**ARCTIC EQUITY II, LLC**

**(a Delaware Limited Liability Company)**

**Non-Managing Membership Interests (“Membership Interests”)**

January 27th, 2022

THIS PRIVATE PLACEMENT MEMORANDUM DESCRIBES THE OFFERING (THE **“OFFERING”**) OF NON-MANAGING MEMBERSHIP INTERESTS IN ARCTIC EQUITY II, LLC (THE **“FUND”**), A DELAWARE LIMITED LIABILITY COMPANY.

PROCEEDS FROM THIS OFFERING OF THE MEMBERSHIP INTEREST IN THE FUND WILL BE USED TO ACQUIRE, HOLD AND/OR SELL SHARES (THE **“TARGET COMPANY SECURITIES”**) OF RELATIVITY SPACE, A DELAWARE CORPORATION (THE “**TARGET COMPANY**”) THROUGH THE DIRECT AND INDIRECT INVESTMENT. THE INVESTMENT OBJECTIVE RELATING TO THE MEMBERSHIP INTEREST IS TO MAXIMIZE THE VALUE OF THE FUND’S INVESTMENT IN THE TARGET COMPANY SECURITIES AND TO ACHIEVE THE HIGHEST POSSIBLE RATE OF RETURN ON THE FUND’S INVESTMENT IN FAVOR OF THE INVESTORS.

ARCTIC CAPITAL LLC, A DELAWARE LIMITED LIABILITY COMPANY ACTS AS A MANAGER OF THE FUND (THE “**MANAGER**”).

A DESCRIPTION OF THE TARGET COMPANY IS ATTACHED AS EXHIBIT A.

THE MINIMUM COMMITMENT BY A PURCHASER OF THE MEMBERSHIP INTERESTS IN THE FUND IS $100,000, ALTHOUGH THE MANAGER MAY, IN ITS SOLE DISCRETION, OFFER OR SELL THE MEMBERSHIP INTERESTS IN SMALLER AMOUNTS.

THE MANAGER MAY TERMINATE THE OFFERING AT ANY TIME WITHOUT PRIOR NOTICE. UPON TERMINATION OF AN OFFERING, ALL SUBSCRIPTIONS RECEIVED FOR A MEMBERSHIP INTERESTS WHICH HAVE NOT BEEN ACCEPTED BY THE FUND IN SUCH OFFERING WILL BE CANCELLED AND ALL FUNDS WILL BE RETURNED TO SUBSCRIBERS IN THE OFFERING WITHOUT INTEREST, PENALTY OR OFFSET. ALSO, THE MANAGER MAY REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART FOR ANY REASON OR FOR NO REASON IN THE MANAGER’S SOLE DISCRETION. IF THE MANAGER REJECTS A SUBSCRIPTION, EITHER IN WHOLE OR IN PART, THE REJECTED SUBSCRIPTION FUNDS WILL BE RETURNED PROMPTLY TO THE INVESTOR, WITHOUT INTEREST, PENALTY OR OFFSET. IF THE FUND DOES NOT ACQUIRE THE TARGET COMPANY SECURITIES WITHIN FOUR (4) WEEKS OF THE RECEIPT OF A SUBSCRIPTION AND CAPITAL CONTRIBUTIONS FROM A MEMBER, AT THE REQUEST OF SUCH MEMBER, THE FUND SHALL RETURN THE MEMBER’S CAPITAL CONTRIBUTION TO THE MEMBER, WITHOUT INTEREST, PENALTY OR OFFSET.

NO REPRESENTATION IS MADE HEREIN REGARDING THE BUSINESS, FINANCIAL CONDITION OR PROSPECTS OF THE TARGET COMPANY AND NO PERSON ACTING ON BEHALF OF THE FUND, THE MANAGER OR ANY OF THEIR AFFILIATES IS AUTHORIZED TO MAKE ANY SUCH STATEMENT.

THE MEMBERSHIP INTERESTS IN THE FUND ARE BEING OFFERED ONLY TO “ACCREDITED INVESTORS” WITHIN THE MEANING OF REGULATION D UNDER THE 1933 ACT AND “QUALIFIED CLIENTS” (AS THAT TERM IS DEFINED IN RULE 205-3 OF THE INVESTMENT ADVISERS ACT OF 1940, AS AMENDED. EACH PROSPECTIVE INVESTOR WILL BE REQUIRED TO MAKE A REPRESENTATION AS TO THE FOREGOING AND, AMONG OTHER THINGS, TO REPRESENT THAT IT IS PURCHASING THE MEMBERSHIP INTERESTS FOR ITS OWN ACCOUNT FOR INVESTMENT PURPOSES AND NOT FOR RESALE OR DISTRIBUTION. A PROSPECTIVE INVESTOR WILL BE REQUIRED TO PROVIDE SUCH EVIDENCE AS MAY BE DEEMED NECESSARY TO SUBSTANTIATE THE ACCURACY OF SUCH INVESTOR’S REPRESENTATIONS CONCERNING SAID INVESTOR’S SUITABILITY FOR AN INVESTMENT IN THE FUND. THE MANAGER RESERVES THE RIGHT TO MAKE ITS OWN JUDGMENT ON WHETHER ANY PROSPECTIVE INVESTOR MEETS THE SUITABILITY STANDARDS. IT IS ANTICIPATED THAT THE OFFERING AND SALE OF THE MEMBERSHIP INTERESTS WILL BE EXEMPT FROM REGISTRATION PURSUANT TO REGULATION D PROMULGATED UNDER THE 1933 ACT.

