**DATED** **April 21st, 2022** MEMORANDUM NO. _____

# Confidential Private Placement Memorandum

# Jupiter Logix Qualified Opportunity Fund I, LLC

**This Confidential Private Placement Memorandum is confidential and private. Jupiter Logix Qualified Opportunity Fund I, LLC (herein referred to as the "Company") has not conducted any independent investigation, verification or audit of any information contained in this Offering Circular. The Company makes no representations or warranties, express or implied, regarding the accuracy or completeness of the information contained herein. "Management" herein refers to the officers and directors of the Company as individuals and as a group.**

**By accepting this Confidential Private Placement Memorandum ("Memorandum"), the prospective investor agrees, and acknowledges that he, she or it has notified the party delivering the Memorandum to the prospectiveinvestor that the prospective investor agrees that he, she or it will keep all of the information set forth in the Memorandum, including the exhibits to the Memorandum, confidential and not copy or disclose such information.**

**The date of this Confidential Private Placement Memorandumis April 21st, 2022.**

**We intend to qualify as a qualified opportunity fund, though there is no guarantee that we will so qualify or that any investor would be able to realize any particular tax results by making an investment in us. Our ability to be treated as a qualified opportunity fund is subject to considerable uncertainty.**

**The qualified opportunity zone rules were recently enacted, and there are no implementing regulations and only limited Internal Revenue Service guidance has been provided.**

**It is possible that we may fail to meet the requirements to be treated as a qualified opportunity fund, and there can be no guarantee that any investor will realize any tax advantages of investing in a qualified opportunity fund as a result of an investment in us.**

# Confidential Private Placement Memorandum

# Jupiter Logix Qualified Opportunity Fund I, LLC

## Minimum: $ 25,000

## Maximum: $ 7,500,000

A minimum of 25,000 and up to 7,500,000 Units of Membership Interests
$1 per Series A Unit

Jupiter Logix Qualified Opportunity Fund I, LLC ("we", the "Fund" or the "Company") is offering a minimum of $25,000 and up to $7,500,000 worth of Series A Units of Membership Interests of the Company (collectively, the "Units"). The offering price of the Units is $1 per Unit. There is no minimum amount that must be raised before the Company may begin accepting subscriptions for the Units and using the proceeds. See the *Summary of the Offering* for a full description of the Series A Units. 1 Series B Unit was awarded to the Managing Managers *(as defined below)* in consideration of their efforts.

The Units are being offered to and may be purchased only by "accredited investors," as that term is defined in Rule 501 under the Securities Act of 1933, as amended (the "1933 Act"). A minimum subscription of $25,000 from each investor is required, unless waived by the Company in its sole discretion. The offering price of the Units was arbitrarily determined by the Company and is not related to the Company's operating results, assets, independent appraisals, net worth or other financial statement criteria of value. Prior to this offering, there has been no market for the Company's securities, and it is unlikely that such a market will develop in the foreseeable future.

The Company is a newly organized limited liability company formed under the laws of the State of Arizona on September 15, 2021. It was formed to invest in sustainable infrastructure, alternative energy projects, and businesses located in Qualified Opportunity Zones. ("Opportunity Zones"), as designated by the 2017 H.R. 1, known as the Tax Cuts and Jobs Act (the "TCJA") and to carry out the strategic plan of operation of the Company as an opportunity fund ("Opportunity Fund") as further described herein.

**THE SECURITIES OFFERED HEREBY ARE HIGHLY SPECULATIVE, ILLIQUID, INVOLVE A HIGH DEGREE OF RISK AND SHOULD BE PURCHASED ONLY IF INVESTORS CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT.**

**IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES ARE OFFERED PURSUANT TO CLAIMED EXEMPTIONS FROM REGISTRATION UNDER THE 1933 ACT AND APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

**THESE SECURITIES WILL BE "RESTRICTED SECURITIES" UNDER THE 1933 ACT, MUST BE HELD FOR INVESTMENT PURPOSES ONLY AND ARE SUBJECT TO SUBSTANTIAL LIMITATIONS ON RESALE OR OTHER TRANSFER. INVESTORS MUST PURCHASE THE UNITS FOR THEIR OWN ACCOUNT AND MUST ASSUME THE ECONOMIC RISK OF INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.**

| | Price to Investors | Selling Commission andExpenses [4] | Proceeds to Company [5][6] |
|---|---|---|---|
| Price Per Unit | $1.00[1] | $0.01 | $0.99 |
| Total Offering | $7,500,000.00[2][3] | $75,000.00 | $7,425,000.00 |

(See footnotes on next page)

**The date of this Confidential Private Placement Memorandum is April 21st, 2022.**

(1) We reserve the right to abandon, withdraw, cancel or modify the offering at any time in our sole discretion. We have the right to accept or reject subscriptions, in whole or in part, in our sole discretion.

(2) Prior to this offering, Jupiter Logix, Inc. ("Managing Member" or "Manager") purchased 1 Unit in the Company.

(3) We reserve the right to offer up to 3,000,000 additional Units in the event of oversubscription. Unless indicated otherwise, this Confidential Private Placement Memorandum assumes that the right to increase the offering will not be exercised. If we do exercise such right, some of the information in this Confidential Private Placement Memorandum will be different.

(4) Our Managers and executive officers may sell the Units on our behalf, and they will not receive any selling commission or other special compensation for selling the Units. However, we reserve up to 2% of the offering amount to cover selling expenses. After deducting expenses payable in connection with the offering and the organization of the Company and affiliates, estimated to be approximately $40,000.

(6) The offering will terminate 120 days from the date of this Memorandum, unless extended by us in our sole discretion up to 120 additional days. If the Company does not accept a subscription on or before the expiration of 120 days from the date of this Memorandum, subject to our right to extend such date by up to 120 days, any unaccepted, original subscription will be returned unaccepted, and the funds will be returned without interest or deduction. There is no minimum amount of Units that must be sold before we can accept subscriptions and begin using proceeds from investors.

This Memorandum is provided on a confidential basis and distributed to a limited number of prospective accredited investors for their confidential use in evaluating an investment in the Units.

In forming an investment decision, investors should make such investigations as they deem necessary to arrive at an independent evaluation and should consult their own legal counsel and financial, accounting, regulatory, and tax advisors to determine the consequences of such an investment. Investors should not construe the contents of this Memorandum as legal, tax or investment advice. No one has been authorized to make any representations or give any information not contained or referred to herein. Only those representations set forth in this Memorandum may be relied upon in connection with the offering.

This Memorandum does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the securities to which it relates. This Memorandum does not constitute an offer to anyone in any jurisdiction in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation. All information contained herein is as of the date of this Memorandum, and neither the delivery of this Memorandum nor any sales made hereunder shall, under any circumstances, imply that there has been no change in the Company's affairs since such date.

YOU ARE URGED TO SEEK INDEPENDENT ADVICE FROM YOUR LEGAL AND FINANCIAL ADVISORS RELATING TO THE SUITABILITY OF AN INVESTMENT IN OUR COMPANY AND OUR SECURITIES, IN LIGHT OF YOUR OVERALL FINANCIAL NEEDS AND WITH RESPECT TO THE LEGAL AND TAX IMPLICATIONS OF SUCH AN INVESTMENT.

**JUPITER LOGIX QUALIFIED OPPORTUNITY FUND I, LLC**

**CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM**

**TABLE OF CONTENTS**

**Page**

## PREFACE

This Memorandum constitutes an offer only to the offerees who have received the Memorandum directly from the Company. This Memorandum shall not constitute an offer to any person to whom such offer would be unlawful. The Company retainsthe right, in its sole discretion, to reject any subscription, in whole or in part, for any reason.

Investors should read this Memorandum in its entirety before making a decision to purchase any Units. By receiving the Memorandum, investors agree that they will:

- Not use the Memorandum for any other purpose other than to assist them in the evaluation of an investment in the Units.

- Not make copies of any part of this Memorandum or give a copy of it to any other person, other than the investor's legal counsel and financial, accounting, regulatory and tax advisors;

- Not disclose any information in this Memorandum to any other person, other than the investor's legal counsel and financial, accounting, regulatory and tax advisors; and

- Return the Memorandum and all enclosed documents to the Company if they decide not to purchase any of the Units.

Investors are invited to review any materials available to the Company relating to the Company and this offering. The Company will answer all reasonable inquiries from prospective investors relating thereto. The Company will afford prospective investors the opportunity to obtain any additional information necessary to verify the accuracy of any representations or information set forth in this Memorandum to the extent that the Company possesses such information or can acquire it without unreasonable effort or expense. Such review is limited only by the confidentiality of personal information relating to other investors. Investors will be asked to acknowledge in the Subscription Agreement attached as Exhibit A that they were given the opportunity to obtain such additional information and that they either did so or elected to waive such opportunity.

By investing in the Company, investors will be deemed to have acknowledged that:

- They have reviewed this Memorandum including all exhibits to the Memorandum; and

- They have had an opportunity to request from the Company any additional information that they desire from the Company.

This Memorandum does not purport to be all inclusive or to contain all the information that an investor may desire in investigating the Company and the terms of this offering, including the merits and risks involved in making an investment decision with respect to the Company. See "RISK FACTORS" below for a discussion of certain factors that should be considered in connection with an investment in the Company, including the lack of liquidity of the Units, long-term nature of the investment and restrictions on transfer and resale of the Units.

This offering does not constitute a public offer to sell or an offer to buy the securities described herein. The Company is relying on an exemption from registration of the Units with the Securities and Exchange Commission set forth under Rule 506(c) of Regulation

D. Under Rule 506(c), the Company may engage in general solicitation or general advertising in offering and selling the securities, provided that (i) all purchasers of the securities are accredited investors; and (ii) the Company takes reasonable steps to verify that such purchasers are accredited investors. You will be required to provide documents and information necessary to verify that you are an "accredited investor" pursuant to Regulation D. In that regard, we may request that each prospective investor provide certain additional information about his, her, or its income, assets, and liabilities to a third-party administration service. This service may contact you directly via e-mail to complete the verification process. This verification may require a declaration from each investor or the investor's approved advisor (e.g., broker-dealer, registered investment advisor, attorney, or CPA) to substantiate certain information. We reserve the right to make our own judgment on whether any prospective investor meets the suitability standards. Prospective investors will be required to make certain other representations and warranties in the Subscription Agreement.

The Company and its representatives disclaim any and all liability for representations or warranties, expressed or implied, contained in (or omitted from) any written or oral communication transmitted or made available to the recipient hereof, other than this Memorandum and any exhibits, supplements or amendments hereto.

This Memorandum is subject to revision and may be supplemented and/or replaced by a revised offering memorandum which will be sent to prospective investors and which in turn may be revised prior to closing. Any investment in the Company will be solely on the basis of the Company's final offering memorandum, as supplemented.

The Units have not been registered under the 1933 Act or applicable state securities laws, may not be transferred unless the Units are subsequently registered under the 1933 Act or applicable state securities laws or unless the transfer is exempt from the registration requirements of the 1933 Act and applicable state securities laws.

## FORWARD-LOOKING S T A T E M E N T S

Any statements in this Memorandum and any exhibits, supplements or amendments hereto that are not historical facts are forward-looking statements. Words such as "expect," "believe," "intend," "estimate," "project," "may," and similar expressions identify forward-looking statements. These forward-looking statements are predicated on beliefs and assumptions based on information known as of the date of this Memorandum, are not guarantees of future performance and do not purport to speak as of any other date. Forward-looking statements may include descriptions of the Company's plans and objectives for future operations and forecasts of its revenue, earnings or other measures of economic performance (including statements of profitability). They involve assumptions and are subject to substantial risks and uncertainties, such as changes in plans, objectives, expectations and intentions. Should one or more of these risks materialize or should underlying beliefs or assumptions prove incorrect, actual results could differ materially from those discussed and the Company may not meet its objectives.

Information contained in this Memorandum, including forward-looking statements, speak only as of the date of this Memorandum. The Company does not undertake to update this Memorandum, including forward-looking statements, to reflect facts, circumstances, assumptions or events that occur after the date of this Memorandum.

## SUMMARY OF THE OFFERING

**Securities Offered:**

**Minimum** ..... 25,000 Units of Membership Interests

**Maximum** ..... 7,500,000 Units of Membership Interests

**Offering Price**..... $1 per Unit.

The term "Units" shall include Series A Units from Members investing eligible capital gains dollars with the intention to benefit from the Tax Cuts Act.

**Opportunity Zone Fund Units Being Sold**

For the avoidance of doubt, the Series A Members will be benefitting from the preferential tax treatment afforded to the Series A Members by virtue of their capital gains dollars being invested. For further questions related to tax treatment of this investment, prospective members should consult their accountant or financial advisor.

**Minimum Investment**..... 25,000 Units ($25,000)[1]

**Membership interests Outstanding:**

**Before the offering**..... 1 Series B Unit awarded to the Managing Member

**After the offering**..... 7,500,001 Units[2]

**Total number of authorized Units**..... 15,000,0001 Units

**Use of Proceeds** ..... For investment in sustainable infrastructure, alternative energy projects, and businesses located in Qualified Opportunity Zones. The Company will be purchasing non-voting, Preferred Stock of Jupiter Logix, Inc., paying a 6% annual dividend. At the closing of this Offering, and assuming we sell all 7,500,000 Units, the Company will own 7,500,00 shares of non-voting, Preferred Stock of the Jupiter Logix, Inc. After ten years' time, the Jupiter Logix, Inc will use its best efforts to redeem the Company's non-voting, Preferred Stock. For more information on the Jupiter Logix, Inc., please see the enclosed Investment Presentation. The Company reserves the right to Dedicate 10% of the funds under management towards investment in businesses related to Jupiter Logix, Inc operations.

Jupiter Logix, Inc anticipate that funds from the Opportunity Zone Fund would used for thefollowing purposes:

| Use | Dollar Amount | Percentage |
|---|---|---|
| Acquisition & Construction | $3,972,150 | 53% |
| Marketing, R&D & Investment | $1,633,320 | 22% |
| Operating Expense | $1,357,030 | 18% |
| Fund Administration | $ 387,500 | 5% |
| Managing Dealer Fee | $ 150,000 | 2% |

## Pro Forma Equity Owners Jupiter Logix, Inc.

| JUPITER LOGIX, INC<br>2021 Capitalization Table | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Investor Information** | **Round Title** | **Type of Share** | **Number of Shares Issued** | **Price Per share** | **Capital Contributed** | **Conversion Multiple To Common (Preferred only)** | **Fully Diluted Shares** | **Percentageof OwnershipFully Diluted** |
| Jessica Gutierrez Contreras | Founders Seed | Common | 5,000,000 | 0.0001 | $ 500.00 | 1 | 5,000,000 | 66.67% |
| Treasury Stock ReservedFor Preferred Conversion | Conversion | Common | 2,500,000 | 0 | $ - | 1 | 2,500,000 | 33.33% |
| | | Total Capital Contributed: | | | $500.00 | Total Shares: | 7,500,000 | 100.00% |

## Pro Forma Debt Obligations of Jupiter Logix, Inc.

| ***Party*** | **Debt** | **Ownership** |
|---|---|---|
| *Member Loans* | $$ | N/A |
| *Bank Loans* | $? | N/A |
| | **$?** | **N/A** |

**Terms of the Offering.....** The offering is being made to "accredited investors" only. There is no minimum amount of Units which must be sold before we may accept subscriptions and begin using proceeds. We may accept or reject subscriptions in whole or in part, in our sole discretion.

**Subscription Procedure.....** If you are an accredited investor and are interested in purchasing Units, you must complete and execute the Subscription Agreement attached as Exhibit A to this Memorandum and return it to the Company together with a check or money order payable to "**Jupiter Logix Qualified Opportunity Fund I, LLC**" for the entire purchase price of the Units for which you are subscribing.

**Operating Agreement.....** Each purchaser of the Units offered hereby, by signing the Subscription Agreement attached here as Exhibit B, agrees to become a party to the Operating Agreement (the "Operating Agreement") entered into by and between the Company and all of its members, in the form attached hereto as Exhibit B, and agrees to perform all obligations and observe all restrictions contained therein.

**Managing Member. .....** The Managing Member of the Company is the Jupiter Logix, Inc., the same entity for which the Company will be investing in. This relationship has inherent conflicts for which you must be comfortable in order to invest. See the "Risk Factors" below for more information on this relationship.

**Risk Factors .....** An investment in the Units offered involves a high degree of risk and should be purchased only by persons who can afford to lose their entire investment. See "Risk Factors" below.

(1) The Company may waive this requirement in its sole discretion.
(2) Assumes all 7,500,000 Units offered hereby are sold, of which there can be no assurance. Does not include up to 3,000,000 additional Units that may be sold to cover oversubscriptions, if any.

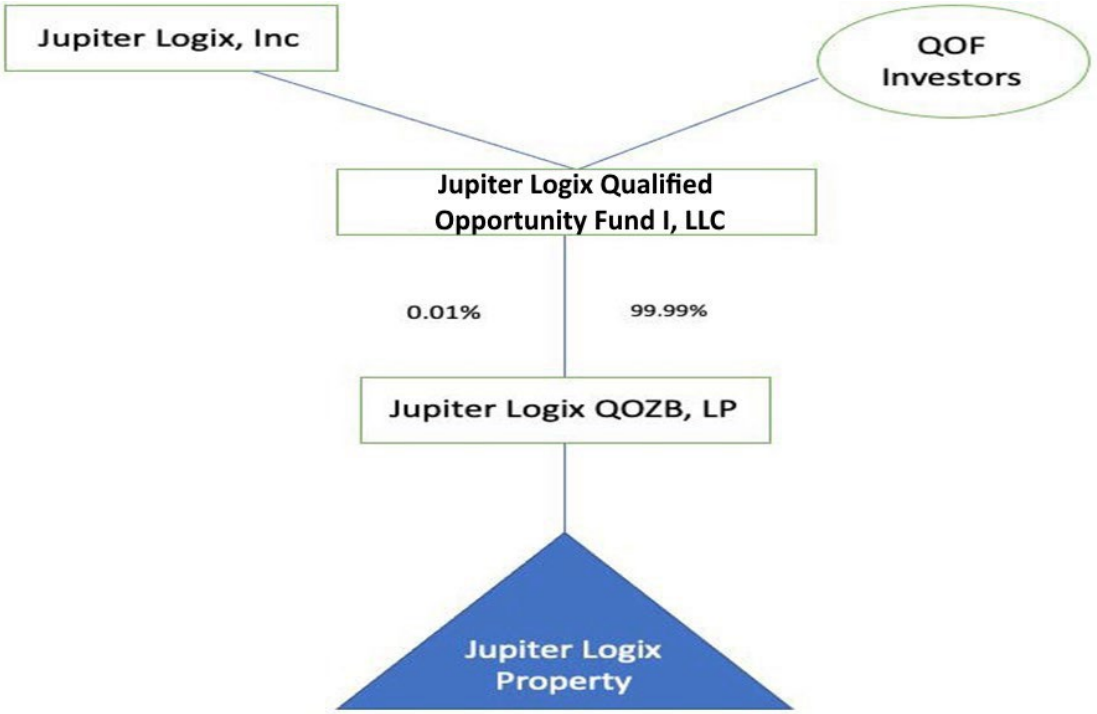
## EXECUTIVE SUMMARY

This summary highlights some of the most significant information contained elsewhere in this Memorandum. Because it is a summary, it does not contain all of the information that may be important to you. To understand this offering fully, you should read the entire Memorandum carefully, including, without limitation, the information discussed under the caption "Risk Factors" before making a decision to invest in the Company.

### JUPITER LOGIX QUALIFIED OPPORTUNITY FUND I, LLC

Jupiter Logix Qualified Opportunity Fund, I, LLC (the "Company") is an Arizona limited liability company formed on September 15, 2021 to invest in sustainable infrastructure, alternative energy projects, and businesses located in Qualified Opportunity Zones ("Opportunity Zones"), as designated by the 2017 H.R. 1, known as the Tax Cuts and Jobs Act (the "TCJA").

All or substantially all of our assets will consist of Opportunity Zone Business stock controlled by our Managing Member. The chart below depicts our intended structure. For further information on our chosen structure, see "*An Overview of the Opportunity Zones Program*," below.




It is anticipated that the majority of the proceeds raised in this offering, less fees and expenses attributable to this offering, will be used for acquisition and development of the Jupiter Logix's warehouse facility.

We have identified our investment opportunity. Please see Exhibit C attached, hereto, for further information. Our principal executive office is currently located at 236 S. Scott Ave, #140, Tucson, AZ 85745.

The day-to-day management of the Fund including the acquisition, management and disposition of assets heldby the Fund will be controlled by the Managing Member.

**Managing Member Control, Role**

Under the terms of the Fund, Jupiter Logix, Inc., as "Managing Member" or "Manager" will control the day- to-day management of the Fund including the acquisition, management and disposition of monies held and the selection of managers and other service providers for the portfolio. Services provided include but are not limited to:

**Managing Member Services**

Pursuant to the Operating Agreement between us, and our Manager, our Manager is responsible for providing the following services:

***Asset Management Services***

- approve and oversee our equity and debt financing strategies;
- approve any potential sales transactions; and
- oversee and conduct the due diligence process related to the investment.

***Disposition Services***

- evaluate and approve potential asset dispositions, sales or liquidity transactions; and
- structure and negotiate the terms and conditions of transactions pursuant to which our assets may be sold.

***Offering Services***

- the development of this offering, including the determination of its specific terms;
- preparation and approval of all marketing materials to be used by us relating to this offering;
- the negotiation and coordination of the receipt, collection, processing and acceptance of subscription agreements, commissions, and other administrative support functions;
- creation and implementation of various technology and electronic communications related to this offering; and
- all other services related to this offering.

