OPERATING AGREEMENT
GREEN FIDDLER PRODUCTIONS LIMITED LIABILITY COMPANY

OPERATING AGREEMENT ("Agreement") dated as of July __, 2026 between **PHILIP TAUBER** (the "Managing Member"), and the persons or entities (collectively "Investing Members") executing the signature section of this Agreement as contained in each such party's Schedule A, which schedule is annexed to and made a part of this Agreement. For the purposes of this Agreement, "Members" shall mean the Managing Member and all of the Investing Members.

1. **Formation and Purpose of Company**. The Managing Member has formed Green Fiddler Productions Limited Liability Company (the "Company") to secure the necessary funds for the development of a musical play currently titled "Chagal The Musical" (the "Play"). The Company was organized on ______, 2026 by the filing of the Articles of Organization with the New York Secretary of State under and pursuant to the New York Limited Liability Company Law (the "Act"). The Company will finance certain expenses incurred in connection with the development of the Play including, without limitation: payments to the author and/or other creative personnel; readings, workshops and labs; providing enhancement funds for developmental productions of the Play; legal and accounting fees; general management fees; and reasonable expenses related to the development of the Play and shall enter into all contracts or agreements and do all things necessary or appropriate to the accomplishment of the foregoing purposes and the conduct or promotion of the Company's business. The Company shall not engage in any other business except with the consent of all of the Members. The term of the Company will commence on the date of the filing of the Articles of Organization and shall terminate at such time as determined by the Managing Member in its sole discretion.

2. **Name and Address**. The Company will be conducted under the name "Green Fiddler Productions Limited Liability Company." The address of the Company shall be 7660 Fay Avenue, Suite H383, La Jolla, Ca. 92037 or at such other place as the Managing Member may determine.

3. **Capitalization of the Company.**

3.1. The Company shall be capitalized at not more than Three Hundred Thousand Dollars ($300,000) ("Capitalization"). Capitalization shall occur at such time as the Managing Member closes the books to further capital contributions (the "Closing Date").

3.2. Each Investing Member's capital contribution to the Company shall be as shown on the Schedule A executed by such Investing Member and upon execution, each Investing Member shall make its capital contribution to the Company by check payable to "Green Fiddler Productions Limited Liability Company" or wire transfer to the account listed below:

Bank: Customers Bank
Swift Code:
Routing Number:
Account Number:
Account Name:

4. **<u>Commercial Production Plans.</u>**

4.1 If the Managing Member, in the exercise of its sole discretion, proceeds with its current plan to present a commercial production of the Play (the "Commercial Production"), the Managing Member, either alone or with or under license to others, will organize another limited liability company, limited partnership or similar financing entity (hereafter referred to as the "Commercial Production Company") for such purpose. The investment agreement of the Commercial Production Company will be in the form customarily used for commercial theatre productions, with such changes, additions and deletions as the Managing Member shall deem appropriate. The investors in the Commercial Production Company will share pro-rata in fifty (50%) percent of the adjusted net profits (the "Investor Adjusted Net Profits"), and the producer, whether a managing member(s), general partner(s) or other principal, will receive the remaining fifty (50%) percent of the adjusted net profits (the "Producer Adjusted Net Profits").

4.2 If the Managing Member elects to produce the Commercial Production, the capitalization of the Commercial Production Company shall include a sum equal to the Capitalization of the Company.

4.3 If the Managing Member commences the offering of investment interests in the Commercial Production Company, the Managing Member will at such time notify each Investing Member and will provide each Investing Member with offering documents detailing information about the Commercial Production Company, the budget and any other relevant information about the Commercial Production then known to the Managing Member.