NOTHING CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM IS, OR SHOULD BE RELIED UPON AS, A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE FUND. THE CONTENTS OF THIS PRIVATE PLACEMENT MEMORANDUM ARE NOT TO BE CONSTRUED AS LEGAL, BUSINESS OR TAX ADVICE. INVESTORS MUST RELY ON THEIR OWN EVALUATION OF THE FUND AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED IN MAKING AN INVESTMENT DECISION WITH RESPECT TO THESE SECURITIES. PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR OWN LEGAL, INVESTMENT AND TAX ADVISORS REGARDING THE TERMS OF THE OFFERING AND ANY INVESTMENT IN THE FUND. PROSPECTIVE INVESTORS SHOULD READ THE PRIVATE PLACEMENT MEMORANDUM CAREFULLY BEFORE PURCHASING THE MEMBERSHIP INTERESTS. DISCLOSURES MADE IN THE PRIVATE PLACEMENT MEMORANDUM ARE INTENDED TO SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS AND UNDERSTANDINGS REGARDING THE OFFERING AND MAY BE USED AS A DEFENSE IN LEGAL PROCEEDINGS RELATED TO THE FUND.

AN INVESTMENT IN THE MEMBERSHIP INTERESTS WILL INVOLVE SIGNIFICANT RISKS DUE TO, AMONG OTHER THINGS, THE NATURE OF THE FUND’S INVESTMENT UNDERLYING THE MEMBERSHIP INTERESTS, THE NATURE OF THE MEMBERSHIP INTERESTS, AND ACTUAL OR POTENTIAL CONFLICTS OF INTEREST. THERE CAN BE NO ASSURANCE THAT THE FUND’S RATE OF RETURN OBJECTIVES WILL BE REALIZED OR THAT THERE WILL BE ANY RETURN OF CAPITAL. IN ADDITION, THE FUND’S INVESTMENT IN THE TARGET COMPANY SECURITIES INVOLVES RISK, INCLUDING THE RISK OF THE FUND’S ENTIRE INVESTMENT. INVESTORS SHOULD HAVE THE FINANCIAL ABILITY AND WILLINGNESS TO ACCEPT THE RISKS (INCLUDING, AMONG OTHER THINGS, THE RISK OF LOSS OF THEIR ENTIRE INVESTMENT AND THE LACK OF LIQUIDITY) THAT ARE CHARACTERISTIC OF THE INVESTMENTS DESCRIBED HEREIN AND SHOULD CONSULT THEIR FINANCIAL AND LEGAL ADVISORS REGARDING THE APPROPRIATENESS OF MAKING AN INVESTMENT IN THE FUND. THERE WILL BE NO PUBLIC MARKET FOR THE MEMBERSHIP INTERESTS AND, WITHOUT THE PRIOR WRITTEN CONSENT OF THE MANAGER, THE MEMBERSHIP INTERESTS WILL NOT BE TRANSFERABLE. PLEASE SEE THE ARTICLE II ENTITLED “RISK FACTORS”, BELOW, FOR MORE DETAILS.

THIS PRIVATE PLACEMENT MEMORANDUM IS SOLELY INTENDED TO PROVIDE PROSPECTIVE INVESTORS WITH AN INTRODUCTION TO THE OFFERING, THE FUND, AND THE MEMBERSHIP INTERESTS. THE MANAGER WILL MAKE AVAILABLE TO ANY OFFEREE, OR HIS OR HER ATTORNEY, BUSINESS, INVESTMENT OR TAX ADVISER, OR OFFEREE OR PURCHASER REPRESENTATIVE ANY INFORMATION DEEMED NECESSARY OR APPROPRIATE BY SUCH PERSONS TO THE EXTENT SUCH INFORMATION CAN BE OBTAINED WITHOUT UNREASONABLE EFFORT OR EXPENSE.

FURTHER INFORMATION IS AVAILABLE UPON REQUEST. INQUIRIES SHOULD BE DIRECTED TO:

ANTON ALIKOV

ARCTIC CAPITAL LLC

E-mail: aalikov@arcticventures.vc, info@arcticventures.vc

**ARTICLE I**

**SUMMARY OF THE OFFERING**

THIS SUMMARY OF THE OFFERING IS NOT AN OFFER OF SECURITIES. AN OFFER IS MADE ONLY PURSUANT TO THE ENTIRETY OF THIS PRIVATE PLACEMENT MEMORANDUM AND APPLICABLE SECURITIES LAWS. THIS SUMMARY IS INTENDED TO GIVE BRIEF HIGHLIGHTS OF THE MATERIALS CONTAINED IN THIS PRIVATE PLACEMENT MEMORANDUM. INFORMATION CONTAINED IN THIS SUMMARY IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE TEXT OF THE ENTIRETY OF THIS PRIVATE PLACEMENT MEMORANDUM AND THE COMPLETE TEXT OF EACH OF THE EXHIBITS HERETO. PURCHASE OF MEMBERSHIP INTERESTS CANNOT BE MADE WITHOUT THIS PRIVATE PLACEMENT MEMORANDUM.

The terms and conditions controlling all aspects of the Offering are contained in the Subscription Agreement, the Operating Agreement and the Management Agreement of the Fund (the **“Fund’s Documents”**), a copy of which is attached hereto as Exhibits. Capitalized terms used in this Term Sheet and not otherwise defined in this Term Sheet shall have the meanings set forth in the Funds Documents.

Potential investors are encouraged to read and review the Fund’s Documents in their entirety and to consult with their own legal and/or tax counsel in determining whether to make an investment in the Fund. Terms in the Fund’s Documents specific to the Membership Interests are as follows:

Membership Interests Membership Interests are non-voting Interests that will represent an interest in the Target Company Securities held by the Fund. All Membership Interests held by the investors shall have the same rights, privileges and obligations. The Members will subscribe for the Membership Interest by entering into the Subscription Agreement with the Fund. The Member shall pay the Purchase Price for the percentage of the Membership Interest as set forth in the Subscription Agreement.