***Tax and Accounting Management Services***

- manage and perform the various administrative functions necessary for day-to-day operations of the Opportunity Fund;
- provide or arrange for administrative services, legal services, office space, office furnishings, personnel and other overhead items necessary and incidental to our business and operations;
- provide financial and operational planning services and portfolio management functions;

**MANAGEMENT COMPENSATION**

Our Managing Member and their affiliates will receive fees and expense reimbursements for services relating to this offering and the investment and management of our assets. The items of compensation are summarized in the following table. None of our Manager nor their affiliates will receive any selling commissions or dealer manager fees in connection with the offer and sale of our common units.

In addition to the expense reimbursements listed below, the Manager will be reimbursed for all other expenses described in "Management—Expense Reimbursement Policies."

| Form of Compensation and Recipient | Determination of Amount | Estimated Amount |
|---|---|---|
| | Organization and Offering Stage | |
| *Reimbursement of Organization and Offering Expenses — Manager* | We will reimburse our Manager, without interest, for organization and offering costs incurred before and after launch of the Fund. | $40,000 |

**Expense Reimbursement Policies**

We will reimburse our Managing Member and their affiliates, as applicable, for the following expenses incurred on our behalf (to the extent not directly paid by the Fund):

a) all Formation and Offering Expenses incurred on behalf of the Fund and our subsidiaries.

b) all fees, costs and expenses related to the acquisition, improvement, development, maintenance, ownership, operation, monitoring, financing, refinancing, hedging and/or sale of our assets (including, without limitation, fees, costs and expenses incurred as a result of our acquisition of our assets or proposed investments in future assets that are not consummated, to the extent not reimbursed by a third party, including fees, costs and expenses that would have been allocable to co-investors had such proposed transaction or investment been consummated, if the amount allocable to such co-investors is not paid by such parties;

c) fees and expenses for legal, audit, accounting, tax preparation, research, valuation, administration and third-party consulting services;

d) fees, costs and expenses associated with asset management and property management services (which may be payable to or reimbursed to an affiliate of our Manager), including, without limitation, hiring, supervising, and termination of external property management personnel, including, but limited to, property managers, brokers and leasing agents;

e) the charges and expenses associated with bookkeeping or the preparation and distribution of financial statements, tax returns, Form 1099s, Schedule K-1s, capital call and distribution notices and reports to our unitholders (including, without limitation, any software or online data portal used in connection with such reporting);

f) the costs and expenses of technology related to research and monitoring of our investments;

"Formation and Offering Expenses" means all fees and out-of-pocket expenses incurred in connection with the formation of the Fund and the consummation of any offering by the Fund or any of our subsidiaries, including, without limitation, travel, legal, accounting, filings, the cost of preparing the offering materials and the documentation in connection with the formation of the Fund.

**Distributions**

Any distributions to our members will be at the discretion of our Managing Member, in accordance with our earnings, cash flow, capital needs and general financial condition. We anticipate that the Fund will distribute cash on an annual basis in an amount determined by us. We will then determine whether it is appropriate to distribute such Fund distributions to our members.

We may pay distributions from any source, including from the proceeds of this offering, from borrowings or from the sale of properties or other investments, among others.

**Investment Strategy**

We expect to use substantially all of the net proceeds from this offering (after paying or reimbursing organization and offering expenses) to invest in the Jupiter Logix, Inc., which is intended to be a Qualified Opportunity Zone Business ("QOZB").

**An Overview of the Opportunity Zones Program**

The TCJA on December 22, 2017 created new sections of the Code (Sections 1400Z-1 and 1400Z-2) that provide tax incentives for investments in targeted areas in the United States through investment vehicles called Opportunity Funds. Opportunity Funds could be a major catalyst to spur the redevelopment of American communities and growth across the country. The purpose of this new investment vehicle is to help direct resources to Opportunity Zones. The program allows investors to defer, reduce, and eliminate federal tax on various capital gains by investing gains into an Opportunity Fund.

Note, however, that as of the date of this PPM, there is uncertainty regarding the qualified opportunity zone program, as the U.S. Department of the Treasury ("Treasury") has not released guidance to many of the questions left open by the legislation. Chief among such open questions are: (a) what kind of gains, other than capital gains, if any, can be properly rolled into an Opportunity Fund, (b) how much time does an Opportunity Fund have to deploy the capital it has raised and (c) tax treatment of gains in an Opportunity Fund held through a pass-through entity, such as a partnership. Accordingly, the discussion below of various aspects of the Opportunity Zone program is based upon positions that our Managing Member believes to be reasonable given the statute as currently written and prior Treasury and IRS precedent; however, there can be no assurance that the discussion below will ultimately prove to be correct as Treasury begins issuing guidance on these various matters. For these reasons and others, we strongly urge all prospective investors to seek guidance from professional service providers such as lawyers and accountants, well informed of the Opportunity Zone program, who may properly advise on whether an investment in this Offering will be tax advantageous.

The key aspects of the program are:

**Qualified Opportunity Zones ("QOZ")** – Opportunity Zones are census tracts nominated by governors and certified by the Treasury into which investors can invest in new projects to spur economic development in exchange for certain federal capital gains tax advantages.

**Opportunity Funds ("QOZF")**– Opportunity Funds are investment vehicles that invest at least 90% of their capital in Qualified Property, which includes qualified opportunity zone stock, qualified opportunity zone partnerships interests and qualified opportunity zone business property. The fund model enables a broad array of investors to pool their resources in Qualified Property, increasing the scale of capital going to investments in which the Fund will invest.

To capture the potential tax benefits offered by an Opportunity Fund, an investor must invest the gains from a sale or exchange of a prior investment into an Opportunity Fund within 180 days after the sale of that investment (e.g., stock, bonds or real estate). The investor only has to roll over the gain or profit from the sale or exchange of the investment into an Opportunity Fund, but not the original principal of the investment. In other words, if an investor realizes a gain from the sale or exchange of an investment to an unrelated party, the investor has 180 days from the date of disposition to reinvest the amount of that gain into an Opportunity Fund. Note, however, that while we believe it is reasonable that capital gains from each of these assets are eligible for the benefits of an Opportunity Fund investment, absent additional guidance from the Treasury, there remains uncertainty as to which gains are eligible

Investing in Opportunity Funds can provide the following three key potential tax incentives to investors:

1. **Deferral of qualifying gain**: A tax deferral for any qualifying gains reinvested in an Opportunity Fund. The deferred gain would be recognized on the earlier of December 31, 2026, or the date on which the interest in the Opportunity Fund is sold.

2. **Reduction of the amount of gain recognized**: A step-up in in basis for qualifying gains reinvested in an Opportunity Fund. The basis of the original investment is increased by 10% if the investment in the Opportunity Fund is held by the taxpayer for at least 5 years (before December 31, 2026), and by an additional 5% if held for at least 7 years (before December 31, 2026), excluding up to 15% of the original gain from taxation. In other words, if by December 31, 2026, an investor has held an investment in an Opportunity Fund for 7 years, then the tax on the initially deferred gain is expected to be reduced by 15%, or by 5% if held for only five years.

3. **No tax on any gains from an investment in an Opportunity Fund**: Additional gains beyond the initially deferred gain from the sale of an investment in an Opportunity Fund would receive a permanent elimination from federal capital gains taxes, provided that the investment is held for at least 10 years.

To receive the most potentially favorable tax treatment under Code Section 1400Z-2, investors are incentivized to hold their interest in an Opportunity Fund over the long-term, providing the most potential tax-related upside to those who hold their investment for 10 years or more.

A fund will qualify as a QOF provided that 90% or more of its assets are comprised of (1) Qualified Opportunity Zone Business Property ("QOZBP") and/or (2) interests in an entity that qualifies as a Qualified Opportunity Zone Business ("QOZB"). QOZBP is tangible property (1) acquired after December 31, 2017, by purchase from an unrelated person; (2) (i) the original use of which in the QOZ commences with the QOF or QOZB or (ii) which the QOF or QOZB substantially improves; and (3) substantially all of the use of which is in a QOZ during substantially all the time it is held by the QOF or QOZB. The 90% test is an average of the entity's assets on two annual snapshot testing dates—the end of the entity's first six months and the last day of its taxable year (with exceptions provided for a short taxable year). Notably, cash and working capital are not "good assets" for purposes of the

90% test.

Note: We intend to qualify as a qualified opportunity fund, though there is no guarantee that we will so qualify or that any investor would be able to realize any particular tax results by making an investment in us. Our ability to be treated as a qualified opportunity fund is subject to considerable uncertainty. The qualified opportunity zone rules were recently enacted, and there are no implementing regulations and only limited Internal Revenue Service guidance has been provided. It is possible that we may fail to meet the requirements to be treated as a qualified opportunity fund, and there can be no guarantee that any investor will realize any tax advantages of investing in a qualified opportunity fund as a result of an investment in us.

A QOZB must be a partnership or corporation for federal income tax purposes (and not a disregarded entity) that satisfies a variety of tests including:

- at least 70% of the tangible property it owns or leases is QOZBP;
- at least 50% of its gross income is from the active conduct of a trade or business in a QOZ;
- at least 40% of its intangible property is used in the active conduct of its business;
- no more than 5% of its assets are nonqualified financial property; and
- it is not a "sin business."

Unlike a QOF, a QOZB is permitted to hold reasonable working capital. Because of the interaction between the tests that must be satisfied for an entity to qualify as a QOF or QOZB, we are organized using a three-tier structure whereby investors invest in a QOF, which in turn invests in an entity that is a QOZB, which in turn owns QOZBP.

**Fees**

Under the terms of the Fund and QOZB, Managing Member will receive the following fees:

- *reimbursement of fees*

**Managing Member**

We operate under the direction of our Managing Member, which has ultimate responsibility for our operations, governance, financial controls, compliance and disclosure.

The Managing Member's officers are listed below. Please see the enclosed Plan of Operation for additional information regarding our officers and Managers. Additional information is available upon request.

| **Individual** | **Offices Held** |
|---|---|
| Jessica Contreras | Managing Member |

**Financial Information**

As of the date of this Memorandum, the Company has generated no revenue.

**THE PROJECTIONS INCLUDED IN THE PLAN OF OPERATION, INCLUDING THE FINANCIAL PROJECTIONS, ARE BASED ON OUR CURRENT ESTIMATES AND ASSUMPTIONS. THESE PROJECTIONS INVOLVE SIGNIFICANT ELEMENTS OF SUBJECTIVE JUDGMENT AND ANALYSIS AND NO REPRESENTATION CAN BE MADE AS TO THEIR ATTAINABILITY. ALTHOUGH SUCH ASSUMPTIONS ARE BASED ON OUR BEST ESTIMATES, SOME ASSUMPTIONS INEVITABLY WILL NOT MATERIALIZE, AND UNANTICIPATED EVENTS AND CIRCUMSTANCES WILL OCCUR. AS SUCH, THE ACTUAL RESULTS ACHIEVED DURING THE PERIODS COVERED BY THE PROJECTIONS WILL VARY FROM OUR ESTIMATES AND ASSUMPTIONS, AND THESE VARIATIONS MAY BE MATERIAL AND ADVERSE.**

***Securities of the Company***. Holders of membership interests are entitled to one vote per Unit in all matters to be voted upon by the members. There is no cumulative voting for the election of the Managing Member, which means that the members that hold more than 50% of the voting rights will be able to elect all of the Company's Managers.

Upon completion of this offering and assuming all the Units are sold, the Managing Member will own collectively, 1 Unit of the Company's issued and outstanding membership interests. If less than all the Units offered hereby are sold, the Managing Member will still own 1 Series B Unit of the Company's issued and outstanding membership interests, which will grant them the ability to appoint the Managing Member of the Fund and to exert control over the affairs of the Fund.

Members do not have preemptive rights, which means, among other things, that, if you invest in the Fund, you will not have the automatic right to participate in future sales of Company membership interests and your ownership position could be diluted if and when the Fund issues membership interests in the future.

Holders of membership interests are entitled to receive such cash distributions as are declared by the Managing Member out of funds legally available for the payment of distributions. Any future determination as to the declaration and payment of distributions will be subject to restrictions imposed by the Arizona Limited Liability Company Act and will be at the discretion of ourManaging Member. Upon our liquidation, dissolution, or winding-up, the holders of our membership interests will be entitled to receive a pro rata share of any of our assets remaining after payment or provision for payment of our debts and other liabilities.

***Operating Agreement***. As a condition of the Company accepting your Subscription Agreement, you will be required to become a party to the Operating Agreement of the Company dated October 11, 2021, as amended, attached as Exhibit B to this Memorandum (the "Operating Agreement"). The Operating Agreement, among other things, restricts the transfer of Units of membership interests of the Company. In connection with your purchase of Units and becoming a member of the Company, you will become a "Minority Member" under the Operating Agreement. As a Minority Member, you will have certain rights and obligations under the Operating Agreement. The following summary of the Operating Agreement is qualified in its entirety by reference to the Operating Agreement.

Voluntary Transfers. The Operating Agreement will restrict your ability to sell or transfer your Units. For instance, the transfer section of the Operating Agreement will require you, prior to selling your Units to a third party, to offer your Units to the other members and the Company at the same purchase price being offered by the proposed third-party buyer. This right of first refusal could impair your ability to sell your Units or the price you could obtain. Additionally, as a Minority Member, you may have the right, under certain circumstances, to purchase a portion of Units of the Company that other members may propose to sell.

Involuntary Transfers. In the event that some or all of your Units are the subject of an "Involuntary Transfer," as that term is defined in the Operating Agreement, the other members and the Company will have the right to purchase your Units that are subject to the Involuntary Transfer at book value.

Death. In the event that you die while you are a member of the Company, your estate and beneficiaries may be required to offer to sell your Units of the Company to the remaining members and the Company at fair market.

***Please review the Operating Agreement carefully and consult with your professional advisors as you consider your investment in the Company.***

## USE OF PROCEEDS

We intend to use the net proceeds from this offering to invest in sustainable infrastructure, alternative energy projects, and businesses located in Qualified Opportunity Zones. The Company reserves the right to Dedicate 10% of the funds under management towards investment in businesses related to Jupiter Logix, Inc operations. Please see the enclosed Investment Presentation for additional information. Additional information is available uponrequest.

## CERTAIN TRANSACTIONS

***Initial issuances of membership interests***. Upon organization, we issued an aggregate of 1 Series A Unit of Membership Interest to Managing Member.

## PRINCIPAL MEMBERS

The following table sets forth information regarding the beneficial ownership of Units of the Company's membership interests as of the date hereof. Each person or group identified possesses sole voting and investment power with respect to such Units, except as otherwise noted.

| Name of Beneficial Owner: | Number of Units Before Offering | Percent Before Offering[1] | Number of Units After Offering[1][2][3] | Percent After Offering[2][3] |
|---|---|---|---|---|
| Managing Member[1] | | | | |
| New Investors | 1 | 100.00% | 1 | 00.01% |
| | - | - | 7,500,000 | 99.99% |

(1) Based on 1 Series B Unit of Membership Interests outstanding upon commencement of this offering.

(2) Assumes the sale of an aggregate of 7,500,000 Units will be sold in this offering, of which there can be no assurance.

(3) Does not include additional Units, if any, that may be purchased to cover any over subscription. See "Plan of Distribution" and "Certain Transactions."

## RISK FACTORS

*An investment in the Units offered hereby involves a high degree of risk and is not an appropriate investment for persons who cannot afford the loss of their entire investment. You should carefully consider the following risk factors in addition to the other information contained in this PPM before purchasing units. The occurrence of any of the following risks might cause you to lose a significant part of your investment. The risks and uncertainties discussed below are not the only ones we face, but do represent those risks and uncertainties that we believe are most significant to our business, operating results, prospects and financial condition. Some statements in this PPM, including statements in the following risk factors, constitute forward-looking statements. Please refer to the section entitled "Statements Regarding Forward-Looking Information."*

***No Minimum Offering***. There is no minimum number of Units which we must sell before we may accept subscriptions and begin using the proceeds from this offering. Regardless of the success of this Offering, we believe we will have enough capital tosatisfy the full amount of equity needed.

***The resale of the Units will be restricted, and you may not be able to sell them in an emergency***. There is currently no public market for the Company's securities, and there will be no public market for such securities after this offering. We cannot assure you that a public market will develop in the future. The Units we are offering have not been registered under the Securities Act or under the securities laws of the states in which the Units will be offered. You may not resell the Units unless the Units are subsequently registered or an exemption from registration is available. The unit certificates for the Units will bear a legend describing these restrictions. We have no obligation to register the Units under the Securities Act or such state securities laws and have no plans to do so. As a result, an investor must bear the economic risk of an investment in the Units for an indefinite period of time.

In addition, each purchaser of Units offered hereby will, by signing the Subscription Agreement in the form attached here as Exhibit A, agrees to become a party to the Operating Agreement attached as Exhibit B. Under the terms of the Operating Agreement, the Company and its existing members will, among other things, have rights of first refusal to purchase Units that you may propose to sell to third parties. The Operating Agreement also includes certain restrictive covenants, including an agreement to not compete with the Company. See "Operating Agreement."

***The offering price was arbitrarily determined***. The offering price of the Units in this offering was arbitrarily determined by the Company and should not be considered as an objective indication of the actual value of the Company and it bears no relationship to the Company's assets, earnings, book value or any other objective value. You must rely on your own business and investment background and your own investigation of the business and affairs of the Company in determining whether to invest in the Units. We make no representation as to the value of the Units, and there can be no assurance that you will be able to sell the Unitsat any price.

***The value of your investment will be immediately diluted***. If you purchase Units in this offering, your investment of $1 per Unit will be immediately diluted upon completion of this offering. See "Immediate Dilution" and "Certain Transactions."

***We may need additional capital in the future***. We believe the proceeds from the sale of the maximum number of 7,500,000 of Units ($7,500,000) in this offering will be sufficient to provide Jupiter Logix with the required capital to commence acquisition and development. However, there can be no assurance that the maximum number of Units offered hereby will be sold. Additionally, if plants projections prove incorrect or its plans of operation change, they may need additional capital in the future to fund planned growth or execute our plan of operation. There can be no assurance that additional capital will be available to the Company when needed or on terms acceptable to the Company.

***Lack of operating history***. We are a newly-organized limited liability company and has no prior operating history. Accordingly, the Company has no performance history for a prospective investor to consider. As such there is no assurance that the Company will be able to achieve its investment objectives, strategies or guidelines or that investors will receive any return in a sufficient amount to cover the investor's investment capital.

***There are general risks inherent in the startup of a business***. The Company will be investing in Jupiter Logix's solar warehouse and EV charger station and the likelihood of the Jupiter Logix facility achieving a successful opening of solar warehouse and adequate growth and financial profitability after completing construction and opening its solar warehouse and EV charger station must be considered in the light of potential difficulties and unforeseen problems encountered in such efforts. In addition, facility opening costs could increase for a variety of factors unknown to us.

***Our investment is a start-up cooperative with no operating history and its projections could be wrong.*** Because we are investing in a start-up, any financial projections included in this Memorandum are the result of estimates by the Jupiter Logix's Board and advisors, are not based on past performance, are subject to a high degree of uncertainty and have not been audited by a third-party auditor. They are based upon estimates of future events and circumstances that may or may not ultimately prove to be true

or accurate. The estimates and assumptions underlying the plant's projections are subject to significant economic and competitive uncertainties and contingencies, many or all of which are beyond the Jupiter Logix facility's control. Jupiter Logix, Inc. makes no representation or warranty to us as to the accuracy of their assumptions.

***The planned facility may not be successful***. The planned facility, which we will be investing in, may not be successful if the actual costs exceed the estimates, if the facility's ability to complete the plant opening is significantly delayed, or if the warehouse does not operate as expected.

***This investment opportunity relates to a new business concept***. As of the date of this Memorandum, the Company does not own any assets and the business proposed is new and uncertain. For this reason, the uncertainty and risk associated with an investment in the Units is increased as you will not be able to fully evaluate the investment opportunity. In addition, there could be a delay between the time you invest in the Units and the time the net proceeds are used to invest in Jupiter Logix's solar warehouse, which could cause a substantial delay in the time it takes for your investment to realize its full potential return and could adversely affect your total return.

***Competition from other construction supplies***. The construction industry is highly competitive, and we expect Jupiter Logix, Inc to face competition. These competitors may be national brands and that may have substantially greater financial resources than they do. These entities or investors may be able to accept more risk than Jupiter Logix believes is in its best interests. This competition also may increase the bargaining power of parties seeking to work with Jupiter Logix, making it more difficult for them to compete. In addition, we believe that competition from entities organized for purposes similar to Jupiter Logix may increase in the future.

***If the Jupiter Logix fails to attract and retain qualified personnel, the depth, quality and effectiveness of its management team and employees, its operations could be negatively affected***. The success and growth of facility will depend on its ability to attract and retain highly productive and qualified executive officers, sales personnel, and support staff. If they are unable to hire qualified and experienced personnel to staff its anticipated growth adequately, its operating results could be adversely affected.

***We are dependent on our key executives***. The Company's operations are materially dependent upon the services of the Managing Member, its officers and its Board of Directors. The loss of the services of the aforementioned could materially and adversely affect the Company's business.

***As a development stage company, Jupiter Logix face many risks***. The plants are in development stage company with no sales and a limited operating history. Investing in a development stage company is inherently risky and should be undertaken only by persons who have adequate means and resources to provide for their current financial needs and can afforda total loss of their investment. You could lose your entire investment. If the plants are successful in implementing its plan of operation, of which there can be no assurance, the plants will experience a period of significant growth that may place a strain upon its managerial, financial and operational resources. If the plants are unable to manage its future growth effectively, its business, results of operations and financial condition will suffer, its management will be less effective, and its revenues and development efforts may suffer. In turn our likelihood of receiving our dividend may be unlikely.