4.4 If the Managing Member commences the offering of investment interests in the Commercial Production Company, it is specifically understood that the capital contributions of each Investing Member in the Company shall be deemed an investment in the Commercial Production Company, and each Investing Member agrees to execute the investment agreement of the Commercial Production Company as an investor, indicating the investment of such Investing Member's capital contribution. Each Investing Member specifically further agrees to execute that signature page of the investment agreement of the Commercial Production Company (the "Signature Page") which provides that such Investing Member has authorized the use of its investment contribution prior to the full capitalization of the Commercial Production Company and has waived the right of refund. If an Investing Member shall fail to execute and deliver the Signature Page within ten (10) calendar days after delivery to Investing Member, the Managing Member shall be deemed to be, and Investing Member irrevocably appoints the Managing Member, the true and lawful attorney-in-fact of Investing

Member, to execute and deliver the Signature Page in the name of Investing Member, which right is coupled with an interest.

4.5 In consideration of each Investing Member's capital contribution in the Company ("Original Investment"), the Managing Member agrees to the following with respect to the Commercial Production Company:

4.5.1 In addition to each investor receiving its share of Investor Adjusted Net Profits, an Investing Member whose Original Investment is *at* least ____________________ Dollars ($_________) shall be entitled to receive the additional adjusted net profits (the "Bonus") set forth in Schedule B attached hereto, payable, however, solely from the Managing Member's Adjusted Net Profits. The Bonus shall be calculated, defined, payable and returnable as shall be set forth in the investment agreement of the Commercial Production Company.

4.5.2 Each of the Investing Members shall have the right (but not the obligation) to contribute an additional amount (the "Additional Investment") to the Commercial Production Company as set forth in Schedule B and any financial entitlements in connection with the Additional Investment shall be on a most favored nations basis with any other investor (excluding any investor that is also a Managing Member or managing member of the Commercial Production Company or any front money investor) contributing an equal or lesser amount on the same terms and conditions as the Investing Member. The Bonus shall not apply to the Additional Investment, and any bonus amounts paid for the Additional Investment pursuant to this Section 4.5.2 shall not apply to the Original Investment. Failure of an Investing Member to contribute such Additional Investment within ten (10) business days following receipt of the offering documents for the Commercial Production Company shall be deemed a declination of this right to invest further.

4.6 Notwithstanding anything to the contrary contained in this Paragraph 4, there is no guarantee that the Managing Member will elect to produce the Commercial Production, which election the Managing Member may make in its sole discretion. **INVESTING MEMBERS SHOULD NOTE THAT THERE IS NO PROSPECT OF RECOUPMENT OF INVESTMENT IN THE COMPANY EXCEPT FROM THE ROLLOVER OF THE ORIGINAL INVESTMENTS IN THE COMPANY INTO THE COMMERCIAL PRODUCTION COMPANY AS DESCRIBED IN THIS PARAGRAPH.**

5. **Managing Member.**

5.1 Each of the Investing Members hereby authorizes the Managing Member to manage all of the business and affairs of the Company and to make all decisions related to the Company, including, without limitation, to: (i) negotiate and execute any contracts, conveyances, documents or other instruments which the Managing Member considers necessary or appropriate for carrying out the purposes of the Company; (ii) control any matters affecting the rights and obligations of the Company, including the selection and employment of general managers, attorneys and accountants to advise and represent the Company and the incurring of legal and accounting expense and/or other professional expenses; and (iii) enter into any kind of activity and perform and carry out contracts of any kind necessary to or in connection with or incidental to the accomplishment of the purposes of the Company, so long as said activities and agreements may be lawfully carried on or performed by a Company under the Act.

5.2 Notwithstanding any provision of this Agreement, the Managing Member shall have no authority to perform any act in violation of any applicable law or regulations or to act on behalf of the Company in a manner that would submit any Investing Member to personal liability for liabilities of the Company. Except as expressly set forth herein, the Managing Member shall have exclusive control over the affairs of the Company, and the Investing Members shall not actively participate in such affairs. The Managing Member shall be entitled to indemnity from the Company for any act performed by the Managing Member within the scope of authority conferred in this Agreement, provided that the Managing Member shall have acted in good faith and in a manner that it reasonably believes to be in the best interests of the Company and the Members, and that it have no reasonable grounds to believe that its conduct is unlawful.