Target Company RELATIVITY SPACE, A DELAWARE CORPORATION.

Investment Transaction Capital Contributions will be used to acquire shares of Relativity Space (**“Target Company”**).

Minimum Investments $100,000

Target Investment Amount $3,500,000

Offering Period The Fund may accept subscriptions to the Offering in order to effectuate a first closing since there is no minimum to this Offering (the "**First Closing**"). If the Fund has not completed the First Closing on or prior to 30.06.2022 (the "**Initial Offering Period**"), the Fund will return all funds to the investors without interest, deduction or setoff. Following the First Closing, the Offering will remain open until such time as the Manager elects to terminate the Offering. The Manager will have no obligation to provide investors or potential investors with a notice of any extension of the Offering.

Manager ARCTIC CAPITAL, LLC, a Delaware limited liability company. the Manager shall hold office indefinitely. The Manager will cease to be the Manager of the Fund: (i) if the Manager resigns or is dissolved; (ii) if the Manager becomes the subject party in an Event of Bankruptcy; (iii) upon the vote of the Majority-In-Interest of Members in the event of Misconduct by the Manager.

Management Fee In connection with the Offering, the management fee shall be equal to the amount set forth in the Subscription Agreement (the “**Management Fee**”) and shall be withdrawn in addition to the Capital Contribution in favor of the Fund. The Management Fee shall be paid upfront and shall be non-refundable at the time a Member enters into a Subscription Agreement.

Set Up Fee Members will pay the Set Up Fee (the **“Set Up Fee”**), in the amount set forth in each such Member’s Subscription Agreement to cover reasonable organizational and operating expenses of the Fund.

Expenses Expenses to be borne by the Fund shall include the following costs and expenses associated with the formation, operation, dissolution, winding-up, or termination of the Fund, reasonably incurred by the Fund. The Manager shall have the right to require Members to make Additional Capital Contributions in such amounts as the Manager reasonably determines is required from time to time to pay costs and expenses related to any action, claim, suit, investigation or arbitration or proceeding involving the Fund’s activities to the extent Available Cash is insufficient to cover such expenses. The Expenses that exceed 3% of the Member’s total Capital Contribution and require the Additional Capital Contributions should be approved by the Majority-In-Interest.

Carried Interest Deal-by-deal waterfall.

The Fund shall make distributions resulting from receipt attributable to, or proceeds from the Disposition of, a Tranche as follows:

(i) Return of Capital: First, 100% to the Participating Members with respect to such Tranche who have Net Investment Amounts, in proportion to their relative amounts of Net Investment attributable to the Tranche, until the Net Investment of each Participating Member with respect to such Tranche has been reduced to zero;

(ii) Split: Thereafter, any balance will be distributed to (i) the Member’s Percentage to each Participating Member; the Manager’s percentage to the Manager (“**Carried Interest**”). The Member’s Percentage and the Manager’s percentage of distributable proceeds are defined in the Subscription Agreement.

Use of Proceeds All net proceeds of the Offering will be used to (i) fund purchases of Target Company Securities, (ii) pay Management Fees, Set Up Fees and Distributions, and (iii) pay the Fund’s Expenses.

Lock-Up Period If the Target Company Securities shall be registered for sale in an initial public offering (**“IPO”**), the Fund may be prohibited from selling such shares for a period of six months from and after the IPO (the **“Lock-Up Period”**). Following expiration of the Lock-Up Period the Fund shall sell the Target Company Securities and distribute the proceeds of such sale, but not later than the date which is the one-year anniversary of the IPO (such date, the **“Distribution Date”**).

Drag-Along Rights The Major Investor shall have the right to require all other Members to sell all their Member’s Interest; provided, that (i) the terms of the Drag-Along Transaction and the third-party purchaser shall be approved by the Manager; (ii) the Majority-In-Interest shall approve or Consent to the Drag-Along Transaction; and (ii) as a result of the Drag-Along Transaction, the Dragged Members shall receive investment returns in amount not less than the 10% net annual investment return on their Capital Contributions. For the purpose of the Operating Agreement, the Major Investor means any Member that, individually or together with such Member's Affiliates, holds at least 10% of the Percentage Interest.

Follow-On Investments Members shall have the right, but not the obligation, to make additional Capital Contributions to enable the Fund to exercise its pre-emptive rights with respect to any new issuances of Target Company Securities, acquire directly or indirectly.

Protective Provisions The following matters require the consent of the Majority-In-Interest of the Members:

(i) any merger, reorganization, consolidation, dissolution or similar restructuring of the Fund;

(ii) approval of the Drag-Along Transaction;

(iii) amendment of the Operating Agreement as specified in Article IX the Operating Agreement;

(iv) appointment of a Liquidating Trustee(s);

(v) appointment of a successor Manager;

(vi) any loan by the Fund to any Person, or any guaranty by the Fund of any other Person’s obligations;

(vii) any other decision that specifically requires the approval of the Majority-In-Interest pursuant to the Operating Agreement.

For the purpose of the Operating Agreement, the Majority-In-Interest means 51% or more of the Interests in the Fund.

Reports and Financial Statements Members will be furnished with periodic reports and financial statements (at least quarterly) setting forth relevant information pertaining to the Fund including: (i) a balance sheet; (ii) a statement of income and expenses; (iii) a statement of changes in the Members’ capital accounts; (iv) a report of the activities of the Fund during such period; and (v) all necessary income tax information. Unless otherwise determined by the Manager, annual financial statements will be audited, at the Fund’s expense.

