AMENDED AND RESTATED

LIMITED PARTNERSHIP AGREEMENT

OF

210K CAPITAL, LP

The limited partner interests in 210k Capital, LP have not been and will not be registered under the Securities Act of 1933 (as amended), or the securities laws of any state in the United States. The offering of such limited partner interests is in reliance on an exemption from registration requirements for offers and sales of securities that do not involve a public offering and similar exemptions under state securities laws. 210k Capital, LP has not been and will not be registered under the Investment Company Act of 1940 (as amended).

The limited partner interests are subject to material restrictions on transferability and resale. They may not be transferred or resold except (a) as permitted under applicable securities laws pursuant to registration or exemption therefrom and (b) in accordance with this Limited Partnership Agreement.

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LIMITED PARTNERSHIP AGREEMENT
OF
210K CAPITAL, LP

THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT is dated as of June 15, 2020, among the General Partner and the Limited Partners. The General Partner and the Limited Partners are collectively referred to herein as the "Partners."

ARTICLE I

GENERAL PROVISIONS

1.1 Formation. The Partners have formed a limited partnership (the "Partnership") pursuant to and in accordance with the Partnership Act. The term of the Partnership commenced upon the filing of the Certificate with the Secretary of State of the State of Delaware (the date of such filing is referred to herein as the date of "formation" of the Partnership) and shall continue until dissolution and termination of the Partnership in accordance with the provisions of Article VII hereof.

1.2 Name. The name of the Partnership is "210k Capital, LP" or such other name or names as the General Partner may designate from time to time. The General Partner shall promptly notify each Limited Partner in writing of any change in the Partnership's name.

1.3 Purpose. The Partnership is organized for the purpose of engaging in any and all activities permitted under applicable law, including investing directly or indirectly through one or more Special Purpose Vehicles or otherwise, in Digital Assets, Securities and other investments and engaging in all activities and transactions as the General Partner may deem necessary or advisable in connection therewith, including to do such acts as are necessary or advisable in connection with the maintenance and administration of the Partnership.

1.4 Principal Office. The General Partner shall maintain a principal office at 1428 15th Avenue South, Nashville TN 37212 or at such other place or places as the General Partner may from time to time designate.

1.5 Terms. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in Article XII.

ARTICLE II

CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS; ALLOCATIONS

2.1 Capital Accounts. A Partner's "Capital Account" as of a particular date shall consist of the following:

(a) an amount equal to the Partner's Original Capital Contribution;

(b) any increases to such account by reason of Additional Capital Contributions;

(c) any decreases to such account by reason of withdrawals from such account; and

(d) any increases or decreases to such Capital Account in accordance with the provisions of this Article II.

2.2 Capital Contributions.

(a) A Partner's "Original Capital Contribution" shall be the sum of U.S. Dollars and the value of any assets, as determined by the General Partner in its discretion, contributed by a Person upon its admission as a Partner as the same may be adjusted pursuant to Section 5.11. If the General Partner consents to a Limited Partner's contribution of assets other than U.S. Dollars to the Partnership, the Partnership may assess a special charge against such Limited Partner equal to the actual costs incurred by the Partnership in connection with accepting such contributed assets, including the costs of converting such asset into U.S. Dollars, liquidating or otherwise adjusting the Partnership's portfolio to accommodate such contributed assets. Such special charge will be assessed as of such date deemed appropriate by the General Partner and shall result in a reduction in such Limited Partner's Capital Account in an amount equal to such charge.

(b) A Partner may make any Capital Contribution as of the first date of any Fiscal Period (a "Contribution Date") or at other times as determined by the General Partner. Any Capital Contribution received on a date other than a Contribution Date shall be deferred and deemed made as of the next Contribution Date, and the Limited Partner shall not be entitled to receive any interest on such Capital Contribution during such deferral period.

2.3 Additional Capital Contributions.

(a) A Partner may, with the consent of the General Partner, make additional Capital Contributions in an amount deemed appropriate by the General Partner in U.S. Dollars or other assets ("Additional Capital Contributions") to the capital of the Partnership as of any Contribution Date or at other times as determined by the General Partner. Any Additional Capital Contribution received on a date other than a Contribution Date shall be deferred and deemed made as of the next Contribution Date, and the Limited Partner shall not be entitled to receive any interest on such Additional Capital Contribution during such deferral period.

(b) In connection with an Additional Capital Contribution by an existing Limited Partner, the General Partner may establish a new Capital Account to which such Additional Capital Contribution will be credited and which shall be maintained for the benefit of such Limited Partner separately from any existing Capital Account of such Limited Partner. Such separate Capital Account may be maintained for any purpose, in the discretion of the General Partner, including the calculation of the applicable Performance Allocation, Management Fee, High Water Mark and Loss Carryforward. If a Limited Partner has more than one Capital Account, any withdrawals by or distributions to such Limited Partner shall be applied to such Capital Accounts in such manner and proportion as the General Partner determines.

2.4 Determination of Net Asset Value.

(a) The net asset value of the Partnership ("Net Asset Value") shall be determined by the General Partner in accordance with the Valuation Policy set forth in Exhibit A hereto; provided, however, that the General Partner, in its discretion, may amend the Valuation Policy at any time, but the General Partner will provide notice of any material amendment to the Valuation Policy to the Limited Partners.

(b) All values assigned to the Partnership's assets and liabilities by the General Partner pursuant to this Section 2.4 shall be final and conclusive as to all of the Partners. No Limited Partner shall have the right to audit any Net Asset Value calculation made by the General Partner.

(c) To the extent that GAAP would require any of the Partnership's assets or liabilities to be valued in a manner that differs from the Valuation Policy, the General Partner may value such assets or liabilities (i) in accordance with GAAP, solely for purposes of preparing the Partnership's GAAP-compliant annual audited financial statements and (ii) in accordance with the Valuation Policy (without regard to any GAAP requirements relating to the determination of fair value) for all other purposes, including for purposes of determining and allocating among the Partners any increase in Net Asset Value, decrease in Net Asset Value, Performance Allocation, Loss Carryforward, High Water Mark, Partnership Interest, Capital Account Percentage or items of income, deduction, gain, loss or credit.

(d) Unless otherwise required by this Agreement, the General Partner shall determine the Net Asset Value of the Partnership as of the end of each Fiscal Period.

(e) The term "increase in Net Asset Value" shall be the excess of Net Asset Value of the Partnership at the end of any Fiscal Period (or other time period, as the case may be) over that of the Net Asset Value of the Partnership as of the end of the immediately preceding Fiscal Period, after adjusting for Capital Contributions and withdrawals and the deduction of any Partnership Expenses. The term "decrease in Net Asset Value" shall be the amount by which the Net Asset Value at the end of any Fiscal Period (or other time period, as the case may be) is less than the Net Asset Value of the Partnership as of the end of the immediately preceding Fiscal Period, after adjusting for Capital Contributions and withdrawals and the deduction of any Partnership Expenses.

2.5 Allocation of Increases and Decreases in Net Asset Value.

(a) Increases or decreases, as the case may be, in Net Asset Value for any Fiscal Period shall be allocated to the Capital Account of each Partner in the proportion to such Partner's Capital Account Percentage as of the beginning of such Fiscal Period.

(b) The General Partner shall have reallocated by credit to its Capital Account and debit from each Capital Account held by a Limited Partner at the last day of each calendar month or Fiscal Year (or such other period that this reallocation may be made in accordance with this Agreement), 20% of the net increase in Net Asset Value (including realized and unrealized gains and net of the Management Fee) in respect of each Limited Partner's Capital Account compared to the last day of the immediately preceding calendar month or Fiscal Year (or such other period), as determined on an accrual basis of accounting (the "Performance Allocation"); provided, however, that the Performance Allocation shall be subject to a Loss Carryforward and the High Water Mark. The General Partner shall receive the Performance Allocation only to the extent the increase in Net Asset Value of any Limited Partner's Capital Account exceeds the High Water Mark as of the date the Performance Allocation is determined. For example, if the Net Asset Value with respect to a Limited Partner's Capital Account as of the end of a Fiscal Year is US$100 and the High Water Mark with respect to the same Limited Partner's Capital Account as of the end of the same Fiscal Year is US$150, then the General Partner shall not receive a Performance Allocation with respect to such Limited Partner's Capital Account. Alternatively, if the Net Asset Value with respect to a Limited Partner's Capital Account as of the end of a Fiscal Year is US$200 and the High Water Mark with respect to the same Limited Partner's Capital Account as of the end of such Fiscal Year is US$150, then (assuming no application of Loss Carryforward) the General Partner shall be entitled to a Performance Allocation equal to US$10 (20% of the US$50 excess of Net Asset Value over the High Water Mark).

(c) The General Partner shall also be entitled to receive the Performance Allocation with respect to any amounts withdrawn by a Limited Partner, whether voluntarily or involuntarily, and upon dissolution of the Partnership. The Performance Allocation to the General Partner shall be in addition to the allocations of net increases or decreases in Net Asset Value to any Capital Account maintained by the General Partner pursuant to clause (a) above. The General Partner shall have no obligation to return or refund any Performance Allocation allocated to it regardless of whether there is any increase in Net Asset Value in any subsequent Fiscal Periods.

(d) In the event of a net decrease in the Net Asset Value of the Capital Account of any Limited Partner in any Fiscal Year (or other relevant Performance Allocation period), the amount of such net decrease shall be recorded and carried forward as a "Loss Carryforward." Any net increase in the Net Asset Value of the Capital Account of such Limited Partner in a subsequent Fiscal Year (or other period) shall be applied to reduce (but not below zero) such Loss Carryforward balance (and, conversely, any net decrease in Net Asset Value shall be applied to increase such Loss Carryforward balance). No Performance Allocation shall be made in respect of such Capital Account until the Loss Carryforward has been fully recovered as described above, and in the Fiscal Year (or other period) of such recovery, the Performance Allocation shall be calculated based on the excess net increase in Net Asset Value of such Capital Account (i.e., after being applied to reduce the Loss Carryforward to zero and after taking into account the High Water Mark). However, if a Limited Partner withdraws funds at a time in which such Limited Partner has a Loss Carryforward, the amount of such Loss Carryforward at such Withdrawal Date applicable to such Limited Partner shall be reduced by a percentage equal to 100% multiplied by a fraction, the numerator of which is the amount to be withdrawn from the Limited Partner's Capital Account, and the denominator of which is the amount in such Capital Account immediately prior to the withdrawal.