***Provisions in our organization documents reduce the likelihood of derivative litigation brought by members on behalf of the Company***. The Company's organization documents provide that a manager or managing member of the Company shall not be personally liable to the Company or its members from monetary damages for breach of fiduciary duty as a manager or managing member, with certain exceptions. These provisions may discourage members from bringing suit against a manager or managing member for breach of fiduciary duty and may reduce the likelihood of derivative litigation brought by members on behalf of the Company against a manager or managing member.

***We will rely on third parties for infrastructure and accounting services***. The Company currently intends to out-source all or most of its infrastructure, accounting and reporting requirements with our Managing Member, who may in turn outsourced such roles. Our reliance on our partners will involve certain risks and there can be no assurance that they will be able to meet our needs in a satisfactory and timely manner. A significant price increase, a quality problem, an interruption in services from such partner when and if needed could have a material adverse effect on our financial condition and results of operations.

***Our investment criteria limits the concentration of our investments to Opportunity Zones.*** Our investment in the EF Block NA, Inc. is in an Opportunity Zone. These investments may carry the risks associated with economically depressed areas. As a result, our investment may experience losses due to geography. A worsening of economic conditions in Opportunity Zone in which our investment will be concentrated could have an adverse effect on our business.

***We may not meet the requirements to be treated as an Opportunity Fund.*** We intend to operate in conformity with the requirements to be classified as a "qualified opportunity fund" pursuant to Section 1400Z-2 of the Code and any subsequently issued guidance thereunder. In general, an Opportunity Fund is any investment vehicle organized as a corporation or a partnership for the

purpose of investing in Qualified Property and that holds at least 90% of its assets in Qualified Property. We generally are required to test for compliance with these requirements twice a year. Qualified Property includes "qualified opportunity zone business property," as well as certain interests in entities that are treated as a "qualified opportunity zone business." Generally, qualified opportunity zone business property is tangible property used in a trade or business14that meets certain specified requirements and is located in areas designated as an Opportunity Zone by a state (including possessions of the United States and the District of Columbia pursuant to certain requirements in the Code. The Opportunity Zone rules were recently enacted as part of the TCJA, and there are limited regulations and only limited IRS guidance has been provided. Accordingly, while we intend to meet the requirements to be treated as an Opportunity Fund, our ability to be treated as an Opportunity Fund is subject to considerable uncertainty. It is possible that we may fail to meet the requirements to be treated as an Opportunity Fund, and there can be no guarantee that any investor will realize any tax advantages of investing in an Opportunity Fund as a result of an investment in the Fund. In the event that we do not meet requirements to be treated as an Opportunity Fund, we generally would be subject to certain penalties unless we can establish that the failure is due to reasonable cause. These penalties are calculated based on the extent to which our assets fall beneath the threshold of Qualified Property required to be held in order to meet the Opportunity Fund requirements, multiplied by an interest rate set by the IRS. In the event that we were subject to these penalties, the amount of the penalty would be treated as a Fund expense, which could adversely impact the returns of the Fund, perhaps substantially.

***Our investment decisions may be affected by our efforts to qualify as an Opportunity Fund.*** Because we intend to qualify as an Opportunity Fund and to meet the requirements for achieving certain tax advantages for investors who invest qualifying gains an Opportunity Fund, we may make investment decisions that are different from those we would make if we were not intending to so qualify. For example, we intend to invest substantially all of the Company's commitments in the Jupiter Logix, Inc. located within an Opportunity Zone. We may also hold fund investments for longer periods than if we were not intending to qualify as an Opportunity Fund, as in order to take advantage of certain tax benefits regarding the exclusion of future gain of investing in an Opportunity Fund, each investor must hold its interest in the Fund for at least 10 years. This long-term holding requirement may require the Fund to sell investments at inopportune times and may result in lower returns than if the Fund were to sell each investment when market conditions are most favorable.

***Investors must make appropriate timely investments and elections in order to take advantage of the benefits of an Opportunity Fund.*** In order for an investor to receive the Opportunity Fund benefits that the Fund is intended to enable, each such investor must make a timely investment of gains in the Fund and timely election to treat such investment as an Opportunity Fund investment under Section 1400Z-2 of the Code. In particular, any gain deferred by investing in the Fund must have been generated from a sale to an unrelated party within 180 days of investment in the Fund. The Fund has no control over these circumstances, and investors will have to rely on their own tax advisors and determinations.

***Participation of Managing Member in the Organization of the Company.*** The Managing Member participated in the structuring and organization of the Company. Thus, the selection of the Managing Member and other service providers and the setting of the Managing Member's and other service providers' compensation were not the result of arms-length negotiation. Therefore, such terms may not be as favorable as the terms an investor might be able to procure in a similar investment offered by a person independent of the Managing Member or his affiliates.

***The Managing Member interests may conflict with yours.*** Upon the completion of this placement, the Managing Member will control day-to-day activities of the Company and certain decisions. The Managing Member thereby will determine all matters of general policy of the Company. We cannot assure you that the interests of the Managing Member will always align precisely with your interests.

***Lack of Separate Legal Representation.*** Potential investors should seek separate legal counsel to review documents related to this offering and advocate for their individual legal needs.

**Risks Associated with the Real Estate Industry**.

**Speculative Nature of Real Estate Investing**. Real estate can be risky and unpredictable. For example, many experienced, informed people lost money when the real estate market declined in 2007-2008. Time has shown that the real estate market goes down without warning, sometimes resulting in significant losses. Some of the risks of investing in real estate include changing laws, including environmental laws; floods, fires, and other acts of God, some of which may not be insurable; changes in national or local economic conditions; changes in government policies, including changes in interest rates established by the Federal Reserve; and international crises. You should invest in real estate in general, and in the Company in particular, only if you can afford to lose your investment and are willing to live with the ups and downs of the real estate industry.

**Environmental Risks.** Under Federal and State laws, a current or previous owner or operator of real estate may be required

to remediate any hazardous conditions without regard to whether the owner knew about or caused the contamination. Similarly, the owner of real estate may be subject to common law claims by third parties based on damages and costs resulting from environmental contamination. The cost of investigating and remediating environmental contamination can be substantial, even catastrophic.

**ADA Compliance.** The Americans with Disabilities Act of 1990 (the "ADA") requires all public buildings to meet certain standards for accessibility by disabled persons. Complying with the ADA can add significant time and costs to a Project.

**Regulation and Zoning.** Like all real estate projects, this Project is subject to extensive building and zoning ordinances and codes, which can change at any time. Complying with all of these rules could add significant time and costs to the Project.

**Casualty Losses.** A fire, hurricane, mold infestation, or other casualty could materially and adversely affect the Project.

**Illiquidity of Real Estate.** Real estate is not "liquid," meaning it's hard to sell. Thus, the Project may not be able to be sold as quickly as the General Partner would like or on the terms that it would like.

**Property Values Could Decrease**. The value of the Property could decline, perhaps significantly. Factors that could cause the value of real estate to decline include, but are not limited to:

- Changes in interest rates
- Competition from other properties
- Changes in national or local economic conditions
- Changes in zoning
- Environmental contamination or liabilities
- Changes in local market conditions
- Fires, floods, and other casualties
- Uninsured losses
- Undisclosed defects in property
- Incomplete or inaccurate due diligence

**Inability to Attract and/or Retain Tenants.** The Companies will face significant challenges attracting and retaining qualified tenants. These challenges could include:

- Competition from other landlords
- Changes in economic conditions could reduce demand
- Existing tenants might not renew their leases
- There may be substantial improvements that must be made to the real estate to be purchased or reduce rent, to remain competitive
- Portions of the property could remain vacant for extended periods
- A tenant could default on its obligations, or go bankrupt, causing an interruption in rental income

**Risks Associated with Development and Construction**. The Companies will be engaged in development and construction. Development and construction can be time-consuming and are fraught with risk, including the risk that projects will be delayed or cost more than budgeted.

**Liability for Personal Injury**. The Companies might be sued for injuries that occur in or outside the Project, e.g., "slip and fall" injuries.

THE COMPANY 's business is subject to all the risks associated with the real estate industry.

Investments in real estate are speculative in nature.

THE COMPANY 's intent to comply with the requirements of Section 1400Z of the Code may adversely affect the timing

or structure of exit from investments or the success of those investments.

Many of these factors are not within THE Company's control and could adversely impact the value of THE Company's investments. These factors include, but are not limited to:

- Conditions affecting real estate in specific markets in which the Companies may invest, such as oversupply or reduction in demand for real estate;
- Changes in real estate and zoning laws;
- Environmental and/or engineering issues unforeseen in due-diligence, and changes in environmental legislation and related costs of compliance;
- Condemnation and other taking of property by the government; • Changes in real estate taxes and any other operating expenses; • The potential for uninsured or underinsured property losses.

**Risks Common to Companies on the Platform Generally**

**Reliance on Management.** Under our Limited Partnership Agreement, Investors will not have the right to participate in the management of THE COMPANY. Instead, Jessica Contreras will manage all aspects of THE COMPANY and its business. Furthermore, if Jessica Contreras or other key personnel of the issuer were to leave THE COMPANY or become unable to work, THE COMPANY (and your investment) could suffer substantially. Thus, you should not invest unless you are comfortable relying on THE COMPANY 's management team. You will never have the right to oust management, no matter what you think of them.

**Inability to Sell Your Investment.** The law prohibits you from selling your securities (except in certain very limited circumstances) for one year after you acquire them. Even after that one-year period, a host of Federal and State securities laws may limit or restrict your ability to sell your securities. Even if you are permitted to sell, you will likely have difficulty finding a buyer because there will be no established market. Given these factors, you should be prepared to hold your investment for its full term (in the case of debt securities) or indefinitely (in the case of equity securities).

**We Might Need More Capital.** We might need to raise more capital in the future to fund new product development, expand operations, buy property and equipment, hire new team partners, market products and services, pay overhead and general administrative expenses, or a variety of other reasons. There is no assurance that additional capital will be available when needed, or that it will be available on terms that are not averse to your interests as an Investor. If THE COMPANY is unable to obtain additional funding when needed, it could be forced to delay its Business Plan or even cease operations altogether.

**Changes in economic conditions could hurt Our businesses**. Factors like global or national economic recessions, changes in interest rates, changes in credit markets, changes in capital market conditions, declining employment, decreases in real estate values, changes in tax policy, changes in political conditions, and wars and other crises, among other factors, hurt businesses generally and could hurt our business as well. These events are generally unpredictable.

**No Registration Under Securities Laws**. Our securities will not be registered with the SEC or the securities regulator of any state. Hence, neither THE COMPANY nor the securities will be subject to the same degree of regulation and scrutiny as if they were registered.

**Incomplete Offering Information.** Title III (or Regulation Crowdfunding) does not require us to provide you with all the information that would be required in some other kinds of securities offerings, such as a public offering of interest (for example, publicly-traded firms must generally provide Investors with quarterly and annual financial statements that have been audited by an independent accounting firm). Although Title III does require extensive information, it is possible that you would make a different decision if you had more information.

**Lack of Ongoing Information.** We will be required to provide some information to Investors for at least one year following this offering. However, this information is far more limited than the information that would be required of a publicly-reporting company; and we are allowed to stop providing annual information in certain circumstances.

**Breaches of Security**. It is possible that our systems would be "hacked," leading to the theft or disclosure of confidential information you have provided to us. Because techniques used to obtain unauthorized access or to sabotage systems change frequently

and generally are not recognized until they are launched against a target, we and our vendors may be unable to anticipate these techniques or to implement adequate preventative measures.

**Uninsured Losses**. We might not buy enough insurance to guard against all the risks of our business, whether because we do not know enough about insurance, because we can't afford adequate insurance, or some combination of the two. Also, there are some kinds of risks that are simply impossible to insure against, at least at a reasonable cost. Therefore, THE COMPANY could incur an uninsured loss that could damage our business.

**Unreliable Financial Projections.** We might provide financial projections reflecting what we believe are reasonable assumptions concerning THE COMPANY and its future. However, the nature of business is that financial projections are rarely accurate. The actual results of investing in THE COMPANY will likely be different than the projected results, for better or worse.

**Limits on Liability of Company Management**. Our Limited Partnership Agreement limits the liability of management, making it difficult or impossible for Investors to sue management successfully if they make mistakes or conduct themselves improperly. You should assume that you will never be able to sue the management of THE COMPANY, even if they make decisions you believe are stupid or incompetent.

**Changes in Laws.** Changes in laws or regulations, including but not limited to zoning laws, environmental laws, tax laws, consumer protection laws, securities laws, antitrust laws, and health care laws, could adversely affect THE COMPANY.

**Conflicts of Interest.** In many ways your interests and ours will coincide you and we want THE COMPANY to be as successful as possible. However, our interests might be in conflict in other important areas, including these:

- You might want THE COMPANY to distribute money, while THE COMPANY might prefer to reinvest it back into the business.
- You might wish THE COMPANY or the Project would be sold so you can realize a profit from your investment, while management might want to continue operating the business.
- You would like to keep the compensation of management low, while the General Partner may want to make as much as it can.
- You would like management to devote all their time to this business, while they might own and manage other businesses as well.

**Additional Risks Associated with Real Estate**

- The Companies' business is subject to all the risks associated with the real estate industry.
- Investments in real estate are speculative in nature.
- THE COMPANY 's intent to comply with the requirements of Section 1400Z of the Code may adversely affect the timing or structure of exit from investments or the success of those investments.
- Many of these factors are not within the Companies' control and could adversely impact the value of the Companies' investments. These factors include, but are not limited to:
- Conditions affecting real estate in specific markets in which the Companies' may invest, such as oversupply or reduction in demand for real estate;
- Changes in real estate and zoning laws;
- Environmental and/or engineering issues unforeseen in due-diligence, and changes in environmental legislation and related costs of compliance;
- Condemnation and other taking of property by the government;
- Changes in real estate taxes and any other operating expenses;
- The potential for uninsured or underinsured property losses.

**Risks Associated with New Markets Tax Credits.** Failure of Jupiter Logix Qualified Opportunity Fund I, LLC to comply with the requirements of the NMTC program may result in significant losses, a recapture event or impair our financial condition.

The NMTC program limits the use of the real property to commercial real estate use and prohibits the real property from

being deemed as residential rental property, as defined in Section 168 of the Code. Jupiter Logix Qualified Opportunity Fund I, LLC must monitor rental income from the residential portion of the Project and the commercial portion of the Project to maintain compliance with the NMTC program.

**Risks Associated with the The Company Business Investments.** An investment in The Company and the Company's investment strategy is speculative and involves a high degree of risk. An investor could lose all or a substantial amount of his or her investment in The Company. The Company may deploy all or a substantial portion of capital to fund businesses which are located or are relocating within Qualified Opportunity Zones. These businesses may include start-ups, acquisitions, and other late-stage technology businesses or technology start-ups. The Company's performance may be volatile and is suitable only for persons who can afford fluctuations in the value of their capital. The Company has limited liquidity and is suitable only for persons who have limited need for liquidity and who meet the suitability standards set forth in this Memorandum. There is no assurance that The Company will be successful or that its investment objective will be achieved. No secondary market for the Interests is expected to develop, and there are severe restrictions on an investor's ability to withdraw and transfer Interests. The Company has limited liquidity. Each potential investor should not construe the contents of this Memorandum as legal, tax, investment or other advice. Each recipient hereunder should carefully review this Memorandum and obtain the advice of legal, accounting, tax and other advisors in connection therewith before deciding to invest in THE COMPANY.

**The Company May Suffer Losses in its Portfolio.** There can be no assurance that cash flows will be sufficient to create net profits for the Company even if the Manager believes in each investment's economic viability. Poor performance by a few of the investments could significantly affect the total returns to the Limited Partners. In addition, there is no guarantee that the Preferred Return will be paid on a quarterly basis, if at all. The Manager may choose not to make a quarterly distribution if it believes it is in the best interest of the Company to do so. The Company may incur losses in its portfolio, which could have a material and adverse effect on the Company's financial condition and performance. Depending on the scope of losses, you could lose part or all of your investment in the Company. In addition, to the extent the Company makes any equity investment, the General Partner cannot provide any assurance that the value of those equity investments will increase over time or that such investments will not experience a complete loss in value, resulting in substantial losses in the Company's overall performance. For this reason, each prospective Limited Partner should read this PPM, Partnership Agreement, and all documents in the Subscription Agreement carefully and should consult with his, her or its own legal counsel, accountant(s), or business advisor(s) prior to making any investment decision.

**The Company May Lack Diversification Which Could Increase the Negative Impact of the Performance of a Small Number of Investments.** The Company is not subject to any Diversification requirements and may invest in a limited number of markets, countries, or regions. To the extent the Company concentrates its investments in a particular market, country, or region, its investments will become more susceptible to fluctuations in value resulting from adverse business or economic conditions affecting that particular market, country, or region. As a consequence, the aggregate return of the Company may be adversely affected by the unfavorable performance of one or a small number of companies, sectors, countries or regions in which the Company has invested.

**Leverage by the Company could result in Company losses.** This Offering is being conducted on a "best reasonable efforts" basis by the Manager only. No guarantee can be given that all or any of the securities will be sold, or that sufficient proceeds will be available to conduct successful operations. Receipt of a relatively small amount of capital contributions may reduce the ability of the Company to spread investment risks through diversification of its portfolio.

**The Company will make unspecified investments so Limited Partners must rely solely on the General Partner.** Although the Company's investments will be made in a targeted group of companies, the General Partner has not yet identified which companies will receive investments by the Company or how much of the Company's capital will be committed to such companies. An investor in the Company must rely on the ability of the General Partner to make portfolio investments. An investor will not have the opportunity to independently evaluate such investments.

**The Company's Portfolio will lack Liquidity.** The Company's investment portfolio will, to a significant extent, consist of equity investments in private, non-publicly traded companies and investments residential real estate. The marketability and value of each such investment will depend upon many factors beyond the General Partner's control. Generally, the investments made by the Company will be illiquid.

**The Company may Seek Leverage.** As Described in this Private Placement Memorandum, the Company and/or any SPV(S) may Choose from time to time to Borrow Company's Pursuant to a Credit Facility. Although the purpose of leverage is to provide flexibility and additional liquidity options to the Company, reduce required Company equity, as well as potentially increase the

overall Company return, its use is inherently risky and can instead increase the risk of loss. The interest rates at which the Company is able to borrow funds will affect the Company's operating results. While the use of borrowed funds will increase returns if the Company earns a greater return on the incremental investments purchased with borrowed funds than it pays for the funds, the use of leverage will decrease returns if the Company fails to earn as much on such incremental investments as it pays for the funds. The effect of leverage may therefore result in a greater decrease in the net asset value of the Company than if the Company was not so leveraged. The use of leverage has the potential to magnify the gains or the loss on the Company's investments and to make the Company's returns more volatile. The Company may be unable to meet its obligations to a lender under a Credit Facility. If this occurs, the Company may be liable for increased payments and penalties to the lender. The lender may also foreclose on any Company assets in which it holds a security interest. As such, the Company's inability to perform under a Credit Facility could have significant negative effects on the Company, its assets and ultimately the Company. The Company could be in a position where it must borrow funds in order to cover its operating expenses, overhead or committed investments. In any of these events, it is uncertain whether debt financing will be available to the Company on desirable terms, or at all. If the Company is unable to secure debt financing in these circumstances, the Company could end up in default of its obligations to third parties and incur significant penalties and other negative consequences. If the Company is able to secure debt financing in these circumstances, the Company could be highly leveraged and would be subject to all the risks associated with borrowing. If the Company employs leverage, this may result in the Company controlling substantially more assets than its equity capital. Leverage generally increases returns if the Company earns a greater return on investments purchased with borrowed funds than the Company's cost of borrowing such funds; however, the use of leverage exposes the Company to a high degree of additional risk, including: (i) greater losses from investments than would otherwise have been the case had the Company not used leverage to make the investments; (ii) margin calls or interim margin requirements which may force premature liquidations of investment positions; (iii) losses on investments where the investment fails to earn a return that equals or exceeds the Company's cost of leverage related to such investment; and (iv) the risk of default by the Company on margin or other financing and the potential consequences thereof, including the acceleration of borrowed amounts, the exercise of remedies by the lender (such as the forced liquidation of positions and/or the seizing or marshalling of collateral), the possibility of cross-defaults to other Company agreements, and the potential for litigation against the Company and/or for the Company to be liable for additional damages. In the event of a sudden, precipitous drop in value of the Company's assets, the Company might not be able to liquidate assets quickly enough to repay its borrowings or post additional margin, further magnifying losses incurred by the Company. To the extent the Company employs structured financial instruments to seek leverage, it should be noted that credit default swaps and other synthetic instruments and derivatives contain much greater leverage than a non-margined purchase of the underlying security or instrument. This is due to the fact that generally only a very small portion (and in some cases none) of the value of the underlying security or instrument is required to be paid in order to make such investments. In light of this implicit leverage, such synthetic and derivative financial instruments bear many of the same heightened risks inherent in the use of leverage generally.

**Restrictive Covenants Relating to the Company's Operations.** In the event that the Company obtains financing, a credit facility lender may impose restrictions on the Company that would affect its ability to incur additional debt, make certain investments, reduce liquidity below certain levels, make distributions to the Company's Limited Partners and impact the Company's flexibility to determine its operating policies and investment strategies. For example, the Company's loan agreements may contain negative covenants that limit, among other things, the Company's ability to distribute more than a certain amount of the Company's net cash flow to the Limited Partners, employ leverage beyond certain amounts, sell assets and enter into transactions with affiliates. If the Company fails to meet or satisfy any of these covenants, it would be in default under such agreements, and a lender could elect to declare outstanding amounts due and payable, terminate its commitment, require the posting of additional collateral and enforce its interests against existing collateral.

