PRIVATE PLACEMENT MEMORANDUM

CLASS A MEMBER INTERESTS

US Nanotechnology Fund A, LLC

US Nanotechnology Fund A, LLC (the "**Company**") is a Delaware limited liability company that is a special purpose investment vehicle seeking to raise funds through the sale of Class A Member Interests in order to invest in, acquire, hold and/or sell securities of private and public entities ("**Portfolio Securities**"). The offering is limited to investors who are "accredited investors" (as defined in Rule 506(c) of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**").

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

GET Resources Group, LLC, a South Carolina limited liability company is the Managing Member (the "**Managing Member**"), whose intention is to pursue the Investment Objective.

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

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

GET Resources Group, LLC

January 27, 2023

GET Resources Holdings, LLC

Class A Member Interests

$100,000 Minimum Offering Amount
$50,000,000 Maximum Offering Amount

US Nanotechnology Fund A LLC (the "**Company**"), a newly formed Delaware limited liability company, is offering (the "**Offering**") only to "*accredited investors*" (as defined in Rule 506(c) of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**")) not less than 100 ($100,000) and not more than 50,000 ($50,000,000) of its Class A Member Interests (the "**Member Interests**" or the "**Securities**") at a price of $1,000 per Member Interest. The Company may accept subscriptions to purchase up to an additional 5,000 Member Interests for gross proceeds of up to $5,000,000 (the "**Over-Subscription Amount**"). The Member Interests are being offered on the terms and conditions set forth in this Private Placement Memorandum (the "**Memorandum**"), pursuant to which subscriptions from not more than 99 investors will be accepted.

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

AN INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN AFFORD TO SUSTAIN A LOSS OF THEIR ENTIRE INVESTMENT. SEE "RISK FACTORS" BEGINNING ON PAGE 6 OF THIS MEMORANDUM.

THERE WILL BE NO PUBLICLY-TRADED MARKET FOR THE SECURITIES. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT PURSUANT TO REGISTRATION UNDER OR EXEMPTION FROM THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS. AS A RESULT, INVESTORS WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.
NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

January 27, 2023

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Caption Page

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

NOTICES

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

THE OFFER TO INVEST IN THE SECURITIES AND THE SALE THEREOF HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES**

ACT"), OR ANY STATE SECURITIES ACT. THE SECURITIES ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH ACTS. THE SECURITIES ARE BEING OFFERED AND SOLD ONLY TO BONA FIDE RESIDENTS OF STATES IN WHICH SUCH EXEMPTION IS AVAILABLE, WHO CAN MEET CERTAIN REQUIREMENTS, INCLUDING NET WORTH AND INCOME REQUIREMENTS, AND WHO PURCHASE THE SECURITIES WITHOUT A VIEW TO DISTRIBUTION OR RESALE.

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

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

THIS OFFERING IS BEING MADE IN RELIANCE UPON THE AVAILABILITY OF AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF THE SECURITIES ACT BY VIRTUE OF THE INTENDED COMPLIANCE WITH THE PROVISIONS OF REGULATION D AND SECTION 4(2) OF THE SECURITIES ACT. ACCORDINGLY, AMONG OTHER THINGS, NO GENERAL OR PUBLIC SOLICITATION OR ADVERTISING SHALL BE EMPLOYED IN THE OFFERING OF THE SECURITIES. NO PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH THIS OFFERING TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM AND, IF GIVEN OR MADE, SUCH INFORMATION AND REPRESENTATIONS MUST NOT BE RELIED UPON IN MAKING AN INVESTMENT DECISION OR OTHERWISE; PROVIDED, HOWEVER, THAT NOTHING HEREIN CONTAINED TO THE CONTRARY SHALL LIMIT THE OPPORTUNITY OF ANY OFFEREE OR HIS OFFEREE REPRESENTATIVE, ACCOUNTANT OR ATTORNEY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM THE COMPANY CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING, OR TO OBTAIN ADDITIONAL INFORMATION NECESSARY TO VERIFY THE ACCURACY OR ADEQUACY OF ANY OF THE INFORMATION CONTAINED HEREIN OR IN ANY OTHER DOCUMENT REFERRED TO HEREIN. UNDER NO CIRCUMSTANCES SHALL THE DELIVERY OF THIS MEMORANDUM OR SALE MADE HEREUNDER CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE FACTS OR THE AFFAIRS OF THE COMPANY DESCRIBED HEREIN SINCE THE DATE HEREOF, OR THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS MEMORANDUM.