5.3 Anything herein to the contrary notwithstanding, the parties agree that the obligations and liabilities of each Investing Member shall be limited to the obligation to invest the amount of the capital contribution shown on the signature page of this Agreement executed by such Investing Member.

5.4 The Managing Member shall be reimbursed for all reasonable out-of-pocket expenses actually incurred on behalf of the Company and, if the Managing Member so elects, for any and all monies expended by the Managing Member for the purposes of the Company prior to the full capitalization of the Company. To the extent that the Managing Member does not elect to be reimbursed for any such monies expended by it, and provided the outstanding amount owed to a Managing Member is in excess of $1,000, the Managing Member may elect to have the aggregate of such unreimbursed sums deemed capital contributions to the Company by the Managing Member as an Investing Member.

6. **<u>Investing Members</u>.** Each Investing Member acknowledges, represents and warrants to and agrees with the Managing Member and the Company, with full knowledge that each of them intends to rely hereon, that:

6.1 **IN THE EVENT THE MANAGING MEMBER DOES NOT ELECT TO PROCEED WITH THE COMMERCIAL PRODUCTION, NO INCOME WILL ACCRUE TO THE COMPANY AND/OR THE MEMBERS. CONSEQUENTLY, IN THE EVENT THE COMMERCIAL PRODUCTION COMPANY IS NEVER FORMED, THE INVESTING MEMBERS WILL NOT RECEIVE ANY RETURN OF THEIR CAPITAL CONTRIBUTIONS.**

6.2 The Investing Member has been furnished with all additional documents and information which it has requested with respect to the Company and the Play and acknowledges that any financial projections are estimates only and may not accurately reflect actual financial returns;

6.3 The Investing Member has had the opportunity to ask questions of and receive answers from the Managing Member concerning the Company and the Play and to obtain any additional information necessary to verify the accuracy of the information furnished;

6.4 The Investing Member recognizes and fully understands that interests in the Company are speculative investments which involve a high degree of risk of loss and that a purchaser of such interests may well lose all or a substantial part of such purchaser's investment;

6.5 The Investing Member has such knowledge and experience in financial business and theatrical matters as are necessary to evaluate the merits and risks of investing in theatrical productions, or has sought the advice of persons who have such knowledge and experience;

6.6 The Investing Member is investing hereunder without the benefit of any offering literature or prospectus and without relying on any representations made by any party other than those contained in this Agreement;

6.7 The Investing Member understands and acknowledges that interests in the Company and the financial interest which the Investing Member may be entitled to receive pursuant to this Agreement will be acquired solely for such Investing Member's own account, for investment purposes and not with a view to the resale or distribution thereof;

6.8 The Investing Member is aware that offering literature has not been filed with the Securities and Exchange Commission or the securities office of any state and understands and acknowledges that no federal, state or other government authority has made any finding or determination relating to the merits of an investment hereunder, and the Investing Member waives any right such Investing Member may have to receive the benefits of any additional offering documents that might otherwise be required by the United States Securities and Exchange Commission and/or any state Attorney General and/or any other regulatory body;

6.9 The Investing Member represents that either: (a) it is an individual or entity that satisfies the requirements for an Accredited Investor, as defined in Rule 501 promulgated under the Securities Act of 1933 (the "Securities Act"), as set forth in <u>Schedule C</u> attached hereto; or (b) Regulation D promulgated under the Securities Act is not applicable to the Investing Member because the Investing Member is not a "North American person," which, for purposes of this Agreement, shall mean a citizen or resident of the United States or Canada, including the Estate of any such person, a trust of which any such person is a beneficiary, or a corporation, partnership, trust or any other entity organized under the laws of the United States or Canada, their Territories, possessions, and any areas under their jurisdiction.

6.10 The Investing Member presently has sufficient cash readily available to satisfy all of such Investing Member's current cash requirements and possible contingent liabilities, and the Investing Member reasonably anticipates that it will have sufficient cash readily available to satisfy all future cash requirements and possible contingent liabilities for the foreseeable future.