**Interest Rate and Related Risks of Leverage.** To the extent the Company borrows money to make investments, its net investment income will depend, in part, upon the difference between the rate at which the Company borrows funds and the rate at which it invests those funds. As a result, in the event the Company uses debt to finance its investments, the Company can offer no assurance that a significant change in market interest rates will not have a material adverse effect on net investment income. In periods of rising interest rates, the cost of funds on borrowed floating rate debt would increase, which could reduce net investment income. The Company may issue floating rate loans and use other interest rate risk management techniques in an eff ort to limit its exposure to interest rate fluctuations. A rise in the general level of interest rates can be expected to lead to higher interest rates applicable to the Company's debt investments. Accordingly, an increase in interest rates would make it easier for the General Partner to meet or exceed the Incentive Allocation hurdle rate and may result in a substantial increase of the amount of the Incentive Allocation payable to the General Partner with respect to pre-Incentive Allocation investment income.

**The Company's Due Diligence May Not Reveal All Factors Affecting an Investment and May Not Reveal Weaknesses in Such Investments.** There can be no assurance that the Manager's due diligence processes will uncover all relevant facts that would be material to an investment decision. Before making an investment, the Manager will assess the strength of the underlying properties and any other factors that they believe are material to the performance of the investment. In making the assessment and otherwise conducting customary due diligence, the Manager will rely on the resources available to them and, in many cases, investigations by third parties.

**There is a Potential for Volatility in Company Distributions in the Fourth Quarter of the Fiscal Year Due to Potential Portfolio Impairments.** The Company earnings and asset value attributable to each Partner in accordance with the Partners' respective percentage ownership interests in the Company may change in the fourth quarter of the fiscal year to account for losses and/or impairments. This may lead to the Company's distributions being adjusted downwards.

**Market and Interest Rate Risks**.

**Portfolio Investment Selection May Not Fulfill Investment Objective**. The General Partner will seek to identify investments that it believes will produce attractive levels of current income for the Partnership. A general description of the process by which the General Partner will seek to identify such investments included elsewhere in this memorandum. In determining whether to make an investment, the General Partner, as indicated elsewhere above, will use whatever factors it deems appropriate. There can be no assurance that the General Partner's analysis in this regard, as implemented, will take into considerations all appropriate factors or appropriately weigh the factors that are considered in its analysis. There can also not be any assurance that the loss made by the Company will not suffer any principal loss or will produce any level of current income or capital appreciation.

**Projections May Have No Relation to Actual Events.** The Partnership may rely upon projections, forecasts or estimates developed by the General Partner, a borrower, or Portfolio Company which the Partnership has made an investment concerning the issuer's future performance and cash flow. Projections, forecasts and estimates are forward-looking statements and are based upon certain assumptions. Actual events are difficult to predict and beyond the Company's control. Actual events may differ from those assumed. Some important factors which could cause actual results to differ materially from those in any forward-looking statements include, among others, changes in interest rates; domestic and foreign economic, business, market, financial or legal conditions. Accordingly, there can be no assurance that estimated returns or projections can be realized or that actual returns or results will not be materially lower than those estimated therein.

**Partnership Investments Are Subject to General Credit and Interest Rate Risk** Debt portfolios are subject to credit and interest rate risk. "Credit risk" refers to the likelihood that an issuer or borrower will default in the payment of principal and/or interest on an instrument. Credit risk also includes the risk that a counterparty to a derivatives instrument (e.g., a swap counterparty) will be unwilling or unable to meet its obligations (see "Counterparty Risk" below). Financial strength and solvency of an issuer or borrower are the primary factors influencing credit risk. In addition, degree of subordination, lack or inadequacy of collateral or credit enhancement for a debt instrument may affect its credit risk. In evaluating the risk of principal loss, the General Partner will take into account such factors as it deems appropriate in particular cases (including, where applicable, credit quality of the issuer and/or counterparty, expected performance of the underlying assets/referenced assets, and structure and level of subordination, if any). Such factors may differ from conventional criteria associated with the quality of investments. In the event that the credit quality of any Portfolio Investment is subsequently determined by the General Partner to have declined, the Partnership will not be required, based on that condition alone, to dispose of any such portfolio investments. Therefore, the General Partner's capabilities in analyzing credit quality and associated risks will be particularly important, and there can be no assurance that the General Partner will be successful in this regard. Interest rate risk refers to the risks associated with market changes in interest rates. In general, rising interest rates will negatively impact the price of fixed rate debt instruments and falling interest rates will have a positive effect on price. Adjustable-rate instruments also react to interest rate changes in a similar manner although generally to a lesser degree (depending, however, on the characteristics of the reset terms, including the index chosen, frequency of reset and reset caps or floors, among other factors). Interest rate sensitivity is generally more pronounced and less predictable in instruments with uncertain payment or prepayment schedules. Declines in market value, if not offset by any corresponding gains on hedging instruments, may ultimately reduce earnings or result in losses to the Partnership.

**Leverage at Borrowing Company Level Increases Partnership's Exposure.** Because the Partnership's investments will cause additional leverage at borrowing companies who may already have leveraged capital structures, such investments will be subject to increased exposure to adverse economic factors such as a rise in interest rates, a downturn in the economy, or further deterioration in the condition of such borrower companies or its industry. In addition, borrowing companies may experience an inability to generate sufficient cash flow to meet principal and interest payments despite our diligence process. Accordingly, the value of the Partnership's investment in such a company could be significantly reduced or even eliminated due to further credit deterioration.

**Lender liability and Equitable Subordination may Impede the Company's Performance.** In recent years, a number of judicial decisions in the U.S. have upheld the right of borrowers to sue lending institutions on the basis of various evolving legal theories (collectively termed "lender liability"). Generally, lender liability is founded upon the premise that an institutional lender has violated a duty (whether implied or contractual) of good faith and fair dealing owed to the borrower or has assumed a degree of control over the

borrower resulting in creation of a fiduciary duty owed to the borrower or its other creditors or shareholders. Because of the nature of certain of the Company's investments, the Company could be subject to allegations of lender liability. In addition, under common law principles that, in some cases, form the basis for lender liability claims, if a lending institution (a) intentionally takes an action that results in the undercapitalization of a borrower to the detriment of other creditors of such borrower, (b) engages in other inequitable conduct to the detriment of such other creditors, (c) engages in fraud with respect to, or makes misrepresentations to, such other creditors or (d) uses its influence as an equity holder to dominate or control a borrower to the detriment of the other creditors of such borrower, a court applying bankruptcy laws may elect to subordinate the claim of the off ending lending institution to the claims of the disadvantaged creditor or creditors, a remedy called "equitable subordination." The Company could be subject to claims from creditors of an obligor that the Company's investments in debt obligations of such obligor should be equitably subordinated. Alternatively, in bankruptcy a court may re-characterize the Company's claims or restructure the debt using "cram down" provisions of the bankruptcy laws.

**Risk of Lack of Knowledge in Distant Geographic Markets.** Although the Company intends to focus its investments in locations with which the General Partner and/or Noble is generally familiar, the Company runs a risk of experiencing underwriting challenges or issues associated with a lack of familiarity in some markets. Each market has nuances and idiosyncrasies that affect values, marketability, desirability, and demand for individual Collateral that may not be easily understood from afar. While the General Partner believes it can effectively mitigate these risks in a myriad of ways, there is no guarantee that investments in geographic markets outside its physical location (or even inside this perceived boundary) will perform as expected.

## IMMEDIATE DILUTION

The offering price is not related to the Company's operating results, assets, independent appraisals, net worth or other financial statement criteria of value. You will experience immediate and material dilution in your investment in the Units. The Company currently has no tangible book value.

## TAX CONSIDERATIONS

The Company intends to be taxed as a partnership under the Internal Revenue Code of 1986, as amended (the "Code").

***As each investor's tax situation is unique, you should consult your own tax advisor regarding the tax impact an investment in the Company will have for you.***

## PLAN OF DISTRIBUTION

We are offering to sell up to 7,500,000 ($7,500,000) Units of Membership Interests of the Company, at $1 per Unit. All of the Units will be fully paid and non-assessable. The offering will terminate 120 days from the date of this Memorandum, unless extended by us in our sole discretion up to 120 additional days. If the Company does not accept a subscription on or before the expiration of 120 days from the date of this Memorandum, subject to our right to extend such date by up to 120 days, the original subscription will be returned unaccepted, and the funds will be returned without interest or deduction. There is no minimum amount of Units that must be sold before we can accept subscriptions and begin using proceeds from investors.

A minimum investment of 25,000 Units ($25,000) is required, unless waived by the Company in its sole discretion. The Company has the right to accept or reject subscriptions, in whole or in part. This offering is made only to "accredited investors" as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act. We may terminate this offering at any time.

The Company has issued the Managing Member 1 Series B Unit of Membership Interests at $1 per Series B Unit.

Our officers and Managers are selling the Units on our behalf, but they will not receive a selling commission or special compensation for offering and selling the Units. However, we reserve the right to engage one or more agents in the future to assist us in selling the Units and to pay such agents a fee or commission and/or to issue to such agent (s warrants to purchase Units of our membership interests. Any such fees and commissions would increase the expense of this offering and reduce our proceeds.

## INVESTOR QUALIFICATIONS

An investment in the Units in this offering is limited to persons who are bona fide residents of the State of Arizona or such other states in which this placement is exempt from registration. Each investor will be required to identify his or her state of residence in the Subscription Agreement and represent that he or she is purchasing the Units for his or her own account and not for the account of, or beneficial interest in, or with the intent to transfer to any person not named therein.

The Units offered hereby have not been registered under the Securities Act or any state securities or "Blue Sky" laws and are being offered pursuant to exemptions from registration. Such exemptions from registration provide that the Company may make sales of the Units offered hereby only to investors who are "accredited investors," as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act. Each investor will be required to represent in the Subscription Agreement that the investor is able to bear the economic risk of the investment in the Units for an indefinite period of time and believes that the investment is suitable for the investor. In addition, investors will be required to make specific representations concerning their status as accredited investors and their individual net worth.

## INDEPENDENT LEGAL ADVICE

We recommend that you obtain independent legal advice as you consider this opportunity to invest in the Company and review this Memorandum and the documents related thereto, including without limitation, the Operating Agreement and the Subscription Agreement. Any legal counsel retained by the Company is not representing you individually and your interests in connection with the Company and thisoffering may now or hereafter be adverse to, or in conflict with, the interests of the Company and its respective members.

## ADDITIONAL INFORMATION

In connection with this offering, you are urged and invited to contact Jessica Contreras with any questions you may have. We will make additional information and documents regarding the Company available to you for your review and inspection including certain financial projections, as well as other documents referred to or described herein. You may contact Jessicaat:

Jupiter Logix Qualified Opportunity Fund I, LLC
ATTN: Jessica Contreras
236 S. Scott Ave. #140
Tucson, AZ 85701
mail@jupiterlogx.com
https://jupiterqoz.com

## SUBSCRIPTION PROCEDURE

If you are interested in investing in the Company, please complete, sign, and return the Subscription Agreement enclosed as Exhibit A together with a check or wire for the full purchase price of your Units made payable to "Jupiter Logix Qualified Opportunity Fund I, LLC" Mail, e-mail, or DocuSign your signed Subscription Agreement and check to Jupiter Logix Qualified Opportunity Fund I, LLC at the address listed above.

# EXHIBIT A

## SUBSCRIPTION AGREEMENT

**INVESTOR QUESTIONNAIRE**
**for Jupiter Logix Qualified Opportunity Zone Fund I, LLC**

**1. SUBSCRIPTION AMOUNT**

_____ units at $1.00 per unit.

Total commitment: _____

**2. SUBSCRIBER INFORMATION**

Subscriber's legal name:

_____

[ ] Individual
[ ] Joint tenancy with right of survivorship [ ]
Other joint ownership
[ ] Tenancy in common
[ ] Trust (except employee benefit trust or IRA)
Email address
Phone number

[ ] Partnership [ ] Corporation [ ] LLC
[ ] 501(c)(3) organization
[ ] Employee benefit plan or trust (including IRA) [ ]
Other

Is this subscriber a U.S. person [ ]Yes [ ] No

Tax ID(SSN): _____

Citizenship [ ] United States

Mailing address

_____

_____

Domicile address [ ]Same as mailing address

_____

_____

**3. DISTRIBUTION PAYMENTS**

Distributions for this investment should be paid by
[ ] Wire transfer

to:
**Beneficiary**
Beneficiary name
JUPITER LOGIX QUALIFIED OPPORTUNITY FUND I LLC

Beneficiary address
**236 S SCOTT AVE STE 140**
**TUCSON, Arizona 85701 United States**
Account number:
**8465537275**

ABA/RTN number
**121000248**

Reference to beneficiary:
**JUPITER LOGIX QUALIFIED OPPORTUNITY FUND I LLC**

Beneficiary bank name
**Wells Fargo**

Bank address
**6920 E Sunrise Drive**
**Tucson, Arizona 85750 United States**

**4. ACCREDITED INVESTOR**

This section confirms whether the subscriber is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the U.S. Securities Act of 1933, as amended (the **"Securities Act"**). Please check all boxes below that describe the subscriber at the time of the offer and sale of the securities to subscriber:

INDIVIDUALS FINANCIAL CRITERIA (i.e. natural persons)
[ ] 1. A natural person whose Net worth over $1 million, excluding primary residence (individually or with spouse or partner).

[ ] 2. A natural person who had an individual Income over $200,000 (individually) or $300,000 (with spouse or partner) in each of the prior two years, and reasonably expects the same for the current year.

INDIVIDUALS PROFESSIONAL CRITERIA (i.e. natural persons)

[ ] 3. Investment professionals in good standing holding the general securities representative license (Series 7), the investment adviser representative license (Series 65), or the private securities offerings representative license (Series 82)

[ ] 4. Directors, executive officers, or general partners (GP) of the company selling the securities (or of a GP of that company)

[ ] 5. For investments in a private fund, “knowledgeable employees” of the fund

ENTITIES FINANCIAL CRITERIA

[ ] 6. Investments Criteria: Entities owning investments in excess of $5 million

[ ] 7. Assets Criteria: The following entities with assets in excess of $5 million: corporations, partnerships, LLCs, trusts, 501(c)(3) organizations, employee benefit plans, “family office” and any “family client” of that office

[ ] 8. Investment Advisers Criteria: Investment advisers (SEC- or state-registered or exempt reporting advisers) and SEC-registered broker-dealers

[ ] 9. Financial Entities Criteria: A bank, savings and loan association, insurance company, registered investment company, business development company, or small business investment company or rural business investment company
.[ ] None of the above descriptions apply to the subscriber.

**5. QUALIFIED PURCHASER**

This section confirms whether the subscriber is a "qualified purchaser" within the meaning of the U.S. Investment Company Act of 1940 (the "Act"), as amended. Please check all boxes below that describe the subscriber:

[ ] **A natural person** (including any person who holds a joint, community property, or other similar shared ownership interest in an issuer that is excepted under 15 U.S.C § 80a–3(c)(7) with that person's qualified purchaser spouse) who owns not less than $5,000,000 in investments, as defined by the Securities and Exchange Commission.

[ ] **A company** that owns not less than $5,000,000 in investments and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons.

[ ] **Any trust** that is not covered by the previous category and that was not formed for the specific purpose of acquiring the securities offered, as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a "qualified purchaser" described by one of the categories in this section.

[ ] **A person** acting for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis, not less than $25,000,000 in investments.

[ ] **A qualified institutional buyer (QIB)** as defined in Rule 144A under the Securities Act of 1933, as amended, acting for its own account, the account of another QIB, or the account of a qualified purchaser, provided that the subscriber is not (1) a dealer described in Rule 144A(a)(1)(ii), that owns and invests on a discretionary basis less than $25,000,000 in securities of issuers that are not affiliated persons of the dealer, or (2) a plan referred to in Rule 144A(a)(1)(i)(D) or (E), or a trust fund referred to in Rule 144A(a)(1)(i)(F) that holds the assets of such a plan, the investment decisions with respect to which are made by the beneficiaries of the plan, unless the investment decision to invest in the Fund is made solely by the fiduciary, trustee, or sponsor of such plan.

[ ] **A company** in which each beneficial owner of the company's securities is a qualified purchaser.

[ ] None of the above descriptions apply to the subscriber.

**6. COMMUNICATIONS**

Who should receive communications for this subscriber, and what types of communications should they receive?

_____

_____

[✓] Capital call
[✓] Distribution
[✓] Offering materials
[✓] Miscellaneous
[✓] Newsletter
[✓] Quarterly report/audit
[✓] Tax

SIGNATURE PAGE
for Jupiter Logix Qualified Opportunity Zone Fund I, LLC Investor questionnaire

By: _____

Name: _____

Date: _____

**JOINDER, CONSENT AND ASSUMPTION AGREEMENT**

**THIS JOINDER, CONSENT AND ASSUMPTION AGREEMENT** (this "Joinder"), is made and entered into effective as of the date below, by and between the undersigned_____(the "Member") and Jupiter Logix Qualified Opportunity Zone Fund I, LLC, an Arizona limited liability company (the "Fund" or "Company").

**WHEREAS**, the Company and all of its members have entered into or will enter into that certain Operating Agreement, the form of which is attached to that certain Confidential Private Placement Memorandum of the Company (the "Operating Agreement"), governing the rights of the members of the Company and imposing certain restrictions on the transfer of the Company's Units of Membership Interests; and

**WHEREAS**, in compliance with the requirements of the Operating Agreement, the Member has agreed to be bound by and comply with the terms and provisions of the Operating Agreement.

**NOW THEREFORE**, in consideration of the agreements set forth herein and in the Operating Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member hereby agrees with the Company as follows:

1. The Member hereby agrees and consents (a) to join in and be bound by and comply with all of the terms, conditions, covenants and obligations of a "Member" set forth in the Operating Agreement; and (b) that the term "Member," as used in the Operating Agreement, shall include the Member for all purposes thereof.

2. The Member represents and warrants to the Company that (a) this Joinder has been duly executed and delivered by the Member, and when it is executed by the Company, it will constitute the legal, valid and binding obligation of the Member, enforceable in accordance with its terms; (b) if the Member is a trust, it is duly formed and, if applicable, it is in good standing in its jurisdiction of incorporation and is qualified to do business and, if applicable, it is in good standing in those jurisdictions where necessary in order to carry out the purposes of this Joinder and the Operating Agreement; (c) the Member has the capacity to enter into and perform this Joinder and the Operating Agreement and all transactions contemplated herein and therein and that any and all consents required to authorize the Member to enter into and perform this Joinder and the Operating Agreement have been properly taken or obtained; and (d) the Member will not breach any other agreement or arrangement by entering into or performing this Joinder or the Operating Agreement.

3. Governing Law. This Joinder shall be governed by and construed in accordance with the internal laws of the State of Arizona.

**IN WITNESS WHEREOF**, the undersigned have executed this Joinder effective as of the_____day of_____, 20__.

**Member**:

Individual:_____

_____
Signature

_____
Printed Name

_____
Signature (if applicable)

_____
Printed Name (if applicable)

Entity:_____

_____
Name of Entity Typed or Printed

_____
Signature of Authorized Person

_____
Name Typed or Printed

Its:_____

_____
Title Typed or Printed

**SIGNATURES**

**Individual Subscriber(s):**

| | |
|---|---|
| Dated:_____ | Dated: _____ |
| X_____<br>Signature | X_____<br>Signature of Second Individual (if applicable) |
| _____<br>Name (Typed or Printed) | _____<br>Name (Typed or Printed) |
| _____<br>Social Security Number | _____<br>Social Security Number |
| (____)_____<br>Telephone Number | (_____)_____<br>Telephone Number |
| _____<br>Residence Street Address | _____<br>Residence Street Address |
| _____<br>City, State & Zip Code<br>(Must be same state as in item 1) | _____<br>City, State & Zip Code<br>(Must be same state as in item 1) |
| _____<br>Mailing Address<br>(Only if different from residence address) | _____<br>Mailing Address<br>(Only if different from residence address) |
| _____<br>City, State & Zip Code | _____<br>City, State & Zip Code |
| _____<br>Email address | _____<br>Email address |

**Individual Subscriber Type of Ownership:**

The Units subscribed for are to be registered in the following form of ownership (check one):

☐ Individual Ownership

☐ Joint Tenants with Right of Survivorship (both parties must sign). Briefly describe the relationship between the parties (e.g., married). _____

☐ Tenants in Common (both parties must sign). Briefly describe the relationship between the parties (e.g., married). _____

**ACCEPTANCE**

This Subscription Agreement is accepted by Jupiter Logix Qualified Opportunity Fund I, LLC

☐ the number of Units set forth in item 2.a.; or as to: Jupiter Logix Qualified Opportunity Fund I, LLC

☐ ___Units.

**Jupiter Logix Qualified Opportunity Fund I, LLC**

Dated:_____, 20__

By: Jupiter Logix, Inc., its Managing Member

By:_____
Name:

Its: Manager

**IN WITNESS WHEREOF**, the foregoing Operating Agreement of Jupiter Logix Qualified Opportunity Fund I, LLC was executed by the Company, the Members and the Manager to be effective as of the Effective Date.

**Company:**

**Jupiter Logix Qualified Opportunity Fund I LLC**
an Arizona limited liability company

by: Jupiter Logix, Inc.

_____, its Manager

By:_____,

_____, Director

**Manager:**

By: Jupiter Logix, Inc.

_____, its Manager

By:_____,

_____, Director

# EXHIBIT B

# OPERATING AGREEMENT

**THE SECURITIES REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE PARTNERSHIP, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED. ANY TRANSFER OF THE SECURITIES REPRESENTED BY THIS AGREEMENT IS FURTHER SUBJECT TO OTHER RESTRICTIONS, TERMS, AND CONDITIONS THAT ARE SET FORTH HEREIN.**

# OPERATING AGREEMENT OF
# Jupiter Logix Qualified Opportunity Fund I LLC

This Operating Agreement is made effective as of October 11, 2021, by and among the parties listed on the signature pages hereof, with reference to the following facts:

A. On September 15, 2021, Certificate of Formation for Jupiter Logix Qualified Opportunity Fund I, LLC (the "Company"), a limited liability company under the laws of the State of Arizona, were filed with the Arizona Secretary of State.