A PROSPECTIVE ACCREDITED INVESTOR, AS DEFINED IN RULE 506(c) OF REGULATION D, MUST REPRESENT IN HIS OR HER SUBSCRIPTION AGREEMENT (MADE A PART HEREOF AND ATTACHED HERETO AS EXHIBIT B) THAT HE OR SHE HAS: A NET WORTH, OR JOINT NET WORTH WITH HIS OR HER SPOUSE (EXCLUDING THE VALUE OF HIS OR HER PRIMARY RESIDENCE) OF AT LEAST $1 MILLION OR THAT HIS GROSS INCOME HAS EQUALED OR EXCEEDED $200,000 (OR $300,000 TOGETHER WITH THE INVESTOR'S SPOUSE) DURING EACH OF THE LAST TWO (2) YEARS AND IS EXPECTED TO DO SO FOR THE CURRENT YEAR. EACH PROSPECTIVE ACCREDITED INVESTOR WILL BE REQUIRED TO REPRESENT AND/OR DEMONSTRATE TO THE SATISFACTION OF THE COMPANY THAT: (1) HE HAS SUCH SOPHISTICATION, KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS

MATTERS THAT HE IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF THIS INVESTMENT AND (2) HE IS ABLE TO BEAR THE ECONOMIC RISKS OF THIS INVESTMENT, INCLUDING TOTAL LOSS.

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

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

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

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

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

NOTICE TO RESIDENTS OF ALL STATES

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

REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

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CONFIDENTIALITY

BY ACCEPTING DELIVERY OF THIS MEMORANDUM, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE INFORMATION CONTAINED HEREIN IS OF A CONFIDENTIAL NATURE AND IS NON-PUBLIC INFORMATION UNDER REGULATION FD OF THE SEC AND THAT THIS MEMORANDUM HAS BEEN FURNISHED TO YOU SOLELY FOR YOUR CONFIDENTIAL USE FOR THE PURPOSE OF ENABLING YOU TO CONSIDER AND EVALUATE AN INVESTMENT IN THE OFFERED SECURITIES. YOU AGREE THAT YOU WILL TREAT SUCH INFORMATION IN A CONFIDENTIAL MANNER, WILL NOT USE SUCH INFORMATION FOR ANY PURPOSE OTHER THAN EVALUATING AN INVESTMENT IN THE OFFERED SECURITIES, AND WILL NOT, DIRECTLY OR INDIRECTLY, DISCLOSE OR PERMIT YOUR AGENTS OR AFFILIATES TO DISCLOSE ANY OF SUCH INFORMATION WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE COMPANY. YOU ALSO AGREE TO MAKE YOUR REPRESENTATIVES AWARE OF THE TERMS OF THIS PARAGRAPH AND TO BE RESPONSIBLE (FINANCIALLY AND OTHERWISE) FOR ANY BREACH OF THIS AGREEMENT BY SUCH REPRESENTATIVES. LIKEWISE, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY, YOU AGREE THAT YOU WILL NOT, DIRECTLY OR INDIRECTLY, MAKE ANY STATEMENTS, ANY PUBLIC ANNOUNCEMENTS, OR ANY RELEASE TO ANY TRADE PUBLICATION OR TO THE PRESS WITH RESPECT TO THE SUBJECT MATTER OF THIS MEMORANDUM. IF YOU DECIDE NOT TO PURSUE FURTHER INVESTIGATION OF AN INVESTMENT IN THE SECURITIES OR TO NOT PARTICIPATE IN THE OFFERING, YOU AGREE TO PROMPTLY RETURN THIS MEMORANDUM AND ANY ACCOMPANYING DOCUMENTATION TO THE COMPANY.

FORWARD-LOOKING STATEMENTS

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

SUMMARY OF THE OFFERING

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

Issuer:	US Nanotechnology Fund A LLC (the "**Company**"), a newly formed Delaware limited liability company organized as a special purpose investment vehicle under the Delaware Limited Liability Company Act (the "**LLC Act**").

The Managing Member: GET Resources Group, LLC (the "**Managing Member**"), a South Carolina limited liability company organized for the purpose of managing the Company's investments, operations and activities. The Managing Member shall be a Managing Member of the Company.

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

- Management Fee: The management fee (the "**Management Fee**") shall not exceed 1.0% of the gross proceeds of the Offering and be not less than $40,000 per annum, should it be invoked.

- Performance Fee: The Performance Fee is only applicable when the Class A Member's share performance is 100% or greater than the initial investment less fees. When the fund performance is above the initial investment, the Fund will charge a Performance Fee of 20% of the profits. When the performance is below the initial investment less fees, the Fund will not charge a Performance Fee.

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

Following the Final Closing (as defined below) the Managing Member of the Company may choose to create a reserve sufficient for the payment of the Company's operating expenses and Management Fees for up to three (3) years. The Managing Member, in its sole discretion, may waive or reduce the Management Fee and/or the Performance Fee with respect to one or more Class A Members for any period of time.

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

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

The Securities: Class A Member Interests (the "**Class A Interests**"), which are being offered at $1,000 per Class A Interest and the Managing Member and the Placement Agent (as defined below) may determine to accept subscriptions for less than the Minimum Investment, in their mutual discretion.

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

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

Placement Agent: The Class A Interests are being offered through GET Resources Group LLC. acting as the Company's placement agent (the **"Placement Agent")**. The Placement Agent reserves the right to

use selected dealers who enter into selected dealer agreements with the Placement Agent to offer the Class A Interests.