Confidentiality This Term Sheet is intended for potential investors only, and for discussion purposes only. This Term Sheet and the content hereof should not be disclosed to any persons other than the potential investor to whom it is delivered.

**ARTICLE II.**

**RISK FACTORS**

You should be aware that an investment in the Offering involves considerable potential risks, including the possible loss of all or a portion of your investment. You should also closely review the Risk Factors set forth in this Private Placement Memorandum, which sets forth additional risks associated with an investment in the Fund and the Target Company. Before investing in the Offering, prospective investors should consider the risks inherent in the investment carefully, including the following:

***Investments in Securities of a Private Company.***

The Fund will invest indirectly in securities of RELATIVITY SPACE, A DELAWARE CORPORATION (the “**Target Company**”). The Target Company is a high-risk investment that presents many risks associated with its future success, or even viability. Moreover, the share price of the Target Company that will serve as the principal basis of the Fund’s investment is a valuation that can be justified only on the assumption that the Target Company will overcome a variety of significant risks and hurdles and thereby achieve extraordinary success. There is no assurance that any Investment will be profitable and there is a substantial risk that portfolio losses and expenses will exceed income and gains.

Although such Investments may result in significant returns, they involve a substantial degree of risk and may not show any return for a considerable period of time, if at all.

The Manager will have no management control of the Target Company, and the marketability and value of the investments will depend upon many factors beyond the Manager’s control. The Fund will hold a minority position in the Target Company or acquire securities that are subordinated vis-à-vis other securities as to economic, management or other attributes. The Target Company may need substantial additional capital to support growth or to achieve or maintain its operations. Such capital may not be available on attractive terms. The Fund’s capital will be limited and may not be adequate to protect it from dilution in multiple rounds of the Target Company financing.

There can be no guarantee that this investment will result in a liquidity event via public offering, merger, acquisition or otherwise, and there is a significant risk that the Fund’s investments will yield little or no return. The public market for high technology companies is extremely volatile. Such volatility may adversely affect the development of the Target Company, the ability of the Fund to dispose of investments, and the value of investment securities on the date of sale or distribution by the Fund. In particular, the receptiveness of the public market to an initial public offering by a company like the Target Company may vary dramatically from period to period, and the Target Company may yield poor investment returns if it is unable to consummate an initial public offering at the proper time. Even if the Target Company effects a successful public offering, its securities will likely be subject to contractual “lock-up”, securities law or other restrictions which may, for a material period of time, prevent the Fund or the Members from disposing of such securities. Similarly, the receptiveness of potential acquirors to the Target Company will vary over time and, even if the Target Company investment is disposed of via a merger, consolidation or similar transaction, the resulting stock, security or other interests in the surviving entity may not be marketable. An investment in the Target Company by the Fund will be illiquid and difficult to value, and there will be little or no collateral to protect an investment once made. Such investment will be long-term in nature and may require many years from the date of initial investment before disposition.

***Limited Information on the Target Company.***

The Offering represents the indirect interest in the shares of the Target Company. The Target Company is a private company, and there is limited to no information available on the financial operations of the Target Company. No representation has been made or will be made by the Fund and/or the Manager, or their respective executives and agents, regarding the Target Company’s business, financial condition or prospects.

***Potential Dilution in the Future.***

The Target Company Securities represent the indirect interest in shares of preferred or common stock in the Target Company. In the event that the Target Company issues additional shares of capital stock in the future, including options or warrants to purchase capital stock or preferred stock, there will be dilution to the Target Company’s stockholders, and holders of capital stock in the Target Company may experience substantial dilution in their ownership.

***The Target Company Securities represent the indirect interest in common or preferred stock of The Target Company.***

The Fund is not necessarily purchasing the Target Company Securities directly, but through one or more different entities, every one of which are not operated or controlled by the management or the Manager. While the Fund had negotiated certain controls, the risk remains that the management of these intermediate entities will not act in the best interests of the Members.

***Liquidation Preference and Undiscovered Liabilities.***

There may be securities that have a liquidation preference senior to the Target Company Securities. Such securities may have antidilution protections that are not available to holders of the Target Company Securities. Additionally, the Target Company may have indebtedness outstanding, which indebtedness is senior in liquidation to the Target Company Securities. Even if there is a liquidity event (whether through a sale of the company, sale of its shares on the next investment round, merger or IPO) at a similar valuation to what you acquired the Target Company Securities, there is no assurance that you will receive all or a portion of our investment back, as the debt holders and preferred shareholders may be entitled to all or a majority of the proceeds.

***A Contractual Arrangement May Expose the Fund to Unexpected Risks and Potential Losses.***

Any Contractual Arrangement the Fund enters into will likely require the satisfaction and removal or waiver of any transfer restrictions which any Target Company Securities may be subject to at the time of entering into the Contractual Arrangement before such Target Company Securities can be transferred to the Fund. Any Contractual Arrangement will be individually negotiated and non-standardized. Until such time as any Target Company Securities subject to a Contractual Arrangement are transferred, we are subject to default risk and, if an event of default occurs, we may have to incur additional costs to enforce the Contractual Arrangement. These factors could subject us to increased costs and/or loss of an investment.

***Limited Liquidity of Target Company Securities.***

In the event that the Manager determines to make distributions of Target Company Securities to the Members, there is no market through which the Target Company Securities may be sold, and even if there were such a market, the transfer of Target Company Securities is likely to be subject to significant restrictions described in the documents pursuant to which the Fund will acquire the Target Company Securities. In addition, the Target Company Securities will not be registered under federal securities laws or qualified under any state securities law, and the Target Company Securities are being sold in reliance upon exemptions under such laws. Unless the Target Company Securities are registered with the US Securities and Exchange Commission (the “**SEC**”) and any required state authorities, or an appropriate exemption from registration is available. Members who receive Target Company Securities in a distribution by the Fund may be unable to liquidate such securities, even though such Member’s personal financial condition may dictate such a liquidation. Therefore, prospective investors who require liquidity in their investments should not invest in the Offering.

