

WAYMARK CAPITAL, LLC, DATAMINR SERIES

Term Sheet Summarizing Investment In Limited Liability Company Interests

WAYMARK CAPITAL, LLC, DATAMINR SERIES

This Term Sheet (this “Term Sheet”) is being circulated on a confidential basis to a limited number of sophisticated prospective investors for the purposes of evaluating an investment in Waymark Capital, LLC, Dataminr Series (the “Series”), a registered series of Waymark Capital, LLC, a Delaware series limited liability company (“Waymark Capital”). This Term Sheet may only be used by such prospective investors (and those who assist in each prospective investor’s investment decision) to evaluate an investment in the Series and not for any other purpose. Any reproduction or distribution of this Term Sheet, in whole or in part, or the disclosure of any of its contents, is prohibited. This Term Sheet is for discussion purposes only and does not constitute an offer to sell or a solicitation of an offer to buy limited liability company interests in the Series (the “Interests”).

This Term Sheet is provided for assistance only and is not intended to be, and must not alone be taken as, the basis for an investment decision. Prospective investors should not construe the contents of this Term Sheet as legal, tax, financial, investment, accounting or other advice. Each recipient of this Term Sheet should make such investigations as it deems necessary to arrive at an independent evaluation of an investment in the securities offered hereby (including the merits and risks involved), and should consult its own legal, tax, financial and accounting advisors to determine the merits and risks of such an investment. This Term Sheet describes the principal terms of the Series. However, the descriptions contained herein are intended to be brief and do not provide a comprehensive explanation of all provisions of Waymark Capital’s amended and restated limited liability company agreement and the limited liability company agreement supplement governing the Series (together, the “LLC Agreement”) and subscription agreement (the “Subscription Agreement”) that may be significant to a particular investor. Each prospective investor is urged to examine this Term Sheet, the LLC Agreement, and the Subscription Agreement in their entirety prior to making a decision to invest in the Series.

Prospective investors are invited and encouraged to review the additional materials relating to Waymark Capital, the Series, and the Investment Objective (as defined herein) online at waymarkcapital.com.

The Series is offering Interests only to “accredited investors” (as defined in Rule 501(a) of Regulation D) who will become members of the Series. To qualify, a purchaser must currently qualify under one of the categories of accredited investors. Additionally, a prospective investor must: (a) accept the responsibility for conducting its own investigation and consulting with professional advisors, to the extent deemed necessary, to determine the risks associated with an investment in the Series; (b) be able to bear a risk of loss and of holding an illiquid investment for an extended period of time; and (c) must cooperate with Waymark Capital and Waymark Capital Investment Manager LLC (the “Investment Manager”) in verifying “accredited investor” status.

THE INTERESTS DISCUSSED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), THE BLUE SKY LAWS OF ANY STATE OR UNDER THE SECURITIES OR SIMILAR LAWS OF ANY OTHER JURISDICTION AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES

ACT AND SUCH OTHER LAWS. AN OFFER TO SELL, TRANSFER, PLEDGE OR HYPOTHECATE, OR THE SALE, TRANSFER, PLEDGE OR HYPOTHECATION OF THESE INTERESTS, IS UNLAWFUL UNLESS MADE PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND SIMILAR LAWS OF EACH APPLICABLE JURISDICTION, OR UNLESS AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND SIMILAR LAWS OF EACH APPLICABLE JURISDICTION IS AVAILABLE. IN ADDITION, THE INTERESTS MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED, IN WHOLE OR IN PART, EXCEPT AS PROVIDED IN THE GOVERNING DOCUMENTS OF THE SERIES REFERRED TO HEREIN. THE INTERESTS MUST BE ACQUIRED FOR INVESTMENT FOR THE INVESTOR'S OWN ACCOUNT AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH ANY DISTRIBUTION OF THE INTERESTS.

