated based upon the carrying value of the asset on the Company books.

"**Notice**" means a writing containing information to be communicated to any Person pursuant to this Agreement.

"**Offering**" means the offer and sale of Class A Member Interests by the Company.

"**Opening Capital Account Balance**" is defined in **Section 4.1** hereof.

"**Person**" means any natural person, corporation (stock or non-stock), limited liability company, limited liability partnership, limited partnership, partnership, joint stock company, joint venture, association (profit or non-profit), company, estate, trust, bank, trust company, land trust, business trust or other organization, whether or not a legal entity, and any government agency or political subdivision thereof.

"**Portfolio Allocation Ratio**" means the percentage of the Company's funds available for investment that may be invested in securities other than Issuer Securities. The Company's initial Portfolio Allocation Ratio shall be equal to up to 25% of the total funds available for investment. Short-Term Investments shall be excluded from calculations of the Portfolio Allocation Ratio.

"**Portfolio Company**" means a Person whose securities have been acquired, directly or indirectly, in whole or in part, by the Company, other than through a Short-Term Investment.

"**Portfolio Securities**" means Issuer Securities and other securities, including Short-Term Investments in which the Company invests.

"**Reserves**" means the reserves established by the Managing Member to pay the future costs, expenses or liabilities of the Company, including, but not limited to Management Fees, as determined as necessary or appropriate in the sole discretion of the Managing Member. The Managing Member may increase or reduce any such Reserves from time to time by such amounts as the Managing Member in its discretion deems necessary or appropriate.

"**Rules and Regulations**" means the rules and regulations promulgated by the Commission under the Exchange Act and the Securities Act.

"**SEC**" means the United States Securities and Exchange Commission or any successor body.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Security**" means the meaning set forth in Section 2(1) of the Securities Act and Securities shall mean the plural of Security.

"**Short-Term Investments**" means investments in short-term liquid Securities that the Company may invest its free cash pending making investments in Portfolio Securities.

"**Subscription Agreements**" means the subscription agreements entered into by the Company and each of the Members in connection with their purchase of Member Interests in the Offering.

"**Super-Majority In Interests**" means Interests Representing more than seventy-five (75%) percent of the total Interests in a Class.

"**Transfer**" means and includes a sale, exchange, gift, encumbrance, assignment, pledge, mortgage, and other hypothecation or disposition, whether voluntary or involuntary.

"**Treasury Regulations**" means regulations adopted by the Treasury Department of the United States governing application and enforcement of the Code. Any reference to a section or provision of the Treasury Regulations shall be deemed to refer also to such section or provision as amended or superseded.

## ARTICLE 2

## THE COMPANY

2.1 Ratification of Certificate of Formation; Other Acts. The Members hereby ratify the execution and filing of the Certificate of Formation, as a result of which the Company was formed as a limited liability company pursuant to the provisions of the LLC Act. The Managing Member shall also execute and file for record any other document(s), as well as take such other action(s), as may be required in connection with the formation, operation, or dissolution of the Company.

2.2 Purposes and Business.

(a) The Company has Amended and Restated its Operating Agreement for the purpose of (i) investing in, acquiring, holding and/or selling Portfolio Securities consisting of Issuer Securities (either through direct purchase or through purchase of interests in entities the sole holdings of which are Issuer Securities) and other securities and (ii) subject to the applicable provisions of the Exchange Act and the rules and regulations promulgated thereunder and to the constitution and rules of any securities exchange on which the Portfolio Securities may be listed for trading, the carrying on of any other activity that, in the opinion of the Managing Member, may be necessary or appropriate in connection therewith or incidental thereto, including without limitation, holding and disposing of cash and investments in Short Term Investments.

(b) Notwithstanding the foregoing, no business or activities authorized by **Section 2.2(a)** shall be conducted that are forbidden by or contrary to any applicable law or to the rules or regulations lawfully promulgated thereunder, or that are forbidden by or contrary to the constitution, rules, regulations, by-laws, decisions and practices of any securities exchange on which the Portfolio Securities may be listed for trading, or to the constitution or rules of any other association or governmental body with jurisdiction over the Company (or any Affiliate of the Company). If any of the terms, conditions or other provisions of this Agreement shall be in conflict with any of the foregoing, such terms, conditions or other provisions shall be deemed modified so as to conform therewith.

2.3 Principal Office; Registered Office.

(a) The principal office of the Company shall be located at 5965 Ashford Ln, Naples, FL 34110, or such other location as the Managing Member shall determine. The Company may have such additional offices as the Managing Member shall deem advisable.

(b) The Company has its registered office in the State of Delaware, and has a service company as its registered agent at its registered office for service of process in the State of Delaware, unless a different registered office or agent is designated from time to time by the Managing Member in accordance with the LLC Act.

2.4 Taxation. The Members intend that the Company shall each be taxed as a "partnership" for federal, state, local and foreign income tax purposes. The Members agree to take all reasonable actions, including but not limited to, the amendment of this Agreement and the execution of other documents, as may reasonably be required in order for the Company to qualify for and receive "partnership" tax treatment for income tax purposes and agree not to take any actions inconsistent therewith.

## ARTICLE 3
## MEMBERS CAPITAL CONTRIBUTIONS

3.1 Admission of Members.

(a) Each Person desiring to become a Class A Member shall deliver to the Managing Member a fully executed Subscription Agreement together with the full purchase price for the Class A Interests subscribed for, which shall bind such Person and the Company upon acceptance and execution by the Managing Member with respect to such number of Class A Interests subscribed for as shall be accepted by the Managing Member. The Managing Member may, in its sole discretion, accept or reject subscriptions for Class A Interests.

(b) Additional Class A Members may be accepted and additional Class A Interests issued until the Final Closing Date.

(c) IAMC, LLC shall be the Class B Member. No additional Class B Interests have been issued.

3.2 Members.

(a) Each Member's name and address, Class of Interests and Capital Contributions shall be set forth on **Appendix A**. Each Class of Members shall have such relative rights, powers, preferences and limitations, as are set forth in this Agreement. The Managing Member shall amend **Appendix A** from time-to-time without the consent of any other Member to include additional Members or to reflect any change in the identity of a Member and to delete Members that have withdrawn from the Company, in each case, as permitted by this Agreement.

(b) Each Class A Member shall be an "**accredited investor**" as that term is defined in Rule 501 of Regulation D under the Securities Act.

(c) In no event shall the total number of beneficial owners of Interests exceed 100, as determined in accordance with Section 3(c)(1) of the Investment Company Act and Section 1.77041(h)(3) of the Treasury Regulations, which provides, in general, that under certain circumstances a Person indirectly owning an Interests through a partnership, a grantor trust or an S corporation shall be treated as a single Member.

3.3 Capital Contributions.

(a) Initial Capital Contributions. A Member's initial capital contribution (the "**Initial Capital Contribution**") shall be the amount of cash contributed by such Person to the capital of the Company upon such Person's admission as a Member. With respect to Class A Members, the Initial Capital Contribution shall be equal to the amount paid for their Class A Interests in the Offering. The Class B Member shall have no obligation to make any Capital Contribution to the Company for its Class B Interest. The Class B Interest issued hereby shall constitute "profits interests" as that term is defined in Internal Revenue Service Procedure 93-27, 1993-2 CB 343, and the distribution provisions of this Agreement shall be interpreted in a manner consistent with such definition. The Initial Capital Contribution of each Member shall be made in cash and shall be listed opposite such Member's name on **Appendix A** hereof, as such appendix may be amended from time to time by the Managing Member.

(b) Additional Capital Contributions. No Member shall be required to make any additional Capital Contributions ("**Additional Capital Contributions**") to the Company. A Member shall be permitted, with the consent of the Managing Member, to make Additional Capital Contributions in an amount deemed appropriate by the Managing Member in cash at any time that the Managing Member determines in its sole and absolute discretion. At any time that Additional Capital Contributions are accepted pursuant to this **Section 3.3(b)**, the Managing Member shall end the prior Accounting Period on the day prior to the date of the acceptance of the Additional Capital Contributions, and commence a new period on the date of such acceptance, and upon such acceptance, the Membership Percentages (defined below) shall be adjusted and reallocated based upon the Capital Accounts of the respective Members.

3.4 Member Percentage. There shall be established for each Member, as of the first day of each Accounting Period, with respect to each Class in which he is a Member a member percentage for such Accounting Period (the "**Member Percentage**"). The Member Percentage of a Member for such Accounting Period shall mean the percentage ownership of a Member, of a particular Class of Interests, which percentage shall be determined by dividing the then-current Capital Account of such Member for such Class by the sum of all Capital Accounts of all Members of that Class. The sum of the Member Percentages of all Members of the Class, for each Accounting Period shall be equal to one hundred percent (100%).

## ARTICLE 4
## CAPITAL ACCOUNTS

4.1 Opening Capital Accounts. The Company shall establish and maintain a capital account (the "**Capital Account**") for each Member. For each Accounting Period during the term of this Agreement, the Company shall establish for each Member an opening Capital Account Balance

(the "**Opening Capital Account Balance**") and a Closing Capital Account Balance. The initial Opening Capital Account Balance of each Member shall be equal to such Member's Initial Capital Contribution. The Opening Capital Account Balance of a Member for each Accounting Period subsequent to the Accounting Period in which such Member was admitted to the Company shall be an amount equal to the Closing Capital Account Balance of such Member, determined in accordance with **Section 4.2**, for the immediately preceding Accounting Period plus the amount of any Additional Capital Contributions made by such Member pursuant to **Section 2.8(c)** hereto as of the beginning of such subsequent Accounting Period. Capital Accounts are intended to be maintained hereunder, to the extent consistent with the terms of this Agreement, in accordance with Code Sections 704(b) and (c) and the Treasury Regulations thereunder.

4.2 Closing Capital Account Balance. There shall be established for each Member on the books of the Company as of the last day of each Accounting Period, a closing Capital Account Balance for such Accounting Period (the "**Closing Capital Account Balance**"). Each Members Opening Capital Account Balance shall be (a) increased by the amount of any Additional Capital Contributions, (b) decreased by the amount of the Fees allocable to such Member's Capital Account, (c) increased or decreased for allocations pursuant to **Section 5.1**, and then for distributions pursuant to **Section 5.2** and (d) decreased for the amount of any withdrawals pursuant to **Section 9.9**, in each case in respect of such Accounting Period.

4.3 Other Capital Account Provisions. With respect to the Capital Account of any Member:

(a) No Member shall have any liability to restore all or any portion of any negative Capital Account.

(b) No Member shall be paid interest on the balance of its Capital Account at any time.

(c) A Member shall not be required to make any Capital Contributions to the Company other than as provided in this Agreement or to lend any funds to the Company.

(d) Except as otherwise provided in this Agreement, no Member shall have any right to demand or receive (i) any cash, Portfolio Securities or Company assets in return of its Capital Contribution or the balance of its Capital Account in respect of its Interest until the dissolution of the Company or (ii) any distribution from the Company in any form other than cash.

(e) If an Interest is transferred as permitted by this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account relates to the transferred Interest in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(l).

(f) A creditor who makes a nonrecourse loan to the Company shall not have or acquire at any time, solely as a result of making the loan, any direct or indirect interest in the profits, capital or property of the Company, other than as a creditor or secured creditor, as the case may be, and the rights of such creditor shall be determined by the terms and conditions of the agreement(s) entered into between the Company and such creditor in connection with the making of such advance(s).

(g) Loans by Members to the Company shall not be considered Capital Contributions. If any Member advances funds to the Company in excess of his Capital Contribution, such advances shall not increase the Capital Account balance of such Member. The amount of any such advances shall be a debt of the Company to such Member and shall be payable or collectible only out of Company assets in accordance with the terms and conditions upon which such advances are made.

4.4 Adjustments to Capital Accounts.

(a) Notwithstanding anything contained herein to the contrary, except for **Section 4.4(b)**, the manner in which Capital Accounts are maintained shall be modified, if necessary, in the opinion of the Managing Member, to comply with applicable law, provided that no such change shall materially alter the economic agreement among the Members as embodied in this Agreement.

4.5 Limitations on Withdrawal of Capital. Except as expressly provided in this Agreement or as otherwise consented to by the Managing Member at its sole discretion, no Member shall: (a) have the right to withdraw or receive any return on such Member's Capital Contributions, or any claim to any Company capital prior to the termination of the Company pursuant to **Article 9**;

(b) have any right to demand and receive any asset other than cash in return for such Member's Capital Contributions;

(c) be liable to any other Member for the return to such Member of such Member's Capital Contributions, or any portion thereof (except as otherwise expressly required under the LLC Act), it being expressly understood that such return shall be made solely from Company assets; or

(d) have any claim to distributions (whether of cash or property) or other payments or consideration from or resulting from the liquidation of any assets that are attributable to an Interest other than the Interests held by such Member.

4.6 Return of Unutilized Capital Contributions. If the Managing Member determines that a proposed investment in Portfolio Securities in respect of which Members have made Capital

Contributions will not be consummated, the Managing Member shall refund to the Members that made such Capital Contributions the amounts of such Capital Contributions. If the Managing Member determines that a proposed investment in Portfolio Securities in respect of which Members have made Capital Contributions will not require the full amount of Capital Contributions made therefor, the Managing Member shall refund to the Members that made such Capital Contributions, pro rata to the amounts of such Capital Contributions, the amount of such Capital Contributions which exceeds the portion required to consummate such investment in Portfolio Securities. The foregoing provisions of this **Section 4.6** to the contrary notwithstanding, the Managing Member may retain amounts otherwise subject to refund in whole or in part to the extent the Managing Member determines in good faith that such amount will be applied to another investment in Portfolio Securities.

## ARTICLE 5
## ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocations of Net Profits and Net Losses

(a) General Rule. Except as provided in **Section 5.1(b)** or elsewhere in this Agreement, Net Profits and Net Losses for any Accounting Period shall be allocated among the Members in a manner such that the Capital Account of each Member, immediately after giving effect to such allocation, is, as nearly as possible, equal (proportionately) to the amount equal to the distributions that would be made to such Member during such Accounting Period pursuant to **Section 5.2**, if (i) the Company were dissolved and terminated; (ii) its affairs were wound up and each Company asset was sold for cash equal to its Fair Market Value; (iii) all Company liabilities were satisfied; and (iv) the net assets of the Company were distributed in accordance with **Section 10.4** to the Members immediately after giving effect to such allocation. The Managing Member may, in its discretion, make such other assumptions (whether or not consistent with the above assumptions) as it deems necessary or appropriate in order to effectuate the intended economic arrangement of the Members.