The Company must receive and accept subscriptions for the Minimum Offering Amount in order to effectuate the first closing (the "**First Closing**"). After the First Closing, this Offering will continue on a "rolling admission" basis and the Managing Member may have one or more additional closings (each subsequent closing, a "**Closing**"). If the Company has not completed the First Closing on or prior to May 29, 2023, unless extended by the Managing Member until October 29, 2023 (the **"Offering Period"),** the Company will return all funds to the Investors without interest, deduction or setoff.

Prospective investors should note that affiliates of the Placement Agent are the principals and control persons of the Managing Member which may represent a conflict of interest between the Placement Agent as placement agent for the Offering and the Investors in the Offering. (See "Risk Factors—Conflicts of Interest" and "Conflicts of Interest").

In the course of its investment activities, the Company will incur transaction expenses including brokerage commissions. The Managing Member has complete discretion in deciding which brokers and dealers the Company will use and in negotiating rates of brokerage compensation. In addition to using brokers as agents and paying commissions, the Company may buy or sell Portfolio Securities directly from or to dealers acting as principal at prices that include markups or markdowns. Such transactions may be executed through the Placement Agent. If so, the Managing Member and the Placement Agent will negotiate commissions, markups or markdowns at rates comparable to those charged by other broker dealers for similar transactions.

Compensation of Placement Agent:

The Placement Agent has agreed to a maximum of fees for the services of (1) research and organization of the Offering, (2) activities to raise proceeds in the Offering, (3) the acquisition services of all Issuer stock to include a maximum agent mark-up service fee and (4) bidding services for additional issuer stock. The total maximum fees for the Agent fees shall not exceed five percent (5%) of the gross proceeds raised in the Offering (the "**Placement, Organization and Issuer Fees**"), also known as the Agent Fees (the "**Agent Fees**").

Offering Limitations:

The Company is limiting the nature and number of prospective

investors who may participate in the Offering. It will not accept subscriptions for Class A Interests from more than 99 prospective investors and then it will only accept subscriptions from offerees who are "accredited investors" as defined in Regulation D. **See "Investor Suitability Standards."** By adhering to these Offering Limitations, the Company will be exempt from registration as an "*investment company*" under the Investment Company Act of 1940, as amended (the "**Investment Company Act**").

In addition, the Company is limiting the number of Class A Interests that may be acquired by "*benefit plan investors*" to less than 25% of the outstanding total equity in the Company at any time to avoid having the underlying assets of the Company deemed to be "*plan assets*" under the Employee Retirement Income Security Act of 1974 ("**ERISA**").

Minimum Investor Purchase: $5,000 (5 Class A Interests) (the "**Minimum Investment**"). The Managing Member and the Placement Agent may accept subscriptions for less than the Minimum Investment in their mutual discretion; however, because the Company will not accept more than 99 subscriptions for Class A Interests, it is not their present intention to do so.

Size of Offering: Minimum Offering Amount: $100,000.
Maximum Offering Amount: $50,000,000.
Over-Subscription Amount: $5,000,000.

Use of Proceeds: All net proceeds of the Offering up to $25,000, after payment of the Agent Fees and other expenses of the Offering, will be used to (i) fund the acquisition of securities comprising the Investment Portfolio, and (ii) to reimburse the Managing Member for organization expenses.

Plan of Distribution: Subject to the Offering Limitations summarized above, the Offering is being made by the Company on a "reasonable efforts, $100,000 all-or-none" basis as to the Minimum Offering Amount and a "best efforts" basis thereafter up to the Maximum Offering Amount, if necessary, the Over-Subscription Amount solely to "accredited investors" as defined in Rule 506 of Regulation D promulgated under the Securities Act of 1933, as amended (the "**Securities Act**").

Investor funds will be deposited in a non-interest-bearing business banking account (the "**Bank Account**") via payment services provided by **Dwolla**, at **Beacon Community Bank** (the "**Banking Agents**") pending acceptance of subscription documentation and closing of the Offering in accordance with the

conditions of closing (the "**Closing Conditions**").

The Company must receive and accept subscriptions for the Minimum Offering Amount in order to effectuate the first closing (the "**First Closing**"). After the First Closing, this Offering will continue on a "rolling admission" basis and the Managing Member may have one or more additional closings (each subsequent closing, a "**Closing**") up to the Maximum Offering Amount, or if the Over-Subscription is exercised, up to the Over-Subscription Amount (the "**Final Closing**"). If the Company has not completed the First Closing on or prior to May 29, 2023, unless extended by the Managing Member until October 29, 2023 (the **"Offering Period"),** the Company will return all funds to the Investors without interest, deduction or setoff. The Managing Member and the Placement Agent reserve the right to accept or reject any subscription to purchase Class A Interests, in whole or in part, in either of their sole discretion.
In the event that subscriptions for the Offering are rejected or the Offering Period shall expire or be terminated, all funds held in the Bank Account will be promptly returned in full to subscribers, without deduction therefrom or interest thereon.

The Managing Member and the Placement Agent reserve the right to purchase and/or permit their respective employees, agents, officers, directors and affiliates to purchase Class A Interests in the Offering and all such purchases will be counted toward satisfaction of the Minimum Offering Amount.