(e) Notwithstanding the allocation provisions set forth above, if the Partnership has a material item of income or loss in any Fiscal Period which relates to a matter or transaction occurring during a prior Fiscal Period (e.g., if the Partnership wins a cash settlement in a case it began in a prior Fiscal Period) the item of income or loss may, at the discretion of the General Partner, be shared among the Partners (including Persons who ceased to be Partners) in accordance with each such Partner's Partnership Interest in the Partnership during the applicable Fiscal Period.

(f) The General Partner, in its discretion, may elect to receive all or any portion of its Performance Allocation in Digital Assets.

2.6 Allocation for Tax Purposes; Withholding.

(a) Ordinary income, gains, losses and deductions of the Partnership for each year shall accrue to, and be borne by, the Partners in proportion to their sharing of net increases or decreases in Net Asset Value, the allocations of various types of taxable income and losses likewise being as nearly as possible proportionate.

(b) All allocations under this Section 2.6 shall be made pursuant to the principles of Code § 704 and in conformity with Treasury regulations promulgated thereunder (the "Regulations"), or the successor provisions to Code § 704 and the Regulations. In addition, all items of gain or loss recognized from the sale, exchange or other disposition of Partnership assets (including closing a position or determining a Digital Asset worthless) in any tax period will generally be allocated among the Partners, so that to the extent possible, consistent with a fair allocation of such items of gain or loss among all of the Partners, each Partner's gain or loss for tax purposes is equal to the amount of gain or loss allocated to its Capital Account in respect of such transactions.

(c) Notwithstanding anything to the contrary contained herein, the General Partner, in consultation with the Partnership's accountants may establish and maintain a separate "tax capital account" for each Partner in accordance with Code § 704 and the Regulations. All matters concerning the allocation of profits, gains and losses among the parties (including the taxes thereon) and accounting procedures not expressly provided for by the terms of this Agreement shall be determined by the General Partner in consultation with the accountants for the Partnership, and the General Partner is expressly permitted to use the aggregate method of apportioning taxable gain and loss under Code § 704. The General Partner's determination of the foregoing matters shall be final and conclusive as to all parties.

(d) Notwithstanding anything to the contrary contained in this Agreement, if a Partner withdraws its entire Capital Account from the Partnership, the General Partner will have the discretion to specially allocate an amount of the Partnership's taxable gains or losses to the withdrawing Partner to the extent that the Partner's Capital Account exceeds, or is less than, its federal income tax basis in its Partnership Interest.

(e) Any taxes, fees or other charges that the Partnership is required to withhold under applicable law with respect to any Partner shall be withheld by the Partnership (and paid to the appropriate government authority) and shall be deducted from the Capital Account of such Partner as of the last day of the Fiscal Year (or earlier if the Partner withdraws) with respect to which such amounts are required to be withheld.

(f) If any Partner unexpectedly receives any adjustments, allocations or distributions described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that cause a deficit balance in such Partner's Capital Account, the Partnership shall allocate items of Partnership income and gain to that Partner in an amount and manner sufficient to eliminate the deficit balance as quickly as possible, provided, however, that the Partnership shall make an allocation pursuant to this clause (f) only if and to the extent that a Partner would have a deficit Capital Account balance after the Partnership makes all other allocations provided for in this Section 2.6 as if this clause (f) were not in this Agreement. For purposes of any allocation pursuant to the preceding sentence, in determining any deficit balance in a Partner's Capital Account, the Partnership shall (i) reduce the Partner's Capital Account by expected adjustments, allocations or distributions described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), and (ii) increase the Partner's Capital Account by any amount that the Partner must restore to the deficit balance of its Capital Account or that Regulations Section 1.704-1(b)(2)(ii)(c) deems the Partner to restore to the deficit balance of its Capital Account.

ARTICLE III

DISTRIBUTIONS

3.1 Distribution Policy. If funds are available, the General Partner, in its discretion, may cause the Partnership to make quarterly or annual distributions to each Partner ("Tax Distributions") in an approximate amount equal to the Minimum Tax Distribution Amount for such Partner. Any such Tax Distributions shall be treated as distributions and shall be allocated as reductions to Capital Accounts held by a Partner as determined by the General Partner. Any distributions made from any Capital Account held by any Limited Partner shall reduce any Loss Carryforward or High Water Mark applicable to such Capital Account by the amount of such distribution.

ARTICLE IV

ORGANIZATIONAL AND PARTNERSHIP EXPENSES AND MANAGEMENT FEE

4.1 Organizational and Partnership Expenses. The Partnership shall pay or reimburse the General Partner for all Organizational Expenses and Partnership Expenses. All Organizational Expenses and Partnership Expenses will be deducted from each Partner's Capital Account on a pro rata basis in accordance with such Partner's Capital Account Percentage. If any Organizational Expenses or Partnership Expenses are paid by the General Partner or any General Partner Member, the Partnership shall reimburse the General Partner or General Partner Member, as applicable, for such Organizational Expenses and Partnership Expenses. The General Partner may convert any Digital Assets held by the Partnership into U.S. Dollars at such time and upon such terms as determined by the General Partner to pay any Organizational Expenses or Partnership Expenses or the Performance Allocation, and any costs or expenses associated with such conversion shall be considered Partnership Expenses. Without limiting the generality of the forgoing, the General Partner may charge any Partner (and not treat as an Organizational Expense or Partnership Expense, as applicable), any expense attributable to a single Partner or small group of Partners, including additional accounting expenses incurred in providing a calculation of unrelated business taxable income, if any, to any particular Partners. The General Partner may elect to amortize any Organizational Expenses over a period of time up to 60-months.

4.2 Management Fee.

(a) Beginning on the last day of the first full calendar month following the date of this Agreement and continuing on the last day of each month thereafter, the General Partner shall receive a monthly management fee (the "Management Fee") payable in arrears in an amount equal to 1/6 of 1.0% (2% annually) of the Net Asset Value (before any withdrawals) of each Capital Account held by a Limited Partner as of the end of each month.

(b) Each Limited Partner's allocable portion of the Management Fee may be reallocated to the General Partner's Capital Account within two Business Days of the end of each month or, in the General Partner's discretion, the Management Fee allocable from each Capital Account may be debited directly from such Capital Account and paid to the General Partner as if to a third party.

(c) The Management Fee shall be due and owing to the General Partner whether or not the General Partner is entitled to any Performance Allocation for any Fiscal Year or whether Net Asset Value increases with respect to any Fiscal Year, and any application of the High Water Mark or the Loss Carryforward shall not affect the Management Fee due and owing under this Section 4.2. If the Partnership is terminated other than as of a month-end, the Management Fee will be due on termination calculated as though the effective date of the termination were a month-end. The General Partner's Capital Account will not be debited for any Management Fee.

ARTICLE V

GENERAL PARTNER

5.1 Management Authority.

(a) General. The management of the Partnership shall be vested exclusively in the General Partner, and the General Partner shall have full control over the business and affairs of the Partnership, including the power to select investments and otherwise invest the Partnership's funds from

time to time as the General Partner deems appropriate. The General Partner shall have the power on behalf and in the name of the Partnership to carry out any and all of the objectives and purposes of the Partnership and to perform all acts and enter into and perform all contracts and other undertakings which the General Partner deems necessary or advisable or incidental thereto, including organizing one or more Special Purposes Vehicles or entering into agreements or otherwise transacting business with one or more banks, financial institutions, exchanges, investment managers, investment advisors, administrators, legal counsel, accountants, auditors, appraisers, placement agents, consultants, other service providers (including entities providing custody of digital assets) or counterparties as the General Partner may select from time to time, on such terms and subject to such conditions as the General Partner may determine, and regardless of whether such service providers or counterparties are Affiliates of the General Partner.

(b) Determinations. All matters concerning: (i) the allocation, distribution or calculation of net profits, net losses, Net Asset Value (including any increase or decrease), the Performance Allocation, any High Water Mark, any Loss Carryforward and the return of capital among the Partners, including the taxes thereon; and (ii) accounting procedures and determinations, tax determinations and elections, determinations as to on whose behalf expenses were incurred and the attribution of fees and expenses, and other determinations not specifically and expressly provided for in this Agreement, shall be determined by the General Partner (who may rely on third parties in its determination thereof). The determination of the General Partner with respect to such matters shall be final and conclusive as to all the Partners.

(c) Authority. Third parties dealing with the Partnership can rely conclusively upon the General Partner's certification that it is acting on behalf of the Partnership and that its acts are authorized. The General Partner's execution of any agreement on behalf of the Partnership is sufficient to bind the Partnership for all purposes. No Partner other than the General Partner has the authority or power to act for or on behalf of the Partnership, to do any act that would be binding on the Partnership, to make any expenditures or incur any obligations on behalf of the Partnership, or to authorize any of the foregoing, other than acts that are authorized by the General Partner.

(d) General Partner's Discretion. Except as otherwise specifically limited by this Agreement, the General Partner may exercise any or all of its rights, powers and remedies (including making any decision or determination) in its sole and absolute discretion without consent of or notice to any Limited Partner.

(e) Tax Elections. The General Partner, from time to time, may make or revoke any tax election under the Code including any election under Code § 754.

5.2 Indebtedness. The Partnership may incur indebtedness for borrowed money to fund or refinance any investment.

5.3 UBTI; ECI. The Partnership shall not be restricted from engaging in transactions that will cause tax-exempt Partners or Non-U.S. Partners to recognize UBTI or ECI, respectively, as a result of their investment in the Partnership.

5.4 Ordinary Operating Expenses. The General Partner and General Partner Members shall pay their respective ordinary overhead and administrative expenses incurred in connection with maintaining and operating their respective offices (including salaries, rent and equipment expenses) to the extent not constituting Organizational Expenses or Partnership Expenses.

5.5 General Partner Status. The General Partner may admit additional general partners to the Partnership as determined by the General Partner without the consent of the Limited Partners.

Notwithstanding anything herein to the contrary, the General Partner may Transfer its general partner interest in the Partnership, including by means of a Change of Control of the General Partner, without the consent of the Limited Partners but subject to Section 6.4. Any transferee of the general partner interest shall assume the status of and shall have all of the rights, powers and obligations that the General Partner possessed prior to such Transfer.