THE INTERESTS WILL BE OFFERED AND SOLD IN THE UNITED STATES UNDER THE EXEMPTION PROVIDED BY SECTION 4(A)(2) OF THE SECURITIES ACT AND RULE 506 OF REGULATION D PROMULGATED THEREUNDER, REGULATION S AND OTHER EXEMPTIONS OF SIMILAR IMPORT UNDER BLUE SKY LAWS AND THE LAWS OF THE JURISDICTIONS IN WHICH THE OFFERING WILL BE MADE. THERE IS NO PUBLIC MARKET FOR THE INTERESTS AND NO SUCH MARKET IS EXPECTED TO DEVELOP IN THE FUTURE. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE INTERESTS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, BY THE SECURITIES REGULATORY AUTHORITY OF ANY STATE, OR BY THE SECURITIES REGULATORY AUTHORITY OF ANY OTHER JURISDICTION, NOR HAVE ANY SUCH SECURITIES REGULATORY AUTHORITIES OR THE SEC PASSED UPON THE ACCURACY OR ADEQUACY OF THIS TERM SHEET. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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I. SUMMARY OF PRINCIPAL TERMS

The following is a summary of the principal terms of Waymark Capital, LLC, Dataminr Series (the “Series”), a registered series of Waymark Capital, LLC, a Delaware series limited liability company (“Waymark Capital”). This summary is qualified in its entirety by reference to the amended and restated limited liability company agreement of Waymark Capital and the limited liability company agreement supplement governing the Series (together, the “LLC Agreement”) and the subscription agreement relating to the purchase of limited liability company interests therein (the “Interests”), both of which will be available upon request and should be reviewed carefully prior to making an investment decision. This term sheet is for discussion purposes only and there is no obligation on the part of the Series and any prospective investor until definitive documentation is approved and executed as between the Series and such prospective investor. This term sheet does not constitute either an offer to sell or a solicitation of an offer to buy securities.

The Master Fund

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

The Series

Waymark Capital, LLC, Dataminr Series, a registered series of Waymark Capital, organized for the purpose of carrying out the Investment Objective.

Investment Objective

The Series seeks to make an investment in the Class A Common Stock (the “Common Stock”) of Dataminr, Inc., a Delaware corporation (“Dataminr”). The Series will acquire the Common Stock via private sale securities purchases from one or more existing shareholders of Dataminr, in compliance with applicable securities laws and the governing documents of Dataminr (each transaction shall be referred to herein as, a “Dataminr Purchase”).

For more information on Dataminr, the Common Stock and the rights and obligations of being a holder thereof, prospective investors should carefully review the Dataminr company information available at waymarkcapital.com, as well as the Risk Factors relating to Dataminr in Section II. – “Certain Investment Considerations and Risk Factors”.

Managing Member

The managing member of both Waymark Capital and the Series is Waymark Capital GP, LLC, a Delaware limited liability company (the “Managing Member”). The Managing Member manages, controls and directs the business and affairs of Waymark Capital and the Series and has final decision on all aspects of the business of the Series, including the execution and

implementation of the Investment Objective.

Investment Manager

The investment manager for the Series is Waymark Capital Investment Manager, LLC, a Delaware limited liability company (“Investment Manager”). The Investment Manager will be retained by the Managing Member pursuant to an investment advisory agreement to provide investment advice and other investment and management services to the Series.

For the avoidance of doubt, the Investment Advisor shall not act as investment adviser to any Member of the Series, whether with respect to the Member’s investment in the Series or any other investment, and shall not be deemed to provide any investment advisory services to any Member individually by acting as investment advisor to the Series.

Total Commitments

Initially, the Series is seeking from eligible prospective investors, aggregate capital commitments (“Commitments”) of \$1.238 million. The Managing Member retains the right to accept total Commitments in excess of this amount and to make *pro rata* reductions of Commitments.

The Interests

The limited liability company interests of the Series (the “Interests”).

Minimum Subscription

Each investor (each, a “Member” and collectively, the “Members”) must make a minimum subscription of \$50,000 for Interests. The Managing Member, in its sole discretion, reserves the right (i) to accept subscriptions for Interests from prospective investors of lesser amounts and (ii) to reject any subscription tendered by a prospective investor.