B. The parties desire to adopt and approve an Operating Agreement for the Company.

NOW, THEREFORE, the parties (hereinafter sometimes collectively referred to as the "Members," or individually as the "Member") by this Agreement set forth the operating agreement for the Company under the laws of the State of Arizona upon the terms and subject to the conditions of this Agreement.

## ARTICLE I ORGANIZATIONAL MATTERS

### 1.1 Organization.

1.1.1 The Company was formed on September 15, 2021, upon the filing of its Certificate of Formation. Jupiter Logix Qualified Opportunity Fund I, LLC, an Arizona limited liability company, formed on September 15, 2 02 1 was designated as Manager of the Company in the Certificate of Formation. The Manager shall execute, acknowledge, file, record and publish such certificates and documents, as may be required by this Agreement or by law in connection with the formation and operation of the Company.

1.1.2 The parties hereto agree that the Company shall be a limited liability company pursuant to and in accordance with the LLC Act (as defined below), and that the Members of the Company shall be the persons so identified in this Agreement. The parties further agree to the execution, filing, publishing and recording by the Manager, on behalf of the Company, of such other certificates and such instruments, notices and documents, and to the performance of such acts, as maybe necessary or appropriate from time to time to comply with all applicable requirements for the existence, continuation and/or operation of the Company under the laws of, and the ownership and operation of its properties in, and the carrying out of its activities in, the State of Arizona, and, to the extent applicable, in other jurisdictions.

1.1.3 The parties agree that the operation of the Company and the relationship of the Members with respect to the Company shall be governed by this Agreement and the LLC Act.

**1.2 Name.** The name of the Company is Jupiter Logix Qualified Opportunity Fund I, LLC or such other names as the Manager may subsequently select. The Company may conduct its business under such assumed names as the Manager may select from time to time.

**1.3 Offices; Agent for Service of Process.** The registered office, which the Company is required to maintain under the LLC Act, shall be located at 236 S. Scott Ave. #140, Tucson AZ 85701 or at such other place as may be designated from time to time by the Manager. The Company may have a principal office in such other location, and may maintain such other offices, as the Manager may designate from time to time, including offices in other states.

**1.4 Term.** The term of the Company began on the date the Certificate of Formation were filed with the state of Arizona on September 15, 2021. The Company shall continue until, and the Company shall dissolve on, the first to occur of: (i) the sale or other disposition of, or any other event(s) that results in the Company's ceasing to have any interest in, the Opportunity Zone Projects, unless such event(s) result in the acquisition of receivables by the Company, in which case, at the option of the Manager, the Company shall continue until all such receivables have been collected; (ii) the occurrence of any event which would, under the LLC Act (notwithstanding the provisions of this Agreement) or under the

terms of this Agreement, result in the dissolution of the Company; (iii) Majority Member Consent (as hereinafter defined) to dissolve the Company; and (iv) the date that is ten years from the Final Admission Date (as defined below), except that the Manager in its discretion may extend the term for (a) three additional one-year periods following such date if necessary for an orderly liquidation of the Company's investments, or (b) such period as any covenant or restriction requires which is contained in loan agreements or other obligations to which the Company or the Opportunity Zone Projects are subject.

**1.5 Title to Company Property.**

1.5.1 All property of the Company, whether real or personal, tangible or intangible, shall be acquired, held and disposed of in the name of the Company or its designated nominee.

All contracts of the Company shall be made, all instruments and documents shall be executed, and all acts of the Company shall be done, in the name of the Company.

1.5.2 Each Member shall have and own an undivided interest in the Company in accordance with the terms hereof; provided, however, that no Member shall have any specific ownership interest in any Company contracts, property, or other assets, and shall not hold any Company contracts, property, or other assets in his/her/its individual name. Each Member acknowledges that his/her/its Interest is and shall continue to be personal property for all purposes. Each Member hereby waives any right to partition of Company property.

**1.6 Definitions.** The following capitalized terms shall have the following meanings, unless the context clearly indicates a different meaning:

**"Actions and Decisions"** is defined in Section 5.1.2.

"**Adjusted Capital Account**" is defined in Section 4.1.4(i).

"**Affiliate**" means: (i) with respect to any individual, any member of such individual's Immediate Family and/or a Family Trust with respect to such individual, and any organization in which such individual and/or his/her Affiliate(s) own, directly or indirectly, more than 25% of any class of Equity Security or of the aggregate Beneficial Interest of all beneficial owners, or in which such individual or his/her Affiliate is the sole general partner, managing general partner or sole manager, or which is controlled by such individual and/or his/her Affiliates, directly or indirectly; and (ii) with respect to any person (other than an individual), any person (other than an
individual) which controls, is controlled by, or is under common control with, such person, and any individual who is the sole general partner, sole managing general partner, sole manager, a trustee of, or who directly or indirectly controls, such person.

"**Agreement**" is defined in the introductory paragraph of this Agreement.

"**Certificate of Formation**" is defined in Recital A.

"**Available Cash**" means the excess of the Company's cash and cash equivalents over the amount of cash needed by the Company, as determined by the Manager in its sole discretion, to (i) service its debts and obligations (contingent or otherwise) to any person (including, without limitation, to any Member or his/her/its Affiliate), in accordance with their terms, (ii) maintain adequate capital and reserves for, by way of example and not of limitation, working capital and reasonably foreseeable needs of the Company, and
(iii) conduct its business and carry out its purposes.

"**Bankruptcy**," as to any person, means (i) applying for or consenting to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator, or the like of itself or of all or a substantial portion of his/her/its assets, (ii) admitting in writing his/her/its inability, or being generally unable or deemed unable under any applicablelaw, to pay his/her/its debts as such debts become due, (iii) convening a meeting of creditors for the purpose of consummating an out-of-court arrangement, or entering into a composition, extension, or similar arrangement, with creditors in respect of all or a substantial portion of his/her/its debts, (iv) making a general assignment for the benefit of his/her/its creditors, (v) placing himself/herself or allowing himself/herself to be placed, voluntarily or involuntarily, under the protection of the law of any jurisdiction relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) taking any action for the purpose of effecting any of the foregoing, or (vii) if a proceeding or case shall be commenced against such person in any court of competent jurisdiction, seeking (a) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts, of such person, (b) the appointment of a trustee, receiver, custodian, administrator, liquidator, or the like of such person or of all or a substantial portion of such person's assets, or (c) similar relief in respect of such person under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case shall continue undismissed for a period of 90 days, or an

order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of 60 days, or an order for relief or other legal instrument of similar effect against such person shall be entered in an involuntary case under such law and shall continue for a period of 60 days.

"**Beneficial Interest**" means an interest, whether as partner, member, joint venturer, *cestui que trust*, or otherwise, a contract right or a legal or equitable position under or by which the possessor participates in the economic or other results of the business organization to which such interest, contract right, or position relates.

"**Book Value**" is defined in Section 3.3.2.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which banks are authorized or required by law to be closed.

"**Capital Contribution**" means, with respect to each Member, at any point in time the total amount of money and the initial book value of any property other than money that such Member has contributed, through that point in time, to the capital of the Company as set forth opposite his/her/its name on Schedule I hereto. Any reference to the Capital Contribution of a Member shall include the Capital Contribution of a predecessor holder of the Interest of such Member.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Communications**" is defined in Section 10.1.1.

"**Company**" is defined in Recital A.

"**Control**" (and its correlative terms "**controlled by**" and "**under common control with**") means with respect to any corporation, partnership, limited liability company, trust or other business organization, possession, directly or indirectly, by the applicable individual or individuals of the power to direct or cause the direction of the management and policies thereof, whether through the ownership of voting securities, by contract, or otherwise.

"**Day**" or "**days**" means each calendar day, including Saturdays, Sundays and legal holidays, or two or more of them, as the context requires; provided, however, that if the day in which a period of time for consent or approval or other action ends is not a BusinessDay, such period shall end on the next Business Day.

"**Default Rate**" means a per annum rate equal to the prime rate published from time to time in the Wall Street Journal plus 4%, or the highest rate permitted by law, whichever is less.

"**Depreciation**" means for each fiscal year of the Company or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable under the Code with respect to an asset for such year or other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Book Value using any reasonable method selected by the Manager.

"**Disabled Member**" is defined in

Section 6.6.1(ii). "**Disabling Event**" is defined in

Section 6.6.1(i).

"**Equity Security**" has the meaning ascribed to it in the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Fair Market Value**" is defined in Section 5.7.1.

"**Family Trust**" means, with respect to any individual, a trust for the benefit of such individual or for the benefit of any member or members of such individual's Immediate Family (for the purpose of determining whether or not a trust is a Family Trust, the fact that one or more of the beneficiaries but not the sole beneficiary of the trust includes a person or persons, other than a member of such individual's Immediate Family, entitled to a distribution after the death of the settlor if he, she, it or they shall have survived the settlor of such trust, which distribution is to be made of something other than an

Interest and/or includes an organization or organizations exempt from federal income tax pursuant to the provisions of Code § 501(a), and Code § 501(c)(3) shall be disregarded); provided, however, that in respect of transfers by way of testamentary or *inter vivos* trust the trustee or trustees shall be solely such individual, a member or members of such individual's Immediate Family, a responsible financial institution, an attorney that is a member of the bar of any State in the United States, or an individual or individuals approved by the Manager.

"**Final Admission Date**" is defined in Section 3.1.3(ii).

"**Good Cause for Removal**" is defined in Section 5.3.2(i).

"**Immediate Family**" means, with respect to a person, (i) such person's spouse, (ii) such person's parents and grandparents, and (iii) ascendants and descendants (natural or adoptive, of the whole or half-blood) of such person's parents or of the parents of such person's spouse.

"**Indemnified Party**" is defined in Section 9.1.

"**Interest**" means, with respect to each Member, all of such Member's right, title and interest in and to the Company, and in the property, assets and capital thereof, as well as his/her/its share in the Profits, Losses, items of income, gain, expense and distributions of the Company allocable under the provisions of this Agreement, and the Member's right of consent, approval and the like as and to the extent provided in this Agreement. Interests may also be referred to as "Series A Units," and "Series B Units" in the Company.

"**Interim Admission Date**" is defined in Section 3.1.3(ii).

"**Internal Rate of Return**" or "**IRR**" means that rate at which the net present value of all cash flows from an investment equal zero. The Manager shall have the discretion to determine the appropriate means to calculate the Internal Rate of Return, including but not limited to using the Microsoft Excel XIRR function or other similar computational software or mechanism.

"**Liquidator**" is defined in Section 8.1.1.

"**LLC Act**" means the Arizona Limited Liability Company Act, as amended or restated from time to time (or any successor law).

"**Losses**" is defined in Section 3.3.3.

"**Manager**" is defined in Section 5.1.1.

"**Majority Member Consent**" means the consent of the holders of more than 50% of the aggregate Percentage Interests held by all Members.

"**Member**" or "**Members**" is defined in the introductory paragraph of this Agreement, and consists of those parties, if any, identified on Schedule I hereto as Members.

"**Member Distributions**" is defined in Section 4.3.1."**Net Offering Proceeds**" is defined in Section 5.7.1.

"**Offering**" means the offering by the Company to prospective investors of ownership interests to become Members of the Company pursuant to the Private Placement Memorandum.

"**Opportunity Zone(s)**" means those certain low-income communities within the United States and its possessions designated "Opportunity Zones" under the Tax Cuts Act (defined below) wherein investors will receive federaltax benefits for the investment of private capital.

"**Opportunity Zone Project**" is defined in Section 2.1. "**Partnership Representative**" is defined in Section 4.8.

"**Percentage Interest**" is defined in Section 3.1.5.

"**Person**" means any natural person, partnership (general or limited), corporation, joint stock company, limited liability company, joint venture, business trust, cooperative association, or other form of business organization, whether or not regarded as a legal entity under applicable law, trust (inter vivos or testamentary) or governmental authority, and "**persons**" means two or more of them, as the context requires.

"**Private Placement Memorandum**" means the confidential private placement memorandum, together with any supplements or amendments thereto, to be prepared in connection with the Offering.

"**Proceeding**" is defined in Section 9.2.1."**Profits**" is defined in Section 3.3.3.

"**Regulations**" means the Income Tax Regulations promulgated under the Code as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"**Resignation**" is defined in Section 5.3.1.

"**Securities Act**" means the federal Securities Act of 1933, as amended or restated from time to time (or any successor law).

**"Series A Members"** represent those Members investing eligible capital gains dollars with the intention to benefit from the Tax Cuts Act.

**"Series B Member"** is the Managing Member**.**

**"Series A Units"** are those units represented by the Series A Members. **"Series B Units"** are those units represented by the Managing Member. "**Successor**" is defined in Section 6.6.1(iii).

"**Supermajority Member Consent**" means the consent of the holders of more than 66.67% of the aggregate Percentage Interests held by all Members

"**Tax Cuts Act**" means Public Law 115-97, enacted into law on December 22, 2017, commonly known as the Tax Cuts and Jobs act.

"**Tax Rate**" is defined in Section 4.4.

"**Third Party**" means a person who is neither a Member nor an Affiliate of a Member.

"**Total Capital**" is defined in Section 4.1.4(ii).

"**Total Capital Contribution**" is defined in Section 3.1.3(i).

"**Transfer**", with regard to an Interest, means any assignment, sale, transfer, conveyance, encumbrance, pledge, granting of an option or proxy, or other disposition or act of alienation, whether voluntary or involuntary, or entering into any agreement providing for any of the foregoing.

"**Unreturned Capital Contribution**" means, at any point in time, with respect to any Member, the excess of the Capital Contribution of such Member contributed to date, over the amounts theretofore distributed to him/her/it under Sections 4.3 or 8.1 as a return of his/her/its Capital Contribution.

"**USA Patriot/Freedom Act**" refers to the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, and the Uniting and Strengthening America by Fulfilling Rights and Ending Eavesdropping, Dragnet- collection and Online Monitoring Act, enacted June 5, 2015, collectively.

## ARTICLE II PURPOSES AND POWERS

**2.1 Purposes.** The parties to this Agreement have organized the Company pursuant to the LLC Act and in accordance with this Agreement, for the purposes of investing at least ninety percent (90%) of the Company's assets in qualified opportunity zone property (which includes qualified opportunity zone stock, qualified opportunity zone partnership interests, or qualified opportunity zone business property) and qualifying as a qualified opportunity fund, as such terms are defined and more particularly described in Section 1400Z-2 of the Code, including:

(i) investing in, and holding ownership interests in the Jupiter Logix, Inc. within a n Opportunity Zone ("Opportunity Zone Project"), and exercising all rights and powers of, and carrying out all obligations of, an owner of Opportunity Zone Projects;

(ii) selling, conveying, exchanging, transferring, or otherwise disposing of Opportunity Zone Projects or any portion thereof or any interest therein;

(iii) providing financing (whether unsecured or secured by security interests in real property and/or membership interests in entities that own real property), and taking any and all actions relating to the administration of such financing (including, but not limited to, altering, modifying, extending, reducing, settling and taking any and all actions deemednecessary and/or desirable to enforce repayment of loans made by the Company (*e.g.*, commencing foreclosures, trustee's salesand asset sales); and

(iv) engaging in and performing any other lawful business activities and exercising any powers permitted to be exercised by limited liability companies formed under the LLC Act, including, but not limited to those that are related or incidental to the purposes set forth in items (i) through (iii) hereof, or necessary, incidental or related to the foregoing.

**2.2 Powers.** The Company shall have all such powers as are necessary or appropriate to carry out its purposes as described in Section 2.1 hereof. Except as expressly and specifically provided in this Agreement, no Member shall have any authority to act for, bind, commit, or assume any obligation or responsibility on behalf of the Company, its properties, or the other Members. No Member, in his/her/its capacity as a Member under this Agreement, shall be responsible or liable for any indebtedness or obligation of any other Members, nor shall the Company be responsible or liable for any indebtedness or obligation of any Member, incurred either before or after the execution and delivery of this Agreement by such Member, except as to those responsibilities, liabilities, indebtedness, or obligations incurred pursuant to and as limited by the terms of this Agreement or incurred pursuant to the LLC Act.

## ARTICLE III MEMBERS AND FUNDING

**3.1 Members' Capital Contributions, Delivery of Capital Contributions and Percentage Interests.**

3.1.1 The Manager is hereby authorized to offer, on behalf of the Company, ownership interests in the Company from time to time to investors who agree to make cash contributions to the Company, and to admit such persons as Members, as well as to make rescissions of any such admittances. The terms and conditions of the admission of Members to the Company (including the amount of the cash Capital Contribution of each Member) shall be determined by the Manager. As the Manager admits particular Members to the Company, it shall fill out and attach to this Agreement a revised Schedule I (identifying the investors admitted as Members), which revised Schedule I shall thereupon be deemed to be part of this Agreement and which shall amend and supersede any previous Schedule I theretofore attached to this Agreement. A Member shall be deemed to have been admitted as a Member of the Company at such time as he/she/it has satisfied the conditions for admission established by the Manager from time to time, including compliance with Section 3.1.2 below,

having made its initial installment of cash contribution and executed a *Counterpart Member Signature Page* (in the form attached hereto), and the Manager has accepted such Member under the Company's Offering and has updated Schedule I to this Agreement listing him/her/it as a Member.

3.1.2 In connection with his/her/its admission to the Company, each Member shall contribute cash to the capital of the Company in the total amount set forth opposite his/her/its name on Schedule I (in each case, his/her/its "Capital Contribution"). The Manager shall have discretion to allow deferred payment of part or all of any Member's Capital Contribution after admission to the Company. No Member shall be obligated to contribute to the Company any amount in excess of his/her/its Capital Contribution, except that a Member shall be obligated to repay to the Company the amount of any distributions theretofore made to him/her/it by the Company (up to the contributed portion of his/her/its Capital Contribution), as and to the extent the Manager determines the Company requires such funds to satisfy operating deficits. Each Member's contributions of his/her/its Capital Contribution shall be payable in cash or in immediately available funds bywire transfer to a Company account designated by the Manager.

3.1.3 The Manager shall admit investors as Members at the following times:

(i) The Manager shall admit the initial group of Members at such time as it has received acceptable subscriptions from one or more investors undertaking to make Capital Contribution (the date of such admission being referred to herein as the "Initial Admission Date"). The total Capital Contribution of all Members admitted to the Company are referred to in this Agreement as the "Total Capital Contribution."

(ii) The Manager may admit investors as Members from time to time after the Initial Admission Date (each such interim admission date being referred to as an "Interim Admission Date"), until the final admission date (the "Final Admission Date") which shall be the date as the Manager shall determine.

3.1.4 Member Capital Contributions shall be used to satisfy the costs of organizing the Company and admitting Members, investing in Opportunity Zone Projects, paying financing- related expenses, funding repairs and improvements, establishing reserves and otherwise satisfying Company obligations and carrying out its purposes.

3.1.5 The Percentage Interest ("Percentage Interest") of each Member herein shall be the result of the numerator of which is that Member's Capital Contribution and the denominator of which is the sum of all Members' Capital Contributions.

**3.2 Return of Capital Contributions; No Interest on Capital Contributions or Capital Accounts.** No Member shall have the right to withdraw his/her/its Capital Contribution or to demand or receive the return of his/her/its Capital Contribution, or any portion thereof, except as otherwise expressly provided in this Agreement. To the extent that any Member shall ever have the right to withdraw or to be repaid his/her/its Capital Contribution, no Member shall be personally liable or responsible for the return of such Capital Contribution, and any such return shall be made solely from the assets of the Company.

**3.3 Capital Accounts.**

3.3.1 The Company shall establish and maintain a separate capital account ("Capital Account") for each Member, including a substituted member who shall, pursuant to the provisions hereof, acquire an Interest, which Capital Account shall be:

(i) credited with the amount of cash and the initial Book Value (net of liabilities secured by such contributed property that the Company assumes or takes subject to) of any other property contributed by such Member to the capital of the Company, such Member's distributive share of Profits, and any items of income or gain that are allocated to such Member pursuant to Section
4.1 hereof; and

(ii) debited with the amount of cash and the Book Value (net of liabilities secured by such distributed property that such Member assumes or takes subject to) of any Company property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses, and any items of expense or loss that are allocated to such Member pursuant to Section 4.1 hereof.

In the event that a Member's Interest or a portion thereof is transferred in accordance with the provisions of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent that it relates to the Interest or portion thereof so transferred.

In the event that the Book Values of Company assets are adjusted as described below in Section 3.3.2(ii) hereof, the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustments as if the Company recognized gain or loss for federal income tax purposes equal to the amount of such aggregate net adjustment.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations § 1.704-1(b) and shall be interpreted and applied as provided in such Regulations. In accordance with § 1.704- 1(b)(2)(iv)(q) of the Regulations, each Member's Capital Account shall be adjusted in a manner that maintains equality between the aggregate of all of the Members' Capital Accounts and the amount of capital reflected on the Company's balance sheet as computed for book purposes.

3.3.2 For the purpose of this Agreement, the term "Book Value" means, with respect to any asset, such asset's adjusted basis for federal income tax purposes, except:

(i) the initial Book Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset;

(ii) the Book Values of all Company assets may, at the election of the Manager, be adjusted to equal their respective gross fair market values, as determined by the Manager, as of the following times: (A) the acquisition from the Company, in exchange for more than a de minimis capital contribution, of an Interest by an additional Member or of an additional Interest by an existing Member; (B) the distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an interest in the Company; and (C) the liquidation of the Company within the meaning of Regulations § 1.704-1(b)(2)(ii)(g) provided that there is an in-kind distribution of property or an installment sale of Company assets;

(iii) if the Book Value of an asset has been determined or adjusted as provided in item (i) or (ii) hereof, such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses; and

(iv) the Book Value of any Company asset distributed to any Member shall be the gross fair market value of such asset on the date of distribution.