5.6 No Liability to Partnership or Limited Partners. None of the General Partner, the General Partner Members or any member, manager, shareholder, partner, director, officer, employee, agent, advisor, representative or Affiliate of the General Partner or the General Partner Members (or any of their respective members, managers, shareholders, partners, directors, officers, employees, agents, advisors, representatives or Affiliates) (collectively, "Covered Persons"), shall be liable to any Limited Partner or the Partnership for: (a) any action taken, or failure to act, as General Partner unless and only to the extent that such action taken or failure to act is a willful violation of a material provision of this Agreement or constitutes gross negligence or willful malfeasance by the General Partner or was taken or failed to be taken in bad faith; (b) any action or inaction arising from reasonable reliance upon the opinion or advice as to legal matters of legal counsel or as to accounting matters of accountants selected by any of them with reasonable care; or (c) the action or inaction of any agent, contractor or consultant selected by any of them. No Covered Person shall be deemed to be a guarantor of the value of any Capital Account or have any liability for the repayment of any Capital Contribution to any Limited Partner.

5.7 Indemnification of General Partner and Others.

(a) The Partnership shall indemnify each Covered Person (including the "partnership representative" as such term is used in Section 9.3) against any claims, losses, liabilities, damages, costs or expenses (including attorneys' fees, judgments and expenses in connection therewith and amounts paid in defense and settlement thereof) to which the Covered Persons may directly or indirectly become subject in connection with the Partnership, or in connection with any involvement with any investment (including serving as a manager or member of any entity holding an investment), except to the extent that the Covered Person (x) acted in bad faith or (y) was either grossly negligent or engaged in willful malfeasance. The Partnership may pay the expenses incurred by any Covered Person indemnifiable hereunder, as such expenses are incurred, in connection with any proceeding in advance of the final disposition, so long as the Partnership receives an undertaking by such Covered Person to repay the full amount advanced if there is a final determination that such Covered Person failed the standards, as applicable, set forth in clauses (x) and (y) above or that such Person is not entitled to indemnification as provided herein for other reasons. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person acted in bad faith or was either grossly negligent or engaged in willful malfeasance.

(b) Any Person entitled to seek indemnification hereunder shall first use reasonable efforts to seek indemnification from other available sources (e.g., from such Person's insurance providers), if any, prior to obtaining indemnification hereunder; provided that any such Person may seek and obtain indemnification hereunder if at any time such Person reasonably believes that such Person will not receive timely indemnification on terms reasonably acceptable to such Person from such other sources or if such indemnification is to pay the expenses incurred by such Person in advance of the final disposition in accordance with this Section 5.7.

5.8 Other Business Endeavors. Each Partner's interest in the business endeavors of the other Partners is limited to its interest in the Partnership, and no Partner's future business activities are restricted. The General Partner shall not be required to devote its full time to the business of the Partnership but shall devote so much of its time and efforts to the affairs of the Partnership as may in its judgment be necessary to accomplish the purposes of the Partnership. Nothing herein shall prevent the General Partner or any

Limited Partner from conducting any other business, including any business related to Digital Assets, Securities or other investments, whether or not such business ventures are in direct or indirect competition with the Partnership. The General Partner is not prohibited from buying or selling Digital Assets, Securities or interests in other investments for its own account, including the same investments as are purchased, sold or held by the Partnership. The General Partner and its members, officers, directors, employees and agents may engage and hold interests in other business ventures of every kind and description for their own account, including other investment entities similar to the Partnership, whether or not such business ventures are in direct or indirect competition with the Partnership, and whether or not the Partnership or any of the Partners also has an interest therein, without having to account to the Partnership or any Partner for any profits or other benefits derived therefrom and without incurring any obligation to offer any interest in any such activity to the Partnership or any Partner.

5.9 Insurance. To the extent commercially practicable, the General Partner may cause the Partnership to obtain policies of insurance reasonably adequate in type and amount to protect against significant areas of risk to the Partnership and its assets, as determined by the General Partner from time to time.

5.10 Removal of the General Partner. The General Partner may not be removed by the Limited Partners, nor may the Limited Partners amend the Performance Allocation paid to the General Partner or alter the composition of the number of General Partners in any way.

5.11 Marketing Fees and Sales Charges. The General Partner may sell Limited Partner Interests through broker-dealers, placement agents and other Persons and pay a marketing fee or commission in connection with such activities, and such expenses will be considered Partnership Expenses. The General Partner reserves the right to deduct a percentage of the amount invested by a Limited Partner in the Partnership to pay sales fees or charges to a broker-dealer, placement agent or other Person based upon the Capital Contribution of the investor introduced to the Partnership by such broker-dealer, agent or other Person. Any such sales fees or charged will be assessed against the referred investor and reduce the amount actually invested in the Partnership.

5.12 Directed Brokerage. The General Partner may direct Partnership brokerage transactions to brokers or other Persons who refer prospective Limited Partners to the Partnership. The General Partner, at its own expense, may pay finders' fees or other compensation to such Persons.

5.13 Allocation of Investment Opportunities. The General Partner may determine that certain investments will be suitable for acquisition by the Partnership and other accounts managed or owned by the General Partner and its Affiliates. In such instance, and if the General Partner is not able to acquire the desired aggregate amount of such investments on the terms and conditions desired by the General Partner, the General Partner will allocate the limited amount of such investments acquired among the various accounts by whatever means the General Partner determines to be reasonable under the circumstances.

5.14 Aggregation of Orders. The General Partner may aggregate purchase and sale orders of investments held by the Partnership with similar orders being made simultaneously for other accounts or entities if, in the General Partner's reasonable discretion, such aggregation is likely to result in an economic benefit to the Partnership (including improved purchase or sale pricing, lower commissions or beneficial timing). In many instances the purchase and sale of investments for the Partnership will be effected simultaneously with the purchase and sale of similar investments for other accounts or entities controlled by the General Partner or its Affiliates. Such transactions may be made at slightly different prices, due to the volume of investments purchased or sold. In such event, the average price of all investments purchased and sold in such transactions may be determined in the discretion of the General Partner, and the Partnership may be charged or credited with the average transaction price.

5.15 Withdrawals by the General Partner. The General Partner may withdraw any amounts in its General Partner's Capital Account at any time, from time to time, without the consent of the Limited Partners and without notice to any of the Limited Partners.

ARTICLE VI

LIMITED PARTNERS

6.1 Limited Liability. The Limited Partners shall not be personally liable for any obligations of the Partnership, except to the extent required by this Agreement and the Partnership Act provided that a Limited Partner shall be required to return any distribution made to it in error. To the extent any Limited Partner is required by the Partnership Act to return to the Partnership any distributions made to it and does so, such Limited Partner shall have a right of contribution from each other Limited Partner similarly liable to return distributions made to it to the extent that such Limited Partner has returned a greater percentage of the total distributions made to it and required to be returned by it than the percentage of the total distributions returned by such other Limited Partner.

6.2 No Participation in Management. The Limited Partners (in their capacity as such) shall not participate in the control, management, direction or operation of the affairs of the Partnership and shall have no power to bind or act for the Partnership. The Limited Partners have no right or power to cause the dissolution or winding up of the Partnership by court decree or otherwise.

6.3 Transfer of Limited Partner Interests.

(a) A Limited Partner may not sell, assign, transfer, pledge, mortgage, encumber or otherwise dispose of (a "Transfer") all or any of its interest in the Partnership (including any transfer or assignment of all or a part of its interest to a Person who becomes an assignee of a beneficial interest in Partnership profits, losses and distributions even though not becoming a substitute Limited Partner) unless the General Partner has consented to such Transfer in writing, which consent may be withheld in the General Partner's discretion, except that: (i) such consent shall not be required with regard to an assignment by a Limited Partner of its entire beneficial interest to its Affiliate and shall not be unreasonably withheld by the General Partner with regard to an assignment by a Limited Partner of its entire beneficial interest to any other Person, provided that, in each case, all of the following conditions are satisfied (as reasonably determined by the General Partner) (A) such assignee constitutes only one beneficial owner of the Partnership's securities for purposes of the Investment Company Act and only one partner of the Partnership within the meaning of Regulation § 1.7704-1(h), (B) such assignee is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act, and (C) such assignment does not cause the General Partner, any of its Affiliates, the Partnership or any of the Limited Partners to be subjected to any regulations or reporting requirements that the General Partner determines to be significant or burdensome or to any tax obligation; and (ii) a Limited Partner that is a trust under an employee benefit plan may, upon prior written notice to the General Partner, Transfer a beneficial interest in all (but not less than all) of its interest in the Partnership to any other trust under such employee benefit plan, provided that such trust satisfies each of the requirements described in clauses (i)(A) through (i)(C) above (as determined by the General Partner). Notwithstanding anything in this Section 6.3(a) to the contrary, the transferor shall remain liable for all liabilities and obligations relating to the transferred beneficial interest (unless the transferee becomes a substitute Limited Partner as provided in Section 6.3(b) or the General Partner otherwise consents), and such transferee shall become an assignee of only a beneficial interest in Partnership profits, losses and distributions and shall not become a substitute Limited Partner except with the consent of the General Partner as provided in Section 6.3(b). No consent of any other Limited Partner shall be required as a condition precedent to any Transfer. The voting rights of any Limited Partner Interest

shall automatically terminate upon any Transfer of such interest to a trust, heir, beneficiary, guardian or conservator or upon any other Transfer if the transferor no longer retains control over such voting rights and the General Partner has not consented in writing to such transferee becoming a substitute Limited Partner. As a condition to any Transfer of a Limited Partner Interest (including a Transfer not requiring the consent of the General Partner), the transferor and the transferee shall provide such legal opinions, documentation and information (including information necessary to comply with the requirements of Code § 743(e), if applicable) as the General Partner shall reasonably request.

(b) Notwithstanding anything to the contrary contained in this Section 6.3, a transferee or assignee of a Limited Partner Interest shall not become a substitute Limited Partner without the consent of the General Partner and without executing a copy of this Agreement or an amendment hereto in form and substance satisfactory to the General Partner; provided that if any such transferee is an Affiliate of the transferor and became a transferee as permitted in accordance with the provisions of this Section 6.3, the General Partner shall not unreasonably withhold its consent to the transferee becoming a substitute Limited Partner. Any substitute Limited Partner admitted to the Partnership with the consent of the General Partner shall succeed to all rights and be subject to all the obligations of the transferring or assigning Limited Partner with respect to the interest to which such Limited Partner was substituted. The General Partner may modify Schedule I hereto to reflect admittance of any substitute Limited Partners.