Member Eligibility

Interests will only be sold to “accredited investors” (as defined in Rule 501(a) of Regulation D of the Securities Act of 1933, as amended (the “Securities Act”)).

Closings

The Series expects to have its initial closing once it has received a minimum of \$1.238 million of Commitments from Members but may close before it receives such amount (the “Initial Closing”). Thereafter, the Series may hold staged closings for

subsequent Commitments for up to twenty-four (24) months after the initial closing (each closing including the Initial Closing, a “Closing”).

At the Initial Closing, the Series will pay a participation fee of \$50,000 to the Investment Manager (the “Participation Fee”).

Nothing contained herein, or in the LLC Agreement, shall prohibit a Member from participating in a subsequent Closing of the Series.

Draw Down of Commitments

It is anticipated that the Series will draw down all or substantially all of each Member’s Commitment at or shortly after the Closing in which such Member is admitted to the Series.

Investment Period

The Series will seek to make its investments in Dataminr during a two (2) year period from the date of the Initial Closing (such period, the “Investment Period”). 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.

First Purchase of Dataminr Shares

The Series has entered into a binding letter of intent to acquire 30,000 shares of Common Stock of Dataminr (the “First Dataminr Purchase”). Consummation of the purchase contemplated thereby is subject to the satisfaction or waiver of all conditions on transfer of the Common Stock under applicable law as well as Dataminr’s governing documents, including, but not necessarily limited to, the right of first refusal provisions applicable to transfers of Dataminr’s Class A Common Stock.

At the closing of the First Dataminr Purchase, as well as at the closing of each subsequent Dataminr Purchase, the Series shall pay to the Investment Manager, a sourcing fee (each, a “Sourcing Fee”) with respect to each Member at a rate equal to 1.50% of such Member’s capital commitment.

Members admitted to the Series after the First Dataminr Purchase and any other subsequent Dataminr Purchase (“Missed Sourcing Fees”) shall pay the Missed Sourcing Fees at the time of the Closing when they are first admitted to the Series.

Term of the Series

The Series will terminate and its affairs will be wound up upon the earliest to occur of (i) the sale or disposition of the Series’ entire position in Dataminr, (ii) the date which is one (1) year from the end of the Investment Period, unless extended by the Managing Member in its sole discretion, or (iii) such earlier time as determined by the Managing Member in its sole discretion.

The Managing Member, in its sole discretion, may extend the term as necessary to liquidate the investment in Dataminr. Upon termination of the Series, the Investment Manager will liquidate the Series’ assets, pay valid debts of and claims against the Series, and distribute the assets of the Series as provided in the LLC Agreement.

Distributions

Distributions shall be made at the sole discretion of the Managing Member. Investment proceeds available for distribution by the Series (each, a “Distribution”) will consist principally of net cash proceeds realized on the Series’ investment in Dataminr. The Series may also make distributions of securities, if applicable and in the Managing Member’s sole discretion.

Distributions will be paid to each Member *pro rata* based on such Member’s respective capital contribution, in the following order of priority:

- (a) *First*, 100% to all Members until each Member has received cumulative Distributions in an amount equal to its capital contribution to the Series; and
- (b) *Second*, thereafter, 80% to all Members and 20% to the Managing Member.

The Managing Member shall be entitled to, and will, withhold from any distribution amounts determined by the Managing Member to be necessary for the

payment of the expenses, fees 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.

Allocations

All items of income, gain, loss and deduction will be allocated to the Members in a manner generally consistent with the provisions outlined above.

Management Fees

Pursuant to the terms of the investment advisory agreement, the Investment Manager will be paid an annual 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.

The Management Fee due for the two (2) years of the Investment Period shall be payable in advance, payable in full by each Member on the date of the Initial Closing (the “Upfront Management Fee Payment”).

Members admitted after the Initial Closing shall pay the Upfront Management Fee Payment retroactive to the Initial Closing.