(b) Allocations Relating to Last Fiscal Year. Except as otherwise provided elsewhere in this Agreement, if upon the dissolution and termination of the Company pursuant to **Article 10** and after all other allocations provided for in **Section 5.1** have been tentatively made as if this **Section 5.1(b)** were not in this Agreement, a distribution to the Members under **Article 10** would be different from a distribution to the Members under **Section 5.2**, then Net Profits (and items thereof) and Net Losses (and items thereof) for the Fiscal Year in which the Company dissolves and terminates pursuant to **Article 10** shall be allocated among the Members in a manner such that the Capital Account of each Member, immediately after giving effect to such allocation, is, as nearly as possible, equal (proportionately) to the amount of the distributions that would be made to such Member during such last Fiscal Year pursuant to **Section 5.2**. The Managing Member may, in its discretion, apply the principles of this **Section 5.1(b)** to any Fiscal Year preceding the

Fiscal Year in which the Company dissolves and terminates (including through application of Section 761(e) of the Code) if delaying application of the principles of this **Section 5.1(b)** would likely result in distributions under **Article 10** that are materially different from distributions under **Section 5.2** in the Fiscal Year in which the Company dissolves and terminates.

5.2 Special Allocations.

(a) The following special allocations shall be made in the following order:

(i) Minimum Gain Chargeback. Notwithstanding any other provision of this **Article 5**, if there is a net decrease in Company minimum gain (as defined in Treasury Regulations Sections 1.704-2(b)(2) and (d)) during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to the portion of such Member's share of the net decrease in Company minimum gain, determined in accordance with Treasury Regulations Sections 1.704-2(f) and (g). This **Section 5.2(c)(i)** is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith.

(ii) Member Minimum Gain Chargeback. Notwithstanding any other provision of this **Article 5**, if there is a net decrease in Company nonrecourse debt minimum gain attributable to a Member nonrecourse debt (as defined in Treasury Regulation Section 1.704-2(i)) during any Fiscal Year, the Members shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to the portion of such Member's share of the net decrease in Member nonrecourse debt minimum gain attributable to such Member's nonrecourse debt, determined in accordance with Treasury Regulation Section 1.704-2(i). This **Section 5.2(c)(ii)** is intended to comply with the minimum gain chargeback requirement in such section of the Treasury Regulations and shall be interpreted consistently therewith.

(iii) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit, if any, in such Member's Capital Account (as determined under Treasury Regulations Section 1.704-1) as quickly as possible, provided that an allocation pursuant to this subsection 3.5(a)(iii) shall be made only if and to the extent that such Member would have such Capital Account deficit after all other allocations provided for in **Sections 5.1** and **5.2** have been tentatively made as if this **Section 5.2(c)(iii)** were not in this Agreement. This **Section 5.2(c)(iii)** is intended to comply with the qualified income offset provisions in Treasury Regulations Section 1.704-

1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(iv) Gross Income Allocation. In the event any Member has a deficit balance in such Member's Capital Account (as determined after crediting such Capital Account for any amounts that such Member is obligated to restore or is deemed obligated to restore pursuant to Treasury Regulations Section 1.704-2), items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate such deficit (as so determined) of such Member's Capital Account as quickly as possible; provided that an allocation pursuant to this **Section 5.2(c)(iv)** shall be made only if and to the extent that such Member would have such Capital Account deficit (as so determined) after all other allocations provided for in **Sections 5.1** and **5.2** (other than **Section 5.2(c)(iii)**) have been tentatively made as if this **Section 5.2(c)(iv)** were not in this Agreement.

(v) Loss Allocation Limitation. No allocation of Net Losses (or items thereof) shall be made to any Member to the extent that such allocation would create or increase a deficit in such Member's Capital Account (as determined after debiting such Capital Account for the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4),(5) and (6) and crediting such Capital Account for any amounts that such Member is obligated to restore or is deemed obligated to restore pursuant to Treasury Regulations Section 1.704-2.

(b) Allocation Periods. In each Fiscal Year of the Company, Net Profits (and items thereof) and Net Losses (and items thereof) shall be allocated:

(i) at the time of any distribution pursuant to **Section 5.3**, for the period commencing on the later of (x) the first day of such Fiscal Year and (y) the date of the most recent prior distribution in such Fiscal Year, and ending on the date immediately preceding such distribution; and

(ii) as of the last day of each Fiscal Year of the Company, for the period commencing on the later of (x) the first day of such Fiscal Year and (y) the date of the most recent prior distribution in such Fiscal Year, and ending on such last day.

(c) Transfer of or Change in Interests. The Managing Member is authorized to adopt any convention or combination of conventions likely to be upheld for federal income tax purposes regarding the allocation and/or special allocation of items of Company income, gain, loss, deduction and expense with respect to a newly issued Member Interest, a transferred Member Interest and a withdrawn Member Interest. A transferee of an Interest in the Company shall succeed to the Capital Account of the transferor Member to the extent it relates to the transferred Interest.

(d) Syndication and Organization Expenses. Syndication and organization expenses (as defined in Section 709(a) of the Code) for any Fiscal Year shall be allocated to the Capital Accounts of the Members so that, as nearly as possible, the cumulative amount of such expenses allocated with respect to each Member corresponds to the amount paid by such Member.

5.3 Tax Allocations.

(a) General Rules. Except as otherwise provided in **Section 5.3(b)**, items of income, gain, loss, deduction and credit realized by the Company shall, for each fiscal period, be allocated, for federal, state and local income tax purposes, among the Members in the same manner as the Net Profits (or items thereof) or Net Losses (or items thereof) of which such items are components were allocated pursuant to **Sections 5.1** and **5.2**, subject, however, to any adjustment required to comply with the Treasury Regulations promulgated under Section 704 of the Code, including any adjustment arising as a result of the special tax allocations set forth in **Section 5.3(b)** below.

(b) Section 704(c). (i) Income, gains, losses and deductions, with respect to any property (other than cash) contributed or deemed contributed to the capital of the Company shall, solely for income tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its Fair Market Value at the time of the contribution in accordance with Section 704(c) of the Code and the Treasury Regulations promulgated thereunder. Such allocations shall be made in such manner and utilizing such permissible tax elections as determined in the sole and absolute discretion of the Class A Members.

(ii) If there is a revaluation of Company property, subsequent allocations of income, gain, loss and deduction with respect to such property shall be allocated among the Members so as to take account of any variation between the adjusted tax basis of such property to the Company for federal income tax purposes and its Fair Market Value in accordance with Section 704(c) of the Code and the Treasury Regulations promulgated thereunder. Such allocations shall be made in such manner and utilizing such permissible tax elections as determined in the sole and absolute discretion of the Managing Member.

(c) Capital Accounts Not Affected. Allocations pursuant to this **Section 5.3** are solely for federal, state and local tax purposes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or allocable share of Net Profits (or items thereof) or Net Losses (or items thereof).

(d) Tax Allocations Binding. The Members acknowledge that they are aware of the tax consequences of the allocations made by this **Section 5.3** and hereby agree to be bound by the provisions of this **Section 5.3** in reporting their respective shares of items of Company income, gain, loss, deduction and expense.

5.4 Determinations by Managing Member.

(a) All matters concerning the computation of Capital Accounts, the allocation of items of Company income, gain, loss, deduction and expense for all purposes of this Agreement and the adoption of any accounting procedures not expressly provided for by the terms of this Agreement shall be determined by the Managing Member in its sole discretion. Such determinations shall be final and conclusive as to all the Members absent manifest error. Without in any way limiting the scope of the foregoing, if and to the extent that, for income tax purposes, any item of income, gain, loss, deduction or expense of any Member or the Company is constructively attributed to, respectively, the Company or any Member, or any contribution to or distribution by the Company or any payment by any Member or the Company is recharacterized, the Managing Member may, in its sole discretion and without limitation, specially allocate items of Company income, gain, loss, deduction and expense and/or make correlative adjustments to the Capital Accounts of the Members in a manner so that the net amount of income, gain, loss, deduction and expense realized by each relevant party (after taking into account such special allocations) and the net Capital Account balances of the Members (after taking into account such special allocations and adjustments) shall, as nearly as possible, be equal, respectively, to the amount of income, gain, loss, deduction and expense that would have been realized by each relevant party and the Capital Account balances of the Members that would have existed if such attribution and/or recharacterization and the application of this sentence of this **Section 5.4** had not occurred. Notwithstanding anything expressed or implied to the contrary in this Agreement, in the event the Managing Member shall determine, in its sole discretion, that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to effectuate the intended economic sharing arrangement of the Members, the Managing Member may make such modification.

5.5 Section 7701 Election. It is the intention of the Members that the Company be treated as a partnership for federal income tax purposes. The Tax Matters Partner shall be authorized to make a protective election for the Company to be treated as a partnership for federal income tax purposes or IRS Form 8832, Entity Classification Election, in the manner described in Section 301.7701-3(c) of the Treasury Regulations. By executing this Agreement, each of the Members hereby consents to any election made by the Tax Matters Partner on behalf of the Company to be treated as a partnership for federal income tax purposes.

5.6 Substantial Economic Effect. It is the intention of the Members that the allocations hereunder shall be deemed to have "**substantial economic effect**" within the meaning of Section 704 of the Code and Treasury Regulation 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Treasury Regulations thereunder, then Section 704 of the Code and the Treasury Regulations shall be deemed to override the contrary provisions hereof. If Section 704 or the Treasury Regulations at any time

require that limited liability company operating agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein, and the Members shall amend the terms of this Agreement to add such provisions, and any such amendment shall be retroactive to whatever extent required to create allocations with a substantial economic effect.

5.7 Distributions.

(a) Generally. The Managing Member, in its sole discretion, shall have the right, but not the obligation, to distribute Available Cash, Portfolio Securities or other Company assets to the Members, after the payment of Fees and the setting aside the Reserves. Any distributions shall be made in the following proportions and priorities:

(i) Return of Capital. First, to the Class A Members in accordance with their Member Percentages until such Class A Members have received pursuant to this **Section 5.7(a)(i)** cumulative distributions in an amount equal to each such Class A Member's Capital Contributions; second

(ii) an additional 10% of each Class A Member's Capital Contributions; and

(iii) thereafter, 80% to the Class A Members in accordance with their Member Percentages and 20% to the Manager as the Class B Member.

(b) Notwithstanding **Section 5.7(a)**, above, the Managing Member may, unless restricted or prohibited by the LLC Act and/or any agreement with any lender or other investor, make, at least annually, distributions to those Members to whom allocations of Net Profits have been made by the Company in an amount that is deemed by the Managing Member sufficient to pay the combined estimated federal and state income tax liability of such Members resulting solely from inclusion of the operating results of the Company on the personal tax returns of such Members using an assumed combined state and federal income tax rate of thirty-five percent (35%). The Managing Member shall not be required to consider the personal circumstances of the Members in making a determination of the estimated combined federal and state income tax liability of the Members, and shall make an assumption as to the "tax bracket" applicable to the Members as a group as provided. The amount of any distribution made to a Member pursuant to this **Section 5.2(b)** shall be deducted from the amount of any current or future distributions that would otherwise be made to such Member pursuant to this **Article 5** or **Section 10.4**.

(c) Withholding. The Managing Member may withhold from distributions to any Member any amount required to be withheld pursuant to the Code or any other law, rule or regulation. Any amount so withheld shall be treated as a distribution to the affected Member.

(d) Distributions in Kind. In the event the Managing Member determines to make a distribution of Portfolio Securities to Members, which such determination shall be in the Managing Member's sole discretion, each such Member shall agree to take such Portfolio Securities subject to and will be fully bound by the terms of any agreements applicable to the Portfolio Securities to which the Company is a party or is otherwise bound, including without limitation any lock-up or holdback agreements, and each Member agrees to execute and deliver such instruments in order to effectuate the foregoing as the Managing Member shall request. If property other than cash is distributed to the Members then, for all purposes of this Agreement, including, without limitation, for the purpose of charging the Members' Capital Accounts, such property shall be valued at its Fair Market Value as determined by the Managing Member (as defined below) and any unrealized gain or loss inherent in such property and not previously taken into account in computing Net Profits or Net Losses shall be credited or charged, as the case may be, to the Capital Accounts of Members in accordance with the provisions of **Section 5.1** above.

(e) Fair Market Value of Securities. For purposes of this Agreement, the "**Fair Market Value**" of Portfolio Securities shall mean with respect to:

(i) Portfolio Securities which are traded on a national securities or futures exchange or on any NASDAQ market and for which market quotations are readily available, the last reported sale price for such Portfolio Securities on the date of determination, or, if no reported sale occurred on such date, the closing "bid" prices if held "long" by the Company and the closing "asked" prices if sold "short" by the Company, or if no such prices were quoted on such date, the Fair Market Value assigned reasonably and in good faith by the Managing Member;

(ii) Portfolio Securities which are not listed or admitted to trading on any national securities exchange or quoted on any NASDAQ market, their closing "bid" prices if held "long" by the Company and their closing "asked" prices if sold "short" by the Company in each case quoted on such date for sale by NASDAQ or, if not quoted by NASDAQ, as quoted in a recognized list for over-the-counter securities, or if no such prices were quoted on such date, the Fair Market Value assigned reasonably and in good faith by the Managing Member; and

(iii) all other Portfolio Securities, the value determined for such Portfolio Securities by the Managing Member reasonably and in good faith. Notwithstanding the foregoing, if the Managing Member, in its sole discretion, should determine reasonably and in good faith that special circumstances exist whereby the Fair Market Value of any Portfolio Securities should be determined in a manner other than as set forth in clauses (i), (ii) and (iii) of this **Section 5.7(e)**, the "Fair Market Value" of such Portfolio Securities shall mean the value so determined by the Managing Member. In the event that the

Managing Member, in its discretion, elects to accept Capital Contributions in the form of Portfolio Securities, such Portfolio Securities shall be valued at the closing price of such contributed Portfolio Securities on the last trading day immediately preceding the date of contribution, to the extent available or, if not available, in accordance with the other provisions of this **Section 5.7(e)**.

5.8 Final Distribution. The final distributions following dissolution of the Partnership shall be made in accordance with the provisions of **Section 10.4**.

## ARTICLE 6
## MANAGEMENT

6.1 Managing Member. The management of the Company shall be vested exclusively in the Managing Member which shall continue to serve as a Managing Member until its resignation or removal pursuant to **Section 6.6** hereof. In the event of its resignation, the Managing Member shall have the right to appoint a replacement Managing Member. Any replacement Managing Member shall continue to serve as a Managing Member until such Person's resignation or removal pursuant to **Section 6.6** hereof.