***No Assurance of an IPO of or other Liquidity Event in The Target Company.***

Although an investment in the Target Company Securities may offer the opportunity for gains, such investment involves a high degree of business and financial risk and uncertainty that can result in substantial losses. No public market currently exists for the Target Company Securities, and no assurance can be given that an IPO or other liquidity event will be consummated by the Target Company in the future. The management and board of directors of the Target Company may have a differing view of the efficacy of an IPO or other liquidity event than that of the Members or the Manager. The Fund will be dependent on the decisions of the Target Company’s management and board of directors that will affect the value and liquidity of the Target Company Securities.

***Long-Term Investment.***

An investment in the Fund is a long-term commitment, and there is no assurance of any distribution to the Members prior to liquidation of the Fund, if at all.

***Long-Term Investment Horizon; Uncertain Timing for Sales.***

The Fund is expected to continue until the disposition of the Target Company Securities and the distribution of the proceeds to the Members in accordance with the terms of the Operating Agreement. Any significant returns will likely occur only after complete sale of the Target Company Securities, which may delay the return to the Members. It is possible that favorable sale terms for the Target Company Securities may not be capable of being obtained, thereby reducing or eliminating the return.

***Restriction on Transfer.***

Various securities laws applicable to the issuance of Membership Interests in the Fund require that the subsequent sale or transfer of Membership Interests in the Fund must be restricted and Membership Interests in the Fund may be transferred only with the consent of the Manager and upon registration (and/or qualification) under the Federal securities laws and/or applicable “blue-sky” laws or pursuant to a specific exemption from such registration and/or qualification requirements. Prospective investors are advised that a general solicitation of purchasers for their Membership Interests (such as advertising in the newspaper) may be prohibited under such exemptions.

***Operating Agreement Restrictions.***

The transferability of the Membership Interests is restricted by the Operating Agreement. Transferees of a Member may be admitted as a substitute member only as provided in the Operating Agreement, and the voluntary withdrawal of a Member is not permitted. Consequently, an investor’s ability to control the timing of the liquidation of such investor’s investment in a Membership Interest will be restricted.

***No Redemption.***

The Membership Interests are not subject to any redemption provisions, there are no so-called “sinking fund” provisions with respect to the Membership Interests and Members have no special rights to require the Fund to redeem or purchase any Membership Interests.

***No Preemptive Right as to Subsequent Issuances of Membership Interests.***

The Fund has not agreed that any issuances of additional Membership Interests shall be first offered to the then existing investors.

***The Fund may use Distributable Proceeds to Meet Obligations of the Fund.***

Subject to the limitations set forth in the Operating Agreement, the Manager may direct certain proceeds of the Fund that would otherwise be available for distribution to Members to satisfy the Fund’s obligations. If distributable proceeds are used to meet the Fund’s obligations, the distributions received by Members will be reduced.

***Limited Operating History.***

The Fund is a newly formed entity with no performance record. Investors should be aware that there is a risk that the Fund may not be able to locate and/or purchase the Target Company Securities at prices that are advantageous or at any price and they may lose their entire investment in the Fund. If the Fund is able to purchase the Target Company Securities, there can be no assurances it will be able to directly and/or indirectly sell such securities at prices above that paid by the Fund, if at all. Accordingly, Member Interests should represent only a small portion of an Investor’s overall investment portfolio and net worth as the purchase of Member Interests is a highly risky investment and Investor could lose their entire investment.

***Portfolio Risks.***

There can be no assurance that the Fund will successfully execute its investment strategy. Since the Fund may make only a single investment or a limited number of investments in respect of a particular Target Company, and since many of these investments involve significant degrees of risk, poor performance by a single investment or a few of the investments could severely affect the total returns to Members.

***Recourse to the Fund’s Assets.***

The Fund’s assets, including any investments made by the Fund and any capital held by the Fund, may be available to satisfy all liabilities and other obligations of Fund, even despite of the defensive Delaware structure of the Fund. If the Fund becomes subject to a liability, parties seeking to have the liability satisfied may have recourse to such Fund’s assets generally and not be limited to any particular asset, such as the investment giving rise to the liability.

***Distributions in Kind.***

The Fund may from time to time distribute Target Company Securities to the Members. Except as specifically provided in the Operating Agreement, such distributions will be made solely at the discretion of the Manager. Distributed securities may be subject to a variety of legal or practical limitations on sale. In particular, immediately following a distribution of securities, trading volume may be insufficient to support sales by the Members without such sales triggering a price decline which makes it difficult or impossible for all Members to sell such securities at the distribution price. Nevertheless, the distribution price of such securities will be established under the provisions of the Operating Agreement and will not be adjusted to reflect actual sale prices obtained by the Members.

***Members do not Participate in Management; Limited Ability to Replace or Remove the Manager.***

Members will not participate in the management of the Fund or in the conduct of its business. Moreover, Members have no right to influence the management of the Fund by voting or withdrawing, and have limited ability to replace ARCTIC CAPITAL, LLC as the Manager.

***Reliance on the Manager.***

The Fund will be dependent upon the efforts, experience, contacts and skills of the Manager. The loss of the Manager will have a material, adverse effect on the Fund, and such loss could occur at any time due to death, disability, resignation or other reasons. Moreover, except as specifically provided in the Fund, the Manager will not be required to devote its time and attention exclusively to the Fund.