RISK FACTORS

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

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

There can be no assurance that the Company will be successful in purchasing and/or selling Issuer Securities and/or other Portfolio Securities at advantageous prices or that any investment by the Company

in Issuer Securities or other Portfolio Securities will prove to be profitable. The Company is a newly formed entity with no performance record.

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

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

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

Concentration of Investment.

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

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

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

The competition for investment in Issuer is intense.

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

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

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

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

The Company intends to be taxed as a "partnership" for federal, state, local and foreign income tax purposes, as is the customary case for a limited liability company structure. If the IRS classifies the Company as a corporation rather than a partnership, distributions would be reduced under current tax law. It is our expectation that the Company will be taxed as a partnership and not as a corporation for federal income tax purposes. If the IRS successfully contends that the Company should be treated as a corporation for federal income tax purposes rather than as a partnership, then: (i) losses realized by the Company would not be passed through to you; (ii) the income of the Company would be taxed at tax rates applicable to corporations, thereby reducing the Company's cash available to distribute to you; and (iii) your distributions would be taxed as dividend income.

Limited Liquidity of Issuer Securities.

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

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

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

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

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

The Operating Agreement provides for the payment by the Company of fees and expenses of organizing the Company and the Offering and also the fees and expenses of the Manager, including, but not limited to Management Fees, which will reduce the amount of funds available to invest in Issuer Securities. There can be no assurance that the Company will be able to earn sufficient income to offset these charges. The Offering also calls for a potential profit-sharing which should in no way be construed by investors to imply that there will be any profits.

Pursuant to the Operating Agreement, the Company is obligated to pay to the Manager certain fees and expenses, including the costs and expenses associated with organization of the Company, the Management Fee. The Company will also be obligated to pay out of the gross proceeds of the Offering the fees and expenses of the Offering, including the Agent's Fee. Such fees and expenses will be out of the proceeds of the Offering and accordingly, such funds will not be available to purchase Issuer Securities. There can be no assurance that the Company will be able to earn sufficient income to offset these charges. The Manager has broad discretion in allocating costs among Class A Interests and the exercise of such discretion may have a disparate effect on the investment performance of Class A Interests. The Manager intends to create a reserve sufficient to cover the Company's operating expenses and Management Fees for a period of up to three (3) years. As a result of the foregoing, Investors will not be able to recoup any of their investment in the Company until such time as the Company has generated income in excess of such fees and expenses. The Manager is also eligible as incentive to participate in potential net profits, subject to certain conditions including the full repayment of all investor funds plus a twenty-percent profit, that may or may not result from investing in, managing and holding the Issuer Securities. There can be no assurance that there will be any profits from the investment contemplated herein or that the Manager will have the incentive to actively develop a profit through the management of the Issuer Securities.

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

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

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

Certain inherent conflicts of interest arise from the activities of the Managing Member in that the Managing Member will manage the Company and the Managing Member and related parties to the Managing Member may manage other private investment companies, and accounts and/or provide investment advisory services to clients, each of which may seek to purchase and sell Issuer Securities. The principals of the Managing Member are also employees and/or affiliates of the Placement Agent and may engage in other activities and allocate their time, services and functions between various existing enterprises and future enterprises. This could detract from the time and attention necessary to operate the Managing Member and the Company.

Transactions with Placement Agent

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

No Independent Experts Representing Investors.

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

Limitation on Liability; Indemnification.

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

Potential Liability to Return Prior Distributions.

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

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

The Operating Agreement contains restrictions on the Members' rights to withdraw capital from their capital accounts. Capital contributions to the Company are subject to a three (3) year lock-up period during which Members will not be permitted to withdraw capital without the prior consent of the

Manager, which consent may be withheld for any reason or no reason in the Manager's sole discretion. Thereafter, Members may withdraw capital without the consent of the Manager, but such withdrawals may only be made as of the end of the year and provided at least 120 days prior written notice has been provided to the Manager. Therefore, prospective Investors who require liquidity in their investments should not invest in the Class A Interests.

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

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

The Manager has the right to place limitations on Withdrawals.

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

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

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

State and Federal Securities Laws.

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

No assurance can be given that this Offering currently qualifies or will continue to qualify under one or more of such exemption provisions due to, among other things, the adequacy of disclosure and the manner of distribution, the existence of similar offerings in the past or in the future, or a change of any securities law or regulation that has retroactive effect. If, and to the extent that, claims or suits for rescission are brought and successfully concluded for failure to register this Offering or other offerings or for acts or omissions constituting offenses under the Securities Act, the Securities Exchange Act of 1934,

as amended (the "**Exchange Act**") or applicable state securities laws, the Company could be materially and adversely affected, jeopardizing its ability to operate successfully. Furthermore, the human and capital resources of the Company and the Manager could be adversely affected by the need to defend actions under these laws, even if the Company is ultimately successful in its defense. Moreover, the Company is not registered under the Investment Company Act pursuant to an exemption therefrom. Accordingly, failure to maintain the Company's exempt status could result in consequences to the Company and Members similar to a failure to maintain the exempt status of the Offering under the Securities Act and/or state securities laws.