6.2 Management Authority of the Managing Member.

(a) Subject to the terms and conditions of this Agreement, the management of the Company will be vested exclusively in the Managing Member, and the Managing Member will have full control over the business and affairs of the Company. The Managing Member will have the sole, full and exclusive right, power and authority on behalf and in the name of the Company to carry out any and all of the objects and purposes of the Company and to perform all acts and perform all contracts and other undertakings that, in its sole and absolute discretion, it deems necessary or advisable or incidental thereto.

(b) Subject to the limitations set forth in this Agreement, the Managing Member may perform or cause to be performed all management and operational functions relating to the operations of the Company. Without limiting the generality of the foregoing, the Managing Member is authorized on behalf of the Company, without the consent of or notice to any other Member, to:

(i) subject to the Portfolio Allocation Ratio, direct the formulation of investment policies and strategies for the Company, including, but not limited to, investing and reinvesting in Portfolio Securities, disposing of Portfolio Securities, and other activities related thereto, to maximize capital appreciation; provided, however, that nothing herein shall limit the Company's ability to hold any portion of its assets at any time in cash or other Short-Term Investments;

(ii) enter into discussions and negotiations, including with management of the Issuer, shareholders of the Issuer, Persons with business or other financial relationships or interests in the Issuer, or any other Third-Party regarding the acquisition or disposition of Portfolio Securities and other transactions;

(iii) invest in Short-Term Investments;

(iv) open, maintain and close bank accounts and draw checks or other orders for the payment of monies;

(v) open, maintain and close accounts, including margin accounts, with brokers, dealers and others, or any of its Affiliates, and issue all instructions regarding Portfolio Securities and/or money therein;

(vi) deposit, withdraw, pay, retain and distribute the Company's assets in any manner consistent with the provisions of this Agreement, including to purchase, sell, invest in, trade or dispose of Portfolio Securities even if the Related Brokerage Firm, or any successor entity, has acted as underwriter or placement agent of an issuer of the applicable Portfolio Securities;

(vii) pay, or otherwise cause the payment of, distributions to the Members and expenses of the Company;

(viii) engage attorneys, accountants, or such other professionals as the Managing Member may deem necessary or advisable;

(ix) engage appraisers or such other professionals to provide valuations of Portfolio Securities;

(x) organize or participate and invest in one or more joint ventures, partnerships (limited or general), corporations, limited liability companies or other entities, whether or not controlled by the Company, and any other business approved by the Managing Member as incidental to the principal purposes and objectives of the Company;

(xi) to appoint a Tax Matters Partner to make any elections on behalf of the Company under the Code or any other applicable federal, state or local tax law as the Tax Matters Partner shall determine to be in the best interests of the Company;

(xii) withhold and pay all taxes, licenses, or assessments or whatever kind or nature imposed upon or against the Company, and for such purposes to make such returns and do all other such acts or things as are necessary or advisable;

(xiii) withhold and pay to any governmental authority any amount required to discharge any legal obligation of the Company to withhold or make payments with respect to the federal, state or local tax liability of any Member;

(xiv) do any and all acts on behalf of the Company and exercise all rights of the Company with respect to its interest in any Person, including the voting of Portfolio Securities, participation in arrangements with creditors, the institution and settlement or compromise of suits and administrative proceedings and other like or similar matters;

(xv) organize one or more corporations formed to hold record title, as nominee for the Company, to Portfolio Securities or funds of the Company;

(xvi) commence and defend actions and proceedings at law or in equity before any governmental, administrative or other regulatory body or commission;

(xvii) authorize any manager, officer, employee or other agent of the Managing Member or agent or employee of the Company or Managing Member to act for or on behalf of the Company in all matters incidental to the foregoing;

(xviii) vote on behalf of the Company by proxy, consent or otherwise Portfolio Securities owned by the Company;

(xix) enter into, make and perform such contracts, agreements, documents, certifications, joint venture arrangements and instruments of any kind as it may deem necessary or advisable for the conduct of the affairs of the Company;

(xx) sell Portfolio Securities short and cover such sales and engage in other hedging strategies as determined by the Managing Member;

(xxi) establish Reserves;

(xxii) lend funds, Portfolio Securities and other Company assets either with or without security;

(xxiii) have and maintain one or more offices within or without the State of Florida and do such things as may be necessary or advisable in connection with the maintenance of such office or offices;

(xxiv) cause the Company to raise capital by offering Class A Interests, or causing Class A Interests to be offered and sold, in accordance with the provisions hereof and the Subscription Agreements and to admit Members to the Company from time to time on a "rolling admission" basis;

(xxv) waive or reduce, in whole or in part, any notice period, minimum amount requirement, or other limitation or restriction imposed on Capital Contributions, withdrawals of capital, any fee, any special distribution to the Managing Member and/or any requirement imposed on a Member by this Agreement, regardless of whether such notice period, minimum amount, limitation, restriction, withdrawal provision, fee, special distribution or other requirement of this Agreement, or the waiver or reduction thereof, operates for the benefit of the Company, the Managing Member or fewer than all the Members; and

(xxvi) carry on any other activities necessary or incidental to, or in connection with, any of the foregoing or the Company's business.

All determinations and judgments made by the Managing Member in good faith and in accordance with the terms of this Agreement shall be conclusive and binding on all Members.

6.3 Compensation of the Managing Member; Fees and Expenses.

(a) The Company shall pay to the Managing Member, as compensation for the services of the Managing Member to the Company, the Management Fee. The Managing Member, in its sole discretion, may waive or reduce the Management Fee with respect to one or more Members for any period of time, or agree to apply a different Management Fee for that Member (all such arrangements in the form of a rebate or otherwise).

(b) In addition, the Company shall reimburse the Managing Member for any reasonable expenses incurred by the Managing Member in connection with the operation or affairs of the Company.

(c) In connection with the Offering of the Class A Interests, the placement agent (the "**Placement Agent**") will receive fees based upon the gross proceeds of the Offering as described in the Memorandum.

6.4 Management Authority of the Members. Only the Managing Member shall have the authority to bind the Company. No action of any Class A Member in its capacity as a Class A Member shall bind the Company, and each Class A Member shall indemnify the Company for any costs or damages incurred by the Company as the result of any unauthorized action of such Class A Member.

6.5 Resignation, Withdrawal or Removal of a Managing Member.

(a) The Managing Member may resign or withdraw at any time by giving thirty (30) days' prior written notice to the Company. The resignation of the Managing Member shall

take effect upon the expiration of thirty days from the date of receipt of such notice or at any later time specified in such notice. Unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. The Managing Member's resignation or withdrawal shall not dissolve or terminate the Company but rather a successor Managing Member shall be appointed by the Managing Member to serve as, and to perform, the duties of the Managing Member hereunder effective upon such resignation or withdrawal. Any successor Managing Member(s) shall have the same rights, duties and obligations as the Managing Member has with respect to the Company.

(b) The Managing Member may be removed at any time by Super-Majority Vote of the Members entitled to vote to remove a Managing Member under this Agreement. The removal of a Managing Member shall not affect its rights as a Member, if applicable, and shall not constitute its withdrawal or expulsion as a Member. In the event of the removal of the Managing Member by Members, the Members shall have ninety (90) days to appoint a successor Managing Member or Managing Members by majority vote of the Members.

(c) The bankruptcy or insolvency of a Managing Member shall not dissolve or terminate the Company but rather a successor Managing Member or Managing Members shall be appointed by the Managing Member to serve as and to perform the duties of the Managing Member hereunder effective upon such applicable event. Any successor Managing Member(s) shall have the same rights, duties and obligations as the Managing Member has with respect to the Company.

6.6 Duties of Managing Member.

The Managing Member shall perform its duties as Managing Member in good faith and with that degree of care that an ordinarily prudent Person in a like position would use under similar circumstances. In performing such duties, each Managing Member shall be entitled to rely on information, opinions, reports, or statements (including, without limitation, financial statements and other financial data) in each case prepared by:

(a) one or more agents or employees of the Company;

(b) counsel, public accountants, or other Persons as to matters that the Managing Member believes to be within such Person's professional or expert competence; or

(c) any other Managing Member,

so long as, in so relying, such Managing Member shall be acting in good faith and with the degree of care specified above. However, a Managing Member shall not be considered to be acting in good faith in so relying if such Managing Member has knowledge of the matter in question that would cause such reliance to be unwarranted.

6.7 Interested Managing Member(s). No contract or other transaction between the

Company and a Managing Member, or between the Company and any other Person in which a Managing Member is a manager, officer, or director, or has a substantial financial interest, shall be either void or voidable if such contract or transaction is approved by the Members, or was fair and reasonable to the Company in accordance with the LLC Act.

6.8 Limitation on Liability.

(a) General. None of the Managing Member, any Affiliates of the Managing Member, any officer, director, stockholder, member, partner, employee, agent or assign of the Managing Member or any of their respective Affiliates, officers, directors, stockholders, members, partners, employees, agents or assigns or any Person who was, at the time of the act or omission in question, such a Person (collectively, the "**Related Persons**"), shall be liable, responsible or accountable, whether directly or indirectly, in contract, tort or otherwise, to the Company, any Portfolio Company, any other Person in which the Company has a direct or indirect interest or any Member (or any Affiliate thereof) for any Damages asserted against, suffered or incurred by the Company, any Portfolio Company, any other Person in which the Company has a direct or indirect interest or any Member (or any of their respective Affiliates) arising out of, relating to or in connection with any act or failure to act pursuant to this Agreement or otherwise with respect to:

(i) the management or conduct of the business and affairs of the Company, any Portfolio Company, any other Person in which the Company has a direct or indirect interest or any of their respective Affiliates (including, without limitation, actions taken or not taken by any Related Person as a director of any Person in which the Company has a direct or indirect interest or any Affiliates of such Person);

(ii) the offer and sale of Class A Interests in the Company; and

(iii) the management or conduct of the business and affairs of any Related Person insofar as such business or affairs relate to the Company, any Portfolio Company, any other Person in which the Company has a direct or indirect interest or to any Member in its capacity as such, including, without limitation, all:

(A) activities in the conduct of the business of the Company, any Portfolio Company and any other Person in which the Company has a direct or indirect interest, whether or not the same as any specific activities or within any category, class or type of activities disclosed in the Memorandum, and

(B) activities in the conduct of other business engaged in by the Company, any Portfolio Company and any other Person in which the Company has a direct or indirect interest it (or them) which might involve a conflict of interest with respect to the Company, any Portfolio Company, any other Person in which the

Company has a direct or indirect interest or any Partner (or any of their respective Affiliates) or in which any Related Person realizes a profit or has an interest, except, in each case, Damages resulting from acts or omissions of such Related Person which were taken or omitted in bad faith or constituted intentional misconduct, a knowing violation of law and, constituted gross negligence or a material breach of this Agreement.

(b) Conflicts of Interest. For purposes of this Agreement, no action or failure to act on the part of any Related Person in connection with the management or conduct of the business and affairs of such Related Person or any other Related Person and other activities of such Related Person which involve a conflict of interest with the Company, any Portfolio Company, any other Person in which the Company has a direct or indirect interest or any Member (or any of their respective Affiliates) or which are specified in or contemplated by the Memorandum or in which such Related Person realizes a profit or has an interest shall constitute, per se, bad faith, gross negligence, intentional misconduct, a material breach of this Agreement or a knowing violation of law.

(c) Employees and Agents. Notwithstanding the foregoing provisions of this Section 6.8, no Related Person shall be liable to the Company, any Portfolio Company, any other Person in which the Company has a direct or indirect interest or any Member (or any Affiliate thereof) for any action taken or omitted to be taken by any other Related Person.

(d) Reliance on Third Parties. Any Related Person may (in its own name or in the name of the Company) consult with counsel, accountants, appraisers and other professional advisors in respect of the affairs of the Company, any Portfolio Company, any other Person in which the Company has a direct or indirect interest and each Related Person shall be deemed not to have acted in bad faith or with gross negligence or to have materially breached this Agreement or engaged in intentional misconduct with respect to any action or failure to act and shall be fully protected and justified in so acting or failing to act, if such action or failure to act is in accordance with the advice or opinion of such counsel, accountants, appraisers or other professional advisors, except for actions or failures to act by such Related Person which constitute a knowing violation of law, provided that such advisors were selected with reasonable care.

(e) Reliance on This Agreement. To the extent that, at law or in equity, the Managing Member has duties (including fiduciary duties) and liabilities relating thereto to the Company or to another Member, the Managing Member acting under this Agreement shall not be liable to the Company or to any such other Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they expand or restrict the duties and liabilities of the Managing Member otherwise existing at law or in equity, are agreed by the Members to modify to that extent such other duties and liabilities of the Managing Member.

6.9 Indemnification by Company.

(a) The Company shall, to the maximum extent permitted by applicable law, indemnify and hold harmless all Related Persons and the Company and each Member shall release each Related Person, to the fullest extent permitted by applicable law, from and against any and all Damages, including, without limitation, Damages incurred in investigating, preparing or defending any action (including any action to enforce this **Section 6.9**), claim, suit, inquiry, proceeding, investigation or appeal taken from any of the foregoing by or before any court or other Governmental Authority, whether pending or threatened, whether or not a Related Person is or may be a party thereto, which, in the good faith judgment of the Managing Member, arise out of, relate to or are in connection with this Agreement or the management or conduct of the business or affairs of the Managing Member, the Company, any Portfolio Company, any other Person in which the Company has a direct or indirect interest or any of their respective Affiliates (including, without limitation, actions taken or not taken by any Related Person as a director of any Person in which the Company has a direct or indirect interest or any Affiliates of such Person or activities of any Related Person which relate to the offering and selling of Class A Interests), except for any such Damages that are finally found by a court of competent jurisdiction to have resulted primarily from the bad faith, gross negligence or intentional misconduct of, or material breach of this Agreement or knowing violation of law by, the Person seeking indemnification. If any Related Person is entitled to indemnification from any source other than the Company, including, without limitations, any Portfolio Company or any insurance policy by which such Person is covered, then the Managing Member shall use its reasonable best efforts to cause such Related Person to seek indemnification from such other source simultaneously with seeking indemnification from the Company, and the amount recovered by such Related Person from such other source shall reduce the amount of the Company's indemnification hereunder. Such attorneys' fees and expenses shall in the discretion of the Managing Member be paid by the Company as they are incurred upon receipt, in each case, of an undertaking by or on behalf of the Related Person on whose behalf such expenses are incurred to repay such amounts if it is finally adjudicated by a court of competent jurisdiction that indemnification is not permitted by law or this Agreement.

(b) The termination of any proceeding by settlement shall be deemed not to create a presumption that the Related Person involved in such settlement acted in a manner which constituted bad faith, gross negligence, intentional misconduct, material breach of this Agreement or a knowing violation of law. The indemnification provisions of this **Section 6.9** may be asserted and enforced by, and shall be for the benefit of, each Related Person, and each Related Person is hereby specifically empowered to assert and enforce such right, provided that any Related Person who fails to take such actions as the Managing Member may reasonably request in defending any claim or who enters into a settlement of any proceeding without the prior approval of the Managing Member (which shall not be unreasonably withheld) shall not be entitled to indemnification provided in this section. The right of any Related Person to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which such Related Person may

otherwise be entitled by contract or as a matter of law or equity and shall extend to his or its heirs, successors, assigns and legal representatives.

6.10 Contribution. If for any reason the indemnity provided for in **Section 6.9** and to which a Related Person is other-wise entitled is unavailable to such Related Person (other than for reason of such Related Person acting in a manner which constituted bad faith, gross negligence, intentional misconduct, material breach of this Agreement or a knowing violation of law) in respect of any Damages, then the Company, in lieu of indemnifying such Related Person, shall contribute to the amount paid or payable by such Related Person as a result of such Damages in the proportion the total capital of the Company (exclusive of the balance in the Related Person's Capital Account (which, for purposes of this **Section 6.10** in the case of a Related Person which is not a Member, shall mean the Managing Member's Capital Account if the Related Person is an Affiliate thereof)) bears to the total capital of the Company (including the balance in the Related Person's Capital Account), which contribution shall be treated as an expense of the Company.

6.11 Assets of the Company; Insurance. The Managing Member has the right in its sole discretion to satisfy any right of indemnity or contribution granted under **Section 6.9** or **Section 6.10** or to which it may be otherwise be entitled out of the assets of the Company. The Managing Member may obtain appropriate insurance on behalf of the Company to secure the Company's obligations hereunder.

6.12 Not Liable for Return of Capital. Neither the Managing Member nor any other Related Person shall be personally liable for the return of the Capital Contributions of any Member or any portion thereof or interest thereon, and such re-turn shall be made solely from available Company assets, if any.

6.13 Transactions with Affiliates Acknowledgment; Reimbursement of Expenses.

(a) The Managing Member shall have the authority to engage any other Member or any Affiliate to provide services (including, without limitation, brokerage services) to the Company, provided that the costs of such services are on terms no less favorable to the Company than the Company could obtain from an unrelated Third-Party providing similar services and that such services are obtained in accordance with applicable law.

(b) The Company shall pay, or reimburse the Managing Member for, all expenses incurred by the Company in the ordinary and usual course of business. The Company shall also pay, or reimburse the Managing Member for, all costs and expenses incurred in the organization of the Company and the sale of the Interests including, without limitation, legal and accounting fees, expenses of printing and mailing, costs of regulatory compliance with securities laws and all other related miscellaneous costs and expenses. Costs incurred by the Company in accordance with this Agreement shall be allocated by the Managing Member among the Interests of the Members

on a pro rata basis in accordance with their respective Member Percentages.

(c) The Members acknowledge by their execution of this Agreement that neither the Company nor the Managing Member is registered as a broker/dealer under the Exchange Act (or any state securities laws) or an investment adviser under the Investment Advisers Act. The Members further acknowledge that all services performed under or pursuant to this Agreement by the Managing Member are in its capacity as manager of the Company. Accordingly, each of the Members forever waive any rights that he, she or it may have (on his own behalf and on behalf of his heirs, successors or assigns) at law, in equity or otherwise against the Managing Member and his Affiliates on the basis that neither the Company nor the Managing Member is registered as a broker/dealer under the Exchange Act (or any state securities laws) or as an investment adviser under the Investment Advisers Act.

6.14 Activities of Managing Member; Other Ventures.

(a) The Managing Member and its Affiliates (including any members, partners, officers, directors and shareholders of such Persons), employees or other agents shall devote so much of their time to the affairs of the Company as in the judgment of the Managing Member the conduct of the Company's business shall reasonable require, and the Managing Member shall not be obligated to do or perform any act or thing in connection with the business of the Company not expressly set forth herein or in any agreements ancillary hereto. Nothing contained herein shall be deemed to preclude the Managing Member or, as the case may be, any of his Affiliates, employees or other agents from engaging directly or indirectly in any other business, or from directly or indirectly purchasing, selling and holding Portfolio Securities for the accounts of any Persons other than the Company, for their own accounts or for the accounts of Affiliates of the Company, as well as establishing and operating other entities engaged in a similar "investment partnership" business. No Member shall, be by reason of being a Member, have any right to participate in any manner in the profits or income earned or derived by or accruing to the Managing Member or its members or any of their, as the case may be, officers, directors, shareholders, members, partners, Affiliates, employees or other agents from the conduct of any business other than the business of the Company or from any transaction in Portfolio Securities effected by the Managing Member or its Affiliates, employees or other agents for any account other than that of the Company.

(b) Neither the Managing Member nor any of its Affiliates shall be obligated to present any particular investment opportunity to the Company. The Managing Member and its Affiliates shall each have the right to take for their own account (individually or as a trustee, partner or fiduciary), or to recommend to others, any particular investment opportunity including investments in Portfolio Securities. The Members hereby expressly waive any claim of conflict of interest or similar claim arising out of or related to any transactions entered into by the Managing Member and/or its Affiliates related to Portfolio Securities.

(c) The Members expressly acknowledge that the Managing Member and his Affiliates have and may continue to have funds under management (individually, or as trustee, partner, member, broker or fiduciary) which may from time to time be used to acquire, hold and/or dispose of Portfolio Securities and the Members expressly agree that the Managing Member and its Affiliates may allocate any investment opportunity relating to Portfolio Securities to any other Person as the Managing Member and may allocate any opportunity to acquire or dispose of any Portfolio Securities as the Managing Member shall in its discretion determine. The Manger shall have no duty (fiduciary or otherwise) to afford to the Company or any Member any priority in connection with any acquisition or disposition of Portfolio Securities prior to selling any Portfolio Securities held by Persons holding such other funds, if any. Any Managing Member (and Affiliates of any Managing Member) may engage, directly or indirectly, in any other business venture or ventures of any nature or description and may acquire and dispose of interests therein or be a party to contracts for the purchase or sale thereof, independently or with others, and neither the Company nor any other Managing Member or Member shall have any rights in or to any such business ventures or the income or profits derived therefrom.

## ARTICLE 7
## MEETINGS OF MEMBERS; CERTAIN OBLIGATIONS OF MEMBERS

7.1 General. There is no requirement hereunder that any annual or other periodic meeting of the Members be held. Rather, the Managing Member may call a meeting of the Members at any time or from time to time, and such a meeting or meetings shall be called by a Managing Member if Members holding a Super Majority in Member Interests request such Managing Member to do so in writing. Unless otherwise determined by the Managing Member calling a meeting, all meetings of the Members shall be held at the principal office of the Company. Any one or more Members may participate at a meeting of the Members by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting. Any Member may participate at any meeting by proxy.

7.2 Rights of Class A Members. The Class A Members shall take no part in the management or control of the Company's business and shall have no right or authority to act for the Company or to vote on matters other than as may be required by the LLC Act or the matters set forth below: (a) the affirmative vote or Consent of a Majority in Interests of Class A Members shall only be required prior to taking or authorizing the following actions:

(i) the merger or consolidation of the Company with or into another entity, excluding however where such merger or consolidation relates to an investment strategy

relating to the Portfolio Securities;

(ii) a change in the Portfolio Allocation Ratio;

(iii) the modification of the business purpose of the Company as set forth in **Section 2.2 (a)** hereof;

(iv) to appoint a substitute Managing Member or Managing Members in the event of the removal of a Managing Member pursuant to **Section 6.5(b)**.

(b) the affirmative vote or Consent of a Super-Majority in Interests of Class A Members shall only be required to remove a Managing Member pursuant to **Section 6.5(b)**.

7.3 Quorum. A Majority in Interests shall constitute a quorum at all meetings of the Members. When a quorum is once present to organize a meeting, it will not be considered to be broken by the subsequent departure of any Member(s). The Members present at a meeting at which a quorum is not present may adjourn the meeting despite the absence of a quorum.

7.4 Notice of Meeting. Notice of all meetings shall be given to the Members entitled to attend such meeting not less than ten (10), nor more than sixty (60), days before the date of the meeting. Each such Notice shall state the place, date and hour of the meeting and the purpose or purposes for which the meeting was called. Any affidavit of the Managing Member that the Notice required by this Section has been given shall, in the absence of fraud, be prima facie evidence of the facts therein stated. When a meeting is adjourned to another time or place, it shall not be necessary to give any Notice of the adjourned meeting if the time and place to which the meeting is adjourned is announced at the meeting at which the adjournment is taken. At the adjourned meeting, any business may be transacted that might have been transacted at the original date of the meeting. Notice of a meeting need not be given to any Member who submits a signed waiver of Notice, in person or by proxy, whether before or after the meeting. The attendance of any Member at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of Notice of such meeting, shall constitute waiver of Notice by such Member.

7.5 Action by Members Without a Meeting. Any action that is required or permitted to be taken by vote of the Members may be taken without a meeting, without prior Notice and without a vote, if a Consent or Consents setting forth the action so taken shall be signed by Members holding Interests constituting not less than the minimum percentage of Interests that would be necessary to authorize such action at a meeting at which all of the Members were present and voted. Each such Consent shall bear the date of signature of each Member who signs the Consent, and no Consent shall be effective to take the action referred to therein unless, within sixty (60) days of the earliest dated Consent, Consents signed by a sufficient number of Members to take the action are duly given. Prompt Notice of the taking of any action without a meeting by less than

unanimous Consent shall be given to all of the Members.

7.6 Duties and Obligations of Members. Each Member shall provide or cause to be provided to the Managing Member, promptly upon request by the Managing Member, information with respect to such Member and its Affiliates and its and their holdings of Portfolio Securities as the Managing Member deems necessary or appropriate to complete any tax returns or any reports, schedules, notices, proxy statements and other statements required to be filed by the Company under the Code or the Exchange Act, the Securities Act or the Rules and Regulations, or for any other purpose. Without limiting the generality of the foregoing, each Member shall provide Internal Revenue Service Form W-8, W-9, 1001 or 4224, as applicable, or any other form as may be reasonably requested by the Managing Member, promptly following such request.

## ARTICLE 8

## BOOKS AND RECORDS; BANK ACCOUNTS; FISCAL YEAR

8.1 Bank Accounts. The funds of the Company shall be deposited in such bank account or accounts as the Managing Member may determine are required for the purpose, and the Managing Member shall arrange for the appropriate conduct of such accounts (including, without limitation, the designation of one or more signatories therefor).

8.2 Records. The books and records of the Company shall be kept at the Company's principal place of business and/or at such other place as the Managing Member(s) shall designate. The books of the Company shall be kept in accordance with the method of accounting determined by the Managing Member. Each Member shall have the right at all reasonable times (during usual business hours on Business Days), and upon ten (10) Business Days advance Notice, to examine the books and records of the Company. Each Member shall bear all expenses incurred in any examination made by such Member.

8.3 Reporting.

(a) The Company shall, within ninety (90) days after the end of each fiscal year, provide the Members with annual financial statements and an annual report, delivered to their respective addresses set forth in the records of the Company, which report shall set forth, as of the end of such fiscal year, the following (and any other information which the Managing Member(s) may deem appropriate): (i) information in sufficient detail in order to enable the Members to prepare their respective Federal, state and other tax returns; and (ii) any other information which the Managing Member shall deem necessary or appropriate. The Company shall provide the Members with such interim reports as the Managing Member shall deem necessary or appropriate.

(b) The Managing Member shall keep or cause to be kept at the principal place of business of the Company complete and accurate books and records of the Company. The books and records shall be available for inspection and copying by the Members at such Member's expense, upon ten days advance written notice for any purpose reasonably related to the Member's Interest, subject to reasonable standards (including standards governing what information and documents are to be furnished and at what time and location) established by the Managing Member. Members shall not be entitled to inspect or copy any information which the Managing Member reasonably believes to be in the nature of trade secrets or other information the disclosure of which the Managing Member in good faith believes is not in the best interests of the Company or its business, any Member, or which the Company is required by law or by agreement with a Third-Party to keep confidential.

8.4 Fiscal Year. The fiscal year of the Company shall be the calendar year.

8.5 Tax Matters Partner. The Managing Member shall be the initial Tax Matters Partner of the Company for the Company for the purposes of Code Section 6231.

## ARTICLE 9 RESTRICTIONS ON TRANSFER OF INTERESTS; ADMISSION OF ADDITIONAL MEMBERS; WITHDRAWALS

9.1 Restrictions on the Transfer of Interests. Subject to the exceptions below, no Member may Transfer any portion of an Interest to any other Person without the prior Consent of the Managing Member, which Consent may be granted or withheld for any or no reason; provided, however, that any Member may Transfer all or a portion of its Interests (x) to another Member, (y) in the case of a Member who is a natural person, to such Member's spouse, children or grandchildren (collectively, "**Family Members**" and, individually a "**Family Member**") or any trust, limited partnership or limited liability company primarily for the benefit of a Family Member or Family Members; or (z) in the case of a Member who is not a natural person, to any partner, parent, subsidiary or Affiliate of such Member; *provided, however,* that any such transferee under clauses (x), (y) or (z) immediately above shall agree in writing to be bound by, and the Interests so transferred shall remain subject to, the terms and conditions of this Agreement; provided, further, that any proposed transfer under this **Section 9.1** must meet the following conditions, which conditions are intended, among other things, to ensure compliance with the provisions of applicable laws:

(a) the transferor undertakes to pay all expenses incurred by the Company in connection therewith, including, but not limited to such transfer fee as shall be determined by the Managing Member;

(b) the Company shall receive from the Person to whom such transfer is made (A)

such documents, instruments and certificates as may be requested by the Managing Member, pursuant to which the transferee shall become bound by this Agreement, (B) a certificate to the effect that the representations and information required to be furnished pursuant to this Agreement are (except as otherwise disclosed in writing to the Managing Member) true and correct with respect to such Person and (C) such other documents, opinions, instruments and certificates as the Managing Member shall request: and

(c) the transferring Member shall, prior to making any such transfer, deliver to the Company the opinion of counsel described in form and substance satisfactory to the Managing Member and shall be substantially to the effect (unless specified otherwise by the Managing Member) that giving effect to the transfer contemplated by the opinion (A) will not violate any provisions of the Investment Company Act, Securities Act, or applicable state securities laws; (B) will not require that the Company register as an investment company under the Investment Company Act; (C) will not require that the Managing Member or any Affiliate of the Managing Member which is not registered under the Investment Advisers Act, or the Company, to register as an investment adviser under the Investment Advisers Act; (D) for Federal income tax purposes, will not cause the termination or dissolution of the Company and will not cause the Company to be classified as other than a partnership; (E) will not violate the laws of any state or the rules and regulations of any governmental authority applicable to such Transfers; and (F) the transferee is a Person that counts as one beneficial owner for purposes of section 3(c)(1) of the Investment Company Act.

9.2 Admission of Transferee as Member. Subject to **Section 9.6**, any transferee of all or any part of the Member's Interest pursuant to the terms of this **Article 10** shall be admitted to the Company as a substitute Member. In such event, such substitute Member shall, to the extent of such transfer, succeed to the Capital Account, rights and obligations hereunder of the Member making such transfer.

9.3 Effective Date of Transfer. The Managing Member may, in his sole discretion, permit a Transfer to become effective as of the first day of the Accounting Period following such Transfer.

9.4 No Dissolution. Admission of a substitute Member shall not be a cause for dissolution of the Company.

9.5 Attempted Transfer in Violation of Agreement. Any purported transfer of any Interest, in whole or in part, not made in accordance with this **Article 9** shall be null and void *ab initio* and the Managing Member and all Members are authorized to continue to treat the purported transferor as a Member for all purposes of this Agreement.

9.6 No Admission. No Person shall be admitted as a Member if such admission will (i) cause the Company to be classified as other than a partnership for Federal income tax purposes;

(ii) cause the aggregate number of Members of the Company, as calculated under Section 3(c)(1) of the Investment Company Act, to exceed one hundred (100); (iii) will cause any entity providing investment advisory services to the Company to cease to be able to rely upon Rule 205-3 under the Investment Advisers Act; (iv) constitute a violation of any applicable registration provisions of the Securities Act, the Investment Company Act or any other applicable State or Federal securities laws, or (v) cause 25% or more of the equity interests in the company to be held by investors which are Individual Retirement Accounts, Keogh Plans, other plans described in Section 4975(e)(1) of the Code, or employee benefit plans subject to Title I of ERISA.

9.7 Withdrawals of Capital.

(a) General.

(i) Each Capital Contribution (including earnings thereon) by a Class A Member may not be withdrawn from the Company for a period of two (2) years after the investment of such capital in the Company ("**Lock Up Period**"), without the express prior written consent of the Managing Member which may be withheld or delayed by the Managing Member it its sole discretion. If a Member purchases Class A Interests, or makes additional Capital Contributions on multiple dates, each purchase of Class A Interests and additional Capital Contributions will be tracked separately for purposes of the Lock-Up Period and withdrawals will be deemed made from Class A Interests purchased or additional Capital Contributions on the earliest date. Members seeking to withdraw capital prior to the expiration of the Lock-Up Period must send irrevocable written notice to the Managing Member at least 120 days prior to the proposed withdrawal date (or within such other times as the Managing Member, in its sole discretion, determines).

(ii) After the expiration of the Lock-Up Period with regard to any such capital, Class A Members may withdraw (a "**Permitted Withdrawal**") capital as of the last day of any year (each such date shall be referred to herein as a "**Withdrawal Date**") upon at least one hundred twenty (120) days prior irrevocable written notice to the Managing Member (or within such other times as the Managing Member may determine in its sole discretion).

(iii) Unless the Managing Member consents in writing, partial withdrawals of capital may not be made if they would reduce a Member's Capital Account balance below $25,000. All withdrawals shall be deemed made prior to the commencement of the following year.

(b) Required Withdrawal. The Managing Member may require any Member to withdraw as a Member (a "**Required Withdrawal**") in any circumstance in which the Managing Member, in its sole discretion, with or without cause, deems such withdrawal to be in the best interest of the Company. Such withdrawal shall be effective five (5) Business Days after notice in

writing thereof is given to such Member, and such effective date shall be referred to as the Withdrawal Date, unless such notice is rescinded by the Managing Member within such five (5) Business Day period.

(c) Withdrawal Payments.

(i) In the event that a Member is permitted to withdraw all or any portion of his or its Capital Account or is required to withdraw, the Managing Member, in its sole discretion, may effect a distribution to such withdrawing Member ("**Withdrawal Payment**"): (i) in cash; (ii) by transfer to the withdrawing Member its pro rata portion of Portfolio Securities or other assets of the Company, whether or not readily marketable, the Fair Market Value of which would be equal to the Withdrawal Payment; or (iii) in any combination of the foregoing.

(ii) The amount of the Withdrawal Payment shall be calculated based upon the balance of the withdrawing Member's Capital Account as of the Withdrawal Date adjusted as if (i) all the assets of the Company had been sold for their Fair Market Value, (ii) all Company liabilities of the Company had been paid, and (iii) all allocations required by **Article 5** in respect of the Interests had been made, all on the Withdrawal Date. In addition, with respect to withdrawals made prior to the termination of the applicable Lock-Up Period, the Managing Member may deduct from any Withdrawal Payments a withdrawal charge equal to one percent (1%) of the amounts withdrawn; provided, however the Managing Member may waive such withdrawal charge in part or in whole in its sole discretion. The amount of any charges retained by the Company in connection with any withdrawal, net of any actual costs and expenses of processing the withdrawal, shall be allocated among and credited to the Capital Accounts of the remaining Members on the commencement of the Fiscal Period immediately following the Withdrawal Date in accordance with their respective Member Percentages at such time.

(iii) The Managing Member may, in its sole discretion, deduct from any Withdrawal Payment an amount, determined as of the Withdrawal Date, equal to (i) any distributions that the Managing Member would have been entitled to receive with respect to such withdrawing Member's Capital Account, determined pursuant to **Section 5.7,** and (ii) the pro rata amount of accrued and unpaid Management Fee due and payable to the Managing Member up to the Withdrawal Date.

(d) Withdrawal Payment Delivery.

(i) With respect to Withdrawal Payments for Permitted Withdrawals, the

Company shall pay to the Member 80% of such Withdrawal Payment within 60 days after the Withdrawal Date and the balance (the "**Balance Payment**") will be paid within 90 days after the completion of the December 31 audited financial statements (the "**Audited Financials**") for the fiscal year in which the withdrawal occurs.

(ii) With respect to withdrawals other than Required Withdrawals or Permitted Withdrawals, the Company shall pay to the Member 80% of the Withdrawal Payment as promptly as reasonably practicable and the Balance Payment shall be made within 90 days after the completion of the Audited Financials for the fiscal year in which the withdrawal occurs.

(iii) The Balance Payment paid to a withdrawing Member withdrawing all of its Capital Account shall be determined based upon the value of the Member's Capital Account determined as of the effective Withdrawal Date, as shown by such Audited Financials. In after such determination, the Balance Payment is negative, the Member shall return, promptly any prior excessive payment to the Company).

(e) Suspension. The Managing Member may suspend or postpone the distribution of any Withdrawal Payments from Capital Accounts:

(i) during the existence of any state of affairs which, in the opinion of the Managing Member, makes the disposition of the Company's investments impractical or prejudicial to the Members, or where such state of affairs, in the opinion of the Managing Member, makes the determination of the price or value of the Company's investments impractical or prejudicial to the Members;

(ii) where any withdrawals or distributions, in the opinion of the Managing Member, would result in the violation of any applicable law or regulation; or

(iii) for such other reasons or for such other periods as the Managing Member may in good faith determine

(f) The Managing Member will promptly notify each Member who has submitted a withdrawal request and to whom payment in full of the amount being withdrawn has not yet been remitted of any suspension of withdrawal or distribution rights. The Managing Member, in its sole discretion, may allow any such Members to rescind their withdrawal request to the extent of any portion thereof for which a Withdrawn Payment has not yet been distributed. The Managing Member, in its sole discretion, may complete any withdrawals or distributions as of a date after the cause of any such suspension has ceased to exist to be specified by the Managing Member, in its sole discretion.

9.8 Withdrawals by Managing Member. The Managing Member shall be entitled to make

a complete or partial withdrawal from its Capital Account as of the end of any Accounting Period without prior notice.

## ARTICLE 10 TERM, DISSOLUTION AND TERMINATION, SALE OF COMPANY

10.1 Term. The term of the Company shall be perpetual, unless sooner dissolved and liquidated in accordance with the provisions hereof. All provisions of this Agreement relating to dissolution and liquidation shall be cumulative; that is, the exercise or use of one of the provisions hereof shall not preclude the exercise or use of any other provision.

10.2 Death, Incompetency, Bankruptcy, Disability or Dissolution of a Class A Member. The death, adjudication of incompetency, Bankruptcy, disability, termination or dissolution of a Class A Member shall not dissolve or terminate the Company. The legal representative of any such Class A Member shall succeed as assignee to the Class A Member's Interest in the Company but shall not be admitted as a Class A Member unless the requirements of **Section 8.1** are met.

10.3 Dissolution of the Company. The Company shall be dissolved upon the first to occur of the following:

(a) the sale or other disposition of all or substantially all of the Company's assets outside of the ordinary course of business and the collection of all the proceeds therefrom (except that, if the Company receives purchase money paper in connection therewith, the Company shall continue until such purchase money paper is paid in full or otherwise disposed of); or

(b) the determination of the Managing Member in its sole discretion to dissolve the Company; or

(c) absent the appointment of a substitute Managing Member, the failure to continue the business of the Company following a Disabling Event in respect of the Managing Member.

Any dissolution of the Company shall be effective on the date the event occurs giving rise to the dissolution, but the Company shall not terminate until all of its affairs have been wound up and its assets distributed as provided in this **Article 10**.

10.4 Procedures Upon Dissolution. Upon dissolution of the Company, the Company shall be terminated, and the Managing Member, or if there is no Managing Member, such other Person(s) appointed in accordance with applicable law to wind up the Company's affairs (the "**Liquidator(s)**") shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as to not involve undue sacrifice. The proceeds of liquidation shall be applied and distributed in the following order of priority:

(a) first, to the payment of the debts and liabilities of the Company (other than any loans or advances made by any of the Members to the Company) and the expenses of liquidation;

(b) second, to the creation of any reserves that the Liquidator(s) deem(s) reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the arising out of or in connection with the business and operation of the Company;

(c) third, to the payment of any loans or advances made by any of the Members to the Company; and

(d) thereafter, to the Class A Members and the Managing Member in accordance with their respective distribution priorities set forth in, and after making all allocations required by, **Article 5** of this Agreement.

10.5 Articles of Dissolution. Within ninety (90) days following the dissolution and commencement of winding up of the Company, or at any time there are no Members, articles of dissolution shall be filed with the Delaware Secretary of State pursuant to the LLC Act.

10.6 Drag-Along Right in Certain Third-Party Sales.

(a) If the Managing Member determines to effect a sale in a bona fide transaction on arm's length terms, of all of the issued and outstanding Member Interests of the Company, to a Person other than any of its affiliates (a "**Third-Party**") (such a Transfer being referred to as a "**Third-Party Sale**"), the Managing Member shall have the right (the "**Drag- Along Right**") to require, and each of the Members shall be obligated to participate in such Third-Party Sale by selling all of the Membership Interests held by such Members, in each case on the terms and conditions provided herein.

(b) The Managing Member shall promptly give notice (a "**Drag-Along Notice**") to each of the other Members (the "**Drag-Along Members**") not later than thirty (30) days prior to the consummation of the Third-Party Sale of any election by the Managing Member to exercise its Drag-Along Rights, setting forth the name and address of the Third-Party, the proposed amount and form of consideration for the Member Interests, and all other material terms and conditions of the Third-Party Sale. Any Third-Party Sale shall be at the same purchase price as specified in the Drag-Along Notice and all Members shall receive the same consideration in connection with a Third-Party Sale as set forth in Drag-Along Notice.

(c) The proceeds from the sale of any Third-Party Sale shall be distributed to the Members in the manner that such proceeds would have been distributed by the Company in accordance with **Section 10.4** hereof.

(d) Each Drag-Along Member agrees to execute any agreements as made by the Managing Member in connection with the Third-Party Sale on the same terms and conditions to

the Transfer as the Managing Member agrees.

## ARTICLE 11
## MISCELLANEOUS

11.1 Members' Covenants. Each Member covenants on behalf of itself, its successors, permitted assigns, heirs, personal representatives, and successors:

(a) To execute and deliver with acknowledgement or affidavit, if required, all documents and writings reasonably determined by the Managing Member to be necessary or appropriate to effect amendments to this Agreement made its accordance with its terms or to satisfy any tax or other information reporting responsibilities imposed on the Company: and

(b) That, at all times while a Member owns an Interest, the Member will be an "accredited investor" as defined in Rule 501(a) promulgated under the Securities Act and a "qualified purchaser" as that term is defined in Section 2(a)(51)(A) of the Investment Company Act.

11.2 Approvals. Unless otherwise specified in this Agreement, all approvals or Consents permitted or required to be given under this Agreement shall not unreasonably delayed, conditioned, or withheld. In the event that a Member having a right of approval or Consent takes no action within seven (7) Business Days (or, if a time is specified in this Agreement, then within such specified time) subsequent to receipt of the documents or agreements subject to said approval or Consent, the approval or Consent of said Member shall be deemed to have been given.

11.3 Certificates Evidencing Membership.

(a) Every Membership Interest in the Company may be evidenced by a Certificate of Membership issued by the Company. Each Certificate of Membership, if issued, shall set forth the name of the Member holding the Membership Interest and the Member's Member Percentage, and shall bear a legend, substantially as follows:

> The membership interest represented by this certificate is subject to, and may not be transferred except in accordance with, the provisions of the Operating Agreement of Advisors Equity LLC, as the same from time to time may be amended, a copy of which Operating Agreement is on file at the principal office of the Company.

11.4 Power of Attorney.

(a) Each Member agrees to execute, acknowledge, swear to, deliver, file, record and publish such further certificates, instruments and documents, and do all such other acts and

things as may be required by law, or as may, in the opinion of the Managing Member, be necessary or desirable to carry out the intents and purposes of this Agreement.

(b) Each Member, whether a signatory hereto or a subsequently admitted Member, hereby irrevocably constitutes and appoints the Managing Member (including any successor Managing Member) the true and lawful attorney-in-fact of such Member, and empower and authorize such attorney-in-fact, in the name, place and stead of each Member, to execute, acknowledge, swear to and file, or have filed, the Certificate of Formation and any amendments thereto, and any other certificates, instruments and documents which may be required to be executed or filed under laws of any State or of the United States, or which the Managing Member shall deem advisable to execute or file, including without limitation all instruments which may be required to effectuate the formation, continuation, termination, distribution or liquidation of the Company.

(c) It is expressly acknowledged by each Member that the foregoing power of attorney is coupled with an interest and shall survive any assignment by such Member of such Member Interest in the Company; provided, however, that if such Member shall assign all of his Member Interest in the Company and the assignee shall become a substituted Member in accordance with this Agreement, then such power of attorney shall survive such assignment only for the purpose of enabling the Managing Member to execute, acknowledge, swear to and file all instruments necessary or appropriate to effectuate such substitution.

11.5 Binding Agreement. Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall inure to the benefit of, and be binding upon, the undersigned Members and their respective heirs, executors, legal representatives, successors and assigns. Whenever, in this instrument, a reference to any party or Member is made, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such party or Member.

11.6 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same document. In the event that any signature (including a financing signature page) is delivered by facsimile transmission or by e-mail delivery of a data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or data file signature page were an original thereof.

11.7 Effect of Consent or Waiver. No Consent or waiver, express or implied, by any Member to or of any breach or default by any other Member in the performance by such other Member of his, her, or its obligations hereunder shall be deemed or construed to be a Consent or waiver to or of any other breach or default by such other Member in the performance by such other Member of the same or any other obligations of such Member hereunder. Except as set forth in

**Section 11.2** of this Agreement, failure on the part of any Member to object to, or complain of, any act or failure to act of any of the other Members, or to declare any of the other Members in default, irrespective of how long such failure continues, shall not constitute a waiver by any such Member of his, her, or its rights hereunder.

11.8 Enforceability. If any provision of this Agreement, or the application thereof to any Person or circumstances, shall be held to be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provisions to other Persons or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law. 11.9 Entire Agreement. This Agreement, unless subsequently amended, contains the final and entire Agreement among the parties hereto, but only with respect to the subject matter addressed herein, and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained.

11.10 Amendment. Except as otherwise provided below or in the LLC Act, this Agreement and all certificates, documents, instruments and other writings executed by the Members in connection herewith (including, without limitation, the Certificate of Formation) may be amended, from time to time, by the Managing Member to the extent the Managing Member shall determine such amendment shall be necessary, desirable, or appropriate in connection with the management or control of the Company and/or the conduct of its business and affairs. Such amendment may, by way of illustration and without limiting the scope of the foregoing in any respect, be made for the purposes of:

(a) admitting additional or substituted Members into the Company pursuant to the terms of this Agreement;

(b) clarifying any one or more of the provisions of this Agreement;

(c) complying with, or satisfying the requirements of, the Code, the Treasury Regulations, any federal or state securities laws or regulations and/or any other law, statute, ordinance, rule, regulation, interpretation, decision, or order of, or issued, promulgated, or enacted by, any governmental authority or self-regulatory body, such as FINRA or a national securities exchange. Any such amendment may, in the sole discretion of the Managing Member, relate back to the date of this Agreement with such force and effect as if originally incorporated therein. However, notwithstanding the foregoing:

(i) any provision of this Agreement requiring the affirmative vote or Consent of a specified percentage of Interests with respect to any action may be modified, amended, restated, or revoked only by the affirmative vote or Consent of Members holding at least such specified percentage;

(ii) no amendment of this Agreement and/or of any certificate(s), document(s), instrument(s) and/or other writing(s) executed by the Members in connection herewith (including, without limitation, the Certificate of Formation) that shall: (w) impose any liability on any Member for any debts, obligations or liabilities of the Company; (x) impose any obligation upon, or increase any obligation of, any Member to make additional Capital Contributions to the Company; or (y) except to the extent necessary to clarify a provision, provided that such clarification does not change the substance of the amended provision in the opinion of the Company's counsel, alter the allocation for tax purposes of any items of income, gain, loss, deduction, or credit with respect to any Member or Members or alter the manner of computing the distributions of any Member or Members, may be made without the Consent of each of the Members who are adversely affected thereby; and

(iii) no amendment of this Agreement and/or of any certificate(s), document(s), instrument(s) and/or other writing(s) executed by the Members in connection herewith (including, without limitation, the Certificate of Formation) that shall or may render any one or more of the Members liable, in their capacity as Members and/or Managing Member(s), for any or all of the debts, obligations and/or liabilities of the Company and/or of any of the other Members (whether arising in tort, contract, or otherwise) may be made without the Consent of each of the Members adversely affected thereby.

11.11 Governing Law. This Agreement is made and shall be construed under, and in accordance with, the laws of the State of Florida for contracts made and to be wholly performed therein.

11.12 Liability Among Members. No Member shall be liable, responsible, or accountable in damages or otherwise to the Company or to any Member by reason of such Member's acts or omissions in connection with the Company, unless:

(a) such liability, responsibility, or accountability is specifically provided for in this Agreement under the circumstances in question; or

(b) there shall be a judgment or other final adjudication adverse to such Member establishing that either:

(i) such Member's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law; or

(ii) such Member personally gained in fact a financial profit or other advantage to which such Member was not legally entitled.

11.13 No Partnership Intended for Non-Tax Purposes. The Members hereby recognize that the Company will be a partnership for United States Federal income tax purposes, and that the

Company will be subject to all of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, that the Managing Member may at its sole discretion cause the Company to make an election under Internal Revenue Code Section 761(a) and Internal Revenue Regulation Section 1.761-2 to exclude the Company from the application of Subchapter K. One effect of such an election, if made, is that Members will not receive a Schedule K- 1 with respect to their Membership in the Company. However, the Members expressly do not intend hereby to form a partnership under either the Delaware Revised Limited Partnership Act or the LLC Act, and neither anything contained herein nor the filing of United States Partnership Returns of Income by the Company shall be deemed or construed to alter the nature of the Company or to expand the obligations or liabilities of the Members. Without intention to limit the generality of the foregoing in any respect, the Members do not intend to be partners one to another, or partners as to any Third-Party. To the extent that any Member, by word or action, represents to another Person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

11.14 Notices. Any Notice to the Members required under the terms of this Agreement shall be sent to the respective addresses set forth on Appendix A. All Notices and copies thereof provided for herein shall be hand delivered, with receipt therefor, sent by overnight courier service, with receipt therefor, or sent by certified or registered mail, return receipt requested, and first-class postage prepaid. Changes of address may be given to the Company and the Members by written Notice in accordance with the terms of this **Section 11.14**. Time periods shall commence on the date that such Notice is received; if delivered by hand or by overnight courier service, and three (3) Business Days after mailing if mailed. Any Notice that is required to be given within a stated period of time shall be considered timely if delivered or refused before midnight, Eastern time, of the last day of such period. Notices may be given by e-mail to addresses specified under this Agreement, provided that confirmation of receipt is received.

11.15 References. References herein to the singular shall include the plural and to the plural shall include the singular, and references to one gender shall include the others, except where the same shall not be appropriate.

11.16 Titles and Captions. Titles or captions contained in this Agreement are for convenience only and shall not be deemed a part of the content of this Agreement.

11.17 Arbitration. The parties agree to submit all controversies to arbitration in accordance with the provisions set forth below and understand that:

(a) Arbitration is final and binding on the parties.

(b) The parties are waiving their right to seek remedies in court, including the

right to a jury trial.

(c) Pre-arbitration discovery is generally more limited and different from court proceedings.

(d) The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by arbitrators is strictly limited. (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

(f) All controversies which may arise between the parties concerning this Agreement shall be determined by arbitration pursuant to the rules then pertaining to the Financial Industry Regulatory Authority, New York, New York. Judgment on any award of any such arbitration may be entered in the Supreme Court of the State of Florida or in any other court having jurisdiction of the Person or Persons against whom such award is rendered.

(g) Any notice of such arbitration or for the confirmation of any award in any arbitration shall be sufficient if given in accordance with the provisions of this Agreement. The parties agree that the determination of the arbitrators shall be binding and conclusive upon them.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

Advisors Equity LLC

By: IAMC, LLC, its Managing Member

By: _____

Name: Edward Baker

Title: Manager

The Members have signed this Agreement by their signature on their respective Subscription Agreements by which they acquired their Member Interests, copies of which shall be affixed to this Agreement.

Appendix A—Initial Capital Contributions

**CLASS A MEMBERS**

| INVESTOR NAME/ADDRESS | AMOUNT | CLASS | PERCENTAGE |
|---|---|---|---|

**CLASS B MEMBER**

| INVESTOR NAME/ADDRESS | AMOUNT | CLASS | PERCENTAGE |
|---|---|---|---|
| IAMC, LLC<br>5965 Ashford Ln, Naples, FL 34110 | N/A | B | 100% |

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

Advisors Equity LLC

By: IAMC, LLC, its Managing Member

By: 

Name: Edward Baker
Title: Manager

The Members have signed this Agreement by their signature on their respective Subscription Agreements by which they acquired their Member Interests, copies of which shall be affixed to this Agreement.

**EXHIBIT B**

# SUBSCRIPTION BOOKLET

# FOR

# CLASS A MEMBER INTERESTS

# OF

# ADVISORS EQUITY LLC

**This Subscription Booklet is an Exhibit to the Confidential Private Placement Memorandum dated June 4, 2020 (the "Memorandum") of Advisors Equity LLC (the "Company"), relating to the private offering of Class A Member Interests described therein. No person is authorized to receive this Subscription Booklet unless such person has previously received, or simultaneously receives, a copy of the Memorandum. Delivery of this Subscription Booklet to anyone other than the person provided the Memorandum as the intended recipient is unauthorized, and any reproduction or circulation of this Subscription Booklet, in whole or in part, is prohibited.**

**If you decide not to participate in this offering, please return the Memorandum, this Subscription Booklet and all related documentation to the Placement Agent (as defined below) at the address contained herein.**

## INSTRUCTIONS TO SUBSCRIBERS

This Subscription Booklet relates to the offering of Class A Member Interests (the **"Class A Interests"**) of Advisors Equity LLC, a Delaware limited liability company (the **"Company"**). This Subscription Booklet contains the following materials necessary for you to apply to become a Class A Member of the Company:

1. Subscription Agreement
2. Accredited Investor Certification
3. Signature Page to the Company's Operating Agreement

Each prospective investor should read the Confidential Private Placement Memorandum of the Company, dated June 4, 2020 and the Subscription Agreement. Each prospective investor should then complete the appropriate portions of the Prospective Investor Questionnaire and execute the signature pages to the Subscription Agreement and the Company's Operating Agreement (the "Signature Pages") contained herein. The instructions to the Accredited Investor Certification will inform you of the parts thereof that you are required to complete.

Please return this entire Subscription Booklet, the executed Signature Pages and the Accredited Investor Certification to IAMC, LLC (the **"Managing Director"**) at the address and to the attention of the person indicated below.

FAILURE TO COMPLY WITH THE INSTRUCTIONS CONTAINED HEREIN WILL CONSTITUTE AN INVALID SUBSCRIPTION THAT MAY RESULT IN THE REJECTION OF YOUR SUBSCRIPTION REQUEST.

Questions regarding completion of subscription documents should be directed to Edward Baker at 612-802-7646

**PLEASE SEND ALL DOCUMENTS TO:**
IAMC, LLC at 5965 Ashford Ln, Naples, FL 34110
Attention: Edward Baker
or email to:
ed@awacoop.com

***The Placement Agent will send each Subscriber a DocuSign email for electronic signing of the Subscription Agreement and the other documents contained in the Subscription Booklet.***

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**WIRING INSTRUCTIONS:**
**Receiving Bank Name:** United Bankers Bank
**ABA#** 091917050
**Beneficiary:** *BankVista*
125 Twin Rivers Court, Sartell, MN 56377
**Account Number:** 02501526
**Further Credit to Customer:** Advisors GP LLC for the Advisors Equity Account
**Account Number:** 035003435

**Reference:** [INVESTOR NAME]

1. Please have your bank identify your name on the wire transfer.
2. The Company recommends that your bank charge its wiring fee separately so that the amount you have elected to invest may be invested in the Company.
3. **CLEARED FUNDS MUST BE IN THE COMPANY'S ACCOUNT ONE (1) BUSINESS DAY PRIOR TO THE DATE ON WHICH THE INVESTOR IS ADMITTED TO THE COMPANY.**

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THE COMPANY AND THE PLACEMENT AGENT, IN EITHER OF THEIR SOLE AND ABSOLUTE DISCRETION, MAY ACCEPT OR REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART. THE CLASS A INTERESTS HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED OR UNDER THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION AND MAY NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS. IN ADDITION, TRANSFER OR OTHER DISPOSITION OF THE CLASS A INTERESTS IS RESTRICTED AS PROVIDED IN THE COMPANY'S OPERATING AGREEMENT AND IN THE ATTACHED SUBSCRIPTION AGREEMENT

**SUBSCRIPTION AGREEMENT**

**FOR**

**Advisors Equity LLC**

Advisors Equity LLC
5965 Ashford Ln,
Naples, FL 34110

Dear All:

Advisors Equity LLC (the "**Company**") is offering (the "**Offering**") through IAMC, LLC, as the Placement Agent of the Offering (the "**Placement Agent**"), of the Company's Class A Member Interests (the "**Class A Interests"**) not more than 2,700 ($27,000,000) Class A Interests (the "**Maximum Offering Amount**") on a "best efforts" basis. If the Offering is over-subscribed, the Company reserves the right to sell up to an additional 200 Class A Interests for gross proceeds of up to $2,000,000 (the "**Over-Subscription Amount**").

The Class A Interests are being offered pursuant to the offering terms set forth in the Company's Confidential Information Memorandum, dated June 4, 2020, as may be further amended and/or supplemented, from time to time (collectively, the "**Memorandum**"). The minimum amount that may be purchased is ten ("10") Class A Interests for $100,000 (the "**Minimum Investment Amount**"), provided that the managing member of the Company (the "**Manager**") and the Placement Agent may accept subscriptions for less than the Minimum Investment Amount in their sole discretion. The Company must receive and accept a subscription for the minimum investment amount in order to effectuate the first closing (the "**First Closing**"). After the First Closing, the Managing Member may have one or more additional closings (each subsequent closing, a "**Closing**") on subscriptions in this Offering up to the Maximum Offering Amount, and thereafter, if necessary, up to the Over-Subscription Amount. Subscriptions for Class A Interests will be made in accordance with and subject to the terms and conditions of the Subscription Agreement and the Memorandum.

All subscription funds will be held in a non-interest bearing bank account in the Company's name at BankVista, 125 Twin Rivers Court, Sartell, MN 56377.

The Managing Member and the Placement Agent reserve the right (but are not obligated) to purchase and/or have their respective employees, agents, officers, directors and affiliates purchase Class A Interests in the Offering and all such purchases will be counted towards the Maximum Offering Amount.

The Offering will commence on the date of the Memorandum.

The terms of the Offering are more completely described in the Memorandum and such terms are incorporated herein in their entirety. Certain capitalized terms used, but not otherwise defined herein, will have the respective meanings provided in the Memorandum.

The information requested in this Subscription Agreement is needed in order to ensure compliance with the appropriate regulations and to determine: (1) whether an investment in the Company is suitable in light of the Purchaser's (defined below) financial position, (2) whether the Purchaser meets certain minimum net worth tests to be deemed an "accredited investor" as defined by Regulation D, Rule 501(a), promulgated by the Securities and

Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Securities Act**"), and (3) whether the Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment and is able to understand the investment objectives of the Company and the risks associated therewith.

1. **Subscription.** The undersigned (the "**Purchaser**") subscribes for and agrees to purchase the number of Class A Interests set forth on the signature page to this Subscription Agreement at a purchase price equal to $10,000 per Class A Interest.

2. **Membership in the Company**. The Purchaser agrees to become a Member of the Company and to make a capital contribution to the Company on the terms provided for in this Subscription Agreement, in the Memorandum and in the Company's operating agreement (the "**Operating Agreement**"). The Purchaser hereby acknowledges and agrees that as a condition to the Purchaser's being issued Class A Interests, the Purchaser will be required to execute the Member Signature Page attached hereto and that execution of the Member Signature Page attached hereto constitutes its execution of the Operating Agreement. The Purchaser further acknowledges and agrees that by its completion and execution of this Subscription Agreement, and upon acceptance and execution of this Subscription Agreement by the Company, the Purchaser shall be a Member of the Company and a party to the Operating Agreement and shall be bound by its terms.

3. **Payment; Deliveries.** The Purchaser will immediately make a wire transfer payment to BankVista as the bank account for Advisors Equity LLC, in the full amount of the purchase price of the Class A Interests being subscribed for. All wire transfer payments must be net of any wire transfer fees assessed to Purchaser. Together with the check for, or wire transfer of the full purchase price, the Purchaser is delivering a completed and executed Signature Page to this Subscription Agreement and a completed and executed Signature Page to the Company's Operating Agreement along with a completed and executed Accredited Investor Certification, which is annexed hereto.

4. **Deposit of Funds.** All payments made as provided in **Section 3** hereof will be held in the bank account (the **"Bank Account"**), in a non-interest bearing account. In the event that the Company does not accept the subscription, the Company will refund all subscription funds, without deduction and/or interest accrued thereon, and this Subscription Agreement will thereafter be of no further force or effect.

5. **Acceptance of Subscription.** The Purchaser understands and agrees that the Company and the Placement Agent, in their mutual discretion, reserve the right to accept or reject this or any other subscription for the Class A Interests, in whole or in part, notwithstanding prior receipt by the Purchaser of notice of acceptance of this or any other subscription. The Company will have no obligation hereunder until the Company executes and delivers to the Purchaser an executed copy of this Subscription Agreement. If Purchaser's subscription is rejected in whole, all funds received from the Purchaser will be returned without interest, penalty, expense or deduction, and this Subscription Agreement will thereafter be of no further force or effect. If the Purchaser's subscription is rejected in part, the funds for the rejected portion of such subscription will be returned without interest, penalty, expense or deduction, and this Subscription Agreement will continue in full force and effect to the extent such subscription was accepted.

6. **Representations and Warranties of the Purchaser.** The Purchaser hereby acknowledges, represents and warrants to, and agrees with, the Company as follows:

(a) The Class A Interests offered pursuant to the Memorandum have not been and will not be registered under the Securities Act or any state securities laws. The Purchaser understands that the offering and sale of the Class A Interests is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) thereof and the provisions of Rule 506 of Regulation D promulgated thereunder,

based, in part, upon the representations, warranties and agreements of the Purchaser contained in this Subscription Agreement.

(b) Prior to the execution of this Subscription Agreement, the Purchaser and the Purchaser's attorney, accountant, purchaser representative and/or tax advisor, if any (collectively, "**Advisors**"), have received and have carefully reviewed the Memorandum, the Operating Agreement, this Subscription Agreement (collectively, the "**Offering Documents**") and all other documents requested by the Purchaser or its Advisors, if any, and understand the information contained therein. The Purchaser is satisfied that it has received adequate information with respect to all matters which it or its Advisors, if any, consider material to its decision to make this investment. The Purchaser recognizes that the Company is a Delaware limited liability company, with no financial or operating history in the new investment objective and that the Company's proposed investments, as described in the Memorandum involves a high degree of risk. The Purchaser and the Purchaser's Advisors, if any, acknowledge and understand that the Company may not be able to locate and acquire Issuer Securities and other Portfolio Securities interests at advantageous prices, if at all, and that the Company may not be able to make any such purchases.

(c) The Purchaser hereby acknowledges that the Purchaser has been advised that there will be no disclosure materials of any kind regarding any Issuer, Issuer Securities or any other Portfolio Securities provided by any Issuer, the Company, the Managing Member, the Placement Agent, or any of their respective officers, directors, employees or related parties in connection with the Offering.

(d) The Purchaser hereby acknowledges that the Purchaser is purchasing the Class A Interests based on its own assessment and knowledge of the Company and its Investment Objectives.

(e) Neither the Commission nor any state securities commission has approved or disapproved of the Class A Interests or passed upon or endorsed the merits of the Offering or confirmed the accuracy or determined the adequacy of the Memorandum. The Memorandum has not been reviewed by any Federal, state or other regulatory authority. Any representation to the contrary is a criminal offense.

(f) All documents, records, and books pertaining to the investment in the Class A Interests including, but not limited to, all information regarding the Company and the Operating Agreement, have been made available for inspection and reviewed by the Purchaser and its Advisors, if any.

(g) The Purchaser and its Advisors, if any, have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Managing Member concerning, among other related matters, the Offering, the Class A Interests, the Offering Documents and the Company's Investment Objectives and all such questions have been answered to the full satisfaction of the Purchaser and its Advisors, if any.

(h) The Purchaser has not reproduced, duplicated or delivered the Memorandum or this Subscription Agreement to any other person, except to professional advisers to the Purchaser or as instructed by the Managing Member and/or the Placement Agent

(i) The Purchaser understands the compensation arrangement between the Company and the Managing Member set forth in the Operating Agreement and the Memorandum and understands the Management Fee and the Placement Fee as described in the Memorandum.

(j) In evaluating the suitability of an investment in the Company, the Purchaser has not relied upon any representation or other information (oral or written) other than as stated in the Memorandum or as

contained in documents so furnished to the Purchaser or its Advisors, if any, by the Managing Member in writing.

(k) The Purchaser is unaware of, is in no way relying on, and did not become aware of the offering of the Class A Interests through, or as a result of, any form of general solicitation or general advertising including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or over the Internet, in connection with the offering and sale of the Class A Interests and is not subscribing for Class A Interests and did not become aware of the Offering through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally.

(l) The Purchaser has taken no action which would give rise to any claim by any person for brokerage commissions, finders' fees or the like relating to this Subscription Agreement or the transactions contemplated hereby (other than fees to be paid by the Company to the Placement Agent, as described in the Memorandum).

(m) The Purchaser, either alone or together with its Advisors, if any, has sufficient knowledge and experience in financial, tax and business matters, and, in particular, investments in securities, such that the Purchaser is capable of utilizing the information made available to it in connection with the Offering to evaluate the merits and risks of the Purchaser's investment in the Class A Interests and the Company and has obtained, in the Purchaser's judgment, sufficient information from the Managing Member or its Advisors, if any, to evaluate the merits and risks of such investment and to make an informed investment decision with respect thereto. The Purchaser has evaluated the risks of investing in the Company, is able to bear such risks, and has determined that the Class A Interests are a suitable investment for the Purchaser.

(n) The Purchaser is not relying on the Company, the Managing Member, the Placement Agent or any of their respective employees or agents with respect to the legal, tax, economic and related considerations of an investment in the Class A Interests, and the Purchaser has relied on the advice of, or has consulted with, only its own Advisors, if any.

(o) The Purchaser is acquiring the Class A Interests solely for such Purchaser's own account for investment and not with a view to resale or distribution thereof, in whole or in part. The Purchaser has no agreement or arrangement, formal or informal, with any person to sell or transfer all or any part of the Class A Interests and the Purchaser has no plans to enter into any such agreement or arrangement.

(p) The Purchaser has carefully read and considered the Company's Investment Objectives and understands and agrees that the purchase of the Class A Interests is a high-risk investment. The Purchaser has carefully read and considered the matters set forth in the Memorandum and, in particular, the matters under the caption "Risk Factors" therein and understands any of such risk may materially adversely affect the Company's results, the value of the Class A Interests and/or future prospects. The Purchaser is able to afford an investment in a speculative venture having the risks and Investment Objectives of the Company.

(q) The Purchaser understands and agrees that it must bear the substantial economic risks of its investment in the Class A Interests and, correspondingly, the Investment Objectives of the Company, indefinitely because the Class A Interests may not be sold, hypothecated or otherwise disposed of unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. The Purchaser also understands that sales or transfers of the Class A Interests are further restricted by the provisions of the Operating Agreement. Legends will be placed on the

certificates representing the Class A Interests to the effect that they have not been registered under the Securities Act or applicable state securities laws and that sales or transfers of the Class A Interests are further restricted by the provisions of the Operating Agreement and appropriate notations thereof will be made in the Company's books. It is not anticipated that there will be any market for resale of the Class A Interests, and such securities will not be freely transferable at any time.

(r) The Purchaser has adequate means of providing for such Purchaser's current financial needs and foreseeable contingencies and has no need for liquidity from its investment in the Class A Interests for an indefinite period of time.

(s) The Purchaser is (a) an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the Commission under the Securities Act; and (b) has truthfully and accurately completed the Accredited Investor Certification attached to this Subscription Agreement and will submit to the Company such further assurances of such status as may be reasonably requested by the Company.

(t) The Purchaser: (i) if a natural person, represents that the Purchaser has reached the age of 21 and has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof; (ii) if a corporation, partnership, or limited liability company or partnership, or association, joint stock company, trust, unincorporated organization or other entity, represents that such entity was not formed for the specific purpose of acquiring the Class A Interests, such entity is duly organized, validly existing and in good standing under the laws of the state of its organization, the consummation of the transactions contemplated hereby is authorized by, and will not result in a violation of state law or its charter or other organizational documents, such entity has full power and authority to execute and deliver this Subscription Agreement and all other related agreements or certificates and to carry out the provisions hereof and thereof and to purchase and hold the Class A Interests, the execution and delivery of this Subscription Agreement has been duly authorized by all necessary action, this Subscription Agreement has been duly executed and delivered on behalf of such entity and is a legal, valid and binding obligation of such entity; or (iii) if executing this Subscription Agreement in a representative or fiduciary capacity, represents that it has full power and authority to execute and deliver this Subscription Agreement in such capacity and on behalf of the subscribing individual, ward, partnership, trust, estate, corporation, or limited liability company or partnership, or other entity for whom the Purchaser is executing this Subscription Agreement, and such individual, partnership, ward, trust, estate, corporation, or limited liability company or partnership, or other entity has full right and power to perform pursuant to this Subscription Agreement and make an investment in the Company, and represents that this Subscription Agreement constitutes a legal, valid and binding obligation of such entity. The execution and delivery of this Subscription Agreement will not violate or be in conflict with any order, judgment, injunction, agreement or controlling document to which the Purchaser is a party or by which it is bound.

(u) The Purchaser represents to the Company that any information which the undersigned has heretofore furnished or is furnishing herewith to the Company is complete and accurate and may be relied upon by the Company in determining the availability of an exemption from registration under Federal and state securities laws in connection with the offering of Class A Interests as described in the Memorandum.

(v) The Purchaser has significant prior investment experience, including investment in non-listed and non-registered securities. The Purchaser has a sufficient net worth to sustain a loss of its entire investment in the Company in the event such a loss should occur. The Purchaser's overall commitment to investments which are not readily marketable is not excessive in view of the Purchaser's net worth and

financial circumstances and the purchase of the Class A Interests will not cause such commitment to become excessive. This investment is a suitable one for the Purchaser.

(w) The Purchaser acknowledges that any and all estimates or forward-looking statements or projections included in the Memorandum were prepared by the Managing Member in good faith, but that the attainment of any such projections, estimates or forward-looking statements cannot be guaranteed, will not be updated by the Managing Member and should not be relied upon. The Purchaser further acknowledges that any and all information included in the Memorandum regarding the historical performance of the Managing Member is not necessarily indicative of future performance.

(x) No oral or written representations have been made, or oral or written information furnished, to the Purchaser or its Advisors, if any, in connection with the offering of the Class A Interests which are in any way inconsistent with the information contained in the Memorandum.

(y) Within five (5) days after receipt of a request from the Company, the Purchaser will provide such information and deliver such documents as may reasonably be necessary to comply with any and all laws and ordinances to which the Company is subject.

(z) THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF CERTAIN STATES AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY 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 THE MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

(aa) **Benefit Plan Representations**. If the Purchaser is a corporation, partnership, limited liability company, trust or other entity and the Purchaser is not an employee benefit plan (an "**Employee Benefit Plan**") as defined under the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), less than twenty five percent (25%) of the value of each class of equity interests in the Purchaser (excluding from the computation interests of any individual or entity with discretionary authority or control over the assets of the Purchaser) is held by "**Benefit Plan Investors**", as that term is defined in the regulations promulgated under ERISA. If the Purchaser is such an entity and at any time twenty five percent (25%) or more of such value is or comes to be held by Benefit Plan Investors (a "**25% Plan Owned Purchaser**"), the Purchaser shall forthwith notify the Company in writing that the Purchaser has become a 25% Plan Owned Purchaser. If the Purchaser is or becomes a 25% Plan Owned Purchaser or an Employee Benefit Plan, the Purchaser understands and agrees that (i) its subscription may be reduced by the Managing Member (in any manner that the Managing Member considers appropriate) to an amount that, when aggregated with all other Benefit Plan Investors participation in the Company is less than twenty five percent, and (ii) notwithstanding anything herein to the contrary, the Managing Member shall have the right to cause the involuntary disassociation of a Member as provided in the Operating Agreement.

(bb) If the Purchaser is an Employee Benefit Plan or a 25% Plan Owned Purchaser, the person signing this Subscription Agreement on behalf of such Purchaser also makes the following representations and warranties:

(i) If the Purchaser is an Employee Benefit Plan, the person executing this Subscription Agreement is either a named fiduciary of the Employee Benefit Plan (as defined in ERISA) or an investment manager of the Employee Benefit Plan (as defined in ERISA) with full authority under the terms of the Employee Benefit Plan and full authority from all Employee Benefit Plan beneficiaries, if required, to cause the Employee Benefit Plan to invest in the Partnership. Such investment has been duly approved by all other named fiduciaries whose approval is required, if any, and is not prohibited or restricted by any provisions of the Employee Benefit Plan or of any related instrument.

(ii) Such person has independently determined that the investment by the Employee Benefit Plan or 25% Purchaser in the Partnership satisfies all requirements of section 404(a)(1) of ERISA, specifically including the "prudent man" standards of section 404(a)(1)(B) and the "diversification" standard of section 404(a)(1)(C), and will not be prohibited under any of the provisions of section 406 of ERISA or section 4975(c)(1) of the Code. Such person has requested and received all information from the Managing Member that such person, after due inquiry, considered relevant to such determinations. In determining that the requirements of section 404(a)(1) are satisfied, such person has taken into account the risk of a loss of the Employee Benefit Plan's or 25% Purchaser's investment and that an investment in the Company will be relatively illiquid, and funds so invested will not be readily available for the payment of employee benefits. Taking into account these factors, and all other factors relating to the Company, the undersigned has concluded that investment in the Company constitutes an appropriate part of the Employee Benefit Plan's or 25% Purchaser's overall investment program.

(iii) Such person will notify the Managing Member, in writing, of (A) any termination, merger or consolidation of the Employee Benefit Plan or the 25% Purchaser, (B) any amendment to any such Employee Benefit Plan or any related instrument that materially affects the authority of any named fiduciary or investment manager to authorize plan investments, and (C) any alteration in the identity of any named fiduciary or investment manager, including such person, who has the authority to approve plan investments.

(iv) Such person acknowledges that neither the Managing Member nor any of its affiliates provided any investment advice to Employee Benefit Plan or any Employee Benefit Plan investing in the 25% Plan Owned Purchaser with respect to the Company and neither the Managing Member nor any of its affiliates provides any investment advice to any such Employee Benefit Plan or any Employee Benefit Plan investing in the 25% Owned Purchaser that serves as the primary basis of any investment decisions such Purchaser makes as to any of its assets that would be invested in the Company.

(v) The Purchaser agrees to notify the Company within thirty (30) days if any of the foregoing representations are no longer true. If the Managing Member or any officer, director, employee or agent of the Managing Member is ever held to be a fiduciary, it is agreed that, in accordance with sections 405(b)(1), 405(c)(2), and 405(d) of ERISA, the fiduciary responsibilities of that person shall be limited to such person's duties in administering the business of the Company, and such person shall not be responsible for any other duties with respect to any

Employee Benefit Plan or any Employee Benefit Plan investing in the 25% Plan Owned Purchaser (specifically including evaluating the initial or continued appropriateness of any such Employee Benefit Plan's investment in the Company under section 404(a)(1) of ERISA).

(cc) The Purchaser has read in its entirety the Memorandum and all exhibits thereto, including, but not limited to, the Operating Agreement and all information relating to the Company, the Class A Interests and the Investment Objectives of the Company and understands fully to its full satisfaction all information included in the Memorandum including, but not limited to, the Section entitled "Risk Factors."

(dd) The Purchaser understands that the Company will not register as an investment company under the Investment Company Act, by reason of the provisions of Section 3(c)(1) thereof, which excludes from the definition of an investment company any issuer which has not made and does not presently propose to make a public offering of its securities and whose outstanding securities are beneficially owned by not more than 100 persons.

(ee) If the Subscriber is not a natural person, the Subscriber hereby certifies that

(i) it is "one person" for purposes of Section 3(c)(1) of the Investment Company Act;

(ii) it was not formed for the purpose of investing in the Company;

(iii) its shareholders, partners, beneficiaries or members are not permitted to opt in or out of particular investments made by the Subscriber, and each such person participates in investments made by the Subscriber pro rata in accordance with its interests in the Subscriber; and

(iv) if the Subscriber is subscribing to purchase interests in excess of 10% (ten percent) of the aggregate capital contributions made to the Company, the Subscriber is not an investment company within the meaning of the Investment Company Act or a Company excluded from such definition under Sections 3(c)(1) or 3(c)(7) thereof;

7. **Representations and Warranties of the Company.**

The Company hereby acknowledges, represents, warrants, and agrees as follows:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware with the requisite limited liability company power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is, or will be prior to the closing of this Offering, duly qualified to conduct business and is in good standing as a foreign limited liability company in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not result in a material adverse effect on (i) the legality, validity or enforceability of the Offering Documents, or (ii) on the results of operations, assets, business or financial condition of the Company.

(b) The Company has the requisite limited liability company power and authority to enter into and to consummate the transactions contemplated by each of the Offering Documents and otherwise to carry out its obligations thereunder.

(c) The execution, delivery and performance of the Offering Documents by the Company and the consummation by the Company of the transactions contemplated thereby, do not and will not (i) conflict with or violate any provision of the Company's certificate of formation or its Operating Agreement (collectively, the "**Internal Documents**"), (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any material agreement, or other understanding to which the Company is a party or by which any property or asset of the Company is bound or affected, or (iii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected.

8. **Indemnification.** The Purchaser agrees to indemnify and hold harmless the Company, the Placement Agent, the Managing Member and each of their respective officers, directors, managers, employees, agents, attorneys, control persons and affiliates from and against all losses, liabilities, claims, damages, costs, fees and expenses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation commenced or threatened) based upon or arising out of any actual or alleged false acknowledgment, representation or warranty, or misrepresentation or omission to state a material fact, or breach by the Purchaser of any covenant or agreement made by the Purchaser herein or in any other document delivered in connection with this Subscription Agreement.

9. **Irrevocability; Binding Effect.** The Purchaser hereby acknowledges and agrees that the subscription hereunder is irrevocable by the Purchaser, except as required by applicable law, and that this Subscription Agreement will survive the death or disability of the Purchaser and will be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives, and permitted assigns. If the Purchaser is more than one person, the obligations of the Purchaser hereunder will be joint and several and the agreements, representations, warranties and acknowledgments herein will be deemed to be made by and be binding upon each such person and such person's heirs, executors, administrators, successors, legal representatives and permitted assigns.

10. **Modification.** This Subscription Agreement will not be modified or waived except by an instrument in writing signed by the party against whom any such modification or waiver is sought.

11. **Notices.** Any notice or other communication required or permitted to be given hereunder will be in writing and will be mailed by certified mail, return receipt requested, or delivered against receipt to the party to whom it is to be given (a) if to the Company, at the address set forth above or (b) if to the Purchaser, at the address set forth on the signature page hereof (or, in either case, to such other address as the party will have furnished in writing in accordance with the provisions of this **Section 11**). Any notice or other communication given by certified mail will be deemed given at the time of certification thereof, except for a notice changing a party's address which will be deemed given at the time of receipt thereof.

12. **Assignability.** This Subscription Agreement and the rights, interests and obligations hereunder are not transferable or assignable by the Purchaser and the transfer or assignment of the Class A Interests will be made only in accordance with all applicable laws.

13. **Applicable Law**. This Subscription Agreement will be governed by and construed under the laws of the State of Florida as applied to agreements among Florida residents entered into and to be performed entirely within Florida. Each of the parties hereto (1) agree that any legal suit, action or proceeding arising out of or relating to this Agreement will be instituted exclusively in United States District Court for the Middle District of Florida in Tampa, FL in any such suit, action or proceeding. Each of the parties hereto further agrees to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in the United States District Court for the Middle District of Florida and agree that service of process upon it mailed by certified mail to its address will be deemed in every respect effective service of process upon it, in any such suit, action or proceeding.

THE PARTIES HERETO AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SUBSCRIPTION AGREEMENT OR ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY.

14. **Blue Sky Qualification.** The purchase of Class A Interests under this Subscription Agreement is expressly conditioned upon the exemption from qualification of the offer and sale of the Class A Interests from applicable Federal and state securities laws. The Company will not be required to qualify this transaction under the securities laws of any jurisdiction and, should qualification be necessary, the Company will be released from any and all obligations to maintain its offer, and may rescind any sale contracted, in the jurisdiction.

15. **Use of Pronouns.** Whenever a pronoun of any gender or number is used herein, it shall, where appropriate, be deemed to include any other gender and number.

16. **Confidentiality.** The Purchaser acknowledges and agrees that any information or data the Purchaser has acquired from or about the Company not otherwise properly in the public domain, was received in confidence. The Purchaser agrees not to divulge, communicate or disclose, except as may be required by law or for the performance of this Subscription Agreement, or use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company, including any trade or business secrets of the Company and any business materials that are treated by the Company as confidential or proprietary, including, without limitation, confidential information obtained by or given to the Company about or belonging to third parties.

17. **Miscellaneous.**

(a) This Subscription Agreement, together with the other Offering Documents, constitute the entire agreement between the Purchaser and the Company with respect to the subject matter hereof and supersede all prior oral or written agreements and understandings, if any, relating to the subject matter hereof. The terms and provisions of this Subscription Agreement may be waived, or consent for the departure therefrom granted, only by a written document executed by the party entitled to the benefits of such terms or provisions.

(b) Each of the Purchaser's and the Company's representations and warranties made in this Subscription Agreement will survive the execution and delivery hereof and delivery of the Class A Interests for a period of twelve (12) months from the date of issuance.

(c) Each of the parties hereto will pay its own fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by such party) in connection with this Subscription Agreement and the transactions contemplated hereby whether or not the transactions contemplated hereby are consummated.

(d) This Subscription Agreement may be executed in one or more counterparts each of which will be deemed an original, but all of which will together constitute one and the same instrument.

(e) Each provision of this Subscription Agreement will be considered separable and, if for any reason any provision or provisions hereof are determined to be invalid or contrary to applicable law, such invalidity or illegality will not impair the operation of or affect the remaining portions of this Subscription Agreement.

(f) Paragraph titles are for descriptive purposes only and will not control or alter the meaning of this Subscription Agreement as set forth in the text.

18. **Signature Page.** It is hereby agreed that the execution by the Purchaser of this Subscription Agreement, in the place set forth herein, will constitute agreement to be bound by the terms and conditions hereof.

SECTION INTENTIONALLY LEFT BLANK

**ADVISORS EQUITY LLC**
SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT

**Purchaser hereby elects to purchase a total of _____ Class A Interests at a price equal to $10,000 per Class A Interest - Minimum ten (10) shares or $100,000.**

**(NOTE: to be completed by the Purchaser).**

Purchaser(s) must complete the Accredited Investor Certification following this signature page.

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If the Purchaser is an **INDIVIDUAL**, and if purchased as **JOINT TENANTS**, as **TENANTS IN COMMON**, or as **COMMUNITY PROPERTY**:

**PURCHASER**:

Print Name 1: _____

Signature:_____ Date:_____

Address: _____

Print Name 2: _____

Signature:_____ Date:_____

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If the Purchaser is a **PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY, TRUST or RETIREMENT ACCOUNT**:

**NAME OF ENTITY**:_____

By: _____ Name_____

Title:_____ Date:_____

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**ADVISORS EQUITY LLC** BY: IAMC, LLC, the Managing Member

**NAME**: Edward Baker _____ Date:_____

Manager for the Managing Member

**ADVISORS EQUITY LLC**
**"ACCREDITED INVESTOR" CERTIFICATION**

**For Purchasers that are Natural Persons Only**
**(All Purchasers that are natural persons must *INITIAL* where appropriate. Both Joint Purchasing parties must *INITIAL*):**

**Initial _____** I certify that I have a net worth (excluding the value of my primary residence) in excess of $1 million either individually or through aggregating my individual holdings and those in which I have a joint, community property or other similar shared ownership interest with my spouse.

**Initial _____** I certify that I have had an annual gross income for the past two years of at least $200,000 (or $300,000 jointly with my spouse) and expect my income (or joint income) to reach the same level in the current year.

**For Purchasers that are Entities Only (all entity Purchasers must *INITIAL* where appropriate):**

**Initial _____** The undersigned certifies that it is a partnership, corporation, limited liability company or business trust that is 100% owned by persons who meet either of the criteria for Accredited Investor Individual Investors.

**Initial _____** The undersigned certifies that it is a partnership, corporation, limited liability company or business trust that has total assets of at least $5 million and was not formed for the purpose of investing in Company.

**Initial _____**The undersigned certifies that it is an employee benefit plan whose investment decision is made by a plan fiduciary (as defined in ERISA §3(21)) that is a bank, savings and loan association, insurance company or registered investment adviser.

**Initial _____**The undersigned certifies that it is an employee benefit plan whose total assets exceed $5,000,000 as of the date of the Subscription Agreement.

**Initial _____**The undersigned certifies that it is a self-directed employee benefit plan whose investment decisions are made solely by persons who meet either of the criteria for Individual Investors, above.

**Initial _____**The undersigned certifies that it is a U.S. bank, U.S. savings and loan association or other similar U.S. institution acting in its individual or fiduciary capacity.

**Initial _____**The undersigned certifies that it is a broker-dealer registered pursuant to §15 of the Securities Exchange Act of 1934.

**Initial _____**The undersigned certifies that it is an organization described in §501(c)(3) of the Internal Revenue Code with total assets exceeding $5,000,000 and not formed for the specific purpose of investing in Company.

**Initial _____**The undersigned certifies that it is a trust with total assets of at least $5,000,000, not formed for the specific purpose of investing in Company, and whose purchase is directed by a person with such knowledge and experience in financial and business matters that he is capable of evaluating the risks of the prospective investment.

**Initial _____**The undersigned certifies that it is a plan established and maintained by a state or its political subdivisions, or any agency or instrumentality thereof, for the benefit of its employees, and which has total assets in excess of $5,000,000.

**Initial _____**The undersigned certifies that it is an insurance company as defined in § 2(a)(13) of the Securities Act of 1933, as amended, or a registered investment company.

**Initial _____**I have initialed ***AT LEAST ONE*** of above to confirm my Accredited Investor status.

## MEMBERS SIGNATURE PAGE

By its signature below, the undersigned hereby agrees that effective as of the date of the undersigned's admission to Advisors Equity LLC as a Class A Member he, she, it: (i) shall be bound by each and every term and provision of the Operating Agreement of Advisors Equity LLC, as the same may be duly amended from time to time in accordance with the provisions thereof and (ii) shall become and be a party to said Operating Agreement.

**IF AN INDIVIDUAL**

Print Name: _____

Signature: _____ Date:_____

Co-Member Print Name: _____

Co-Member Signature: _____ Date:_____

**IF AN ENTITY**

Print Name of Entity _____

By (Signature): _____ Date:_____

Print Name: _____

Title:_____