Due Diligence Fee

The Investment Manager will be paid a one-time due diligence fee at the time of the Initial Closing (the “Due Diligence Fee”) with respect to each Member at a rate equal to 1.50% of such Member’s capital commitment.

Members admitted to the Series after the Initial Closing shall pay the Due Diligence Fee at the time of the Closing when they are first admitted to the Series.

Organizational Expenses

The Series will bear all organizational and offering costs, including but not necessarily limited to legal, accounting, tax, administrator fees, and other expenses incurred in the formation of the Series and the offering of the Interests. The Managing Member will establish an expense reserve at the time of the Initial Closing.

Other Expenses and Fees

The Series will be responsible for all costs, expenses, fees, and liabilities in connection with its operations,

including:

(1) all expenses incurred in connection with the acquisition, monitoring or sale of the investment in Dataminr, including for transactions not completed by the Series;

(2) all ordinary out-of-pocket costs and expenses relating to transactions whether or not consummated, including legal, accounting, due diligence, travel and consulting fees;

(3) all litigation-related, insurance, and indemnification expenses; and

(4) all ordinary administrative expenses of the Series, including fees of accountants, attorneys, and other professionals and the cost of reports to the members.

All fees and expenses paid by the Series shall reduce the net proceeds of the investments of all of the Members.

Withdrawal and Transfer

Members may not withdraw from the Series or make a demand for its capital account balance until the termination of the Series. Also, Members may not transfer any of their Interests, rights or obligations under the LLC Agreement except with the prior written consent of the Managing Member, which consent may be granted or withheld in its sole discretion.

Default by Members

A Member who fails to make capital in a timely manner may suffer substantial penalties with respect to its Interest, including a total forfeiture of such Interest.

Exculpation and Indemnification

The Investment Manager, its affiliates, and the Managing Member, and any of such persons' respective partners, members, officers, employees and agents (each, an "Indemnitee") will not be liable to the Series or any Member for any loss suffered by the Series which arises out of any act performed or omission unless such course of conduct constituted fraud, willful misconduct or gross negligence.

The Series shall indemnify and hold harmless each

Indemnatee, for any loss, damage, or expense incurred by such Indemnatee on behalf of the Series or in furthering the interests of the Series or the Members, or otherwise arising in connection with the business of the Series, except to the extent arising from such Indemnatee's own fraud, willful misconduct or gross negligence.

Appropriate reserves may be created, accrued and charged against the Series for contingent liabilities (including contingent liabilities arising out of the Series' obligation to indemnify the Indemnitees) as of the dates the Investment Manager becomes aware of any such contingent liabilities. Such reserves will be in such amounts as the Investment Manager in its sole discretion deems necessary or appropriate. The Manager may increase or reduce any such reserve from time to time in its sole discretion.

Liability of the Members

Beyond their obligations to fund their agreed upon capital commitments when called, Members shall not be liable to or for any obligations of the Series. Under Delaware law, there are limited instances when a Member may be liable to return to the Series some or all distributions previously received by them.

Reports

The Series intends to provide annual financial statements, prepared in accordance with U.S. generally accepted accounting principles to each Member within 120 days following the close of the Series' fiscal year. Within 90 days after the end of each fiscal year of the Series, or such other reasonable time, the Investment Manager will distribute to the Members such information as is necessary for the preparation of their federal and state income tax returns on Schedule K-1 or Form K-1, as applicable.

Fiscal Year

The fiscal and tax year of the Series will end on December 31 of each year.

Risk Factors

An investment in the Series involves a high degree of risk and potential conflicts of interest. Each prospective investor should therefore carefully consider the factors set forth in Section II. - "Certain Investment Considerations and Risk Factors" prior to

investing in the Series.