3.3.3 For the purpose of this Agreement, the terms "Profits" and "Losses" mean, for each fiscal year of the Company or other period, the Company's taxable income or loss for such fiscal year or other period, determined in accordance with Code § 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code § 703(a)(1) shall be included in taxable income or loss), adjusted as follows:

(i) any tax-exempt income of the Company described in Code § 705(a)(1)(B) and not otherwise taken into account in computing Profits or Losses pursuant to this Section 3.3.3 shall be added to such taxable income or loss;

(ii) any expenditures of the Company described in Code § 705(a)(2)(B) or treated as Code § 705(a)(2)(B) expenditures pursuant to Regulations § 1.704- 1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section 3.3.3 shall be subtracted from such taxable income or loss;

(iii) in lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period;

(iv) any gain or loss realized by the Company on the sale or other disposition of any property or asset of the Company shall be computed by reference to the Book Value of such property or asset, notwithstanding that its Book Value differs from its adjusted tax basis; and

(v) any items that are specially allocated pursuant to Sections 4.1.2 or 4.1.3 hereof or allocated solely for tax purposes pursuant to Section 4.2 hereof, shall not be taken into account in computing Profits or Losses.

3.3.4 Except as expressly provided in this Agreement, no Member shall (i) have the right to withdraw any part of his/her/its Capital Account or to demand or receive the return of his/her/its capital contributions, or any part thereof, or to

receive any distributions from the Company, (ii) be entitled to make any contribution to the capital of, or any loan to, the Company, or (iii) have any liability for the return of any other Member's Capital Account or contributions to the capital of the Company.

**3.4 Company Loans.** The Company may borrow funds from lenders from time to time to satisfy contractual commitments or other obligations, to fund operations or to otherwise carry out the purposes of the Company. Such obligations may be secured by security interests in and/or liens upon the assets of the Company. The Manager or its Affiliate may be the lender with respect to any of such

loans (although neither the Manager nor any Affiliate shall be obligated to make any such loans). Any loans made by the Manager or its Affiliate shall be on such commercially reasonable terms and conditions as may be approved by the Manager in the exercise of its sole discretion, and shall, at the election of the Manager, provide for repayment of principal and interest in full prior to any distributions pursuant to Sections 4.2 or 8.1, or otherwise. All loans from Members shall be liabilities of the Company, shall be treated by the Company as loans from unrelated persons for all purposes, but shall be nonrecourse to the Members of the Company.

## ARTICLE IV
## ALLOCATIONS AND DISTRIBUTIONS; ACCOUNTING MATTERS

**4.1 Allocations.**

4.1.1 After giving effect to the allocations set forth in Sections 4.1.2 and 4.1.3 below, items of income, gain, expense or loss includable in Profit or Loss for any fiscal year shall be allocated among the Members so that, at the end of such year, the Capital Account of each Member is, as nearly as possible, positive in the amount that the Company would distribute to such Member if the Company were to distribute any surplus (positive balance) in Total Capital among the Members in accordance with Section 4.3.1 below; provided, however, that no Losses or item of expense or loss shall be allocated to any Member for any fiscal year to the extent that such allocation would create or increase a deficit in such Member's Adjusted Capital Account (as hereinafter defined).

4.1.2 After giving effect to the allocations set forth in Section 4.1.3 below, items of gross income and gain shall be allocated to each Member in an amount and manner sufficient to eliminate, as quickly as possible, any deficit in such Member's Adjusted Capital Account to the extent that such deficit is created or increased by any unexpected adjustments, allocations or distributions described in Regulations §§ 1.704-1(b)(2)(ii)(d)(4)-(6). This Section 4.1.2 and the provisions of Section 4.1.1 are intended to comply with the "alternate test for economic effect" in Regulations § 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

4.1.3 If, for a fiscal year, there is an increase in the amount by which any liability of the Company exceeds the assets of the Company which are subject to such liability (as determined under Regulations § 1.704-2(d)(2)(ii)), such that there is a net increase in "partnership minimum gain" or "partner nonrecourse debt minimum gain" of the Company, then (i) any "nonrecourse deductions" related to an increase in "partnership minimum gain" for such year shall be allocated among the Members pro rata, based upon their Percentage Interests, and (ii) any "partner nonrecourse deductions" related to an increase in "partner nonrecourse debt minimum gain" shall be allocated in accordance with Regulations § 1.704- 2(e). If, for any fiscal year, there is a decrease in the amount by which any liability of the Company exceeds the assets of the Company subject to suchliability (as determined under Regulations § 1.704-2(d)(2)(ii)), then (i) each Member shall be specially allocated gross income in the amount of such Member's share of any net decrease in "partnership minimum gain" in accordance with Regulations § 1.704-2(f), and (ii) each Member shall be specially allocated gross income in the amount of such Member's share of any net decrease in "partner nonrecourse debt minimum gain" as and to the extent required by Regulations § 1.704-2(i)(4). For purposes of applying the provisions of Sections 4.1.1 and 4.1.2 in any year at the end of which there is "partnership minimum gain" or "partner nonrecourse debt minimum gain" of the Company, (i) each Member's Capital Account and Adjusted Capital Account shall be increased by the sum of such Member's "share of partnership minimum gain" and "share of partner nonrecourse debt minimum gain," and (ii) Total Capital shall be increased by the sum of "partnership minimum gain" and "partner nonrecourse debt minimum gain".

4.1.4 For purposes of this Section 4.1:

(i) "**Adjusted Capital Account**" means, with respect to any Member as of the end of any fiscal year, such Member's Capital Account (i) reduced by those anticipated allocations, adjustments and distributions described in Regulations

§§ 1.704- 1(b)(2)(ii)(d)(4)-(6), and (ii) increased by the amount of any deficit in such Member's Capital Account that such Member is deemed obligated to restore under Regulations

§ 1.704-1(b)(2)(ii)(c) as of the end of such fiscal year.

(ii) "**Total Capital**" at the end of any year means the total amount of capital (assets, at their Book Values, minus liabilities) appearing on the Company's balance sheet (taking into account Profits, Losses and all items of income, gain, expense or loss for such year).

(iii) All terms set off in quotation marks and not otherwise defined shall have the meanings ascribed to them in Regulations § 1.704-2.

**4.2 Allocations Solely for Tax Purposes.**

4.2.1 In accordance with Code § 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for federal income tax purposes, be allocated among the Members so as to take account of any difference between the adjusted basis of such property to the Company for federal income tax purposes and the initial Book Value of such property. If the Book Value of any Company property is adjusted pursuant to Section 3.3.2(ii) of this Agreement, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any difference between the adjusted basis of such asset for federal income tax purposes and the Book Value of such asset in the manner prescribed under Code

§ 704(c) and the Regulations thereunder. The Manager may choose any permissible method to reconcile such difference.

4.2.2 In the event of a sale or exchange of a Member's Interest or a portion thereof or upon the death of a Member, if the Company has not theretofore elected, pursuant to Code § 754, to adjust the basis of Company property, the Manager shall cause the Company to elect, if the person acquiring such Interest or portion thereof so requests, pursuant to Code § 754, to adjust the basis of Company property. In addition, in the event of a distribution referred to in Code § 734(b), if the Company has not theretofore elected, the Manager may, in the exercise of its discretion, cause the Company to elect, pursuant to Code § 754, to adjust the basis of Company property. Such adjustments shall not be reflected in the Members' Capital Accounts and shall be effective solely for federal and (if applicable) state and local income tax purposes. Each Member hereby agrees to provide the Company with all information necessary to give effect to such election. Any change in the amount of the depreciation deducted by the Company and any change in the gain or loss of the Company, for federal income tax purposes, resulting from such an election shall be allocated entirely to the transferee of the Interest or portion thereof so transferred. Neither the capital contribution obligations of, nor the Interests of, nor the amount of any cash distributions to, the Members shall be affected as a result of such election, and the making of such election shall have no effect except for federal and (if applicable) state and local income tax purposes.

4.2.3 Except as otherwise provided in this Section 4.2, for federal income tax purposes, each item of income, gain, loss, or deduction shall be allocated among the Members in the same manner as its correlative item of "book" income, gain, loss, or deduction has been allocated pursuant to Section 4.1.

4.2.4 Such portion of the gain allocated pursuant to this Section 4.2 that is treated as ordinary income attributable to the recapture of depreciation shall, to the extent possible, be allocated among the Members in the proportion that (i) the amount of depreciation previously allocated to each Member relating to the property that is the subject of the disposition bears to (ii) the total of such depreciation allocated to each of the Members. This Section 4.2.4 shall not alter the amount of allocations among the Members pursuant to this Agreement, but merely the character of gain so allocated.

**4.3 Distributions of Available Cash.**

4.3.1 The Company shall, at such reasonable time or times as shall be determined by the Manager, distribute Available Cash among the Members ("Member Distributions") as follows:

(i) to the Members, distributed between them pro rata

All Member Distributions payable by the Company, to the extent applicable, shall be distributed amongst the Members in proportion to their respective membership interests.

4.3.2 To the extent Company funds are insufficient to distribute to all Members the full amounts distributable under Section 4.3.1, the total amount available for distribution with respect to each such item shall be distributed among the Members pro rata based on the total amount distributable to each of them under such item.

4.3.3 Notwithstanding the foregoing, no distribution shall be declared or made if, after giving it effect, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would

be less than the sum of its total liabilities.

**4.4 Tax Distributions.** Notwithstanding anything in Section 4.3 to the contrary, the Manager may, without obligation, and subject to applicable laws and any covenant or restriction contained in the Company's loan agreements and other agreements or obligations to which the Company or the Opportunity Zone Projects are subject, cause the Company to distribute to each of the Members, with respect to each fiscal year of the Company an amount of cash which in the good faith judgment of the Manager equals the Tax Rate multiplied by the excess of cumulative Profits and items of income or gain allocated to such Member from the Company's inception over cumulative Losses and items of expense or loss allocated tosuch Member from the Company's inception. Additionally, in the event the Company is unable to satisfy the requirement that the Company invest at least ninety percent (90%) of its assets in qualified opportunity zone property, the Manager may, in its sole discretion, and provided cash is available to the Company, distribute an amount of cash to each Member in order to satisfy any penalty imposed on the Members for the Company's failure to invest at least ninety percent (90%) of its assets in qualified opportunity zone property. For this purpose, "Tax Rate" means the maximum marginal rates of Federal income tax applicable to individuals, provided, however, that if such rate changes during the term of this Agreement, then the "Tax Rate" applicable to the excess described in the preceding sentence shall be determined by multiplying each year's Profit or Loss and items of income, gain, expense or loss by the rate in effect for such year, aggregating the amounts so computed, and dividing the aggregate amount into the excess described in the preceding sentence. Any distribution to a Member pursuant to this Section 4.4which exceeds the amount that would have been distributed to such Member had the amount distributed pursuant to this Section
4.4 been distributed pursuant to Section 4.3 shall be treated as an advance distribution under Section 4.3 and shall be offset against subsequent distributions that such Member would otherwise be entitled to receive pursuant to Section 4.3. Such distributions, if any, shall be made at the discretion of the Manager not more often than on a quarterly basis, and shall only be made to the extent there is Available Cash and to the extent such distributions are allowable by law.

**4.5 Books of Account.** The Company shall maintain at its principal office complete and accurate books of account and records of its operations showing the assets, liabilities, costs, expenditures, receipts, profits, and losses of the Company (which books of account and records shall include provision for separate Capital Accounts for the Members), together with copies of all documents executed on behalf of the Company. Each Member and his/her/its duly authorized representative shall have the right to inspect and examine, during normal business hours and with reasonable notice, at any office of the Company, all such books of account, records, and documents.

**4.6 Reports and Tax Returns.**

4.6.1 Within 180 days after the end of each fiscal year of the Company, the Manager shall cause to be prepared and transmitted to each Member, an annual report of the Company relating to the previous fiscal year of the Company, containing a statement of financial condition as of the year then ended, and a statement of operations, available cash, and Company equity for the year then ended. In addition, the Manager will cause to be distributed to Members quarterly operating statements within 60 days of the end of each quarter, as well as descriptions of new acquisitions and dispositions.

4.6.2 As soon as possible but in no event later than 90 days after the end of each fiscal year, provided that the Company has sufficient information, the Company shall cause to be prepared and transmitted to the Members federal and appropriate state and local Company Income Tax Schedules "K-1," or any substitute therefor, with respect to such fiscal year on appropriate forms prescribed.

4.6.3 The Company shall file with its timely filed federal income tax return any and all necessary forms and follow any other procedures established now or in the future by the Internal Revenue Service to self-certify as a "qualified opportunity fund" in accordance with the Tax Cuts Act.

**4.7 Fiscal Year.** The Company's fiscal year shall be the calendar year.

**4.8 Partnership Representative.** As used in this Agreement, "Partnership Representative," has the meaning set forth in Code §6223(a) (as amended by the Bipartisan Budget Act of 2015 ("BBA")). Jupiter Logix, Inc is hereby designated the Partnership Representative for the Company and it will serve in such capacity for so long as it is a Member of the Company. The Partnership Representative shall comply with the requirements of Code §§ 6221 through 6231, as amended by the BBA and the Regulations promulgated thereunder, applicable to a Partnership Representative, including the identification of a "designated individual." To the fullest extent permitted by law, the Company shall and does hereby indemnify, defend, and hold harmless the Partnership Representative from any claim, demand, or liability, and from any loss, cost, or expense including, without limitation, attorneys' fees and court costs, which may be asserted against, imposed upon, or suffered by the Partnership Representative by reason of any act performed for or on behalf of the Company in its capacity as Partnership Representative to the extent authorized hereby, or by reason of any omission, except acts or omissions that constitute gross negligence or willful misconduct. Any indemnity under this Section 4.8 shall be provided out of and to the

extent of Company assets only, and no Member shall have any personal liability on account thereof. The indemnity provided in this Section 4.8 shall survive the liquidation, dissolution, and termination of the Company and the termination of this Agreement.

**4.9 Bank and Investment Accounts.**

4.9.1 A representative of the Manager may: open and maintain one or more bank and/or investment accounts in the name of the Company with such financial institutions and/or firms as the Manager shall determine; rent and obtain access to safety deposit boxes or vaults; may purchase certificates of deposit; and sign and deliver checks, written directions or other instruments to withdraw all or any part of the funds belonging to the Company and on deposit in any such bank or investment accounts.

4.9.2 The Manager is authorized to invest all cash of the Company, including Capital Contributions, amounts realized upon sale of Opportunity Zone Projects and miscellaneous income, in short-term investments. For purposes hereof, "short-term investments" shall mean (i) any direct obligations of, or obligations which are guaranteed by, the United States of America, (ii) certificates of deposit, time deposits, demand deposits and bankers acceptances of banks or trust companies believed by the Manager to be creditworthy,

(iii) commercial paper or finance company paper which is rated not less than prime-one or A-1 or their equivalents by Moody's Investor Service, Inc. or Standard & Poor's Rating Services or their successors, (iv) any repurchase agreement secured by any one or more of the foregoing, (v) money market funds, and (vi) similar liquid securities intended to provide for the preservation of principal.

**ARTICLE V MANAGEMENT AND RELATED MATTERS**

**5.1 Management.**

5.1.1 The business and affairs of the Company shall be managed by and under the direction of a manager (the "Manager"), who shall be the "manager" of the Company as provided in the LLC Act, and who (acting alone and without the approval of any Member) shall have the full, exclusive and absolute right, power and authority to manage and control the Company and the property, assets and business thereof, to make all decisions affecting the Company, and to do all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including, without limiting the generality of the foregoing, the right to do the following:

(i) Certify the Company as a "qualified opportunity fund" and take all actions necessary to maintain such status, including investment of capital contributions in Opportunity Zones in accordance with Section 1400Z-2 of the Code and any regulations that may be promulgated thereunder.

(ii) Acquire Opportunity Zone Projects and vote and exercise the rights and carry out the Company's responsibilities and obligations with respect to the Opportunity Zone Projects, and, in connection therewith, enter into, deliver and perform agreements, documents and instruments (including articles, certificates, operating agreements, limitedliability company agreements and partnership agreements), and take any and all actions with respect thereto;

(iii) Acquire any other property or asset necessary or appropriate, in its sole discretion, to the business of the Company;

(iv) Borrow money and incur other debts and obligations from any person (including, but not limited to, borrowings from, and debts and obligations to the Manager and its Affiliates pursuant to Section 3.5), and pay any fees and expenses as may be required in connection therewith on such terms as may be acceptable to it, and issue evidences of indebtedness in connection therewith, and secure any such debts or obligations by mortgage, pledge or other lien on, or security interest in, any property or asset, including, but not limited to, a loan to refinance any debt secured by a security interest in or pledge of an interest in an Opportunity Zone Project, or any portion thereof, and execute and/or deliver any and all documents, instruments and/or agreements as may be necessary or appropriate to evidence such indebtedness, including, without limitation, mortgages, deeds of trust, assignments of leases and rents, security agreements and collateral assignments of member or partnership interest;

(v) Change the amount of, modify, amend or change the terms of or security for, extend the time for the payment of, or retire, discharge or refinance any indebtedness or obligation of the Company, and change the amount or value of, modify or change the nature or type of, or make any other modifications or changes with respect to, any security granted orcollateral given for any Company indebtedness or obligation; and amend, modify or change the terms of any agreement, instrument or document with respect to any such security or collateral;

(vi) Establish and maintain such reserves in such amounts and for such purposes as the Manager shall determine in its discretion;

(vii) Negotiate, execute, enter into, and perform agreements for the sale, exchange or other disposition of all, or any part of or any interest in, an Opportunity Zone Project, or any other property or asset of the Company, or any portion thereof, including, but not limited to, the granting of options with respect thereto, and take any and all actions with respect thereto;

(viii) Endorse, accept or guaranty the payment of any note, draft or other obligation; make contracts of guaranty or suretyship or otherwise; assume liability for payment of the obligations of others; and negotiate and enter into indemnity and hold harmless agreements from, or for the benefit of, the Company;

(ix) Make or revoke any election permitted the Company by any taxing authority;

(x) Sue on, defend, compromise, settle or otherwise adjust any and all claims or liabilities in favor of or against the Company, including claims arising out of the conduct of the affairs of the Company, prosecute or defend any appeal (including the appeal of any property tax assessment), submit any and all such claims or liabilities to arbitration, and confess a judgment against the Company in connection with any litigation in which the Company may be involved;

(xi) Maintain, at the expense of the Company, such insurance coverage (including coverage for public liability, workers 'compensation and acts or omissions of the Manager and its Affiliates), and any and all other risks as may be necessary or appropriate to the Company's business, in such amounts and of such types as the Manager shall determine from time to time;

(xii) Retain, employ, consult with and coordinate the services of employees, supervisors, legal counsel, accountants, architects, independent consultants and other persons necessary or appropriate to carry out the Company's business, and pay the fees therefor;

(xiii) Enter into contracts and obtain property, goods and services or other items of any type or kind for the Company, and pay the purchase price, costs, fees, commissions, compensation and other amounts and/or consideration therefor;

(xiv) Establish and maintain reserves for such purposes as the Manager shall determine in its sole judgment;

(xv) Enter into joint ventures, general or limited partnerships, limited liability companies and other combinations or associations, and convert the Company into another form of business entity;

(xvi) Enter into subscription agreements in connection with the acquisition of Interests by the subscribers identified therein, and admit them to the Company as Members, and to rescind any such admittances as the Manager deems necessary or desirable;

(xvii) Make a general assignment for the benefit of creditors; file or contest the filing of a voluntary petition for relief under the Federal bankruptcy code or similar debtor relief law; file a petition or answer to a petition seeking consolidation, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, and seek or contest the appointment of a trustee, receiver or liquidator of the Company or of all or a substantial part of its assets or take any other action in connection therewith; convey title to Opportunity Zone Projects, or anyportion thereof or interest therein in connection with a foreclosure or deliver an assignment in lieu of foreclosure or similar debtor relief action; and take any other actions which the Manager determines are necessary to avoid a foreclosure by any mortgage lender; and

(xviii) Execute all other agreements, instruments and documents of any kind or character, and take all actions of any kind or character as the Manager in its sole discretion deems necessary, appropriate or incidental to the Company or the property, assets or business thereof.

5.1.2 The Members acknowledge that all actions, decisions, determinations, designations, directions, appointments, consents, approvals, selections and the like ("Actions and Decisions") made by the Manager in accordance with the authority granted herein are intended to and shall be controlling and binding on the Company and the Members.

5.1.3 The Members, by their execution and delivery of this Agreement, irrevocably authorize the Manager to do

any act that the Manager has the right, power, and authority to do under the provisions of this Agreement, without any other or subsequent, authorizations, approvals, or consents of any kind. No person dealing with the Company shall be required to investigate or inquire as to the authority of the Manager to exercise the rights, powers, and authority herein conferred upon it. Any person dealing with the Company shall be entitled to rely upon any action taken and/or any document or instrument executed and delivered by the Manager or a person
or persons designated by the Manager, and the Company shall be bound thereby.

**5.2 Appointment of Manager and Successors.**

5.2.1 Jupiter Logix, Inc., an Arizona Corporation ("Fund Advisor"), is the initial Manager of the Company. Each Manager shall serve as the Manager of the Company until its Resignation (as defined below).

5.2.2 Upon the resignation or removal of the initial Manager or any successor, the Members shall appoint a successor to serve as the Manager, whereupon such successor shall be deemed to be the Manager of the Company. Referencesin this Agreement to the "Manager" shall mean the initial Manager or any successor Manager appointed in accordance with this provision.

5.2.3 No Manager shall be required to be a Member.

**5.3 Resignation of Manager.**

5.3.1 For purposes hereof, the "Resignation" of a Manager shall occur at the time of
(i) the voluntary resignation of the Manager as the Manager of the Company evidenced by his/her/its written notice of resignation to the Members, (ii) the occurrence of a Disabling Event as to the Manager, (iii) the removal of the Manager in accordance with Section
5.3.2 below, or (iv) the Manager's position as the manager of the Company otherwise becomes vacant.