6.11 The Investing Member has no investments or contingent liabilities and is aware of no other circumstances which such Investing Member reasonably anticipates might cause the need for sudden cash requirements in excess of cash readily available.

6.12 The Investing Member will suffer no material adverse change in financial condition if such Investing Member loses its entire investment in the Company**.**

6.13 If the Investing Member is a corporation, partnership, trust or other entity, the Investing Member is duly formed and validly existing under applicable state laws and has full power and authority to invest in the Company. The person signing this Operating Agreement on behalf of the Investing Member has been duly authorized by the Investing Member to do so.

6.14 The Investing Member understands and acknowledges that, except as specifically set forth in this Agreement, the Investing Member shall not have any rights with respect to the Play by reason of making a capital contribution to the Company.

6.15 The Investing Member understands and acknowledges that the Managing Member has the right to abandon the Play at any time for any reason whatsoever. If such abandonment occurs, the Investing Members shall only be entitled to a refund, pro rata with all other Investing Members, of such funds as the Company may have on hand when the Play is abandoned.

6.16 The Investing Member understands and acknowledges that declines or disruptions in the live entertainment, hospitality, tourism and/or travel industries, such as those caused by general public health concerns, including, without limitation, the ongoing COVID-19 pandemic, could significantly impact or even prevent or halt the Company's ability to do business.

6.17 The Investing Member understands and acknowledges that the Commercial Production Company may never be formed and/or capitalized and, if formed, that it may not generate sufficient income to return capital contributions and/or adjusted net profits.

7. **Assignment.** No Investing Member may assign this Agreement or any rights under this Agreement without the prior written consent of the Managing Member. If any party dies, or becomes incapacitated, or files a petition in bankruptcy, then such party's successors, administrators or receivers shall be entitled to receive any sums which would otherwise be payable to such Investing Member pursuant to the terms of this Agreement and may be entitled to be substituted as an Investing Member hereof.

8. **Private Transaction.** Each of the Members expressly acknowledges that this Agreement constitutes a private transaction, and that no steps of any nature have been taken to qualify the Company with any state or federal securities administrators or regulatory authorities pursuant to the provisions of any state or federal statute or any regulations adopted pursuant thereto. Each of the Members expressly waives any and all

rights that such party might otherwise have were the Company to have been formed by any other methodology or pursuant to the provisions of any such statutes and/or regulations.

9. **Company Representative.** Philip Tauber is hereby designated to act as the "partnership representative" under Section 6223(a) of the Code (the "Partnership Representative"). The Partnership Representative shall have all of the power and authority as provided in the Code and shall have similar powers with respect to state and local taxes. The Partnership Representative shall represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by any federal, state, local or foreign taxing authority, including any resulting administrative and judicial proceedings, and may retain professional advisors in connection therewith on the Company's behalf. The Partnership Representative shall promptly inform the Members of all significant matters that may come to its attention in its capacity as Partnership Representative and shall forward to each Member copies of all written communications it may send or receive in such capacity. Notwithstanding anything herein to the contrary, if there is an audit of the Company, the Managing Member may require a payment to the Company by each Person and Entity who was a Member during the taxable year that is being audited of its allocable share of the Company's costs and expenses in connection with such audits, and any tax, interest, additions to tax and penalties required to be paid by the Company, as determined by the Managing Member. The Company shall specifically allocate to each Person and Entity who was a Member during the year being audited, its allocable share of such costs, expenses, tax, interest, additional to tax and penalties. Each Member agrees that it will be bound by any action taken by the Partnership Representative, that it will not treat any Company item inconsistently on its individual income tax return with the treatment of the item on the Company's income tax return, and that it will not independently act with respect to tax audits or tax litigation affecting the Company.

10. **Governing Law**. This Agreement is made in the State of New York and shall be governed by and construed in accordance with the laws of that State applicable to contracts made and entirely performed therein without regard to any conflicts of law principles thereof.