(c) Unless the General Partner otherwise determines, the transferor and transferee of any Limited Partner Interest shall be jointly and severally obligated to reimburse the General Partner and the Partnership for all reasonable expenses (including attorneys' fees and expenses and any immediate or ongoing accounting costs attributable to the Partnership's compliance with the requirements of Code §§ 743(b) or (e) with respect to the transferred interest) of any Transfer or proposed Transfer of a Limited Partner Interest, whether or not consummated.

(d) The transferee of any Limited Partner Interest shall be treated as having the Capital Account of, and having received all of the allocations and distributions received by, the transferor of such interest in respect of such interest.

(e) Notwithstanding any other provision of this Agreement, no Transfer (including any Transfer of an interest in Partnership profits, losses or distributions) shall be permitted or become effective if such Transfer would (i) unless the General Partner otherwise consents, cause the Partnership to have more than 100 Partners, as determined for purposes of Regulations §1.7704-1(h), (ii) unless the General Partner otherwise consents, cause the Partnership to lose its ability to rely on the exemption from registration under the Investment Company Act upon which the Partnership is relying at such time, (iii) cause the Partnership to be treated as a publicly traded partnership within the meaning of Code § 7704 and Regulations § 1.7704-1, (iv) cause all or any portion of the assets of the Partnership to constitute "plan assets" for purposes of ERISA, or (v) create a significant risk of causing the results contemplated by any of clauses (i) through (iv), as determined by the General Partner. Without limiting the generality of this Section 6.3, to prevent the Partnership from being treated as a publicly traded partnership, without the consent of the General Partner, no Transfer of Limited Partner Interests shall be permitted if such Transfer would cause the aggregate Transfer of Limited Partner Interests for a given Partnership taxable year to exceed two percent of total Limited Partner Interests (excluding for this purpose, any Transfer by a Limited Partner described in Regulations §§ 1.7704-1(e), (f) or (g)).

(f) Any Transfer which violates this Section 6.3 shall be void ab initio and the purported buyer, assignee, transferee, pledgee, mortgagee or other recipient shall have no interest in or rights to Partnership assets, profits, losses or distributions and neither the General Partner nor the Partnership shall be required to recognize any such interest or rights.

6.4 Withdrawals. A Limited Partner may withdraw all or any portion of any Capital Account only in the manner and to the extent provided in this Section 6.4; provided, however, no Limited Partner may withdraw any portion of any Capital Account until the first anniversary of its Original Capital Contribution Date.

(a) A Limited Partner may withdraw (i) as of the last day of any Fiscal Period (each such date shall be referred to herein as a "Withdrawal Date"), upon at least 60 days' prior written notice to the General Partner or (ii) upon a Change of Control of the General Partner provided that such Limited Partner give written notice to the Partnership within 30 days of such Change of Control. All withdrawals shall be deemed made prior to the commencement of the immediately following Fiscal Period, but no withdrawals shall be given effect prior to calculation of any Performance Allocation or Management Fee as may be due as of the end of such Fiscal Period.

(b) The following provisions shall apply to all withdrawals:

(i) If the Withdrawal Date is a date other than the last day of any Fiscal Year and the Net Asset Value of the Capital Account of the Limited Partner making such withdrawal is higher than the last day of the Fiscal Year immediately preceding the Withdrawal Date (and after the application of any Loss Carryforward and subject to High Water Mark), a Performance Allocation in respect of such account shall be calculated and allocated to the General Partner's Capital Account as of such Withdrawal Date in an amount equal to the product of (x) a fraction, the numerator of which is the amount of any such withdrawal and the denominator of which is the Net Asset Value attributable to such Capital Account as of the Withdrawal Date as estimated in good faith by the General Partner (without reduction for the amount of such withdrawal) and (y) the Performance Allocation.

(ii) The High Water Mark for a Capital Account after a withdrawal shall equal the High Water Mark for such Capital Account immediately prior to the withdrawal minus the sum of (x) the amount withdrawn from such Capital Account and (y) any amount allocated to General Partner's Capital Account pursuant to clause (i) above.

(iii) A withdrawal by a Limited Partner that constitutes, together with prior withdrawals by that Limited Partner within any Fiscal Year, less than 90% of the aggregate value of such Limited Partner's Capital Account, shall be paid as soon as practicable after the applicable Withdrawal Date.

(iv) A Limited Partner that is withdrawing an amount that is more than 90% of the aggregate value of such Limited Partner's Capital Account (when combined with all prior withdrawals by such Limited Partner within any Fiscal Year) shall be paid 90% of the requested amount as soon as practicable after the applicable Withdrawal Date. The balance of the amount payable upon such withdrawal (calculated on the basis of unaudited data) shall be paid, without interest, within 30 days after completion of the audited financial statements for the Fiscal Year in which the withdrawal occurs.

(c) The General Partner may require a Limited Partner to withdraw all or any portion of such Limited Partner's Capital Account, or otherwise redeem a Limited Partner's Limited Partner Interest, for any reason or no reason at all by written notice to the Limited Partner specifying the date of withdrawal. As soon as practicable thereafter, the withdrawing Limited Partner shall receive the amounts due to such Limited Partner as provided in clause (b) above.

(d) Subject to Section 3.1, all payments under this Section 6.4 shall be made in cash.

(e) All notices of withdrawal must specify the dollar amount or percentage of value of a Limited Partner's Capital Account to be withdrawn. The General Partner may waive any notice periods or any other restrictions on withdrawals.

(f) If the General Partner permits a Limited Partner to withdraw any portion of its Capital Account other than on the last day of any Fiscal Period, the General Partner may impose an administrative fee to cover the legal, accounting, administrative, brokerage and any other costs and expenses associated with such withdrawal.

(g) Upon withdrawal of all of the capital in its Capital Account, a Limited Partner shall be deemed to have withdrawn from the Partnership and shall immediately cease to be considered a Partner hereunder or have any of the benefits under this Agreement or the Partnership Act.

(h) Notwithstanding anything in this Agreement to the contrary, the General Partner may immediately upon notice to the Limited Partners suspend or postpone the payment of any withdrawals from Capital Accounts:

(i) during the existence of any state of affairs which, in the General Partner's discretion, makes the disposition of the Partnership's investments impractical or prejudicial to the Partners, or where such state of affairs, in the General Partner's discretion, makes the determination of the price or value of the Partnership's investments impractical or prejudicial to the Partners;

(ii) where any withdrawals or distributions, in the General Partner's discretion, would result in the violation of any applicable law or regulation; or

(iii) for such other reasons or for such other periods as the General Partner may reasonably determine.

(i) In addition to the other restrictions on withdrawal set forth in this Section 6.4, if as of any Withdrawal Date, withdrawal requests are received that, when combined with all other withdrawal requests, would result in a withdrawal of more than 20% of the Net Asset Value (the "Threshold Level"), the General Partner may, in its discretion, reduce, on a pro-rata basis, the amounts to below the Threshold Level and may carry forward the balance of withdrawal requests to the next earliest Withdrawal Date and, if necessary, for successive Withdrawal Dates. Withdrawal requests that have been carried forward from an earlier Withdrawal Date (and that have not been withdrawn by the Limited Partner) will have priority over subsequent withdrawal requests. Capital not withdrawn from the Partnership by virtue of restrictions imposed by this clause (i) shall remain invested in the Partnership and, therefore, subject to the risks of the Partnership and subject also to the Performance Allocation and the Partnership Expenses until such time as such capital is withdrawn.

6.5 No Termination. Neither the substitution, death, incompetency, dissolution (whether voluntary or involuntary) nor bankruptcy of a Limited Partner shall affect the existence of the Partnership, and the Partnership shall continue until its existence is terminated as provided in this Agreement.

6.6 Designation of Limited Partners. The General Partner may for legal, regulatory or other reasons designate any Limited Partner Interest, in whole or in part, as non-voting, and any non-voting Limited Partner Interest shall be otherwise identical in all regards to all other Limited Partner Interests held by the Limited Partners.

6.7 Reimbursement for Payments on Behalf of a Partner.

(a) If the Partnership is obligated to pay any amount to a governmental agency or body or to any other Person (or otherwise makes a payment) because of a Partner's status or which is otherwise specifically attributable to a Partner (including federal withholding taxes with respect to foreign Partners, state withholding taxes, state unincorporated business taxes, etc.), then such Partner (the "Reimbursing Partner") shall reimburse the Partnership in full for the entire amount paid (including any interest, penalties and expenses associated with such payment). At the option of the General Partner, the amount to be reimbursed may be charged against the Capital Account of the Reimbursing Partner, and, at the option of the General Partner, but without duplication:

(i) promptly upon notification of an obligation to reimburse the Partnership, the Reimbursing Partner shall make a cash payment to the Partnership equal to the full amount to be reimbursed (and the amount paid shall be added to the Reimbursing Partner's Capital Account but shall not be deemed to be a Capital Contribution); or

(ii) the Partnership shall reduce subsequent distributions which would otherwise be made to the Reimbursing Partner until the Partnership has recovered the amount to be reimbursed; provided that the amount of such reduction shall be deemed to have been distributed for all purposes of this Agreement, but such deemed distribution shall not further reduce the Reimbursing Partner's Capital Account.

(b) A Reimbursing Partner's obligation to make reimbursements to the Partnership under this Section 6.7 shall survive the termination, dissolution, liquidation and winding up of the Partnership, and for purposes of this Section 6.7, the Partnership shall be treated as continuing in existence. The Partnership may pursue and enforce all rights and remedies it may have against each Partner under this Section 6.7, including instituting a lawsuit to collect such contribution with interest calculated at a rate equal to the Base Rate plus four percentage points per annum (but not in excess of the highest rate per annum permitted by law).

6.8 Co-Investments. The General Partner may permit one or more of the Limited Partners (but not necessarily all Limited Partners) or other Persons to participate in an investment opportunity available to the Partnership. The General Partner shall allocate any such investment among the Partnership and the Persons, if any, who are co-investing in such proportions as the General Partner, in its discretion, shall determine.