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

Hedging

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

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

THE OFFERING

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

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

Terms of the Offering

Class A Interests are being offered to qualified Investors at a price of $1,000 per Class A Interests at a minimum of five (5) Class A Interests (the "**Minimum Investment**"), though the Managing Member and the Placement Agent may in their mutual discretion accept subscriptions for less than the Minimum Investment. The Company is Offering a minimum of 100 Class A Interests for gross proceeds of $100,000 (the "**Minimum Offering Amount**") and a maximum of 50,000 Class A Interests for gross proceeds of $50,000,000 (the "**Maximum Offering Amount**") of Class A Interests on a "*reasonable efforts all-or-none*" basis as to the Minimum Offering Amount and a "*best efforts*" basis thereafter up to the Maximum Offering Amount. The Company and the Placement Agent may, in their mutual discretion, offer an additional 5,000 Class A Interests for gross proceeds of $5,000,000 to cover over-subscriptions (the "**Over-Subscription Amount**").

The Class A Interests are being offered through GET Resources Group. acting as the Company's placement agent (the **"Placement Agent")**. The Placement Agent has reserved the right to use selected dealers who have entered into selected dealer agreements with the Placement Agent to offer the Class A Interests. The Company must receive and accept subscriptions for the Minimum Offering Amount in order to effectuate the first closing (the "**First Closing**"). After the First Closing, this Offering will continue on a "rolling admission" basis and the Managing Member may have one or more additional closings (each subsequent closing, a "**Closing**") up to the Maximum Offering Amount (plus any additional Class A Interests sold up to the Over-Subscription Amount)(the "**Final Closing**"). If the Company has not completed the First Closing on or prior to May 29, 2023, unless extended by the Managing Member until October 29, 2023 (the **"Offering Period"),** the Company will return all funds to the Investors without interest, deduction or setoff. The Managing Member may terminate this Offering at any time without prior notice. Upon termination of this Offering, all

subscriptions received for Class A Interests will be canceled and all funds held by the Banking Agent will be returned to Investors without interest, penalty or offset.

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

Prior to a Closing, through payment services provided by **Dwolla**, all subscription funds may be held in a non-interest bearing banking account maintained by the Company via payment services provided by **Dwolla** and **Beacon Community Bank** as banking agents (the "**Banking Agents**"), until the earlier of the closing at which such subscription is accepted by the Company, the rejection of the subscription or the termination of this Offering. Subscription funds will be held by the Banking Agents pursuant to the terms of a business banking agreement between the Company and the Banking Agents. The Banking Agent will not accept or reject any subscriptions or review the adequacy of documents delivered by prospective Investors.

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

Placement Agent

The Company has engaged the Placement Agent, to act as its placement agent for the sale of Class A Interests.. The Placement Agent will receive Fees up to five percent (5%) (the "**Placement Fees**") of the gross proceeds raised in the Offering, provided, however, the Placement Agent reserves the right, in its sole discretion, to reduce the Placement Fee in certain limited circumstances. In addition, the Placement Agent shall also receive from the Company an amount not to exceed $25,000 to cover other expenses of the Offering (the "**Offering Expenses**"). The Placement Agent plans to enter agreements with other parties to serve as Sub-Agents for this offering and intends to share its Placement Fees with Sub-Agents.

The Placement Agent is a related party to the Company and the Managing Member. The Company believes that none of the Placement Agent, the Company or the Managing Member is a related party to any Issuer. At each closing of the Offering, the Placement Agent will receive the Expense Allowance, the Selling Commission (collectively, the "**Agent's Fee**") in connection with the amount subscribed for in such Closing. The Company may contract with the Placement Agent for other investment banking and related services (which may include locating purchasers for Issuer Securities held by the Company) for which the Placement Agent would be compensated at rates no less advantageous to the Company than those that would be generally available from unrelated third parties.

Purchases of Class A Interests in the Offering may be made by the Placement Agent and its officers, directors, employees and related parties or by officers, directors, employees and related parties of the Company; *provided, however,* none of the Placement Agent, or any of its officers, directors, employees and related parties, or officers, directors, employees and related parties of the Company have any obligation to purchase any of the Class A Interests.

Management Fees

Following the Closing, the Company shall pay to the Managing Member a Management Fee which shall equal no more than one percent 1% of the gross proceeds of the Offering and not less than $40,000 per year. In addition, the Company shall pay to the Placement Agent the Offering Expenses. Such Management Fee and Offering Expenses will be allocated among the Class A Interests by the Managing Member in its discretion. Amounts so expended will not be available for the purchase of Issuer Securities.