The Manager will have the authority to determine the appropriate price for securities of the Target Company. There can be no assurance that the Manager will be able to achieve the lowest possible price or the best possible price.

Except as specifically provided in the Fund’s Operating Agreement, the Manager will have the exclusive right and power to manage the Fund’s business and affairs.

***Prior Experience and Prior Performance.***

The Manager has limited operating history as of the date of the Term Sheet, and it is not possible to determine whether the Manager will be successful in undertaking the Fund’s investment program.

The strategy to be employed for the Fund may differ, perhaps substantially, from that historically employed by those responsible for equivalent investments by the Manager. Prior experience and past performance is not a guarantee of the performance of the Fund.

***Limitation of Liability of the Manager.***

The Operating Agreement provide that neither the Manager, its Affiliates nor any of their respective directors, officers, partners, agents, consultants and employees have any liability for any loss incurred by the Fund or any other Member howsoever arising in connection with the services provided by any of them pursuant to the Operating Agreement absent certain circumstances.

***Exculpation and Indemnification.***

The Fund will contain provisions that relieve the Manager and their affiliates of liability for certain improper acts or omissions. Under certain circumstances, the Fund may even indemnify the Manager and their affiliates against liability to third parties resulting from such improper acts or omissions.

***Reliance on Fund’s Professionals.***

The Fund’s success will depend to a significant extent on the efforts and skills of personnel employed by the Manager and its Affiliates who are involved in the Fund’s management. These professionals will not be dedicated solely to servicing the Fund nor can there be any assurance that they will continue to be associated with the Manager or their Affiliates throughout the term of the Fund.

***Carried Interest.***

The Manager will be entitled to carried interest based upon a percentage of the Fund’s profits if any, which may induce the Manager to manage the Fund’s investments in a manner riskier than might otherwise be the case.

***Risks Associated with Potential Conflicts of Interest***

Members should be aware that there will be occasions when the Manager and its Affiliates may encounter potential conflicts of interest in connection with the Fund. The following is not necessarily a comprehensive list of all such potential conflicts.

a) Exclusivity; Other Clients of the Manager. The Manager and its Affiliates may provide investment advisory, management and other services to existing and prospective clients (some of whom may also be Affiliates of a Member) and funds.

b) Allocation of Personnel. The personnel of the Manager and its Affiliates will allocate such time and attention as is deemed appropriate and necessary to carry out the operations of the Fund effectively. Such personnel will work on other projects; conflicts may, therefore, arise in the allocation of certain personnel and other resources.

c) Other Investments. The personnel of the Manager and its Affiliates may have investments in other funds sponsored by or affiliated with the Manager as well as investments in non-Affiliates. The performance of and financial returns on such other investments may be at odds with those of the Fund.

d) The Manager May In-Source or Outsource. The Manager, may, from time-to-time and without notice to the Members, in-source or outsource certain processes or functions in connection with a variety of services that it provides to the Fund in its administrative or other capacities. In-sourcing or outsourcing may give rise to additional conflicts of interest.

***Regulation with respect to the Manager.***

The Manager and its Affiliates may be subject to regulation by various supervisory entities. Such regulators have broad discretion to issue or change regulations, or issue guidance, which can significantly affect the way such entities conduct their businesses. If a regulatory change impacts the Manager or any of its Affiliates, it is possible that the Fund or the value of the Fund could be adversely affected. These are likely to increase the costs and expenses associated with operating the Fund.

***U.S. Income Tax Risks.***

The Fund is expected to be treated as a partnership under U.S. income tax regulations. Investors should consult their own professional tax advisor to determine the tax consequences of an investment in the Fund.

***Taxation.***

The Fund may take positions with respect to certain tax issues which depend on legal conclusions not yet addressed by the courts. Should any such positions be successfully challenged by the Internal Revenue Service or other applicable taxing authorities, there could be a materially adverse effect on the Fund. Except as specifically provided in the Fund’s Operating Agreement, the Manager will not be required to take into consideration the separate tax status, or circumstance of any Member or group of Members.

***Potential Non-Partner Status for Income Tax Purposes for Certain Members.***

Certain Members of the Fund may have an interest in the Fund's net profits realized from investments, but may not be obligated to make capital contributions to the Fund for the purpose of enabling the Fund to make such investments. While there is no clear authority on the matter, there is a material risk that Federal or State income tax authorities could take the position that such Member is not “at risk” with respect to such interest in the Fund and should be treated as other than as a “partner” for Federal or State income tax purposes. In the event that such a position was upheld, any profits or income realized from such interest in the Fund would likely be considered compensation or self-employment income in respect of services rendered to the Fund by such Member.

***Regulatory Concerns.***

The Manager believes the nature of the Fund will not subject the Fund to the registration requirements of the Investment Company Act of 1940 (the “**1940 Act**”). There is no assurance that the Manager’s belief in this regard will continue to be correct. The performance of the Fund’s investment portfolio could be materially adversely affected, and risks involved in financing companies could substantially increase, if the Fund becomes subject to the 1940 Act, due to the various burdens of compliance therewith. Neither the Fund nor its counsel can assure investors that, under certain conditions, changing circumstances, or changes in the law the Fund may not become subject to such regulation.

***Potential Expulsion of Members.***

The Manager will be authorized to take any remedial action necessary or desirable so that (i) the Fund is not to be in violation of the 1940 Act, (ii) the Fund’s assets not to be deemed to be “plan assets” for purposes of ERISA, (iii) the Manager are not to be in violation of the Investment Advisers Act, or (iv) each of the Fund, the Manager or any of their affiliates are not in violation of any other material law, regulation or guideline applicable to the Fund, the Manager or such affiliate. Such remedial action by the Manager shall include (x) canceling or reducing the capital commitment of any Member, or (y) requiring the sale in whole or in part of any Member’s Interest or otherwise causing the withdrawal of any Member from the Fund.