11. **Arbitration.** All disputes or disagreements under this Agreement shall, if not mutually resolved, be submitted to arbitration in New York City before a single arbitrator under the rules of the American Arbitration Association. Any award rendered shall be final and conclusive upon the parties and a judgment thereunder may be entered in any court, state or federal of competent jurisdiction.

12. **Ratification.** Each person who becomes an Investing Member in the Company after the execution and delivery of Schedule A, and execution by the Managing Member, shall, by becoming an Investing Member, be deemed thereby to ratify and agree to all prior actions taken by the Company and the Managing Member.

13. **Appointment of the Managing Member as Attorney-in-Fact**. Each Investing Member hereby irrevocably appoints and empowers the Managing Member and its designees, acting either singly or jointly, as its true and lawful attorneys-in-fact and agents to effectuate, with full power of substitution and authority to act in its name, place and stead in effectuating and requisite to carrying out the intention and purposes of the Company and this Agreement, including but not limited to, the execution, acknowledgment swearing to, delivering, filing and recording of all certificates and/or articles (including the Articles of Organization) and amendments, or contracts, and/or counterparts hereof, and all other documents which the Managing Member deems necessary or reasonably appropriate: (a) to qualify or continue the Company as a limited liability company; (b) to amend this Agreement and/or the Articles of Organization from time to time without the consent of any of the Investing Members (i) to add and/or remove one or more Persons or Entities as a Managing Member; (ii) to add to the duties or obligations of the Managing Member, or surrender any right or power granted to the Managing Member herein for the benefit of the Investing Members; (iii) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to add any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement; and (iv) to delete or add any provision of this Agreement required to be so deleted or added by any appropriate governmental department or official with jurisdiction, which addition or deletion is deemed by such department or official to be for the benefit or protection of the Investing Members; (c) To accomplish the purposes and carry out the powers of the Company; and (d) To reflect the dissolution and termination of the Company. No attorney-in-fact appointed hereunder shall take any action as such attorney-in-fact for any Investing Member which would in any way increase the liability of said Investing Member beyond the liability expressly set forth in this Agreement. The appointment by each Investing Member of the Managing Member and its designees as aforesaid as attorneys-in-fact shall be deemed to be a power coupled with an interest in recognition of the fact that each of the Investing Members and the Managing Member under this Agreement will be relying upon the power of the Managing Member and its designees to act as contemplated by this Agreement in such filing and other action by them on behalf of the Company. The foregoing power of attorney shall be irrevocable and shall survive the permitted assignment by any Investing Member of the whole or any part of its interest hereunder, shall be binding on any assignee or vendee of an Investing Member interest hereunder or any portion thereof, including any assignee or vendee of only the distribution rights relating thereto, and shall survive the death, incompetence or legal disability of any Investing Member.

14. **Additional Documents.** Each of the Members shall from time to time, at the request of the Managing Member, execute, acknowledge and deliver to the Managing Member any and all further instruments which may be reasonably required to give full force and effect to the provisions of this Agreement.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one

instrument. Electronic signatures and electronic copies of signatures shall be valid and binding.

16. **Miscellaneous.** This Agreement shall be binding upon and shall inure to the benefit of the Members, their respective successors and permitted assigns. All terms and words used in this Agreement, regardless of the tense or gender in which they are used, shall be deemed to include each other tense and gender unless the context requires otherwise. This Agreement sets forth the entire agreement of the Members, may not be changed except by an instrument in writing signed by each of them, and supersedes any and all prior agreements between or among them. The failure of any party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this Agreement effective as of the date set forth above.

MANAGING MEMBER

GREEN FIDDLER PRODUCTIONS

LIMITED LIABILITY COMPANY

By: ___________________________

Philip Tauber
Managing Member

Schedule A

The Managing Member and ________________________________ ("Investing Member") hereby agree as follows:

1. Reference is herein made to the Operating Agreement of Green Fiddler Productions Limited Liability Company (the "Agreement"), to which this instrument is attached as Schedule A with respect to contributions of the undersigned, and whose provisions are deemed incorporated by reference as if such provisions were fully set forth herein. Capitalized terms used in this instrument are used in accordance with their definitions in the Agreement unless otherwise defined herein.