Use of Net Proceeds

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

Organizational Expenses

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

THE COMPANY AND THE MEMBER INTERESTS

The Company

The Company is a newly formed Delaware limited liability company that is a special purpose investment vehicle seeking to raise funds through the sale of Class A Interests in order to invest in, acquire, hold and/or sell Portfolio Securities. The Company will be managed by the Managing Member and certain administrative services will be provided to the Company by the Managing Member. Upon acceptance of their subscription documents and subscription funds by the Managing Member, Investors will acquire Class A Interests and be admitted as Class A Members of the Company ("**Class A Members**") but will not participate in the management of the Company. The Investment Objective of the Company is to make investments in Issuer Securities and other Portfolio Securities, and to maximize the value of such investments. However, there can be no assurance given that the Company will be able to make such investments at advantageous prices, if at all. The Managing Member intends to invest the Company's available funds in Issuer Securities, provided, however, the Managing Member may determine to invest up 25% of the Company's available funds in other

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

Company Purchases of Issuer Securities

The Company will attempt to gain access to Issuer Securities, financial intermediaries with Issuer Securities, and other entities that have invested in Issuer Securities. Purchases of Issuer Securities will be conducted from time to time at the discretion of the Managing Member depending on, among other things, the prices at which such Issuer Securities are being offered and the valuation of the restricted Issuer Securities at such time.

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

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

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

> *Acquisitions of Issuer Securities and other Portfolio Securities will be made at prices negotiated in arms length transactions. The Managing Member does not intend to base acquisition decisions on any particular pricing formula. There can be no assurance that after making an acquisition, the Managing Member will be able to sell such securities at prices greater than or equal to the acquisition price. Notwithstanding the Managing Member's judgment to acquire Issuer Securities and/or other Portfolio Securities at the then available price, there can be no assurance that this judgment will prove to be accurate.*

Restricted Stock Agreements and Lockup

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

The Class A Interests

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

Capital Accounts

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

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

Distributions

The Manager may, in its discretion, make distributions of cash, Issuer Securities or other Company assets to the Members. To the extent that such distributions of profits are made to Members, they will be paid, after the Manager sets aside appropriate reserves to pay the expenses of the Company, (i) first, 100% to the Class A Members in accordance with their Member Percentages until such Class A Members have received cumulative distributions in an amount equal to each such Class A Member's Capital Contributions; and second (ii) thereafter, 80% to the Class A Members in accordance with their Member Percentages and 20% to the Manager, as the Class B Member.

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

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

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

Limited Liquidity of Investments

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

THE MANAGING MEMBER

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

Naif Hajjar is the managing member (the "**Principal**") of the Managing Member.

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

Naif Hajjar has over 14 years of experience in the financial industry. He has advised for a wide range of investment services at multi-billion dollar brokerage firms as well as disruptive clean energy companies. During his tenure on Wall Street, his responsibilities have ranged from bringing public companies to their strategic bankers, providing trading and syndicate offerings to funds and institutions, as well as support and account services for corporations across all major exchanges. Success with multiple clients allowed him multiple invitations to ring the bell at the Nasdaq Capital Markets in 2013 and attending the opening bell

ceremony in 2014. Naif is involved in design patents for ultra-high efficiency green energy technologies, blueprinting a renewable oasis, and utility patents in antimicrobial consumer applications, as well as served as an advisor for governments in Africa, India, and intra-state USA.

Outside Activities of the Managing Member and the Principal

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

The Operating Agreement for the Managing Member provides that in the event of the death or disability of Mr. Hajjar, the Placement Agent shall appoint a successor to be the managing member of the Managing Member.

SUMMARY OF THE OPERATING AGREEMENT

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

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

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

Term. The Company was organized January 27, 2023 and will continue into perpetuity unless terminated earlier at the sole discretion of the Managing Member, subject to certain additional early termination events as more fully set forth in the Operating Agreement.

Capital Contributions. Each Member participating in this Offering will be obligated to make a capital contribution of at least $5,000, but the Managing Member and Placement Agent may waive this minimum for any Investor. After the Company commences operations, no Member will be required to make any additional capital contributions to the Company; *provided,* that in the sole discretion of the Managing Member each Member will be permitted to make an additional Capital Contribution in the event that the Company desires to make an additional investment in Portfolio Securities.

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

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

Management Fees. The Company may elect to pay to the Managing Member a Management Fee equal to no more than one percent (1%) of the gross proceeds of the Offering per year but not less than $40,000 per year. Such Management Fee will be allocated among the Class A Interests by the Managing Member in its discretion. Amounts so expended will not be available for the purchase of Issuer Securities.

Distributions. The Manager, in its sole discretion, shall have the right, but not the obligation, to distribute to the Members available cash, Portfolio Securities or other Company property. Any distributions, to the extent made, will be made in the following proportions and priorities, after the Manager sets aside appropriate reserves to pay the Fees and other costs of operating the Company: (i) first, 100% to the Class A Members in accordance with their Member Percentages until such Class A Members have received cumulative distributions in an amount equal to each such Class A Member's Capital Contributions; second (ii) thereafter, 80% to the Class A Members in accordance with their Member Percentages and 20% (the "**Performance Fee**") to the Manager, as the Class B Member. The Manager may distribute any Performance Fees that it receives from the Company to the Placement Agent and certain of its associated persons in its sole discretion.