Federal Tax Aspects

The Series expects to be treated as a partnership for U.S. federal income tax purposes. As a partnership, the Series generally will not be subject to U.S. federal income tax, and each Member subject to U.S. tax will be required to include in computing its U.S. federal income tax liability its allocable share of the items of income, gain loss and deduction of the Series, regardless of whether and to what extent Distributions are made by the Series to such Member. Non-U.S. Members may have additional tax implications that they should weigh carefully before making an investment. The taxation of members and partnerships is extremely complex. EACH PROSPECTIVE INVESTOR IS URGED TO CONSULT ITS OWN TAX ADVISOR AS TO THE TAX CONSEQUENCES OF AN INVESTMENT IN THE FUND.

Prospective investors should see Section III. – “Certain Tax and Regulatory Considerations - Certain U.S. Federal Income Tax Considerations.”

Counsel for Waymark Capital

Esbin & Feinmesser PLLC (the “Firm”), is acting as special counsel to Waymark Capital, the Series, the Investment Manager, and the Managing Member. No attorney-client relationship exists between the Firm and any other person, including any Member, solely by virtue of such person making an investment in the Series.

Auditors

Such accounting firm as may be selected by the Managing Member, in its sole discretion.

II. CERTAIN INVESTMENT CONSIDERATIONS & RISK FACTORS

In evaluating an investment in the Series, prospective investors should consider all information contained in this Term Sheet, including the considerations set forth in this section. The purchase of Interests is highly speculative and involves significant risks. The Interests should not be purchased by any person who cannot afford the loss of their entire investment. For this reason, each prospective investor in Interests should read this Term Sheet, the LLC Agreement, and the Subscription Agreement carefully and consult with their attorney and business and/or investment advisor. In addition to the factors set forth elsewhere in this Term Sheet, prospective investors in the Interests should specifically consider the following risks, the Investment Objective of the Series, and other factors before making a decision to purchase Interests.

Business Risks

Highly Speculative Investment Objective. The Investment Objective of the Series involves an investment in a late-stage, emerging growth company. Such investments involve greater risk than that generally associated with investments in more established companies. Venture capital investing involves a high degree of business and financial risk that can result in substantial losses. In order the Series to succeed, the Series is relying upon Waymark Capital to accurately identify a potentially successful enterprise, a process which is difficult even for those with extensive experience in the venture capital field. Start-up companies may be operating at a loss or with substantial variations in operating results from period to period and may need substantial additional capital to support expansion or to achieve or maintain a competitive position. A start-up company's management may be inexperienced and investors in the Series may not be able to evaluate a start-up company's operating history.

No Guarantee of Return. No guarantee, assurance or representation is made that the Investment Objective of the Series will be successful, or that the Series will generate any returns on investment. Neither the Managing Member nor the Investment Manager can provide a guarantee that the Series will be able to consummate an investment in Dataminr. There is no guarantee, assurance or representation made that any Member will receive any Distribution from the Series. Accordingly, an investment in the Series should only be considered by persons who can afford a loss of their entire investment.

Indemnification. The Series will be required to indemnify the Managing Member and the Investment Manager and their respective affiliates, officers, directors, agents, stockholders, members and partners for liabilities incurred in connection with the affairs of the Series. Such liabilities may be material and have an adverse effect on the returns to the Members. The indemnification obligation of the Series will initially be payable from the assets to the Series, including the unpaid commitments of the Members. If the assets of the Series are insufficient, the Series may recall distributions previously made to the Members.

Valuation of Shares of Common Stock. There are often no public market comparisons for the equity of a privately held, emerging growth company, such as the company in which the Series will invest. Accordingly, valuation of the price of the Common Stock of Dataminr is inherently highly subjective and imprecise. While the Investment Manager intends to exercise their good

faith judgment in valuing the shares of the Common Stock of Dataminr purchased or sold by the Series, the Investment Manager will have great latitude in valuing such shares. The value of the Common Stock set by the Investment Manager may not reflect the price at which the Series could otherwise purchase or dispose of the Common Stock at any given time.