6.9 Confidential Information. Notwithstanding anything herein to the contrary (other than as expressly required by Section 8.3), the General Partner has the right not to disclose any Confidential Information to any Limited Partner or to the Limited Partner's Affiliates, employees, representatives, agents or attorneys if the General Partner determines that such disclosure is not in the best interest of the Partnership or any Partner. Each Limited Partner shall keep confidential and shall not disclose or permit any of its Affiliates to disclose, any information or materials (including any information relating to the Partnership's investment strategy or holdings) regarding the Partnership, the General Partner, and each of their respective Affiliates or the other Partners (whether or not such information or materials have been designated by the General Partner as Confidential Information), except to the extent, and only to the extent, that: (a) the disclosure of such information or materials is expressly required by law; (b) the information or materials were previously known to such Limited Partner; (c) the information or materials become publicly known other than through the actions or inactions of such Limited Partner or its Affiliates, employees, representatives, agents or attorneys; or (d) the disclosure of such information and materials by such Limited Partner is to its Affiliates, employees, representatives, agents, investors or attorneys (provided that, in each case, such Persons agree in writing to keep such information and materials confidential to the same extent

as if they were Limited Partners or are otherwise required under law to keep such information confidential). Without limiting the foregoing, if any Limited Partner or any of its Affiliates is required by any law, statute, governmental rule or regulation or judicial or governmental order, judgment or decree to disclose any Confidential Information, prior to such disclosure such Person shall promptly notify the General Partner in writing of such anticipated disclosure, which notification shall include the nature of the legal requirement and the extent of the required disclosure and shall be accompanied by an opinion of the Limited Partner's counsel that such disclosure is required by applicable law, and such Person shall cooperate with the General Partner to preserve the confidentiality of such information consistent with applicable law (including withholding disclosure of such Confidential Information until such time as it has been finally determined that such disclosure is required under applicable law). The General Partner may agree to limit the applicability of any portion of this Section 6.9 to a particular Limited Partner.

6.10 Additional Limited Partners. The General Partner may admit as of any Contribution Date, or at any other time that the General Partner determines, as additional Limited Partners ("Additional Limited Partners"), Persons making a Capital Contribution to the Partnership. The General Partner may establish such minimum initial Capital Contribution requirements as the General Partner deems appropriate and that minimum may thereafter be waived or changed by the General Partner in its discretion. Any Capital Contribution received on a date other than a Contribution Date shall be deferred and deemed made as of the next following Contribution Date, and the Additional Limited Partner shall not be entitled to receive any interest on its Capital Contribution during such deferral period. Any Digital Assets accepted as Capital Contributions from Additional Limited Partners shall be valued by the General Partner using the valuation criteria set forth in Section 2.4. Notwithstanding anything to the contrary contained herein, the Partnership shall not have more than 100 "beneficial owners" as defined in the Investment Company Act.

6.11 Classes of Interests; Side Letter Agreements. The Partnership, in the General Partner's discretion, may establish additional Classes of Interests and enter into Side Letter Agreements that provide for different or additional terms than those of the Limited Partner Interests described in this Agreement, including by way of example different Performance Allocation rates, information rights and withdrawal rights. The Partnership may establish new Classes of Interests or enter into Side Letter Agreements without providing notice to, or receiving consent from, the Limited Partners. The General Partner may, in its discretion, determine the terms of such Classes of Interests and Side Letter Agreements. The General Partner, in its discretion, may also, through Side Letter Agreements, waive, reallocate, reduce or otherwise alter the Performance Allocation, Management Fee, Loss Carryforward or High Water Mark with respect to any Capital Account for any period. No waiver, reduction or arrangement with respect to a particular Capital Account will entitle the Limited Partner holding such Capital Account, or any other Limited Partner, to any waiver, reduction or arrangement with respect to any other Capital Account.

ARTICLE VII

DURATION AND TERMINATION

7.1 Duration. The Partnership shall commence on the day on which the Certificate was filed with the Secretary of State of the State of Delaware and shall end upon the first to occur of the following: (a) the General Partner elects to terminate the Partnership; (b) the occurrence of any of the events of withdrawal of a general partner specified in § 17-402 of the Partnership Act; (c) any event which shall make unlawful the continued existence of the Partnership; or (d) the General Partner or the Partnership (i) files a voluntary petition in bankruptcy; (ii) is involuntarily dissolved and commences its winding up; (iii) consents to or acquiesces to the appointment of a trustee, receiver or liquidator; or (iv) has entered against it an order for relief in a federal bankruptcy proceeding which order is not stayed, vacated or dismissed within 90 days. Notwithstanding any other provision of this Agreement, if the General Partner

determines that there has been an "assignment" of this Agreement within the meaning of the Investment Advisers Act and the requisite consent of the Partnership has not been obtained, then the General Partner may (but is not obligated to) terminate the Partnership by delivering written notice to such effect to the Limited Partners.

7.2 Liquidation of the Partnership.

(a) Liquidation. Upon termination and dissolution, the Partnership shall be liquidated in an orderly manner in accordance with the provisions of this Agreement and the Partnership Act. The General Partner shall be the liquidator to wind up the affairs of the Partnership pursuant to this Agreement or, if the General Partner is not able to act as the liquidator, a liquidator shall be appointed by the Limited Partners representing a majority of the Capital Account Percentage.

(b) Final Allocation and Distribution. Following termination and dissolution of the Partnership and upon liquidation and winding up of the Partnership, the General Partner or a liquidator appointed pursuant to Section 7.2(a) shall make a final allocation of all items of income, gain, loss and expense in accordance with Article II hereof, and the Partnership's liabilities and obligations to its creditors shall be paid or adequately provided for prior to any distributions to the Partners. After payment or provision for payment of all liabilities and obligations of the Partnership, the remaining assets, if any, shall, subject to clause (c) below, be distributed among the Partners according to Article II.

(c) Potential Obligations. The General Partner shall cause the Partnership to hold in escrow, for a period of 12 months from the date of which such amount would otherwise have been distributed to the Partners in accordance with Section 7.2(b), 10% of the aggregate amount that would otherwise be distributed to the Partners in accordance with Section 7.2(b), in order to satisfy any potential indemnification obligations under Section 5.7 or any other contingent claims or potential liabilities of the Partnership. If such escrowed amount is not sufficient for the Partnership to satisfy any such obligation or liability that arises, then to the extent required by applicable law, the General Partner may recall distributions made pursuant to this Agreement pro rata according to the amount which such obligation or liability would have reduced the distributions received by the Partners pursuant to this Agreement had such obligation or liability been incurred by the Partnership prior to the time such distributions were made; provided that in no event shall any Partner be required to contribute any amounts on or after the third anniversary of the date final distributions are first made pursuant to Section 7.2(b).

(d) Distribution in Kind. If on the dissolution of the Partnership, the General Partner (or other Person serving as the liquidator of the Partnership) determines that an immediate sale of part or all of the Partnership's assets would be impractical or cause undue loss to the Partners, the General Partner or the liquidator may, in their respective absolute discretion, either defer for a reasonable time the liquidation of the assets, except as necessary to satisfy any liabilities of the Partnership to Persons other than Partners, or distribute to the Partners, in lieu of cash, as tenants in common and in proportion to their relative Capital Account Percentage as of the dissolution, undivided interests in such Partnership assets as the General Partner or the liquidator shall determine.

ARTICLE VIII

BOOKS OF ACCOUNTS; MEETINGS

8.1 Books. The Partnership shall maintain complete and accurate books of account of the Partnership's affairs at the Partnership's principal office, which books shall be open to inspection by any Partner (or its authorized representative) at any time during ordinary business hours upon at least ten

Business Days' prior notice, subject in each case to any portion of the books which may otherwise be kept confidential with respect to any Partner as provided in this Agreement.

8.2 Fiscal Year. The fiscal year (the "Fiscal Year") of the Partnership shall be the calendar year, unless otherwise determined by the General Partner.

8.3 Reports. The General Partner shall use commercially reasonable efforts to furnish to each Limited Partner:

(a) promptly upon the conclusion of each month, an unaudited quarterly financial statement for the Partnership for the prior month;

(b) within 120 days after the end of each Fiscal Year commencing with the first calendar year in which the Partnership has been in operation for a full Fiscal Year, audited financial statements for the Partnership for such Fiscal Year (audited by a firm of independent certified public accountants selected by the General Partner); and

(c) as soon as practicable (which may be later than 120 days after the end of a Fiscal Year), the Partnership's federal income tax return, including such Partner's Schedule K-1 for such Fiscal Year.

In addition to the documents described in this Section 8.3 and subject to Section 6.9, at the Partnership's or requesting Limited Partner's expense, in each case as determined by the General Partner, the General Partner shall furnish to each Limited Partner as promptly as practicable such additional information concerning the Partnership, distributions by the Partnership, and valuations of Partnership assets and investments as such Limited Partner may reasonably request from time to time. Notwithstanding any provision in this Section 8.3 to the contrary, and subject to Section 6.9, the information and material described in this paragraph and the reports and valuations of the Partnership's investments described in this Section 8.3 shall only be furnished to Limited Partners who have provided such representations, warranties and assurances, as the General Partner, in its discretion, may request that such documents (and any contents thereof) are not required by any law to be disclosed to any other Person and that such Limited Partner will not disclose such documents (or any contents thereof) to any other Person who may be required by law to disclose such documents (or the contents thereof), in each case other than disclosure permitted by Section 6.9(a)(ii) or 6.9(a)(iii) or to a Person to whom such disclosure is permitted by Section 6.9(a)(iv) and such Person will not be required by law to disclose such documents (or the contents thereof). The General Partner may choose to furnish certain or all of such financial reports, statements, narrative summaries, tax returns and schedules described in this Section 8.3 to the Limited Partners electronically via email, the internet or another electronic reporting medium in lieu of providing the Limited Partners with paper copies of such documents.

8.4 Partnership Funds. The Partnership's funds will be deposited in bank accounts or invested in such interest-bearing or non interest-bearing investments designated by the General Partner. Idle funds may be invested, in the General Partner's discretion, in liquid investments with an average maturity of less than six months, including U.S. Government obligations, money market accounts, certificates of deposit, commercial paper rated no lower than "A-1," municipal bonds and repurchase agreements. The Partnership's funds will be held in the name of the Partnership and shall not be commingled with those of any other Person.

ARTICLE IX

CERTAIN TAX MATTERS

9.1 Partnership Representative. The General Partner is designated the "partnership representative" under the Audit Rules.