***Risk of Change in Tax Laws.***

The taxation regimes applying in jurisdictions affecting the Fund and its assets may change in future and any changes could impact upon the tax treatment of the Fund, its assets and/or the Members. The Manager will aim to structure investments in a manner that is generally tax-efficient for the Members as a whole. However, there can be no assurance that the structure of the Fund or the investments will be tax optimal to a particular Member.

***Changes in Accounting Rules.***

The Fund’s assets and liabilities are valued in accordance with the valuation policies set forth in the Operating Agreement. Accounting rules applicable to investment funds and various assets they invest in are evolving. Such changes may adversely affect the Fund. For example, the evolution of rules governing the determination of the fair market value of assets to the extent such rules become more stringent would tend to increase the cost and/or reduce the availability of third-party determinations of fair market value. This may in turn increase the costs associated with selling assets or affect their liquidity due to inability to obtain a third-party determination of fair market value.

***Business and Regulatory Risks of Private Investment Funds.***

Legal, tax and regulatory changes could occur during the term of the Fund that may adversely affect the Fund, its investment results and/or some or all of the Members. The regulatory environment for private investment funds is evolving, and changes in regulation may adversely affect the value of the Fund and the ability of the Fund to pursue its investment objective. In that regard, the Fund may be adversely affected as a result of new or revised legislation, or regulations imposed by the U.S. Securities and Exchange Commission, the U.S. Internal Revenue Service, other U.S. or non-U.S. governmental regulatory authorities or self-regulatory organizations that supervise the financial markets. The Fund or some or all of the investors in the Fund also may be adversely affected by changes in the interpretation or enforcement of existing laws and rules by these governmental authorities and self-regulatory organizations. It is impossible to determine the extent of the impact of any new laws, regulations or initiatives that may be proposed, or whether any of the proposals will become law. Compliance with any new laws or regulations could be more difficult and expensive, and may affect the manner in which the Fund conducts business. New laws or regulations may also subject the Fund or some or all of the investors in the Fund to increased taxes or other costs. The effect of any future regulatory change on the Fund could be substantial and adverse.

***Changes in Market Circumstances.***

The Fund faces risks attendant to changes in economic environments, changes in interest rates, instability in certain securities markets, changes in the relative valuations of its target investment sectors and changes in the availability of, and/or the general terms and conditions for financing, among other factors. Any one of these changes could adversely affect investment returns. In addition, major market disruptions could occur which could significantly impair the value of the Fund’s assets.

***Availability of Insurance against Certain Catastrophic Losses.***

Certain losses of a catastrophic nature, such as floods, wars, earthquakes, environmental contamination, terrorist attacks or other similar events, may be either uninsurable or insurable at such high rates that to maintain such coverage would cause an adverse impact on the Fund. If a major uninsured loss occurs, the Fund could lose both invested capital in and anticipated profits from any investment.

***COVID-19 Risks***

The recent outbreak of the novel COVID-19 or “coronavirus” (also known as novel coronavirus or coronavirus disease 2019) pandemic presents unique, rapidly changing and hard to quantify risks to the Fund. The pandemic has prompted local, state and national governments across the globe to announce “social distancing” recommendations or orders, “shelter in place” mandates, quarantines, advisories, restrictions or outright prohibitions on travel to and from certain countries (and within countries) and prohibitions on certain business activities (other than “essential business activities,” the definition of which is sometimes ambiguous and varies from jurisdiction to jurisdiction). Such government actions, coupled with the high level of public fear over the spread of the virus and growing concerns about the ability of local health systems to respond to the crisis, have resulted in a sudden and significant decline in global and regional commercial activity, as well as steep declines in major stock market indices. The economies of certain countries in the Asia Pacific region, may already be in a recession, with high unemployment rates likely to be experienced at least over the short-term. The full economic fallout from this world health crisis may not be known for months and it is possible that global and regional economic conditions may worsen, and worsen significantly, before improving (the timing and extent of which improvement cannot be predicted). Governmental intervention to shore up national economies may mitigate some of the near-term, more acute economic issues presented by the pandemic and may help to stabilize domestic and global capital markets to some degree but the level of governmental support in the country in which the Fund is located may be less robust (if it is made available at all) and, in any case, there are limits to the abilities of central governmental authorities to use governmental funding and monetary policy to ward off all of the economic consequences of the pandemic, particularly if the period of time needed to contain the virus is protracted. Although there is reason to believe that the COVID-19 outbreak may be contained over a reasonable period of time, there can be no assurance regarding how long it will take to reduce global infection rates and it is possible that, once the virus appears to have been contained and restrictions on social and commercial activities have been relaxed, there may be one or more future outbreaks that may be as serious, or potentially more serious, than the current outbreak. In the meantime, global equity, bond and credit markets have been, and will likely continue to be, significantly adversely affected.

***Cybersecurity Risk.***

The Manager’s, the Fund’s, and the Investments’ service providers and other market participants increasingly depend on complex information technology and communications systems to conduct business functions. These systems are subject to a number of different threats or risks that could adversely affect the Fund and the Members. For example, unauthorized third parties may attempt to improperly access, modify, disrupt the operations of, or prevent access to these systems of the Manager’s, the Fund’s, and the Investments’ service providers, counterparties or data within these systems. Third parties may also attempt to fraudulently induce employees, customers, third-party service providers or other users of the Manager’s, the Fund’s, and the Investments’ systems to disclose sensitive information in order to gain access to available data. A successful penetration or circumvention of the security of the Manager’s systems could result in the loss or theft of a Member’s data or funds, the inability to access electronic systems, loss or theft of proprietary information or corporate data, physical damage to a computer or network system or costs associated with system repairs. Such incidents could cause the Manager’s, the Fund’s, and the Investments’, or their service providers to incur regulatory penalties, reputational damage, additional compliance costs or financial loss.