Lack of Operating History. The Series has not commenced operations and, accordingly, has no operating history upon which potential investors may evaluate its likely performance. There can be no assurance that the Series will be able to generate revenues, gains or income, or, even if it generates revenues, gains or income, that its investments will be profitable. Any investment in the Series should be considered a high-risk investment because investors will be placing their funds at risk in an unseasoned start-up investment vehicle with the attendant unforeseen costs, expenses, and problems to which a new business is often subject.

Management Risks

Reliance on Management. The success of the Series will depend in substantial part on the skill and expertise of Waymark Capital's principals and other employees of the Investment Manager. There can be no assurance that Waymark Capital's investment professionals or other employees of the Investment Manager will continue to be employed by the Investment Manager throughout the life of the Series. The loss of key personnel could have a material adverse effect on the Series.

Conflicts of Interest. The Managing Member and Investment Manager will devote as much of its time to the affairs of the Series as the conduct of the Series' business reasonably requires. Waymark Capital may form one or more series with investment objectives similar to the Investment Objective of the Series. Conflicts of interests may arise in allocating investment opportunities, management time, services and other functions as between the Series and other series formed by Waymark Capital. Moreover, potential conflicts of interest could arise from time to time in view of the Investment Manager's right to receive fees for structuring transactions and its potential for investing other than through the Series.

Lack of Management Control by Members. Under the LLC Agreement, the Members do not have the right to participate in the management, control or operation of the Series.

Membership Risks

Lack of Transferability of Membership Interest. The Interests have not been registered under the securities laws of any jurisdiction and are subject to restrictions on transfer contained in such laws and the LLC Agreement. Interests are not transferable except with the consent of the Managing Member, which may be withheld in its sole and absolute discretion. There will not be any market for the Interests.

No Right of Withdrawal. A Member may not make a full or partial withdrawal from the Series without the express written consent of the Managing Member, which may be withheld in its sole and absolute discretion. Consequently, Members may not be able to liquidate their investment in the Series prior to the end of the Series' term.

Capital Calls. It is anticipated that a prospective investor will be expected to fund 100% of its capital commitment at the time of the Closing in which it becomes a Member. The failure of any Member to contribute any portion of its capital commitment on a timely basis may adversely affect the Series' access to capital and, among other things, the ability of the Series to execute its Investment Objective.

Penalty for Failure to Make Capital Contribution. A Member who fails to make its capital contributions in a timely manner may suffer substantial penalties with respect to its interest in the Series, including a total forfeiture of such interest.

Series Risk. It is intended that, in accordance with Delaware law, Waymark Capital will establish one or more registered series in addition to the Series to make investments. Although Waymark Capital will endeavor at all times to protect the segregation of assets and liabilities of the Series from those of Waymark Capital and any other series formed by Waymark Capital, there is no guarantee that a legal, governmental, or regulatory authority will recognize such separation of assets. Accordingly, Members of the Series may risk liability from Waymark Capital and any other series of Waymark Capital. In addition, under Delaware law, where the assets of Waymark Capital are insufficient to meet a liability of Waymark Capital, any liabilities that remain undischarged will attach to Waymark Capital and may be allocated amongst the series established by Waymark Capital, including the Series.

Risks Arising From Dispositions of Investment. In connection with the disposition of the Series' investment in Dataminr, the Series may be required to make representations about the business and financial affairs of Dataminr, or may be responsible as a selling stockholder for the contents of disclosure documents under applicable securities laws. The Series may also be required to indemnify the purchasers of such investment to the extent that any such representations or disclosure documents turn out to be incorrect, inaccurate or misleading. If the assets of the Series are insufficient to pay such indemnification obligations, the Members, for a period ending on the third anniversary of the dissolution of the Series, may be required to contribute distributions received by them to pay such obligations.