9.2 Code § 83 Safe Harbor Election.

(a) By executing this Agreement, each Partner authorizes and directs the Partnership to elect to have the "Safe Harbor" described in the proposed Revenue Procedure set forth in Internal Revenue Service Notice 2005-43 (the "IRS Notice") apply to any interest in the Partnership transferred to a service provider by the Partnership on or after the effective date of such Revenue Procedure in connection with services provided to the Partnership. For purposes of making such Safe Harbor election, the General Partner is hereby designated as the "partner who has responsibility for federal income tax reporting" by the Partnership and, accordingly, execution of such Safe Harbor election by the General Partner constitutes execution of a "Safe Harbor Election" in accordance with § 3.03(1) of the IRS Notice. The Partnership and each Partner hereby agree to comply with all requirements of the Safe Harbor described in the IRS Notice, including the requirement that each Partner shall prepare and file all federal income tax returns reporting the income tax effects to the interests in the Partnership to which the Safe Harbor applies in a manner consistent with the requirements of the IRS Notice. A Partner's obligations to comply with the requirements of this Section 9.2 shall survive such Partner's ceasing to be a Partner of the Partnership and the termination, dissolution, liquidation and winding up of the Partnership, and, for purposes of this Section 9.2, the Partnership shall be treated as continuing in existence.

(b) Each Partner authorizes the General Partner to amend this Section 9.2 to the extent necessary to achieve substantially the same tax treatment with respect to any interest in the Partnership transferred to a service provider by the Partnership in connection with services provided to the Partnership as set forth in § 4 of the IRS Notice (e.g., to reflect changes from the rules set forth in the IRS Notice in subsequent Internal Revenue Service guidance); provided that such amendment is not materially adverse to any Partner (as compared with the after-tax consequences that would result if the provisions of the IRS Notice applied to all interests in the Partnership transferred to a service provider by the Partnership in connection with services provided to the Partnership).

9.3 New Partnership Audit Rules.

(a) The new partnership audit rules codified under Code §§ 6221 through 6234 (the "Audit Rules") to the Partnership, its tax returns and its current and former Partners as set forth in this Agreement and under the Audit Rules. Consistent with the Audit Rules, each Partner shall treat on its income tax return each item of income, loss or credit attributable to the Partnership in a manner consistent with the treatment of those items on the Partnership's return.

(b) The General Partner shall have the right to appoint, remove and replace the Partnership's "partnership representative" (as referred to in the Audit Rules). The partnership representative shall have the right to extend the statute of limitations and settle tax audits. The partnership representative shall also have the right to hire outside tax advisors to assist in the audit (which expenses will be considered Partnership Expenses). The General Partner and the partnership representative will be entitled to rely conclusively on the advice of the Partnership's independent accountant or other professional tax advisors or tax counsel in making any determination in respect of the Audit Rules. The Partnership shall indemnify the partnership representative pursuant to Section 5.7, and all expenses and liabilities of the partnership representative in the performance of its duties shall be subject to indemnification under Section 5.7 or other

indemnification rights applicable to the Partnership's management. Neither the General Partner nor the partnership representative shall be required to indemnify a Partner nor the Partnership with respect to any taxes or Tax Liabilities incurred under the Audit Rules.

(c) The General Partner may elect whether the Partnership makes a "push-out" election under Code § 6226, or determine that the Partnership will remain liable, consistent with the Audit Rules, for any underpayment, and any applicable interest, penalties, addition to tax or additional amounts (collectively, the "Tax Liabilities") determined pursuant to the Audit Rules. If the General Partner makes a "push-out" election, each Partner or former Partner (for the applicable Fiscal Year) agrees to pay its share, as determined by the General Partner, of the Tax Liabilities. In connection with allocating the Tax Liabilities among the Partners when a "push-out" election is made, the General Partner agrees to take into consideration any reduction in Tax Liabilities resulting from information provided to the IRS with respect to specific Partners that are either tax-exempt or in lower tax brackets. The Partners acknowledge, however, that they may be liable pursuant to this Agreement for Tax Liabilities if a "push-out" election is made by the General Partner even though such Partner is otherwise exempt from U.S. taxes.

(d) The General Partner may cause the Partnership to elect out of the Audit Rules for one or more Fiscal Years, and each Partner agrees to cooperate to execute any instrument necessary or desirable to effect such opt-out election. Each Partner hereby grants to the General Partner power of attorney to execute any instrument on such Partner's behalf and in such Partner's name necessary or desirable to effect such opt-out election. No Partner, without the prior written consent of the General Partner, shall Transfer or otherwise assign any of its interest in the Partnership to an assignee, including a partnership or complex trust, who would cause the Partnership to be unable to make an opt-out election. Any attempted Transfer or assignment in violation of the preceding sentence shall be void *ab initio*.

(e) The General Partner may demand that Partners, including Persons who are no longer Partners but were Partners during a Fiscal Year subject to adjustment under the Audit Rules make Additional Capital Contributions to the Partnership for the Partnership's payment of Tax Liabilities. The General Partner will have the discretion to make such capital call from each current or former Partner in an amount equal to each Partner's share of the Tax Liabilities for the applicable Fiscal Year(s), as determined by the General Partner. The General Partner will also have the discretion to make capital calls from current Partners pro rata in accordance with their respective Capital Account Percentage. Upon receipt by a current or former Partner of written notice from the General Partner of a capital call to pay such Tax Liabilities and the amount of such capital call payable by such Partner, each current or former Partner agrees to immediately make the required Additional Capital Contribution in the amount demanded by the General Partner. None of the Transfer of any interest in the Partnership by a Partner, withdrawal from the Partnership nor redemption of any interest in the Partnership shall relieve a former Partner of its obligations under this Section 9.3. If any interest in the Partnership is Transferred, both the assignor Partner and the assignee Partner shall be jointly and severally liable for the obligations of the assignor Partner under this Section 9.3 or the Audit Rules.

(f) The General Partner may amend this Agreement as reasonably necessary to conform this Section 9.3 to any regulations or other guidance or rules issued by the IRS with respect to the Audit Rules without approval of the Partners or the Partnership, except to the extent that such amendment would have a material adverse effect on the economic rights of Partners (as determined by the General Partner in its reasonable discretion). The Partners hereby grant the General Partner their power of attorney to execute any such amendment on behalf of the Partners.

(g) If reasonably requested by the General Partner or the partnership representative, each current and former Partner shall deliver to the General Partner or partnership representative: (i) any certificates, forms or instruments requested by the General Partner or partnership representative relating to

such Partner's status under any tax laws, including evidence of the filing of tax returns or payment of tax; and (ii) any information reasonably requested by the General Partner or the partnership representative in connection with the Audit Rules; provided, however, that no Partner shall be required to provide copies of actual tax returns. Each current and former Partner shall cooperate with the General Partner and partnership representative to the extent reasonably requested by either in connection with any audit involving, or tax filing or other interactions with, any taxing authority on behalf of the Partnership or any of its existing or former investments.

(h) To the extent that any state or local jurisdiction adopts partnership audit rules similar to the Audit Rules, the rights and obligations of the General Partner, the partnership representative and current and former Partners under this Agreement with respect to the Audit Rules shall apply equally with respect to such state or local partnership audit rules.

(i) The obligations under this Section 9.3 shall survive the Transfer or termination of any interest in the Partnership, as well as the termination, dissolution, liquidation and winding up of the Partnership.

ARTICLE X

CERTIFICATE OF LIMITED PARTNERSHIP; POWERS OF ATTORNEY

10.1 Certificate of Limited Partnership. The General Partner has previously caused a Certificate of Limited Partnership within the meaning of the Partnership Act (the "Certificate") to be filed and recorded with the Secretary of State of the State of Delaware and, promptly following the execution and delivery of this Agreement by the Partners, to the extent required by applicable law, the General Partner shall cause the Certificate to be filed in the appropriate place in each state in which the Partnership may hereafter establish a place of business, but the Partnership shall not be obligated to provide the Limited Partners with a copy of any amendment to or restatement of the Certificate. The General Partner shall also cause to be filed, recorded and published, such statements, notices, certificates or other instruments required by any provision of any applicable law which governs the formation of the Partnership or the conduct of its business from time to time.

10.2 Powers of Attorney. Each Limited Partner does hereby constitute, appoint and grant to the General Partner full power to act without the others, as its true and lawful representative and attorney-in-fact, in its name, place and stead, to make, execute, sign, acknowledge and deliver or file: (a) the Certificate; (b) any amendment to, modification to, restatement of, or cancellation of the Certificate; (c) all instruments, documents and certificates which may from time to time be required by any law to effectuate, implement and continue the valid and subsisting existence of the Partnership; (d) all instruments, documents and certificates which may be required to effectuate the dissolution and termination of the Partnership; and (e) such other documents or instruments as may be required under the laws of any state, the United States or any other jurisdiction. Each Limited Partner hereby empowers each attorney-in-fact acting pursuant to this Section 10.2 to determine the time when, purpose for and manner in which any power herein conferred upon it shall be exercised, and the conditions, provisions and covenants of any instruments or documents that may be executed by it pursuant hereto. The powers of attorney granted herein shall be deemed to be coupled with an interest, shall be irrevocable and shall survive the death, incompetency, disability or dissolution of a Limited Partner. Without limiting the foregoing, the powers of attorney granted herein shall not be deemed to constitute a written consent of any Limited Partner for purposes of Section 11.1.

ARTICLE XI

MISCELLANEOUS

11.1 Amendments. This Agreement may be modified or amended only by affirmative vote of the Partners representing more than 50% of the Capital Account Percentages, except that: without the consent of the Limited Partners, the General Partner may amend this Agreement to: (a) reflect a change in the name of the Partnership; (b) to change the Valuation Policy; (c) make any change that, in the reasonable judgment of the General Partner, is necessary or advisable to qualify the Partnership as a limited partnership or a partnership in which the Limited Partners have limited liability under the laws of any state or non-U.S. jurisdiction, or ensure that the Partnership will not be treated as an association taxable as a corporation or as a "publicly traded partnership" taxable as a corporation for U.S. federal tax purposes; (d) make any change that, in the reasonable judgment of the General Partner, does not adversely affect the Limited Partners in any material respect; (e) make any change that is necessary or desirable to cure any ambiguity, to correct or supplement any provision in this Agreement that would be inconsistent with any other provision in this Agreement, 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, in each case so long as such change does not, in the reasonable judgment of the General Partner, adversely affect the Limited Partners in any material respect; (f) correct any printing, stenographic or clerical error or effect changes of an administrative or ministerial nature that do not, in the reasonable judgment of the General Partner, adversely affect the Limited Partners in any material respect; (g) make any change that is necessary or desirable to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any U.S. federal, state or non-U.S. governmental entity, so long as such change is made in a manner that minimizes any adverse effect on the Limited Partners; (h) prevent the Partnership from in any manner being deemed an "investment company" subject to the provisions of the Investment Company Act; (i) to effect (i) Transfers or admissions of Limited Partners pursuant to Section 6.3 or Section 6.10 or (ii) acceptance of Capital Contributions or Additional Capital Contributions; (j) make any change, that in the reasonable judgment of the General Partner, is necessary or desirable under the Audit Rules; or (k) make any other amendments similar to the foregoing.