Tax Distributions. The Company may, unless restricted or prohibited by the LLC Act and/or any agreement with any lender or other investor, make, at least annually, distributions to those Members to whom allocations of profits have been made by the Company in an amount that is deemed by the Managing Member sufficient to pay the combined estimated federal and state income tax liability of such Members resulting solely from inclusion of the operating results of the Company on the personal tax returns of such Members using an assumed combined state and federal income tax rate of forty-five percent (45%). The Managing Member will not be required to consider the personal circumstances of the Members in making a determination of the estimated combined federal and state income tax liability of the Members, and shall make an assumption as to the "tax bracket" applicable to the Members as a group as provided. The amount of any distribution made to a Member to satisfy such tax obligations will be deducted from any current or future distributions that would otherwise be made to such Member.

Withdrawals of Capital. During the three (3) year period (the "**Lock-Up Period**") following the date of acquisition of Class A Interests, no Member will have the right to withdraw all or any partial amount of his or its Capital Account (either in cash or in the form of Portfolio Securities), without the prior consent of the Managing Member, which consent may be withheld for any reason. If a Member purchases Class A Interests on multiple dates, or makes additional Capital Contributions, each additional purchase of Class A Interest or additional Capital Contribution shall be subject to a separate Lock-Up Period commencing on the date of such acquisition or additional Capital Contribution. Withdrawals will be deemed made from the Class A Interest or

additional Capital Contributions made on the earliest date. After the expiration of the Lock-Up Period with regard to any such capital, Members may withdraw capital as of the last day of any year (each such date shall be referred to herein as a "**Withdrawal Date**") upon at least one hundred twenty (120) days prior written notice to the Managing Member, and at such other times as the Managing Member may determine in its sole discretion. Unless the Managing Member consents in writing, partial withdrawals of capital may not be made if they would reduce a Member's Capital Account balance below $25,000. All withdrawals shall be deemed made prior to the commencement of the following year. A withdrawal prior to the end of the applicable Lock-Up Period may be made only with the prior written consent of the Managing Manager upon terms and conditions as the Managing Member may determine.

Subject to the Managing Member's right to suspend withdrawal payments in its sole discretion, Members withdrawal capital will be paid 80% of the amount withdrawn (the "**Withdrawal Amount**") within 60 days after the Withdrawal Date and the balance of the Withdrawal Amount will be paid within 90 days after the completion of the December 31 audited financial statements for the fiscal year in which the withdrawal occurs; provided, however, that the total amount paid to a withdrawing Member withdrawing all of its Capital Account shall be equal to the amount of the Capital Account as of the effective Withdrawal Date, as shown by such financial statements (and the Company shall accordingly pay, and the Member shall accordingly return, promptly any prior under or excessive payment). Payments of Withdrawal Amounts may be made in cash or in kind or in any combination thereof in the sole discretion of the Managing Member.

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

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

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

Limitation on Liability; Indemnification. The Operating Agreement contains limitations on the liability of the Managing Member and its affiliates for any action taken, or any failure to act, on behalf of the Company unless there shall be a judgment or other final adjudication adverse to such Managing Member and/or its affiliates establishing that: (a) the Managing Member's or its affiliates acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law; or (b) the Managing Member or its affiliates personally gained in fact a financial profit or other advantage to which such Managing Member or affiliate was

not legally entitled. The Operating Agreement also provides for indemnification of the Managing Member and its affiliates and advance of expenses for any losses for which the Managing Member or its affiliates is absolved from liability under the terms of the Operating Agreement. Such indemnification payments may be made out of the assets of the Company.

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

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

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

CONFLICTS OF INTEREST

The Managing Member, the Placement Agent, the Principal and their respective affiliates may engage for their own account and/or for the account of others, including other investors, in all aspects of the investment business, including, without limitation, making investments outside the Company in the same or other securities (on the same or different terms from those offered to the Company), establishing other investment funds, or the management of investments. The Managing Member, the Placement Agent, the Principal and/or their respective affiliates may begin or continue such activities, individually, jointly with others, or as owners

or managers of any person, regarding the same types of investments in which the Company may likewise be investing; may deal with the Company as counterparties or through any other person in which they may be interested; may sell securities to or buy securities from the Company; may participate in other investment funds, as investors or otherwise; and shall not be required to permit the Company or the Members to participate in any other funds or investments in which the Managing Member, the Placement Agent or any of their respective affiliates may be interested or share in any profits or other benefits therefrom. Therefore, situations may arise in which the interests of the Managing Member, the Placement Agent, the Principal and/or their respective affiliates conflict with the interests of the Company and/or its Members.

The Principal is the Chief Executive Officer of the Placement Agent and is also the Managing Member of GET Resources Group, LLC, the Company's Managing Member. Accordingly, each of the Company and the Managing Member may be deemed to be affiliates of the Placement Agent. Such relationships between the Managing Member, the Company and the Placement Agent create a conflict of interest between the Placement Agent and its affiliates on one hand and the Investors in this Offering on the other hand. The Placement Agent may effect transactions in Portfolio Securities, either for its own account or for its customers. Conflicts of interest may arise as to, among other things, the order in which the Managing Member's affiliates and the Company proceed to acquire and/or dispose of Issuer Securities. The Managing Member and related parties will seek to resolve these conflicts in as equitable a manner as possible under the prevailing facts and circumstances, but there is no assurance that any such conflicts will be resolved in a manner advantageous to the Company. The Managing Member and its principals will devote to the Company as much time as the Managing Member, acting reasonably, deems necessary and appropriate to manage the business of the Company.