Tax Issues. In computing its United States federal income tax liability for a taxable year, each Member will be required to take into account his, her or its allocable share of Series items of income, gain, loss and deduction for the taxable year of the Series ending within or with such taxable year of the Member, regardless of whether the Member has received any distributions from the Series. Prospective investors should also be aware that they will be subject to various limitations on their ability to deduct their allocable share of Series losses (or items of loss and deduction). For these and various other reasons, it is possible that a Member's federal income tax liability with respect to its allocable share of the Series' earnings in a particular year could exceed the cash distributions to the Member for the year, thus giving rise to an out-of-pocket payment by the Member. In view of the complexity of the United States federal, state, local and non-U.S. tax aspects of the offering, and given that certain of the tax aspects of the offering may not be the same for all investors, prospective investors must consult their own tax advisors with specific reference to their own United States federal, state, local and non-U.S. tax situations prior to investing in the Series. See Section III. – "Certain Tax and Regulatory Considerations."

Diverse Member Group. The Members may have conflicting investment, tax and other interests with respect to their investments in the Series. The conflicting interests of individual Members may relate to or arise from, among other things, the nature of investment objective of the Series, and the acquisition of and/or the timing of disposition of the Series' investment in Dataminr. As a result, conflicts of interest may arise in connection with the decisions made by the Investment Manager or the Managing Member, including with respect to the execution of the investment objective which may be more beneficial for one investor than for another investor, especially with respect to investors' individual tax situations. The Investment Manager and the Managing Member will consider the investment and tax objectives of the Series, not the investment, tax or other objectives of any Member individually.

Absence of Regulatory Oversight. While the Series may be considered similar in some ways to an investment company, it is not required and does not intend to register as such under the Investment Company Act of 1940 (the "Investment Company Act") and, accordingly, investors in the Series are not accorded the protections of the Investment Company Act. It is anticipated that the Series will rely on the exemption contained in Section 3(c)(7) of the Investment Company Act. The Series will obtain appropriate representations and undertakings from the investors in order to ensure that the conditions of this exemption are met. In addition, neither the Investment Manager nor the Managing Member intends to register as an investment adviser with the Securities Exchange Commission although it may register as an investment advisor in the State of the New York during the term of the Series.

Legal Considerations and Securities Law Matters

The offer and sale of the Interests in certain jurisdictions may be restricted by law, and investment in the Series may involve legal requirements, foreign exchange restrictions and tax considerations unique to each investor. The Series and the Managing Member are governed by the laws of the State of Delaware. The Series makes no representations with respect to whether any holder of Interests is permitted to hold such Interests. Interests that are acquired by any person or in any transaction in violation of applicable law, as determined by the Managing Member in its sole discretion, may be mandatorily redeemed. Prospective purchasers should consult their own legal and tax advisors regarding such considerations prior to making an investment decision.

THE INTERESTS DISCUSSED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, THE BLUE SKY LAWS OF ANY STATE OR UNDER THE SECURITIES OR SIMILAR LAWS OF ANY OTHER JURISDICTION AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH OTHER LAWS. AN OFFER TO SELL, TRANSFER, PLEDGE OR HYPOTHECATE, OR THE SALE, TRANSFER, PLEDGE OR HYPOTHECATION OF THESE INTERESTS, IS UNLAWFUL UNLESS MADE PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND SIMILAR LAWS OF EACH APPLICABLE JURISDICTION, OR UNLESS AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND SIMILAR LAWS OF EACH APPLICABLE JURISDICTION IS AVAILABLE. IN ADDITION, THE INTERESTS MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED, IN WHOLE OR IN PART, EXCEPT AS PROVIDED IN THE

GOVERNING DOCUMENTS OF THE SERIES REFERRED TO HEREIN. THE INTERESTS MUST BE ACQUIRED FOR INVESTMENT FOR THE INVESTOR'S OWN ACCOUNT AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH ANY DISTRIBUTION OF THE INTERESTS.