11.2 Consent of Limited Partners. If the General Partner requires the consent of the Limited Partners to take any action (including the approval of any amendment to this Agreement), and the General Partner provides notice of such action to the Limited Partners in accordance with this Agreement, those Limited Partners not affirmatively objecting in writing within 7 days after the distribution of such notice shall be deemed to have consented to the action described in such notice.

11.3 Certificates. Interests in the Partnership shall not be evidenced by certificates.

11.4 Successors. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Partners and their legal representatives, heirs, successors and assigns.

11.5 Severability. If any provision of this Agreement, or the application of any provision to any Person or circumstance, is held to be invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to Persons or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, must not be affected thereby.

11.6 Notices. All notices, demands and other communications to be given and delivered under or by reason of provisions under this Agreement shall be in writing in English and shall be deemed to have been given on the date when personally delivered, when sent by facsimile or transmitted by email if sent before 5 p.m. local time on a business day in the time zone to which it is sent (and otherwise on the next business day), or on the day after being sent by reputable overnight courier service (charges prepaid), in

each case to the recipient at the address, facsimile number or email address provided by a Partner to the Partnership or General Partner in connection with such Partner's acquisition of its interest in the Partnership or to such other address, facsimile number or email address or to the attention of such other Person as has been indicated to the Manager by notice pursuant to this Section 11.6. Notwithstanding the foregoing, all notices to the General Partner must be personally delivered or sent by reputable overnight courier service (charges prepaid) to the Partnership's principal address or to such other address as the General Partner may designate from time to time.

11.7 Legal Counsel. Each Partner hereby agrees and acknowledges that:

(a) The General Partner has retained legal counsel in connection with the formation of the Partnership and expects to retain legal counsel (collectively, "Law Firms") in connection with the operation of the Partnership, including making, holding and disposing of investments.

(b) Except as otherwise agreed to by the General Partner in writing, the Law Firms are not representing and will not represent the Limited Partners in connection with the formation of the Partnership, the offering of Limited Partner Interests, the management and operation of the Partnership, or any dispute which may arise between the Limited Partners on one hand and the General Partner or the Partnership on the other (the "Partnership Legal Matters"). Except as otherwise agreed to by the General Partner in writing, each Limited Partner will, if it wishes counsel on a Partnership Legal Matter, retain its own independent counsel with respect thereto and will pay all fees and expenses of such independent counsel.

(c) Each Limited Partner hereby agrees that the Law Firms may represent the General Partner and the Partnership in connection with any and all Partnership Legal Matters (including any dispute between the General Partner and one or more Limited Partners) and waives any present or future conflict of interest with Frost Brown Todd LLC or any other Law Firm regarding Partnership Legal Matters.

11.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to or application of its conflicts of law principles, and, to the maximum extent possible, in such manner as to comply with all the terms and conditions of the Partnership Act.

11.9 Jurisdiction. The Partners agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the courts of the state of, or the federal court situated in the district of, the principal office of the Partnership. Each of the Partners hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient form. Process in any such suit, action or proceeding may be served on any Partner anywhere in the world, whether within or without the jurisdiction of any such court.

11.10 Waiver of Jury Trial. Each Partner acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each Partner irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

11.11 Partition. Each Partner acknowledges and agrees that the Partnership's assets are not and will not be suitable for partition. Accordingly, each Partner irrevocably waives any and all rights such

Partner may have to maintain any action for partition with respect to its interest in the Partnership or of any of the Partnership's assets. No Partner shall have any right to any specific assets of the Partnership upon the liquidation of, or any distribution from, the Partnership.

11.12 Entire Agreement. This Agreement, including any schedules, exhibits or attachments to this Agreement and Subscription Agreement of a Limited Partner (including the representations, warranties, covenants and powers of attorney set forth therein) each of which are incorporated into this Agreement by this reference and are expressly made a part of this Agreement, contains the entire agreement among the parties and supersedes all prior arrangements or understanding with respect thereto; provided, however, that the parties agree that notwithstanding Section 11.1 of this Agreement, each such agreement may be amended, modified, waived or terminated by the General Partner and the Limited Partner(s) who are parties to such separate written agreement without the consent of any other Limited Partner (so long as such amendment or modification does not adversely affect their respective interests hereunder), and no Limited Partner not a party to any particular agreement is intended to be a third party beneficiary of such agreement.

11.13 Interpretation. The headings contained in this Agreement are inserted only as a matter of convenience, and do not define, limit or extend the scope or intent of this Agreement or any provision of this Agreement. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; and (d) unless otherwise expressly modified, the word "discretion" is deemed to mean in such Person's sole and absolute discretion without the need for approval or consent from or notice to any Person. Unless the context otherwise requires, references herein: (i) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "US$" or "dollars" mean the lawful currency of the United States of America. Whenever the masculine is used in this Agreement, the same shall include the feminine and whenever the feminine is used herein, the same shall include the masculine, where appropriate. Whenever the singular is used in this Agreement, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate.

11.14 Opportunity for Review. Each Limited Partner acknowledges and agrees that it that it has reviewed this Agreement and understands all of the terms and conditions contained herein. Further, each Limited Partner acknowledges and agrees that it has been represented by its own independent counsel (or afforded the opportunity to be represented by independent counsel and advised of the benefit of such representation) in connection with its review and execution of this Agreement and the consummation of the transactions contemplated hereby, including any investment in the Partnership and purchase of its interest in the Partnership. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the Partnership as the drafting party is expressly waived by each Limited Partner.

11.15 Third Party Beneficiaries. It is the understood and agreed intent of the Partners that Affiliates of the General Partner are third party beneficiaries of this Agreement with respect to its rights set forth in this Agreement. No other Person which is not a party hereto shall have any rights or obligations pursuant to this Agreement.

11.16 Counterparts. This Agreement may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts together shall

constitute one agreement. A facsimile signature on this Agreement or a portable document format (PDF) of a signature on this Agreement shall have the same force and effect as an original signature.

ARTICLE XII

DEFINITIONS

12.1 Definitions. The following terms have the following meanings as used in this Agreement:

"Additional Capital Contribution" has the meaning set forth in Section 2.3(a).

"Additional Limited Partners" has the meaning set forth in Section 6.10.

"Affiliate" of any Person means any other Person controlling, controlled by or under common control with such Person.

"Agreement" means this Limited Partnership Agreement, as amended, modified or supplemented from time to time.

"Audit Rules" has the meaning set forth in Section 9.3(a).

"Base Rate" means, on any date, a variable rate per annum equal to the rate of interest most recently published by The Wall Street Journal as the "prime rate" at large U.S. money center banks.

"Business Days" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by law to be closed in Delaware.

"Capital Account" has the meaning set forth in Section 2.1.

"Capital Account Percentage" means, with respect to any Partner at any time, the percentage derived by multiplying its Partnership Interest by 100.

"Capital Contribution" means an Original Capital Contribution or an Additional Capital Contribution.

"Certificate" has the meaning set forth in Section 10.1.

"Change of Control" means (a) the sale of all or substantially all of the consolidated assets of the General Partner to a Person other than a General Partner Member or (b) a sale resulting in a majority of the equity interests of the General Partner being held by a Person other than a General Partner Member.

"Classes of Interest" means any class of Limited Partner Interests as may be established by the General Partner pursuant to Section 6.11.

"Code" means the Internal Revenue Code of 1986, and the rules and regulations promulgated thereunder, as amended from time to time.

"Confidential Information" means: (a) information or materials relating to any existing or contemplated Partnership investment or any Partner that are not generally known to the public; (b) information or materials the disclosure of which the General Partner in good faith believes is not in the best interests of the Partnership or any Partner; and (c) any other information or materials which the

Partnership, any entity holding an investment or any Partner is required by law or agreement to keep confidential.

"Contribution Date" has the meaning set forth in Section 2.2(b).

"Covered Persons" has the meaning set forth in Section 5.6.

"decrease in Net Asset Value" has the meaning set forth in Section 2.4(e).

"Digital Assets" means a digital or virtual token, altcoin, alternative currency, digital currency or other digitized asset whether existing as of the date hereof or created to be sold or distributed subsequent to the date hereof in an initial coin offering, crowdsale, presale or similar transaction that uses cryptography for security.

"ECI" means income realized by the Partnership as a result of its investment in an entity that is classified as a partnership for federal income tax purposes which, for a Non-U.S. Partner, is income "effectively connected with the conduct of a trade or business within the United States," as defined in Code § 864(b).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, the related provisions of the Code, and the respective rules and regulations promulgated thereunder, in each case as amended from time to time, and judicial rulings and interpretations thereof.

"Exchange(s)" has the meaning set forth in Exhibit A.

"Fiscal Period" means for any calendar year, each three-month period ending on each of March 31, June 30, September 30 and December 31 of such year.

"Fiscal Year" has the meaning set forth in Section 8.2.

"GAAP" means generally accepted accounting principles in the United States.

"General Partner" means UTXO Management GP, LLC, a Tennessee limited liability company, in its capacity as general partner of the Partnership, and any successor general partner of the Partnership.

"General Partner Members" means any members of the General Partner, in their capacities as the members of the General Partner, and any successor members of the General Partner.

"High Water Mark" means with respect to each Limited Partner's Capital Account the highest Net Asset Value allocated to such Limited Partner's Capital Account as of the end of any of the immediately preceding eight Fiscal Periods; provided, however, that the High Water Mark shall not apply to any calculation of any Performance Allocation allocable from a Limited Partner's Capital Account with respect to the Fiscal Year in which a Limited Partner makes its Original Capital Contribution.

"increase in Net Asset Value" has the meaning set forth in Section 2.4(e).

"Investment Advisers Act" means the Investment Advisers Act of 1940, as amended, and the rules and regulations promulgated thereunder.