In the course of its investment activities, the Company will incur transaction expenses including brokerage commissions. The Managing Member has complete discretion in deciding which brokers and dealers the Company will use and in negotiating rates of brokerage compensation. In addition to using brokers as agents and paying commissions, the Company may buy or sell Portfolio Securities directly from or to dealers acting as principal at prices that include markups or markdowns. Such transactions may be executed through the Placement Agent. If so, the Managing Member and the Placement Agent will negotiate commissions, markups or markdowns at rates comparable to those charged by other broker dealers for similar transactions.

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

RESTRICTIONS ON TRANSFERABILITY

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

In addition to the restrictions on transfer of the Class A Interests provided for under the Operating Agreement,

the Company will restrict the sale or assignment of the Class A Interests by:

- Placing a legend on all certificates evidencing the Class A Interests stating that the Company has not registered the Class A Interests evidenced by such certificate under the Class A Interests Act or applicable state and foreign securities laws and that you may not sell, transfer, assign or pledge the Class A Interests without registration or an available exemption there from or upon receipt of an opinion of counsel or other evidence acceptable to us to the effect that such sale, transfer, or assignment is exempt from registration;
- Referring to the above-described restrictions on transferability of the Class A Interests in the Company's records to aid in the prevention of transfer of record without compliance with the foregoing restrictions;
- Requiring you to represent in writing that you will not sell or assign the Class A Interests without registration under the Securities Act and any applicable state or foreign securities laws covering such sale or appropriate exemptions therefrom; and
- Requiring you to obtain the written approval of a transfer from the Managing Member of the Company.

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

INVESTOR SUITABILITY STANDARDS

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

The purchase of Class A Interests is suitable only for investors who have no need for liquidity in their investment and who have adequate means of providing for their current needs and contingencies, *even if their investment in the Class A Interests results in a total loss*. An investor must acquire the Class A Interests for his, her or its own account and not for the account of others, for investment purposes only, and not with a view to, or for, resale, distribution, syndication or fractionalization thereof. Class A Interests will be sold only to prospective investors that are "accredited investors" under Rule 506(c) of Regulation D promulgated under the Securities Act. "Accredited investors" are those investors that make certain written representations that evidence the fact that the investor comes within one of the following categories:

1. Any bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity; any broker-dealer registered pursuant to Section 15 of the Exchange Act, any insurance company as defined in Section 2(13) of the Securities Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 201(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess

of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

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

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

4. Any director or executive officer of the Company;

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

6. Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $250,000 in each of those years and has a reasonable expectation of reaching that same income level in the current year;

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

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

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

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

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

SUBSCRIPTION PROCEDURES

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

immediately prior to such purchase, such prospective investor satisfies the eligibility requirements set forth in this Private Placement Memorandum. See "*Investor Suitability Standards*."

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

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

To subscribe for Class A Interests, each prospective investor must complete the investment process via; (1) the Placement Agent's portal at via www.thisisget.com , or (2) executing the documents included in the subscription booklet via email at support@thisisget.com, and sending a wire transfer or equivalent fund transfer system (i.e Plaid, Dwolla) payable to the Banking Agent for "US Nanotechnology Fund A, LLC*"* for the amount of the Class A Interests being subscribed for. Payment instructions for prospective investors are set forth in the Subscription Booklet.

Banking Account

All funds received on account of the subscription for the Class A Interests will be placed in a non-interest bearing business banking account entitled: **"Beacon Community Bank",** as Banking Agent for US Nanotechnology Fund A" (the "**Banking Agent**"). The Banking Agent will hold all of the proceeds for the subscription for Class A Interests until the Company delivers a notice to the Banking Agent that it has received acceptable subscriptions for the Class A Interests in an amount equal to or greater than the Minimum Offering Amount and all other closing conditions have been met. Upon receipt of such notice, the Banking Agent will release the subscription funds in the Banking Account to the Company, the Placement Agent and any other parties the Company and the Placement Agent may so direct.
If subscriptions are rejected, all subscription funds received from the sale of Securities will be returned by the Banking Agent to prospective investors, without interest thereon, as soon as practicable thereafter.

Appendix B - Rights of Shareholders by Membership Interest Class

Class A Membership Interests: See section 7.2 of this document.

Class B Membership Interests: Voting interests wholly-owned by the Manager.

Class C Membership Interests: Non-voting interests in which accrued Fees associated with the Company offering are delivered. Per the Company Private Placement Memorandum, such fees that fall under this definition are named “Performance Fee”. At the discretion of the Manager, additional Fees may be distributed to Class C Membership Interests for marketing compensation associated with the Offering. Class C Membership Interests do not include “Management Fees” which are paid to the Manager directly.

NOTE: *Further information and the details of the fee structure for the offering are found in the PPM under the heading titled “Summary of the Offering” in the section(s) “Fees, Compensation, and Expenses” and “ Placement Agent”.*