THE INTERESTS WILL BE OFFERED AND SOLD IN THE UNITED STATES UNDER THE EXEMPTION PROVIDED BY SECTION 4(A)(2) OF THE SECURITIES ACT AND RULE 506 OF REGULATION D PROMULGATED THEREUNDER, REGULATION S AND OTHER EXEMPTIONS OF SIMILAR IMPORT UNDER BLUE SKY LAWS AND THE LAWS OF THE JURISDICTIONS IN WHICH THE OFFERING WILL BE MADE. THERE IS NO PUBLIC MARKET FOR THE INTERESTS AND NO SUCH MARKET IS EXPECTED TO DEVELOP IN THE FUTURE. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE INTERESTS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, BY THE SECURITIES REGULATORY AUTHORITY OF ANY STATE, OR BY THE SECURITIES REGULATORY AUTHORITY OF ANY OTHER JURISDICTION, NOR HAVE ANY SUCH SECURITIES REGULATORY AUTHORITIES OR THE SECURITIES AND EXCHANGE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS TERM SHEET. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The foregoing list of risk factors does not purport to be a complete enumeration or explanation of the risks involved in an investment in the Series. Prospective Members should consult their own legal, tax and financial advisers before deciding to invest in the Series.

III. CERTAIN TAX & REGULATORY CONSIDERATIONS

United States Federal Income Taxes

TO ENSURE COMPLIANCE WITH REQUIREMENTS IMPOSED BY THE IRS IN CIRCULAR 230, YOU ARE HEREBY INFORMED THAT (I) ANY TAX ADVICE CONTAINED IN THIS TERM SHEET IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY PERSON FOR THE PURPOSE OF AVOIDING PENALTIES UNDER THE CODE, (II) ANY SUCH TAX ADVICE IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THIS TERM SHEET, AND (III) EACH INVESTOR AND POTENTIAL INVESTOR SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

The following is a summary of the principal U.S. federal income tax considerations relating to an investment in the Series and does not purport to address all of the U.S. federal income tax consequences that may be applicable to any particular investor. The U.S. federal income taxation of partnerships is extremely complex, involving, among other things, significant issues as to the character and timing of realization of gains and losses.

Prospective investors are urged to consult their own tax advisors prior to investing in the Series with respect to their particular tax situations, including, in the case of non-U.S. investors, with reference to any special issues that an investment in the Series may raise for such investors.

Treatment as Partnership. The Series expects to be classified as a partnership, and not as a corporation, for U.S. federal income tax purposes. No ruling on this issue has been, or will be, requested from the Internal Revenue Service (the “IRS”) by the Series and no assurance can be given that the IRS will concur with such opinion. The treatment of the Series as a partnership for U.S. federal income tax purposes is dependent upon the validity of certain representations and warranties, the compliance with certain covenants and the continuation of current law, which is subject to change, possibly with retroactive effect.

As a partnership for tax purposes, the Series will not be subject to U.S. federal income tax. The Series will file a U.S. federal partnership information return reporting its operations for each calendar year and will provide each Member and the U.S. Internal Revenue Service with a Schedule K-1 indicating such Member’s distributive share of the Series’ income, gains, losses, deductions and credits.

Taxation of the Members. Each Member will be required to separately take into account on its own federal income tax return its distributive share of the Series’ items of income, gain, loss, deduction, credit and tax preference for the taxable year of the Series ending within or with such taxable year of the Member, regardless of whether the Series makes any cash distributions during that year.

Prospective Members should be aware that a Member’s share of the taxable income of the Series for any year may exceed the amount of cash distributed to such Member for that year, which may require that the Member make an out-of-pocket expenditure to cover its tax liability.

Conversely, if the cash distributed by the Series for any year exceeds the taxable income of the Series for that year, the excess will be treated as a return of capital for federal income tax purposes. To the extent that cash distributions are treated as a return of capital and to the extent that any tax losses are allocated to the Members, the tax bases of the Members in their Interests will be reduced (but not below zero). Because of such basis adjustments, any cash received in the early years of a Member's investment in the Series that is not subject to tax may result in the realization of additional gain upon the sale of assets of the Series or the liquidation of the Series. Any amounts of cash distributed in excess of the Members' tax bases in their Interests will generally be taxable as gain from the sale of a capital asset.