"Investment Company Act" means the Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

"IRS Notice" has the meaning set forth in Section 9.2(a).

"Law Firms" has the meaning set forth in Section 11.7(a).

"Limited Partner Interests" are the interests in the Partnership held by Limited Partners, including any interests held by the General Partner as a Limited Partner.

"Limited Partners" means the Persons listed on Schedule I (maintained with the books and records of the Partnership at the General Partner's principal office) as limited partners, in their capacity as limited partners of the Partnership, and each Person who is admitted to the Partnership as a substitute Limited Partner pursuant to Section 6.3(b), in each case for so long as such Person continues to be a limited partner hereunder.

"Loss Carryforward" has the meaning set forth in Section 2.5(d).

"Management Fee" has the meaning set forth in Section 4.2(a).

"Minimum Tax Distribution Amount" means with respect to any Fiscal Period for each Partner, an amount equal to anticipated taxes with respect to the income included in such Partner's Capital Account for such Fiscal Period, less the amount of distributions previously made to such Partner during such Fiscal Period. All calculations of anticipated taxes pursuant to this definition shall assume that: (a) the applicable Partner is subject to the highest applicable marginal federal (exclusive of any state or local income or equivalent taxes) tax rate; (b) for purposes of determining the tax benefit of a deduction, loss or credit, such Partner's only income, gains, losses, deductions and credits for such Fiscal Period and each prior Fiscal Period are income, gains, deductions, losses and credits attributable to the Partnership; (c) with respect to any asset received by such Partner, such asset is sold in a taxable transaction immediately after its receipt by such Partner for an amount equal to its value determined for purposes of Section 3.1; and (d) any losses included in the determination of minimum Tax Distributions with respect to prior Fiscal Periods that were not previously utilized as an offset against income or gains pursuant to this paragraph and are available for offset against income and gains (to the extent permitted by applicable tax law) with respect to such Fiscal Period.

"Net Asset Value" has the meaning set forth in Section 2.4.

"Non-U.S. Partner" means, with respect to any determination hereunder, any Limited Partner that is not (or any Limited Partner that is a flow-through entity for federal income tax purposes that has a partner or member that is not) a "United States person" as defined in Code § 7701(a)(30) and that has notified the General Partner in writing of such status at any time prior to such determination.

"Organizational Expenses" means all expenses (including travel, printing, legal, filing, accounting and capital raising fees and expenses) incurred in connection with the organization and funding of the Partnership and the General Partner.

"Original Capital Contribution" has the meaning set forth in Section 2.2.

"Original Capital Contribution Date" means the Contribution Date on which an Original Capital Contribution is deemed made to the Partnership in accordance with Section 2.2(b).

"Partners" has the meaning set forth in the introductory paragraph.

"Partnership" has the meaning set forth in Section 1.1.

"Partnership Act" means the Delaware Revised Uniform Limited Partnership Act, as the same may be amended from time to time.

"Partnership Expenses" means all costs, expenses, liabilities and obligations relating to the Partnership's activities, investments and business including:

(a) expenses related to the research, due diligence and monitoring of actual and prospective investments (whether or not consummated) and the consummation of investments (including any fees charged by any Exchange); costs related to the custody of Digital Assets (including any fees charged by third party wallet providers), Securities or other investments; due diligence expenses; costs incurred in attending seminars and conferences related to Digital Assets; costs associated with participating in initial coin offerings; expenses relating to short sales of Digital Assets or Securities;

(b) operational expenses, including the following: fees and expenses relating to information technology hardware, software or other technology (including costs of software licensing, implementation, data management and recovery services and custom development) used to research investments, evaluate and manage risk, facilitate valuations, facilitate accounting functions, facilitate compliance with the rules of any self-regulatory organization or applicable law (including reporting obligations), facilitate and manage the order execution of Digital Assets or Securities or otherwise manage the Partnership or any Special Purpose Vehicle, portfolio management systems, risk management systems and order management systems; fees and expenses of third-party risk management products, models and services; third-party administrative fees and expenses; fees and expenses of third-party professionals, including placement agents, marketing professionals, consultants, valuation service providers, attorneys, auditors and accountants; costs of any litigation or investigation involving activities of the Partnership or any Special Purpose Vehicle; third-party audit and tax preparation expenses; fees and expenses (including director registration fees) of any Special Purpose Vehicle's directors; costs of preparing and distributing reports and notices; taxes; expenses incurred in connection with negotiating and complying with provisions of any Side Letter Agreement; fees and expenses related to conversion of Digital Assets to U.S. Dollars; and fees and expenses related to compliance with the rules of any self-regulatory organization or applicable law in connection with the activities of the Partnership or any Special Purpose Vehicle, including any governmental, regulatory, licensing, filing or registration fees or taxes (including filing fees);

(c) extraordinary expenses, including the following: indemnification expenses; fees and expenses incurred in connection with any tax audit by any governmental authority, including any related administrative settlement and judicial review; fees, expenses and losses incurred or arising in connection with any errors caused by, or dispute with, an Exchange; and fees and expenses incurred in connection with the organization, operation, reorganization, dissolution, winding-up or termination of the Partnership or any Special Purpose Vehicle; and

(d) any Organizational Expenses.

"Partnership Interest" shall mean the quotient resulting from dividing (i) the amount in a Partner's Capital Account by (ii) the aggregate amount in the Capital Accounts of all Partners.

"Partnership Legal Matters" has the meaning set forth in Section 11.7(b).

"Performance Allocation" has the meaning set forth in Section 2.5(b).

"Person" means an individual, a partnership (general, limited or limited liability), a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental, quasi-governmental, judicial or regulatory entity or any department, agency or political subdivision thereof.

"Regulations" has the meaning set forth in Section 2.6(b).

"Reimbursing Partner" has the meaning set forth in Section 6.7(a).

"Securities" means securities of every kind and nature, and rights and options with respect thereto, including, but not limited to, stocks, mutual funds, exchange traded funds, interests in real estate investment trusts or limited liability companies, notes, bonds, debentures, trust receipts, derivatives, options, structured investments (synthetics), swaps, forward contracts, evidences of indebtedness, interest rate, stock index and other financial futures, and may include securities that are not readily marketable, such as common stocks that are subject to legal or contractual restrictions on resale.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Side Letter Agreement" means any side letter or similar separate written agreement among the Partnership, the General Partner and one or more Limited Partners that establishes rights, responsibilities or obligations under this Agreement or supplements or alters the terms hereof.

"Special Purpose Vehicle" means a corporation, limited partnership, limited liability company, trust or similar entity, whether organized in the United States, Cayman Islands or another jurisdiction, the purpose of which is to invest (whether alone or together with any other investment fund, managed account, proprietary account or other account to which the General Partner provides investment services) in Digital Assets, Securities or participations in investments held directly or indirectly by the Partnership.

"Subscription Agreement" means one or more subscription agreements in such form or forms as the General Partner may determine from time to time as contemplated and executed by each Limited Partner, pursuant to which such Limited Partner (a) subscribes for a Partnership Interest by agreeing to contribute capital to the Partnership and (b) agrees to be bound by this Agreement as a Limited Partner.

"Tax Distributions" has the meaning set forth in Section 3.1.

"Tax Liabilities" has the meaning set forth in Section 9.3(c).

"Threshold Level" has the meaning set forth in Section 6.4(i).

"Transfer" has the meaning set forth in Section 6.3(a).

"UBTI" means unrelated business taxable income as defined in Code §§ 512 –514.

"U.S. Dollars" means the lawful fiat currency of the United States of America.

"Valuation Policy" has the meaning set forth in Section 2.4(a).

"Withdrawal Date" has the meaning set forth in Section 6.4(a).

[*Signature Page Follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GENERAL PARTNER:

UTXO Management GP, LLC,
a Tennessee limited liability company

By: DocuSigned by: Coyn Mateer
CDB3EA8DA064BC...
Coyn Mateer, CEO

EXHIBIT A
VALUATION POLICY

The Partnership's assets and liabilities shall be valued by the General Partner in accordance with this Valuation Policy, as the same may be amended from time to time by the General Partner in its discretion (the "Valuation Policy"). All values assigned to such assets and liabilities are final and conclusive as to all of the Partners, and no Limited Partner shall have the right to audit any calculation made pursuant to this Valuation Policy.

The following valuation principles will be followed when valuing the Partnership's assets and liabilities:

(i) any Digital Asset or Security that is listed on any Exchange(s) or similar electronic system and regularly traded thereon will be valued at the last price on an Exchange (or the average price on any two or more Exchanges) as of 5:00 pm San Francisco, CA time on the date any valuation is made pursuant to this Valuation Policy. "Exchange(s)" means as few as one and up to three exchanges as determined by the General Partner, in its discretion;

(ii) any Digital Asset or Security that is not listed on an Exchange but for which external pricing sources may be available will be valued taking into consideration such external pricing sources and other recent trading activity or other information that, in the General Partner's discretion, may not have been reflected in pricing obtained from such external pricing sources;

(iii) Digital Assets or Securities that are not listed on an Exchange and for which external pricing sources are not readily available will be valued at fair value based on a relative value assessment process that incorporates current market conditions and prices of other relevant Digital Assets or Securities where data are more readily available, adjusting for relative differences or information as the General Partner, in its discretion, deems relevant; and

(iv) Digital Assets or Securities for which no market prices are readily available, and for which active trading has not yet developed, generally will be carried on the books of the Partnership at fair value (which will generally be cost), unless the General Partner, in its discretion, believes there is reliable, relevant information available on which fair value can be determined.

The General Partner may use methods of valuing Digital Assets, Securities or other investments other than those set forth in this Valuation Policy if it believes an alternate method is preferable in determining the fair value of such Digital Assets, Securities or other investments. In particular, the General Partner may take account of certain significant events, if, in the General Partner's discretion, such events have materially altered such valuation.

The General Partner, in its discretion, may delegate any calculations pursuant to this Valuation Policy (including the calculation of the Net Asset Value of the Partnership or the Net Asset Value of the Capital Accounts) to any Person retained by the Partnership to perform administrative or accounting services to the Partnership, including any Affiliate of the General Partner.

Notwithstanding anything to the contrary herein, this Valuation Policy is subject to change and may be revised from time-to-time by the General Partner in its discretion. The Partnership will provide notice to all Limited Partners of any material changes to this Valuation Policy.

SCHEDULE I

(Maintained with the books and records of the Partnership at the General Partner's principal office.)