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Registrant: **Quantum Space Fund, LLC**

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Submission Data File

General Information	
Form Type	1-A
Contact Name*	Filing Department
Contact Phone Number*	303-353-1945
Contact E-mail*	file@securexfilings.com
CIK*	0002088188
CCC*	*****
Confirming Paper Copy	No
Notify via Filing Website only	No
Return Copy	No
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Document Information	
	18
Name 1	partiiandiii.htm
Document Type 1	PART II AND III
Description 1	
Name 2	ex1a-2.htm
Document Type 2	EX1A-2A CHARTER
Description 2	Exhibit 1A-2
Name 3	ex1a-3.htm
Document Type 3	EX1A-3 HLDRS RTS
Description 3	Exhibit 1A-3
Name 4	ex1a-4.htm
Document Type 4	EX1A-4 SUBS AGMT
Description 4	Exhibit 1A-4
Name 5	ex1a-8.htm
Document Type 5	EX1A-8 ESCW AGMT
Description 5	Exhibit 1A-8
Name 6	ex1a-11.htm
Document Type 6	EX1A-11 CONSENT
Description 6	Exhibit 1A-11
Name 7	ex1a-12.htm
Document Type 7	EX1A-12 OPN CNSL
Description 7	Exhibit 1A-12
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Description 8	Graphic
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Description 9	Graphic
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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 1-A

**REGULATION A OFFERING STATEMENT
UNDER THE SECURITIES ACT OF 1933**

☐ No changes to the information required by Part I have occurred since the last filing of this offering statement.

ITEM 1. Issuer Information

Exact name of issuer as specified in the issuer's charter: Quantum Space Fund,LLC

Jurisdiction of incorporation/organization: Nevada

Year of incorporation: 2025

CIK: 0002088188

Primary Standard Industrial Classification Code: 7000

I.R.S. Employer Identification Number: 39-3694860

Total number of full-time employees: 3

Total number of part-time employees: 0

Contact Information

Address of Principal Executive Offices: 10869 N SCOTTSDALE RD, SUITE 103 #150, SCOTTSDALE, ARIZONA 85254

Telephone: 424-281-8626

Provide the following information for the person the Securities and Exchange Commission's staff should call in connection with any pre-qualification review of the offering statement:

Name: Christine Parry

Address: 1536 Cole Blvd., Suite #220, Lakewood, Colorado 80401

Telephone: 720-586-8621

Provide up to two e-mail addresses to which the Securities and Exchange Commission's staff may send any comment letters relating to the offering statement. After qualification of the offering statement, such e-mail addresses are not required to remain active:

christine@redrocksecuritieslaw.com

lucas@calvanta.com

Financial Statements

Industry Group (select one): ☐ Banking ☐ Insurance ☒ Other

Use the financial statements for the most recent fiscal period contained in this offering statement to provide the following information about the issuer. The following table does not include all of the line items from the financial statements. Long Term Debt would include notes payable, bonds, mortgages, and similar obligations. To determine "Total Revenues" for all companies selecting "Other" for their industry group, refer to Article 5-03(b)(1) of Regulation S-X. For companies selecting "Insurance," refer to Article 7-04 of Regulation S-X for calculation of "Total Revenues" and paragraphs 5 and 7(a) for "Costs and Expenses Applicable to Revenues".

Balance Sheet Information

Cash and Cash Equivalents:	2,000.00
Investment Securities:	0.00
Accounts and Notes Receivable:	2,000.00
Property, Plant and Equipment (PP&E):	0.00
Total Assets:	4,000.00

Accounts Payable and Accrued Liabilities:	0.00
Long Term Debt:	33,000.00
Total Liabilities:	33,000.00
Total Stockholders' Equity:	-29,000.00
Total Liabilities and Equity:	4,000.00

Statement of Comprehensive Income Information

Total Revenues:	0.00
Costs and Expenses Applicable to Revenues:	31,000.00
Depreciation and Amortization:	0.00
Net Income:	-31,000.00
Earnings Per Share – Basic:	-15.50
Earnings Per Share – Diluted:	-15.50

Name of Auditor (if any): Assurance Dimensions

Outstanding Securities

	Name of Class (if any)	Units Outstanding	CUSIP (if any)	Name of Trading Center or Quotation Medium (if any)
Common Equity	Class A Units	1000	000000000	None
Common Equity	Class B Units	1000	000000000	None
Preferred Equity	Class C Units	0	000000000	None
Preferred Equity	Class D Units	0	000000000	None
Debt Securities	None	0	000000000	None

ITEM 2. Issuer Eligibility

☒ Check this box to certify that all of the following statements are true for the issuer(s):

- Organized under the laws of the United States or Canada, or any State, Province, Territory or possession thereof, or the District of Columbia.
- Principal place of business is in the United States or Canada.
- Not subject to section 13 or 15(d) of the Securities Exchange Act of 1934.
- Not a development stage company that either (a) has no specific business plan or purpose, or (b) has indicated that its business plan is to merge with an unidentified company or companies.
- Not an investment company registered or required to be registered under the Investment Company Act of 1940.
- Not issuing fractional undivided interests in oil or gas rights, or a similar interest in other mineral rights.
- Not issuing asset-backed securities as defined in Item 1101(c) of Regulation AB.
- Not, and has not been, subject to any order of the Commission entered pursuant to Section 12(j) of the Exchange Act (15 U.S.C. 78l(j)) within five years before the filing of this offering statement.
- Has filed with the Commission all the reports it was required to file, if any, pursuant to Rule 257 during the two years immediately before the filing of the offering statement (or for such shorter period that the issuer was required to file such reports).

ITEM 3. Application of Rule 262

☒ Check this box to certify that, as of the time of this filing, each person described in Rule 262 of Regulation A is either not disqualified under that rule or is disqualified but has received a waiver of such disqualification

☐ Check this box if “bad actor” disclosure under Rule 262(d) is provided in Part II of the offering statement.

ITEM 4. Summary Information Regarding the Offering and Other Current or Proposed Offerings

Check the appropriate box to indicate whether you are conducting a Tier 1 or Tier 2 offering:

☐ Tier 1 ☒ Tier 2

Check the appropriate box to indicate whether the annual financial statements have been audited:

☐ Unaudited ☒ Audited

Types of Securities Offered in this Offering Statement (select all that apply):

- ☒ Equity (common or preferred stock)
☐ Debt
☐ Option, warrant or other right to acquire another security
☐ Security to be acquired upon exercise of option, warrant or other right to acquire security
☐ Tenant-in-common securities
☐ Other (describe) _____

Does the issuer intend to offer the securities on a delayed or continuous basis pursuant to Rule 251(d)(3)?

Yes ☒ No ☐

Does the issuer intend this offering to last more than one year?

Yes ☐ No ☒

Does the issuer intend to price this offering after qualification pursuant to Rule 253(b)?

Yes ☐ No ☒

Will the issuer be conducting a best efforts offering?

Yes ☒ No ☐

Has the issuer used solicitation of interest communications in connection with the proposed offering?

Yes ☐ No ☒

Does the proposed offering involve the resale of securities by affiliates of the issuer?

Yes ☐ No ☒

Number of securities offered: 1500000

Number of securities of that class already outstanding: 0

The information called for by this item below may be omitted if undetermined at the time of filing or submission, except that if a price range has been included in the offering statement, the midpoint of that range must be used to respond. Please refer to Rule 251(a) for the definition of "aggregate offering price" or "aggregate sales" as used in this item. Please leave the field blank if undetermined at this time and include a zero if a particular item is not applicable to the offering.

Price per security: \$ 50.0000

The portion of the aggregate offering price attributable to securities being offered on behalf of the issuer:

\$ 75,000,000.00

The portion of the aggregate offering price attributable to securities being offered on behalf of selling securityholders:

\$ 0.00

The portion of aggregate offering attributable to all the securities of the issuer sold pursuant to a qualified offering statement within the 12 months before the qualification of this offering statement:

\$ 0.00

The estimated portion of aggregate sales attributable to securities that may be sold pursuant to any other qualified offering statement concurrently with securities being sold under this offering statement:

\$ 100,000,000.00

Total: \$ 175,000,000.00 (the sum of the aggregate offering price and aggregate sales in the four preceding paragraphs).

Anticipated fees in connection with this offering and names of service providers:

	<u>Name of Service Provider</u>	<u>Fees</u>
Underwriters:		\$
Sales Commissions:	<u>Texture Capital, Inc</u>	\$ <u>1,750,000.00</u>
Finder's Fees:		\$
Audit:	<u>Assurance Dimensions</u>	\$ <u>3,750.00</u>
Legal:	<u>Red Rock Securities Law, Inc</u>	\$ <u>50,000.00</u>
Promoters:		\$
Blue Sky Compliance:		\$

CRD Number of any broker or dealer listed: 000300853

Estimated net proceeds to the issuer: \$ 73,196,250.00

Clarification of responses (if necessary): _____

ITEM 5. Jurisdictions in Which Securities are to be Offered

Using the list below, select the jurisdictions in which the issuer intends to offer the securities:

	Jurisdiction	Code		Jurisdiction	Code		Jurisdiction	Code
<input checked="" type="checkbox"/>	Alabama	AL	<input checked="" type="checkbox"/>	Montana	MT	<input checked="" type="checkbox"/>	District of Columbia	DC
<input checked="" type="checkbox"/>	Alaska	AK	<input checked="" type="checkbox"/>	Nebraska	NE	<input checked="" type="checkbox"/>	Puerto Rico	PR
<input checked="" type="checkbox"/>	Arizona	AZ	<input checked="" type="checkbox"/>	Nevada	NV			
<input checked="" type="checkbox"/>	Arkansas	AR	<input checked="" type="checkbox"/>	New Hampshire	NH	<input checked="" type="checkbox"/>	Alberta	A0
<input checked="" type="checkbox"/>	California	CA	<input checked="" type="checkbox"/>	New Jersey	NJ	<input checked="" type="checkbox"/>	British Columbia	A1
<input checked="" type="checkbox"/>	Colorado	CO	<input checked="" type="checkbox"/>	New Mexico	NM	<input checked="" type="checkbox"/>	Manitoba	A2
<input checked="" type="checkbox"/>	Connecticut	CT	<input checked="" type="checkbox"/>	New York	NY	<input checked="" type="checkbox"/>	New Brunswick	A3
<input checked="" type="checkbox"/>	Delaware	DE	<input checked="" type="checkbox"/>	North Carolina	NC	<input checked="" type="checkbox"/>	Newfoundland	A4
<input checked="" type="checkbox"/>	Florida	FL	<input checked="" type="checkbox"/>	North Dakota	ND	<input checked="" type="checkbox"/>	Nova Scotia	A5
<input checked="" type="checkbox"/>	Georgia	GA	<input checked="" type="checkbox"/>	Ohio	OH	<input checked="" type="checkbox"/>	Ontario	A6
<input checked="" type="checkbox"/>	Hawaii	HI	<input checked="" type="checkbox"/>	Oklahoma	OK	<input checked="" type="checkbox"/>	Prince Edward Island	A7
<input checked="" type="checkbox"/>	Idaho	ID	<input checked="" type="checkbox"/>	Oregon	OR	<input checked="" type="checkbox"/>	Quebec	A8
<input checked="" type="checkbox"/>	Illinois	IL	<input checked="" type="checkbox"/>	Pennsylvania	PA	<input checked="" type="checkbox"/>	Saskatchewan	A9
<input checked="" type="checkbox"/>	Indiana	IN	<input checked="" type="checkbox"/>	Rhode Island	RI	<input checked="" type="checkbox"/>	Yukon	B0
<input checked="" type="checkbox"/>	Iowa	IA	<input checked="" type="checkbox"/>	South Carolina	SC	<input checked="" type="checkbox"/>	Canada (Federal Level)	Z4
<input checked="" type="checkbox"/>	Kansas	KS	<input checked="" type="checkbox"/>	South Dakota	SD			
<input checked="" type="checkbox"/>	Kentucky	KY	<input checked="" type="checkbox"/>	Tennessee	TN			
<input checked="" type="checkbox"/>	Louisiana	LA	<input checked="" type="checkbox"/>	Texas	TX			
<input checked="" type="checkbox"/>	Maine	ME	<input checked="" type="checkbox"/>	Utah	UT			
<input checked="" type="checkbox"/>	Maryland	MD	<input checked="" type="checkbox"/>	Vermont	VT			
<input checked="" type="checkbox"/>	Massachusetts	MA	<input checked="" type="checkbox"/>	Virginia	VA			
<input checked="" type="checkbox"/>	Michigan	MI	<input checked="" type="checkbox"/>	Washington	WA			
<input checked="" type="checkbox"/>	Minnesota	MN	<input checked="" type="checkbox"/>	West Virginia	WV			
<input checked="" type="checkbox"/>	Mississippi	MS	<input checked="" type="checkbox"/>	Wisconsin	WI			
<input checked="" type="checkbox"/>	Missouri	MO	<input checked="" type="checkbox"/>	Wyoming	WY			

Using the list below, select the jurisdictions in which the securities are to be offered by underwriters, dealers or sales persons or check the appropriate box:

- ☐ None
- ☒ Same as the jurisdictions in which the issuer intends to offer the securities.

	Jurisdiction	Code		Jurisdiction	Code		Jurisdiction	Code
<input checked="" type="checkbox"/>	Alabama	AL	<input checked="" type="checkbox"/>	Montana	MT	<input checked="" type="checkbox"/>	District of Columbia	DC
<input checked="" type="checkbox"/>	Alaska	AK	<input checked="" type="checkbox"/>	Nebraska	NE	<input checked="" type="checkbox"/>	Puerto Rico	PR
<input checked="" type="checkbox"/>	Arizona	AZ	<input checked="" type="checkbox"/>	Nevada	NV			
<input checked="" type="checkbox"/>	Arkansas	AR	<input checked="" type="checkbox"/>	New Hampshire	NH	<input checked="" type="checkbox"/>	Alberta	A0
<input checked="" type="checkbox"/>	California	CA	<input checked="" type="checkbox"/>	New Jersey	NJ	<input checked="" type="checkbox"/>	British Columbia	A1
<input checked="" type="checkbox"/>	Colorado	CO	<input checked="" type="checkbox"/>	New Mexico	NM	<input checked="" type="checkbox"/>	Manitoba	A2
<input checked="" type="checkbox"/>	Connecticut	CT	<input checked="" type="checkbox"/>	New York	NY	<input checked="" type="checkbox"/>	New Brunswick	A3
<input checked="" type="checkbox"/>	Delaware	DE	<input checked="" type="checkbox"/>	North Carolina	NC	<input checked="" type="checkbox"/>	Newfoundland	A4
<input checked="" type="checkbox"/>	Florida	FL	<input checked="" type="checkbox"/>	North Dakota	ND	<input checked="" type="checkbox"/>	Nova Scotia	A5
<input checked="" type="checkbox"/>	Georgia	GA	<input checked="" type="checkbox"/>	Ohio	OH	<input checked="" type="checkbox"/>	Ontario	A6
<input checked="" type="checkbox"/>	Hawaii	HI	<input checked="" type="checkbox"/>	Oklahoma	OK	<input checked="" type="checkbox"/>	Prince Edward Island	A7
<input checked="" type="checkbox"/>	Idaho	ID	<input checked="" type="checkbox"/>	Oregon	OR	<input checked="" type="checkbox"/>	Quebec	A8
<input checked="" type="checkbox"/>	Illinois	IL	<input checked="" type="checkbox"/>	Pennsylvania	PA	<input checked="" type="checkbox"/>	Saskatchewan	A9
<input checked="" type="checkbox"/>	Indiana	IN	<input checked="" type="checkbox"/>	Rhode Island	RI	<input checked="" type="checkbox"/>	Yukon	B0
<input checked="" type="checkbox"/>	Iowa	IA	<input checked="" type="checkbox"/>	South Carolina	SC	<input checked="" type="checkbox"/>	Canada (Federal Level)	Z4
<input checked="" type="checkbox"/>	Kansas	KS	<input checked="" type="checkbox"/>	South Dakota	SD			
<input checked="" type="checkbox"/>	Kentucky	KY	<input checked="" type="checkbox"/>	Tennessee	TN			
<input checked="" type="checkbox"/>	Louisiana	LA	<input checked="" type="checkbox"/>	Texas	TX			
<input checked="" type="checkbox"/>	Maine	ME	<input checked="" type="checkbox"/>	Utah	UT			
<input checked="" type="checkbox"/>	Maryland	MD	<input checked="" type="checkbox"/>	Vermont	VT			
<input checked="" type="checkbox"/>	Massachusetts	MA	<input checked="" type="checkbox"/>	Virginia	VA			
<input checked="" type="checkbox"/>	Michigan	MI	<input checked="" type="checkbox"/>	Washington	WA			
<input checked="" type="checkbox"/>	Minnesota	MN	<input checked="" type="checkbox"/>	West Virginia	WV			
<input checked="" type="checkbox"/>	Mississippi	MS	<input checked="" type="checkbox"/>	Wisconsin	WI			
<input checked="" type="checkbox"/>	Missouri	MO	<input checked="" type="checkbox"/>	Wyoming	WY			

ITEM 6. Unregistered Securities Issued or Sold Within One Year

- ☒ None

As to any unregistered securities issued by the issuer or any of its predecessors or affiliated issuers within one year before the filing of this Form 1-A, state:

(a) Name of such issuer.

(b)(1) Title of securities issued

(2) Total amount of such securities issued

(3) Amount of such securities sold by or for the account of any person who at the time was a director, officer, promoter or principal securityholder of the issuer of such securities, or was an underwriter of any securities of such issuer

(c)(1) Aggregate consideration for which the securities were issued and basis for computing the amount thereof.

(2) Aggregate consideration for which the securities listed in (b)(3) of this item (if any) were issued and the basis for computing the amount thereof (if different from the basis described in (c)(1)).

(d) Indicate the section of the Securities Act or Commission rule or regulation relied upon for exemption from the registration requirements of such Act and state briefly the facts relied upon for such exemption:

THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY OFFERING CIRCULAR OR OTHER SOLICITATION MATERIALS. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED ARE EXEMPT FROM REGISTRATION.

THE SECURITIES OFFERED HAVE NOT BEEN APPROVED OR DISAPPROVED BY ANY STATE REGULATORY AUTHORITY NOR HAS ANY STATE REGULATORY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OR THE ACCURACY OR ADEQUACY OF THIS OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

Form 1-A Offering Circular
Regulation A Tier 2 Offering

Offering Circular

For

QUANTUM SPACE FUND, LLC
A Nevada Limited Liability Company

December 2, 2025

Class C LLC membership interests

SECURITIES OFFERED	Equity in the form of LLC membership interests denominated as Class C Units.
MAXIMUM OFFERING AMOUNT:	\$75,000,000 for 1,500,000 Class C Units
MINIMUM OFFERING AMOUNT:	\$250,000 for 250,000 Class C Units
MINIMUM INVESTMENT AMOUNT:	\$50.00 for 1 Class C Units per Investor
CONTACT INFORMATION:	Quantum Space Fund, LLC 10869 Scottsdale Rd Suite 103 #150 Scottsdale, AZ 85254 Phone: (424) 281-8626

Generally, no sale may be made to you in this offering if the aggregate purchase price you pay is more than 10% of the greater of your annual income or net worth. Different rules apply to accredited investors and non-natural persons. Before making any representation that your investment does not exceed applicable thresholds, Investors are encouraged to review rule 251(d)(2)(i)(C) of Regulation A. For general information on investing, we encourage you to refer to www.investor.gov.

Quantum Space Fund, LLC (“Quantum Space,” the “Company,” the “Fund,” or the “Issuer”) is a Nevada limited liability company formed on August 6, 2025 (see Exhibit 2 - the Articles of Organization) for the purpose of raising capital funds to acquire land parcels and develop luxury stargazing glamping resorts in premier dark sky locations across the United States. The Fund plans to target the growing astrotourism market by creating ten (10) institutional-quality properties that combine luxury accommodations with astronomical experiences, primarily located within close proximity to national or state parks with over million annual visitors (individually, a “Project”, collectively, the “Projects”).

The Company is offering by means of this offering circular (the “Offering Circular”), equity in the form of Class C LLC membership interests denominated as Class C units (the “Class C Units,” or in the singular, a “Class C Unit”) on a best-efforts basis to those who meet the investor suitability standards (the “Investor(s)”) as set forth herein. (See “Investor Suitability Standards” below.)

The minimum investment amount per Investor is \$50.00 in exchange for one (1) Class C Units (see “Plan of Distribution” below). Although the Company does not intend to list the Units for trading on any exchange or other trading market, it may redeem or buy back Class C Units, based upon the complete discretion of the Manager, and may provide Investors with limited liquidity for their investment in the Company. No fractional Class C Units will be issued. Once the Minimum Offering Amount has been met, the Issuer will countersign existing Subscription Agreements and continue to hold closings on an ongoing, frequent basis. (See “Securities Being Offered” below.)

The Company does not currently own any assets; therefore, returns are speculative. However, it is the Company’s intent to pay a Distributable Cash return to holders of the Class C Units in accordance with their capital contribution to the Company. The intended Class C Preferred Return is a cumulative preferred return, meaning that if it is not paid in full annually when it is due, the unpaid amount shall carry forward to the next annual period until paid in full. (See “Securities Being Offered,” below.)

The Company is managed by the Manager, Quantum Space GP Holdings, LLC, a Nevada limited liability company (“Quantum Space GP” or the “Manager”) which was formed August 4, 2025, for day-to-day management and investment decisions related to the Company. The Company’s Officer and principal of the Manager is Lucas Entler, CEO. The Company intends to use the Proceeds of this Offering to purchase properties, construct, develop, and operate the Projects.

Sales of the Class C Units pursuant to this Regulation A Tier 2 Offering (the “Offering”) will commence immediately upon qualification by the Securities and Exchange Commission (the “Effective Date”) and will terminate on the earliest of: (a) the date the Company, in its sole discretion, elects to terminate, (b) the date upon which all Class C Units have been sold, or (c) exactly 12 months after the Effective Date (the “Offering Period”).

The Company will offer Class C Units via the website invest.quantumspacefund.com (the “Platform”) on a continuous and ongoing basis. Texture Capital, Inc (“Texture Capital”), a FINRA broker-dealer, will act as the administrative broker-dealer for this Offering. Proceeds from this Offering will be held in escrow until the Minimum Offering Amount of two hundred fifty thousand dollars (\$250,000) is met. The escrow account is administered by Encore Bank. As of the date of this Offering Circular, the Company has engaged KoreTransfer USA, LLC as transfer agent for this Offering. See “Plan of Distribution” below.

Persons who purchase Class C Units will be members of the Company subject to the terms of the Operating Agreement of the Company (“Members” or in the singular a “Member”) and will hereinafter be referred to as “Investors” or in the singular an “Investor.” The Company intends to use the proceeds of this Offering (“Proceeds”) to commence operations of the Company and the development of the Project. The acceptance of Investor funds may be briefly paused at times to allow the Company to effectively and accurately process and settle subscriptions that have been received. There are no selling securityholders in this Offering.

Prior to this Offering, there has been no public market for the Class C Units, and none is expected to develop. The Offering price for a Class C Unit is arbitrary and does not bear any relationship to the value of the assets of the Company. The Company does not currently have plans to list any Company Units on any securities market. The Manager and Affiliates will receive compensation and income from the Company and these transactions may involve certain conflicts of interest. See “Risk Factors,” “Compensation of the Manager” and “Conflicts of Interest” below.

Investing in the Class C Units is speculative and involves substantial risks, including risk of complete loss. Prospective Investors should purchase these securities only if they can afford a complete loss of their investment. See “**Risk Factors**” below. There are material income tax risks associated with investing in the Company that prospective investors should consider. See “Federal Tax Treatment” below.

RULE 251(D)(3)(I)(F) DISCLOSURE. RULE 251(D)(3)(I)(F) PERMITS REGULATION A OFFERINGS TO CONDUCT ONGOING CONTINUOUS OFFERINGS OF SECURITIES FOR MORE THAN THIRTY (30) DAYS AFTER THE QUALIFICATION DATE IF: (1) THE OFFERING WILL COMMENCE WITHIN TWO (2) DAYS AFTER THE QUALIFICATION DATE; (2) THE OFFERING WILL BE MADE ON A CONTINUOUS AND ONGOING BASIS FOR A PERIOD THAT MAY BE IN EXCESS OF THIRTY (30) DAYS OF THE INITIAL QUALIFICATION DATE; (3) THE OFFERING WILL BE IN AN AMOUNT THAT, AT THE TIME THE OFFERING CIRCULAR IS QUALIFIED, IS REASONABLY EXPECTED TO BE OFFERED AND SOLD WITHIN ONE (1) YEAR FROM THE INITIAL QUALIFICATION DATE; AND (4) THE SECURITIES MAY BE OFFERED AND SOLD ONLY IF NOT MORE THAN THREE (3) YEARS HAVE ELAPSED SINCE THE INITIAL QUALIFICATION DATE OF THE OFFERING, UNLESS A NEW OFFERING CIRCULAR IS SUBMITTED AND FILED BY THE COMPANY PURSUANT TO RULE 251(D)(3)(I)(F) WITH THE SEC COVERING THE REMAINING SECURITIES OFFERED UNDER THE PREVIOUS OFFERING; THEN THE SECURITIES MAY CONTINUE TO BE OFFERED AND SOLD UNTIL THE EARLIER OF THE QUALIFICATION DATE OF THE NEW OFFERING CIRCULAR OR ONE HUNDRED EIGHTY (180) CALENDAR DAYS AFTER THE THIRD ANNIVERSARY OF THE INITIAL QUALIFICATION DATE OF THE PRIOR OFFERING CIRCULAR. THE COMPANY INTENDS TO OFFER THE SHARES DESCRIBED HEREIN ON A CONTINUOUS AND ONGOING BASIS PURSUANT TO RULE 251(D)(3)(I)(F). THE COMPANY INTENDS TO COMMENCE THE OFFERING IMMEDIATELY AND NO LATER THAN TWO (2) DAYS FROM THE INITIAL QUALIFICATION DATE. THE COMPANY REASONABLY EXPECTS TO OFFER AND SELL THE SECURITIES STATED IN THIS OFFERING CIRCULAR WITHIN ONE (1) YEAR FROM THE INITIAL QUALIFICATION DATE.

The Company will commence sales of the Class C Units immediately upon qualification of the Offering by the SEC.

OFFERING PROCEEDS TABLE

	Price to Public ⁽¹⁾	Underwriting Discounts and Commissions ⁽²⁾	Proceeds to the Company ⁽³⁾	Proceeds to other Persons ⁽⁴⁾
Amount to be Raised per Class C Unit	\$50.00	\$.50	\$49.50	--
Minimum Investment Amount Per Investor	\$50.00	\$.50	\$49.50	--
Minimum Offering Amount	\$250,000	\$2,500	\$247,500	--
Maximum Offering Amount	\$75,000,000	\$750,000	\$74,250,000	--

(1) The Offering price of a Class C Unit to Investors was arbitrarily determined by the Manager.

(2) The Company is not using an underwriter for the sale of the Class C Units. The commissions listed are those for Texture Capital, Inc., a FINRA broker-dealer, acting as a placement agent for this Offering on a best-efforts basis. Texture Capital is entitled to a one percent (1%) commission on all sales of Class C Units, up to a maximum of \$750,000.00. Texture Capital is also entitled to an additional five percent (5%) commission on amounts raised as a result of Texture Capital's direct introductions and introductory efforts, up to a maximum of \$1,000,000.00. The combined maximum of all commissions Texture Capital may potentially earn is \$1,750,000.00. See the "Plan of Distribution" below.

(3) Class C Units will be offered and sold directly by the Company, the Manager and the Company's and Manager's respective Officers and employees. No commissions for selling Class C Units will be paid to the Company the Manager or the Company's or Manager's respective Officers or employees.

(4) There are no selling securityholders in this Offering.

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SUMMARY OF THE OFFERING

The following information is only a brief summary of, and is qualified in its entirety by, the detailed information appearing elsewhere in this Offering. This Offering Circular, together with the exhibits attached including, but not limited to, the Operating Agreement, a copy of which is attached hereto as Exhibit 3 and should be carefully read in its entirety before any investment decision is made. If there is a conflict between the terms contained in this Offering Circular and the Operating Agreement, the Operating Agreement shall prevail and control, and no Investor should rely on any reference herein to the Operating Agreement without consulting the actual underlying document.

The Company intends to operate in Scottsdale, Arizona. See “Description of the Business” below.

COMPANY INFORMATION AND BUSINESS	<p>Quantum Space Fund, LLC is a Nevada limited liability company with a principal place of business located at 10869 Scottsdale Rd., Suite 103#150, Scottsdale, AZ 85254. Through this Offering, the Company is offering equity in the Company in the form of Class C Units on a “best-efforts” and ongoing basis to qualified Investors who meet the Investor suitability standards as set forth herein See “Investor Suitability Standards.”</p> <p>As further described in the Offering Circular, the Company has been organized to allocate the funds necessary for the purchase of previous developed camping site land parcels or underdeveloped land sites and for the development and operations of 10 stargazing glamping sites (the “Project(s)”).</p>
MANAGEMENT	<p>The Company is a manager-managed limited liability company. The Manager is an Affiliate, Quantum Space GP Holdings, LLC, a Nevada limited liability company formed on August 6, 2025. All investment and operating decisions as well as the day-to-day management of all Company activity is vested in the Manager, including the Officer of the Company, Lucas Entler, the Founder.</p>
THE OFFERING	<p>This Offering is the first capital raise by the Company in its history. The Company is exclusively selling equity in the form of LLC membership interests, denominated into Class C Units. The Company will use the Proceeds of this Offering to acquire parcels of land, begin development and construction of Project sites, including unique accommodations like domes and observatory facilities, building essential infrastructure (water, electricity, waste management), and cover pre-launch marketing.</p>

SECURITIES BEING OFFERED	<p>The Units are being offered at a purchase price of \$50.00 per Class C Unit. The Minimum Investment is \$50.00 for one (1) Class C Units per Investor. Upon purchase of the Class C Unit(s), a Member is granted certain rights detailed in the “Securities Being Offered” section below.</p> <p>The Class C Units are non-transferrable except in limited circumstances, and no market is expected to form with respect to the Class C Units.</p>
CLASS C PREFERRED RETURN	<p>Class C Preferred Return means a prorated, non-compounded per annum internal rate of return of ten percent (10%) based on Class C Members’ Capital Contribution minus any return of capital from Distributable Cash or a Capital Transaction Event, if any. The Class C Preferred Return shall accrue six (6) months after deployment of funds. The Class C Preferred Return shall be paid from Distributable Cash, if at all, at times and amounts in the sole discretion of the Manager. The Class C Preferred Return is not guaranteed, meaning that the Class C Preferred Return will not be paid for any particular period if the Company does not have sufficient capital available to pay it or if the Manager in its sole discretion determines that it is in the best interests of the Company to retain such funds. Any Class C Preferred Return deficiencies will accrue and roll over to the following period.</p>

COMPENSATION TO MEMBERS/MANAGER	<p>Neither the Manager nor the Members of the Company will be compensated through commissions for the sale of the Class C Units through this Offering.</p> <p>The Manager is entitled to reimbursement or payment of the actual costs and expenses associated with the formation and operation of the Company, including this Offering.</p> <p>Management Fee means a fee paid to Manager by Company for fulfilling management and administration duties required to effectuate improvement(s) of Company Project. For years 1-3, the Company shall pay to the Manager a fee equal to one and one-half percent (1.5%) of Gross Revenues. For years 4-7, the Company shall pay to the Manager a fee equal to one percent (1.0%) of Gross Revenues. This fee shall be payable in twelve (12) payments due to the Manager at the end of each month and calculated based on the Gross Revenues for the previous month. If after the annual accounting, the Management Fees that were paid to the Manager over the Fiscal Year are in excess of the amount actually owed to the Manager over the Fiscal Year, the Manager will have the option between (1) paying the Company the difference in dollars over one payment; or, (2) deducting the difference from the monthly Management Fee payments to Manager until the difference balance is zero.</p>
PRIOR EXPERIENCE OF COMPANY MANAGEMENT	<p>The Manager was formed under the laws of the State of Nevada on August 4, 2025. The individual principal of the Manager is an experienced hospitality and technology sector professional He has successfully launched and managed multiple ventures and has expertise in marketing, operations, and capital markets. Please see the section titled “Officers And Significant Employees Of The Manager” for further information.</p>
INVESTOR SUITABILITY STANDARDS	<p>The Class C Units will not be sold to any person or entity unless such person or entity is a “Qualified Purchaser.” A Qualified Purchaser includes: (1) an “Accredited Investor” as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933 (the “Securities Act”); or (2) all other Investors who meet the investment limitations set forth in Rule 251(d)(2)(i)(C) of Regulation A. Such persons as stated in (2) above must conform with the “Limitations on Investment Amount” section as described below.</p> <p>Each person purchasing Class C Units will be subject to the terms of the Operating Agreement, a copy of which is provided in Exhibit 3.</p> <p>Each person acquiring Class C Units may be required to represent that he, she, or it is purchasing the Class C Units for his, her, or its own account for investment purposes and not with a view to resell or distribute these securities.</p> <p>Each prospective Investor of Class C Units may be required to furnish such information or certification as the Company may require in order to determine whether any person or entity purchasing Class C Units is an Accredited Investor, if such is claimed by the Investor.</p>

LIMITATIONS ON INVESTMENT AMOUNT	<p>For Qualified Purchasers who are Accredited Investors, there is no limitation as to the amount invested through the purchase of Class C Units. For non-Accredited Investors, the aggregate purchase price paid to the Company for the purchase of the Class C Units cannot be more than 10% of the greater of the purchaser's (1) annual income or net worth, if purchaser is a natural person; or (2) revenue or net assets for the Investor's most recently completed fiscal year if purchaser is a non-natural person.</p> <p>Different rules apply to Accredited Investors and non-natural persons. Each Investor should review to review Rule 251(d)(2)(i)(C) of Regulation A before purchasing the Class C Units.</p>
COMMISSIONS FOR SELLING MEMBERSHIP SHARES	<p>The Class C Units will be offered and sold directly by the Company, the Manager, the Principals, and the employees of the Company. No commissions will be paid to the Company, Manager, Principals, or employees for selling the Units.</p> <p>Texture Capital, Inc. ("Texture Capital") is the administrative broker dealer for this offering and will charge one percent (1%) of the gross proceeds for a maximum of \$750,000 from aggregate sales.</p> <p>In addition to paying the one percent (1%) commission on aggregate sales the Issuer may pay Texture Capital five percent (5%) of the gross proceeds from the sale of \$20,000,000 of Securities resulting from the direct selling efforts of Texture not to exceed \$1,000,000 from direct sales. The maximum total sales compensation payable to Texture in connection with this Offering is \$1,750,000.</p>

NO LIQUIDITY	There is no public market for the Class C Units, and none is expected to develop. Additionally, the Class C Units will be non-transferable, except as may be required by law, and will not be listed for trading on any exchange or automated quotation system. See “Risk Factors” and “Securities Being Offered” below. The Company will not facilitate or otherwise participate in the secondary transfer of any Units. Prospective Investors are urged to consult their own legal advisors with respect to secondary trading of the Units. See “Risk Factors” below.
CONFLICTS OF INTEREST	The Manager will be entitled to distributions from the Company related to their ownership of Class A Units. Additionally, the Manager has authority and discretion over all Company decisions. Further, all voting rights of the Company granted to Members are retained by the Class A Member. See “Risk Factors” and “Conflicts of Interest” below.
COMPANY EXPENSES	Except as otherwise provided herein, the Company shall bear all costs and expenses associated with the costs associated with the Offering and the operation of the Company, including, but not limited to, the annual tax preparation of the Company's tax returns, any state and federal income tax due, accounting fees, filing fees, independent audit reports, costs and expenses associated with the acquisition, holding, leasing, and management of real estate property and costs and expenses associated with the disposition of real estate property.

FORWARD LOOKING STATEMENTS

Investors should not rely on forward-looking statements because they are inherently uncertain. Investors should not rely on forward-looking statements in this Offering Circular. This Offering Circular contains forward-looking statements that involve risks and uncertainties. The use of words such as “anticipated,” “projected,” “forecasted,” “estimated,” “prospective,” “believes,” “expects,” “plans,” “future,” “intends,” “should,” “can,” “could,” “might,” “potential,” “continue,” “may,” “will,” and similar expressions identify these forward-looking statements. Investors should not place undue reliance on these forward-looking statements, which may apply only as of the date of this Offering Circular.

INVESTOR SUITABILITY STANDARDS

All persons who purchase the Class C Units of the Company pursuant to the Subscription Agreement, attached hereto as Exhibit 4, must comply with the Investor Suitability Standards as provided below. It is the responsibility of the purchaser of the Class C Units to verify compliance with the Investor Suitability Standards. The Company may request that Investor verify compliance, but the Company is under no obligation to do so. By purchasing Class C Units pursuant to this Offering, the Investor self-certifies compliance with the Investor Suitability Standards. If, after the Company receives Investor’s funds and transfers ownership of the Class C Units, the Company discovers that the Investor does not comply with the Investor Suitability Standards as provided, the transfer will be deemed null and void *ab initio* and the Company will return Investor’s funds to the purported purchaser. The amounts returned to the purported purchaser will be equal to the purchase price paid for the Class C Units less any costs incurred by the Company in the initial execution of the null purchase and any costs incurred by the Company in returning the Investor’s funds. These costs may include any transfer fees, sales fees/commissions, or other fees paid to transfer agents or brokers.

The Company’s Class C Units are being offered and sold only to “Qualified Purchasers” as defined in Regulation A.

Qualified Purchasers include:

- (i) “Accredited Investors” defined under Rule 501(a) of Regulation D (as explained below); and
- (ii) All other Investors so long as their investment in the Company’s Interests does not represent more than 10% of the greater of the Investor’s, alone or together with a spouse or spousal equivalent, annual income or net worth (for natural persons), or 10% of the greater of annual revenue or net assets at fiscal year-end (for non-natural persons).

The Interests are offered hereby and sold to Investors that meet one of the two categories above, to qualify as an Accredited Investor, for purposes of satisfying one of the tests in the Qualified Purchaser definition, an Investor must meet one of the following conditions:

1) An **Accredited Investor**, in the context of a natural person, includes anyone who:

- (i) Earned income that exceeded \$200,000 (or \$300,000 together with a spouse or spousal equivalent) in each of the prior two years, and reasonably expects the same for the current year or

- (ii) Has a net worth over \$1 million, either alone, or together with a spouse or spousal equivalent (excluding the value of the person's primary residence), or
- (iii) Holds in good standing a Series 7, 65, or 82 license.

2) **Additional Accredited Investor categories** include:

- (i) Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities and Exchange Act of 1934 (the "Exchange Act"); any insurance company as defined in Section 2(13) of the Exchange Act; any investment company registered under the Investment Fund Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Fund (SBIC) licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a State, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5 million any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5 million or, if a self-directed plan, with investment decisions made solely by persons who are Accredited Investors;
- (ii) Any private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940;
- (iii) Any organization described in Section 501(c)(3)(d) of the Internal Revenue Code of 1986, as amended (the "Code"), corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5 million;
- (iv) Any director or executive officer, or fund of the issuer of the securities being sold, or any director, executive officer, or fund of a fund of that issuer;
- (v) Any trust, with total assets in excess of \$5 million, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Section 506(B)(b)(2)(ii) of the Code; or
- (vi) Any entity in which all of the equity owners are Accredited Investors as defined above.

RISK FACTORS

The Company commenced preliminary business development operations in August 2025 and is organized as a limited liability company under the laws of the State of Nevada. Accordingly, the Company has only a limited history upon which an evaluation of its prospects and future performance can be made. The Company's proposed operations on the Projects are subject to all business risks associated with new enterprises. The likelihood of the Projects' success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the development of real estate and operation of single family properties in a competitive industry. There is a possibility that the Company could sustain losses in the future.

There can be no assurances that the Company will operate profitably. An investment in the Units involves a number of risks. Investors should carefully consider the following risks and other information in this Private Placement Memorandum before purchasing Units. Without limiting the generality of the foregoing, Investors should consider, among other things, the following risk factors:

Inadequacy Of Funds

Gross Offering Proceeds up to seventy-five million U.S. dollars (\$75,000,000.00) may be realized. Management believes that such Proceeds will capitalize and sustain the Company sufficiently to allow for the implementation of its business plan for the acquisition and development of stargazing glamping resorts, acquire commercial real estate property, and manage secured-debt instruments. If only a fraction of this Offering is sold, or if certain assumptions contained in Company Manager's business plans prove to be incorrect, the Company may have inadequate funds to fully develop its business and may need debt financing or other capital investment to fully implement its business plans. Furthermore, if the funds raised through this Offering are inadequate, the percentage ownership of an Investor may be reduced in the future if the Company is required to raise additional capital through the issuance of additional units with rights and preferences as determined in the sole discretion of the Company. Lastly, if less than the Minimum Offering of two hundred and fifty thousand U.S. dollars (\$250,000) is received by the Company, the Company will return all the Proceeds to the prospective Investors and thereby not retain any funds to operate or implement its business plan.

Our success depends on the services of our Chief Executive Officer, the loss of whom could disrupt our business

We depend to a large extent on the services of our founder, Mr. Lucas Entler. Given his knowledge and experience, he is important to our future prospects and development as we rely on his expertise in developing our business strategies and maintaining our operations. The loss of the service of Mr. Entler and the failure to find timely replacements with comparable experience and expertise could disrupt and adversely affect our business.

Although dependent on certain key personnel, we do not have any key person life insurance policies on any such people

We are dependent on Lucas Entler in order to conduct our operations and execute our business plan, however, we have not purchased any insurance policies with respect to him in the event of his death or disability. Therefore, if Lucas Entler dies or becomes disabled, we will not receive any compensation to assist with his absence. The loss of Lucas Entler could negatively affect us and our operations.

Limited Operating History Which Makes Future Performance Difficult to Predict

The Company has a very limited operating history. You should consider an investment in Units of this Offering in light of the risks, uncertainties and difficulties frequently encountered by other newly formed companies with similar objectives. The Company has minimal operating capital and for the foreseeable future will be dependent upon its ability to finance its operations from the sale of equity or other financing alternatives. The failure to successfully raise operating capital, could result in its bankruptcy or other event which would have a material adverse effect on the Company and its Investors. There can be no assurance that Company will achieve its investment or operating objectives.

Investors Should Seek Their Own Independent Counsel

Investors in the Company may not have been represented by independent counsel with respect to this Offering. Attorneys assisting in the formation of the Company and the preparation of this Offering Circular have represented only the Company and its principals and Affiliates. (See “Conflicts of Interest” below.)

Company is Not Subject to Sarbanes-Oxley Regulations and May Lack the Financial Controls and Procedures of Public Companies

The Company may not have the internal control infrastructure that would meet the standards of a public company, including the requirements of the Sarbanes-Oxley Act of 2002. As a privately-held (non-public) Company, the Company is currently not subject to the Sarbanes-Oxley Act of 2002, and its financial and disclosure controls and procedures reflect its status as a development stage, non-public company. There can be no guarantee that there are no significant deficiencies or material weaknesses in the quality of the Company’s financial and disclosure controls and procedures. If it were necessary to implement such financial and disclosure controls and procedures, the cost to the Company of such compliance could be substantial and could have a material adverse effect on the Company’s results of operations and financial conditions.

Sensitivity to General Economic Conditions

The financial success of the Company may be sensitive to adverse changes in general economic conditions in the United States, such as recession, inflation, unemployment, and interest rates. Such changing conditions could reduce demand in the marketplace for the Company’s real estate assets, cause an increase in vacancy rates, cause a reduction in purchase prices for residential or commercial property, increase maintenance and management costs, and reduce overall demand for Company products or services. The Company has no control over these general economic conditions and changes.

Possible Fluctuations in Company Operating Results

The Company’s operating results may fluctuate significantly from period to period as a result of a variety of factors, including many factors that are not in the control of the Company. Some factors that may contribute to operating result fluctuations include, but are not limited to: purchasing patterns of active adults or the general public; camping resort amenity demands; competitive substitute-residential unit pricing; debt service requirements; debt principal-reduction payments, real estate market variances in sales prices, and capitalization rates; market rates may negatively affect property values; credit risks that property residents may default on payments; potential liabilities associated with accidents that could happen on the premises of any Company-related property; inability to obtain favorable financing; market illiquidity for Company assets; and general economic conditions. Consequently, Company revenues and expenses may vary by fiscal quarter, and the Company’s operating results may experience fluctuations.

Risks of Borrowing and Indebtedness

Since Company is likely to incur or utilize debt in the execution of the business plan, a portion of its cash flow will have to be dedicated to the payment of principal and interest on such indebtedness. There is no guarantee that Company will be able to refinance outstanding indebtedness or refinance the indebtedness at terms that are advantageous or acceptable to Company. Typical loan agreements also might contain restrictive covenants which may impair the Company’s operating flexibility. Such loan agreements would also provide for default under certain circumstances, such as failure to meet certain financial covenants. A default under a loan agreement could result in the loan becoming immediately due and payable and, if unpaid, a judgment in favor of such lender which would be senior to the rights of owners of the Company. A judgment creditor would have the right to foreclose on any of Company’s assets resulting in a material adverse effect on its business, which in turn would result in a material adverse effect on the Company’s operating results and financial condition.

The Company may be unable to renew, repay or refinance its outstanding debt.

The Company is subject to the risk that its indebtedness will not be able to be renewed, repaid or refinanced when due or that the terms of any renewal or refinancing will not be as favorable as the existing terms of such indebtedness. If it is unable to refinance its indebtedness on acceptable terms, or at all, the Company might be forced to dispose of the Property on disadvantageous terms, which might result in losses to us. Such losses could have a material adverse effect on the Company and its ability to make distributions to our equity holders and pay amounts due on its debt.

Unanticipated Obstacles to Execution of The Business Plan

The Company's business plan will initially focus on the development of stargazing glamping resorts and amenity needs and that may change. The Company's primary business endeavor of developing camping sites, locations and amenities is capital intensive and may be subject to statutory or regulatory requirements. Company's Manager believes that the Company's chosen activities and strategies are achievable in light of current economic and legal conditions with the skills, background, and knowledge of the Company's Manager and advisors. Manager reserves the right to make significant modifications to the Company's stated strategies depending on future events.

Management Discretion as To Use of Proceeds

The net proceeds from this Offering will be used for the purposes described under the "Use of Proceeds" section. The Company and Company's Manager reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which it deems to be in the best interests of the Company and its Members in order to address changed circumstances or opportunities. As a result of the foregoing, the success of the Company will be substantially dependent upon the discretion and judgment of Manager with respect to application and allocation of the net proceeds of this Offering. Investors in the Interests offered hereby will be entrusting their funds to the Company's Manager, upon whose judgment and discretion the investors must depend.

Control By Management and Exclusive to Manager

The Company's Manager has full and complete managerial control on the investment decisions and day-to-day activities of the Company. Investors in this Offering will have no control in determining the investment strategies implemented by Manager, the operations or any of the day-to-day activities of the Company. The Manager may change investment strategies or operations from time-to-time at the sole discretion of the Manager without input of Investors and no assurances can be given that such a change in investment strategy or operations would not be adverse to the interests of the Investors.

Company's Success Depends on Performance of Co-Investors, Partners, Distributors, Contractors and Suppliers

The Company will be dependent on its co-investors, corporate partners, distributors, contractors and suppliers during the execution of the business plan. The loss of or lack of performance by the Company's co-investors, corporate partners, distributors, contractors or suppliers that provide key products or services associated with the development, construction or operation of a Company property could harm the Company's business, financial condition, cash flow and performance. In the event a project co-investor is unable to timely provide funds in accordance with any investment agreements or construction contracts, Company may be required to provide additional funds to a project or possibly lose its investment in the project if funds are not available and the project is abandoned. Similarly, in the event that a key supplier of either labor or products to the operations and development of a glamping resort were to be unable to perform their duties, Company may experience increased expenses or possibly the inability to operate until the labor or products are replaced. Loss of or non-performance of a co-investor, corporate partner, distributor, contractor or supplier may cause adverse material effect on Company operating results and financial condition. Consequently, you should not invest in the Company unless you are willing to entrust the Company Manager's selection of co-investors and the selection and contracting of corporate partners, contractors and suppliers to provide key products and services to the Company property.

Damage to Reputation Could Negatively Impact the Company's Business, Results of Operations and Financial Condition

The Company's reputation and the quality of its brand, operations and property are critical to its business success. Any incident that erodes confidence in the Company's brand, operations or property could significantly reduce the Company's value and damage its business and future business opportunities. The Company may be adversely affected by any negative publicity, regardless of its source or accuracy. Also, there has been a marked increase in the use of social media platforms and similar devices, including blogs, social media websites and other forms of internet-based communications that provide individuals with access to a broad audience. The availability of information on social media platforms is virtually immediate as is its impact. Information posted may be adverse to its interests or may be inaccurate, each of which may harm its performance, prospects or business. The harm may be immediate and may disseminate rapidly and broadly, without affording us an opportunity for redress or correction. The costs to the Company to correct inaccuracies or attempt to repair any reputational damage to Company's brand, operations or property may be significant and require expenditure over an unknown duration. Reputational damage could result in a material adverse effect on the Company's operating results and financial condition.

Limited Transferability and Liquidity

To satisfy the requirements of certain exemptions from registration under the Securities Act, and to conform with applicable state securities laws, each Investor must acquire his, her or their Interests for investment purposes only and not with a view towards distribution. Consequently, certain conditions of the Securities Act may need to be satisfied prior to any sale, transfer, or other disposition of the Units. Some of these conditions may include a minimum holding period, availability of certain reports, including financial statements from the Company, limitations on the percentage of Interests sold and the manner in which they are sold. The Company can prohibit any sale, transfer or disposition unless it receives an opinion of counsel provided at the holder's expense, in a form satisfactory to the Company, stating that the proposed sale, transfer or other disposition will not result in a violation of applicable federal or state securities laws and regulations. No public market exists for the Interests and no market is expected to develop. Consequently, owners of the Interests may have to hold their investment indefinitely and may not be able to liquidate their investments in the Company or pledge them as collateral for a loan in the event of an emergency.

Broker Dealer Sales of Class C Units

The Company's Class C Units are not presently included for trading on any exchange, and there can be no assurances that the Company will ultimately be registered on any exchange. No assurance can be given that the Class C Units of the Company will ever qualify for inclusion on the NASDAQ System or any other trading market. As a result, the Company's Class C Units are covered by a Securities and Exchange Commission rule that imposes additional sales practice requirements on broker-dealers who sell such securities to persons other than established customers and investors. For transactions covered by the rule, the broker-dealer must make a special suitability determination for the purchaser and receive the purchaser's written agreement to the transaction prior to the sale. Consequently, the rule may affect the ability of broker-dealers to sell the Company's securities and may also affect the ability of Investors to sell their Class C Units in the secondary market.

Long Term Nature of Investment in Company

An investment in the Units may be long term and illiquid. As discussed above, the offer and sale of the Units will not be registered under the Securities Act or any foreign or state securities laws by reason of exemptions from such registration which depends in part on the investment intent of the investors. Prospective investors will be required to represent in writing that they are purchasing the Units for their own account for long-term investment and not with a view towards resale or distribution. Accordingly, purchasers of Units must be willing and able to bear the economic risk of their investment for an indefinite period of time. It is likely that investors will not be able to liquidate their investment in the event of an emergency.

No Current Market for Interests

There is no current market for the Units offered in this Offering and no market is expected to develop in the near future.

Offering Price

The price of the Units offered has been arbitrarily established by the Company, considering such matters as the state of the Company's business development and the general condition of the industry in which it operates. The Offering price of Units bears little relationship to the assets, net worth, or any other objective criteria of value applicable to the Company.

Compliance With Securities Laws

The Units are being offered for sale in reliance upon certain exemptions from the registration requirements of the Securities Act, applicable Nevada securities laws, and other applicable state securities laws. If the sale of Units were to fail to qualify for these exemptions, purchasers may seek rescission of their purchases of Units. If a number of purchasers were to obtain rescission, the Company would face significant financial demands which could adversely affect the Company as a whole, as well as any non-rescinding purchasers.

Lack Of Firm Underwriter

The Units are offered on a "best efforts" basis by the Company, Company's Manager and the Company Manager's Directors, Officers and employees without compensation and on a "best efforts" basis through a FINRA registered broker-dealer via a Participating Broker-Dealer Agreement with the Company. Accordingly, there is no assurance that the Company, Company's Manager or any FINRA broker-dealer, will sell the maximum Units offered or any lesser amount.

The U.S. Securities and Exchange Commission (SEC) Does Not Pass Upon the Merits of the Securities or the Terms of the Offering, Nor Does It Pass Upon the Accuracy or Completeness of any Offering Document or Literature

You should not rely on the fact that a Form 1-A, filed by the Company to the SEC providing notice of an exempt offering of securities under Regulation A of the Securities Act, is accessible through the U.S. Securities and Exchange Commission's EDGAR filing system as an approval, endorsement or guarantee of compliance as it relates to this Offering.

Projections: Forward Looking Information

The Company's Manager has prepared projections regarding the Company's anticipated financial performance. The Company's projections are hypothetical and based upon factors influencing the business of the Company. The projections are based on the Company Manager's best estimate of the probable results of operations of the Company, based on present circumstances, and have not been reviewed by the Company's independent accountants. These projections are based on several assumptions, set forth therein, which the Company's Manager believes are reasonable. Some assumptions upon which the projections are based, however, invariably will not materialize due to the inevitable occurrence of unanticipated events and circumstances beyond the Company Manager's control. Therefore, actual results of operations will vary from the projections, and such variances may be material. Assumptions regarding future changes in sales, revenues and costs are necessarily speculative in nature.

In addition, projections do not and cannot take into account such factors as general economic conditions, unforeseen regulatory changes, the entry into the Company's target market of additional competitors, the terms and conditions of future capitalization, and other risks inherent to the Company's business. While the Company's Manager believes that the projections accurately reflect possible future results of the Company's operations, those results cannot be guaranteed.

The Company's Success Will Depend Upon the Acquisition and Development of Real Estate by Manager, and Manager May be Unable to Consummate Land Acquisition or Development on Advantageous Terms, and the Developed Property May Not Perform as Expected

The Company intends to acquire, develop, and lease, operate and potentially dispose of real estate assets. The acquisition of real estate entails various risks, including the risks that the real estate assets may not perform as expected, that Company or Manager may be unable to quickly and efficiently integrate assets into its existing operations and the cost estimates for the development, construction, lease, operation or sale of a property may prove inaccurate. These risks may result in a material adverse effect on Company's business, which in turn would result in a material adverse effect on the Company's operating results and financial condition.

Reliance on Manager to Select Appropriate Property and Investment

The Company's ability to achieve its investment objectives is dependent upon the performance of the Company Manager's team in the selection of an appropriate real property for acquisition or investment and the development and operation of a real estate property. Investors in the Units offered will have no opportunity to evaluate the terms of any proposed real property transactions or other economic or financial data concerning Company's investments. Investors in the Units must rely entirely on the Manager's knowledge, skill and ability and Manager's Members, Officers, employees and advisors in their processes related to real property selection and investment.

Competition May Decrease Revenues, Increase Costs and Decrease Rates of Return

The Company may experience competition from other developers of glamping, hospitality and entertainment projects and other sophisticated investors in those competing real-property developers and investors. Competition may increase the costs of land, labor and materials for Company investments and decrease the potential return on investment of real estate assets developed or owned by the Company. Further, competition for suitable real property, experienced labor and building materials may increase direct- and indirect-costs to the Company while engaged in developing, constructing, repairing or maintaining real property. Competition could result in a material adverse effect on the Company's operating results and financial condition.

Delays in Property Development, Construction or Operations

Delays the Company and Company's Manager may encounter in the development of glamping, hospitality, entertainment projects or commercial properties or any type of real property include government-related delay such as the permitting, inspection or certificate-of-occupancy processes; construction-related delays such as weather, adverse site conditions and material- or labor-supply disruptions; and finance-related delays such as extended due diligence processes, funding and closing procedures. Delays in initiating or completing any development or renovation project or the operations of a Company property could adversely affect the Company, which in turn would result in a material adverse effect on the Company's operating results and financial condition.

Environmentally Hazardous Property

Under various Federal, State, City and local environmental laws, ordinances and regulations, a current or previous owner or operator of real property may be liable for the cost of removal or remediation of hazardous or toxic substances on, under or in such property. Such laws often impose liability whether or not the owner or operator knew of, or was responsible for, the presence of such hazardous or toxic substances. Environmental laws also may impose restrictions on the manner in which property may be developed, used or businesses may be operated, and these restrictions may require additional or unanticipated expenditures. Environmental laws provide for sanctions in the event of non-compliance and may be enforced by governmental agencies or, in certain circumstances, by private parties. In connection with the development and ownership of its property, Company may be potentially liable for such environmental-related costs. The cost of defending against claims of liability, complying with environmental regulatory requirements or remediation any contaminated property could materially adversely affect the business, assets or results of operations of Company which in turn would result in a material adverse effect on the Company's operating results and financial condition.

Real Estate Investments are Not as Liquid as Other Types of Assets, Which May Reduce Economic Returns to Investors

Real estate investments are not as liquid as other types of investments, and this lack of liquidity may limit Company's ability to react promptly to changes in economic, financial, investment or other conditions. In addition, significant expenditures associated with real estate investments, such as mortgage payments, real estate taxes and maintenance costs, are generally not reduced when circumstances cause a reduction in income from the investments. Thus, Company's ability at any time to sell assets may be restricted. This lack of liquidity may limit the Company's ability to vary its portfolio promptly in response to changes in economic financial, investment or other conditions and, as a result, could adversely affect the Company's financial condition, results of operations, and cash flows.

Company May be Unable to Lease or Sell a Property If /When it Decides to Do So

Company Manager's ability to lease or sell the property on advantageous terms depends on factors beyond the Company's or Manager's control, including but not limited to competition from other sellers and the availability of attractive financing for potential buyers of the property Company acquires. The Company cannot predict the various market conditions affecting real estate investments which will exist at any particular time in the future. Due to the uncertainty of market conditions which may affect the future leasing conditions or disposition of the property Company acquires, the Company cannot assure its Members that Company will be able to lease units within or sell such property at a profit in the future. Accordingly, the extent to which the Company's Members will receive cash distributions and realize income from leasing activities or potential appreciation on Company's real estate investments will be dependent upon fluctuating market conditions. Furthermore, Company may be required to expend funds to correct defects or to make improvements before individual units in a Company property can be leased or a Company property can be sold. Company cannot assure Members that it will have funds available to correct such defects or to make such improvements. In developing a property, Company may agree to restrictions that prohibit the sale of that property for a period of time or impose other restrictions, such as a limitation on the amount of debt that can be placed or repaid on that property. These provisions would restrict Company's ability to sell a property, which in turn could result in a material adverse effect on the Company's operating results and financial condition.

Illiquidity of Real Estate Investments Could Significantly Impede Company's Ability to Respond to Adverse Changes in the Performance of the Company

Since real estate investments are relatively illiquid, Company's ability to promptly sell its assets in response to changing economic, financial and investment conditions may be limited. In particular, these risks could arise from weakness in, or even the lack of an established market for a specific property or class of real property, changes in the financial condition or prospects of prospective purchasers, changes in local, regional national or international economic conditions, and changes in laws, regulations or fiscal policies of jurisdictions in which the Company property is located. Company may be unable to realize its investment objectives by sale, other disposition or refinance at attractive prices within any given period of time or may otherwise be unable to complete any exit strategy. This in turn could result in a material adverse effect on the Company's operating results and financial condition.

Company Expects to Invest in Property Operating in a Regulated Environment

Company expects to invest in properties related to and the development of stargazing glamping resorts that when being constructed, and thereafter operating, are subject to a wide range of Federal, State, and local laws and regulations. The camping locations, resort facilities and amenities in which the Company intends to invest are regulated by government entities and rules including, but not limited to, building departments and construction codes, health codes, potential food and safety inspections, zoning for observatory structures, hazardous material identification and storage, and various personnel licensing requirements. The violation of these or future requirements or laws and regulations could result in administrative, civil, or criminal sanctions against the Company, which may adversely impact the Company's property, business, results of operations and financial condition.

Property Acquired by Company May Have Liabilities or Other Encumbrances

Company intends to perform appropriate due diligence for the property investments it acquires. Company also will seek to obtain appropriate representations and indemnities from the seller in respect to the property. A property the Company may acquire may be subject to uninsured liabilities or otherwise have encumbrances affecting its value. The Company may have only limited or perhaps even no recourse for any such liabilities or other problems or issues or, if Company has received indemnification from the seller, the resources of such seller may not be adequate to fulfill its indemnity obligation. As a result, Company could be required to resolve or cure such liability or other encumbrances, and such expenses could have an adverse effect on Company's cash flow available to meet other expenses, which in turn could result in a material adverse effect on the Company's operating results and financial condition.

Company's Investments May be Subject to Risks from the Use of Borrowed Funds

Company expects at various times during business plan execution to develop or acquire real property by borrowing funds. Company may also incur or increase its indebtedness by obtaining loans secured by certain properties in order to use the proceeds for further development of the Projects. In general, for any particular property, Company will expect that the property's cash flow will be sufficient to pay the cost of its mortgage indebtedness, in addition to the operating and related costs of the property. However, if there is insufficient cash flow from the property, Company may be required to use funds from other sources to make the required debt service payments, which generally would reduce the amount available for distribution to the Company, which in turn would reduce the amount of distributions made to Investors. The incurrence of mortgage indebtedness increases the risk of loss from Company's investments since one or more defaults on mortgage loans secured by its property could result in foreclosure of those mortgage loans by the lenders with a resulting loss of Company's investment in the property securing the loans. For tax purposes, a foreclosure of one of Company's properties would be treated as a sale of the property for a purchase price equal to the outstanding balance of the indebtedness secured by the mortgage. If that outstanding balance exceeds Company's tax basis in the property, Company would recognize a taxable gain as a result of the foreclosure, but it would not receive any cash proceeds as a result of the foreclosure transaction. This in turn could result in a material adverse effect on the Company's operating results and financial condition.

Mortgage loans or other financing arrangements with balloon payments in which all or a substantial portion of the original principal amount of the loan is due at maturity, may involve greater risk of loss than those financing arrangements in which the principal amount of the loan is amortized over its term.

At the time a balloon payment is due, Company may or may not be able to obtain alternative financing on favorable terms, or at all, to make the balloon payment or to sell the property in order to make the balloon payment out of the sale proceeds. If interest rates are higher when the Company obtains replacement financing for its existing loans, the cash flows from its property, as well as the amounts Company may be able to distribute to its Investors, including the Company, could be reduced, which in turn would reduce the amount available to the Company to distribute to Investors. If interest rates are higher when Company obtains replacement financing for its existing loans, the cash flows from its property could be materially reduced, which in turn would reduce the amount available to the Company to distribute to Investors. In some instances, Company may only be able to obtain recourse financing, in which case, in addition to the property or other investments securing the loan, the lender may also seek to recover against Company's other assets for repayment of the debt. Accordingly, if Company does not repay a recourse loan from the sale or refinancing of the property or other investment securing the loan, the lender may seek to obtain repayment from one or more of Company's other assets. These risks from utilizing indebtedness in Company operations could result in a material adverse effect on the Company's operating results and financial condition.

Uninsured Losses Relating to Real Property May Adversely Affect Company Performance

Company's Manager will attempt to assure that the Company's property is comprehensively insured (including liability, fire, and extended coverage) in amounts sufficient to permit replacement in the event of a total loss, subject to applicable deductibles. However, to the extent of any such deductible and/or in the event that the Company's property incurs a casualty loss which is not fully covered by insurance, the value of Company's assets will be reduced by any such loss. Also, certain types of losses, generally of a catastrophic nature, resulting from, among other things, earthquakes, floods, hurricanes or terrorist acts may not be insurable or even if they are, such losses may not be insurable on terms commercially reasonable to Company. Further, Company may not have a sufficient external source of funding to repair or reconstruct a damaged or total loss of a property; there can be no assurance that any such source of funding will be available to Company for such purposes in the future. Uninsured losses to the Company property could result in a material adverse effect on the Company's operating results and financial condition.

Competition For Real Property Investments May Increase Costs and Reduce Company Returns

Company and Company's Manager will experience competition for real property investments from various sources including individuals, corporations, and bank and insurance company investment accounts, as well as other real estate limited partnerships, real estate investment funds, commercial developers, pension plans, other institutional and foreign investors and other entities engaged in real estate investment activities. Company will compete against other potential purchasers of properties of high-quality commercial properties leased to credit-worthy tenants and residential properties and, as a result of the weakened U.S. economy, there may be greater competition for the properties of the type in which Company will develop. Some of these competing entities may have greater financial and other resources allowing them to compete more effectively. This competition may result in Company paying higher prices to acquire and develop its property than it otherwise would, or Company may be unable to acquire a property that Company's Manager believes meet Company's investment objectives and are otherwise desirable investments. This in turn could result in a material adverse effect on the Company's operating results and financial condition.

In addition, Company's property may be located close to properties that are owned by other real estate investors and that compete with Company for tenants or buyers. These competing properties may be better located and more suitable for desirable tenants than Company's property, resulting in a competitive advantage for these other non-Company properties. This competition may limit Company's ability to lease its residential units or commercial space, increase its costs of securing tenants, limit its ability to charge rents and/or require it to make capital improvements it otherwise might not make to its property. As a result, Company may suffer reduced cash flow and suffer a material adverse effect on the Company's business, operating results and financial condition.

Risks of Real Property Ownership that Could Affect the Marketability and Profitability of the Property

There is no assurance that Company's property will be profitable or that cash from operations will be available for distribution to its Members, including the Company, which in turn may decrease the distributions the Company may be able to make to Investors. Real property, like many other classes and types of long-term investments, historically has experienced significant fluctuations and cycles in value, specific market conditions may result in occasional or permanent reductions in the value of Company real property interests. The marketability and value of real property will depend upon many factors beyond the control of the Company, including (without limitation):

1. Changes in general or local economic conditions;
2. Changes in supply or demand of competing real property in an area (e.g., as a result of over-building);
3. Changes in interest rates;
4. The promulgation and enforcement of governmental regulations relating to land use and zoning restrictions, environmental protection and occupational safety;
5. Condemnation and other taking of real property by the government;
6. Unavailability of mortgage funds that may increase borrowing costs and/or render the sale of a real property difficult;

7. Unexpected environmental conditions;
8. Financial condition of tenants, ground lessees, ground lessors, buyers and sellers of real property;
9. Changes in real estate taxes and any other operating expenses;
10. Energy and supply shortages and the resulting increases in operating costs or the costs of materials and construction;
11. Various uninsured, underinsurance or uninsurable risks (such as losses from terrorist acts), including risks for which insurance is unavailable at reasonable rates or with reasonable deductibles; and
12. Imposition of unfavorable tenancy laws or government-mandated rent controls.

Environmental Regulation and Issues, Certain of Which the Company May Have No Control Over, May Adversely Impact the Company's Business

Federal, State, City and local environmental laws, ordinances and regulations impose environmental controls, disclosure rules and zoning restrictions which directly impact the use, or sale of real property. Such laws and regulations tend to discourage sales and leasing activities and mortgage lending with respect to some properties and may therefore adversely affect Company specifically, and the real estate industry in general. A current or previous owner or operator of real property may be liable for the cost of removal or remediation of hazardous or toxic substances on, under or in such property. Such laws often impose liability whether or not the owner or operator knew of, or was responsible for, the presence of such hazardous or toxic substances. Failure by Company Manager to uncover and adequately protect against environmental issues in connection with the acquisition or development of real property may subject Company to liability as the buyer of such real property or asset. Environmental laws and regulations impose liability on current or previous real property owners or operators for the cost of investigating, cleaning up or removing contamination caused by hazardous or toxic substances at the property. Environmental laws also may impose restrictions on the manner in which property may be used or businesses may be operated, and these restrictions may require expenditures.

Liability for environmental issues can be imposed even if the original actions were legal and Company had no knowledge of, or was not responsible for, the presence of the hazardous or toxic substances. Environmental laws provide for sanctions in the event of non-compliance and may be enforced by governmental agencies or, in certain circumstances, by private parties. In connection with the development and ownership of properties, Company may be potentially liable for compliance-related costs. The cost of defending against claims of liability, complying with environmental regulatory requirements or remediation any contaminated property could materially adversely affect the business, assets or results of operations of the Company. Company may also be held responsible for the entire payment of the liability if Company is subject to joint and several liability and the other responsible parties are unable to pay. Further, Company may be liable under common law to third parties for damages and injuries resulting from environmental contamination emanating from the site. Insurance for such matters may not be available. This in turn could result in a material adverse effect on the Company's business, operating results and financial condition.

Americans with Disabilities Act (ADA) Compliance

Under the Americans with Disabilities Act of 1990 (the "ADA"), all public properties are required to meet certain federal requirements related to access and use by disabled persons. Properties acquired by the Company or in which it makes a property investment may not be in full compliance with the ADA. If a property is not in compliance with the ADA, then the Company may be required to make modifications to such property to bring it into compliance, or face the possibility of imposition, or an award, of damages to private litigants. In addition, changes in governmental rules and regulations or enforcement policies affecting the use or operation of the properties, including changes to building, fire and life-safety codes, may occur which could result in a material adverse effect on the Company's business, operating results and financial condition.

Adverse Weather Events Could Cause Property Damage, Increase Costs or Delay Projects

Real property owned or invested in by Company may experience adverse weather events, such as but not limited to extended extreme low-temperature freezing or surface water flooding, which could cause direct or indirect damage to Company's real estate assets or materially delay development and construction projects. Direct or indirect damage caused during adverse weather events may require unanticipated repairs, maintenance, and tenant dislocation, all of which could increase costs for Company and reduce profitability or asset values. Even in the event insurance policies cover the event causing property damage or loss(es), the expense of any applicable deductible and the damage repair or loss of property use may not be fully covered by insurance, and the value of Company's asset(s) will be reduced by any such loss(es). Company may be required to expend funds to remedy damage to real property, delay or increase cost of development or construction, or possibly abandon the development of real property. Adverse weather events could result in a material adverse effect on the Company's business, operating results and financial condition.

Loss of Property Utilities Could Cause Property Damage and Increase Costs

Company real property may experience short-term or long-term loss of utilities such as electric, natural gas, potable water, wastewater sewer and storm sewer systems. In the event there is a loss of electric or natural gas utilities during a sustained period of below-freezing temperatures, the loss of heating systems could cause direct or indirect damage to Company's real estate assets. Similarly, failure of a storm sewer system not owned or controlled during a high-rainfall event may cause flooding either in the vicinity of, on or inside a Company property thereby causing direct or indirect damage to the Company's real estate assets due to flooding that may not be covered by an insurance policy. Lastly, loss of electricity for an extended period of time can shut down air-conditioning systems such that humidity levels increase and allow for the conditions conducive to mold growth. Such direct or indirect damage may require unanticipated repairs, maintenance, and tenant dislocation, all of which could increase costs for Company and reduce its profitability. Insurance policies may cover the event causing property, though the expense of any deductible and the damage repair or loss of property use is not fully covered by insurance, the value of Company's asset(s) will be reduced by any such loss(es). Loss of utilities could result in a material adverse effect on the Company's business, operating results and financial condition.

Real Estate May Develop Harmful Mold, Which Could Lead to Liability for Adverse Health Effects and Costs of Remediating the Problem

Mold growth may occur when excessive moisture accumulates in buildings or on building materials, particularly if the excessive moisture condition remains undiscovered or is not addressed over a period of time. Some molds may produce airborne toxins or irritants. Concern about indoor exposure to mold has been increasing as exposure to mold may cause a variety of adverse health effects and symptoms, including allergic or other reactions. As a result, the presence of significant mold at the Company's property could require Company to undertake a costly remediation program to contain or remove the mold from the affected property. In addition, the presence of significant mold could expose Company to liability from its tenants, employees of such tenants and other third parties if property damage or health concerns arise. Mold-related liabilities could result in a material adverse effect on the Company's operating results and financial condition.

Real Estate May Contain Radon Gas, Which Could Increase Maintenance Costs or Costs of Remediation

Radon is a naturally-occurring radioactive gas caused by the degradation of uranium in soil, found in low-average concentrations in ambient air, can increase in concentration inside an enclosed structure and recognized as a cause of lung cancer. Laws regarding testing and disclosure of radon-related information known to a property owner or landlord to prospective buyers or tenants are different in, and specific to, each state. The US Environmental Protection Agency (USEPA) has set an indoor air concentration of 4.0 pCi/L as a threshold at which remedial action to lower the indoor air concentration should be instituted. While no uniform radon testing, disclosure or remediation requirements currently exist across all states, some states and financial institutions do require or compel radon testing and remediation systems where conditions require compliance. Future radon-related compliance activity, liabilities or potential sanctions could result in a material adverse effect on the Company's operating results and financial condition.

Real Estate May Contain Asbestos, Which Could Increase Maintenance Costs or Cause Liability for Adverse Health Effects and Costs of Remediation

Many products commonly utilized in construction projects throughout the United States contained asbestos prior to manufacturing limitations and the ban on certain uses being promulgated in the 1970s and 1980s. Asbestos-containing material (ACM) product categories include, but not limited to, roofing, siding, flooring, insulation, drywall-finishing, decorative-surface finishes and heating systems. Asbestos is a health-hazard and known carcinogen with predominant exposure being through inhalation. Inhalation sources are generally recognized as the release fibers and dust from ACM during maintenance, repair and renovation activities. Property containing ACM are suitable residences and businesses when the ACM remains in good condition or encapsulated but also require additional maintenance programs and procedures to limit the potential for asbestos exposure to occupants, employees and workers.

While no uniform ACM testing, disclosure or remediation requirements currently exist across all states, some states and financial institutions do require or compel testing for the presence of ACM under certain circumstances and the USEPA provides guidance on the institution of an operations and maintenance plans for ACM where they have been identified. Demolition or renovation activities at a property that include disturbing ACM require actions of licensed professionals including health and safety protocols, remediation and proper disposal of the ACM at additional costs beyond the proposed construction activity. Future asbestos-related compliance activity, liabilities or potential sanctions could result in a material adverse effect on the Company's operating results and financial condition. Asbestos exposure to occupants or employees at any Company property could require Company to undertake a costly remediation program to contain or remove the asbestos source from the affected property. In addition, significant exposure to asbestos could expose Company to liability from its tenants, Company employees, employees of tenants and other third parties if property damage or health concerns arise. Asbestos-related property management, remediation, liabilities or sanctions could result in a material adverse effect on the Company's business, operating results and financial condition.

Terrorist Attacks or Other Acts of Violence or War May Affect the Industry in Which the Company Operates, its Operations, and its Profitability

Terrorist attacks may harm Company's results of operations and indirectly a Class A interest investment. There can be no assurance that there will not be more terrorist attacks against the United States or U.S. businesses. These attacks or armed conflicts may directly or indirectly impact the value of the property Company owns or that secure its loans. Losses resulting from these types of events may be uninsurable or not insurable to the full extent of the loss suffered. Moreover, any of these events could cause consumer confidence and spending to decrease or result in increased volatility in the United States and worldwide financial markets and economy. They could also result in economic uncertainty in the United States or abroad. Adverse economic conditions resulting from terrorist activities could reduce demand for space in Company's property due to the adverse effect on the economy and thereby reduce the value of Company's property, which in turn could result in a material adverse effect on the Company's business, operating results and financial condition.

Company Will be Subject to Risks Related to the Geographic Location of the Property it Develops, Operates or Makes Investments

Company intends to develop, improve, lease, and eventually sell the real estate asset. If the commercial or residential real estate markets or general economic conditions in the geographic area of a Company property declines, Company may experience a greater rate of default by tenants on their leases with respect to properties in this area and the value of the properties in the geographic area could decline. Any of these events could materially adversely affect the Company's business, financial condition or results of operations.

Unforeseen Changes

While the Company has enumerated certain material risk factors herein, it is impossible to know and identify all risks to the Company which may arise in the future. In particular, Investors may be negatively affected by changes in any of the following: (i) laws, rules, and regulations; (ii) regional, national, and/or global economic factors and/or real estate trends; (iii) the capacity, circumstances, and relationships of partners of Affiliates, the Company or the Manager; (iv) general changes in financial or capital markets, including (without limitations) changes in interest rates, investment demand, valuations, or prevailing equity or bond market conditions; or (v) the presence, availability, or discontinuation of real estate and/or housing incentives.

The Company's Development and Growth Strategy Depends on its Ability to Fund, Develop and Open New Glamping Venues and Operate Them Profitably.

A key element of the Company's growth strategy is to develop and open stargazing glamping venues. The Company has identified a number of locations for potential future glamping venues and is still in the process of analyzing the locations and specifically acquiring locations. The Company's ability to fund, develop and open these venues on a timely and cost-effective basis, or at all, is dependent on a number of factors, many of which are beyond its control, including but not limited to our ability to:

- Find quality locations;
- Reach acceptable agreements regarding the lease or purchase of locations, and comply with our commitments under our lease agreements during the development and constructions phases;
- Comply with applicable zoning, licensing, land use, and environmental regulations;
- Raise or have available an adequate amount of cash or currently available financing and mortgage terms for construction and opening costs;
- Adequately complete construction for operations;
- Timely hire, train, and retrain the skilled management and other employees necessary to meet staffing needs;
- Obtains, for acceptable cost, required permits and approvals, notably zoning for observatory structures; and
- Efficiently manage the amount of time and money used to build and open each new venue.

If the Company succeeds in opening stargazing glamping facilities on a timely and cost-effective basis, the Company may nonetheless be unable to attract enough visitors or customers to these new venues because potential customers may be unfamiliar with its venue or concept, entertainment and other resort options might not appeal to them and the Company may face competition from other resorts and leisure venues.

Success in the Hospitality, Glamping and Stargazing Industry is Highly Unpredictable and There is No Guarantee the Company's Content will be Successful in the Market.

The Company's success will depend on the popularity of its hospitality, glamping and skygazing facilities. Consumer tastes, trends and preferences frequently change and are notoriously difficult to predict. If the Company fails to anticipate future consumer preferences in the hospitality, glamping and skygazing business, its business and financial performance will likely suffer. The Company may not be able to develop facilities that will become profitable. The Company may also invest in facilities that end up losing money. Even if one of its facilities is successful, the company may lose money in others.

Changes in consumer financial condition, leisure tastes and preferences, particularly those affecting the popularity of family resorts, and other social and demographic trends could adversely affect its business. Significant periods of restricted travel or group gatherings, such as Covid-19 or similar circumstances, could result in situations where facilities usage is below historical levels would have a material adverse effect on its business, results of operations and financial condition. If the company cannot attract patrons, retain its existing resident, its financial condition and results of operations could be harmed.

Our Business will be Adversely Affected if We are Unable to Attract and Retain Talented Employees, including Sales, Technology, Operations, and Development Professionals.

Our business operations require highly specialized knowledge of hospitality management and technical skills. If we are unable to retain the services of talented employees, including executive officers, other key management and sales, technology, operations, and development professionals, we would be at a competitive disadvantage. In addition, recruitment and retention of qualified staff could result in substantial additional costs. The loss of the services of one or more of our executive officers or other key professionals or our inability to attract, retain and motivate qualified personnel, could have a material adverse effect on our ability to operate our business.

Operational Risks, such as Misconduct and Errors of our Employees or Entities with Which We Do Business, Are Difficult to Detect and Deter and Could Cause Us Reputational and Financial Harm.

Our employees and service providers could engage in misconduct which may include conducting in and concealing unauthorized activities, improper use or unauthorized disclosure of confidential information. It is not always possible to deter misconduct by our employees, and the precautions we take to prevent and detect this activity may not be effective in all cases. Our ability to detect and prevent errors or misconduct by entities with which we do business may be even more limited. Such misconduct could subject us to financial losses or regulatory sanctions and materially harm our reputation, financial condition and operating results.

Negative Publicity Could Damage Our Business.

Developing and maintaining our reputation is critical to attracting and retaining customers and investors and for maintaining our relationships with our regulators.

Negative publicity regarding our Company or our key personnel, whether based upon fact, allegation or perception and whether justified or not, could give rise to reputational risk which could significantly harm our business prospects.

General Global Market and Economic Conditions May Have an Adverse Impact on the Company's Operating Performance, Results of Operations and/or Cashflow

The Company may be affected by general global economic and market conditions. Challenging economic conditions worldwide have from time to time contributed, and may continue to contribute, to slowdowns in the global economy at large. Weakness in the economy could have a negative effect on the Company's business, operations, and financial condition, including decreases in revenue and operating cash flow, and inability to attract future equity and/or debt financing on commercially reasonable terms. Additionally, in a down-cycle economic environment, the Company may experience the negative effects of a slowdown. Suppliers on which the Company relies could also be negatively impacted by economic conditions that, in turn, could have a negative impact on the Company's operations or expenses. There can be no assurance, therefore, that current economic conditions or worsening economic conditions or a prolonged or recurring recession will not have a significant, adverse impact on the Company's business, financial condition and results of operations. Any such circumstances would then correspondingly negatively impact the functionality, liquidity, and/or trading price of our securities

Potential Conflicts of Interest

Principal of the Manager of the Company is also owner and manager of the Company's Affiliates. (See "Affiliates" below). The Manager and Principal are permitted to devote their time to these Affiliates to the detriment of the Company if deemed reasonable or necessary by the Manager and Principals. See also "Conflicts of Interest" below.

COVID-19 and Future Pandemics

In December 2019, the 2019 novel coronavirus ("Covid19") surfaced in Wuhan, China. The World Health Organization ("WHO") declared a global emergency on January 30, 2020, with respect to the outbreak and several countries, including the United States, have initiated travel restrictions. On May 5, 2023, the WHO declared Covid19 is now an established and ongoing health issue which no longer constitutes a public health emergency. The final impacts of the outbreak, and economic consequences, are unknown and still evolving. The Covid19 health crisis adversely affected the U.S. and global economy, resulting in an economic downturn. A similar new pandemic occurrence could impact demand for the Company's services. The future impact of the outbreak remains highly uncertain and cannot be predicted and there is no assurance that the outbreak will not have a material adverse impact on the future results of the Company. The extent of the impact, if any, will depend on future developments, including actions taken to contain the coronavirus or other rapidly transmitted viruses.

Property Developed by Company may be Subject to Changes in Governmental Rules and Regulations

Changes in governmental rules and regulations or enforcement policies affecting the development, use or operation of the Company's property, including changes to building, fire or health and safety codes, may occur which could have adverse consequences to Company and Company property. Changes in government policies could result in a material adverse effect on the Company's operating results and financial condition.

Company could be Negatively Impacted by Cyber Security Threats, Attacks and Other Disruptions.

The Company may face advanced and persistent attacks on our information infrastructure where it manages and stores various proprietary information and sensitive/confidential data relating to our operations. These attacks may include sophisticated malware (viruses, worms, and other malicious software programs) and phishing emails that attack our products or otherwise exploit any security vulnerabilities. These intrusions sometimes may be zero-day malware that are difficult to identify because they are not included in the signature set of commercially available antivirus scanning programs. Experienced computer programmers and hackers may be able to penetrate our network security and misappropriate or compromise our confidential information or that of our customers or other third-parties, create system disruptions, or cause shutdowns. Additionally, sophisticated software and applications that it produces or procures from third-parties may contain defects in design or manufacture, including “bugs” and other problems that could unexpectedly interfere with the operation of the information infrastructure. A disruption, infiltration or failure of our information infrastructure systems or any of our data centers as a result of software or hardware malfunctions, computer viruses, cyber-attacks, employee theft or misuse, power disruptions, natural disasters or accidents could cause breaches of data security, loss of critical data and performance delays, which in turn could materially adversely affect the Company’s business, results of operations and financial condition.

Tax Risks to Investors Due to Company Structure and Designations

There are a number of substantial federal income tax risks relating to the intended business of Company and which affect the advisability or suitability in investing in Units of this Offering. Any prospective purchaser of the Units should review the Operating Agreement in detail with their own tax advisors to understand the effects of the terms defined therein. No rulings have been sought from the Internal Revenue Service (IRS) with respect to any tax-related matters and each potential Investor should consult his, her or the entity’s own tax advisor as to the relevant tax considerations and as to how those considerations may affect any investment and to determine whether an investment in Company is a suitable investment for that person or entity. Set forth below are some of the tax risks relating to an investment in Company and this list is intended to be informative through not all-inclusive regarding tax-related matters. **POTENTIAL INVESTORS ARE NOT TO CONSTRUE ANY OF THE CONTENTS OF THIS OFFERING CIRCULAR AS TAX ADVICE AND ARE URGED TO CONSULT WITH THEIR OWN TAX ADVISORS CONCERNING THE TAX ASPECTS RELATING TO AN INVESTMENT IN COMPANY.**

Significant and fundamental changes in the federal income tax laws have been made in recent years and additional changes are likely in the future. Any such change may affect Company and the Members. Moreover, judicial decisions, regulations, or administrative pronouncements could unfavorably affect the tax consequences of an investment in the Company.

Treasury Regulations under Section 7701 of the Internal Revenue Code of 1986, as amended provide that a domestic business entity, other than a “corporation,” may elect whether to be treated as a partnership or an association (taxable as a corporation) for federal income tax purposes. Treasury Regulation Section 301.7701-2(b) defines “corporations” to include corporations denominated as such under applicable law, associations (that elect to be classified as such), joint stock companies, insurance companies, and other business entities, not including partnerships. Under a default rule in the Treasury Regulations, partnerships formed under a state statute, such as the Company, are treated as partnerships for federal income tax purposes, unless such entities affirmatively elect to be treated as associations taxable as corporations. Company will not elect to be treated as an association nor taxable as a corporation for federal income tax purposes.

The proper federal income tax treatment of all Company items will be determined at the member level. Adjustments, if any, resulting from a Company audit will result in corresponding adjustments of Company items reflected on the Members' own tax returns. In addition, a Member will be designated as the "Tax Matters Member," in the Operating Agreement and, as such, has primary responsibility for member level matters involving the IRS, including the power to extend the statute of limitations for all members as to Company items.

Each Investor/member must include in his, her or the entity's gross income for federal income tax purposes his distributive share of Company's income. Such income is subject to taxation without regard to whether any cash or property is distributed to such member. Taxable income may exceed distributable cash because of differences in timing and possible expenditure of cash for nondeductible items. Taxable income also may exceed distributable cash because of amounts paid by Company to lenders to repay principal on any Company borrowings.

RISKS RELATED TO EMPLOYEE BENEFIT PLANS AND INDIVIDUAL RETIREMENT ACCOUNTS

In Some Cases, if the Investors Fails to Meet the Fiduciary and Other Standards Under the Employee Retirement Income Security Act of 1974, as Amended ("ERISA"), the Code or Common Law as a Result of an Investment in the Company's Units, the Investor Could be Subject to Liability for Losses as Well as Civil Penalties:

There are special considerations that apply to investing in the Company's Units on behalf of pension, profit sharing or 401(k) plans, health or welfare plans, individual retirement accounts or Keogh plans. If the investor is investing the assets of any of the entities identified in the prior sentence in the Company's Units, the Investor should satisfy themselves that:

1. The investment is consistent with the Investor's fiduciary obligations under applicable law, including common law, ERISA and the Code;
2. The investment is made in accordance with the documents and instruments governing the trust, plan or IRA, including a plan's investment policy;
3. The investment satisfies the prudence and diversification requirements of Sections 404(a)(1)(B) and 404(a)(1)(C) of ERISA, if applicable, and other applicable provisions of ERISA and the Code;
4. The investment will not impair the liquidity of the trust, plan or IRA;
5. The investment will not produce "unrelated business taxable income" for the plan or IRA;
6. The Investor will be able to value the assets of the plan annually in accordance with ERISA requirements and applicable provisions of the applicable trust, plan or IRA document; and The investment will not constitute a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

Failure to satisfy the fiduciary standards of conduct and other applicable requirements of ERISA, the Code, or other applicable statutory or common law may result in the imposition of civil penalties and can subject the fiduciary to liability for any resulting losses as well as equitable remedies. In addition, if an investment in the Company's Units constitutes a prohibited transaction under the Code, the "disqualified person" that engaged in the transaction may be subject to the imposition of excise taxes with respect to the amount invested.

DILUTION

One million five hundred thousand (1,500,000) Class C Units of the Company are authorized and unissued prior to this Offering. The Manager of the Company intends to offer Class C Units at the offering price of \$50.00 per Class C Unit once the Offering is qualified by the SEC.

All one thousand (1,000) Class A Units of the Company are authorized and issued to the Manager of the Company, Quantum Space GP Holdings, LLC. Class A Units are not offered to the public in this Offering.

All one thousand (1,000) Class B Units of the Company are authorized and issued to the Quantum Space Founders Club, LLC. Class B Units are not offered to the public in this Offering.

The Company may engage in other financings including future equity raises. In the event the Company sells equity securities subsequent to an Investor's purchase of Class C Units through this Offering or future offerings, the Investor's proportionate ownership of the Company will be diluted.

PLAN OF DISTRIBUTION

The Offering will be made through general solicitation, direct solicitation, and marketing efforts whereby Investors will be directed to invest.quantumspacefund.com (the "Portal") to invest. The Company has engaged Texture Capital, Inc. ("Texture Capital"), an independent FINRA broker-dealer to assist with the Class C Unit sales in exchange for a 1% commission fee on the aggregate Class C Unit sales and an additional 5% commission fee for sales resulting from Texture Capital direct introductions or introductory efforts.

The Offering is conducted on a best-efforts basis. No Commissions or any other remuneration for the Class C Unit sales will be provided to the Company, the Manager, the members, any Officer, or any employee of the Company or the Manager, relying on the safe harbor from broker-dealer registration set forth in Rule 3a4-1 under the Securities Exchange Act of 1934 (the "Exchange Act"), as amended.

The Company will not limit or restrict the sale of the Class C Units during this 12-month Offering. No market exists for the Class C Units and no market is anticipated or intended to exist in the near future, therefore there is no plan to stabilize the market for any of the securities to be offered.

The Company, Manager, Officers, members, and employees of the Company and Manager are primarily engaged in the Company's business of real estate development and management, and none of them are, or have ever been, brokers nor dealers of securities in the United States. The Company, Manager, Officers, members, and employees of the Company and Manager will not be compensated in connection with the sale of securities through this Offering. The Company believes that the members, Manager, Officers, and employees are associated persons of the Company not deemed to be brokers under Exchange Act Rule 3a4-1 because: (1) no member, Manager, Officer, or employee is subject to a statutory disqualification, as that term is defined in section 3(a)(39) of the Exchange Act at the time of their participation; (2) no member, Manager, Officer, or employee will be compensated in connection with his participation by the payment of commissions or by other remuneration based either directly or indirectly on transactions in connection with the sale of securities through this Offering; (3) no member, Manager, Officer, or employee is an associated person of a broker or dealer; (4) the members, Manager, Officers, and employees primarily perform substantial duties for the Company other than the sale or promotion of securities; (5) no member, Manager, Officer, or employee has acted as a broker or dealer within the preceding twelve months of the date of this Offering Circular; (6) no Manager, Officer, or employee will participate in selling this Offering after more than twelve months from the Effective Date of the Offering.

Texture Capital has agreed to act as placement agent to assist in connection with this Offering. Texture Capital is not purchasing or selling any securities offered by this Offering Circular, nor is it required to arrange the purchase or sale of any specific number or dollar amount of securities. However, Texture Capital has agreed to use their best efforts to arrange for the sale of the Class C Units offered through this Offering Circular. In addition to the commissions paid on aggregate sales, the Company may pay Texture Capital five percent (5%) of the Gross Proceeds from the sale of up to \$20,000,000 in Class C Units, resulting from the direct selling efforts of Texture Capital not to exceed \$1,000,000.

The Maximum Compensation for Texture Capital is \$1,750,000 (up to \$750,000 for broker of record sales and up to \$1,000,000 for sales resulting from the direct broker dealer selling efforts).

The Company will also publicly market the Offering using general solicitation through methods that include e-mails to potential Investors, the internet, social media, and any other means of widespread communication.

This Offering Circular will be furnished to prospective investors via download twenty-four (24) hours per day, seven (7) days per week on the Company's website at invest.quantumspacefund.com and via of the EDGAR filing system.

The following table shows the total discounts and commissions payable to Texture Capital in connection with this Offering by the Company:

	Price Per Class C Unit	Total Offering
Public Offering Price	\$50.00	\$75,000,000
Placement Agent Commissions	\$.50 per Unit	\$750,000
Proceeds, Before Expenses	\$75,000,000	\$74,250,000

Other Terms

Texture Capital has also agreed to perform the following services in exchange for the compensation discussed above:

- i. Act as the Broker of Record for SEC Form 1-A, FINRA Rule 5110 filing.
- ii. Assist with use of the Client Platform website where potential and current Investors begin the process of on-boarding/investing by entering their interest, required personal information and review and sign all Offering related documentation.
- iii. Review of the Client Platform and other marketing materials to advise on compliance with applicable securities regulations.

- iv. Coordination with the registered transfer agent, escrow agent, and legal partners of the Company.
- v. Direct Sales of the Offering to prospective investors.
- vi. Performing AML/KYC checks on all Investors.
- vii. Providing other financial advisory services normal and customary for Regulation A and offerings as may be mutually agreed upon by Texture and the Issuer.

The Company agreed to compensate Texture Capital with a one-time consulting fee (the “Consulting Fee”) amounting to \$8,000. The Consulting Fee will cover expenses anticipated to be incurred by the firm such as due diligence expenses, working with the Issuer’s counsel in providing information to the extent necessary, and any other services necessary and required prior to the approval of the Offering. To the extent any such expenses are not actually incurred, the balance of this one-time fee will be reimbursed to the Company, pursuant to FINRA Rule 5110(g)(4)(A).

The Issuer will be responsible for all FINRA filing fees associated with the Offering (“Filing Fees”). The Filing Fees are estimated to be \$11,750, comprising the one-time FINRA standard document fee (\$500), plus 0.015% of the proposed maximum aggregate offering of \$75,000,000 (\$11,250).

SELLING SECURITYHOLDERS

There are no selling securityholders in this Offering.

USE OF PROCEEDS

The Company plans to raise funds to acquire parcels of land and to develop luxury stargazing glamping resorts in premier dark sky locations across the United States.

	Minimum	50%	75%	100%
1. Class C Units	5,000	750,000	1,125,000	1,500,000
2. Gross Proceeds	\$250,000	\$37,500,000	\$56,250,000	\$75,000,000
3. 1. Selling Commissions and Fees	\$2,500	\$375,000	\$562,500	\$750,000
4. Net Proceeds	\$247,500	\$37,125,000	\$55,687,500	\$74,350,000
5. 2. Property Acquisitions – Existing Operations	\$100,000	\$15,000,000	\$22,500,000	\$30,000,000
6. 3. Ground-up Development	\$83,250	\$12,487,500	\$18,731,250	\$25,000,000
7. 4. Property Improvements & Equipment	\$26,750	\$4,012,500	\$6,018,750	\$8,000,000
5. Marketing & Brand	\$6,750	\$1,012,500	\$1,518,750	\$2,000,000
6. Technology Platform	\$10,000	\$1,500,000	\$2,250,000	\$3,000,000
7. Staffing & Operations	\$10,000	\$1,500,000	\$2,250,000	\$3,000,000
8. Insurance & Professional Fees	\$7,500	\$1,125,000	\$1,687,500	\$2,250,000
9. Working Capital & Reserves	\$3,250	\$487,500	\$731,250	\$1,000,000
TOTAL	\$247,500	\$37,125,000	\$55,687,500	\$74,350,000

The Company intends to raise Offering proceeds to engage in the following activities:

1. **Selling Commissions and Fees:** The Company intends on paying selling commissions or fees in the amount equal to one percent (1%) to Texture for all capital raised through this Offering and potentially five percent (5%) for capital raised through the direct sales efforts of Texture for a total potential compensation amount for direct sales not to exceed \$1,750,000

2. **Property Acquisitions – Existing Operations:** includes purchase of land development of existing camping sites, land parcel renovation and common area improvements. The Company plans to conduct due diligence review procedures prior to acquiring developed sites including environmental site assessments, receiving property condition reports and market studies, and engaging legal review. Transaction costs for existing site acquisition include the titles and surveys, appraisals, acquisition fees, escrow and closing costs, transfer of taxes, activation of property insurance policies, rebranding costs and staff retention.
3. **Ground-up Development:** includes purchase of raw land parcels and development of land parcel into operational glamping sites. In order to review, conduct acquisition, and engage development, the Company plans to perform environmental assessments, geotechnical studies, receive surveys and boundary delineations, and receive title, escrow and entitlements. The undeveloped parcels of land will require site design, such as architectural, engineering, observatory site, and landscaping. It will also require permits and impact fees, such as building, utility connection, and environmental. Once a ground up development site is acquired a large portion of anticipate costs are hard core costs for site development, infrastructure design and vertical construction, including the individual glamping units, an observatory building, lodge or reception building, food and beverage facilities, spa and wellness building, and maintenance facilities.
4. **Property Improvements & Equipment:** includes dark sky procedural upgrades, such as lighting conversion, observatory installation, and landscape modifications, insertion of astronomical equipment, wellness and recreational equipment, and furnishings and operations.
5. **Insurance & Professional Fees:** includes costs property and liability insurance policies, due diligence expenses, environmental assessments, property condition reports, fees associated with being a Regulation A reporting company for the next twelve (12) months, and accounting and legal fees.
6. **Marketing & Brand:** includes brand development, loyalty program development, national advertising campaign, digital marketing, partnership developments, public relations, and participation in trade shows and events.
7. **Technology Platform:** includes development of Project management technology systems, including a property management system, a multi-property booking and reservation system, a telescope booking system, network infrastructures and cybersecurity systems.
8. **Staffing & Operations:** includes compensation for team members such as executives, property management, astronomy staff, operations staff, and food and beverage staff, and costs associated with recruiting and training onboarding staff members, providing assistance to staff housing, and insurance.

9. **Working Capital:** The Manager will be reimbursed for actual operating expenses related to the operations of the Company. These expenses will be used to generate inventory for the Projects, such as food and beverage items, retail and supplies for the glamping sites. Marketing reserves will be held to launch marketing campaigns for activation of each individual Project and contingent reserves will be held to process debt payments if financing is obtained.

The Company hereby reserves the right to change the anticipated or intended Use of Proceeds of this Offering as described in this Section and as described elsewhere within this Offering Circular.

DESCRIPTION OF THE BUSINESS

Summary

Quantum Space Fund, LLC (“Quantum Space Fund,” “Quantum,” the “Company,” the “Fund,” the “Issuer,” “we,” “us,” or “our”) is a Nevada limited liability company formed in August 2025 to develop and operate a premier portfolio of luxury glamping resorts that uniquely combine outdoor hospitality with world-class astronomy experiences. The Fund represents the first institutional-scale investment vehicle dedicated to the convergence of the \$6 billion annual astrotourism market and the \$3.2 billion domestic luxury camping sector.

The Fund plans to raise \$75 million through a Regulation A offering to acquire, develop, and operate ten strategically located properties across the United States. Each Project will feature luxury glamping accommodations integrated with professional-grade stargazing facilities, creating a unique hospitality concept that commands premium nightly rates while serving the rapidly growing astrotourism and luxury outdoor hospitality markets.

Led by Calvanta LLC and founder Lucas Entler, alongside construction legend Mark Caspers and investor relations specialist Shannon Ritch, the Fund plans to acquire and develop 10 luxury stargazing resorts in premier dark sky locations across the United States (in the aggregate, the “Projects” and each resort of such Projects, individually a “Project”).

Mission

The Company’s focus is to create the premier portfolio of luxury stargazing glamping resorts in North America, capitalizing on the convergence of astrotourism growth, outdoor hospitality trends, and the increasing scarcity of dark sky locations. Through strategic acquisitions and purpose-built developments, Quantum will establish the definitive brand in experiential astronomy hospitality.

STARGAZING PROJECTS

The Company will engage primarily in the business of acquiring real properties throughout the United States primarily in the form of existing camp resort plots or substantially undeveloped land and develop luxury stargazing glamping resorts.

The Projects are the Company’s plan to develop 10 proposed glamping resorts, situated near national or state parks, ideally, and individually, receiving over one million annual visitors, and focus on dark sky certification and sustainable tourism practices. The Company will purchase the land and manage the zoning, entitlement, design, construction and operation of the planned facilities.

Geographic Target

The Company's selection of parcels for projected Project sites involves focusing on land acquisition efforts in specific areas with characteristics that align with its intended use, including:

- Proximity to National/State Parks: Within 30 minutes driving distance
- Park Visitor Volume: Minimum 1 million annual visitors
- Dark Sky Quality: Bortle Scale Class 3 or better
- Dark Sky Certification: Current certification or clear path to achieve
- Year-Round Access: Properties accessible in all seasons

Geographic Market Overview: Arizona Travel and Tourism Market

Arizona is our initial target market for very clear reasons. The state boasts a rich tapestry of natural wonders and opportunities to develop warm hospitality, including nineteen certified dark sky locations, proximity to the Grand Canyon, a national park boasting nearly six million visitors a year, major metropolitan areas, such as Phoenix, and an estimation of over 285 annual clear sky nights. The travel and tourism industry plays a significant role in Arizona's economy, contributing to population growth and infrastructure development.

Portfolio Development Strategy.

Property Portfolio Overview

The Fund will develop a geographically diversified portfolio of **10 premier astrotourism resorts** consisting of:

- **5 Ground-Up Developments:** Purpose-built luxury glamping resorts with integrated astronomy facilities; and
- **5 Strategic Acquisitions:** Existing glamping or outdoor hospitality properties to be enhanced with dark sky amenities.

Strategic Location Criteria

All properties will be located in or near:

- National Parks and State Parks with high tourism traffic;
- International Dark Sky Association certified or eligible areas;
- Major tourism corridors with established visitor patterns;
- Destinations with minimal light pollution and exceptional night sky viewing; and
- Markets with year-round or extended seasonal appeal.
- Bortle Scale Class 3 sky quality or better - target properties must meet or exceed this requirement

To meet dark sky certifications requirements from organizations like Dark Sky International, the Company must adhere to strict outdoor lighting standards that reduce light pollutions, including the use of fully shielded and downward-pointing fixtures, low color temperature lighting, and controls like timers, and motion sensors for pathways. The Company has a commitment to public education programs about dark sky preservation plans to submit annual reports to adhere to sky quality measurements and lighting inventory updates to maintain certification.

TARGETED PROPERTY LOCATIONS

Target Markets Under Evaluation

- **Sedona, Arizona:** Strategic location serving 3+ million annual Sedona visitors; 45-minute drive from Flagstaff, 2 hours from Phoenix
- **Flagstaff, Arizona:** Gateway to Grand Canyon National Park (80 miles), established dark sky ordinances and community support
- **Golden Valley, Arizona:** Captures portion of 6+ million annual Grand Canyon visitors

Priority Locations Being Evaluated:

- **Wickenburg, Arizona:** Historic western town, dark skies, Phoenix proximity
- **Yellowstone Region, Wyoming/Montana:** 4+ million annual visitors, pristine skies
- **Yosemite Gateway, California:** World-renowned park with 5+ million visitors
- **Sonoma/Napa Valley, California:** Wine country tourism, luxury travel market
- **Shenandoah Valley, Virginia:** East Coast dark sky access, DC/Baltimore markets
- **Big Bend Region, Texas:** International Dark Sky Park, emerging tourism
- **Moab, Utah:** Adventure tourism hub, exceptional night skies
- **Joshua Tree, California:** Desert stargazing, Los Angeles market access

IMPLEMENTATION TIMELINE

Q4 2025: Launch Phase

- Digital platform launch
- Initial PR campaign

Q1 2026: Acceleration Phase

- Property 1 construction starts
- Influencer partnership activation
- Major media placements

Q2 2026: Scaling Phase

- \$50M capital raise target
- Property 2 acquisition
- Institutional investor outreach
- First property pre-bookings

Q3 2026: Momentum Phase

- Property 1 soft opening
- Investor appreciation events
- 2027 expansion planning

BARRIERS AT ENTRY

Quantum Fund faces moderate entry barriers primarily centered on specialized operational expertise rather than capital constraints:

Site Selection Expertise: Properties must meet stringent dark sky requirements (Bortle Scale Class 3 or better) while maintaining proximity to population centers and tourist corridors. This dual requirement significantly limits available sites.

Regulatory Complexity: Development requires 6-12 month approval processes spanning environmental assessments, zoning variances, and dark sky certification compliance.

Specialized Knowledge Requirements: According to Dark Sky International, a company developing a dark sky glamping site must possess specialized knowledge in environmental conservation, particularly regarding light pollution reduction, and also understand guest education and outreach regarding night sky preservation. The Company plans for the following:

- *Astronomy Programming:* Expert-level knowledge in telescope operation, celestial navigation, astrophotography techniques, and educational program development;
- *Technical Systems:* Integration of specialized equipment including research-grade telescopes, tracking mounts, imaging systems, and planetarium software;
- *Guest Experience Design:* Unique expertise combining luxury hospitality with scientific education and outdoor adventure programming; and
- *Dark Sky Preservation:* Ongoing management of light pollution, community relations, and certification maintenance.

These barriers create a defensible market position as competitors may not easily replicate the combination of prime dark sky real estate holdings, institutional-quality astronomy programs, established vendor relationships with specialized equipment suppliers, and trained staff with dual expertise in hospitality and astronomy.

COMPREHENSIVE RESORT AMENITIES

The Company's development of projected Project sites involves focusing development of unique and innovative glamping site amenities that align with its intended use, including

Core Astronomy Experiences

The unique astrotourism intention of Projects focuses on:

- **Professional Observatory Facilities:** Each property will feature climate-controlled observatory domes with research-grade telescopes;
- **Astrophotography Stations:** Dedicated platforms with tracking mounts for serious photographers;
- **Planetarium/Education Centers:** Indoor facilities for daytime programs and weather contingencies;
- **Guided Stargazing Programs:** Nightly tours led by trained astronomy educators;
- **Private Telescope Rentals:** High-quality equipment available for individual use; and
- **Dark Sky Certification:** All properties will be pursuing International Dark Sky Park designation.

Luxury Glamping Accommodations

The planned development layout of Projects include:

- **Premium Glamping Structures:** Estimated 400-1,500 sq ft units with solid flooring, climate control, and luxury finishes;
- **Quantum Signature Structures:** Curated selection and positioning of glamping units exclusive to Quantum Space Fund properties, featuring innovative architectural elements optimized for stargazing with retractable roofs and panoramic glass walls;
- **Luxury Treehouses:** Elevated structures ranging from 400-1,000 sq ft with spiral staircases and wraparound decks for 360-degree sky views;

- **Restored Airstreams:** Vintage aluminum trailers (250-350 sq ft) completely renovated with modern luxury amenities and custom skylights;
- **Geodesic Domes:** 600-800 sq ft transparent ceiling panels for unobstructed night sky viewing from bed; and
- **Observatory Suites:** 1,200-1,500 sq ft premium accommodations with private telescope access and dedicated astronomy decks.

Wellness & Relaxation Amenities

A majority of Projects plan to feature:

- **Private Hot Tubs:** Japanese-style soaking tubs positioned for stargazing;
- **Cold Plunge Pools:** Scandinavian-inspired contrast therapy facilities;
- **Spa Services:** Massage therapy, meditation gardens, sound baths;
- **Yoga Platforms:** Outdoor spaces for sunrise/sunset sessions;
- **Infinity Pools:** Select properties with heated pools and dark sky views; and
- **Saunas & Steam Rooms:** Nordic-style wellness facilities.

Culinary & Social Experiences

Food and beverage services of Projects plan to include:

- **Farm-to-Table Restaurants:** Locally sourced dining with seasonal menus;
- **Craft Cocktail Bars:** Astronomy-themed beverages and small plates;
- **Outdoor BBQ Pavilions:** Private grilling stations at each accommodation;
- **S'mores Fire Pits:** Communal gathering spaces with traditional camping treats;
- **Wine & Stargazing Events:** Curated tastings paired with celestial observations; and
- **Coffee Roasteries:** Artisan coffee bars for early risers and night owls.

Recreation & Adventure Activities

In addition to stargazing features, the planned activity amenities of Projects include:

- **Mountain Biking Trails:** Maintained single-track and flow trails;
- **Hiking Networks:** Guided and self-guided trails to scenic viewpoints;
- **Pickleball Courts:** Lighted courts for America's fastest-growing sport;
- **Disc Golf Courses:** 9-18 hole courses integrated into landscape;
- **Kayaking/Paddleboarding:** Available on Projects with available water features;
- **Rock Climbing Walls:** Natural or constructed climbing facilities;
- **Archery Ranges:** Traditional and 3D target courses;
- **Horseback Riding:** Partnerships with local stables for trail rides;
- **Electric Bike Rentals:** E-bike fleets for exploring surrounding areas;
- **Fishing Programs:** Fly fishing instruction and guided excursions;
- **Nature Photography Workshops:** Led by professional photographers; and
- **Geocaching Adventures:** GPS-based treasure hunting activities.

Family & Educational Programming

A variety of clients are expected and numerous programming plans are considered for development, including:

- **Junior Astronomer Programs:** STEM education for children;
- **Night Sky Photography Classes:** Technical instruction for all levels;
- **Constellation Storytelling:** Cultural astronomy and mythology;

- **Solar Observation:** Safe daytime telescope viewing of the sun;
- **Meteor Shower Parties:** Special events during celestial phenomena;
- **School Field Trips:** Educational packages for student groups; and
- **Scout Programs:** Astronomy badge achievement workshops.

Technology & Guest Services

Technology services include:

- **Mobile App Integration:** Booking, wayfinding, and activity scheduling;
- **Digital Concierge:** AI-powered guest service platform;
- **Augmented Reality Sky Maps:** Interactive constellation identification;
- **High-Speed WiFi:** Starlink or fiber connectivity throughout;
- **Electric Vehicle Charging:** Tesla and universal charging stations; and
- **Drone Photography Services:** Professional aerial photography/videography.

DAY-TO-DAY OPERATIONS OVERVIEW

The operations of our glamping sites, comprising amenities detailed above, are designed to deliver exceptional experiences to our patrons while ensuring smooth and efficient functioning on a daily basis. Our approach to operations is centered around providing high-quality service, hospitality, comprehensive satisfaction to enhance customer experiences, and creating a welcoming atmosphere for guests to enjoy.

Daily Operations

Morning: On a typical day, our glamping sites plan to operate with a structured approach to ensure seamless service across all areas. The day will ultimately begin with a complete walk through and inspection of all guest areas and accommodations, over check of HVAC, lighting, telescope equipment, and technology systems, organization of guest communications, and a morning staff briefing to provide updates on daily priorities, guest preferences and any operational updates.

Afternoon: Throughout the day, our staff team plan is to work diligently to set up accommodations and personalized welcome amenities, coordinate astronomy programming and outdoor experience management, gather listings to act as concierge to provide guests with local recommendations such as restaurants or exploration activities, and conduct random accommodation inspections and service standards verifications.

Evening: As the day progresses into the evening, the ambiance of our site transitions to accommodate the night sky focus, including outdoor atmospheric amenities such as campfire preparation, evening refreshments and comfort services. Meanwhile, the lighting management team would prepare for implementation of dark sky compliant lighting protocols and engages telescope set up and guided stargazing experiences.

Throughout the day, our dedicated operations team oversees all aspects of the establishment, ensuring compliance with safety regulations, security protocols, hospitality coordination, activity planning and astronomy logistics, and addressing any customer inquiries or concerns promptly and professionally.

DUE DILIGENCE

The Company plans to engage a comprehensive due diligence checklist to serve as a standardized framework for evaluating all potential property acquisitions and development opportunities for Quantum Space Fund. Each item must be completed and documented, at an estimated 45-60 day timeline, before approval. The checklist covers critical areas including legal structure, financial analysis, environmental assessment, operational feasibility, and dark sky certification potential.

Title and Ownership Verification involves confirming the legal ownership of a property and ensuring a clear title before acquisition occurs, including:

- *Current owner's deed and chain of title review (minimum 40 years)*
- *Title insurance commitment obtained from qualified underwriter*
- *Boundary survey by licensed surveyor (less than 12 months old)*
- *Easement and right-of-way analysis with legal counsel review*
- *Outstanding liens, encumbrances, and judgment search*
- *Mineral rights and subsurface rights verification*
- *Water rights documentation and transferability analysis*

Zoning and Land Use Compliance encompasses the rules and regulations that govern how the land can be used and developed with a specific area, including:

- *Current zoning classification and permitted use verification*
- *Special use permits and conditional use permits status*
- *Building height, density, and setback requirement compliance*
- *Future zoning or land use plan changes affecting property*
- *Historic district or landmark designation review*
- *Short-term rental and hospitality licensing requirements*

Environmental Assessments focus on evaluating the potential impacts of proposed Project on the surrounding environment, including:

- *Phase I Environmental Site Assessment (ESA) by qualified consultant*
- *Phase II ESA if recommended by Phase I findings*
- *Wetlands delineation and Army Corps of Engineers consultation*
- *Endangered species habitat assessment and consultation*
- *Flood zone determination and flood insurance requirements*
- *Soil composition and percolation testing for septic systems*
- *Air quality analysis and noise level assessment*

Dark Sky Certification Analysis requires collaboration between application participants and certifiers, with a focus on preserving and protecting the quality of the night sky, including:

- *Baseline sky quality measurement using Sky Quality Meter (SQM)*
- *Light pollution assessment and nearby source identification*
- *International Dark Sky Association (IDA) pre-certification consultation*
- *Local lighting ordinance review and compliance requirements*
- *Future development impact on sky quality analysis*
- *Observatory and telescope installation feasibility assessment*

Utility Access and Capacity analysis is a crucial process involving the evaluation of existing utility services and their ability to support the development of the proposed Project sites, including:

- *Electric utility service availability and capacity verification*
- *Water supply source, quality testing, and flow rate analysis*
- *Wastewater treatment options (septic vs. municipal systems)*
- *Natural gas availability and connection feasibility*
- *Telecommunications and high-speed internet service verification*
- *Renewable energy potential (solar, wind) assessment*

Access and Transportation analysis is to understand how people, and significantly important items, can reach desired destinations, focusing on items such as:

- *Road access rights and maintenance responsibility verification*
- *Emergency vehicle access and fire department approval*
- *Year-round accessibility and weather impact analysis*
- *Distance and drive time to nearest airports and major highways*
- *Public transportation availability and guest transfer options*

Property Valuation and Financial Review are the procedures to determine a property's market value and the property's financial performance and investment potential, including:

- *Independent third-party appraisal by MAI certified appraiser*
- *Comparative market analysis of similar hospitality properties*
- *Historical property tax assessments and projected increases*
- *Insurance cost estimates for property and liability coverage*
- *Development cost estimates from qualified contractors*
- *Operating expense projections based on comparable properties*

Market and Tourism Analysis serves the purpose of understanding the travel and tourism landscape to make informed decisions, analyzing data on customer behavior and trends within the industry to mitigate risks and improve potentials or performance, including:

- *Tourism volume and trends for nearest National/State Parks*
- *Competitive analysis of existing lodging within 50-mile radius*
- *Seasonal tourism patterns and revenue optimization potential*
- *Astrotourism market size and growth projections for region*
- *Economic impact of nearby attractions and events*
- *Future tourism development plans for surrounding area*

Development and Construction Feasibility analysis is to assess the viability of a proposed Project before significant resources are committed and help determine if a proposed Project site is realistically achievable, taking into account various factors such as:

- *Site plan and preliminary design by licensed architect*
- *Building permit and approval timeline assessment*
- *Construction timeline and critical path analysis*
- *Local contractor availability and capability assessment*
- *Material and labor cost escalation risk analysis*
- *Weather and seasonal construction impact evaluation*

Operational Requirements reviews the specific conditions and satisfaction of specific needs, ensuring a potential Project site translates in to concrete and actionable potentials, including:

- *Staffing requirements and local labor market analysis*
- *Management and maintenance service provider availability*
- *Guest capacity and accommodation unit optimization*

- Food service and catering operation feasibility
- *Activity programming and astronomy equipment requirements*
- Technology infrastructure for guest services and operations

Italicized items are critical and high priority and must be completed and reviewed prior to recommendation for acquisition. The additional items should be addressed when feasible or potentially material.

COMPETITION

The luxury stargazing resort segment remains highly fragmented with no dominant institutional player. Most competitors are single-property operators lacking the scale, technology, and capital to create a premium brand experience. Very few focus directly on astronomy programs and many offer luxury modern glamping amenities but provide limited stargazing.

Quantum Space Fund Competitive Advantages

- **First Mover:** The Company actively plans to be the first institutional-scale operator combining luxury glamping with professional astronomy.
- **Premium Positioning:** The Company seeks AAA sites in high-traffic tourism corridors with dark sky access.
- **Diversified Revenue:** Quantum's Projects provide an extensive list of revenue inducing items including accommodations, food and beverage, astronomy programs, retail, events, and a loyalty program.
- **Barriers to Entry:** The Company is primarily focused on developing the Projects in locations with understanding of high barriers needed to cross prior to development, including a limited amount of dark sky locations and requirements of specialized expertise.
- **Scalable Platform:** The Company plans to develop centralized technology and management systems across its portfolio, including astronomy apps and booking systems.

The Quantum Space Fund's management team combines unique domain expertise in technology-enabled hospitality, world-class construction capabilities, and proven investor relations. This complementary skill set, backed by institutional service providers, positions the fund to execute its vision of creating the premier luxury stargazing resort portfolio while delivering superior returns to investors.

TARGET AUDIENCE

Millennials & Gen Z: These generations prioritize experience like travel and personal growth over material possessions and are representing a larger portion of the glamping market.

Affluent Families: They seek premium craftsmanship and seamless, efficient service that respects their time and privacy. Such families are often willing to pay premium for unique experiences, such as glamping.

COMPELLING MARKET

The stargazing glamping market combines the rising popularity of glamping with a growing interest in astrotourism and night sky observation. Travelers are prioritizing unique experiences over traditional adventures and many participants are increasing the demand for eco-friendly practices.

Glamping Market Explosion¹

- The global glamping market size was estimated at USD 3.45 billion in 2024 and is projected to reach USD 6.18 billion by 2030, growing at a CAGR of 10.3% from 2025 to 2030. This growth is primarily driven by the increasing demand for luxury outdoor experiences that combine the appeal of nature with modern comforts, particularly among millennials and eco-conscious travelers. The U.S. glamping market is expected to grow at a CAGR of 12.8% from 2025 to 2030.
- Direct bookings account for 55% of glamping reservations

Dark Sky Tourism Surge²

- 62% of travelers planning stargazing trips - #1 travel trend for 2025 per Booking.com
- Northern lights tourism alone valued at \$834.5 million in 2023
- Dark Sky certified locations see 30-40% increase in tourist footfall
- Chile's Atacama Desert saw 327% year-on-year growth through dark sky tourism

National Parks Boom: National Park visits reached a record 331.9 million in 2024. 55% of parks experienced above-average traffic in shoulder seasons (February-June and October-December). Parks generated \$55.6 billion in economic activity in 2023 (2024 full-year data pending; this is the latest NPS report, showing a ~\$10B YoY increase—projected to exceed \$60B for 2024 based on visitation trends). The average visitor spent approximately \$81 per visit in 2023 (total \$26.4B spending across 325M visits; \$630 may reflect per-household or multi-day trip averages—suggest clarifying as "per trip" if applicable, or updating to NPS's \$81 direct spend figure).³

Strategic Market Position

The Fund targets the intersection of luxury hospitality and astronomical tourism, a niche market with significant barriers to entry including specialized knowledge, dark sky locations, and substantial capital requirements. Our first mover advantage positions us to secure the most desirable locations near National Parks with over one million annual visitors.

MARKETING STRATEGIES

The Company plans to employ a comprehensive and strategic marketing plan to effectively reach our target market. Our dynamic approach to position as the premier investment opportunity may include:

Brand Positioning: The Company intends to build itself as a definitive brand in luxury astrotourism.

Digital & Social Media Marketing Platforms: The Company intends for digital platform and daily posts, outreach or recording on social activations, including Instagram, LinkedIn, TikTok and YouTube. The focus is using target search words such as “glamping investment,” REIT alternative,” or “astrotourism.”

¹ Source: <https://www.grandviewresearch.com/industry-analysis/glamping-market>

² Sources: <https://www.visitdarkskies.com/blog/2025/2/19/why-do-62-of-travelers-say-they-plan-to-travel-for-stargazing-making-it-trend-no-1-in-the-2025-booking-com-travel-predictions>
<https://www.grandviewresearch.com/industry-analysis/northern-lights-tourism-market-report>
<https://www.equentis.com/blog/astrotourism-a-multi-billion-dollar-opportunity-in-the-night-sky/>
<https://www.quasarex.com/blog/stargazing-in-chile-atacama-desert>

³ Sources: <https://www.nps.gov/subjects/socialscience/visitor-use-statistics-dashboard.htm>
<https://www.nationalparkstraveler.org/2025/03/national-park-service-quiet-about-record-2024-visitation>
<https://www.nps.gov/subjects/socialscience/vse.htm>

Traditional Marketing: The Company plans print ads in *Astronomy Magazine* and *National Geographic*, NPR sponsorships in target markets and presence at an estimated twelve (12) trade shows/conferences annually.

Strategic Partnerships: The Company intends to develop direct relationships with Dark Sky International, national park associations, astronomy clubs and observatories, outdoor recreation retailers (i.e. REI, Patagonia), and travel agencies specializing in eco-tourism.

VENDORS

- **Architect:** The Company plans to involve professionals with vision planning and architectural design services to include initial feasibility and pre-design exercises incorporating a luxury hospitality resort that integrates immersive and experiential architecture with incredible night sky. The Company has currently engaged firm Olson Kundig.

INSURANCE

The Company currently has asset manager's liability coverage, providing \$1M in Directors & Officers (D&O) coverage, along with related protections.

General Liability Insurance

General liability is a fundamental part of any lodging insurance premiums. The Company's plans for a policy to protect it against lawsuits from third parties, such as guests and visitors, who suffer a bodily injury or property damage on our premises.

Property and Commercial Insurance

Lodging businesses have significant assets that need construction and property insurance to protect from events like fires, theft, and natural disasters. The Company's plans to secure each Project individually upon acquisition and prior to breaking ground.

CASH FLOW

The attainment of net profits by the Company will be primarily dependent upon the Company (i) identifying and locating real property available for purchase which is suitable for the development of stargazing glamping sites; (ii) acquiring the real property via purchase; (iii) receiving all licenses, certifications and approvals required for the development of a stargazing site on the acquired real property; and (iv) successfully developing glamping resort sites.

In addition, to the property acquisition and development uses detailed above, the Company will be:

- (i) developing accommodation booking services, including:
 - Technology Platform: Implement comprehensive property management system integrated with major online travel agencies
 - Direct Booking Engine: Custom-built website with real-time availability, dynamic pricing, and package creation capabilities
 - Distribution Strategy: 60% direct bookings, 30% OTA channels, 10% travel advisors/concierge services
 - Revenue Management: Implement dynamic pricing software targeting \$500-750 ADR with 75% annual occupancy

- (ii) engaging in and providing astronomy experiences, such as:
 - Equipment: Research-grade telescopes with astrophotography capabilities, observatory-quality binoculars, and imaging systems
 - Programming: Nightly stargazing sessions, monthly celestial events calendar, visiting astronomer lecture series
 - Technology Integration: Mobile app with AR constellation identification, real-time satellite tracking, personalized observation logs
 - Staffing: Certified astronomy educators and International Dark-Sky Association trained guides
- (iii) developing on-site dining and catering options, including:
 - Culinary Program: Farm-to-table restaurant with 50-75 seats, sourcing from local farms within 50-mile radius
 - Service Models: All-day dining, in-unit delivery, observatory deck cocktails, evening snack programs
 - Supply Chain: Large-scale food distributor for dry goods, local farm cooperatives for produce and proteins
 - Specialty Offerings: Constellation-themed tasting menus, wine pairings, astronomy-inspired desserts
- (iv) creating retail and merchandise items, including:
 - Product Lines
 - o Astronomy equipment including telescopes, binoculars, and educational materials
 - o Branded resort merchandise and apparel
 - o Local artisan goods and geological specimens
 - Production: Custom merchandise vendors for soft goods, local artisans for specialty items
 - Distribution: On-site boutique, e-commerce platform, third-party fulfillment for online orders
- (v) accommodating corporate retreats and special occasions, details and availabilities including:
 - Facilities: 2,500 sq ft event pavilion with retractable roof, executive boardroom with presentation technology
 - Packages: Team-building astronomy challenges, executive retreats, STEM education programs, destination weddings
 - Target Markets: Fortune 500 companies, technology firms, astronomy clubs, special occasion celebrations
 - Capacity: Events ranging from 10-150 guests with full-service catering and AV support

- (vi) forming membership programs, focused on:
 - Structure: Multi-tier membership program with annual fees
 - Benefits: Priority booking windows, member discount rates, exclusive celestial event access, telescope time reservations
 - Technology: CRM system for member management and engagement tracking
 - Community Building: Mobile app with social features, annual member events, citizen science participation opportunities

Accordingly, there is no assurance that any or all of these investment objectives will be attained (see “Risk Factors”).

STARGAZER MEMBERSHIP PROGRAM

The Company plans for a tiered loyalty membership program based on consumer spending through or engagement to glamping resort sites, providing rewards, discounts and special incentives to customers in exchange for their repeat business.

- Tier Structure: Explorer (\$0-\$999 annual spend), Navigator (\$1000-\$4,999 annual spend), Astronomer (\$5,000-\$14,999 annual spend), Cosmos Club (\$15,000+ annual spend)
- Membership Program participants receive points for dollars spent on accommodations, dining, retail and activities. Points are redeemable for free nights, upgrades and numerous experiences.
- Membership Program participants may receive graduated levels of benefits including priority booking, rate discounts, and exclusive experiences

The Stargazer Membership Program is designed to increase repeat visitation and a higher annual spend per visitor. A customer’s earned benefits will be valid across all active Quantum properties. The Company plans to launch the Stargazer Membership Program when the first Project opens, providing central management from the corporate office.

EXIT STRATEGY

The primary exit strategy focuses on positioning Quantum for acquisition. Alternative exit strategies have also been considered to ensure flexibility and maximize shareholder value:

1. **Initial Public Offering (IPO):** As Quantum grows and establishes a strong market presence, it may consider entering the public markets. This would provide liquidity and access to capital markets for future growth.
2. **Strategic Partnership or Joint Venture:** Forming a strategic alliance with a complementary business could create synergies and potentially lead to a full merger or acquisition in the future.
3. **Private Equity Sale:** Selling to a hospitality REIT or private equity firm could provide an infusion of capital and expertise to drive further growth and expansion.

FUTURE PLANS - ADDITIONAL PLANNED COMMUNITIES

Quantum will continue to monitor demographic trends, technological advancements, and shifts in consumer preferences. We plan to invest in market research, collaborate with industry experts, and maintain open lines of communication with our residents to gather feedback and insights. This proactive approach may allow us to anticipate and respond to changing market dynamics.

SEPARATE REGULATION D OFFERING

Simultaneously, Quantum Space will conduct a concurrent offering pursuant to Rule 506(c) of Regulation D, exclusively available to accredited individual investors and qualified institutions. This offering is being conducted pursuant to Regulation A, Tier 2. Certain investors, including those who meet the definition of accredited investor under Rule 501(a) of Regulation D, may also be offered securities under Rule 506(b) or 506(c) of Regulation D. The Company will maintain separate investor pools for each offering and will ensure compliance with the applicable rules for each offering to avoid integration.

No Bankruptcy or Receivership Proceedings

The Company has not been part of any bankruptcy, receivership, or similar proceedings.

No Legal Proceedings Material to Fund

The Company is not part of any legal proceedings, including proceedings that are material to the business or the financial condition of the Fund.

AFFILIATES

The following entities are affiliated with the Company, and are owned and managed by the Officers of the Company ("Affiliates"):

1. **Calvanta, LLC.** Calvanta, LLC is the parent company and principal owner of all Affiliates and is 100% owned and operated by Lucas Entler, principal and CEO of Quantum Space Fund, LLC.
2. **Quantum Space GP Holdings, LLC.** Quantum Space GP Holdings, LLC is the founder and Manager of the Company, and is owned 100% by Calvanta, LLC.
3. **Quantum Space Holdings Manager, LLC.** Quantum Space Holdings Manager, LLC is the manager of the Quantum Space GP Holdings, LLC, the Manager of Quantum Space Fund, and is 100% owned by and managed by Calvanta, LLC.
4. **Quantum Space Founders Club, LLC.** Quantum Space Founders Club, LLC is the Sponsor and founder of Quantum Space Fund, LLC, and is 100% owned by and managed by Calvanta, LLC.

CONFLICTS OF INTEREST

The following transactions may result in a conflict between the interests of an Investor and those of the Manager or its Affiliates:

1. The terms of the Company's Operating Agreement (including the Manager's rights and obligations and the compensation payable to the Manager and its Affiliates) were not negotiated at arm's length;
2. The Members may only remove the Manager for "good cause" following the two-thirds (2/3) vote of all Class B, Class C and Class D Members. Unsatisfactory financial performance does not constitute "good cause" under the Operating Agreement, attached hereto as Exhibit 3;
3. Quantum Space GP Holdings, LLC, as Manager of Company, will receive compensation for its services pursuant to the "Manager Fee Schedule" (below) and may be paid a greater amount than the fee listed. The potential conflict is mitigated by limiting any such greater amounts to what is reasonable and not in excess of the customary management fees which would be paid to an independent third party in connection with the development and management of such real estate.

Pursuant to the Operating Agreement, the resolution of any conflict of interest by the Manager shall be conclusively deemed to be fair and reasonable to the Company and the Members and not a breach of any duty at law, in equity or otherwise.

FIDUCIARY RESPONSIBILITY OF THE MANAGER

A manager of a Nevada limited liability company may be accountable to the Company as a fiduciary and consequently must exercise good faith and integrity in handling the Company's affairs. This is a rapidly developing and changing area of the law and Investors who have questions concerning the duties of the Manager relative to the Company and its Members should consult with their legal counsel.

Exculpation. The Manager may not be liable to the Company or its Members for errors in judgment or other acts or omissions not amounting to fraud, willful misconduct or gross negligence, since provision has been made in the Company's Operating Agreement for exculpation of the Manager. Therefore, Investors have a more limited right of action than they would absent the limitation in the Operating Agreement. Further, disputes regarding the operation of the Company shall be subject to binding arbitration as set forth in the Operating Agreement.

Indemnification. The Operating Agreement provides for indemnification of the Manager by the Company for liabilities it incurs in dealings with third parties on behalf of the Company. To the extent that the indemnification provisions purport to include indemnification for liabilities arising under the Securities Act of 1933, in the opinion of the Securities Exchange Commission, such indemnification is contrary to the public policy and therefore unenforceable.

Pursuant to the Operating Agreement, the Manager shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of or factors affecting the Company or any Members, and shall not be subject to any other or different standards imposed by this Agreement, any other agreement contemplated hereby, under Nevada law or under any other applicable law or in equity. The Manager shall not have any duty (including any fiduciary duty) other than the duties of good faith and fair dealing Members to the Company, or any other Person, including any fiduciary duty associated with self-dealing or corporate opportunities, all of which are expressly waived.

DESCRIPTION OF PROPERTY

The Company does not currently own any business personal property or real property of any material significance. The Company does not currently lease any property. The Company intends to begin building its real property asset portfolio using the Proceeds of this Offering as soon as the funds are released from escrow. The Company will seek to develop high quality stargazing glamping projects with the intention of providing participating investors with a real estate, outdoor hospitality, and astrotourism focused investment opportunity that combines income, principal investment growth, and elements of capital preservation.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Plan of Operations

The Company's first 12 months plan of operations will entail acquiring real properties primarily in the form of previous camping site developed land parcels or substantially undeveloped land plots, and developing stargazing glamping sites on the acquired real property, starting as soon as the Minimum Investment Amount is reached. As the parcels are acquired and development process begins, the Company plans to use its best efforts to launch operations of the first individual Project, including major media placements and pre-bookings of the first Project.

The amounts that we actually spend for any specific purpose may vary significantly, and will depend on a number of factors including, but not limited to, the pace of progress of our commercialization and development efforts, actual needs with respect to property selection due diligence efforts, Project development, market conditions, and changes in or revisions to our marketing strategies, as well as any legal or regulatory changes which may ensue. In addition, we may use a portion of any net proceeds to acquire complementary products, technologies or additional properties. We will have significant discretion in the use of any net proceeds. Investors will be relying on the judgment of our Manager regarding the application of the proceeds.

MANAGER AND SIGNIFICANT EMPLOYEES OF THE COMPANY

Manager Entity: Quantum Space GP Holdings, LLC

Name	Position	Age	Term of Office	Approximate Hours per week
Lucas Entler	Principal	21	August 2025 - present	Full-time (40 hrs/wk)

Fund: Quantum Space Fund, LLC

Name	Position	Age	Term of Office	Approximate Hours per week
Lucas Entler	Founder, CEO	21	August 2025 -present	Full-time (40 hrs/wk)
Mark Caspers	Head of Construction & Development	62	August 2025 - present	Full-time (40 hrs/wk)
Shannon Ritch	Head of Investor Relations	55	August 2025 - present	Full-time (40 hrs/wk)

Business Experience

Lucas Entler, Found and Principal of the Manager: Lucas Entler is Founder and Managing Principal of Quantum Space Fund, LLC. He is an active real estate investor and hospitality operator, owning and managing multiple short-term rental properties in Scottsdale, Arizona. Through Calvanta LLC, his technology company, Lucas developed and deployed property management systems that power his portfolio, including dynamic pricing, multi-channel distribution management, and automated guest experience delivery.

Lucas is a member of the Urban Land Institute (ULI) and the Fountain Hills Dark Sky Association, reflecting his commitment to responsible real estate development and dark sky preservation—directly aligned with Quantum Space Fund's astrotourism mission.

Lucas's ability to identify emerging market opportunities and execute on strategic vision is demonstrated by the world-class leadership team he has assembled for Quantum Space Fund. After an extensive recruitment process, he brought on Mark Caspers as Head of Construction & Development—a construction executive whose career encompasses over \$40 billion in projects directly built, with exponentially more under his oversight. Mark served as CEO of multiple construction companies wholly owned by Perini Corporation and as a board member of a publicly traded construction company. His Las Vegas portfolio includes Paris Las Vegas, Luxor Hotel and Casino, Encore at Wynn Las Vegas, and CityCenter—the largest project in Las Vegas history at \$15 billion—representing the majority of casino properties built on the Las Vegas Strip through 2014.

Lucas also recruited Shannon Ritch as Head of Investor Relations, a legendary mixed martial artist with over 200 professional fights (the most in MMA history) who has starred in 29 films and brings extensive networks across sports, entertainment, hospitality, and business.

Lucas's operational foundation stems from direct ownership and management of hospitality assets, development and deployment of proprietary technology systems, and the demonstrated ability to structure sophisticated capital raises and recruit executives who have operated at the highest levels of their respective industries.

Mark Caspers, Head of Construction & Development: Mark is a Las Vegas based construction executive, with over 30 years of experience in resort development and hospitality construction, whose portfolio includes some of the most iconic hospitality and entertainment projects in the American Southwest. Previous completed projects total over \$5 billion in value. His expertise in large-scale development and sustainable construction practices brings institutional-quality execution to the Quantum Space Fund.

Mark's construction of the Cosmopolitan Las Vegas earned multiple awards for innovative design and construction techniques. His work on sustainable tourism projects has been recognized by environmental organizations for minimal impact development in sensitive ecosystems.

Mark will be overseeing dark sky conversions and observatory construction.

Shannon Ritch, Head of Investor Relations: Shannon brings a unique combination of investor relations expertise, military leadership, and community building skills to the Quantum Space Fund. As a decorated veteran and former professional MMA fighter, Shannon has built an extensive network and reputation for integrity and execution. He has a background in capital raising and investor communications for growth companies, including developing investor community platforms for ongoing engagement, creating loyalty programs for repeat guests across properties, building partnerships with astronomy and outdoor recreation organizations, establishing veteran hiring initiatives across a portfolio and managing investor communications and quarterly reporting.

Nature of Family Relationship

There are no family relationships within the Company, the Manager or the Affiliates.

No Bankruptcy, Investigations, or Criminal Proceedings

None of the Company's Officers have been part of any bankruptcy proceedings, proceedings whereby there was a material evaluation of the integrity or ability of the Officer, investigations regarding moral turpitude, or criminal proceedings or convictions (excluding traffic violations).

Bad Actor Disclosure

The Company is not subject to bad actor disqualifications under any relevant U.S. securities laws including those specified in 17 CFR 230.506(d).

COMPENSATION THE MANAGER

The Manager entity will receive fees for the operation of the Company, as described below. The members of the Manager will then be compensated through the Manager entity.

Manager Fee Schedule

The Manager shall be reimbursed by the Company for all expenses, fees, or costs incurred on behalf of the Company, including, without limitation, organizational expenses, legal fees, filing fees, accounting fees, out of pocket costs of reporting to any governmental agencies, insurance premiums, travel, costs of evaluating investments and other costs and expenses.

Management Fee	Management Fee a fee paid to Manager by Company for fulfilling management and administration duties required to effectuate improvement(s) of Company Project. For years 1-3, the Company shall pay to the Manager a fee equal to one and one-half percent (1.5%) of Gross Revenues. For years 4-7, the Company shall pay to the Manager a fee equal to one percent (1.0%) of Gross Revenues. This fee shall be payable in twelve (12) payments due to the Manager at the end of each month and calculated based on the Gross Revenues for the previous month. If after the annual accounting, the Management Fees that were paid to the Manager over the Fiscal Year are in excess of the amount actually owed to the Manager over the Fiscal Year, the Manager will have the option between (1) paying the Company the difference in dollars over one payment; or, (2) deducting the difference from the monthly Management Fee payments to Manager until the difference balance is zero.
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Asset Acquisition Fee	Asset Acquisition Fee means a fee paid to Manager by Company following the purchase of a Property on behalf of the Company. The Manager shall be entitled to receive a fee, levied in the Manager's sole discretion, equal to one percent (1.0%) of the book value of the Property acquired by the Company payable to the Manager after the closing and settlement of the respective Company asset acquisition.
Development Fee	Development Fee means a fee paid to Manager by Company for fulfilling management and administration duties required to effectuate improvement(s) of Company Projects. The Manager shall be entitled to receive a fee, levied in the Manager's sole discretion, equal to four percent (4.0%) of the total project expenses attributable to the improvement of a Company Project payable to the Manager monthly during the phase of the Company's Project ground up development plans.
Construction Management Fee	Construction Management Fee means a fee paid to Manager by Company for fulfilling management and administration duties required to effectuate improvement(s) of Company Projects. The Manager shall be entitled to receive a fee, levied in the Manager's sole discretion, equal to five percent (5.0%) of the hard costs attributable to constructing of a Company Project payable to the Manager at the completion of the Company's Project ground up development plans.

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITYHOLDERS

The following table contains certain information as of the Effective Date as to the number of voting Units beneficially owned by (i) each person known by the Company to own beneficially more than 10% of the Company's Units, (ii) each person who is a Manager of the Company, (iii) all persons as a group who are Managers and/or Officers of the Company, and as to the percentage of the outstanding Units held by them on such dates and as adjusted to give effect to this Offering.

As of the date of this Offering there are no option agreements in place providing for the purchase of the Company's Units.

Title of Class	Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Amount and Nature of Beneficial Ownership Acquirable	Percent of Class
Class A Units	Quantum Space GP Holdings, LLC 10869 N. Scottsdale Rd Suite 103 #150 Scottsdale, AZ 85254	1,000 Units	-	100%
Class B Units	Quantum Space Founders Club, LLC 10869 N. Scottsdale Rd Suite 103 #150 Scottsdale, AZ 85254	1,000 Units	-	100%

INTEREST OF MANAGEMENT AND OTHERS IN CERTAIN TRANSACTIONS

The Company has not had any related-party transactions within the previous two fiscal years.

FEDERAL TAX TREATMENT

The following is a summary of certain relevant federal income tax considerations resulting from an investment in the Company but does not purport to cover all of the potential tax considerations applicable to any specific purchaser. Prospective investors are urged to consult with and rely upon their own tax advisors for advice on these and other tax matters with specific reference to their own tax situation and potential changes in applicable law. This discussion is a general summary of certain federal income tax consequences of acquiring, holding and disposing of partnership interests in the Company and is directed to individual investors who are United States citizens or residents and who will hold their interests in the Company as "capital assets" (generally, property held for investment). It is included for general information only and is not intended as a comprehensive analysis of all potential tax considerations inherent in making an investment in the Company. The tax consequences of an investment in the Company are complex and will vary depending upon each investor's individual circumstances, and this discussion does not purport to address federal income tax consequences applicable to all categories of investors, some of whom may be subject to special or other treatment under the tax laws (including, without limitation, insurance companies, qualified pension plans, tax-exempt organizations, financial institutions or broker-dealers, traders in securities that elect to mark to market, Members owning capital stock as part of a "straddle," "hedge" or "conversion transaction," domestic corporations, "S" corporations, REITs or regulated investment companies, trusts and estates, persons who are not citizens or residents of the United States, persons who hold their interests in the Company through a company or other entity that is a pass-through entity for U.S. federal income tax purposes or persons for whom an interest in the Company is not a capital asset or who provide directly or indirectly services to the Company). Further, this discussion does not address all of the foreign, state, local or other tax laws that may be applicable to the Company or its partners.

Prospective Investors also should be aware that uncertainty exists concerning various tax aspects of an investment in the Company. This summary is based upon the IRS Code, the Treasury Regulations (the “Treasury Regulations”) promulgated thereunder (including temporary and proposed Treasury Regulations), the legislative history of the IRS Code, current administrative interpretations and practices of the Internal Revenue Service (“IRS”), and judicial decisions, all as in effect on the date of this offering circular and all of which are under continuing review by Congress, the courts and the IRS and subject to change or differing interpretations. Any such changes may be applied with retroactive effect. Counsel to the Company has not opined on the federal, state or local income tax matters discussed herein, and no rulings have been requested or received from the IRS or any state or local taxing authority concerning any matters discussed herein. Consequently, no assurance is provided that the tax consequences described herein will continue to be applicable or that the positions taken by the Company in respect of tax matters will not be challenged, disallowed or adjusted by the IRS or any state or local taxing authority.

Prospective Investors are urged to consult with and rely upon their own tax advisors for advice on these and other tax matters with specific reference to their own tax situation and potential changes in applicable law.

FOREIGN INVESTORS: NON-U.S. INVESTORS ARE SUBJECT TO UNIQUE AND COMPLEX TAX CONSIDERATIONS. THE COMPANY AND THE MANAGER MAKE NO DECLARATIONS AND OFFER NO ADVICE REGARDING THE TAX IMPLICATIONS TO SUCH FOREIGN INVESTORS, AND SUCH INVESTORS ARE URGED TO SEEK INDEPENDENT ADVICE FROM ITS OWN TAX COUNSEL OR ADVISORS BEFORE MAKING ANY INVESTMENT.

Tax Classification of the Company as a Partnership

General Partnership Discussion.

The federal income tax consequences to the investors of their investment in the Company will depend upon the classification of the Company as a “Partnership” for federal income tax purposes, rather than as an association taxable as a corporation. For federal income tax purposes, a partnership is not an entity subject to tax, but rather a conduit through which all items of partnership income, gain, loss, deduction and credit are passed through to its partners. Thus, income and deductions resulting from Company operations are allocated to the investors in the Company and are taken into account by such investors on their individual federal income tax returns. In addition, a distribution of money or marketable securities from the Company to a partner generally is not taxable to the partner unless the amount of the distribution exceeds the partner’s tax basis in his interest in the Company. In general, an unincorporated entity formed under the laws of a state in the United States with at least two members, such as the Company, will be treated as a partnership for federal income tax purposes provided that (i) it is not a “publicly traded partnership” under Section 7704 of the IRS Code and (ii) does not affirmatively elect to be classified as an association taxable as a corporation under the so-called “check the box” regulations relating to entity classification. The Company is not currently a “publicly traded partnership” within the meaning of Section 7704 of the IRS Code for the reasons discussed below. In addition, the Manager does not intend to affirmatively elect classification of the Company as an association taxable as a corporation. Accordingly, the Manager expects that the Company will be classified as a partnership for federal income tax purposes.

Publicly Traded Partnership Rules.

Under Section 7704 of the IRS Code, a partnership that meets the definition of a “publicly traded partnership” may be treated as a corporation depending on the nature of its income. If the Company were so treated as a corporation for federal income tax purposes, the Company would be a separate taxable entity subject to corporate income tax, and distributions from the Company to a partners would be taxable to the partners in the same manner as a distribution from a corporation to a shareholder (i.e., as dividend income to the extent of the current and accumulated earnings and profits of the Company, as a nontaxable reduction of basis to the extent of the partner’s adjusted tax basis in his interests in the Company, and thereafter as gain from the sale or exchange of the investors interests in the Company). The effect of classification of the Company as a corporation would be to reduce substantially the after-tax economic return on an investment in the Company.

A partnership will be deemed a publicly traded partnership if (a) interests in such partnership are traded on an established securities market, or (b) interests in such partnership are readily tradable on a secondary market or the substantial equivalent thereof. As discussed in this offering circular, interests in the Company (i) will not be traded on an established securities market; and (ii) will be subject to transfer restrictions set forth in the Operating Agreement. Specifically, the Operating Agreement generally prohibits any transfer of a partnership interest without the prior consent of the Manager except in connection with an Exempt Transfer. The Manager will consider prior to consenting to any transfer of an interest in the Company if such transfer would or could reasonably be expected to jeopardize the status of the Company as a partnership for federal income tax purposes.

The remaining discussion assumes that the Company will be treated as a Partnership and not as an association taxable as a corporation for federal income tax purposes.

Allocation of Partnership Income, Gains, Losses, Deductions and Credits

Profits and Losses are allocated to the partners under the Operating Agreement. In general, Profits or Losses during any fiscal year will be allocated as of the end of such fiscal year to each partner in accordance with their ownership interests. Certain allocations may be affected to comply with the “qualified income offset” provisions of applicable Treasury Regulations relating to partnership allocations (as referenced below).

Under Section 704(b) of the IRS Code, a Company’s allocations will generally be respected for federal income tax purposes if they have “substantial economic effect” or are otherwise in accordance with the “member’s interests in the partnership.” The Company will maintain a capital account for each Member in accordance with federal income tax accounting principles as set forth in the Treasury Regulations under Section 704(b), and the Operating Agreement does contain a qualified income offset provision. The Operating Agreement requires liquidating distributions to be made in accordance with the economic intent of the transaction and the allocations of Company income, gain, loss and deduction under the Operating Agreement are designed to be allocated to the members with the economic benefit of such allocations and are in a manner generally in accord with the principles of Treasury Regulations issued under Section 704(b) of the IRS Code relating to the partner’s interest in the partnership. As a result, although the Operating Agreement may not follow in all respects applicable guidelines set forth in the Treasury Regulations issued under Section 704(b), the Manager anticipates that the Company’s allocations would generally be respected as being in accordance with the Member’s interest in the Company. However, if the IRS were to determine that the Company’s allocations did not have substantial economic effect or were not otherwise in accordance with the Members’ interests in the Company, then the taxable income, gain, loss and deduction of the Company might be reallocated in a manner different from that specified in the Operating Agreement and such reallocation could have an adverse tax and financial effect on Members.

Limitations on Deduction of Losses.

The ability of a Member to deduct the Member's share of the Company's losses or deductions during any particular year is subject to numerous limitations, including the basis limitation, the at-risk limitation, the passive activity loss limitation and the limitation on the deduction of investment interest. Each prospective investor should consult with its own tax advisor regarding the application of these rules to it in respect of an investment in the Company.

Basis Limitation. Subject to other loss limitation rules, a Member is allowed to deduct its allocable share of the Company's losses (if any) only to the extent of such Member's adjusted tax basis in its interests in the Company at the end of the Company's taxable year in which the losses occur.

At-Risk Limitation. In the case of a Member that is an individual, trust, or certain type of corporation, the ability to utilize tax losses allocated to such Member under the Operating Agreement may be limited under the "at-risk" provisions of the IRS Code. For this purpose, a Member who acquires a Company interest pursuant to the Offering generally will have an initial at-risk amount with respect to the Company's activities equal to the amount of cash contributed to the Company in exchange for its interest in the Company. This initial at-risk amount will be increased by the Member's allocable share of the Company's income and gains and decreased by their share of the Company's losses and deductions and the amount of cash distributions made to the Member. Liabilities of the Company, whether recourse or nonrecourse, generally will not increase a Member's amount at-risk with respect to the Company. Any losses or deductions that may not be deducted by reason of the at-risk limitation may be carried forward and deducted in later taxable years to the extent that the Member's at-risk amount is increased in such later years (subject to application of the other loss limitations). Generally, the at-risk limitation is to be applied on an activity-by-activity basis. If the amount for which a Member is considered to be at-risk with respect to the activities of the Company is reduced below zero (e.g., by distributions), the Member will be required to recognize gross income to the extent that their at-risk amount is reduced below zero.

Passive Loss Limitation. To the extent that the Company is engaged in trade or business activities, such activities will be treated as "passive activities" in respect of any Member to whom Section 469 of the IRS Code applies (individuals, estates, trusts, personal service corporations and, with modifications, certain closely-held C corporations), and, subject to the discussion below regarding portfolio income, the income and losses in respect of those activities will be "passive activity income" and "passive activity losses." Under Section 469 of the IRS Code, a taxpayer's losses and income from all passive activities for a year are aggregated. Losses from one passive activity may be offset against income from other passive activities. However, if a taxpayer has a net loss from all passive activities, such taxpayer generally may not use such net loss to offset other types of income, such as wage and other earned income or portfolio income (e.g., interest, dividends and certain other investment type income). Member income and capital gains from certain types of investments are treated as portfolio income under the passive activity rules and are not considered to be income from a passive activity. Unused passive activity losses may be carried forward and offset against passive activity income in subsequent years. In addition, any unused loss from a particular passive activity may be deducted against other income in any year if the taxpayer's entire interest in the activity is disposed of in a fully taxable transaction.

Non-Business Interest Limitation. Generally, a non-corporate taxpayer may deduct “investment interest” only to the extent of such taxpayer’s “net investment income.” Investment interest subject to such limitations may be carried forward to later years when the taxpayer has additional net investment income. Investment interest is interest paid on debt incurred or continued to acquire or carry property held for investment. Net investment income generally includes gross income and gains from property held for investment reduced by any expenses directly connected with the production of such income and gains. To the extent that interest is attributable to a passive activity, it is treated as a passive activity deduction and is subject to limitation under the passive activity rules and not under the investment interest limitation rules.

Limitation on Deductibility of Capital Losses. The excess of capital losses over capital gains may be offset against ordinary income of a non-corporate taxpayer, subject to an annual deduction limitation of \$3,000. A non-corporate taxpayer may carry excess capital losses forward indefinitely.

Taxation of Undistributed Company Income (Individual Investors)

Under the laws pertaining to federal income taxation of limited liability companies that are treated as partnerships, no federal income tax is paid by the Company as an entity. Each individual Member reports on his federal income tax return his distributive share of Company income, gains, losses, deductions and credits, whether or not any actual distribution is made to such member during a taxable year. Each individual Member may deduct his distributive share of Company losses, if any, to the extent of the tax basis of his Units at the end of the Company year in which the losses occurred. The characterization of an item of profit or loss will usually be the same for the member as it was for the Company. Since individual Members will be required to include Company income in their personal income without regard to whether there are distributions of Company income, such investors will become liable for federal and state income taxes on Company income even though they have received no cash distributions from the Company with which to pay such taxes.

Tax Returns

Annually, the Company will provide the Members sufficient information from the Company's informational tax return for such persons to prepare their individual federal, state and local tax returns. The Company's informational tax returns will be prepared by a tax professional selected by the Manager.

ERISA CONSIDERATIONS

In Some Cases, if the Investors Fails to Meet the Fiduciary and Other Standards Under the Employee Retirement Income Security Act of 1974, as Amended (“ERISA”), the Code or Common Law as a Result of an Investment in the Company’s Units, the Investor Could be Subject to Liability for Losses as Well as Civil Penalties:

There are special considerations that apply to investing in the Company’s Units on behalf of pension, profit sharing or 401(k) plans, health or welfare plans, individual retirement accounts or Keogh plans. If the investor is investing the assets of any of the entities identified in the prior sentence in the Company's Units, the Investor should satisfy themselves that:

1. The investment is consistent with the Investor's fiduciary obligations under applicable law, including common law, ERISA and the Code;

2. The investment is made in accordance with the documents and instruments governing the trust, plan or IRA, including a plan's investment policy;
3. The investment satisfies the prudence and diversification requirements of Sections 404(a)(1)(B) and 404(a)(1)(C) of ERISA, if applicable, and other applicable provisions of ERISA and the Code;
4. The investment will not impair the liquidity of the trust, plan or IRA;
5. The investment will not produce "unrelated business taxable income" for the plan or IRA;
6. The Investor will be able to value the assets of the plan annually in accordance with ERISA requirements and applicable provisions of the applicable trust, plan or IRA document; and The investment will not constitute a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

Failure to satisfy the fiduciary standards of conduct and other applicable requirements of ERISA, the Code, or other applicable statutory or common law may result in the imposition of civil penalties and can subject the fiduciary to liability for any resulting losses as well as equitable remedies. In addition, if an investment in the Company's Units constitutes a prohibited transaction under the Code, the "disqualified person" that engaged in the transaction may be subject to the imposition of excise taxes with respect to the amount invested.

SECURITIES BEING OFFERED

The securities being offered are equity interests in Quantum Space Fund, LLC. The equity interests are in the form of Class C LLC membership interests represented by Class C Units. To determine the percentage of ownership in the Company, the LLC membership interests are denominated into Units, with a ratio whereby the number of Units owned by Investor is divided by total number of outstanding Units. Each Class C Unit is offered by the Company at one U.S. dollars (\$50.00) per Class C Unit.

By purchasing Class C Units through this Offering, an Investor will become a Member of the Company and will be granted rights as stated below.*

**Please note that the following is a summary of the rights granted to an Investor and is not exhaustive. For a complete description of all rights associated with Membership in the Company, please see Exhibit 3, "Operating Agreement." All capitalizations in this section are defined in Article I of the Operating Agreement and all references to Sections or Articles relate to the applicable Section or Article in the Operating Agreement.*

The business and affairs of the Company shall be managed, operated and controlled by or under the exclusive direction of the Manager. The Manager shall have full and complete power, authority and discretion for, on behalf of and in the name of the Company to take such actions as the Manager may deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, without the consent, approval or knowledge of the Members. All decisions of the Company shall be made by the Manager.

The Company does not currently own any assets and lacks an operating history; therefore, any estimates of its future economic performance are speculative. However, it is the Company's desire to pay a preferred return (the "Class C Preferred Return") to holders of the Class C Units in accordance with their capital contribution to the Company. The Class C Preferred Return is not intended as a projection but a contractual obligation of the Company to the holders of Class C Units. The Class C Preferred Return is not intended as an assessment or projection of the Company's future economic performance, nor should it be construed as such by prospective Investors.

The Company cannot guarantee to Investors that it will generate sufficient cash in order to pay any distributions. In the event of downturns in the Company's operating results, unanticipated capital improvements to its properties, cash on hand, or other factors, the Company may be unable, or the Manager may decide not to pay distributions, including the Class C Preferred Return, to its Members for any one or more annual period.

The Operating Agreement for the Company defines the Class C Preferred Return for Class C Members in Article I as "prorated, non-compounded per annum internal rate of return of ten percent (10%)" on the Member's respective Capital Contribution. The Class C Preferred Return is cumulative, meaning that if the Class C Preferred Return is not paid in full in any annual period, the amount of the Class C Preferred Return that was not paid in such annual period shall carry forward to the next annual period until paid in full. The Class C Preferred Return will begin to accrue six months (6) months after the date the Initial Closing.

DISTRIBUTION RIGHTS

Distributions of Distributable Cash, if any, shall be determined and issued in Manager's sole and unreviewable discretion. The Company shall strive to make distributions on a monthly basis. To receive return of Capital Contribution to the contributor, all distributions of Distributable Cash shall be distributed as follows (i) first, one hundred percent (100%) of Distributable Cash shall be paid to Class C Members and Class D Members until they receive an amount equal to a prorated, non-compounded per annum IRR of ten percent (10.0%) on their respective Capital Contribution (the "Class C Preferred Return" and "Class D Preferred Return"); (ii) second, after the Class C Members have received their Class C Preferred Return and Class D Members have received their Class D Preferred Return for the specific year in its totality, fifty percent (50%) of Distributable Cash shall be paid to the Class C Members as a return of Capital Contributions and fifty percent (50%) of Distributable Cash shall be paid to the Class D Members as a return of Capital Contributions; and (iii) lastly, after all Capital Contributions are returned to Class C Members and to Class D Members through Distributable Cash and their respective Unrecovered Capital Contribution account balances are zero, Class A Members will receive ten percent (10%) of, Class B Members will receive ten percent (10%) of, Class C Members will receive forty percent (40%) of and Class D Members will receive forty percent (40%) of any further Distributable Cash for the remaining life of the Company payable in amounts and at times that are at the sole discretion of Manager.

Distributions of Distributable Cash if any, shall be determined in Manager's sole discretion. The Company shall strive to make distributions on an annual basis.

No Member, regardless of the nature of the Member's Capital Contribution, has any right to demand and receive any distribution from the Company in any form other than cash. No Member may be compelled to accept a distribution of any asset in kind. The Manager may, with the consent of the Member receiving the distribution, distribute specific property or assets of the Company to one or more Members.

VOTING RIGHTS

Except as may otherwise be provided in the Company's Operating Agreement, the Act or the Articles of Organization, each of the Class C Members waives his or its right to vote on any matters other matters that cannot be waived under the Act. A vote of Members holding not less than two-thirds (2/3) of all Class B, Class C, and Class D Interests is required to (1) remove the Manager for Cause (see the definition of "Cause" in Section 5.11 of Exhibit 3, the Operating Agreement), (2) approve any loan to any Managers, (3) terminate the Company if no new CEO is appointed within 90 days of Manager removal due to death or incompetence of Lucas Entler, (4) amend the Agreement in such a way that would result in a change to the Preferred Allocation set forth in the Agreement, (5) authorize sale, lease or exchange of all of the property or assets of the Company or (5) dissolution of the Company.

The affirmative vote of seventy-five percent (75%) of all Members shall be required to: (1) authorize an act that is outside of the ordinary course of business of the Company set forth in Section 2.2 of the Operating Agreement and (2) to amend the Articles of Organization or make substantive amendments the Operating Agreement.

LIQUIDATION RIGHTS

Upon liquidation of the Company, distributions shall be remitted to the Members to the extent and in proportion with their aggregate Capital Contributions until the aggregate amount distributed to such Members in accordance with Section 11.2 of the Operating Agreement is sufficient to provide for a return of such Members' Capital Contributions by the Company. After all Capital Contributions have been returned to the Members, any remaining funds shall be distributed as set forth in Distribution Rights above.

NO PREEMPTIVE RIGHTS

Class C Members have no preemptive rights to Company securities made through future offerings.

NO CONVERSION RIGHTS

Class C Members have no conversion rights.

WITHDRAWAL AND VOLUNTARY REDEMPTION

No Class C or Class D Member may have the right to voluntarily or involuntarily withdraw, resign, or otherwise disassociate (a "Withdrawal" or to "Withdraw") or request to redeem and receive a return of its Unreturned Capital Contributions and any unpaid distributions from the Company (a "Voluntary Redemption" or to "Voluntarily Redeem") for a period of six (6) months from the Unit Issue Date (the "Lock-up Period") applicable to said Class C Member or Class D Member except on the prior written consent of the Manager, which may be withheld, conditioned or delayed in Manger's sole discretion.

During the Lock-Up Period, Class C Members and Class D Members may not submit Redemption Requests, defined below, and the Manager will not accept or approve Redemption Requests, except in cases of (i) death of the Member, (ii) legal disability as defined in Internal Revenue Code Section 22(e)(3), or (iii) court order requiring redemption. The Company shall honor redemptions in these exceptional cases at the applicable Redemption Price, defined below, within thirty (30) days of receipt of appropriate documentation.

Redemption Request Rights. Following expiration of the Lock-Up Period for a Class C and Class D Member's Units, a Class C or Class D Member ("Redeeming Member") shall have the right to submit a written notice to the Manager (the "Redemption Request") at any time thereafter to Withdraw and for the Company to Voluntarily Redeem said Member's Units up to one hundred percent (100%) of the then outstanding and Unreturned Capital Contribution amount held by the Redeeming Member at the time of request. The Redemption Request shall specify the amount of Capital Contribution to be Voluntarily Redeemed ("Request Amount"), *provided, however, that for the avoidance of doubt, a Member may only request the redemption of Capital Contributions that have been provided for longer than the Lock-up Period.* The Request Amounts shall in no case be less than one hundred percent (100%) of the Member's then Unreturned Capital Contribution at the time of the request. The Redemption Request shall be effective on the end of business of the day after said Redemption Request is actually received by the Company.

Upon receipt of a valid Redemption Request, the Manager shall approve or deny the request within thirty (30) days and provide the Redeeming Member with a redemption decision (the "Redemption Notice"). If approved, the Redemption Price shall be paid within thirty (30) calendar days of delivery of the Redemption Notice to the Member (the "Closing Date"). The Redemption Notice will state the Closing Date. The Manager shall have the right to redeem all of a Member's Class C Units or Class D Units, as applicable, at any time by payment of Unreturned Capital Contribution and any accrued but unpaid preferred return applicable and the Redemption Notice shall specify the number of Units Voluntarily Redeemed ("Redemption Units"). The Company shall calculate and document the Redemption Price and provide it to the Member with the Redemption Notice.

Redemption Price. The "Redemption Price" shall be equal to the sum of the Member's Unreturned Capital Contributions balance and accrued preferred return distributions. The Redemption Price shall be up to one hundred percent (100%) of the Unreturned Capital Contributions balance. The Redeeming Members shall be entitled to any Class C Preferred Return or Class D Preferred Return distribution payable to such Member through the end of month prior to the date of the Redemption Request.

Redemption Reserve; Sufficient Cash Available for Redemption. The Company shall maintain a separate account to fund redemption requests (the "Redemption Reserve"). Funds will be continuously inserted into the Redemption Reserve from Gross Revenues and strictly at the discretion of the Manager. The target level of the available and accessible Redemption Reserve shall be five percent (5%) of aggregate Capital Contributions from Class C Members and Class D Members, with a minimum cash available for redemption level of two hundred fifty thousand U.S. dollars (\$250,000) and a maximum cash available for redemption level of seven and one-half percent (7.5%) of aggregate Capital Contributions ("Cash Available for Redemption"). The Manager may deny or defer redemption requests if approval would reduce available cash below the Cash Available for Redemption. Notwithstanding anything contained herein to the contrary, the Company's ability to meet Redemption Requests is wholly contingent upon the sufficiency and availability of Cash Available for Redemption and the acceptance of a Redemption Request, in part or in whole, shall be subject to Manager's sole and absolute discretion. The Manager may fulfill a Redemption Request and pay the Redemption Price in one payment. The Redemption Price shall be determined at the time the Redemption Request is received by the Manager and shall be determined at the sole discretion of the Manager.

Material Adverse Effect. The Manager may defer redemption payments if the Company is experiencing a Material Adverse Effect. Such events include market declines, force majeure events, operational impairment of resorts, insufficient liquid assets, or regulatory restrictions. Redemption payments may be deferred during a Material Adverse Effect. Upon the Manager's determination that a Material Adverse Effect occurs, the Manager shall provide an individual written notice to each affected Redeeming Member, specifying the nature of the event and a Closing Date extension ("MAE Notice"). The Company intends to accept redemption requests when practicable but Members acknowledge that: (i) redemption rights could be limited and subject to Material Adverse Effect restrictions; (ii) the Manager retains discretion to approve or deny redemptions; (iii) redemptions depend on available Gross Revenue from operations; (iv) the Company may lack sufficient Cash Available for Redemption to accept all redemption requests simultaneously; and (v) Redeeming Members should assume capital will not be accessible for at least six (6) months thereafter, and potentially longer, if Material Adverse Effects occur.

Redemption Requests Terms. Closing on the redemption of Redemption Units may only occur after the Unreturned Capital Contribution balance is zero and the unpaid, accrued preferred return amounts are paid. After delivery of the Redemption Notice to the Member, the Company shall tender cash or other readily available funds to the Redemption Members in payment of the Redemption Price for the Request Amount. Upon receipt by each Redeeming Member of the Redemption Price due to said Member for said Member's Request Amount, said Redeeming Member shall promptly execute and deliver any documents of transfer requested by the Company to evidence such redemption. The Company may assess a reasonable processing fee (the "Processing Fee") per Redemption Request. The Company may, in its discretion, assess this Processing Fee against the Redemption Price calculated for the Redeeming Member. Notwithstanding Section 11.1 of the Operating Agreement, or anything else herein, to the contrary, the Redeeming Member is not eligible to receive distributions (made pursuant to Section 11.1 of the Operating Agreement or otherwise) on Redemption Units in the month in which said Member has been Voluntarily Redeemed for said Redemption Units. Upon the receipt of a Redemption Request by the Manager, Member forfeits any distribution that would otherwise be owed to Member for the month the Redemption Request was made. For example, if a Redemption Request was received on February 19, the Member will only be entitled to the distribution owed to Member up to January 31 and Member would forfeit any distribution owed to Member for February and additional distributions that would be ongoing determined. After the Manager has approved a Redemption Request and submitted a Redemption Notice to the Redeeming Member, the Redeeming Member shall retain all membership rights including liquidation rights, with the exception of Section 11.1 of the Operating Agreement, until payment of the Redemption Price is received in full. In the event the Redemption Request for the Redeeming is approved, once the Unreturned Capital Contribution balance is zero and the accrued, unpaid preferred return distributions are fully paid for by the Company, the Redeeming Member will no longer be a Member of the Company.

ERISA REDEMPTIONS

The Manager shall only accept Capital Contributions from an ERISA Investor and issue Units in exchange thereof (and admit said ERISA Investor as a Member if applicable) if, after said issuance, the Units held by ERISA Investors, collectively, would be less than twenty five percent (25%) of the Units then outstanding. At all times, the number of Units held by ERISA Investors shall be less than twenty-five percent (25%) of all Units then outstanding. This limitation shall be referred to as the "ERISA Investor Restriction." If as a result of a Member Withdrawal, redemption or otherwise or issuance of additional Units, the Company violates or will violate the ERISA Investor Restriction, the Manager has the right, exercisable in its sole discretion, to cause the Company to redeem outstanding Units that are then held by ERISA Investors, on a pro rata basis, as is or may be necessary to ensure that the Company does not violate the ERISA Investor Restriction.

SINKING FUND PROVISIONS

See Redemption Reserve and Cash Available for Redemption defined above.

NO LIABILITY TO FURTHER CALLS OR TO ASSESSMENT BY THE COMPANY

There is no liability to further calls or to assessment by the Company.

LIABILITIES OF THE MEMBERS UNDER THE OPERATING AGREEMENT AND STATE LAW

Except as expressly set forth in the Operating Agreement or required by law, no Member shall be personally liable for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company.

RESTRICTIONS ON ALIENABILITY OF THE SECURITIES BEING OFFERED

No Class C Member may sell, exchange, transfer, assign, make a gift of, pledge, encumber, hypothecate or alienate (each a "Transfer") his or its Interest in the Company to any Person, and no transferee of a Member's Interest may be admitted as a Member, unless (i) Manager approves the transfer of the Interest and admission of the transferee as a Member in writing; such approval may withheld, conditioned or delayed in Manager's sole and absolute discretion.

PROVISION DISCRIMINATING AGAINST ANY EXISTING OR PROSPECTIVE HOLDER OF UNITS AS A RESULT OF SUCH MEMBER OWNING A SUBSTANTIAL AMOUNT OF UNITS

There are no provisions discriminating against any existing or prospective holder of Units as a result of such Member owning a substantial amount of Units.

Financial Statements and Report of
Independent Certified Public Accountants

Quantum Space Fund, LLC

August 4, 2025 to September 30, 2025

Quantum Space Fund, LLC

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ASSURANCEDIMENSIONS

Independent Auditor's Report

To the Members of

Quantum Space Fund, LLC

Opinion

We have audited the accompanying financial statements of **Quantum Space Fund, LLC** (the "Company"), which comprise the balance sheets as of September 30, 2025, and the related statements of operations, changes in members' equity, and cash flow for the period from August 4, 2025 (inception) to September 30, 2025 and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of September 30, 2025, and the related statements of operations, changes in members' equity, and cash flow for the period from August 4, 2025 (inception) to September 30, 2025, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

Doubt about the Company's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note C to the financial statements include no assets or equity. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's evaluation of the events and conditions and management's plans regarding those matters are also described in Note C. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

A handwritten signature in blue ink that reads 'Assurance Dimensions'.

Tampa, Florida

October 6, 2025

ASSURANCE DIMENSIONS, LLC
also d/b/a McNAMARA and ASSOCIATES, LLC
TAMPA BAY: 4920 W Cypress Street, Suite 102 | Tampa, FL 33607 | Office: 813.443.5048 | Fax: 813.443.5053
JACKSONVILLE: 7800 Belfort Parkway, Suite 290 | Jacksonville, FL 32256 | Office: 888.410.2323 | Fax: 813.443.5053
ORLANDO: 1800 Pembroke Drive, Suite 300 | Orlando, FL 32810 | Office: 888.410.2323 | Fax: 813.443.5053
SOUTH FLORIDA: 3111 N. University Drive, Suite 621 | Coral Springs, FL 33065 | Office: 754.800.3400 | Fax: 813.443.5053
www.assurancedimensions.com

"Assurance Dimensions" is the brand name under which Assurance Dimensions, LLC including its subsidiary McNamara and Associates, LLC (referred together as "AD LLC") and AD Advisors, LLC ("AD Advisors"), provide professional services. AD LLC and AD Advisors practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations, and professional standards. AD LLC is a licensed independent CPA firm that provides attest services to its clients, and AD Advisors provide tax and business consulting services to their clients. AD Advisors, and its subsidiary entities are not licensed CPA firms.

Quantum Space Fund, LLC
Balance Sheet
As of Sep 30, 2025

ASSETS	
Current Assets	
Cash	\$ 2,000
Member receivables	2,000
TOTAL ASSETS	<u>\$ 4,000</u>
LIABILITIES AND MEMBER'S EQUITY	
Current Liabilities	
Total Current Liabilities	\$ -
Long Term Liabilities	
Intercompany loan agreement	33,000
TOTAL LIABILITIES	<u>\$ 33,000</u>
Members' Equity	
Class A Units	\$ 1,000
Class B Units	1,000
Members' Equity	(31,000)
TOTAL MEMBERS' EQUITY	<u>(29,000)</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u>\$ 4,000</u>

The accompanying notes are an integral part of this financial statement

Quantum Space Fund, LLC

Statement of Operations

For the period from August 4, 2025 to September 30, 2025

REVENUE		
Total revenue	\$	-
EXPENSES		
Total operating expenses		31,000
		31,000
NET LOSS	\$	(31,000)

The accompanying notes are an integral part of this financial statement.

Quantum Space Fund, LLC
Statement of Cash Flows
For the period from August 4, 2025 to September 30, 2025

CASH FLOWS FROM OPERATING ACTIVITIES

Loss	\$	(31,000)
Net cash provided by operating activities		(31,000)

CASH FLOWS FROM FINANCING ACTIVITIES

Cash received from intercompany loan agreement		33,000
Net cash provided by financing activities		33,000

NET INCREASE IN CASH		2,000
----------------------	--	-------

Cash at beginning of period		-
Cash at end of period	\$	<u>2,000</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Issuance of Member receivables' in lieu of cash	\$	<u>2,000</u>
---	----	--------------

The accompanying notes are an integral part of this financial statement.

Quantum Space Fund, LLC

Statement of Members' Equity

For the period from August 4, 2025 to September 30, 2025

	Class A Units \$0 Par Value	Class B Units \$0 Par Value	Total Members' Equity
August 5, 2025	\$ -	\$ -	\$ -
Issuance of Class A Units	1,000	-	1,000
Issuance of Class B Units	-	1,000	1,000
Net income (loss)			(31,000)
September 30, 2025	\$ 1,000	\$ 1,000	\$ (29,000)

The accompanying notes are an integral part of this financial statement.

Quantum Space Fund, LLC

Notes to Financial Statements

August 4, 2025 to September 30, 2025

Note A – Nature of Business and Organization

Nature of Operations

Quantum Space Fund, LLC was organized in August 2025 as a Nevada Limited Liability Company to raise capital for the acquisition, development, and operation of real estate and hospitality projects.

Note B – Significant Accounting Policies

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Financial Instruments

The Company's financial instruments consist primarily of cash and investments. The carrying value of the financial instruments are considered to be representative of their respective fair value.

Revenue Recognition

The Company recognizes revenue when earned and realizable in accordance with U.S. GAAP. The Company had no revenues for the period ended September 30, 2025, as operations are still in the capital raising and project acquisition stage.

Income Taxes

Quantum Space Funds, LLC with the consent of its members, has elected to be taxed as a partnership. In lieu of income taxes, the members of partnerships are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for income taxes has been included in the financial statements.

Management has determined that the Company does not have any uncertain tax positions and associated unrecognized benefits that materially impact the financial statements or related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Company's tax returns will not be challenged by the taxing authorities and that the Company will not be subject to additional tax, penalties, and interest as a result of such challenge.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make judgments, estimates and assumptions that affect the application of accounting policies, reported amounts, and disclosures. Actual results could differ from these estimates.

Note C – Going Concern

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. The ability of the Company to continue as a going concern is dependent upon future sales and obtaining additional capital and financing. While the Company believes in the viability of its ability to raise additional funds, there can be no assurances to that effect. The financial statements do not include adjustments to reflect the possible effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the outcome of this uncertainty.

Quantum Space Fund, LLC
Notes to Financial Statements
August 4, 2025 to September 30, 2025

Note D – Intercompany Loan Agreement

During the period, the Managing Member made an intercompany loan agreement with the Company for working capital requirements of \$33,000. The loan is subordinate to any future claims of outside investors and creditors. The loan has no stated interest rate and is repayable the earlier of receipt of sufficient capital contributions or investments by borrower or a mutually agreed upon date.

Note E – Members' Capital**Contributions**

In accordance with Quantum Space Fund, LLC, if the Manager of the Company determines that additional funds are required by the Company to meet the Company's operating expenses, the members of the Company have the right, but not the obligation to contribute the additional funds. The additional funds may be provided in the form of member loans, additional capital contributions, or a combination of both to the Company; as determined by the Manager in their sole and absolute discretion.

As of September 30, 2025, Quantum Space Fund, LLC has authorized 1,000 Class A Units with 1,000 issued and outstanding, 1,000 Class B Units with 1,000 issued and outstanding, and 1,500,000 Class C Units with 0 issued and outstanding, and Class D Units with 2,000,000 authorized and 0 issued (Reg D 506(c) at \$50/unit). The 1,000 Class A and 1,000 Class B Units issued remained unpaid as of September 30, 2025. As such, the Company has recorded member receivables on the accompany balance sheet.

Voting Rights

Each Class A Unit shall be entitled to one (1) vote per Class A Unit on each matter to which the Class A Unitholders are entitled to vote under this Agreement, the Act or applicable law. Class B, Class C and Class D Unitholders shall not have any voting rights except as expressly set forth in the Operating Agreement or as otherwise required by the Act or applicable law.

Profit and Loss Allocation

Allocations of net profits and losses, as determined for each taxable year of the Company, shall be allocated among the members pro rata in proportion to their ownership of the membership interest, as outlined in the Operating Agreement.

Distributions

Distributable cash from operations, as defined in the Operating Agreement, shall be determined at such times and in such amounts by the Managing Member. Class C and D unit holders will first receive their return of capital contributions, then their share of the distribution allocated prior to Class A and B receiving their distribution allocation. Members shall receive distributions at the same time without preference or priority of any single member, and distributed to the members after certain priority payments have been made, as outlined in the Operating Agreement.

Note F – Commitments and Contingencies

During the period the Company entered into an agreement with a broker dealer to assist with their fundraising efforts. The agreement requires an \$8,000 initial payment and percentage of the gross proceeds depending on the type and amount of funds raised. The fees are graded between .75% and 5% of gross proceeds raised at different intervals in the fund raising process.

The Company entered into another vendor agreement for marketing services with initial payment of \$8,000 and 3 monthly payments totaling \$21,000 once ads are launched.

Note G – Subsequent Events

Management has evaluated subsequent events through October 6, 2025, the date the financial statements were available to be issued.

Exhibit Index

Exhibit 2: Articles of Organization

Exhibit 3: LLC Operating Agreement

Exhibit 4: Form of Subscription Agreement

Exhibit 8: Form of Escrow Agreement

Exhibit 11: Accountant's Consent

Exhibit 12: Attorney Letter Certifying Legality

Signature Page

Pursuant to the requirements of Regulation A, the Issuer certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form 1-A and has duly caused this Offering Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Scottsdale, Arizona on December 5, 2025.

ISSUER COMPANY LEGAL NAME AND ADDRESS:

Quantum Space Fund, LLC
10869 N. Scottsdale Rd., Suite 103#150
Scottsdale, AZ 85254

Signed by Quantum Space Fund GP Holdings, LLC, its Manager

By: /s/ Lucas Entler

Name: Lucas Entler

Title: Principal of the Manager

Date: December 5, 2025

Location signed: Scottsdale, AZ

This Offering Statement has been signed by the following principals in the capacities and on the dates indicated:

By: /s/ Lucas Entler

Name: Lucas Entler

Title: Principal of Quantum Space Fund GP Holdings, LLC and acting in the capacity of Chief Executive Officer of the Company

Date: December 5, 2025

Location signed: Scottsdale, AZ

Exhibit 1A-2

FRANCISCO V. AGUILAR
Secretary of State

RUBEN J. RODRIGUEZ
Deputy Secretary for Southern Nevada

2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2452

STATE OF NEVADA



**OFFICE OF THE
SECRETARY OF STATE**

GABRIEL DI CHIARA
Chief Deputy Secretary of State

DEANNA L. REYNOLDS
Deputy Secretary for Commercial Recordings

401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7141

Business Entity - Filing Acknowledgement

08/04/2025

Work Order Item Number: W2025080402865 - 4636868
Filing Number: 20255089831
Filing Type: Articles of Organization
Filing Date/Time: 08/04/2025 16:50:06 PM
Filing Page(s): 2

Indexed Entity Information:

Entity ID: E50898322025-0 **Entity Name:** Quantum Space Fund, LLC
Entity Status: Active **Expiration Date:** None

Commercial Registered Agent
Registered Agents Inc. * (N)
732 S 6TH ST, STE R, Las Vegas, NV 89101, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,



FRANCISCO V. AGUILAR
Secretary of State

FRANCISCO V. AGUILAR
Secretary of State

RUBEN J. RODRIGUEZ
Deputy Secretary for Southern Nevada

2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2432

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

GABRIEL DI CHIARA
Chief Deputy Secretary of State

DEANNA L. REYNOLDS
Deputy Secretary for Commercial Recordings

401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7141

Business Entity - Filing Acknowledgement

08/04/2025

Work Order Item Number: W2025080402865 - 4636869
Filing Number: 20255089833
Filing Type: Initial List
Filing Date/Time: 08/04/2025 16:50:06 PM
Filing Page(s): 2

Indexed Entity Information:

Entity ID: E50898322025-0
Entity Status: Active

Entity Name: Quantum Space Fund, LLC
Expiration Date: None

Commercial Registered Agent

Registered Agents Inc. * (N)

732 S 6TH ST, STE R, Las Vegas, NV 89101, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

FRANCISCO V. AGUILAR
Secretary of State



FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Filed in the Office of <i>F. Aguilar</i> Secretary of State State Of Nevada	Business Number E50898322025-0 Filing Number 20255089831 Filed On 08/04/2025 16:50:06 PM Number of Pages 2
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Formation - Limited-Liability Company

- | | |
|--|---|
| <input checked="" type="checkbox"/> NRS 86 - Articles of Organization
Limited-Liability Company | <input type="checkbox"/> NRS 86.544 - Registration of
Foreign Limited-Liability Company |
| <input type="checkbox"/> NRS 89 - Articles of Organization
Professional Limited-Liability Company | <input type="checkbox"/> NRS 86.555 - Registration of Professional
Foreign Limited-Liability Company |

1. Name Being Registered in Nevada: <small>(See instructions)</small>	Quantum Space Fund, LLC
2. Foreign Entity Name: <small>(Name in home jurisdiction)</small>	
3. Jurisdiction of Formation: <small>(Foreign Limited-Liability Companies)</small>	3a) Jurisdiction of formation: <input type="text"/> 3b) Date formed: <input type="text"/> 3c) I declare this entity is in good standing in the jurisdiction of its formation. <input type="checkbox"/>
4. Registered Agent for Service of Process*: <small>(check only one box)</small>	<input checked="" type="checkbox"/> Commercial Registered Agent (name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or position with Entity (title and address below) Registered Agents Inc. * (N) Name of Registered Agent OR Title of Office or Position with Entity 732 S 6TH ST, STE R Las Vegas Nevada 89101 Street Address City State Zip Code Mailing Address (if different from street address) City State Zip Code
4a. Certificate of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form. X David Roberts, Assistant Secretary 08/04/2025 Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date
5. Management: <small>(Domestic Limited-Liability Companies only)</small>	Company shall be managed by: (check one box) <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s)
6. Name and Address of each Manager(s) or Managing Member(s): <small>(NRS 86 and NRS 86.544, see instructions)</small> Name and Address of the Original Manager(s) and Member(s): <small>(NRS 89, see instructions)</small> <small>IMPORTANT: A certificate from the regulatory board must be submitted showing that each individual is licensed at the time of filing.</small>	1) Quantum Space GP Holdings, LLC Name 732 S 6TH ST STE R Las Vegas NV 89101 Address City State Zip Code
7. Dissolution Date: <small>(Domestic only)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual): <input type="text"/>

This form must be accompanied by appropriate fees.



FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverlume.gov

Formation - Limited-Liability Company

Continued, Page 2

8. Purpose/ Profession to be Practiced: (NRS 89 only)																	
9. Series and/or Restricted Limited- Liability Company: (Optional)	Check box if a Series Limited- Liability Company <input type="checkbox"/> Domestic Limited-Liability Company's only: The Limited-Liability Company is a Restricted Limited-Liability Company <input type="checkbox"/>																
10. Records Office: (Foreign Limited-Liability Companies)	Address <input type="text"/> City <input type="text"/> State <input type="text"/> Zip code <input type="text"/> Country <input type="text"/>																
11. Street Address of Principal Office: (Foreign Limited-Liability Companies)	Address <input type="text"/> City <input type="text"/> State <input type="text"/> Zip code <input type="text"/> Country <input type="text"/>																
12. Name, Address and Signature of the Organizer: (NRS 86, NRS 89 -Each Organizer must be a licensed professional.)	*Foreign Limited-Liability Company - In the event the designated Agent for Service of Process resigns and is not replaced or the agent's authority has been revoked or the agent cannot be found or served with exercise of reasonable diligence, then the Secretary of State is hereby appointed as the Agent for Service of Process. I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.																
Name and Signature of Manager or Member: (NRS 86.544 only) See instructions	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 2px;">Robin Jones on behalf of Registered Agents Inc</td> <td colspan="2" style="padding: 2px;">United States</td> </tr> <tr> <td colspan="2" style="padding: 2px;">Name</td> <td colspan="2" style="padding: 2px;">Country</td> </tr> <tr> <td style="padding: 2px;">732 S 6TH ST STE R</td> <td style="padding: 2px;">Las Vegas</td> <td style="padding: 2px;">NV</td> <td style="padding: 2px;">89101</td> </tr> <tr> <td style="padding: 2px;">Address</td> <td style="padding: 2px;">City</td> <td style="padding: 2px;">State</td> <td style="padding: 2px;">Zip/Postal Code</td> </tr> </table> <p><input checked="" type="checkbox"/> Robin Jones on behalf of Registered Agents Inc (attach additional page if necessary)</p>	Robin Jones on behalf of Registered Agents Inc		United States		Name		Country		732 S 6TH ST STE R	Las Vegas	NV	89101	Address	City	State	Zip/Postal Code
Robin Jones on behalf of Registered Agents Inc		United States															
Name		Country															
732 S 6TH ST STE R	Las Vegas	NV	89101														
Address	City	State	Zip/Postal Code														

AN INITIAL LIST OF OFFICERS MUST ACCOMPANY THIS FILING

Please include any required or optional information in space below:
(attach additional page(s) if necessary)



FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverlume.gov

Initial List and State Business License Application

Initial List Of Officers, Managers, Members, General Partners, Managing Partners, or Trustees:

Quantum Space Fund, LLC

NAME OF ENTITY

TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT

IMPORTANT: Read instructions before completing and returning this form.

Please indicate the entity type (check only one):

- ☐ Corporation
- ☐ This corporation is publicly traded, the Central Index Key number is: _____
- ☐ Nonprofit Corporation (see nonprofit sections below)
- ☒ Limited-Liability Company
- ☐ Limited Partnership
- ☐ Limited-Liability Partnership
- ☐ Limited-Liability Limited Partnership (if formed at the same time as the Limited Partnership)
- ☐ Business Trust

Filed in the Office of	Business Number
<i>F. Aguilar</i>	E:50898322025-0
Secretary of State	Filing Number
State Of Nevada	20255089833
	Filed On
	08/04/2025 16:50:06 PM
	Number of Pages
	2

Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

CHECK ONLY IF APPLICABLE

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.

- ☐ 001 - Governmental Entity
- ☐ 006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number _____

For nonprofit entities formed under NRS chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is \$200.00. Those claiming exemption under 501(c) designation must indicate by checking box below.

- ☐ Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee.
Exemption Code 002

For nonprofit entities formed under NRS Chapter 81: entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. § 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit \$200.00 for the state business license.

- ☐ Unit-owners' Association ☐ Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. § 501(c)

For nonprofit entities formed under NRS Chapter 82 and 80: Charitable Solicitation Information - check applicable box

Does the Organization intend to solicit charitable or tax deductible contributions?

- ☐ No - no additional form is required
- ☐ Yes - the "Charitable Solicitation Registration Statement" is required.
- ☐ The Organization claims exemption pursuant to NRS 82A 210 - the "Exemption From Charitable Solicitation Registration Statement" is required

****Failure to include the required statement form will result in rejection of the filing and could result in late fees.****



FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Initial List and State
Business License
Application - Continued

Officers, Managers, Members, General Partners, Managing Partners or Trustees:

CORPORATION, INDICATE THE <u>Manager</u> :			
Quantum Space GP Holdings, LLC		USA	
Name		Country	
732 S 6TH ST STE R	Las Vegas	NV	89101
Address	City	State	Zip/Postal Code

None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the office of the Secretary of State.

☒ Robin Jones
Signature of Officer, Manager, Managing
Member, General Partner, Managing Partner,
Trustee, Member, Owner of Business,
Partner or Authorized Signer

Authorized Signer
Title

08/04/2025
Date

FORM WILL BE RETURNED IF
UNSIGNED

SECRETARY OF STATE



DOMESTIC LIMITED-LIABILITY COMPANY (86) CHARTER

I, FRANCISCO V. AGUILAR, the duly qualified and elected Nevada Secretary of State, do hereby certify that **Quantum Space Fund, LLC** did, on 08/04/2025, file in this office the original Articles of Organization that said document is now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said document contains all the provisions required by the law of the State of Nevada.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 08/04/2025.

FVAguilar

FRANCISCO V. AGUILAR
Secretary of State

Certificate
Number: B202508045970745

You may verify this certificate
online at <https://www.nvsilverflume.gov/home>

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

Quantum Space Fund, LLC

Nevada Business Identification # NV20253412868

Expiration Date: 08/31/2026

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 08/04/2025.

FV Aguilar

FRANCISCO V. AGUILAR
Secretary of State

Certificate Number: B202508045970746

You may verify this certificate

online at <https://www.nvsilverflume.gov/home>

Exhibit 1A-3

**First Amended and Restated
Operating Agreement for Quantum Space Fund, LLC
A Nevada Limited Liability Company**

THE INTERESTS REPRESENTED HEREBY (THE "INTERESTS") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION THEREOF UNDER THE SECURITIES ACT OR AN OPINION OF LEGAL COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED.

THERE IS NO OBLIGATION ON THE ISSUER TO REGISTER THE INTERESTS UNDER THE SECURITIES ACT. A PURCHASER OF ANY INTEREST MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE INTERESTS REPRESENTED HEREBY HAVE NOT BEEN REVIEWED OR APPROVED BY THE SECURITIES ADMINISTRATORS OF CERTAIN STATES OR OTHER JURISDICTIONS NOR HAVE THEY BEEN QUALIFIED OR REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OF CERTAIN STATES OR OTHER JURISDICTIONS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE QUALIFICATION OR REGISTRATION REQUIREMENTS OF SUCH LAWS. THEREFORE, A PURCHASER OF ANY INTEREST WILL NOT BE ABLE TO RESELL IT UNLESS THE INTEREST IS QUALIFIED OR REGISTERED UNDER THE APPLICABLE STATE SECURITIES LAWS OR LAWS OF OTHER JURISDICTIONS OR UNLESS AN EXEMPTION FROM SUCH QUALIFICATION OR REGISTRATION IS AVAILABLE.

ARTICLE 12 OF THIS AGREEMENT PROVIDES FOR FURTHER RESTRICTIONS ON TRANSFER OF THE INTERESTS. FURTHERMORE, THERE MAY BE RESTRICTIONS ON TRANSFER AS PROVIDED BY THE SUBSCRIPTION AGREEMENT OR THROUGH FEDERAL AND STATE LAW.

This FIRST AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") is entered into and shall be effective as of the DECEMBER 1, 2025, by and among QUANTUM SPACE FUND, LLC, a Nevada limited liability company (the "Company") and QUANTUM SPACE GP HOLDINGS, LLC, a Nevada limited liability company, the Manager, and QUANTUM SPACE FOUNDERS CLUB, LLC, a Nevada limited liability company, each as Members of the Company.

RECITALS

A. The Company and Members executed an Operating Agreement as of September 25, 2025 (the "Original Operating Agreement");

B. The parties desire to modify the Original Operating Agreement to remove the Mandatory Redemption right provisions and include the Voluntary Redemption right provisions; and

NOW, THEREFORE, the Company and the Members hereby amend and restate the Original Operating Agreement in its entirety as follows:

ARTICLE 1 DEFINITIONS

Capitalized terms used in this Agreement without other definition shall, unless expressly stated otherwise, have the meanings specified in this Article 1:

“Act” means the provisions of Nevada Revised Statutes (Nevada Limited Liability Company Act) Chapter 86 *et seq.* (the **“Act”**), as from time to time in effect in the State of Nevada, or any corresponding provision or provisions of any succeeding or successor law of such State. The Act shall govern the rights and obligations of, and the relationships among, the Members except as modified by the provisions of this Agreement.

“Adjustment Year” means: (1) in the case of an adjustment pursuant to the decision of a court, the Company’s taxable year in which the decision becomes final; (2) in the case of an administrative adjustment request, the Company’s taxable year in which the administrative adjustment is made; or (3) in any other case, the Company’s taxable year in which the notice of final Company adjustment is mailed.

“Affiliate” of a Member or Manager means any Person, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Member or Manager, as applicable. The term “control,” as used in the immediately preceding sentence, means with respect to a corporation, limited liability company, limited life company or limited duration company (collectively, “limited liability company”), the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the controlled corporation or limited liability company and, with respect to any individual, partnership, trust, estate, association or other entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

“Articles of Organization” refers to the Company’s Articles of Organization as filed with the Nevada Secretary of State.

“Assignee” means any transferee of a Member’s Interest who has not been admitted as a Member of the Company.

“Bankruptcy” means, with respect to a Member: (i) Member files a voluntary petition for bankruptcy; (ii) such Member is adjudged a bankrupt or insolvent, or has entered against him or it an order for relief, in any bankruptcy or insolvency proceeding; (iii) such Member files a petition or answer seeking for himself or itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; or (iv) such Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him or it in any such proceeding.

“Capital Account” means an account established and maintained (in accordance with, and intended to comply with, Income Tax Regulations Section 1.704-1(b)) for each Member pursuant to Article 9 of this Agreement.

“Capital Contributions” means the contributions made, in U.S. Dollars or the value of services as determined by the Manager, by the Members to the Company pursuant to Sections 8.1 or 8.4 hereof and, in the case of all the Members, the aggregate of all such Capital Contributions.

“Class A Unit” means an Interest that is held by a Class A Member.

“Class A Member” means the Person(s) admitted as and executing this Agreement as a Class A Member and whose name(s) and their total number of Class A Interests owned are listed in the Register.

“Class B Unit” means an Interest that is held by a Class B Member.

“Class B Member” means the Person(s) admitted as and executing this Agreement as a Class B Member and whose name(s) and their total number of Class B Interests owned are listed in the Register.

“Class C Units and Members” Class C Members are persons accepted into the Company as owners of Class C Units of LLC Interests (**“Class C Units”**). The Capital Contribution for one Class C Unit is Fifty Dollars (\$50.00) (the **“Class C Unit Price”**). The minimum Capital Contribution for Class C Units shall be set from time to time by action of the Manager in accordance with Article 5. There shall be One Million Five Hundred Thousand (1,500,000) Class C Units. The Class C Units shall be entitled to their pro rata portion of Distributable Cash. Class C Members shall be accepted into the Company by subscription and approval of the Manager. Each Class C Member agrees to make its Capital Contribution at the time the Member is accepted into the Company by the Manager. For the avoidance of doubt, Class C Members, together or individually, do not have any Voting Rights.

“Class C Preferred Return” means a prorated, non-compounded per annum internal rate of return of ten percent (10%) as provided on **Exhibit “3”** based on Class C Members’ Capital Contribution minus any return of capital from Distributable Cash or a Capital Transaction Event, if any. The Class C Preferred Return shall accrue six (6) months after deployment of funds. The Class C Preferred Return shall be paid from Distributable Cash, if at all, at times and amounts in the sole discretion of the Manager. The Class C Preferred Return is not guaranteed, meaning that the Class C Preferred Return will not be paid for any particular period if the Company does not have sufficient capital available to pay it or if the Manager in its sole discretion determines that it is in the best interests of the Company to retain such funds. Any Class C Preferred Return deficiencies will accrue and roll over to the following period. The Preferred Return allocation is payable from Distributable Cash only and does not extend to Net Capital Proceeds although Preferred Return deficiencies that accrue may be distributed from Net Capital Proceeds from time to time in the sole discretion of the Manager. For avoidance of doubt, the Class C Preferred Return will not start to accrue until six (6) months after the funds are deployed.

“Class D Units and Members” Class D Members are persons accepted into the Company as owners of Class D Units of LLC Interests (**“Class D Units”**). The Capital Contribution for one Class D Unit is Fifty Dollars (\$50.00) (the **“Class D Unit Price”**). The minimum Capital Contribution for Class D Units shall be set from time to time by action of the Manager in accordance with Article 5. There shall be Two Million (2,000,000) Class D Units. The Class D Units shall be entitled to their pro rata portion of Distributable Cash. Class D Members shall be accepted into the Company by subscription and approval of the Manager. Each Class D Member agrees to make its Capital Contribution at the time the Member is accepted into the Company by the Manager. For the avoidance of doubt, Class D Members, together or individually, do not have any Voting Rights.

“Class D Preferred Return” means a prorated, non-compounded per annum internal rate of return of ten percent (10%) as provided on **Exhibit “3”** based on Class D Members’ Capital Contribution minus any return of capital from Distributable Cash or a Capital Transaction Event, if any. The Class D Preferred Return shall accrue six (6) months after deployment of funds. The Class D Preferred Return shall be paid from Distributable Cash, if at all, at times and amounts in the sole discretion of the Manager. The Class D Preferred Return is not guaranteed, meaning that the Class D Preferred Return will not be paid for any particular period if the Company does not have sufficient capital available to pay it or if the Manager in its sole discretion determines that it is in the best interests of the Company to retain such funds. Any Class D Preferred Return deficiencies will accrue and roll over to the following period. The Preferred Return allocation is payable from Distributable Cash only and does not extend to Net Capital Proceeds although Preferred Return deficiencies that accrue may be distributed from Net Capital Proceeds from time to time in the sole discretion of the Manager. For avoidance of doubt, the Class D Preferred Return will not start to accrue until six (6) months after the funds are deployed.

“Code” means the United States Internal Revenue Code of 1986, as amended, or any corresponding provision or provisions of any succeeding law and, to the extent applicable, the Income Tax Regulations.

“Company” means Quantum Space Fund, LLC, a Nevada limited liability company.

“Distributable Cash” means, for each for each Fiscal Year, the GAAP Profits from Company operations less (only to the extent not yet included in the adjustments made to determine to GAAP Profits for such Fiscal Year) the following to the extent paid, accrued or set aside by the Company: (a) all principal payments on indebtedness of the Company and all other sums paid by the Company to lenders; (b) all capital expenditures of the Company’s business, including but not limited to, any purchase commitments and commitments for any Financing Receivable; (c) such Reserves as the Manager deems reasonably necessary to the proper operation of the Company’s business; (d) cash available for Redemption pursuant to Section 4.19; and, (e) cash reserves set aside for all mandatory distributions owed to Members pursuant to Section 11.9.

“ERISA” mean the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“ERISA Investor” has the same meaning as “benefit plan investor” as defined in 29 C.F.R. §2510.3-101(f)(2), as amended. Currently a “benefit plan investor” includes pension plans, profit sharing plans, stock bonus plans, and individual retirement accounts.

“Financing Receivable(s)” refers to the amounts due to the Company (as lender) arising out of any loans and/or notes whose term has not reached maturity and whose principal and/or interest is outstanding and has not been collected by the Company.

“Fiscal Quarter” refers to one of four a three-month periods comprising the Company’s Fiscal Year. The Company’s Fiscal Quarters end on March 31, June 30, September 30, and December 31 of every year.

“Fiscal Year” refers to the completion of the Company’s 12-month accounting period. The Company’s Fiscal Year ends on December 31 of every year.

“Gross Revenue” means all income and other revenue of every kind and character received by the Company, without deduction of any kind.

“Income Tax Regulations” means, unless the context clearly indicates otherwise, the regulations in force as final or temporary that have been issued by the U.S. Department of the Treasury pursuant to its authority under the Code, and any successor regulations.

“Interest” means all of a Members ownership interest (within the meaning of the Act) and legal and equitable rights as an owner in the Company, including, without limitation, the Member’s share of the profits and losses of the Company, the right to receive distributions of the Company’s assets, any right to vote and any rights to participate in the management of the Company as provided in the Act and this Agreement.

“IRR” means internal rate of return, meaning the percentage rate earned on each dollar invested for each period it is invested. The Company will calculate the internal rate of return using the Excel IRR function, or similar function and/or software.

“Manager” means Quantum Space GP Holdings, LLC.

“Material Adverse Effect” means (a) a fact, effect, change, event or circumstance which is materially adverse to the ability of a Company to perform its obligations under this Agreement or to consummate the transactions contemplated by this Agreement or (b) a material impairment of the ability of the Company to perform its obligations under any Redemption Notice to which it is a party.

“Member” means any Person who holds a (i) Class A Interest; (ii) Class B Interest; (iii) Class C Interest; or (iv) Class D Interest.

“Net Capital Proceeds” means, the excess of sale or refinance revenue, over sales or refinance costs and fees, including but not limited to repayment of debt, sales commissions, sales fees, establishment of necessary Reserves, cash expenditures incurred incident to the sales process, refinance/origination fees, broker fees, and any other cash expenditures incurred in the sale or refinance of a Project. Any reserves returned to the Company by any lending institution or any other source may be considered a Capital Transaction Event and part of Net Capital Proceeds in the Manager’s sole discretion.

“Percentage Interest” means the allocable interest of each Member in the income, gain, loss, deduction or credit of the Company as set forth in the records of the Company. Percentage Interest includes the entire ownership interest of a Member in the Company at any particular time, including, without limitation, the right of such Member to participate in the Company’s income or losses, Distributable Cash and any and all rights and benefits to which a Member may be entitled pursuant to this Agreement and under the Act, together with the obligations of such Member to comply with all the terms and provisions of this Agreement and the Act. For matters described throughout this Agreement a Member’s Percentage Interest shall be calculated by adding all Membership Interests owned by the Member divided by the total outstanding Membership interests of the Company.

“Person” means a natural person or any partnership (whether general or limited and whether domestic or foreign), limited liability company, foreign limited liability company, limited life company, limited duration company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity or any other entity.

“Prime rate” refers to the prime interest rate that U.S. commercial banks charge their most creditworthy customers for loans. Like all loan rates, the prime interest rate is derived from the federal funds overnight rate, which is set by the Federal Reserve at meetings held eight times a year.

“Project” means an improved or unimproved parcel of real property which the Company intends to acquire and develop into Company Business with the proceeds of the Offering (in the aggregate, the **“Projects”** and each of such Projects individually a **“Project”**).

“Reserves” means the reasonable reserves established and maintained from time to time by the Manager, in amounts reasonably considered adequate and sufficient from time to time by the Manager to pay taxes, fees, insurances or other costs and expenses incident to the Company’s business.

“Unit” means each of the classes of Units, which collectively constitute all of the Interests of the Company. Each individual Unit constitutes a fractional part of the Interest of each Member in the Company representing the relative interest, rights and obligations a Member has with respect to certain economic rights, voting, and other items pertaining to the Company as set forth in this Agreement. Unless otherwise provided herein, references in this Agreement to Units of a Member include all or the portion of such Member’s Interest that is represented by or attributable to, or otherwise relates to, such Units. Whole numbers of Units may be issued by the Company and/or owned by Members and other transferees of Units.

“Unit Issue Date” refers to the date the Units were transferred to a Person.

“Unreturned Capital Contributions” of shall mean, for purposes of this Agreement, the total amount (in dollars) of all Capital Contributions made by the Members less the aggregate amounts paid to the Members by the Company to pay down the balance of their Capital Contributions.

ARTICLE 2 GENERAL PROVISIONS

Section 2.1 Name. The name of the Company shall be Quantum Space Fund, LLC, a Nevada limited liability company.

Section 2.2 Purpose of the Company. Notwithstanding any contrary provision in this Agreement, the Articles of Organization, or any other governing or organization documents of the Company to the contrary, the following shall govern the nature and principal purpose of the Company (the “Company Business”) and the purposes to be conducted and promoted by the Company (either directly, or indirectly, through one or more Subsidiaries), is to engage in the following activities:

- (1) raise capital to enable the Company to acquire properties and real estate-related investments and develop Projects;
- (2) own, improve, develop, redevelop, construct, reconstruct, maintain, operate, manage, supervise and dispose of such Projects;
- (3) to, subsequent to the Company’s initial investment in any Project, make additional investments in such Project (including any capital improvements or other improvements or alterations to any property constituting a Project or otherwise to protect the Company’s investment in any Project or to provide working capital for any Project) (an “Additional Investment”);
- (4) improve Projects to increase their value, operate, and sell the Projects and any other Company Business investments for a profit;
- (5) to exercise all powers and take all actions necessary, appropriate or convenient to the conduct, promotion or attainment of the Company Business or purposes otherwise set forth herein.
- (6) to enter into any transaction necessary including but not limited to financing agreements, management agreements, employment agreements in furtherance of the Company’s business;
- (7) to create any policies or procedures in furtherance of the Company’s business; and
- (8) to exercise all powers and take all actions necessary, appropriate or convenient to the conduct, promotion or attainment of the Company business or purposes otherwise set forth herein.

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this Company, which shall be permitted to engage in any other business activities without a formal amendment to this Agreement.

Section 2.3 Term. This Company shall continue in existence in perpetuity from the date of filing of its Articles of Organization with the Nevada Secretary of State, unless earlier dissolved pursuant to the Act or in accordance with this Agreement.

ARTICLE 3 COMPANY OFFICES

Section 3.1 Registered Office. The registered office of the Company in Nevada required by the Act shall be as set forth in the Company's Articles of Organization until such time as the registered office is changed in accordance with the Act.

Section 3.2 Principal Executive Office. The principal executive office for the transaction of the business of the Company shall be fixed by the Manager within or without the State of Nevada. The initial principal office address is 10869 N. Scottsdale Rd Suite 103 #150, Scottsdale, AZ 85254.

Section 3.3 Other Offices. The Manager may at any time establish other business offices within or without the State of Nevada.

ARTICLE 4 MEMBERS; LIMITED LIABILITY OF MEMBERS; CLASSES; INTERESTS OF MEMBERS; CERTIFICATES; VOTING RIGHTS; MEETINGS OF MEMBERS

Section 4.1 Members. Each Person admitted as a Member of the Company pursuant to the Act and this Agreement, shall be a Member of the Company until they cease to be a Member in accordance with the provisions of the Act, the Articles of Organization, or this Agreement. Upon the admission of any new Member, the Company shall update its records to reflect the name, address, Capital Contribution, and date admitted as a Member.

Section 4.2 Limited Liability. Except as expressly set forth in this Agreement or required by law, no Member shall be personally liable for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company.

Section 4.3 Nature of Membership Interest; Agreement Is Binding upon Successors. The Interests of Members in the Company constitute their personal property. No Member has any interest in any specific asset or property of the Company. In the event of the death or legal disability of any Member, the executor, trustee, administrator, guardian, conservator or other legal representative of such Member shall be bound by the provisions of this Agreement. If a Member who is not a natural person is dissolved or terminated, the successor of such Member shall be bound by the provisions of this Agreement.

Section 4.4 Certificates Evidencing Interests. It is not the intention to issue the Members certificates evidencing their Membership Units. However, the Company may issue to every Member of the Company a certificate signed by the Manager specifying the Interest of such Member. If a certificate for registered interests is worn out or lost, it may be renewed on production of the worn-out certificate or on satisfactory proof of its loss together with such indemnity as may be required by a resolution of the Manager.

Section 4.5 Classes of Members. The Company shall have four (4) classes of Members: Class A Members, Class B Members, Class C Members and Class D Members. Each such class of Members shall have the rights, powers, duties, obligations, preferences and privileges set forth in this Agreement. The names and addresses of the Members shall be maintained by the Company.

Section 4.6 Voting Rights

For all matters regarding voting throughout this Agreement, if the provision requires a vote of one class of Members, the Percentage Interest shall be calculated by using the total number of Membership Interests owned by all Members in that Class (whose votes on a certain matter align) divided by the total number of outstanding Membership Interests of that Class.

(A) Except as may otherwise be provided in this Agreement, the Act, or the Articles of Organization, each of the Class B, Class C, and Class D Members hereby waives their right to vote on any matters other than Section 4.6(B), Section 4.6(D), Section 5.11(C), Section 5.12, Section 14.4, and Section 17.2(A), and matters that cannot be waived under the Act. All other decisions will rest with the Manager, as outlined in Section 5.2 below. Notwithstanding anything contained herein, the Members shall not participate in the day-to-day management of the business of the Company.

(B) Subject to the Act and the Articles of Organization, the affirmative vote of two-thirds (2/3) of all Members shall be required to:

- (i) approve any loan to any Manager or any guarantee of a Manager's obligations;
- (ii) amend this Agreement in such a way that would result in a change to the Preferred Allocation as set forth on **Exhibit "1"** hereto as of the Effective Date or adversely affect the rights, or the interest in the capital, distributions, profits, or losses of any Member as set forth on **Exhibit "1"** hereto as of the Effective Date.

(C) Subject to the Act and the Articles of Organization, the affirmative vote of Class B, Class C and Class D Members holding not less than two-thirds Interests of the Company as a whole except for the Manager voting at a duly held meeting at which a quorum of each class is present shall be required to issue a Notice to Perform or remove the Manager for Cause pursuant to Section 5.11(C) below;

(D) An affirmative consent of seventy-five percent (75%) of all Members is required for any of the following matters:

- (i) To authorize an act that is not in the ordinary course of the business of the Company; and
- (ii) To amend the Articles of Organization of the Company or make substantive amendments to this Agreement.

(E) Without limiting the preceding provisions, no Person shall be entitled to exercise any voting rights as a Member until such Person (i) has been admitted as a Member, and (ii) has paid the Capital Contribution required hereunder.

Section 4.7 Place of Meetings. All meetings of the Members may be held at any place within the United States designated by the Manager. The meetings may occur in-person, telephonically, or digitally using available technology. The Manager shall have sole discretion as to the manner in which meetings of the Members are carried out.

Section 4.8 Meetings of Members. No annual meeting of the Members shall be required. Notwithstanding the foregoing, a meeting of the Members for the purpose of taking any action permitted to be taken by the Members hereunder may be called by the Manager. Upon request in writing that a meeting of Members be called for any proper purpose, the Manager shall cause notice to be given to the Members entitled to vote that a meeting will be held at a time established and set by the Manager. Such notices shall state: (1) the place, date and hour of the meeting; and, (2) those matters which the Manager, at the time of the mailing of the notice, intends to present for action by the Members.

Section 4.9 Quorum. The presence at any meeting in person or by proxy of Members holding not less than a majority of the Percentage Interests of the class or classes entitled to vote at such meeting shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the votes required to constitute a quorum.

Section 4.10 Waiver of Notice. The actions of any meeting of Members, however called and noticed, and wherever held, shall be as valid as if taken at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting, or an approval of the minutes thereof. The waiver of notice, consent or approval need not specify either the business to be transacted or the purpose of any regular or special meeting of Members, except that if action is taken or proposed to be taken for approval of any of those matters specified in Section 4.6 of this Agreement, the waiver of notice, consent or approval shall state the general nature of such proposal. All such waivers, consents or approvals shall be filed with the Company's records and made a part of the minutes of the meeting. Attendance of a Member at a meeting shall also constitute a waiver of notice of and presence at such meeting, except when the Member objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice but not so included, if such objection is expressly made at the meeting.

Section 4.11 Action by Members Without a Meeting. Any action which, under any provision of the Act or the Articles of Organization or this Agreement may be taken at a meeting of the Members, may be taken without a meeting, and without notice. Such action may be taken without a meeting if a written consent of such action, is signed by Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting with all of the voting Members as if the vote were taken during a meeting. All such consents shall be filed with the secretary of the Company and shall be maintained in the Company's records. Unless the consents of all Members entitled to vote have been solicited in writing, then (i) notice of any proposed Member approval of any of the matters set forth in Section 4.6(B) without a meeting by less than unanimous written consent shall be given to those Members entitled to vote who have not consented in writing at least five days before the consummation of the action authorized by such approval, and (ii) prompt notice shall be given of the taking of any other action approved by Members without a meeting by less than unanimous written consent to those Members entitled to vote who have not consented in writing.

Any Member giving a written consent, or the Member's proxyholders, or a personal representative of the Member or their respective proxyholders, may revoke the consent by a writing received by the Manager prior to the time that written consents of the number of votes required to authorize the proposed action have been filed with the Manager, but may not do so thereafter. Such revocation is effective upon its receipt by the Manager or, if there shall be no person then holding such office, upon its receipt by any other officer or Manager of the Company.

Section 4.12 Record Date. The Manager shall fix a time in the future as a record date (the “Record Date”) for the determination of the Members entitled to notice of and to vote at any meeting of Members or entitled to give consent to action by the Company in writing without a meeting, to receive any report, to receive any dividend or distribution, or any allotment of rights, or to exercise rights with respect to any change, conversion or exchange of interests. The Record Date so fixed shall be not more than Sixty (60) days nor less than ten (10) days prior to the date of any meeting, nor more than Sixty (60) days prior to any other event for the purposes of which it is fixed. When a Record Date is so fixed, only Members of record at the close of business on that date are entitled to notice of and to vote at any such meeting, to give consent without a meeting, to receive any report, to receive a dividend, distribution, or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any interests on the books of the Company after the Record Date, except as otherwise provided by statute or in the Articles of Organization or this Agreement.

Section 4.13 Members and Managers May Participate in Other Activities. Each Member and Manager of the Company, either individually or with others, shall have the right to participate in other business ventures of every kind, whether or not such other business ventures compete with the Company. No Member or Manager shall be obligated to offer to the Company or to the other Members any opportunity to participate in any such other business venture. Neither the Company nor the other Members shall have any right to any income or profit derived from any such other business venture of a Member, Manager or Affiliate. A Member or Manager may engage in incidental use of the Company’s computers, communication systems, or internet facilities for other business activities so long as such usage has no material impact upon the Company’s facilities and equipment.

Section 4.14 Members Are Not Agents. The management of the Company is vested in the Manager. The Members shall have no power to participate in the management of the Company except as expressly authorized by the Act, this Agreement or the Articles of Organization. No Member, acting solely in the capacity of a Member, is an agent of the Company nor does any Member, unless expressly and duly authorized in writing to do so by the Manager, have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, to execute any instrument on its behalf or to render it liable for any purpose. Any attempt to do so is null and void ab initio.

Section 4.15 Transactions of Members with the Company. Subject to any limitations set forth in this Agreement and with the prior written approval of the Manager, a Member may lend money to and transact other business with the Company, such as providing services for compensation. Subject to other applicable law, such Member has the same rights and obligations with respect thereto as a Person who is not a Member. Any such loan or other transaction shall not be deemed a Capital Contribution under this Agreement unless specifically approved upon, in writing, by the Manager.

Section 4.16 Withdrawal and Voluntary Redemption. No Class C or Class D Member may have the right to voluntarily or involuntarily withdraw, resign, or otherwise disassociate (a “Withdrawal” or to “Withdraw”) or request to redeem and receive a return of its Unreturned Capital Contributions and any unpaid distributions from the Company (a “Voluntary Redemption” or to “Voluntarily Redeem”) for a period of six (6) months from the Unit Issue Date (the “Lock-up Period”) applicable to said Class C Member or Class D Member except on the prior written consent of the Manager, which may be withheld, conditioned or delayed in Manger’s sole discretion.

During the Lock-Up Period, Class C Members and Class D Members may not submit Redemption Requests, defined below, and the Manager will not accept or approve Redemption Requests, except, pursuant to Section 4.23, in cases of (i) death of the Member, (ii) legal disability as defined in Internal Revenue Code Section 22(e)(3), or (iii) court order requiring redemption. The Company shall honor redemptions in these exceptional cases at the applicable Redemption Price, defined below, within thirty (30) days of receipt of appropriate documentation.

Section 4.17 Redemption Request Rights. Following expiration of the Lock-Up Period for a Class C and Class D Member's Units, a Class C or Class D Member ("Redeeming Member") shall have the right to submit a written notice to the Manager (the "Redemption Request") at any time thereafter to Withdraw and for the Company to Voluntarily Redeem said Member's Units up to one hundred percent (100%) of the then outstanding and Unreturned Capital Contribution amount held by the Redeeming Member at the time of request. The Redemption Request shall specify the amount of Capital Contribution to be Voluntarily Redeemed ("Request Amount"), *provided, however, that for the avoidance of doubt, a Member may only request the redemption of Capital Contributions that have been provided for longer than the Lock-up Period.* The Request Amounts shall in no case be less than one hundred percent (100%) of the Member's then Unreturned Capital Contribution at the time of the request. The Redemption Request shall be effective on the end of business of the day after said Redemption Request is actually received by the Company.

Upon receipt of a valid Redemption Request, the Manager shall approve or deny the request within thirty (30) days and provide the Redeeming Member with a redemption decision (the "Redemption Notice"). If approved, the Redemption Price shall be paid within thirty (30) calendar days of delivery of the Redemption Notice to the Member (the "Closing Date"). The Redemption Notice will state the Closing Date. The Manager shall have the right to redeem all of a Member's Class C Units or Class D Units, as applicable, at any time by payment of Unreturned Capital Contribution and any accrued but unpaid preferred return applicable and the Redemption Notice shall specify the number of Units Voluntarily Redeemed ("Redemption Units"). The Company shall calculate and document the Redemption Price and provide it to the Member with the Redemption Notice.

Section 4.18 Redemption Price. The "Redemption Price" shall be equal to the sum of the Member's Unreturned Capital Contributions balance and accrued preferred return distributions. The Redemption Price shall be up to one hundred percent (100%) of the Unreturned Capital Contributions balance. The Redeeming Members shall be entitled to any Class C Preferred Return or Class D Preferred Return distribution payable to such Member through the end of month prior to the date of the Redemption Request.

Section 4.19 Redemption Reserve; Sufficient Cash Available for Redemption. The Company shall maintain a separate account to fund redemption requests (the "Redemption Reserve"). Funds will be continuously inserted into the Redemption Reserve from Gross Revenues and strictly at the discretion of the Manager. The target level of the available and accessible Redemption Reserve shall be five percent (5%) of aggregate Capital Contributions from Class C Members and Class D Members, with a minimum cash available for redemption level of two hundred fifty thousand U.S. dollars (\$250,000) and a maximum cash available for redemption level of seven and one-half percent (7.5%) of aggregate Capital Contributions ("Cash Available for Redemption"). The Manager may deny or defer redemption requests if approval would reduce available cash below the Cash Available for Redemption. Notwithstanding anything contained herein to the contrary, the Company's ability to meet Redemption Requests is wholly contingent upon the sufficiency and availability of Cash Available for Redemption and the acceptance of a Redemption Request, in part or in whole, shall be subject to Manager's sole and absolute discretion. The Manager may fulfill a Redemption Request and pay the Redemption Price in one payment. The Redemption Price shall be determined at the time the Redemption Request is received by the Manager and shall be determined at the sole discretion of the Manager.

Section 4.20 Material Adverse Effect. The Manager may defer redemption payments if the Company is experiencing a Material Adverse Effect. Such events include market declines, force majeure events, operational impairment of resorts, insufficient liquid assets, or regulatory restrictions. Redemption payments may be deferred during a Material Adverse Effect. Upon the Manager's determination that a Material Adverse Effect occurs, the Manager shall provide an individual written notice to each affected Redeeming Member, specifying the nature of the event and a Closing Date extension ("MAE Notice"). The Company intends to accept redemption requests when practicable but Members acknowledge that: (i) redemption rights could be limited and subject to Material Adverse Effect restrictions; (ii) the Manager retains discretion to approve or deny redemptions; (iii) redemptions depend on available Gross Revenue from operations; (iv) the Company may lack sufficient Cash Available for Redemption to accept all redemption requests simultaneously; and (v) Redeeming Members should assume capital will not be accessible for at least six (6) months thereafter, and potentially longer, if Material Adverse Effects occur.

Section 4.21 Redemption Requests Terms. Closing on the redemption of Redemption Units may only occur after the Unreturned Capital Contribution balance is zero and the unpaid, accrued preferred return amounts are paid. After delivery of the Redemption Notice to the Member, the Company shall tender cash or other readily available funds to the Redemption Members in payment of the Redemption Price for the Request Amount. Upon receipt by each Redeeming Member of the Redemption Price due to said Member for said Member's Request Amount, said Redeeming Member shall promptly execute and deliver any documents of transfer requested by the Company to evidence such redemption. The Company may assess a reasonable processing fee (the "Processing Fee") per Redemption Request. The Company may, in its discretion, assess this Processing Fee against the Redemption Price calculated for the Redeeming Member. Notwithstanding Section 11.1, or anything else herein, to the contrary, the Redeeming Member is not eligible to receive distributions (made pursuant to Section 11.1 or otherwise) on Redemption Units in the month in which said Member has been Voluntarily Redeemed for said Redemption Units. Upon the receipt of a Redemption Request by the Manager, Member forfeits any distribution that would otherwise be owed to Member for the month the Redemption Request was made. For example, if a Redemption Request was received on February 19, the Member will only be entitled to the distribution owed to Member up to January 31 and Member would forfeit any distribution owed to Member for February and additional distributions that would be ongoing determined. After the Manager has approved a Redemption Request and submitted a Redemption Notice to the Redeeming Member, the Redeeming Member shall retain all membership rights including liquidation rights, with the exception of Section 11.1, until payment of the Redemption Price is received in full. In the event the Redemption Request for the Redeeming is approved, once the Unreturned Capital Contribution balance is zero and the accrued, unpaid preferred return distributions are fully paid for by the Company, the Redeeming Member will no longer be a Member of the Company.

Section 4.22 Mandatory Redemptions Applicable to ERISA Investors. The Company may issue Units to an ERISA Investor in exchange for Capital Contribution(s) and the Manager may admit such ERISA Investor as a Member subject to the terms hereof; provided, that the Manager shall only accept Capital Contributions from an ERISA Investor and issue Units in exchange thereof (and admit said ERISA Investor as a Member if applicable) if, after said issuance, the Units held by ERISA Investors, collectively, would be less than twenty five percent (25%) of the Units then outstanding. At all times, the number of Units held by ERISA Investors shall be less than twenty-five percent (25%) of all Units then outstanding. For purposes of this calculation, the term "Member" shall include Assignees. This limitation shall be referred to as the "ERISA Investor Restriction." If as a result of a Member Withdrawal, redemption or otherwise or issuance of additional Units, the Company violates or will violate the ERISA Investor Restriction, the Manager has the right, exercisable in its sole discretion, to cause the Company to redeem outstanding Units that are then held by ERISA Investors, on a pro rata basis, as is or may be necessary to ensure that the Company does not violate the ERISA Investor Restriction. In the event the Manager determines to exercise its rights under this Section 4.22, the Manager shall give each ERISA Investor immediate written notice of said determination, and in such Writing shall advise each ERISA Investor of the number of Units to be redeemed from said Investor, the effective date of such redemption and the Redemption Price to be paid to such Investor. Upon the effective date of such redemption, the Manager shall cause the Company to tender to each ERISA Investor the Redemption Price applicable to said Investor as directed by said Investor. No fees shall be assessed by the Company on a redemption occurring pursuant to this Section.

Section 4.23 Company Option to Redeem. If a Class C Member's Units or Class D Member's are transferred due to said Class C Member's or Class D Member's death or by any court or other judicial authority, including, but not limited to, Transfers ordered in a Bankruptcy proceeding, divorce, or as a result of garnishment, attachment or execution (the "**Involuntary Transfer**" or "**Involuntary Transferred Units**"), the Company has the option, exercisable in its sole and exclusive discretion, to redeem all, but not less than all, of the Involuntary Transferred Units for the Redemption Price. Within thirty (30) Business Days after the date on which the Company receives written notice of the applicable event, the Company shall provide written notice of its exercise of its option to redeem to the Member, the court and the proposed assignee and/or the successor of the Class C Member or Class D Member (the "**Successor**") as applicable (the "**Option Notice**"). The redemption price for the Involuntary Transferred Units shall be an amount equal to their Redemption Price less the Processing Fee and less all any and all loss, liability, damages, loss and expenses incurred by the Company as a result of or related to the Involuntary Transfer. In the event the Company has an offset rights hereunder and exercises the same, then the Company shall notify in writing the Class C Member or Class D Member, the court and/or Successor, as applicable, of the amount of offset, with reasonable detail and documentation regarding the same, and shall provide the amount of the Redemption Price as reduced by any offset.

(A) The closing of the redemption of the Involuntary Transferred Units may occur electronically or as the Manager may determine and shall take place within a reasonable amount of time after the Option Notice is sent by the Manager.

(B) Notwithstanding anything else contained herein to the contrary, the Successor and/or the applicable Class C Member or Class D Member shall merely be an assignee from and after the date of the applicable event causing the Involuntary Transfer, and such Successor and/or the applicable Class C Member or Class D Member shall thereafter have no right to exercise rights of a Class C Member or Class D Member hereunder.

(C) In the event that any Successor and/or the applicable Member ("**Defaulting Person**") shall be required to sell its Involuntary Transfer Units hereunder, and in the further event that Defaulting Person is unable to, or for any reason does not, deliver such Involuntary Transfer Units and necessary documentation to the Company and the Manager in accordance with the applicable provisions of this Agreement, then the Company may deposit the applicable Redemption Price for such Involuntary Transfer Units, by certified check, wire, ACH, or direct deposit of cash with the Company's primary bank, as agent or trustee, or in escrow, for such Defaulting Person, to be held by the bank until withdrawn by such Defaulting Person. Upon the deposit of the Redemption Price as provided for herein and upon notice in writing to the Defaulting Person, the Involuntary Transfer Units of such Defaulting Person to be redeemed shall at such time be deemed to have been redeemed by and conveyed to the Company, and such Defaulting Person shall have no further rights thereto, and the Company shall record the redemption in its books and records.

ARTICLE 5 MANAGEMENT OF THE COMPANY

Section 5.1 Manager. The business and affairs of the Company shall be managed, and all its powers shall be exercised by or under the direction of the Manager.

Section 5.2 Powers of the Manager. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Manager shall have the following powers and authorities:

(A) To conduct, manage and control the business and affairs of the Company and to make such rules and regulations as the Manager shall deem to be in the best interests of the Company;

(B) to appoint and remove officers, agents and employees of the Company, prescribe their duties and fix their compensation;

(C) to lend money and borrow money and incur indebtedness for the purposes of the Company and to cause to be executed and delivered therefor, in the Company's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, guaranty agreements, hypothecations or other evidence of debt and securities therefor;

(D) to designate an executive and/or other committees to serve at the pleasure of the Manager, and to prescribe the manner in which proceedings of such committees shall be conducted;

(E) to lease, rent, acquire real and personal property, arrange financing and enter into contracts;

(F) to act as agent of the Company for in front of regulatory, administrative, other governmental bodies, utilities, or any other body;

(G) to enter into any business arrangement with affiliated or unaffiliated third parties including entering into a joint venture, partnership, joint tenancy, merger transaction, or any other arrangement with any third party.

(H) to make all other arrangements and do all things which are necessary or convenient to the conduct, promotion or attainment of the business, purposes, or activities of the Company.

Section 5.3 Agency Authority of Manager. The Manager, acting alone, is authorized to endorse checks, drafts, and other evidence of indebtedness made payable to the order of the Company.

Section 5.4 Limited Liability. Except as expressly set forth in this Agreement or required by law, no Manager shall be personally liable for any debt or obligation of the Company.

Section 5.5 Standards of Conduct; Modification of Duties.

(A) Notwithstanding any other provision of this Agreement or other applicable law, whenever in this Agreement or any other agreement contemplated hereby or otherwise, the Manager, in its capacity as the manager of Company, is permitted to or required to make a decision, the Manager shall be entitled to consider only such interests and factors as it desires, including its own interests, to give any consideration to any interest of or factors affecting Company or the Members, and shall not be subject to any other or different standards imposed by this Agreement, any other agreement contemplated hereby, under the Act or under any other law, rule or regulation.

(B) Except as is provided in Section 5.5(C), the Members acknowledge and agree that the Manager, in managing the Company, does not owe any fiduciary duties to the Members and/or to the Company including: (1) the duty of good faith; and, (2) the duty of fair dealing.

(C) The Manager shall not exercise its duty of good faith and fair dealing in a manner below (1) the standard of willful or intentional misconduct; (2) gross negligence; or, (3) knowing violation of the law by the Manager.

(D) The Members hereby waive any right to bring direct or derivative claims for breach of fiduciary duty (duties) that they, as Members, may have against the Manager (1) as Members; or, (2) on behalf of the Company, unless such claims violate the standards as stated under Section 5.5(C).

(E) This Section 5.5 is written and agreed to pursuant the Act and applicable Nevada law, whether such law is derived from statute, regulation, common law, or in equity.

5.6 Duties of Manager to Creditors. Except as expressly set forth in this Agreement, to the fullest extent permitted by law, the Manager shall not have any duties or liabilities, including fiduciary duties other than the duties of good faith and fair dealing as limited through Section 5.5, to any Member as creditor or any other creditor of Company, and the provisions of this Agreement.

5.7 No Duty of Manager to Members Tax Consequences. The Members expressly acknowledge that the Manager is under no obligation to consider the separate interests of the Members (including, without limitation, the tax consequences to Members) in deciding whether to cause Company to take (or decline to take) any actions, and the Manager shall not be liable for monetary damages for losses sustained, liabilities incurred or benefits not derived by Members in connection with such decisions.

5.8 Manager's Protection from Apparent Authority. The Manager shall be protected when acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, or other paper or document believed by Manager to be authorized or genuine and to have been signed or presented by person(s) with proper authority.

5.9 Manager May Consult. The Manager may consult with legal counsel, accountants, appraisers, management consultants, investment bankers, or other consultants and advisers selected by them. Any action taken or not taken by Manager in reliance upon the advice or opinion of such advisors (as to matters that the Manager reasonably believes to be within such Person's professional or expert competence) shall raise a conclusive presumption that such action or non-action was taken in good faith and in accordance with such advice or opinion.

5.10 Authority to Delegate. The Manager shall have the right, with respect to any of their powers or obligations as provided in this Agreement, to act through any of their duly authorized officers or any duly appointed agent, attorney, or attorneys-in-fact. Each such agent or attorney shall, to the extent provided by the Manager in written the power of attorney, have full power and authority to do and perform each and every act and duty that is permitted or required to be done by the Manager as provided in this Agreement.

Section 5.11 Election and Removal of Manager. The initial Manager shall be Quantum Space GP Holdings, LLC, a Nevada limited liability company. Quantum Space GP Holdings, LLC shall be the Manager of the Company until the dissolution of the Manager or until the Manager is removed pursuant to this Section 5.11.

(A) Except as otherwise provided by the Act or the Articles of Formation, the Manager shall hold office until dissolution, his or her death, mental incompetence, resignation, or removal.

(B) Removal of Manager for Cause. Class B, Class C and Class D Members who collectively own two-thirds (2/3) of the Interests shall issue a notice (the "Notice to Perform") to the Manager in accordance with the notice provision in this Agreement. The Notice to Perform shall describe the matters of concern to the Members and shall give the Manager up to sixty (60) days to correct the matter of concern to the satisfaction of the voting Members. If the Manager fails to respond to the concerns or demands contained in such Notice to Perform then the Manager may be immediately removed, temporarily or permanently, "for Cause" determined by: (a) a vote of the Members pursuant to Section 5.11(C), or (b) by an arbitrator or judge per Section 17.9. of this Agreement. Note, however, that removal of the Manager shall require approval of a lender or substitution of a loan guarantor if any loan was conditioned on the qualifications of the Manager.

(C) The Manager may be removed for Cause upon the affirmative vote of two-thirds (2/3) of the Class B, Class C, and Class D Members. For purposes of removal of a Manager, “for Cause” shall mean any of the following:

(i) Material breach or default (and subsequent failure to cure or commence to cure) by the Manager of any material term or obligation under this Agreement that is not waived in writing by a majority of Members holding not less than 51% (fifty-one percent) of the Class B, Class C, and Class D Units or cured (or the cure has not commenced) within sixty (60) days of notice of the alleged breach or default;

(ii) The knowing, willful and continued failure of the Manager to materially and substantially perform Manager’s customary duties (other than due to such party’s death or incapacity due to physical or mental illness), the reckless disregard of the performance of Manager, or the willful engaging by the Manager in gross misconduct or negligence in both events which is materially and substantially injurious to the Company, monetarily or otherwise; or

(iii) Knowingly and intentionally making materially false, misleading, or inaccurate statements in connection with the rendering of services as a Manager that results in material and substantial financial damage to the Company.

5.12 Resignation or Dissolution/Death/Disability of Manager. The Manager may resign at any time by giving written notice to the Members without prejudice to the rights, if any, of the Company under any contract to which such Manager is a party. The resignation of a manager shall take effect upon receipt of that notice or at such later time as shall be specified in the notice; and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

In the event of death or incompetence of Lucas Entler, the Company’s CEO and principal of the Manager, all management rights shall transfer to Calvanta, LLC (“Calvanta”), a Delaware limited liability company. Calvanta shall appoint a replacement Quantum CEO within sixty (60) days. The Company’s investment period will pause until a new CEO is appointed. If no CEO is appointment is made with ninety (90) days, termination of the Company may be activated by a vote of two-thirds (2/3) of the Class B, Class C, and Class D Members.

Section 5.13 Manager May Engage in Other Activities. The Manager of the Company shall have the right to participate in other business ventures of every kind, whether or not such other business ventures compete with the Company. No Manager shall be obligated to offer to the Company or its Members any opportunity to participate in any such other business venture. The Company shall not have any right to any income or profit derived from any such other business venture of the Manager.

This Section 5.13 applies to the Persons who control the Manager, as well as the Manager. Those Persons are permitted to participate in other business ventures and such Persons shall not be liable to the Company or the Members for participating or spending their time in other business ventures.

Section 5.14 Transactions of the Manager with the Company. The Manager may lend money to and transact other business with the Company. Subject to applicable law, the Manager has the same rights and obligations with respect thereto as a Person who is not a Member or Manager. In the event the Manager transacts with the Company, such transaction shall have commercially reasonable terms for similar transactions in the area in which the transaction took place. Manager may authorize an affiliated or unaffiliated third party to act on behalf of the Company with respect to such a transaction with the Manager. No presumption of breach of fiduciary duties or bad faith shall arise if Manager does not appoint an agent to represent the Company in a transaction with the Manager. If the terms of the transaction are on commercially reasonable terms for similar transactions in the area in which the transaction took place, then it shall be presumed that Manager acted in accordance with their duties and in good faith arising from this Agreement and in law or equity.

Section 5.15 Compensation of Manager.

The Manager shall be entitled to the following fees:

- (A) **Management Fee:** means a fee paid to Manager by Company for fulfilling management and administration duties required to effectuate improvement(s) of Company Project. For years 1-3, the Company shall pay to the Manager a fee equal to one and one-half percent (1.5%) of Gross Revenues. For years 4-7, the Company shall pay to the Manager a fee equal to one percent (1.0%) of Gross Revenues. This fee shall be payable in twelve (12) payments due to the Manager at the end of each month and calculated based on the Gross Revenues for the previous month. If after the annual accounting, the Management Fees that were paid to the Manager over the Fiscal Year are in excess of the amount actually owed to the Manager over the Fiscal Year, the Manager will have the option between (1) paying the Company the difference in dollars over one payment; or, (2) deducting the difference from the monthly Management Fee payments to Manager until the difference balance is zero.
- (B) **Asset Acquisition Fee:** means a fee paid to Manager by Company following the purchase of a Property on behalf of the Company. The Manager shall be entitled to receive a fee, levied in the Manager's sole discretion, equal to one percent (1.0%) of the book value of the Property acquired by the Company payable to the Manager after the closing and settlement of the respective Company asset acquisition.
- (C) **Development Fee:** means a fee paid to Manager by Company for fulfilling management and administration duties required to effectuate improvement(s) of Company Projects. The Manager shall be entitled to receive a fee, levied in the Manager's sole discretion, equal to four percent (4.0%) of the total project expenses attributable to the improvement of a Company Project payable to the Manager monthly during the phase of the Company's Project ground up development plans.
- (D) **Construction Management Fee:** means a fee paid to Manager by Company for fulfilling management and administration duties required to effectuate improvement(s) of Company Projects. The Manager shall be entitled to receive a fee, levied in the Manager's sole discretion, equal to five percent (5.0%) of the gross costs attributable to constructing of a Company Project payable to the Manager at the completion of the Company's Project ground up development plans.

5.16 Expenses Borne by Manager. In the event Manager incurs expenses on behalf of the Company, the Company shall reimburse Manager for such expenses if such expenses are reasonable and in furtherance of the Company's purposes and objectives.

5.17 Representative.

(A) For taxable years beginning after December 31, 2025 (or any earlier year, if the Managers, so elects), the Managers shall designate a Company representative (in such capacity, the "Company Representative") to act under Section 6223 of the Code as amended by the Bipartisan Budget Act of 2015 (or any successor thereto) (the "2015 Act") and in any similar capacity under state, local or non-U.S. law, as applicable. The Company Representative may be removed and replaced by the Managers at any time in its sole discretion. Notwithstanding anything else to the contrary in this Agreement, the Company Representative shall apply the provisions of subchapter C of Chapter 63 of the Code, as amended by the 2015 Act (or any successor rules thereto), or similar provisions of state, local or non-U.S. tax law, with respect to any audit, imputed underpayment, other adjustment, or any such decision or action by the Internal Revenue Service (or other tax authority) with respect to the Company or the Members for such taxable years, in the manner determined by the Company Representative with the approval of the Manager.

(B) The Company Representative shall keep the Members informed of any inquiries, audits, other proceedings or tax deficiencies assessed or proposed to be assessed (of which the Company Representative is actually aware) by any taxing authority against the Company or the Members.

(C) So long as the Company satisfies the provisions of Sections 6221(b)(1)(B) through (D) of the Code, the Company Representative, with the approval of the Managers, may cause the Company to make the election set forth in Section 6221(b)(1) of the Code so that the provisions of Subchapter C of Chapter 63 of the Code shall not apply to the Company. If such election is made the Company Representative shall provide the proper notice to each Member in accordance with Section 6221(b)(1)(E).

(D) Provided the election described above is not in effect, in the case of any adjustment by the IRS in the amount of any item of income, gain, loss, deduction, or credit of the Company or any Member's distributive share thereof (the "IRS Adjustment"), the Company Representative shall respond to such IRS Adjustment in accordance with either Section 5.17(E) or Section 5.17(F).

(E) In accordance with section 6225 of the Code as enacted under the 2015 Act, the Company Representative may cause the Company to pay an imputed underpayment as calculated under section 6225(b) of the Code with respect to the IRS Adjustment, including interest and penalties (the "Imputed Tax Underpayment") in the Adjustment Year. The Company Representative shall use commercially reasonable efforts to pursue available procedures to reduce any Imputed Tax Underpayment on account of any Member's tax status. Each Member agrees to amend its U.S. federal income tax return(s) to include (or reduce) its allocable share of the Company's income (or losses) resulting from an IRS Adjustment and pay any tax due with such return as required under Section 6225(c)(2) of the Code, even if an Imputed Tax Underpayment liability of the Company or IRS Adjustment occurs after the Member's withdrawal from the Company. The Company Representative may elect at his/its sole discretion to follow and implement the Centralized Partnership Audit Regulations and thereby address any tax issues at the Company level.

(F) Alternatively, the Company Representative may elect under section 6226 of the Code as implemented under the 2015 Act to cause the Company to issue adjusted Internal Revenue Service Schedules "K-1" (or such other form as applicable) reflecting a Member's shares of any IRS Adjustment for the Adjustment Year.

(G) Each Member does hereby agree to indemnify and hold harmless the Company, Manager and Company Representative from and against any liability with respect to the Member's proportionate share of any Imputed Tax Underpayment or other IRS Adjustment resulting in liability of the Company, regardless of whether such Member is a Member in the Company in an Adjustment Year, with such proportionate share as reasonably determined by the Managers, including the Managers' reasonable discretion to consider each Member's interest in the Company in the Reviewed Year and a Member's timely provision of information necessary to reduce the amount of Imputed Tax Underpayment set forth in section 6225(c) of the Code. This obligation shall survive a Member's ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company.

(H) Each Member does hereby agree to indemnify and hold harmless the Company, the Manager and Company Representative from and against any liability with respect to the Member's proportionate share of any item of income, gain, loss, deduction, or credit of the Company or any Member's distributive share thereof reported on an adjusted Internal Revenue Service Schedule K-1 received by the Company with respect to any entity in which the Company holds an ownership interest and which results in liability of the Company, regardless of whether such Member is a Member in the Company in an Adjustment Year, with such proportionate share as reasonably determined by the Managers, including the Manager's reasonable discretion to consider each Member's interest in the Company in the Reviewed Year and a Member's timely provision of information necessary to reduce the amount of Imputed Tax Underpayment set forth in section 6225(c) of the Code. This obligation shall survive a Member's ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company.

ARTICLE 6 MEETINGS OF MANAGER

Section 6.1 Place of Meetings. So long as there is only one Manager, no notice of Meetings of the Manager shall be required and the Manager may conduct its business at any place within or without the State of Nevada that has been designated from time to time by the Manager.

Section 6.2 Action by Managers Without a Meeting. Any action required or permitted to be taken by the Manager may be taken without a meeting if the Manager shall consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Manager.

ARTICLE 7 OFFICERS

Section 7.1 General. The Manager may determine from time to time to appoint one or more individuals as officers of the Company. An officer need not be a Member or Manager of the Company, and any number of offices may be held by the same person. The Manager shall determine the nature and extent of the duties to be performed by any officer, which shall be reduced to writing. Officers may be designated from time to time by the Manager at Manager's sole discretion. Officers may include a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer and one or more Vice-Presidents and such other officers as may be designated from time to time by the Manager at Manager's sole discretion.

Section 7.2 Appointment and Removal. The officers shall be appointed by the Manager. Each officer, including an officer elected to fill a vacancy, shall hold office at the pleasure of the Manager. Any officer may be removed, with or without cause, at any time by the Manager.

Section 7.3 Employment Agreement. Each officer may be required to sign an employment agreement that may delineate the duties, obligations, authorizations, compensation, and covenants that an officer must agree to as a condition precedent appointment. Such an employment agreement may identify itself as confidential. If identified as confidential, Members will not have a right as Members to receive or inspect such an employment agreement. The duties, obligations, authorizations, and covenants arising from such an employment agreement with an officer are independent of this Agreement and may survive appointment of an officer under this Agreement.

ARTICLE 8 CAPITAL CONTRIBUTIONS

Section 8.1 Capital Contributions. Each Class C Member and Class D Member shall make a cash or services contribution to the Company's capital in the amount shown in the subscription agreement provided to a Member at the time the Membership interests are purchased. Except as provided in this Agreement, no Member may withdraw his or her Capital Contribution.

Section 8.2 Capital Accounts. The Company shall maintain for each Member a separate Capital Account in accordance with Treasury Regulations section 1.704-1(b). Upon a valid transfer of a Membership Interest in accordance with Article 9 such Member's Capital Account shall carry over to the new owner.

Section 8.3 No Interest. No Member shall be entitled to interest on its Capital Account.

Section 8.4 Additional Capital Contributions.

No Member shall be obligated to contribute additional capital to the Company in addition to the initial Capital Contribution. No Member shall be permitted or authorized to make any additional Capital Contribution without the prior approval or at the request of the Manager. Additional Capital Contributions may be necessary to accomplish the purposes and objectives of the Company. The Class C Members and Class D Members acknowledge that their Membership Interests may change (including being diluted) from time to time as a result of adding new Members to obtain additional Capital Contributions or from the voluntary funding of a Member(s)'s additional Capital Contributions. With respect to any additional Capital Contribution, the price per Membership Interest shall be the price of the relevant class of Membership Interests at the time the additional Capital Contribution is approved by the Manager, as set by the Manager from time to time.

Such Member or Members making additional Capital Contributions shall receive a Capital Account credit for each such additional Capital Contribution at the time and in the amount that such Capital Contribution is received by the Company and the related Percentage Interests shall be adjusted accordingly in the records of the Company.

In the event the Member has an obligation under this Agreement or another instrument to make an additional capital contribution, the terms of that agreement will bind the Company and the Member, including any agreements as to the Price per Share.

Section 8.5 No Withdrawal. Except as expressly provided in this Agreement, no Class C Member or Class D Member shall have the right to withdraw from the Company all or any part of his or its Capital Contribution without the written consent of the Manager.

Section 8.6 Receipt of Capital Contribution upon Dissolution. No Member shall receive any part of his or its Capital Contribution upon the dissolution of the Company until:

(A) all liabilities of the Company, except liabilities to Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them; or,

(B) the Articles of Organization or this Agreement is canceled or so amended as to permit the withdrawal or reduction of Capital Contributions by Members.

Section 8.8 Cash Only. A Member, irrespective of the nature of his or its Capital Contribution, shall only have the right to demand and receive cash in return for his or its Capital Contribution.

ARTICLE 9 CAPITAL ACCOUNTS

Section 9.1 A single Capital Account shall be established and maintained for each Member (regardless of the class of Interests owned by such Member and regardless of the time or manner in which such Interests were acquired) in accordance with the capital accounting rules of Section 704(b) of the Code, and the regulations thereunder (including without limitation Section 1.704-1(b)(2)(iv) of the Income Tax Regulations). In general, under such rules, a Member's Capital Account shall be:

(A) increased by: (i) the amount of money contributed pursuant to Article 8 by the Member to the Company (including the amount of any Company liabilities that are assumed by such Member other than in connection with distribution of Company property); and, (ii) allocations to the Member of Company income and gain (or item thereof), including income and gain exempt from tax; and

(B) decreased by (i) the amount of money distributed to the Member by the Company (including the amount of such Member's individual liabilities that are assumed by the Company other than in connection with contribution of property to the Company), (ii) allocations to the Member of expenditures of the Company not deductible in computing its taxable income and not properly chargeable to capital account, and (iii) allocations to the Member of Company loss and deduction (or item thereof).

Section 9.2 Where Section 704(c) of the Code applies to Company property or where Company property is revalued pursuant to paragraph (b)(2)(iv)(t) of Section 1.704-1 of the Income Tax Regulations, each Member's Capital Account shall be adjusted in accordance with paragraph (b)(2)(iv)(g) of Section 1.704-1 of the Income Tax Regulations as to allocations to the Members of depreciation, depletion, amortization, and gain or loss, as computed for book purposes with respect to such property.

Section 9.3 The Members shall direct the Company's accountants to make all necessary adjustments in each Member's Capital Account as required by the capital accounting rules of Section 704(b) of the Code and the regulations thereunder. Ten or more Members, acting collectively, shall notify the Manager of any non-*de minimus* adjustments such Members believe that the Members' Capital Accounts require. The Company may cure any discrepancies after an analysis at the Manager's sole discretion. After analysis of the Members' Capital Accounts, if there is a dispute, the Company and the Members shall make a good faith effort to resolve the issue. If such cannot be resolved, the Company shall hire an independent Certified Public Accountant ("CPA") to make a determination. The Company and the Member(s) agree to be bound by the independent CPA's determination.

ARTICLE 10 ALLOCATION OF PROFITS AND LOSSES; TAX AND ACCOUNTING MATTERS

Section 10.1 Allocations. Each Member's distributive share of income, gain, loss, deduction or credit (or items thereof) of the Company as shown on the annual federal income tax return prepared by the Company's accountants or as finally determined by the United States Internal Revenue Service or the courts, and as modified by the capital accounting rules of Section 704(b) of the Code and the Income Tax Regulations thereunder shall be determined as follows:

(A) **Allocations.** Except as otherwise provided in this Section 10.1:

(i) items of income, gain, loss, deduction or credit (or items thereof) shall be allocated among the Members in proportion to their Percentage Interests, if any, except that items of loss or deduction allocated to any Member pursuant to this Section with respect to any taxable year shall not exceed the maximum amount of such items that can be so allocated without causing such Member to have a deficit balance in his or its Capital Account at the end of such year, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations. Any such items of loss or deduction in excess of the limitation set forth in the preceding sentence shall be allocated as follows and in the following order of priority:

(a) first, to those Members who would not be subject to such limitation, in proportion to their Percentage Interests, and

(b) second, any remaining amount to the Members in the manner required by the Code and Income Tax Regulations.

(ii) Subject to the provisions of Article 8 of this Agreement, the items specified in this Section 10.1 shall be allocated to the Members as necessary to eliminate any deficit Capital Account balances.

(B) Allocations With Respect to Property. Solely for tax purposes, in determining each Member's allocable share of the taxable income or loss of the Company, depreciation, depletion, amortization and gain or loss with respect to any contributed property, or with respect to revalued property where the Company's property is revalued pursuant to paragraph (b)(2)(iv)(f) of Section 1.704-1 of the Income Tax Regulations, shall be allocated to the Members in the manner (as to revaluations, in the same manner as) provided in Section 704(c) of the Code. The allocation shall take into account, to the full extent required or permitted by the Code, the difference between the adjusted basis of the property to the Member contributing it (or, with respect to property which has been revalued, the adjusted basis of the property to the Company) and the fair market value of the property determined by the Members at the time of its contribution or revaluation, as the case may be.

(C) Minimum Gain Chargeback. Notwithstanding anything to the contrary in this Section 10.1, if there is a net decrease in Company Minimum Gain or Company Nonrecourse Debt Minimum Gain (as such terms are defined in Sections 1.704-2(b) and 1.704-2(i)(2) of the Income Tax Regulations, but substituting the term "Company" for the term "Partnership" as the context requires) during a Company taxable year, then each Member shall be allocated items of Company income and gain for such year (and, if necessary, for subsequent years) in the manner provided in Section 1.704-2 of the Income Tax Regulations. This provision is intended to be a "minimum gain chargeback" within the meaning of Sections 1.704-2(f) and 1.704-2(i)(4) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.

(D) Qualified Income Offset. Subject to the provisions of Section 10.1(C), but otherwise notwithstanding anything to the contrary in this Section 10.1, if any Member's Capital Account has a deficit balance in excess of such Member's obligation to restore his or its Capital Account balance, computed in accordance with the rules of paragraph (b)(2)(ii)(d) of Section 1.704-1 of the Income Tax Regulations, then sufficient amounts of income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year) shall be allocated to such Member in an amount and manner sufficient to eliminate such deficit as quickly as possible. This provision is intended to be a "qualified income offset" within the meaning of Section 1.704-1(b)(2)(ii)(d) of the Income Tax Regulations and shall be interpreted and implemented as therein provided.

(E) Depreciation Recapture. Subject to the provisions of Section 704(c) of the Code and Sections 8.2 – 8.4 of this Agreement, gain recognized (or deemed recognized under the provisions hereof) upon the sale or other disposition of Company property, which is subject to depreciation recapture, shall be allocated to the Member who was entitled to deduct such depreciation.

(F) Loans. If and to the extent any Member is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, any corresponding resulting deduction of the Company shall be allocated to the Member who is charged with the income. Subject to the provisions of Section 704(c) of the Code and Sections 10.1.(B) – 10.1(D) of this Agreement, if and to the extent the Company is deemed to recognize income as a result of any loans pursuant to the rules of Sections 1272, 1273, 1274, 7872 or 482 of the Code, or any similar provision now or hereafter in effect, such income shall be allocated to the Member who is entitled to any corresponding resulting deduction.

(G) Tax Credits. Tax credits shall generally be allocated according to Section 1.704-1(b)(4)(ii) of the Income Tax Regulations or as otherwise provided by law. Investment tax credits with respect to any Company property shall be allocated to the Members pro rata in accordance with the manner in which Company profits are allocated to the Members under Section 10.1(A) of this Agreement, as of the time such property is placed in service. Recapture of any investment tax credit required by Section 47 of the Code shall be allocated to the Members in the same proportion in which such investment tax credit was allocated.

(H) Change of Pro Rata Interests. Except as provided in Sections 10.1(F) and 10.1(G) of this Agreement or as otherwise required by law, if the proportionate interests of the Members of the Company are changed during any taxable year, all items to be allocated to the Members for such entire taxable year shall be prorated on the basis of the portion of such taxable year which precedes each such change and the portion of such taxable year on and after each such change according to the number of days in each such portion, and the items so allocated for each such portion shall be allocated to the Members in the manner in which such items are allocated as provided in Section 10.1(A) during each such portion of the taxable year in question.

(J) Effect of Special Allocations on Subsequent Allocations. Any special allocation of income or gain pursuant to Sections 10.1(C) or 10.1(D) hereof shall be taken into account in computing subsequent allocations of income and gain pursuant to this Section 10.1 so that the net amount of all such allocations to each Member shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to the provisions of this Section 10.1 if such special allocations of income or gain under Section 10.1(C) or 10.1(D) had not occurred.

(K) Nonrecourse and Recourse Debt. Items of deduction and loss attributable to Member nonrecourse debt within the meaning of Section 1.7042(b)(4) of the Income Tax Regulations shall be allocated to the Members bearing the economic risk of loss with respect to such debt in accordance with Section 1.704-2(i)(1) of the Income Tax Regulations. Items of deduction and loss attributable to recourse liabilities of the Company, within the meaning of Section 1.752-2 of the Income Tax Regulations, shall be allocated among the Members in accordance with the ratio in which the Members share the economic risk of loss for such liabilities.

(L) State and Local Items. Items of income, gain, loss, deduction, credit and tax preference for state and local income tax purposes shall be allocated to and among the Members in a manner consistent with the allocation of such items for federal income tax purposes in accordance with the foregoing provisions of this Section 10.1.

Section 10.2 Accounting Matters. The Managers shall cause to be maintained complete books and records accurately reflecting the accounts, business and transactions of the Company on a calendar-year basis and using such cash, accrual, or hybrid method of accounting as in the judgment of the Management Committee or the Members, as the case may be, is most appropriate; provided, however, that books and records with respect to the Company's Capital Accounts and allocations of income, gain, loss, deduction or credit (or item thereof) shall be kept under U.S. federal income tax accounting principles as applied to partnerships.

Section 10.3 Tax Status and Returns. Any provision the contrary notwithstanding, solely for United States federal income tax purposes, each of the Members hereby recognizes that the Company may be subject to the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members.

Section 10.4 Manager shall File Tax Returns. The Manager shall prepare or cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Company with any taxing authority and shall make timely filing thereof. The Manager shall exercise commercially reasonable efforts, to prepare or cause to be prepared and delivered to each Member within ninety (90) days after the end of each calendar year a report setting forth in reasonable detail the information with respect to the Company during such calendar year reasonably required to enable each Member to prepare his or its federal, state and local income tax returns in accordance with applicable law then prevailing. Nonetheless, neither the Manager nor the Company shall be liable to any Member for failing to complete and deliver such tax information within said ninety (90) days and each Member acknowledges that they may have to file for an extension of time to file their personal tax returns.

ARTICLE 11 DISTRIBUTIONS

Section 11.1 Distributions.

- (A) Subject to the reasonably anticipated business needs and opportunities of the Company, taking into account all debts, liabilities and obligations of the Company then due, working capital and other amounts which the Manager deems necessary for the Company's business or to place into reserves for customary and usual claims with respect to such business, and subject also to any restrictions under applicable law (including, without limitation, any obligation to withhold and remit any amounts to any governmental authority), the Manager shall distribute the Distributable Cash to the Members in such amounts and at such times as determined by the Manager in its sole discretion which distributions, if made, shall be in accordance with the Preferred Allocation outlined in **Exhibit "2."** Distributions shall be begin six (6) months after funds are deployed and the Company shall strive to make quarterly payments by the fifteenth (15th) day of the following month, proportional to an Investor's Percentage Interest.
- (B) