
WAYMARK CAPITAL, LLC, DATAMINR SERIES

SERIES SUPPLEMENT TO THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF WAYMARK CAPITAL, LLC

Dated as of July 7, 2021

THE LIMITED LIABILITY COMPANY INTERESTS OF WAYMARK CAPITAL, LLC, DATAMINR SERIES, A REGISTERED SERIES OF WAYMARK CAPITAL, LLC, ISSUED PURSUANT TO THIS SERIES SUPPLEMENT TO THE AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF WAYMARK CAPITAL, LLC (“SERIES SUPPLEMENT AGREEMENT”) HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), THE SECURITIES LAWS OF ANY STATE OR ANY OTHER APPLICABLE SECURITIES LAWS IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. INTERESTS MUST BE ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT, ANY APPLICABLE STATE SECURITIES LAWS AND ANY OTHER APPLICABLE SECURITIES LAWS AND THE TERMS AND CONDITIONS OF THIS SUPPLEMENT. THEREFORE, PURCHASERS OF INTERESTS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE TIME.

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**WAYMARK CAPITAL, LLC, DATAMINR
SERIES SUPPLEMENT TO THE AMENDED AND RESTATED LIMITED LIABILITY
COMPANY AGREEMENT OF WAYMARK CAPITAL, LLC**

This Series Supplement to the Amended and Restated Limited Liability Company Agreement of Waymark Capital, LLC (the “Series Supplement Agreement”) sets forth the terms and conditions for Waymark Capital, LLC, Dataminr Series (the “Series”), a registered series of Waymark Capital, LLC (“Waymark Capital”), a Delaware series limited liability company, entered into as of July 7, 2021, by and among Waymark Capital GP, LLC, a Delaware limited liability company (the “Managing Member”), and those Persons who have executed or shall execute this Series Supplement Agreement by power of-attorney as members (the “Members”).

WITNESSETH:

WHEREAS, Waymark Capital was formed under the Delaware Act pursuant to a Certificate of Formation filed with the Secretary of State of the State of Delaware on June 25, 2021 and a Limited Liability Company Agreement, dated as of June 25, 2021 (the “Original Agreement”);

WHEREAS, the sole member of Waymark Capital caused the Original Agreement to be amended and restated in its entirety on July 7, 2021 (the “LLC Agreement”);

WHEREAS, pursuant to the LLC Agreement and the Delaware Act, the sole member of Waymark Capital, in its capacity as the managing member of Waymark Capital, filed a Certificate of Registered Series with the Secretary of State of the State of Delaware on July 7, 2021, thereby establishing and designating the Series as of such date; and

WHEREAS, the Managing Member and those Persons admitted as Members to the Series in accordance with the provisions hereof desire to amend and supplement the LLC Agreement with respect to the Series, as hereinafter provided;

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
General Provisions**

Section 1.01. Definitions. Capitalized terms used herein without definition have the meanings assigned to them in Appendix A hereto.

Section 1.02. Series Name. The name of the Series is Waymark Capital, LLC, Dataminr Series.

Section 1.03. Office; Registered Agent. (a) Pursuant to the Delaware Act, the Series shall use the same registered office and registered agent in Delaware as Waymark Capital. The name and address of the registered agent in Delaware is, c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware, 19808.

(b) The business address of the Series shall be 2600 Netherland Ave, Suite 306, Bronx, NY 10463, or such other place as the Managing Member shall designate in writing to the Members.

Section 1.04. Continuation of the Series. The Managing Member and the Members wish to hereby form and continue the Series, as a registered series of Waymark Capital under and pursuant to the Delaware Act, pursuant to the terms and conditions of this Series Supplement Agreement.

Section 1.05. Purposes of the Series. The purposes of the Series is to (i) invest in, hold, manage, and dispose of, the equity securities of Dataminr, (ii) engage in any other lawful act or activity for which a registered series may be formed under the Delaware Act, in accordance with the terms of this Series Supplement Agreement, and (iii) take any and all acts necessary, appropriate, desirable, incidental or convenient to or for the furtherance of the purposes described in this Section 1.05.

Section 1.06. Liability of the Members Generally.

(a) Except as otherwise provided in, or required by, the Delaware Act, the LLC Agreement or this Series Supplement Agreement, in no event, shall any Member (i) be obligated to make any additional capital contributions or payments to or on behalf of the Series or (ii) have any liability to return distributions received by such Member from the Series.

(b) Except as otherwise provided in the LLC Agreement, this Series Supplement Agreement, or the Delaware Act, no Member shall be obligated personally for any debt, obligation, or liability of the Series or of any other Member.

Section 1.07. Admission of Members.

(a) On each Closing Date, each Person whose subscription for a limited liability company interest (as to each Member, their “Interest”) has been accepted by the Managing Member shall, after execution and delivery by (or, pursuant to a power of attorney, on behalf of) such Person and the Managing Member of counterparts of this Series Supplement Agreement, become a Member and shall be shown as such on the books and records of the Series. Execution by a Person of a Subscription Agreement shall constitute execution by such Person of a counterpart of this Series Supplement Agreement.

(b) At any time during the term of the Series, the Managing Member may cause the Series to admit additional Members at such other times as the Managing Member may determine, in its sole discretion. A Person whose subscription for a limited liability company interest has been accepted by the Managing Member shall become such an additional Member (and shall be shown as such on the books and records of the Series) after execution and delivery by (or, pursuant to a power of attorney, on behalf of) such Person and the Managing Member of

counterparts of this Series Supplement Agreement. Execution by a Person of a Subscription Agreement shall constitute execution by such Person of a counterpart of this Series Supplement Agreement.

(c) Notwithstanding any other provision contained herein, the Series (and the Managing Member, on its own behalf or on behalf of the Series) shall enter into and carry out the terms of the Investment Advisory Agreement, the Subscription Agreements, and any other agreements which may be deemed necessary in the sole discretion of the Managing Member, without any further act, approval or vote of any Member, and any action heretofore taken by the Series and the Managing Member, on its own behalf and on behalf of the Series, in connection with such documents is hereby ratified and confirmed in all respects.

Section 1.08. Conflict with LLC Agreement. To the extent that the terms of this Series Supplement Agreement conflict with the LLC Agreement, the terms of this Series Supplement Agreement shall control.

ARTICLE 2 Management and Operation of the Series

Section 2.01. Management Generally.

(a) The management and control of the Series shall be vested exclusively in the Managing Member. The Members shall have no part in the conduct of the business of the Series and shall have no authority or right to act on behalf of the Series in connection with any matter or deal with any third parties on behalf of the Series.

(b) The Managing Member shall have the right to delegate, to the fullest extent permitted by applicable law, its rights, power, authority, discretion, duties and responsibilities hereunder to any Person, including without limitation, (i) to the extent set forth in the administration agreement, to the Administrator, if any, and (ii) any of its other rights, power, authority, discretion, duties and responsibilities under this Series Supplement Agreement to the Investment Manager or any other Affiliate of the Managing Member.

(c) No Removal of Managing Member. The Managing Member may not be removed as manager for any reason.

Section 2.02. Authority of the Managing Member. The Managing Member shall have the power on behalf and in the name of the Series to carry out any and all of the objects and purposes of the Series and to perform all acts which it may, in its discretion, deem necessary or desirable, including, without limitation, the power to:

(a) enter into, make and perform all contracts and other undertakings, and engage in all activities and transactions, as may be necessary or advisable to the carrying out of the purposes enumerated in Section 1.05, including, without limitation and without the need for the consent of, or consultation with, any Member, the purchasing, transferring, and otherwise acquiring, holding, and exercising all rights, powers, privileges and other incidents of ownership or possession with respect to the Series' Portfolio Investment and/or all other incidental investments, property and assets of the Series;

(b) open accounts with banks, brokerage firms or other financial institutions (including margin and discretionary accounts), deposit, maintain and withdraw funds in the name of the Series, draw checks or other orders for the payment of moneys, and pay the customary fees and charges applicable to transactions in all such accounts;

(c) borrow money and to make, issue, accept, endorse and execute promissory notes, drafts, bills of exchange and other instruments and evidences of indebtedness, all without limit as to amount and to secure the payment thereof by mortgage, pledge or assignment of or granting a security interest in all or any part of the securities and other property then owned or thereafter acquired by the Series (including, without limitation, the right to drawdown capital from the Members pursuant to the terms of this Series Supplement Agreement);

(d) enter into, and take any action under, any contract, agreement or other instrument as the Managing Member shall determine, in its discretion, to be necessary or desirable to further the purposes of the Series (including Subscription Agreements with any Member or prospective Member), including granting or refraining from granting any waivers, consents and approvals with respect to any of the foregoing and any matters incident thereto;

(e) bring and defend actions and Proceedings at law or in equity and before any governmental, administrative or other regulatory agency, body or commission;

(f) employ, on behalf of the Series, any and all financial advisors, underwriters, attorneys, accountants, consultants, experts, appraisers, custodians of the assets of the Series, or other agents on such terms and for such compensation as the Managing Member may determine, whether or not such Person may be an Affiliate of the Managing Member or may also be otherwise employed by any such Affiliate, and terminate such employment;

(g) make all elections, investigations, evaluations and decisions, including the voting of securities held by the Series, binding the Series thereby, that may in the judgment of the Managing Member be necessary or desirable for the acquisition, management or disposition of investments by the Series;

(h) incur expenses and other obligations on behalf of the Series in accordance with this Series Supplement Agreement and, to the extent that funds of the Series are available for such purpose, pay all such expenses and obligations;

(i) establish reserves in accordance with this Series Supplement Agreement for contingencies and for any other Series purpose;

(j) make distributions in accordance with this Series Supplement Agreement to the Members in cash or otherwise;

(k) prepare and cause to be prepared reports, statements and other information for distribution to the Members;

(l) cause to be prepared and filed all necessary U.S. and, if appropriate, non-U.S. tax returns and statements, including forms necessary to claim any available treaty benefits, pay all taxes, assessments and other impositions applicable to the assets of the Series and withhold

amounts with respect thereto from funds otherwise distributable to the Managing Member or any Member;

(m) maintain records and accounts of all operations, assets, liabilities, income, and expenditures of the Series;

(n) determine the accounting methods and conventions to be used in the preparation of any accounting or financial records of the Series;

(o) convene meetings of the Members for any purpose;

(p) effect a dissolution, termination, and liquidation of the Series as provided herein;
and

(q) act for and on behalf of the Series in all matters incidental to the foregoing, as may be permitted under the Delaware Act.

Section 2.03. Other Authority.

(a) The Managing Member agrees to use its reasonable best efforts to operate the Series in such a way that (i) neither the Series nor Waymark Capital will be an “investment company” within the meaning of the Investment Company Act, (ii) the Managing Member, the Investment Manager and their Affiliates will be in compliance with the Advisers Act or exempt from registration thereunder, (iii) each of the Series, Waymark Capital, the Managing Member, the Investment Manager and any Affiliate of the Managing Member or the Investment Manager will be in compliance with any material law, rule, regulation, executive order or policy applicable to the Series, the Managing Member, the Investment Manager or such Affiliate (including, without limitation, any anti-money laundering laws or any privacy laws). Any action taken by the Managing Member pursuant to this Section 2.03(a) shall not require the approval or consent of any Member.

(b) The Managing Member is hereby authorized to take any action it has determined in good faith to be necessary or desirable in order for (i) the Series not to be in violation of the Investment Company Act, (ii) the Managing Member, the Investment Manager and their Affiliates not to be in violation of the Advisers Act or its exemption from registration thereunder, (iii) the Series’ assets not to be deemed to be Plan Assets or (iv) each of the Series Waymark Capital, the Managing Member, the Investment Manager, or any Affiliate of the Managing Member or the Investment Manager not to be in violation of any material law, rule, regulation, executive order or policy applicable to the Series, Waymark Capital, the Managing Member, the Investment Manager or such Affiliate (including, without limitation, any anti-money laundering laws or any privacy laws) including (A) making structural, operating or other changes in the Series by amending this Series Supplement Agreement or otherwise (provided that any such amendment to cure any violation of any material law, rule, regulation, executive order or policy may only be made if, in the reasonable determination of the Managing Member, the making of such amendment is necessary or advisable to cure such violation), (B) requiring the sale in whole or in part of any other asset of the Series, (C) requiring the sale or transfer in whole or in part of any Member’s interest in the Series or otherwise causing a withdrawal in whole or in part of any Member from the Series or (D) dissolving the Series. Any action taken by the Managing

Member pursuant to this Section 2.03(b) shall not require the approval or consent of any Member.

(c) The Managing Member agrees to use its reasonable best efforts to operate the Series in such a manner that the Series will be treated as a partnership, and not as an association taxable as a corporation, for U.S. federal income tax purposes. The Members hereby agree and acknowledge that treatment of the Series as an association taxable as a corporation for U.S. federal income tax purposes would be materially adverse to all Members. Each Member agrees that it will not take any action that could reasonably be expected to cause the Series to be treated as an association taxable as a corporation for U.S. federal income tax purposes.

(d) The Members hereby acknowledge that the Managing Member's efforts pursuant to this Section 2.03 shall relate only to the operation of the Series and that the Managing Member shall have no responsibility, merely by its role as the managing member of the Series, whatsoever with respect to the operation of any other entity, including, without limitation, Waymark Capital. For the avoidance of doubt, nothing in this provision shall prevent the Managing Member as acting as the managing member of any other entity, including Waymark Capital.

Section 2.04. Management Fee.

(a) In consideration of the management services rendered pursuant to the Investment Advisory Agreement, the Series shall pay to the Investment Manager (and/or one or more designees) a management fee (the "Management Fee"), with respect to each Member at a rate equal to 2.50% per annum of such Member's capital commitment, as reflected by their Capital Account at the time of payment of the Management Fee. For the avoidance of doubt, the Managing Member's capital commitment, as reflected in its Capital Account, shall not be included for purposes of calculating the Management Fee owed to the Investment Manager.

(b) The Management Fee owed for the two (2) years of the Investment Period shall be payable in advance to the Investment Manager, payable in full by each Member on the Initial Closing Date on which they became of a Member of the Series (the "Upfront Management Fee Payment"). Members admitted to the Series after the Initial Closing Date shall be liable for, and pay, the Upfront Management Fee Payment retroactive to the Initial Closing Date, notwithstanding that such Member has been admitted to the Series on a Closing Date after the Initial Closing Date. After the Investment Period, the Management Fee will be assessed on a year by year basis, as indicated to the Members by written notice from the Managing Member, such amounts to be paid in advance to the Investment Manager.

(c) The Managing Member may waive or reduce the amount payable in respect of the Management Fee attributable to the interests held by certain Members, including, without limitation, Members who are members, officers, directors, employees or principals of the Managing Member, the Investment Manager or any of their respective Affiliates.

Section 2.05. Participation Fee; Due Diligence Fee; Sourcing Fees.

(a) The Series shall pay out of its assets to the Investment Manager (or its designee(s)) (i) on the Initial Closing Date, a fee in an amount equal to \$50,000 (the

“Participation Fee”), (ii) on the Initial Closing Date, a one-time due diligence fee (the “Due Diligence Fee”) with respect to each Member at a rate equal to 1.50% of such Member’s capital commitment, as reflected by their Capital Account at the time of payment of the Due Diligence Fee; and (iii) on the closing of each acquisition of Dataminr securities (each, a “Dataminr Purchase”) in connection with the Series’ Investment Objective, a sourcing fee (each, a “Sourcing Fee”, and collectively, the “Sourcing Fees”) with respect to each Member at a rate equal to 1.50% of such Member’s capital commitment, as reflected by their Capital Account at the time of payment of the Sourcing Fee.

(b) For the avoidance of doubt, (i) Members admitted to the Series after the Initial Closing Date shall pay the Due Diligence Fee and their portion of the Participation Fee at the time of the Closing Date when they are first admitted to the Series and (ii) Members admitted to the Series after one or more Dataminr Purchases (each, a “Missed Sourcing Fee”) shall pay an amount equal to the Sourcing Fee multiplied by the number of Missed Sourcing Fees due at the time of the Closing Date when they are first admitted to the Series.

(c) No Other Fees. For the avoidance of doubt, no fees or other compensation (except for the Management Fee, the Participation Fee, the Due Diligence Fee, the Sourcing Fees, the Carried Interest, and reimbursement for payment of certain expenses, liabilities and other obligations of the Series, including without limitation Organizational Expenses or Operating Expenses, as specifically provided for herein) shall be paid to the Investment Manager or Managing Member, as applicable, by the Series in respect of services rendered to the Series by the Investment Manager or Managing Member, as applicable, pursuant to and in accordance with this Series Supplement Agreement.

Section 2.06. Expenses.

(a) The Series shall be responsible for, and shall pay, all Operating Expenses and shall reimburse the Managing Member, the Investment Manager or any of their respective Affiliates for any Operating Expenses incurred by such Persons. All other expenses (except Organizational Expenses) incurred by the Managing Member, the Investment Manager or any of their respective Affiliates in connection with the management and administration of the Series shall be the responsibility of, and shall be paid by, such Persons.

(b) The Series shall be responsible for, and shall pay, all Organizational Expenses.

(c) Expense Reserves. The Managing Member shall withhold on a *pro rata* basis from the Capital Contributions of the Members (excluding the Capital Contributions by Managing Member) amounts necessary to create, in its reasonable discretion, appropriate reserves for Series Expenses and other liabilities, contingent or otherwise, of the Series as well as for any tax withholdings.

(d) No expense paid by the Managing Member and reimbursed by the Series shall be accounted for as a contribution to, or income of, the Series or shall in any way affect the Capital Account or Capital Contributions of the Managing Member hereunder.

Section 2.07. Transactions with Affiliates. To the extent permitted by applicable law, the Managing Member (when acting in its capacity as managing member of the Series) is hereby

authorized, on behalf of the Series, to purchase property or obtain services from, to sell property or provide services to, or otherwise to deal with the Managing Member (acting in its individual capacity and not in its capacity as the managing member of the Series), any Member or any Person in which an investment has been, or is proposed to be, made, to the extent that any such Person is considered to be an Affiliate of the Managing Member or the Investment Manager, or any Affiliate of any such Persons; provided that any such dealing (i) shall be on terms no less favorable to the Series than would be obtained on an arm's-length basis, as determined by the Managing Member or the Investment Manager in good faith, and (ii) shall not otherwise be in violation of this Series Supplement Agreement or the LLC Agreement. The Managing Member, the Investment Manager and any such Affiliate shall not be required to account for, and may retain, any amounts received in respect of, any fees earned by or any expenses reimbursed to such person.

Section 2.08. Other Business Ventures. Any Member, any Affiliate of any Member or any Person holding a legal or beneficial interest in such Member may engage in or possess an interest in other business ventures of every nature and description, independently or with others, whether such ventures are competitive with the Series or otherwise, and neither the Series nor any Member shall have any right arising under this Series Supplement Agreement in or to such independent ventures or to any income, profits or other benefits derived therefrom or to inspect the records thereof.

Section 2.09. Books and Records; Accounting Method; Fiscal Year.

(a) The Managing Member shall keep or cause to be kept at the address of the Managing Member (or, in accordance with applicable law, at such other place as the Managing Member shall determine in its discretion) full and accurate books and records of the Series. Each Member shall be shown as a member of the Series on such books and records. Subject to Section 2.11(b), such books and records shall be available, upon ten Business Days' notice to the Managing Member, for inspection at the offices of the Managing Member (or such other location designated by the Managing Member, in its discretion) at reasonable times during business hours on any Business Day by each Member or its duly authorized agents or representatives for a purpose reasonably related to such Member's interest in the Series. Each Member agrees that (i) such books and records contain confidential information relating to the Series and its business and affairs and (ii) the Managing Member shall have the right pursuant to Section 18-305 of the Delaware Act to prohibit or otherwise limit, in its reasonable discretion, the making of any copies of such books and records.

(b) Except as otherwise provided in this Series Supplement Agreement, the Series' books of account shall be kept in accordance with U.S. generally accepted accounting principles; provided that, for purposes of calculating the Series' Asset Value and Net Asset Value, (i) the Managing Member may cause Organizational Expenses to be amortized over a period of 36-months.

(c) Unless otherwise required by law, the Fiscal Year of the Series for financial statement and U.S. federal income tax purposes shall end on December 31.

Section 2.10. Tax Matters.

(a) The Managing Member shall prepare or cause to be prepared all federal, state and local, as well as non-U.S., if any, tax returns of the Series for each year for which such returns are required to be filed and shall file or cause such returns to be timely filed. The Managing Member shall determine the appropriate treatment of each item of income, gain, loss, deduction and credit of the Series and the accounting methods and conventions under the tax laws of the United States, the several states and other relevant jurisdictions as to the treatment of any such item or any other method or procedure related to the preparation of such tax returns. The Managing Member may cause the Series to make or refrain from making any and all elections permitted by such tax laws. The Managing Member shall be authorized to appoint, and if required by the Delaware Act or any other applicable law, shall appoint, a natural person to serve as the "designated individual" within the meaning of U.S. Treasury Regulations Section 301.6223-1(b)(3)(ii) (the "Designated Individual") to act on behalf of the Series Representative (as defined below). Each Member agrees that it will take no position on its individual tax returns inconsistent with the positions taken on the Series tax returns.

(b) The Managing Member shall be designated, and shall be specifically authorized to act as, the "partnership representative" under Section 6223 of the Code, as amended by the 2015 Budget Act (or any successor thereto) and in any similar capacity under state, local or non-U.S. law, as applicable (the "Series Representative"); and (ii) notwithstanding anything else to the contrary in this Series Supplement Agreement, the Managing Member shall apply the provisions of subchapter C of Chapter 63 of the Code, as amended by the 2015 Budget Act (or any successor rules thereto), or similar provisions of state, local or non-U.S. tax law, with respect to any audit, imputed underpayment, other adjustment, or any such decision or action by the Internal Revenue Service (or other tax authority) with respect to the Series or the Members for such taxable years, in the manner determined by the Managing Member in its reasonable discretion. The Members shall have no claim against the Series or Managing Member for any form of damages or liability as a result of reasonable actions taken or remedies reasonably pursued by or on behalf of the Series to comply with the rules under subchapter C of Chapter 63 of the Code, as amended by the 2015 Budget Act (or any successor rules thereto) or similar provisions of state, local or non-U.S. law. The Managing Member shall reasonably notify the Members of any tax deficiencies assessed or proposed to be assessed (of which the Managing Member is actually aware) by any taxing authority against the Series or the Members. Each Member authorizes the Managing Member to take such actions as are legally necessary to comply with any changes in the rules for U.S. federal, state, local or non-U.S. tax audits, examinations, assessments or collection of taxes of the Series or its Members including taking any actions that affect each Member's past or present interest in the Series, notwithstanding anything to the contrary in this Series Supplement Agreement. By entering into this Series Supplement Agreement, each Member acknowledges that it has knowledge of, or has been advised of, changes to rules regarding U.S. federal income tax audits, examinations, assessments and collections that resulted from the 2015 Budget Act, including additional economic burdens from taxation that may in some cases be imposed on partners in a partnership as a result of such changes when compared to prior law.

(c) Under Section 6225 of the Code as enacted under the 2015 Budget Act, in the case of any adjustment by the Internal Revenue Service in the amount of any item of income,

gain, loss, deduction, or credit of the Series or any Member's distributive share thereof ("IRS Adjustment"), the Series may pay an imputed underpayment as calculated under Section 6225(b) of the Code with respect to the IRS Adjustment, including interest and penalties ("Imputed Tax Underpayment") in the Adjustment Year or otherwise take the IRS Adjustment into account in the Adjustment Year. The Members agree that to the extent the Series may reduce any Imputed Tax Underpayment by reason of the status of any Member or Members as a "tax-exempt entity" (as defined in Section 6225(c)(3) of the Code), it shall do so, (ii) the expense for any resulting Imputed Tax Underpayment paid by the Series shall not be allocated to a tax-exempt Member to the extent such tax-exempt Member has timely provided all information to the Series and complied with all procedures required pursuant to Section 6225(c) of the Code for the Series to reduce the Imputed Tax Underpayment in accordance with clause (i) of this sentence, and (iii) distributions of cash and property that are apportioned between the Members hereunder shall be adjusted by the Managing Member to appropriately reflect the manner in which any Imputed Tax Underpayment is allocated between the Members. Each Member agrees to amend its U.S. federal income tax return(s) to include (or reduce) its allocable share of the Series income (or losses) resulting from an IRS Adjustment and pay any tax due with such return as required under Section 6225(c)(2) of the Code even if an Imputed Tax Underpayment liability of the Series or IRS Adjustment occurs after the Member's withdrawal from the Series. Each Member does hereby agree to indemnify and hold harmless the Series and the Managing Member from and against any liability with respect to such Member's proportionate share of any Imputed Tax Underpayment or other IRS Adjustment resulting in liability of the Series, regardless of whether such Member is a Member in the Series in an Adjustment Year, with such proportionate share as reasonably determined by the Managing Member, including the Managing Member's reasonable discretion to consider each Member's interest in the Series in the Reviewed Year and a Member's timely provision of information necessary to reduce the amount of Imputed Tax Underpayment set forth in Section 6225(c) of the Code. This obligation shall survive a Member's withdrawal from (or otherwise ceasing to be a Member of) the Series and/or the termination, dissolution, liquidation and winding up of the Series.

Section 2.11. Confidentiality. (a) Each Member agrees to keep confidential, and not to make any use of (other than for purposes reasonably related to its interest in the Series or for purposes of filing such Member's tax returns, preparing and publishing financial statements of such Member or its Affiliates or for other routine matters required by law) nor to disclose to any Person, any information or matter relating to the Series and its business and affairs, including the identities of the other Members (except to the extent necessary to permit any Member to claim any available treaty benefits), all offering materials used in connection with the marketing and private placement of interests in the Series (including, without limitation, this Series Supplement Agreement, the Term Sheet, the LLC Agreement and the related Subscription Agreement) and any information or matter related to any investment by the Series (other than disclosure to such Member's employees, agents, advisors (including financial and legal advisors), or representatives responsible for matters relating to the Series (each such Person being hereinafter referred to as an "Authorized Representative")); provided that such Member and its Authorized Representatives may make such disclosure to the extent that (i) the information being disclosed is publicly known at the time of proposed disclosure by such Member or Authorized Representative, (ii) the information subsequently becomes publicly known through no act or omission of such Member or Authorized Representative, (iii) the information otherwise is or becomes legally known to such Member other than through disclosure by the Series, Waymark

Capital, the Managing Member, the Investment Manager or by a source the Member knew or should have known was bound by a confidentiality obligation, (iv) such disclosure, in the written opinion of legal counsel reasonably acceptable to the Managing Member, is required by law or regulation, (v) such disclosure, in the written opinion of legal counsel reasonably acceptable to the Managing Member, is required by any regulatory authority or self-regulatory organization having jurisdiction over such Member, (vi) such disclosure is approved in advance and in writing by the Managing Member or (vii) such disclosure is authorized pursuant to Section 2.11(c). Prior to making any disclosure required by law, regulation, regulatory authority or self-regulatory organization, each Member shall notify the Managing Member in writing of such disclosure and deliver to the Managing Member a copy of the opinion referred to above. Prior to any disclosure to any Authorized Representative, each Member shall advise such Authorized Representative of the obligations set forth in this Section 2.11(a).

(b) The Managing Member may, to the maximum extent permitted by applicable law, keep confidential from any Member any information (including information requested pursuant to Section 2.09(a), but excluding information required to be furnished pursuant to Section 5.01) the disclosure of which the Series, Waymark Capital, the Managing Member, the Investment Manager or any of their Affiliates is required by law, agreement or otherwise to keep confidential, or any of the Managing Member, or the Investment Manager reasonably believes may have an adverse effect on (i) the ability of the Series to entertain, negotiate or consummate any proposed investment or any transaction directly or indirectly related to, or giving rise to, such investment, or (ii) the Series, Waymark Capital, the Managing Member, the Investment Manager or any of their Affiliates. It is understood and agreed to by each Member that the Managing Member may elect to exercise its right to withhold information pursuant to this Section 2.11 on a Member by Member basis and that the Managing Member may exercise such right with respect to a Member that is subject to any “freedom of information,” “sunshine” or other law, rule or regulation that imposes upon such Member an obligation to make certain information available to the public.

(c) With respect to each Member that is subject to, or believes that it is subject to, any “freedom of information,” “sunshine” or other law, rule or regulation that imposes upon such Member an obligation to make certain information available to the public, the Series hereby requests confidential treatment, to the maximum extent permitted under such law, rule or regulation, of all information described as confidential in this Section 2.11. A Member shall not release any such information pursuant to any such law, rule or regulation without, to the maximum extent permitted by applicable law, first giving the Managing Member at least 30 calendar days’ notice and providing the Managing Member with its reasonable cooperation in contesting, eliminating or otherwise mitigating the obligation to make such release.

Section 2.12. Reliance by Third Parties. Persons dealing with the Series are entitled to rely conclusively upon the power and authority of the Managing Member as set forth herein. The Series, and the Managing Member on behalf of the Series, may enter into and perform Subscription Agreements with each Person subscribing for a limited liability company interest in the Series without any further act, vote or approval of any Person, including any Member, notwithstanding any other provision of this Series Supplement Agreement. The Managing Member is hereby authorized to enter into the agreements described in the preceding sentence on

behalf of the Series, but such authorization shall not be deemed a restriction on the power of the Managing Member to enter into other agreements on behalf of the Series.

ARTICLE 3

Capital Contributions; Capital Accounts; Allocations

Section 3.01. Capital Contributions.

(a) Upon admission to the Series as a Member, each Member shall make a Capital Contribution to the Series in an amount agreed by the Managing Member in such Member's Subscription Agreement, which shall be reflected in the Series' books and records. The Managing Member may, in its discretion, allow Members to make additional Capital Contributions to the Series on any day on which the Managing Member is authorized to admit additional Members to the Series pursuant to Section 1.07 or at such other times as the Managing Member may determine, in its discretion.

(b) Except as otherwise provided elsewhere in this Series Supplement Agreement, the Capital Contributions of the Members shall be paid in separate Drawdowns in the amounts determined pursuant to the terms of this Section 3.01(b), subject to the following terms and conditions:

(i) Timing of Drawdown Notices; Use of Drawdowns. The Manager shall generally provide each Member with a notice of each Drawdown (a "Drawdown Notice") at least five (5) Business Days prior to the date on which such Drawdown is due and payable (the "Drawdown Date"); provided, that the Managing Member may specify in writing prior to a Member's admission to the Series an amount, up to and including the entire capital commitment that such Member subscribed for in its Subscription Agreement, that such Member shall be obligated to pay as a Drawdown on the Closing Date on which such Member is admitted to the Series, and no separate Drawdown Notice shall be required for such Member in respect of such Drawdown. Each Drawdown may be used for any purpose authorized or contemplated by this Series Supplement Agreement.

(ii) Calculation of Each Member's Share of a Drawdown. Each Member shall pay to the Series the Drawdown amount indicated in the relevant Drawdown Notice by wire transfer in immediately available funds to the account specified therein. The required Capital Contribution of each Member shall be made no later than the Drawdown Date specified in such Drawdown Notice.

(c) Each Member's initial Capital Contribution shall be made in amounts of at least \$50,000, subject to the Managing Member's right to accept lesser amounts in its discretion. Additional Capital Contribution shall be made in such minimum amounts as indicated in writing to the Members by the Managing Member (the "Minimum Additional Subscription Amount"), subject to the Managing Member's right to accept lesser amounts in its discretion. No Member shall be required to make additional Capital Contributions to the Series pursuant to this Section 3.01.

(d) Capital Contributions shall be made in U.S. Dollars.

(e) The Managing Member may make Capital Contributions to the Series from time to time in amounts determined by the Managing Member in its discretion.

(f) Except as expressly provided in Section 6.01, the provisions of this Series Supplement Agreement (including this Section 3.01) are intended solely to benefit the Members and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Series (and no such creditor shall be a third-party beneficiary of this Series Supplement Agreement), and no Member shall have any duty or obligation to any creditor of the Series to make any contributions or payments to the Series.

Section 3.02. Capital Accounts. (a) There shall be established and maintained for each Member on the books and records of the Series a capital account (a “Capital Account”), the balance of which shall initially be zero. For each Accounting Period, the Capital Account of each Member shall be:

(i) credited with the amount of any Capital Contributions made by such Member during such Accounting Period;

(ii) credited with any allocations of Profits made to such Member for such Accounting Period;

(iii) debited by any allocation of Losses made to such Member for such Accounting Period;

(iv) debited by such Member’s share of the Organizational Expenses, Operating Expenses, and expenses related to the Series’ investments for such Accounting Period; and

(v) debited by the amount of cash paid to such Member as an amount withdrawn by, or distributed to, such Member during such Accounting Period or, in the case of any payment of a withdrawal or distribution in kind, the fair value of the property paid or distributed during such Accounting Period, as determined in accordance with Section 3.06.

(b) To the extent not provided for in Section 3.02(a), the Capital Accounts of the Members shall be adjusted and maintained in accordance with the rules of Treasury Regulations Section 1.704- 1(b)(2)(iv), as the same may be amended or revised from time to time.

Section 3.03. Allocation of Profits and Losses. At the end of each Accounting Period, the Profits and Losses for such Accounting Period (determined without taking into account the items allocated pursuant to Section 3.04) shall be allocated to the Capital Accounts of the Members in proportion to their respective Series Percentages as such Series Percentages are calculated as of the first day of such Accounting Period.

Section 3.04. Allocation of Fees and Expenses.

(a) At the end of each Accounting Period, the amount of any Organizational Expenses amortized by the Series during such Accounting Period shall be debited from the

Capital Accounts of the Members in proportion to their respective Series Percentages as such Series Percentages are calculated as of the first day of such Accounting Period.

(b) At the end of each Accounting Period, the amount of any Operating Expenses incurred by the Series during such Accounting Period shall be allocated as follows:

(i) Operating Expenses incurred as a result of withdrawals or distributions may, in the discretion of the Managing Member, be debited from the Capital Account(s) of the Member(s) making such withdrawals or receiving such distributions; and

(ii) all other Operating Expenses shall be debited from the Capital Accounts of the Members in proportion to their respective Series Percentages as such Series Percentages are calculated as of the first day of such Accounting Period;

provided that the Managing Member may allocate any Operating Expense among the Members on a basis other than as stated in this Section 3.04(b), including by allocating certain Operating Expenses to certain (but not all) Members, if the Managing Member determines in its discretion that such allocation is clearly more equitable.

(c) All fees payable in accordance with Article 2, shall be debited from the Capital Accounts of the Members in accordance with the provisions of Article 2.

Section 3.05. Special Member's Interest. The Interests held by the Special Member, and any of the Managing Member's Affiliates, shall be excluded for purposes of calculating (i) amounts payable to the Special Member pursuant Section 4.02(b)(ii) and (ii) amounts payable by the Members in respect of fees under Article 2, Series Expenses and/or reserved for the payment of Series Expenses.

Section 3.06. Valuation. So long as the Series does not constitute Plan Assets for purposes of ERISA, the valuations of any securities or other assets of the Series shall be calculated by the Managing Member or its designee (which may be the Investment Manager) in good faith and in accordance with U.S. generally accepted accounting principles and shall include the valuation of illiquid investments at their estimated fair market value using generally accepted valuation techniques as reasonably determined by the Managing Member. The determination of the Managing Member or its designee of any valuation shall be final and binding on all Members and former Members. The valuation of the Series' investments shall be used to determine the Series' Asset Value, Net Asset Value, Profits and Losses.

Section 3.07. Special Allocations. Notwithstanding any other provision in this Article 3:

(a) Minimum Gain Chargeback. If there is a net decrease in Partnership Minimum Gain or Partner Nonrecourse Debt Minimum Gain (determined in accordance with the principles of Treasury Regulations Sections 1.704-2(d) and 1.704-2(i)) during any Series taxable year, the Members shall be specially allocated items of income and gain for such year (and, if necessary, subsequent years) in an amount equal to their respective shares of such net decrease during such year, determined pursuant to Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5). The items to be so allocated shall be determined in accordance with Treasury Regulations Section

1.704-2(f). This Section 3.07(a) is intended to comply with the minimum gain chargeback requirements in such Treasury Regulations Sections and shall be interpreted consistently therewith, including that no chargeback shall be required to the extent of the exceptions provided in Treasury Regulations Sections 1.704-2(f) and 1.704-2(i)(4).

(b) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Series income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate the deficit balance in such Member's adjusted Capital Account created by such adjustments, allocations or distributions as promptly as possible.

(c) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Fiscal Year that exceeds the sum of (i) the amount such Member is obligated to restore, if any, pursuant to any provision of this Series Supplement Agreement, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Section 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Series income and gain in the amount of such excess as quickly as possible; provided that an allocation pursuant to this Section 3.07(c) shall be made only if and to the extent that a Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article 3 have been tentatively made as if Section 3.07(b) and this Section 3.07(c) were not in this Series Supplement Agreement.

(d) Payee Allocation. In the event any payment to any person that is treated by the Series as the payment of an expense is re-characterized by a taxing authority as a Series distribution to the payee as a Member, such payee shall be specially allocated an amount of the Series' gross income and gain as quickly as possible equal to the amount of the distribution.

(e) Nonrecourse Deductions. Nonrecourse Deductions shall be allocated to the Members in accordance with their respective Percentage Interests.

(f) Member Nonrecourse Deductions. Partner Nonrecourse Deductions for any taxable period shall be allocated to the Member who bears the economic risk of loss with respect to the liability to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(j).

(g) Allocations Relating to Taxable Issuance of Interests. Any income, gain, loss, or deduction realized by the Series as a direct or indirect result of the issuance (or deemed issuance) of an Interest to a Member (the "Issuance Items") shall be allocated among the Members so that, to the extent possible, the net amount of such Issuance Items, together with any items of income, gain, loss or deduction realized by such Member as a direct or indirect result of the issuance (or deemed issuance) and all other allocations under this Series Supplement Agreement to each Member, shall be equal to the net amount that would have been allocated to each such Member if the Issuance Items had not been realized.

(h) Special Allocations. If any special allocations of income or gain are made pursuant to Section 3.07(b) or (c) hereof, subsequent allocations shall be made pursuant to this Section 3.07(h) so that the net amount of any items so allocated and all other items allocated to

each Member shall, to the extent possible, be equal to the net amount that would have been allocated to each Member if such allocations pursuant to Section 3.07(b) or (c) had not occurred.

Section 3.08. Tax Allocations.

(a) For federal, state and local income tax purposes, each item of income, gain, loss, deduction and credit of the Series shall be allocated among the Members, at the end of each fiscal year, as nearly as possible in the same manner as the corresponding item of income, expense, gain or loss is allocated pursuant to the other provisions of this Article 3.

(b) In the event a Member withdraws all or a portion of such Member's Capital Account balance pursuant to Article 4, the Managing Member may, in its discretion, make a special allocation to such Member for U.S. federal income tax purposes of items of income, gain, loss and deduction so as to reduce the amount, if any, by which the balance of such Member's Capital Account exceeds, or is less than, the tax basis of such Member's interest in the Series.

(c) All items of income, gain, loss and deduction with respect to any Series asset that has a book value that differs from its adjusted tax basis for U.S. federal income tax purposes shall be allocated so as to take into account both the amount and the character of the variation between the book value and the adjusted tax basis in accordance with the principles of Section 704(c) of the Code and the Treasury regulations thereunder.

ARTICLE 4
Distributions and Withdrawals

Section 4.01. Distributions Generally.

(a) Except as otherwise expressly provided in this Article 4 or in Article 7, no Member shall have the right to withdraw capital from the Series or to receive any distribution or return of any capital contribution to the Series.

(b) Distributions pursuant to this Article 4 may be made in cash or in kind, in the sole discretion of the Managing Member. Distributions consisting of both cash and in kind instruments shall be made, to the extent practicable, in the same proportions of cash and in kind instruments to each Member receiving such distributions.

Section 4.02. Amounts and Priority of Distributions; Distribution Returns

(a) Except as set forth in Section 7.03, the Managing Member, acting in its sole discretion, shall cause the Series to distribute all or any portion of its liquid assets available for distribution (as determined by the Managing Member), after deducting therefrom amounts determined by the Managing Member to be necessary for the payment of Series Expenses and other liabilities of the Series, and any amounts set aside for the restoration, increase or creation of reserves for all Series purposes, including without limitation anticipated or contingent obligations, losses and commitments of the Series (collectively, the "Available Assets"), from time to time in accordance with this Section.

(b) Distributions of Available Assets will be apportioned and distributed to the Members *pro rata* based on their respective Commitments (subject to Section 3.05) in accordance with the following:

(i) **First**, one hundred percent (100%) to the Members, until each Member has received cumulative distributions pursuant to this clause (i) in an amount equal to its Capital Contributions to the Series; and

(ii) **Second**, eighty percent (80%) to the Members and twenty percent (20%) to the Special Member (the amounts payable to the Special Member pursuant to this clause (ii), the “Carried Interest”).

(c) Return of Distributions. At any time and from time to time, the Manager may require the Members to return distributions (“Distribution Returns”) to satisfy all or any portion of the Series’ outstanding liabilities, including, without limitation, Series Expenses and indemnity obligations, whether such obligations arise before or after the termination of the Series; provided, that the Managing Member may only require Distribution Returns in the event that the Series is unable to satisfy such obligations of the Series with Series assets. Each Member shall make a Distribution Return in respect of its *pro rata* share of such obligation in proportion to its Series Percentage. Distribution Returns will not be treated as a Capital Contribution. In the event that the Series has been dissolved, wound up and terminated pursuant to this Series Supplement Agreement, the Managing Member (or one of its Affiliates) may require the Members to make Distribution Returns directly to Indemnified Persons, as applicable. A Member’s obligation to return distributions to the Series under this Section 4.02(c) shall survive the dissolution of the Series.

Section 4.03. Mandatory Withdrawals.

(a) The Managing Member may require any Member to withdraw its Interest from the Series in whole or in part if the Managing Member determines that continued undiminished membership of the Member in the Series could (i) constitute or give rise to a violation of the Delaware Act or any other applicable law or (ii) otherwise subject the Series or the Managing Member to an adverse legal, tax or regulatory consequence. Any Member, upon written notice by the Managing Member to such Member, shall be required to so withdraw as of the date specified in such notice, which date shall be on or after the date of such notice.

(b) Withdrawals pursuant to this Section 4.03 will be effected by the Series purchase of such Member's Interest in the Series at a price equal to the fair market value of such Member's Interest, as reasonably determined by the Managing Member, and for the consideration permitted by this Section 4.03. The withdrawing Member will receive in exchange for its Interest, at the sole discretion of the Managing Member, (i) cash, (ii) the withdrawing Member's *pro rata* share (based on Series Percentage), in kind, of the Portfolio Investment, or (iii) a combination of both. The effective date of any withdrawal pursuant to this Section 4.03 shall be the last Business Day of the month in which notice of such withdrawal was given pursuant to Section 4.03(a).

(c) If a Member withdraws from the Series pursuant to this Section 4.03, (i) the portion, if any, of the Portfolio Investment attributable to the Carried Interest allocable to the Special Member with respect to such Member's Interest shall remain in the Series in cash or in

kind, as the case may be, and shall be held solely for the account of the Special Member, (ii) the portion of such Member's Capital Account corresponding to such portion of the Portfolio Investment shall be allocated to the Capital Account of the Special Member, and (iii) the Special Member shall be entitled to the proceeds from the disposition of such portion of the Portfolio Investment at the time of its disposition.

Section 4.04. Withdrawals by the Managing Member. The Managing Member may, effective as of any Accounting Period, make withdrawals from its Capital Account. The withdrawal by the Managing Member of the entire balance of its Capital Account shall not cause the Managing Member to cease to be a managing member of the Series.

Section 4.05. Withholding of Certain Amounts. (a) Notwithstanding any other provision of this Series Supplement Agreement, the Managing Member may, in its discretion, withhold from any payments of cash or property in kind to any Member pursuant to this Series Supplement Agreement (whether pursuant to a withdrawal, distribution or otherwise), the following amounts:

(i) any amounts due from such Member to the Series, the Managing Member or any of their Affiliates pursuant to this Series Supplement Agreement to the extent not otherwise paid; and

(ii) any amounts required to pay, or to reimburse (on a net after-tax basis) any Indemnified Person for the payment of any taxes and related expenses that the Managing Member in good faith determines to be properly attributable to such Member (including, without limitation, withholding taxes and interest, penalties, additions to tax and expenses incurred in respect thereof).

Any amounts so withheld pursuant to this Section 4.05 shall (x) be applied by the Managing Member to discharge the obligation in respect of which such amounts were withheld and (y) be treated for all purposes under this Series Supplement Agreement as amounts paid to the relevant Member.

(b) Notwithstanding any other provision of this Series Supplement Agreement, the Series and the Managing Member on behalf of the Series shall not be required to make a payment of any amount withdrawn by, or a distribution to, any Member on account of its Interest if such payment or distribution would violate the Delaware Act or other applicable law.

ARTICLE 5 Reports to Members

Section 5.01. Reports.

(a) Commencing with the Fiscal Year ending December 31, 2021, the books of account and records of the Series shall be audited as of the end of each Fiscal Year by an independent accounting firm selected from time to time by the Managing Member. The independent accounting firm shall deem the Managing Member to have management authority and to represent all Members in the Series' business and affairs. All reports provided to the

Members pursuant to this Section 5.01 shall be prepared in accordance with U.S. generally accepted accounting principles.

(b) Not later than 30 days after the end of each Accounting Period, the Managing Member shall prepare or cause to be prepared, and shall distribute to each Member, an unaudited statement of changes in such Member's Capital Account.

(c) Not later than 120 days after the end of each Fiscal Year, the Managing Member shall make reasonable efforts to cause the Series' independent accounting firm to prepare, and shall mail to each Member, an audited report setting forth:

- (i) a balance sheet of the Series as of the end of such Fiscal Year;
- (ii) an income statement of the Series as of the end of such Fiscal Year; and
- (iii) a statement of changes in the Series' capital for such Fiscal Year.

(d) As promptly as practicable after the end of each Fiscal Year, the Managing Member shall transmit to each Member a U.S. federal income tax Schedule K-1 and a report setting forth in sufficient detail such information relating to transactions effected by the Series during such Fiscal Year as, in the reasonable judgment of the Managing Member, is necessary to enable such Member to prepare its U.S. federal income tax return, if any.

(e) For purposes of the Series' annual reports to its Members, all valuations of the assets of the Series contained in such reports shall be determined in good faith by the Managing Member, the Investment Manager or their respective designees in accordance with Section 3.06 of this Series Supplement Agreement; provided that neither the Managing Member, the Investment Manager nor any of their respective designees shall be liable for any inaccuracies in such good faith valuations.

ARTICLE 6 Exculpation and Indemnification

Section 6.01. Exculpation and Indemnification. (a) To the fullest extent permitted by applicable law or regulation, none of the Managing Member, the Investment Manager, Waymark Capital, Affiliates of the foregoing, nor any of their respective members, officers, principals, directors, partners, managers, shareholders, employees, agents or representatives (each, an "Indemnified Person") shall be liable to the Series or to the Members for any losses, claims, damages, liabilities or expenses arising from any act or omission performed or omitted by it in connection with this Series Supplement Agreement or the Series' business or affairs except for any such losses, claims, damages, liabilities or expenses that result from such Indemnified Person's (a) willful default, fraud or gross negligence or (b) an act that constitutes ERISA violations of fiduciary standards imposed under ERISA at a time when the assets of the Series are deemed to constitute Plan Assets. Notwithstanding the foregoing provisions of this Section 6.01(a), no provision of this Series Supplement Agreement shall constitute a waiver or limitation of any Member's rights, if any, under the U.S. federal or state securities laws.

(b) The Series shall, to the fullest extent permitted by applicable law or regulation, indemnify and hold harmless each Indemnified Person against any losses, claims, damages, liabilities or expenses to which such Indemnified Person may become subject in connection with any matter arising out of or in connection with this Series Supplement Agreement or the Series' business or affairs, except for any such loss, claim, damage, liability or expense that results from such Indemnified Person's willful default, fraud or gross negligence. If any Indemnified Person becomes involved in any capacity in any action, Proceeding or investigation in connection with any matter arising out of or in connection with this Series Supplement Agreement or the Series' business or affairs, the Series shall periodically (not less frequently than each month) reimburse the Indemnified Person for its legal and other expenses (including the cost of any investigation and preparation) incurred in connection therewith; *provided* that such Indemnified Person shall agree promptly to repay to the Series the amount of any such reimbursed expenses paid to it to the extent that it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Series in connection with such action, Proceeding or investigation as provided in the exception contained in the immediately preceding sentence. If for any reason (other than the gross negligence or willful misconduct of such Indemnified Person) the foregoing indemnification is unavailable to such Indemnified Person, or insufficient to hold it harmless, then the Series shall contribute to the amount paid or payable by such Indemnified Person as a result of such loss, claim, damage, liability or expense in such proportion as is appropriate to reflect the relative benefits received by the Series, on the one hand, and the Indemnified Person on the other hand or, if such allocation is not permitted by applicable law or regulation, to reflect not only the relative benefits referred to above but also any other relevant equitable considerations.

(c) Each Member covenants for itself and its successors, permitted assigns, heirs and personal representatives that such Person shall, at any time prior to or after dissolution of the Series, whether before or after such Person's withdrawal from the Series, pay to the Series or the Managing Member on demand any amount which the Series, Waymark Capital, the Managing Member, or the Investment Manager, as the case may be, is required to pay in respect of taxes (including withholding taxes and, if applicable, interest, penalties and costs and expenses of contesting any such taxes) imposed upon income of or distributions to such Member. This Section 6.01(c) shall survive the termination of this Series Supplement Agreement.

(d) The provisions of this Series Supplement Agreement, to the extent that they restrict or eliminate 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.

(e) Notwithstanding any other provision of this Series Supplement Agreement or any provision of law or in equity to the contrary, whenever in this Series Supplement Agreement the Managing Member is permitted or required to make a decision (i) in its "discretion," "sole discretion" or under a similar grant of authority or latitude, the Managing Member, to the fullest extent permitted by applicable law or regulation, shall be entitled to consider only such interests and factors as it desires and may consider its own interests and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Series or the Members or (ii) in its "good faith" or under another express standard, the Managing Member, to the fullest extent permitted by applicable law, shall act under such express standard and shall not be subject to any

other or different standards imposed by this Series Supplement Agreement or by law or any other agreement contemplated herein.

(f) Notwithstanding any other provision of this Series Supplement Agreement, the reimbursement, indemnity and contribution obligations of the Series under Section 6.01(b) (the “Indemnification Obligations”) shall:

(i) be in addition to any liability which the Series may otherwise have;

(ii) be binding upon and inure to the benefit of any successors, permitted assigns, heirs and personal representatives of each Indemnified Person and any such Persons; and

(iii) be limited to the assets of the Series, it being agreed that the Managing Member shall have the right to withhold or suspend any redemption, payment or withdrawal requested by any Member or shareholder thereof if, in the good faith determination of the Managing Member, such action is necessary in order for the Series to maintain reasonable reserves for payment of Indemnification Obligations; *provided* that a Member (or former Member) may be required to make additional Capital Contributions or payments to the Series up to, but not in excess of, the aggregate amount of Withdrawal Proceeds received by such Member (or former Member) from the Series during or after the Fiscal Year (or relevant portion thereof) to which any Indemnification Obligations are attributable, in an amount equal to such Member’s (or such former Member’s) share of such Indemnification Obligation (determined in accordance with Article 3) at the time such Indemnification Obligation was incurred by the Series. Notwithstanding the foregoing proviso, and other than with respect to Section 6.01(c), no Member (or former Member) shall have any obligation to make Capital Contributions or payments under this Section 6.01(f)(iii) (A) if such liability or obligation would be in violation of the Delaware Act, (B) to the extent that the aggregate amount of such contributions and payments would exceed the aggregate amount of Withdrawal Proceeds (including returns of capital) received from the Series by such Member during or after the Fiscal Year (or relevant portion thereof) to which such Indemnification Obligation is attributable net of the aggregate amount of Withdrawal Proceeds (including returns of capital) that such Member has returned or is obligated to return pursuant to the Delaware Act or (C) if the Managing Member has not provided such Member (or former Member) written notice of any liabilities or obligations pursuant to this Section 6.01(f)(iii) within six years after the earlier of (x) the date such Member ceases to be a Member of the Series and (y) the dissolution of the Series.

(g) The Managing Member may cause the Series to purchase and maintain insurance coverage reasonably satisfactory to the Managing Member that provides the Series with coverage with respect to losses, claims, damages, liabilities and expenses that would otherwise be Indemnification Obligations. The fees and expenses incurred in connection with obtaining and maintaining any such insurance policy or policies, including any commissions and premiums, shall be Operating Expenses.

Section 6.02. Forum Selection.

(a) To the fullest extent permitted by applicable law, the Managing Member and each Member hereby agree that any claim, action or Proceeding by any Member seeking any relief whatsoever against any Indemnified Person based on, arising out of or in connection with this Series Supplement Agreement or the Series' business or affairs shall be brought only in the Chancery Court of the State of Delaware (or other appropriate state court in the State of Delaware) or the Federal courts located in the States of Delaware or New York, and not in any other State or Federal court in the United States of America or any court in any other country. The Managing Member and each Member acknowledge that, in the event of any breach of this provision, the Indemnified Persons have no adequate remedy at law and shall be entitled to injunctive relief to enforce the terms of this Section 6.02.

(b) EACH MEMBER HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

ARTICLE 7
Duration and Dissolution of the Series

Section 7.01. Duration and Dissolution. The term of the Series commenced on the date of the filing of the Certificate of Registered Series pursuant to the Delaware Act and shall continue until the Series is dissolved, which dissolution shall occur upon the first of any of the following events: (i) the Portfolio Investment has been disposed of and all investment proceeds have been distributed by the Series; (ii) in the sole discretion and determination of the Managing Member, changes in any applicable law or regulation, or any interpretation thereof, would have a material adverse effect on the continuation of the Series, (iii) such action is necessary or desirable as provided in Section 2.03(b); (iv) the entry of a decree of judicial dissolution under the Delaware Act; or (v) the determination by the Managing Member, in its discretion, to dissolve Waymark Capital which shall trigger an automatic cancellation of the Certificate of Registered Series of the Series, pursuant to the Delaware Act; provided, that the death, retirement, dissolution, resignation, expulsion or bankruptcy of any Member, including the Managing Member, shall not cause the dissolution of the Series, and following any such event the remaining Members shall have the right to continue the business of the Series. The Series shall not be dissolved as a result of there no longer being any Managing Member of the Series if the Series is continued in accordance with Section 18-801(a)(4) of the Act. For the avoidance of doubt, no Member shall be entitled to reimbursement for any portion of such Member's Upfront Management Fee Payment as a result of the termination of the Series in accordance with this Section 7.01 prior to the end of the Investment Period.

Section 7.02. Winding-Up of the Series. Subject to the Delaware Act, in performing its duties, the Managing Member is authorized to sell, distribute, exchange or otherwise dispose of the assets of the Series in any reasonable manner that the Managing Member shall determine. The Managing Member shall determine in its discretion which assets of the Series shall be sold and which assets of the Series shall be retained for distribution in kind to the Members (taking into account applicable tax and other legal considerations). Assets to be distributed in kind to the

Members shall be valued by the Managing Member or its designee pursuant to the principles set forth in Section 3.06.

Section 7.03. Distribution upon Liquidation of the Series.

(a) Subject to the Delaware Act, after all liabilities of the Series have been satisfied or duly provided for (whether by payment or the making of reasonable provision for payment thereof), the remaining assets of the Series shall be distributed to the Members in accordance with their respective positive Capital Account balances. The Series shall terminate when all of the assets of the Series shall have been distributed to the Members in accordance with this Section 7.03 and the Certificate of Registered Series of the Series and/or the Certificate of Formation of Waymark Capital shall have been canceled in the manner required by the Delaware Act.

(b) In the discretion of the liquidator, and subject to the Delaware Act, a portion of the distributions that would otherwise be made to the Members pursuant to this Section 7.03 may be:

(i) distributed to a trust established for the benefit of the Members for purposes of liquidating Series assets, collecting amounts owed to the Series and paying any liabilities or obligations of the Series or of the Managing Member arising out of, or in connection with, this Series Supplement Agreement or the Series' business or affairs; or

(ii) withheld, with respect to any Member, to provide a reserve for the payment of such Member's share of future Operating Expenses; provided that such withheld amounts shall be distributed to the Members as soon as the liquidator determines, in its discretion, that it is no longer necessary to retain such amounts.

The assets of any trust established in connection with Section 7.03(b)(i) above shall be distributed to the Members from time to time, in the discretion of the liquidator, in the same proportions as the amount distributed to such trust by the Series would otherwise have been distributed to the Members pursuant to this Series Supplement Agreement.

(c) Notwithstanding anything to the contrary in this Series Supplement Agreement, no Member that is subject to the prohibited transaction rules or ERISA or Section 4975 of the Code shall be required to accept an in-kind distribution if accepting such in-kind distribution would, in the opinion of counsel to the Member reasonably acceptable to the Managing Member, cause the Member to be in violation of such prohibited transaction rules, rather the liquidator shall instead undertake to sell the property on behalf of such Member and distribute to such Member the net cash proceeds of such sale.

Section 7.04. No Obligation to Restore Capital Accounts. Except as may be required by law, no Member whose Capital Account balance is a negative or deficit amount (either during the existence of the Series or upon liquidation) shall have any obligation to return any amounts previously distributed to such Member or to contribute cash or other assets to the Series to restore or make up the deficit in such Member's impaired Capital Account..

ARTICLE 8

Transferability of Interests

Section 8.01. Restrictions on Transfer by a Member. No Member may Transfer all or any portion of its Interest in the Series without the prior written consent of the Managing Member (which may, in the Managing Member's sole discretion, be withheld or granted on such terms as the Managing Member determines including, without limitation, compliance with Section 8.04 below).

(a) In no event may a Member Transfer any portion of its interest in the Series, nor may a Substituted Member (as defined in Section 8.02) be admitted to the Series, if such Transfer or such admission would, in the judgment of the Managing Member, cause the Series to be treated as a "publicly traded partnership" within the meaning of Section 7704 of the Code, jeopardize the status of the Series as a partnership for U.S. federal income tax purposes, cause a dissolution of the Series under the Delaware Act, cause a dissolution of Waymark Capital under the Delaware Act, cause the Series or Waymark Capital to be an "investment company" within the meaning of the Investment Company Act, cause the Managing Member, the Investment Manager or any of their Affiliates to be in violation of the Advisers Act or its exemption from registration thereunder, or would violate, or cause the Series or Waymark Capital to violate, any applicable law or regulation including any applicable federal or state securities laws.

(b) Notwithstanding anything to the contrary herein, neither the Series nor any Member shall participate in the establishment of a secondary market for Interests in the Series or the substantial equivalent thereof as defined in Treasury Regulation Section 1.7704-1(c) or the inclusion of Interests in the Series on such a market or on an established securities market as defined in Treasury Regulation Section 1.7704-1(b), nor shall the Series recognize any Transfers of Interests in the Series made on any of the foregoing markets by admitting the purported transferee to the Series or otherwise recognizing the rights of such purported transferee.

Section 8.02. Expenses of Transfer; Indemnification. All expenses, including, without limitation, attorneys' and accountants' fees and expenses, incurred by the Managing Member or the Series in connection with any Transfer shall be borne by the transferring Member. In addition, the transferring Member or its transferee shall indemnify the Series, Waymark Capital, the Managing Member, the Investment Manager and its Affiliates in a manner satisfactory to the Managing Member against any losses, claims, damages or liabilities to which the Series, Waymark Capital, the Managing Member, and the Investment Manager or its Affiliates may become subject arising out of or based upon any false representation or warranty made by, or breach or failure to comply with any covenant or agreement of such transferring Member or its transferee as the case may be (any such transferee, when admitted and shown as such on the books and records of the Series, being hereinafter called a "Substituted Member") in connection with such Transfer.

Section 8.03. Recognition of Transfer; Substituted Members.

(a) The Series shall not recognize for any purpose any purported Transfer of all or any part of a Member's Interest in the Series and no purchaser, assignee, transferee or other recipient of all or any part of such Interest in the Series shall become a Substituted Member hereunder unless:

- (i) the conditions of this Article 8 shall have been satisfied;
 - (ii) the Managing Member shall have been furnished with the documents effecting such Transfer, in form reasonably satisfactory to the Managing Member, executed and acknowledged by both the transferor and the transferee;
 - (iii) such transferee shall have represented in writing that such Transfer was made in accordance with all applicable laws and regulations;
 - (iv) all necessary governmental consents shall have been obtained in respect of such Transfer; and
 - (v) the books and records of the Series shall have been changed (which change shall be made as promptly as practicable) to reflect the admission of such Substituted Member.
- (b) Each Substituted Member, as a condition to its admission as a Member, shall execute and acknowledge such instruments (including a counterpart of this Series Supplement Agreement), in form and substance satisfactory to the Managing Member, as the Managing Member reasonably deems necessary or desirable to effectuate such admission and to confirm the agreement of such Substituted Member to be bound by all the terms and provisions of this Series Supplement Agreement with respect to the Interest in the Series acquired by such Substituted Member. The admission of a Substituted Member shall not require the approval of any Member. Each such Substituted Member may be admitted as a Member only upon satisfaction of the conditions set forth in this Section 8.03.

Section 8.04. Information Reporting in Connection with Transfer. In connection with any Transfer, the Transferee shall provide the Series, within 30 days after such Transfer (or in the case of a Transferee that acquires an interest in the Series on the death of a Member, within one year of such death), with such information on the Substituted Member as the Managing Member reasonably requests, in its sole discretion.

Section 8.05. Transfer of the Managing Member's Interest.

(a) The Managing Member may Transfer its Interest to any Person that is a successor-in-interest (by merger or otherwise) or to an assignee that is a limited partnership, limited liability company or other entity controlled, directly or indirectly, by the member(s) of the Managing Member or is otherwise an Affiliate of the Managing Member. If the Managing Member so determines in its discretion, the Managing Member may admit any Person to whom the Managing Member proposes to make such a Transfer as an additional managing member of the Series, and such transferee shall be deemed admitted to the Series as a managing member of the Series immediately prior to such Transfer and shall continue the business of the Series without dissolution. Any Person who succeeds to the Managing Member's interest in the Series and becomes the managing member of the Series shall be bound by calculations relating to amounts previously allocated, withdrawn and distributed pursuant to Articles 3, 4 and 7 and shall otherwise be treated with respect to such amounts and calculations as if such Person were the managing member of the Series from the inception of the Series.

(b) Except as otherwise provided in this Section 8.05, the Managing Member may not withdraw from the Series (within the meaning of the Delaware Act).

ARTICLE 9

Miscellaneous

Section 9.01. Amendments; Waivers.

(a) Except as otherwise provided in this Section 9.01 and Section 2.03, any provision of this Series Supplement Agreement may be amended or waived by the Managing Member with the approval of the Majority in Interest; provided that no amendment or waiver of this Series Supplement Agreement shall:

(i) amend this Section 9.01 in a manner adverse to a Member without the consent of such Member; or

(ii) without the written approval of the affected Member, adversely affect the limited liability of such Member.

(b) The Managing Member may, without the approval of any Member, amend or waive any provision of this Series Supplement Agreement (including, without limitation, any amendment that the Managing Member determines in its discretion is necessary or desirable to cure any ambiguity, to correct or supplement any provision of this Series Supplement Agreement or to make any other provision with respect to matters or questions arising under this Series Supplement Agreement that are not inconsistent with the provisions of this Series Supplement Agreement); provided that such amendment or waiver shall not be materially adverse to any Member.

(c) Notwithstanding Sections 9.01(a) and 9.01(b), the Managing Member is hereby authorized in its discretion to effect an amendment to or waiver of any provision of this Series Supplement Agreement, without the approval of any Member, in order to reflect, or to make such provision in this Series Supplement Agreement substantially consistent with, any amendment or waiver of any provision of the LLC Agreement that is analogous or corresponds to (or has substantially the same intent or effect as) any provision of this Series Supplement Agreement, which amendment or waiver of the LLC Agreement has been effected in accordance with the terms of the LLC Agreement, or otherwise to conform any provision of this Series Supplement Agreement to such analogous or corresponding provision of the LLC Agreement. The Managing Member is authorized, without the further approval of any Member, to take all actions necessary to give effect to (and to document) such amendment or waiver of any provision of this Series Supplement Agreement.

Section 9.02. Approvals. Each Member agrees that, except as otherwise specifically provided herein and to the extent permitted by applicable law, for purposes of granting the approval of the Members with respect to any proposed action of the Series, the Managing Member or any Affiliate of the Managing Member, the written approval of the Majority in Interest shall bind the Series and each Member and shall have the same legal effect as the written approval of each Member.

Section 9.03. Mergers; Consolidations. The Series may merge or consolidate with or into Waymark Capital or one or more series formed by Waymark Capital pursuant to, and in accordance with, Section 18 of the Delaware Act. Notwithstanding anything else contained in this Series Supplement Agreement, any agreement of merger or consolidation approved in accordance with this Section 9.03 may (a) effect any amendment to this Series Supplement Agreement or (b) effect the adoption of a new supplement to the LLC Agreement for the Series if it is the surviving or resulting entity in such merger or consolidation.

Section 9.04. Investment Representations. Each Member represents and warrants that each of the representations and warranties set forth in the Subscription Agreement executed by such Member is true as of the date of such Member's admission to the Series and will be true as of the date of each Capital Contribution made by such Member. Each Member acknowledges that it is aware that, in agreeing to admit such Member to the Series and permitting such Member to make any Capital Contribution to the Series, the Managing Member and the Series are relying upon the truth and accuracy of such representations and warranties. Each Member further acknowledges that it is aware that the Investment Manager and Waymark Capital are relying upon the truth and accuracy of such representations and warranties. Notwithstanding anything to the contrary contained in this Series Supplement Agreement, the Managing Member, in its own name and on behalf of the Series, shall be authorized, without the consent of any Person, including any other Member, to take the actions described in each Subscription Agreement.

Section 9.05. Certification of Member Interests. The Managing Member, in its discretion, may issue a certificate to a Member to evidence the Interest in the Series held by such Member. The issuance of a certificate to any Member shall not obligate the Managing Member to issue to any other Member a certificate evidencing the Interest in the Series held by such other Member.

Section 9.06. Successors; Counterparts; Beneficiaries. This Series Supplement Agreement (i) shall be binding as to the executors, administrators, estates, heirs and legal successors of the Members and (ii) may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart. The signature page attached to the Subscription Agreement for the Series shall constitute a counterpart of this Series Supplement Agreement. Except as otherwise set forth in Section 6.01, no provision of this Series Supplement Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

Section 9.07. Governing Law; Severability. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE. In particular, this Series Supplement Agreement shall be construed to the maximum extent possible to comply with all of the terms and conditions of the Delaware Act. If, nevertheless, it shall be determined by a court of competent jurisdiction that any provision or wording of this Series Supplement Agreement shall be invalid or unenforceable under the Delaware Act or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. In that case, this Series Supplement Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of applicable law, and, in the event such term or provision cannot be so limited,

this Series Supplement Agreement shall be construed to omit such invalid or unenforceable provision.

Section 9.08. Filings. The Managing Member shall promptly prepare, following the execution and delivery of this Series Supplement Agreement, any documents required to be filed and recorded, or, in the Managing Member's view, appropriate for filing and recording, under the Delaware Act or otherwise, and the Managing Member shall promptly cause each such document to be filed and recorded in accordance with the Delaware Act and, to the extent required by local law, to be filed and recorded, or notice thereof to be published in the appropriate place, in each state in which the Series may hereafter establish a place of business. The Managing Member shall also promptly cause to be filed, recorded and published such statements of fictitious business name and other notices, certificates, statements or other instruments required by any provision of any applicable law of the United States or any State or other jurisdiction which governs the conduct of its business from time to time.

Section 9.09. Power of Attorney.

(a) Each Member does hereby constitute and appoint the Managing Member and its officers as its true and lawful representative and attorney-in-fact, in its name, place and stead to make, execute, sign and file a Certificate of Registered Series of the Series, any amendment thereof required because of an amendment to this Series Supplement Agreement or in order to effectuate any change in the membership of the Series, any amendments to this Series Supplement Agreement pursuant to Section 9.01, all instruments that effect a change or modification of the Series in accordance with this Series Supplement Agreement, all instruments, agreements, contracts or other documents that the Managing Member determines are necessary or appropriate in connection with the operation of the business of the Series or the admission of additional Members pursuant to Section 1.07, and all such other instruments, documents and certificates which may from time to time be required by the laws of the U.S., or any U.S. state, or any political subdivision or agency thereof, or any non-U.S. country, or any political subdivision or agency thereof, or otherwise, to effectuate, implement and continue the valid and subsisting existence of the Series or to dissolve the Series. Such representative and attorney-in-fact shall not have any right, power or authority that is inconsistent with Section 9.01 to amend or modify this Series Supplement Agreement when acting in such capacity.

(b) The power of attorney granted hereby is coupled with an interest and shall (i) survive and not be affected by the subsequent dissolution, termination, bankruptcy, death or incapacity of the Member granting the same or the Transfer or withdrawal of less than all of such Member's Interest and (ii) extend to such Member's successors, assigns and legal representatives.

Section 9.10. No Bill for Series Accounting; Waiver of Partition. Subject to mandatory provisions of law applicable to a Member and to circumstances involving a breach of this Series Supplement Agreement, each of the Members covenants that it shall not (except with the consent of the Managing Member) file a bill for partnership accounting. Each Member hereby irrevocably waives during the term of the Series any right that such Member may have to maintain any action for partition with respect to any Series property.

Section 9.11. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile, electronic mail or similar writing) and shall be given to such party at its address, electronic mail address or facsimile number set forth in the books and records of the Series or such other address, electronic mail address or facsimile number as such party may hereafter specify for the purpose by notice to the Managing Member (if such party is a Member) or to all the Members (if such party is the Managing Member). Each such notice, request or other communication shall be effective (i) if given by facsimile, when such facsimile is transmitted to the facsimile number specified pursuant to this Section 9.11, (ii) if given by mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed to the address specified pursuant to this Section 9.11, (iii) if given by electronic mail, when actually received at the electronic mail address specified pursuant to this Section 9.11 or (iv) if given by any other means (including overnight courier), when delivered at the address specified pursuant to this Section 9.11.

Section 9.12. Headings; Table of Contents. The Article headings, Section headings and Table of Contents contained herein are provided for ease of reference only and do not constitute or form a part of this Series Supplement Agreement.

Section 9.13. Legends. If certificates for any Interests in the Series are issued evidencing a Member's Interest in the Series, each such certificate shall bear such legends as may be required by applicable U.S. Federal or state laws, or as may be deemed necessary or appropriate by the Managing Member to reflect restrictions upon Transfer contemplated herein.

Section 9.14. Goodwill. No value shall be placed on the name or goodwill of the Series.

Section 9.15. Further Assurance. Each Member, upon the request of the Managing Member, agrees to perform all further acts and to execute, acknowledge and deliver any documents that may reasonably be necessary to carry out the provisions of this Series Supplement Agreement.

Section 9.16. Entire Agreement; Side Letters. This Series Supplement Agreement (including Appendix A), together with the related Subscription Agreement and any other written agreement between the Managing Member or the Series and any Member, shall constitute the entire agreement and understanding among the parties hereto with respect to the subject matter hereof. The parties hereto acknowledge that, notwithstanding any other provision of this Series Supplement Agreement including Section 9.01 or of any Subscription Agreement, the Series or the Managing Member may, on its own behalf or on behalf of the Series, without any act, consent or approval of any Members or any other Person, enter into, deliver and perform Subscription Agreements with or to Members, as well as side letters or other writings with or to individual Members which have the effect of establishing rights under, or altering or supplementing the terms of this Series Supplement Agreement or of the Subscription Agreements. The parties agree that any rights established, or any terms of, this Series Supplement Agreement or the Subscription Agreements altered or supplemented, in a side letter with or to a Member shall govern with respect to such Member notwithstanding any other provision of this Series Supplement Agreement or the Subscription Agreements. The Managing Member is hereby authorized to enter into and perform on behalf of the Series such side letters

and Subscription Agreements, but such authorization shall not be deemed a restriction on the power of the Managing Member to enter into other documents on behalf of the Series.

Section 9.17. Counsel to the Series. Counsel to the Series may also be counsel to the Managing Member, the Investment Manager or an Affiliate of the Managing Member or the Investment Manager. The Managing Member may execute on behalf of the Series and the Members any consent to the representation of the Series that counsel may request pursuant to the applicable rules of professional conduct in any jurisdiction (the “Rules”). The Series has initially selected Esbin & Feinmesser PLLC (the “Series Counsel”) as legal counsel to the Series. Each Member acknowledges that the Series Counsel does not represent any Member with respect to the Series in the absence of a clear and explicit agreement to such effect between the Member and the Series Counsel (and then only to the extent specifically set forth in that agreement), and that in the absence of any such agreement the Series Counsel shall owe no duties to a Member with respect to the Series. In the event any dispute or controversy arises between any Member and the Series, or between any Member or the Series, on the one hand, and the Managing Member, the Investment Manager or an Affiliate of the Managing Member or the Investment Manager that the Series Counsel represents, on the other hand, then each Member agrees that the Series Counsel may represent either the Series or the Managing Member, the Investment Manager or an Affiliate of the Managing Member or the Investment Manager, or both, in any such dispute or controversy to the extent permitted by the Rules, and each Member hereby consents to such representation. Each Member further acknowledges that, whether or not the Series Counsel has in the past represented or is currently representing such Member with respect to other matters, the Series Counsel has not represented the interests of any Member in the preparation and negotiation of this Series Supplement Agreement.

IN WITNESS WHEREOF, the undersigned have hereto set their hands as of the day and year first above written.

WAYMARK CAPITAL GP, LLC, as
the Managing Member

By: _____
Name:
Title: Authorized Signatory

MEMBERS

By: Waymark Capital GP, LLC, as
Attorney-in-Fact on behalf of the
Members

By: _____
Name:
Title: Authorized Signatory

APPENDIX A

DEFINITIONS

“Accounting Period” means each of the following accounting periods of the Series. The first Accounting Period of the Series has commenced. Each subsequent Accounting Period shall commence on the day following the termination of the immediately preceding Accounting Period. Each Accounting Period shall end on the day on which the earliest of the following events occurs:

- (i) the last day of each Fiscal Year;
- (ii) the day immediately preceding a Closing Date;
- (iii) the day immediately preceding the effective date of an increase of a Member’s Capital Account as a result of an additional Capital Contribution pursuant to Section 3.01;
- (iv) the effective date of a withdrawal or distribution pursuant to Article 4;
- (v) the effective date of the Series’ dissolution; and
- (vi) any other date, if the Managing Member so determines in its discretion.

“Adjustment Year” has the meaning set forth in Section 6225(d)(2) of the Code as implemented under the 2015 Budget Act (or successor provision) or comparable provisions of state, local or non-U.S. law.

“Administrator” means any Person appointed by the Managing Member to provide administrative services to the Series.

“Advisers Act” means the Investment Advisers Act of 1940, as amended from time to time.

“Affiliate” of any Person means any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Asset Value” means, on any date, the aggregate fair value of the Series’ interest in the Portfolio Investment and any other assets held by the Series on such date, determined in accordance with Section 3.06 of this Series Supplement Agreement.

“Authorized Representative” has the meaning set forth in Section 2.11(a).

“Available Assets” has the meaning set forth in Section 4.02(a).

“Business Day” means any day except a Saturday, Sunday or other day on which commercial banks in New York City are authorized by law to close.

“Capital Account” has the meaning set forth in Section 3.02(a).

“Capital Contribution” means, with respect to any Member, the amount of cash contributed by such Member as such Member’s capital contribution to the Series pursuant to Section 3.01. All Capital Contributions shall be paid in Dollars.

“Carried Interest” has the meaning set forth in Section 4.02(b)(ii).

“Closing Date” means the date on which any Person is admitted as a Member to the Series pursuant to Section 1.07(a).

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Dataminr” means Dataminr, Inc., a Delaware corporation.

“Dataminr Purchase” has the meaning set forth in Section 2.05(a).

“Delaware Act” means the Delaware Limited Liability Company Act, as amended from time to time.

“Designated Individual” has the meaning set forth in Section 2.10(a)

“Dollars” or “\$” means the currency of the United States of America.

“Drawdown Date” has the meaning given to it in Section 3.01(b)(i).

“Drawdown Notice” has the meaning given to it in Section 3.01(b)(i).

“Drawdowns” means the Capital Contributions made or to be made to the Series pursuant to Section 3.01 from time to time by the Members pursuant to a Drawdown Notice.

“Due Diligence Fee” has the meaning set forth in Section 2.05(a).

“ERISA” means Employee Retirement Income Security Act of 1974, as amended.

“Fiscal Year” means the fiscal year and the taxable year of the Series, which shall end on December 31 of each calendar year, except as otherwise required by the Code.

“Imputed Tax Underpayment” has the meaning set forth in Section 2.10(c).

“Incentive Allocation” has the meaning set forth in Section 3.05.

“Indemnification Obligations” has the meaning set forth in Section 6.01.

“Indemnified Person” has the meaning set forth in Section 6.01(a).

“Initial Closing Date” shall mean the first Closing Date held by the Series.

“Interest” means a limited liability company interest in the Series.

“Investment Company Act” means the Investment Company Act of 1940, as amended from time to time, and the rules and regulations promulgated thereunder.

“Investment Advisory Agreement” means the Investment Advisory Agreement, dated as of July 7, 2021, between the Managing Member, the Series, and the Investment Manager, as such agreement may be amended from time to time, or any similar agreement entered into by the Series with any Investment Manager.

“Investment Manager” means Waymark Capital Investment Manager, LLC, a Delaware limited liability company, in its capacity as the investment manager of the Series, and any successor thereto.

“Investment Period” shall mean the two (2) year period for the Series to make Portfolio Investments, beginning on the Initial Closing Date. Unless otherwise extended by the Managing Member, in its sole discretion, the Investment Period will end at the earlier to occur of (i) the Series has invested 100% of its Commitments and no longer seeks additional Commitment from prospective investors and (ii) two (2) years from the date of the Initial Closing Date.

“IRS Adjustment” has the meaning set forth in Section 2.10(c).

“LLC Agreement” means the Amended and Restated Limited Liability Company Agreement of Waymark Capital, as it may be amended, restated, or supplemented from time to time.

“Losses” means items of loss of the Series for any Accounting Period determined in accordance with the Series’ regular method of accounting and taking into account both realized and unrealized loss of the Series. Notwithstanding the preceding sentence, Losses shall not include any amounts allocated pursuant to Section 3.04.

“Majority in Interest” means, at any time, Members representing at least a majority of the aggregate Capital Account balances of all Members at such time.

“Management Fee” shall have the meaning set forth in Section 2.04(a).

“Managing Member” means, at any time, Waymark Capital GP, LLC, a Delaware limited liability company, or any other Person who, at such time, has been admitted as the managing member of the Series, in such Person’s capacity as managing member of the Series.

“Member” means, at any time, any Person who has at such time been admitted as a member of the Series and is at such time shown as such on the books and records of the Series,

in its capacity as a member of the Series. For purposes of the Delaware Act, the members of the Series shall constitute a single class or group of members. As used in this Series Supplement Agreement, "Member" may refer to the Members and/or the Managing Member.

"Minimum Additional Subscription Amount" has the meaning set forth in Section 3.01(b).

"Missing Sourcing Fee" has the meaning set forth in Section 2.05(b).

"Net Asset Value" means, on any date, (i) the Asset Value less (ii) any accrued but unpaid liabilities of the Series, such liabilities to be calculated in accordance with U.S. generally accepted accounting principles.

"Nonrecourse Deductions" has the meaning set forth in U.S. Treasury Regulations Section 1.704-2(b). The amount of Partnership Nonrecourse Deductions for a Fiscal Year equals the net increase, if any, in the amount of Partnership Minimum Gain during that Fiscal Year, determined according to the provisions of U.S. Treasury Regulations Section 1.704-2(c).

"Operating Expenses" means all costs and expenses of operating and carrying on the business of the Series including, without limitation:

(i) all expenses incurred by the Series, the Managing Member or any Affiliate of the Managing Member, in connection with investments made by the Series (including research expenses and costs, travel-related costs and brokerage commissions), including those related to the Series' Portfolio Investments, including investigating, developing, negotiating, structuring, trading, settling, holding the Portfolio Investments, including travel, legal, tax and accounting expenses in connection therewith; interest; expenses incurred in respect of research, statistical, market data and portfolio management services and software; and costs and expenses incurred with respect to market information systems and publications, research publications and materials, and settlement, clearing and custodial fees and expenses;

(ii) all other expenses of the Series incurred in connection with the ongoing operation and administration of the Series, including expenses incurred in connection with (A) the maintenance of the Series' books and records, (B) the preparation and delivery to the Members of checks, financial reports, notices, as well as tax returns, Schedules K-1 and other tax information, and other information pursuant to this Series Supplement Agreement, (C) the obtaining of legal, tax, and accounting advice and the advice of other consultants and experts, (D) the retention of outside auditors for the Series and (E) the maintenance of the registration of the Series and its registered office;

(iii) all expenses incurred in connection with any Proceeding involving the Series (including the cost of any investigation and preparation) and the amount of any judgment or settlement paid in connection therewith; provided that any such expenses which, if incurred by any Indemnified Person, would not be indemnifiable under Article 6 shall not constitute Operating Expenses;

(iv) all expenses for reimbursement, indemnity and contribution obligations of the Series with respect to any Person, including any Indemnification Obligation, whether payable in connection with a Proceeding involving the Series or otherwise;

(v) the Management Fee; the Participation Fee; the Due Diligence Fee; the Sourcing Fees; and all other expenses properly chargeable to the activities of the Series and

(vi) all fees and expenses incurred in connection with obtaining and maintaining an insurance policy or policies for the Series pursuant to Section 6.01(g) of this Series Supplement Agreement;

(vii) all unreimbursed expenses incurred in connection with the collection of amounts due to the Series from any Person;

(viii) all expenses incurred in connection with the preparation of amendments to this Series Supplement Agreement;

(ix) any taxes imposed on the Series, including any taxes imposed on the Series, the Managing Member or any other Person in the capacity of withholding agent with respect to a Member (and any interest, penalties or expenses relating to any such taxes), and any expenses incurred in connection with tax proceedings that are characterized as Operating Expenses pursuant to Section 2.10;

(x) all expenses incurred in connection with the dissolution and liquidation of the assets of the Series; and

(xi) and, to the extent any such foregoing costs or expenses are paid by the Managing Member or its Affiliates, as the case may be, the Managing Member or its Affiliates shall be reimbursed for such costs or expenses by the Series;

provided that the term “Operating Expenses” does not include (A) the personnel costs of those members or employees of the Managing Member or any Affiliate of the Managing Member whose services are provided to the Series, (B) any occupancy costs of the premises used by the Managing Member or any Affiliate of the Managing Member in connection with the activities of the Series or (C) any Organizational Expenses.

“Organizational Expenses” means all expenses (including legal fees and expenses, marketing expenses and travel-related expenses) of organizing the Series and the Managing Member, the offering of the Interests, and all expenses (including legal fees and expenses, marketing expenses and travel-related expenses) incurred by the Series, the Managing Member and any Affiliate of the Managing Member in connection with such activities.

“Partner Nonrecourse Debt Minimum Gain” means an amount with respect to each partner nonrecourse debt (as defined in U.S. Treasury Regulations Section 1.704-2(b)(4)) equal to the Partnership Minimum Gain that would result if such partner nonrecourse debt were treated

as a nonrecourse liability (as defined in United States Treasury Regulations Section 1.752-1(a)(2)) determined in accordance with United States Treasury Regulations Section 1.704-2(i)(3).

“Partner Nonrecourse Deductions” has the meaning set forth in U.S. Treasury Regulations Section 1.704-2(i)(2).

“Partnership Minimum Gain” has the meaning set forth in U.S. Treasury Regulations Section 1.704-2(b)(2) and 1.704-2(d).

“Reviewed Year” means a Series taxable year to which an item being adjusted by the Internal Revenue Service relates, as defined in Section 6225(d)(1) of the Code as implemented under the 2015 Budget Act (or successor provision) or comparable provisions of state, local or non-U.S. law.

“Series” means Waymark Capital, LLC, Dataminr Series, a registered series of Waymark Capital, LLC, a Delaware series limited liability company.

“Series Counsel” has the meaning set forth in Section 9.17.

“Series Percentage” for any Member, at any time, means the percentage derived by dividing (i) such Member’s Capital Account balance at such time by (ii) the aggregate Capital Account balances of all Members at such time.

“Sourcing Fee” has the meaning set forth in Section 2.05(a).

“Participation Fee” has the meaning set forth in Section 2.05(a).

“Person” means any individual, partnership, corporation, trust, limited liability company or other legal or governmental entity.

“Plan Assets” means the assets of a benefit plan subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended, as determined in accordance with the regulations set forth in 29 C.F.R. § 2510.3-101 and Section 3(42) of ERISA.

“Portfolio Investment” means collectively the Series’ investments in the securities issued by Dataminr.

“Proceeding” means any action, claim, suit, investigation or proceeding by or before any court, arbitrator, governmental body or other agency.

“Profits” means items of income, profit and gain of the Series for any Accounting Period determined in accordance with the Series’ regular method of accounting and taking into account both realized and unrealized income, profit and gain of the Series.

“Rules” has the meaning set forth in Section 9.17.

“Series Expenses” shall mean the Operating Expenses and Organizational Expenses.

“Series Representative” has the meaning set forth in Section 2.10(b).

“Series Supplement Agreement” means this Series Supplement to the Amended and Restated Limited Liability Company Agreement of Waymark Capital, LLC, as amended from time to time, including Appendix A.

“Special Member” means Waymark Capital GP, LLC, a Delaware limited liability company.

“Subscription Agreement” means, with respect to any Member, the Subscription Agreement signed and delivered by such Member in connection with such Member’s subscription for a limited liability company interest in the Series.

“Substituted Member” has the meaning set forth in Section 8.02.

“Term Sheet” means the Term Sheet of the Series, as amended or supplemented from time to time, relating to the offering of Interests in the Series.

“Transfer” means, with respect to an Interest, directly or indirectly, to sell, exchange, transfer, assign, pledge, hypothecate or otherwise to dispose of all or any part of such Interest, including any arrangement to provide to another Person the economic performance of all or any portion of the Interest, including by means of any option, swap, forward or other contract or arrangement the value of which is linked in whole or in part to the value of an Interest.

“Upfront Management Fee Payment” has the meaning set forth in Section 2.04(b).

“U.S.” means the United States of America.

“Waymark Capital” means Waymark Capital, LLC, a Delaware series limited liability company.

“Withdrawal Proceeds” means, with respect to each Member, the amount debited from the Capital Account of such Member and paid to such Member pursuant to Article 4.