***No Assurance of Confidentiality.***

As part of the subscription process and otherwise in their capacity as Members, investors will provide significant amounts of information about themselves to the Manager and the Fund. Under the terms of the Fund’s Operating Agreement as well as applicable laws, such information may be made available to other Members, third parties that have dealings with the Fund, and governmental authorities (including by means of securities law-required information statements that are open to public inspection). Investors that are highly sensitive to such issues should consider taking steps to mitigate the impact upon them of such disclosures (such as by investing in the Fund through an intermediary entity).

***Limited Access to Information.***

The rights of Members to information regarding the Fund and the Target Company will be specified, and strictly limited, in the Fund’s Operating Agreement. In particular, it is anticipated that the Manager will obtain certain types of material information that will not be disclosed to Members. For example, the Manager may obtain information regarding the Target Company that is material to determining the value of securities issued by the Target Company. Such information may be withheld from Members in order to comply with duties to the Target Company or otherwise to protect the interests of the Target Company or the Fund.

Decisions by the Manager to withhold information may have adverse consequences for Members in a variety of circumstances. Each communication from the Manager to one or more Members must be interpreted in light of the realistic possibility that the Manager is in possession of undisclosed information relating to the Fund or its portfolio companies that could be material to a comprehensive assessment of such communication.

***Legal Counsel.***

Documents relating to the Fund, including the Subscription Agreement to be completed by each investor as well as the Fund’s Operating Agreement, will be detailed and often technical in nature. Legal counsel to the Fund will represent the interests solely of the Manager, the Members and the Fund, and will not represent the interests of any investor. Moreover, under the Fund, each investor will be required to waive any actual or potential conflicts of interest between such investor and legal counsel to the Fund. Accordingly, each prospective investor is urged to consult with its own legal counsel before investing in the Fund. Finally, in advising as to matters of law, legal counsel has relied, and will rely, upon representations of fact made by the Manager. Such advice may be materially inaccurate or incomplete if any such representations are themselves inaccurate or incomplete, and legal counsel generally will not undertake independent investigation with regard to such representations.

***Definitive Terms and Conditions.***

Portions of the Subscription Agreement describe specific terms and conditions expected to be set forth in the Fund’s Operating Agreement. The actual terms and conditions set forth in the Operating Agreement may vary materially from those described in the Subscription Agreement for a variety of reasons including negotiations between the Manager (subject to necessary approvals by the Members and the Fund’s body) and prospective Members prior to the Fund’s initial closing as well as formal amendments to the Operating Agreement following such closing. Moreover, the Operating Agreement will contain highly detailed terms and conditions, many of which are not described fully (or at all) in the Subscription Agreement. In all cases, the Fund’s Operating Agreement will supersede the Subscription Agreement. Prospective investors are urged to carefully review the Fund’s Operating Agreement, and must also be aware that, pursuant to the rules governing amendments set forth in the Operating Agreement, certain types of amendments to the Operating Agreement may be adopted with the consent of less than all Members.

***Independent Due Diligence by Each Investor Is Required.***

The summary contained in this Private Placement Memorandum does not purport to be a complete description and summary of all of the information concerning the Fund. It is intended only as a short highlight of the risks and conflicts of interests associated with the Fund to enable investors to more easily conduct their own review and due diligence investigation concerning the Fund. Proposed investors are urged to consult with their own business, economic, tax and legal advisors to make sure that this investment is suitable for them.

**ARTICLE III.**

**INSTRUCTIONS TO PROSPECTIVE INVESTORS**

1. As a prospective investor of the Fund you must review your qualifications with the Manager and provide the Manager with certain background information about yourself and your investment experience.
2. The Purchaser Questionnaire/Investor Profile must be completed, signed and delivered to the Manager to enable the Manager to evaluate each prospective investor’s suitability.

CAREFULLY READ AND EVALUATE THIS OFFERING AND ITS EXHIBITS, EACH IN THEIR ENTIRETY.

DIRECT ANY QUESTIONS OR REQUESTS FOR ADDITIONAL INFORMATION ABOUT THE OFFERING OR THE FUND TO THE MANAGER.

AFTER YOU HAVE CAREFULLY REVIEWED THE INFORMATION DESCRIBED ABOVE AND AFTER RECEIVING SATISFACTORY RESPONSES TO ANY QUESTIONS OR REQUESTS FOR ADDITIONAL INFORMATION, if you decide to subscribe to become a Member of the Fund, please carefully complete (by filling in all blanks) sign and date the Subscription Agreement and the Counterpart Signature Page to the Operating Agreement, AND ALSO wire transfer funds to the Fund in accordance with the wire transfer instructions that the Manager will provide to prospective investors, for the amount of the Capital Contributions that you intend to make to the Fund with respect to your Subscription Agreement for the Membership Interests.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Dmitry Vorontsov (ALVI Financial Group LLC)

By: Arctic Capital LLC as a Manager of the Fund

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

DESCRIPTION OF TARGET COMPANY

Indirect investment in Target Company (Relativity Space <https://www.relativityspace.com>) is available for accredited investors and qualified clients, non-residents and non-citizens of the United States.

Investment bears high risk of loss of Initial Contribution for the Members.

All the decisions the Member must make based on its own research of the Target Company.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT B**

OPERATING AGREEMENT

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT C**

MANAGEMENT AGREEMENT

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_