5.3.2 The Manager may be removed as the manager of the Company in the following manner:

(i) If one or more Members have determined that Good Cause for Removal of the Manager exists or for some other reason have determined to remove the Manager, such Members shall send a written notice to the other Members and the Manager setting forth their proposal that the Manager be removed, as well as a detailed explanation of the basis for their determination that Good Cause for Removal exists or whatever other reason exists to remove the Manager. Upon the written Supermajority Member Consent, the resignation of the Manager shall be deemed to have occurred. For purposes hereof, "Good Cause for Removal" means fraud, willful misconduct or material violation of the provisions of this Agreement.

(ii) Upon the resignation or removal of the Manager in a manner other than as set forth in item (i) above, a substitute Manager shall be appointed as provided in Section 5.2.2 above.

5.3.3 Following the Manager's resignation or removal as the Manager and prior to the appointment of the successor Manager, the Company shall not acquire any additional Opportunity Zone Projects and the Members shall have no further obligation to deliver Capital Contributions to fund acquisitions of Opportunity Zone Projects, although nothing set forth herein is intended to relieve Members of making, and Members shall continue to be obligated to make, Capital Contribution installments to satisfy legally-binding commitments for the acquisition of new Opportunity Zone Projects that were entered into prior to such resignation or removal, and legally-binding commitments for purposes other than acquisitions.

5.3.4 Should any Manager at any time also be a Member, its Resignation as a Manager shall have no effect on its status as a Member, and following its Resignation, it shall continue to be a Member with all the rights, privileges, responsibilities and obligations of such Member.

**5.4 Duty to Devote Time.** The Manager shall devote such time and attention to the business of the Company as the Manager shall determine, in the exercise of its reasonable judgment, to be necessary for the effective conduct of the Company business. The Manager may have other business interests, and may engage in other activities in addition to those relating to the Company, including those that may compete with the business of the company.

**5.5 Dealings with the Company.** The Manager and any Affiliate shall have the right to contract and otherwise deal with the Company with respect to the sale, purchase, management, or lease of real and/or personal property, the rendition of services, the lending of money and for other purposes, and to receive the purchase price, costs, fees, commissions, interest, compensation and other forms of consideration in connection therewith, as the Manager may determine, without being subject to claims for self-dealing, so long as the terms of any such transaction and the consideration therefor shall be comparable with the terms available in a transaction with a person who is not an Affiliate.

**5.6 Company Opportunity Doctrine Waiver**. The pursuit of such business, activity, or project, even if competitive with the business of the Company, in and of itself, shall not be deemed wrongful or improper. No Manager or Member shall be obligated to present any particular investment or other opportunity to the Company, any Member, any Affiliate, Manager or any other Person even if such investment or other opportunity is of a character that, if presented to such Person, could be taken by such Person. In addition, nothing in this Agreement shall restrict or otherwise prohibit any Person from taking, for its own account, (individually or as a partner or fiduciary) or to recommend to others any such particular investment or other opportunity.

**5.7 Manager Compensation and Arrangements with Affiliates of the Manager.**

5.7.1 The Manager shall receive an annual management fee (the "Management Fee") equal to an annualized rate of 2% of offering proceeds.

5.7.2 The Management Fee does not include the costs and expenses incurred by the Manager for its services in managing the Company. These costs include those related to: executive management and financial oversight of the Company, including day-to-day bookkeeping services; Member management, office administration; document development and production; development and maintenance of computer software applications; Company governance; general, comprehensive business insurance and key man life insurance, if any; regulatory filings; and monitoring the status of investments as they progress.

5.7.3 The Management Fee does not include costs relating to tax preparation, preparation of financial information by Third Party accountants, or transactional commissions and other expenses and fees which may arise in connection with the Company's acquisition of Opportunity Zone Projects, from time to time. Such excluded costs, which shall be paid separately by the Company, may include, without limitation, attorneys' fees, due diligence consultants, and other third parties as necessary in Manager's discretion to complete any property transaction from time to time.

5.7.4 Except as otherwise approved by the Manager, or except as specifically provided in this Agreement, neither a Member nor an Affiliate of a Member shall receive any compensation or guaranteed payment for services rendered to or performed for or on behalf of the Company.

## ARTICLE VI TRANSFERS OF MEMBER INTEREST

**6.1 General Matters with Respect to Transfers.**

6.1.1 Transfers may only be accomplished in accordance with the provisions of this Article VI. Any attempted Transfer not in accordance with such provision shall be null, void and of no effect and the Company shall not be obligated to recognize any such attempted Transfer.

6.1.2 Notwithstanding anything in this Article VI to the contrary, a Member may not transfer all or any portion of his/her/its Interest if (i) the transferee is a minor or is incompetent,

(ii) such Transfer is prohibited by, or causes a breach of any agreement or understanding by which the Company, a Member or any of the properties of the Company is/are bound or affected, or (iii) such Transfer would, in theopinion of counsel furnished by the transferor (which counsel and opinion shall be reasonably satisfactory to the Company), violate the applicable provisions of the Securities Act or the applicable securities laws of any state or foreign country.

6.1.3 No Transfer of a Member's Interest shall affect such Member's liability for any of the obligations of the

transferring Member set forth in this Agreement or otherwise at law or in equity, and the transferring Member shall continue to be liable to the Company for such obligations unless otherwise agreed to by the Manager.

6.1.4 A transferring Member and his/her/its transferee shall be jointly and severally liable to the Company for, and shall promptly pay to the Company upon demand, any costs or expenses incurred by the Company or any amounts which the Company becomes obligated to pay to a Third Party as a consequence of such Transfer, and the payment therefore shall be a prerequisite to the consummation of such Transfer.

6.1.5 Any transferee of a Member pursuant to a Transfer who is not admitted to the Company as a member in respect thereof shall only be entitled to receive, in accordance with any agreement that such transferee may have with the transferring Member, all or a portion of the Profits, Losses, items of income, gain, expense or loss, and/or distributions of the Company otherwise allocable to such transferring Member in respect of the transferring Member's Interest or the portion thereof transferred to such transferee pursuant to the Transfer, and such transferee shall not have any of the other rights of a Member under this Agreement or otherwise.

6.1.6 For avoidance of doubt, transferring Members understand and further agree to disclose to a proposed transferee that such transferee shall not be entitled to avail themselves of the tax benefits associated with an investment in a qualified opportunity fund with respect to the transferred Interest in accordance with applicable law.

**6.2 Transfer by Manager; Admission of Substitute Manager.** If the Manager is also a Member, the Manager shall have the right to Transfer: (i) all or any portion of its Interest to an Affiliate, and, if the Manager so elects, to have its transferee admitted to the Company as a Member and, if it also so elects, to have its transferee or another party admitted as a substitute Manager in place of the Manager without the consent of the other Members (and the provisions of Section 5.3 regarding resignation of the Manager shall thereafter be deemed to apply to such substitute Manager); (ii) a portion of its (but, except as provided below, not its entire) Interest to a person who is not an Affiliate, and the Manager may have such transferee admitted to the Company as a Member in respect of the Interest so transferred, without the consent of any other Member; and (iii) all of its Interest to a person who is not an Affiliate, and to have such transferee admitted to the Company as a Member, upon receiving the Majority Member Consent and satisfaction of the provisions of Section 6.5.

**6.3 Transfer by Member to Revocable Living Trust.** A Member who is a natural person may, during his/her lifetime, transfer all or any portion of his/her Interest to a Family Trust and to have the Family Trust admitted as a substitute Member upon prior written notice to the Company and satisfaction of the provisions of Section 6.5.

**6.4 Transfer by Member with Manager Consent.**

6.4.1 A Member may transfer all or any portion of his/her/its Interest to a person only with the prior written consent of the Manager, which consent may not be unreasonably withheld. Notwithstanding the foregoing, the prohibitions set forth in Section
6.1.2 above, among others, shall be a reasonable basis for the Manager to withhold consent.

6.4.2 Except for transfers by a Member pursuant to Section 6.3, a transfer fee shall be paid by the transferring Member in such amount as may be required by the Manager to cover all reasonable expenses, including attorneys' fees, connected with such transfer. The minimum transfer fee shall be $3,000.

**6.5 Admission of Substitute Members.**

6.5.1 A transferee of an Interest shall be admitted to the Company as a Member if, and only if, all of the following requirements are met:

(i) If the Manager's consent is required, the Manager has consented to the transferee's admission as a Member of the Company, which consent may be granted or withheld in the Manager's sole discretion;

(ii) The transferring Member and the transferee have executed and delivered to the Company an executed copy of an assignment instrument and written acceptance of the assignment in form and content satisfactory to the Manager;

(iii) The transferee executes and delivers to the Company such additional instruments, agreements and/or documents as the Manager may reasonably require, including, without limitation, an addendum to this Agreement, in form and substance acceptable to the Manager, whereby the transferee (i) agrees to be admitted to the Company as a Member with respect to the Interest assigned to him/her/it, (ii) assumes and agrees to perform the obligations of the transferring Member to the Company and the other Members with respect to the Interest assigned to him/her/it, and (iii) agrees to be bound by, and to

perform, the provisions of this Agreement in respect of the Interest transferred to him/her/it;

(iv) If requested by the Manager, the transferee reimburses the Company for the legal fees and other expenses incurred by the Company in connection with a Transfer by such transferring Member and the admission of his/her/its transferee to the Company as a Member; and

(v) An opinion of counsel is furnished by the transferor (which counsel and opinion shall be reasonably satisfactory to the Company), that the transfer does not violate applicable federal, state or foreign securities laws, and is madepursuant to an exemption from registration under the Securities Act, the applicable securities laws of any state, or the applicable securities laws of any country.

6.5.2 Each Member hereby appoints (and each transferee who is entitled to be admitted to the Company as a Member shall be deemed to have appointed) the Manager, with full power of substitution, as his/her/its true and lawful attorney-in-fact, in such Member's name and behalf, to make, execute, acknowledge, certify, deliver, file and/or record each and every instrument and document as may be required, in the judgment of such attorney-in-fact, to effect or reflect the admission to the Company, as a Member, of the transferee.

6.5.3 The Manager shall have the right, power and authority to do all things necessary or advisable, in its judgment, to effect or reflect the admission to the Company, as a Member, of the transferee of a transferring Member.

6.5.4 Upon satisfaction of the provisions of Section 6.5.1 hereof and the other applicable provisions of this Article VI, a transferee of an Interest shall be admitted as a Member in the place and stead of his/her/its transferring Member in respect of the Interest acquired from the transferring Member, and shall have all the rights, powers, obligations and liabilities of the transferring Member, including, without limitation, the right to approve, consent to or vote on matters relating to the Company, and shall be subject to all of the restrictions of his/her/its transferring Member. Each of the Members, on his/her/its behalf and on behalf of his/her/its successors and assigns, hereby agrees and consents to the admission of substitute Members as provided herein.

**6.6 Disabling Events.**

6.6.1 For purposes of this Section 6.6:

(i) "**Disabling Event**" means, with respect to a Member, (A) such Member's death, in the case of a Member that is a natural person, (B) such Member's Bankruptcy, (C) the entry by a court of competent jurisdiction adjudicating him/her incompetent to manage his/her person or his/her property, in the case of a Member who is a natural person, (D) the termination of the trust (but not merely the substitution of a new trustee), in the case of a Member who is acting as a Member by virtue of being a trustee of a trust, (E) the dissolution and commencement of winding up of the separate partnership, in the case of a Member that is a separate partnership, (F) the filing of a certificate of dissolution, or its equivalent, for the separate corporation or the revocation of its charter and the expiration of 90 days after the date of notice to the corporation of revocation without a reinstatement of its charter, in the case of a Member that is a separate corporation, or (G) the dissolution and commencement of winding up of the separate limited liability company, in the case of a Member that is a separate limited liability company.

(ii) **"Disabled Member"** means a member who has suffered a Disabling Event.

(iii) "**Successor**" means, with respect to a Disabled Member, such Disabled Member's successor(s) in interest, personal representative(s), heir(s) at law, legatee(s), or estate.

6.6.2 Upon the occurrence of a Disabling Event, the Company shall not dissolve, but shall be continued in accordance with this Agreement. The Successor to a Disabled Member shall have the rights of a transferee of the Disabled Member's Interest, but shall not be admitted to the Company as a Member in respect thereof except with the consent of theManager and in accordance with Section 6.5 hereof.

**6.7 No Withdrawal of Members.**

6.7.1 A Member may not and has no power to withdraw from the Company prior to the dissolution of the Company and the completion of the winding up of the affairs and the liquidation and/or distribution of the property and assets of the Company pursuant to the provisions of Article VIII hereof. Any attempted withdrawal in violation of this provision shall be null and void *ab initio* and the Company shall not be obligated to recognize any such attempted withdrawal.

6.7.2 No Member shall have the right to terminate this Agreement or dissolve the Company by such Member's express will. No Member shall have the right to have the value of such Member's Interest ascertained and receive an amount

equal to the value of such Interest.

6.7.3 The assignment of a Member's Interest in accordance with the provisions of this Article VI and the admission of his/her/its transferee as a Member shall not be deemed to be a withdrawal prohibited by this Section 6.7.

## ARTICLE VII CERTAIN MATTERS RELATING TO MEMBERS

**7.1 Investment by Members**. Each Member understands and agrees that it is such Member's sole responsibility to timely reinvest eligible capital gains (or any other gains future legislation or regulation allows for investing in qualified opportunity zones) from the sales or disposition of another investment of the Member in the Company within 180 days from such sale or disposition. Each Member further understands that failure to reinvest such eligible capital gains within 180 days from a disposition may result in such Member's inability to avail themselves of the tax benefits associated with an investment in a qualified opportunity fund. Members shall inform the Company of the date of the sale or disposition resulting in the eligible capital gains such Member seeks to reinvest in the Company at the time of their investment in the Company.

**7.2 Other Ventures.** The Members acknowledge that each of them and their Affiliates may have interests in other present or future ventures of any type or nature, including ventures that are competitive with the Company, and that, notwithstanding his/her/its status as a Member in or Manager of the Company, a Member, including the Manager, and its Affiliate(s), shall be entitled to obtain and continue his/her/its individual participation in all ventures without (i) accounting to the Company or the other Members for any profits with respect thereto, (ii) any obligation to advise the other Members of business opportunities for the Company which may come to his/her/its or his/her/its Affiliate's(s') attention as a result of his/her/its or his/her/its Affiliate's(s') participation in such other ventures or in the Company, and (iii) being subject to any claims whatsoever on account of such participation. Notwithstanding the foregoing, in allocating real estate investments among the Company and the Manager and its Affiliates, the Manager shall use its best efforts to follow the restrictions in that regard set forth in the Private Placement Memorandum delivered to Members.

**7.3 Limited Liability.** Except as otherwise provided by the LLC Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Members shall not be obligated personally for any such debt, obligation, or liability of the Companysolely by reason of being a Member of the Company. If and to the extent a Member's Capital Contribution shall be fully paid, such Member shall not, except as required by the express provisions of the Act regarding repayment of sums wrongfully distributed to Members, be required to make any further contributions.

**7.4 Offset.** Whenever the Company is to pay any sum to a Member, any amounts the Member owes the Company may be deducted from such sum before payment.

**7.5 Powers of Attorney.**

7.5.1 Each Member hereby makes, constitutes and appoints the Manager and each member of the Manager, with full power of substitution, as his/her/its true and lawful attorney-in- fact, in his/her/its name, place and stead, and on his/her/its behalf, to make, execute, acknowledge, certify, deliver, file and/or record (i) any amendment to the Articles and any and all other instruments or documents that may be required to be made, executed, acknowledged, certified, delivered, filed and/or recorded by the Company (or by the Members, or any of them, with respect to the Company) under the laws of any state or by any governmental agency or which the Manager deems it advisable to make, execute, acknowledge, certify, deliver, file and/or record to implement or continue the existence of the Company or the termination of the Company after a dissolution of the Company or the cancellation of the Articles, and/or (ii) any instruments or documents that may be required to effect (A) the admission of any person entitled to be admitted to the Company as a Member pursuant to the provisions of this Agreement, including any substitute member, and (B) the amendment of this Agreement as authorized by this Agreement. The foregoing power of attorney (and all other powers of attorney granted hereunder or pursuant hereto) is a special power of attorney coupled with an interest, is irrevocable, and shall survive the transfer or assignment by a Member of his/her/its Interest and the occurrence of any Disabling Event with respect to a Member.

7.5.2 This power of attorney is in addition to all other powers of attorney granted by the Members under Section 10.19 of this Agreement.

**7.6 Matters Relating to Claims of Exemption.**

7.6.1 The Members' Interests have not been registered under the Securities Act or the securities laws of any state

or other jurisdiction, and are being offered for sale pursuant to applicable exemptions from registration. The provisions contained in this Section

7.5 have been included in this Agreement with respect to the conditions which must be satisfied in order for such exemptions to be available.

7.6.2 Each Member hereby represents that (i) the Interest that he/she/it is acquiring hereunder is being acquired solely for his/her/its own account, and not for or on behalf of other persons, (ii) such Interest is being acquired for investment, and not for resale or distribution, and (iii) he/she/it has no contract, agreement, undertaking or arrangement, and no intention to enter into any contract, agreement, undertaking or arrangement to sell, transfer or pledge such Interest or any portion thereof.

7.6.3 Each Member hereby agrees that he/she/it will not sell, transfer or assign his/her/its Interest or any portion thereof without registration under the Securities Act and the securities laws of any state or other jurisdiction to the extent applicable, or exemption therefrom.

7.6.4 Each Member agrees that if the Company shall ever have a transfer agent, the Company shall issue stop transfer instructions to the Company's transfer agent with respect to his/her/its Interest, and the Company shall make a notation in the appropriate records of the Company that will prevent the sale, transfer or assignment of his/her/its Interest until such time as the Manager is satisfied that any such sale, transfer or assignment is not in violation of the applicable provisions of the Securities Act or any other applicable law and is not in violation of the restrictions against the sale, transfer or assignment of such Interests contained in this Agreement.

7.6.5 Each Member agrees that if, at any time, his/her/its Interest shall be evidenced by a certificate or other document, such certificate or other document shall contain a legend stating that (i) such Interest (A) has not been registered under the Securities Act, the securities laws of any relevant state or other jurisdiction, (B) has been issued pursuant to claims of exemption from the registration provisions of the Securities Act and the securities laws of any relevant state, and (C) may not be sold, transferred or assigned without compliance with the registration provisions of the Securities Act or any other applicable securities law or compliance with an applicable exemption therefrom, and (ii) the sale, transfer or assignment of such Interest is further subject to restrictions contained in this Agreement and the subscription agreement executed by the Member in connection with his/her/its election to become a Member, and such Interest may not be sold, transferred or assigned, except to the extent permitted by, and in accordance with, the provisions of this Agreement and the subscription agreement executed by such Member.

7.6.6 Each Member hereby reaffirms all of the securities-related representations and warranties contained in the subscription agreement executed by such Member.

## ARTICLE VIII DISSOLUTION AND LIQUIDATION

### 8.1 Liquidation of the Assets of the Company and Disposition of the Proceeds Thereof.

8.1.1 Upon the dissolution of the Company, the Manager, or in the event that the Manager has suffered a Disabling Event, or, if the Manager is legally restricted from taking such actions, one of the Members selected by Majority Member Consent (herein referred to as the "Liquidator"), shall proceed to wind up the affairs of the Company, liquidate the property and assets of the Company, and terminate the Company. The Liquidator shall notify the Members of the intent to liquidate the Company. The proceeds of a liquidation pursuant to this Section 8.1.1 shall be applied and distributed in the following order of priority:

(i) to the expenses of liquidation; and then

(ii) to the payment of the debts and liabilities of the Company, but excluding debts or liabilities owing to Members and their Affiliates; and then

(iii) to the establishment of any reserves that the Liquidator deems necessary or appropriate to provide any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company (which reserves may be held in a liquidating trust for the benefit of the Members for the purpose of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseeable liabilities of the Company); provided, however, that after the expiration of a reasonable period, any excess reserves remaining shall be distributed in the manner hereinafter provided in this Section 8.1.1; and then

(iv) to the satisfaction of any obligation of the Company to the Members and their Affiliates not otherwise provided for in this Section 8.1.1;

(v) to the Members in the amount of their Unreturned Capital Contributions and then
(vi) to the Members in accordance with the provisions of Section 4.3 hereof.

8.1.2 Subject to the requirements of Regulations § 1.704-1(b)(2)(ii)(b)(2), a reasonable time shall be allowed for the orderly liquidation of the property and assets of the Company and the payment of the debts and liabilities of the Company in order to minimize the losses normally attendant upon a liquidation.

8.1.3 The Members hereby appoint the Liquidator as their true and lawful attorney- in-fact to hold, collect, and disburse, in accordance with this Agreement, the applicable requirements of Regulations § 1.704-1(b), and the terms of any receivables, any Company receivables existing at the time of the termination of the Company and the proceeds of the collection of such receivables, including those arising from the sale of Company property and assets. Notwithstanding anything to the contrary in this Agreement, the foregoing power of attorney shall terminate upon the distribution of the proceeds of all such receivables in accordance with the provisions of this Agreement.