2. Upon the full execution of this instrument by the undersigned and the Managing Member, and upon delivery by the undersigned of a $__________________ cash contribution to the Company, the undersigned shall become an Investing Member in the Company and be bound by the Agreement.

3. The undersigned hereby authorizes the use of its cash contribution prior to the full capitalization of the Company for the purposes of the Company and waives any right of return except as set forth in the Agreement.

4. This Schedule A may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument. Electronic signatures or PDF copies of signatures shall be valid and binding.

By signing below, the undersigned acknowledges that it has received and read a copy of the Agreement and agrees to the terms of the Agreement and this Schedule A.

___________________________________ ___________________________________

Investing Member (Signature) **(Print Name)**

Social Security or Federal I.D. Number: ___________________________________

Mailing Address: ____

(Street Address)

____

(City) (State) (Zip Code)

Email Address: ____________________________ Phone: _____________________________________

Investment accepted subject to all of the rights and obligations of the Agreement and this Schedule A.

Dated: __________________ ____

Green Fiddler Productions Limited Liability Company

Schedule B

Investor Entitlements

Schedule C

Definition of Accredited Investor

"Accredited Investor" means any Person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that Person:

(1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act of 1940; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

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

(3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent, exceeds $1,000,000;[1]

> (i) Except as provided in paragraph (a)(5)(ii) of this section, for purposes of calculating net worth under this paragraph (a)(5):
>
> > (A) The person's primary residence shall not be included as an asset;
> >
> > (B) Indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and
> >
> > (C) Indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability;
>
> (ii) Paragraph (a)(5)(i) of this section will not apply to any calculation of a person's net worth made in connection with a purchase of securities in accordance with a right to purchase such securities, provided that:

[1] For the purposes of calculating joint net worth in this paragraph (5): Joint net worth can be the aggregate net worth of the investor and spouse or spousal equivalent; assets need not be held jointly to be included in the calculation. Reliance on the joint net worth standard of this paragraph (5) does not require that the securities be purchased jointly.

(A) Such right was held by the person on July 20, 2010;

(B) The person qualified as an accredited investor on the basis of net worth at the time the person acquired such right; and

(C) The person held securities of the same issuer, other than such right, on July 20, 2010.

(6) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in 17 CFR § 230.506(b)(2)(ii);

(8) Any entity in which all of the equity owners are accredited investors;[2]

(9) Any entity, of a type not listed in paragraph (1), (2), (3), (7), or (8), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000;[3]

(10) Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this paragraph (10), the Commission will consider, among others, the following attributes:

(i) The certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution;

(ii)The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;

(iii) Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and

(iv) An indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable[4];[4]

(11) Any natural person who is a ''knowledgeable employee,'' as defined in rule 3c–5(a)(4) under the Investment Company Act of 1940 (17 CFR 270.3c– 5(a)(4)), of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;

(12) Any ''family office,'' as defined in rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)–1):

(i) With assets under management in excess of $5,000,000,

(ii) That is not formed for the specific purpose of acquiring the securities offered, and

(iii) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and

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[2] It is permissible to look through various forms of equity ownership to natural persons in determining the accredited investor status of entities under this paragraph (8). If those natural persons are themselves accredited investors, and if all other equity owners of the entity seeking accredited investor status are accredited investors, then this paragraph (8) may be available.

[3] For the purposes this paragraph (9), ''investments'' is defined in rule 2a51–1(b) under the Investment Company Act of 1940 (17 CFR 270.2a51–1(b)).

[4] The Commission will designate professional certifications or designations or credentials for purposes of this paragraph (10), by order, after notice and an opportunity for public comment. The professional certifications or 00089830:4

(13) Any ‘‘family client,’’ as defined in rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)–1)), of a family office meeting the requirements in paragraph (12) of this section and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (12)(iii).