8.1.4 Notwithstanding anything to the contrary contained in this Section 8.1, if the Liquidator shall determine not to liquidate the property and assets of the Company because the property and assets are not assignable to other than the Members or because a complete liquidation of all of the property and assets of the Company would involve substantial losses, denial of tax benefits associated with an investment in the Company or be impractical under the circumstances or for any other reason or for no given reason, the Liquidator shall liquidate that portion of the assets of the Company sufficient to pay the expenses of liquidation and the debts and liabilities of the Company (excluding the debts and liabilities of the Company to the extent that they are adequately secured by mortgages on, or security interests in, assets of the Company or to the extent adequate provision is made for such debts and liabilities), and the remaining assets shall be distributed to the Members as tenants-in-common or partitioned in accordance with applicable statutes or apportioned in accordance with the provisions of Section
8.1.1 hereof, or distributed in such other reasonable manner, not inconsistent with the applicable requirements of Regulations § 1.704- 1(b) and within the time period therein set forth, as shall be determined by the Liquidator. The distribution of such remaining assets to the Members shall be made subject to any mortgages or security interests encumbering such assets.

8.1.5 In the event the Liquidator determines it is in the best interests of the Company to liquidate the Company prior to the end of the Company's term or at any time that would cause the majority of Members to be ineligible to receive the tax benefits associated with an investment in the Company as a qualified opportunity fund, the Liquidator will obtain Majority Member Consent prior to proceeding with such liquidation.

**8.2 Cancellation of Certificate of Formation.** After the affairs of the Company have been wound up, the property and assets of the Company have been liquidated, and the proceeds thereof have been applied and distributed as provided in Section 8.1.1 hereof (and, if applicable, there has been a distribution of property and assets, as provided in Section 8.1.4 hereof), and the Company has been terminated, the Liquidator shall execute and file a Certificate of Cancellation to effect the cancellation and file the same with the Secretary of State in accordance with the LLC Act.

## ARTICLE IX EXCULPATION AND INDEMNIFICATION

**9.1 Exculpation.** Neither the Manager, any Member, nor any member of the Manager, nor any employee, agent, controlling person, accountant, attorney, successor or assign of any of them (all of the foregoing being collectively and individually referred to in this Article IX as the "Indemnified Party"), shall be liable to the Company, any other Member or any other person (and the interest of such Member in the Company, and in the property and assets of the Company, shall be free of any claims by the Company, any member of the Company or any other person) by reason that it is or was a Member or the Manager of the Company, for any act or omission suffered or taken by him/her/it that does not constitute fraud or willful misconduct, does not constitute a violation of the LLC Act, was carried out or omitted without reasonable cause to believe the conduct or omission was unlawful with respect to any criminal act or proceeding, or, in the case of the Manager, does not constitute receipt of a financial benefit to which the Manager is not entitled.

**9.2 Indemnification.**

9.2.1 To the fullest extent permitted by law, as the same exists or may hereafter be amended (but, in the case ofany such amendment, only to the extent that such amendment permits the Company to provide greater or broader indemnification rights than such law permitted the Company to provide prior to such amendment), the Indemnified Party shall be fully protected and indemnified by the Company against all liabilities, losses, expenses, claims and demands (including amounts paid in respect of judgments, fines, penalties, expenses or settlement of litigation and legal fees and expenses reasonably incurred) in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (individually, a "Proceeding"), or any appeal in such a Proceeding, or any inquiry or investigation that could lead to such a Proceeding, by reason that it is or was a Member or the

Manager of the Company, for any act or omission suffered or taken by him/her/it that does not constitute fraud or willful misconduct, does not constitute a violation of the LLC Act, was carried out or omitted without reasonable cause to believe the conduct or omission was unlawful with respect to any criminal act or proceeding, or, in the case of the Manager, does not constitute receipt of a financial benefit to which the Manager is not entitled.

9.2.2 Notwithstanding anything herein to the contrary, any indemnity under this Section 9.2 shall be provided out of and to the extent of Company assets only, and no Member shall have any personal liability on account thereof. The indemnity provided under this Section 9.2 shall survive the liquidation, dissolution and termination of the Company and the termination of this Agreement.

9.2.3 Expenses incurred by a person which are of the type entitled to be indemnified under this Section in defending any Proceeding shall be paid or reimbursed by the Company in advance of the final disposition of the Proceeding, without any determination as to such person's ultimate entitlement to indemnification under this Section 9.2, upon receipt of a written affirmation by such person of such person's good faith belief that such person has met the standard of conduct necessary for indemnification under applicable law and a written undertaking by or on behalf of such person to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized in this Section 9.2 or otherwise. The written undertaking shall be an unlimited general obligation of the person but need not be secured and shall be accepted without reference to financial ability to make repayment.

9.2.4 The indemnification and advancement and payment of expenses provided by this Section 9.2, (i) shall not be deemed exclusive of any other rights to which a person seeking indemnification and advancement of payment of expenses hereunder may be entitled under any statute, agreement, or otherwise, both as to actions in such person's official capacity and as to actions in another capacity while holding such position, (ii) shall continue as to any such person who has ceased to serve in the capacity which initially entitled such person to indemnity and advancement and payment of expenses, and (iii) shall inure to the benefit of the heirs, executors, administrators, successors and assigns of any such person.

9.2.5 The Company may purchase and maintain insurance or another arrangement, or both, at its expense, on behalf of itself or any person insuring against any liability, expense or loss, whether or not the Company would have had the power to indemnify such person against such liability under the provisions of this Article IX.

9.2.6 If this Section 9.2 or any portion of this Agreement shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless the Indemnified Party as to costs, charges and expenses (including, without limitation, attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the fullest extent permitted by any applicable portion of this Section 9.2 which was not invalidated.

## ARTICLE X MISCELLANEOUS PROVISIONS

### 10.1 Notices.

10.1.1 Any and all notices, consents, offers, elections, and other communications (hereinafter sometimes referred to collectively as "Communications") required or permitted under this Agreement shall be deemed adequately given only if in writing.

10.1.2 All Communications to be sent hereunder shall be given or served only if addressed to a Member at his/her/its address set forth in Schedule I, or to the Company and/or the Manager at their respective addresses as stated in the Company's Certificate of Formation, and if delivered by hand or delivered by certified mail, return receipt requested, or Federal Express or similar expedited overnight commercial carrier, or by telecopy or e-mail transmission. All such Communications shall be deemed to have been properly given or served: (A) if delivered in hand, when received; (B) if mailed, on the date of receipt or of refusal to accept shown on the return receipt;

(C) if delivered by Federal Express or similar expedited overnight commercial carrier, on the date that is one day after the date upon which the same shall have been deposited with Federal Express or such other expedited overnight commercial carrier, addressed to the recipient, with all shipping charges prepaid, provided that the same is actually received (or refused) by the recipient in the ordinary course;

(D) if sent by telecopier, on the date of transmission, provided the sender receives a successful transmission report; and (E) if sent by e- mail, on the date of transmission, provided the sender does not receive notice of a transmission failure. The time to respond to any Communication given pursuant to this Agreement shall run from the date of receipt or confirmed delivery, as applicable.

10.1.3 Each Member may notify the Manager of any change in the address set forth in Schedule I in the manner set forth above, whereupon Schedule I shall be changed accordingly.

10.1.4 By giving to the Company and the Members written notice thereof, the parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses effective upon receipt by the Company and the Members of such notice and each shall have the right to specify as his/her/its address any other address within the United States of America.

**10.2 Applicable Law.** This Agreement shall be governed by and construed in accordance with, the laws (other than the law governing choice of law) of the State of Virginia, except to the extent in accord with the Subscription Documents issued by the Company in connection with the Offering. In the event of a conflict between any provision of this Agreement and any non- mandatory provision of the LLC Act, the provision of this Agreement shall control and take precedence.

**10.3 Entire Agreement.** This Agreement and the subscription agreements executed by the Members in favor of the Company shall constitute the entire agreement of the parties with respect to the subject matter hereof. All prior agreements among the parties hereto with respect to the subject matter of this Agreement, whether written or oral, are merged into this Agreement and shall be of no further force or effect.

**10.4 Construction.**

10.4.1 The Article and Section headings in this Agreement are inserted for convenience and identification only, and are in no way intended to describe, interpret, define or limit the scope, extent, or intent of this Agreement. The Recitals are hereby deemed to be included in, and part of, this Agreement.

10.4.2 The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

10.4.3 Any agreement, instrument, statute, law, regulation or rule defined or referred to herein shall be deemed to mean such agreement, instrument, statute, law, regulation or rule as from time to time amended, modified or supplemented, and including in the case of agreements and instruments, references to all attachments thereto and instruments incorporated therein.

10.4.4 References to a Member are also intended to include the permitted successors and assigns of such person who have been admitted to the Company as Members in accordance with this Agreement, and references to the Manager are also intended to include any person selected to be the Manager of the Company in accordance with the provisions of this Agreement.

**10.5 Waiver.** No consent or waiver, express or implied, by a Member to or of any breach or default by any other Member in the performance by such other Member of his/her/its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the other Member of the same or any other obligation of such other Member hereunder. Failure on the part of a Member to object to any act or failure to act of any other Member or to declare any other Member in default, irrespective of how long such failure continues, shall not constitute a waiver by a Member of his/her/its rights hereunder.

**10.6 Severability of Provisions.** Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or effect those portions of this Agreement that are valid, enforceable, and legal.

**10.7 Binding Agreement.** Subject to the restrictions on Transfers set forth herein, this Agreement shall inure to the benefit of and be binding upon the undersigned Members and their respective permitted heirs, executors, personal representatives, successors, and assigns.

**10.8 Equitable Remedies.** The rights and remedies of the Members hereunder shall not be mutually exclusive, *i.e.,* the exercise of a right or remedy under any given provision hereof shall not preclude or impair exercise of any other right or remedy hereunder. Each of the Members confirms that damages at law may not always be an adequate remedy for a breach or threatened breach of this Agreement and agrees that, in the event of a breach or threatened breach of any provision hereof, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to, nor shall it, limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other for a breach or threatened breach of any provision hereof.

**10.9 Amendments.** The provisions of this Agreement may be amended only as follows:

10.9.1 **Manager Amendments**. Pursuant to its special power of attorney as provided in Section 10.19, the Manager may unilaterally execute and make the following amendments to this Agreement:

(i) To amend attached Schedule I as appropriate from time to time to update the information therein;

(ii) To cure any ambiguity or mistake, to correct or supplement any provision herein that may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Agreement that will not be inconsistent with the provisions of this Agreement or the Private Placement Memorandum;

(iii) To delete or add any provision of this Agreement required to be so deleted or added for the benefit of Members by the staff of the U. S. Securities and Exchange Commission or by a state "Blue Sky" Commissioner or similar official;

(iv) To minimize the adverse impact of, or comply with, any final regulation of the United States Department of Labor, or other federal agency having jurisdiction, defining "plan assets" for ERISA purposes;

(v) To comply with applicable governmental laws and regulations governing monetary laws and investments as in effect from time to time, including without limitation the USA Patriot/Freedom Act;

(vi) As required by a lender making a loan to the Company;

(vii) To modify the allocation provisions of this Agreement to comply with Code §§ 704(b) and 514(c)(9);

(viii) To change the name and principal place of business of the Company;

(ix) To decrease the rights and powers of the Manager (so long as such decrease does not impair the ability of the Manager to manage the Company and conduct its business affairs);

(x) To make any amendments that expand or improve the rights, benefits and/or economic interests of Members under this Agreement (without, in more than a *de minimis* manner, adversely affecting the economic interests or voting rights of any Members, unless each such adversely affected Member consents in writing); and

(xi) To make any amendments necessary to comply with any future, proposed, temporary or final regulations and guidance from the United States Department of the Treasury affecting investment in Opportunity Zones and Opportunity Zone Projects.

**10.9.2 Member Amendments**. All other amendments (not described in Section 10.9.1) to this Agreement or the Certificate of Formation require the written approval of each of the Manager and the Members by Majority Member Consent (which shall in each case be in its or their sole and absolute discretion), unless the provision that is the subject of such amendment includes or is part of a provision that requires the vote, consent, or approval of a greater or less vote, in which case such amendment must have the written approval of the Manager and such Members by Majority Member Consent as are required by such provisions that is the subject of such amendment.

**10.10 No Third Party Rights Created Hereby.** The provisions of this Agreement are solely for the purpose of defining the interests of the Members, *inter se*; no other person, firm, or entity (i.e., a party who is not a signatory hereto or a permitted successor to such signatory hereto) shall have any right, power, title, or interest by way of subrogation or otherwise, in and to the rights, powers, titles, and provisions of this Agreement.

**10.11 Additional Acts and Instruments.** Each Member hereby agrees to do such further acts and things and to execute any and all instruments necessary or desirable and as reasonably required in the future to carry out the full intent and purpose of this Agreement.

**10.12 Organization Expenses.** The Company shall elect, pursuant to Code § 709(b) of the Code, to treat all amounts paid or incurred to organize the Company as deferred expenses to be deducted ratably over a period of 60 months beginning with the month in which the Company began business.

**10.13 Counterparts; Copies of Signatures.** This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts will be construed together and constitute the same instrument. Facsimile copies and electronic copies (e.g. PDFs) of executed signatures to this Agreement, as well as electronic signatures made in compliance with the Electronic Signatures in Global and National Commerce Act (ESIGN) and the Uniform Electronic Transactions Act(UETA) (e.g. DocuSign), will be accepted with the same force and effect as original signatures to this Agreement.

**10.14 Attorneys-in-Fact.** Any Member may execute a document or instrument or take any action required or permitted to be executed or taken under the terms of this Agreement by and through an attorney-in-fact duly appointed for such purpose (or for purposes including such purpose) under the terms of a written power of attorney (including any power of attorney granted herein).

**10.15 Firm Name.** The Company shall have the full and exclusive ownership of and right to use the firm name "Jupiter Logix Qualified Opportunity Fund I LLC." However, upon dissolution of the Company, the entire right, title and interest to the firm name and the goodwill attached thereto shall be assigned without compensation to the Manager or to such other person as shall be designated by the Manager.

**10.16 Applicable Law; Venue; Mandatory Binding Arbitration.** This Operating Agreement will be deemed to have been made in the State of Arizona and shall be construed, and the rights and liabilities determined, in accordance with the law of the State of Arizona, without regard to the conflicts of laws rules of such jurisdiction. The parties hereby waive any right to trial by jury and further agree that any controversy or claim relating to or arising from this Operating Agreement (an "Arbitrable Dispute") shall be settled by arbitration. Arbitration on any Arbitrable Dispute that does not relate to or involve any issue or claim under the Subscription Agreement shall proceed in Tucson, Arizona in accordance with the Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services (the "JAMS") as such rules may be modified herein or as otherwise agreed by the parties in controversy. Following 30 days' notice by any party of intention to invoke arbitration, any Arbitrable Dispute not mutually resolved within such 30-day period shall be determined by a single arbitrator upon which the parties agree, or, in the event of an absence of such agreement the single arbitrator will be appointed by JAMS. Notwithstanding the foregoing, arbitration as to any Arbitrable Dispute that involves or relates to any issue or claim under both the Subscription Agreement and this Operating Agreement will proceed subject to the terms set forth in the Subscription Agreement.

**10.17 Counsel to the Company.** Legal counsel to the Company ("Company Counsel") may also be counsel to any Manager or any Affiliate of a Manager. The Manager may execute on behalf of the Company and the Members any consent to the representation of the Company that counsel may request pursuant to the Rules of Professional Conduct or similar rules in any other jurisdiction ("Rules"). Each Member acknowledges that Company Counsel does not represent any Member in the absence of a clear and explicit agreement to such effect between the Member and Company Counsel, and that in the absence of any such agreement Company Counsel shall owe no duties directly to a Member. In the event any dispute or controversy arises between any Members and the Company, or between any Members or the Company, on the one hand, and a Manager (or Affiliate of a Manager) that Company Counsel represents, on the other hand, then each Member agrees that Company Counsel may represent either the Company or such Manager (or his or her Affiliate), or both, in any such dispute or controversy to the extent permitted by the Rules, and each Member hereby consents to such representation. Each Member further acknowledges that Company Counsel has not represented the interests of any Member in the preparation and negotiation of this Agreement.

**10.18 Power of Attorney.**

10.18.1 **Attorney-in-Fact**. Each Member hereby grants to the Manager a special power of attorney irrevocably making, constituting and appointing the Manager as such Member's attorney-in-fact, with full power of substitution, with power and authority to act in such Member's name and on its behalf to execute, acknowledge and swear to in the execution,acknowledgment, filing and/or recording of any of the following:

(i) Any separate Certificate of Formation, as well as any amendments thereto or to this Agreement, which, under the laws of the State of Arizona or the laws of any other state, are required to be executed or filed or which is deemed advisable by the Manager to execute or file;

(ii) Any other instrument or document which may be required to be filed by the Company under the laws

of any state or by any governmental agency, or which is deemed advisable by the Manager to file;

(iii) Any instrument or document which may be required to affect the continuation of the Company, the admission of additional or Substitute Members, or the dissolution and termination of the Company (providedthe continuation, admission, or dissolution and termination are in accordance with the terms of this Agreement);

(iv) Any amendment to this Agreement as set forth in Section 10.9.1; and

(v) Any and all documents and agreements in connection with a sale Opportunity Zone Projects under this Agreement.

10.18.2 **Limitation on Use.** The Manager shall promptly furnish to the Members a copy of any amendment to this Agreement executed by any Manager pursuant to Section 10.9. The Manager shall not use such special power of attorney for any purpose other than as specifically set forth in Sections 10.9.1 and 10.19.1.

10.18.3 **Special Power of Attorney.** Such special power of attorney granted by each Member (i) is a special power of attorney coupled with an interest, is irrevocable, shall survive the incapacity of the granting Member and is limited to the matters set forth in this Agreement, and (ii) may be exercised by any Manager acting for the Member by a facsimile signature of such Manager.

10.18.4 **Effectiveness**. Notwithstanding the Effective Date of this Agreement (as identified on page 1 hereof) to the contrary, this Agreement will become effective and the Company operated in accordance herewith immediately upon theexecution hereof by the Manager and the Company, and this Agreement will become effective as to, and binding upon, the remaining Members of the Company upon their respective execution hereof.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]*

**IN WITNESS WHEREOF**, the foregoing Operating Agreement of Jupiter Logix Qualified Opportunity Fund I, LLC was executed by the Company, the Members and the Manager to be effective as of the Effective Date.

**Company:**

**Jupiter Logix Qualified Opportunity Fund I, LLC**
an Arizona limited liability company

By: Jupiter Logix, Inc.

_____, its Manager

By:_____,

_____, Director

**Manager:**

By: Jupiter Logix, Inc.

_____, its Manager

By:_____,

_____, Director

**Jupiter Logix Qualified Opportunity Fund I, LLC**

**Counterpart Member Signature Page**

The undersigned Member hereby executes the Operating Agreement of Jupiter Logix Qualified Opportunity Fund I LLC, an Arizona limited liability company, dated effective as of September 15, 2021, and hereby authorizes this signature page to be attached as a counterpart to such document.

Dated as of_____, 20__ . Amount of Subscription for Interests: $_____

**SIGNATURE BLOCK FOR INDIVIDUALS:**

Individual's Signature: _____

Individual's Printed Name: _____

**SIGNATURE BLOCK FOR JOINT ACCOUNTS:**

Individual #1's Signature: _____

Individual #1's Printed
Name: _____

Individual #2's Signature: _____

Individual #2's Printed
Name: _____

**SIGNATURE BLOCK FOR ENTITIES OR TRUSTS:**

Name of Entity/Trust: _____

By:_____
(Signature)
Signer's Printed Name: _____
Signer's Title: _____
(Example: Manager, Member, Trustee, etc.)

By:_____
(Signature)
Signer's Printed Name: _____
Signer's Title: _____
(Example: Manager, Member, Trustee, etc.)

**SIGNATURE BLOCK FOR IRAS:**

Name of IRA: _____

By:_____
(Custodian/Trustee Signature)
Custodian/Trustee's Printed Name: _____
Custodian/Trustee's Title: _____

IRA Participant's Signature: _____

IRA Participant's Printed
Name: _____

**SCHEDULE I TO OPERATING AGREEMENT OF**
**Jupiter Logix Qualified Opportunity Fund I, LLC Membership Schedule As September 15th, 2021**

| Member Name and Address | Capital Contribution | Series A Units | Series B Units | Membership Interest in Company |
|---|---|---|---|---|
| Jupiter Logix, Inc. | $1 | 1 | | 100.0000%* |
| **TOTALS:** | **$1** | **0** | 1 | **100.0000%** |

*This information is subject to adjustment following the closing of the Offering by the Company; an updated final version to be available upon requested to Manager when completed.

# EXHIBIT C

# ARTICLES OF ORGANIZATION

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## OF LIMITED LIABILITY COMPANY

### ENTITY INFORMATION

**ENTITY NAME:** JUPITER LOGIX QUALIFIED OPPORTUNITY FUND I LLC

**ENTITY ID:** 23272315
**ENTITY TYPE:** Domestic LLC
**EFFECTIVE DATE:** 09/15/2021
**CHARACTER OF BUSINESS:** Any legal purpose
**MANAGEMENT STRUCTURE:** Manager-Managed
**PERIOD OF DURATION:** Perpetual
**PROFESSIONAL SERVICES:** N/A

### STATUTORY AGENT INFORMATION

**STATUTORY AGENT NAME:** Jessica Contreras

**PHYSICAL ADDRESS:** 5215 N. Sabino Canyon Road, TUCSON, AZ 85750

**MAILING ADDRESS:** 5215 N. Sabino Canyon Road, TUCSON, AZ 85750

### PRINCIPAL ADDRESS

Attn: Jessica Contreras, 236 S. Scott Ave, #140, TUCSON, AZ 85701

### PRINCIPALS

Member and Manager: Jessica Contreras - 5215 N. Sabino Canyon Rd, TUCSON, AZ, 85750, USA - jupiterlogix@gmail.com - Date of Taking Office: 09/02/2021

### ORGANIZERS

Jessica Contreras: 5215 N. Sabino Canyon Road, TUCSON, AZ, 85750, USA, jupiterlogix@gmail.com

### SIGNATURES

Organizer: Jessica Contreras - 09/15/2021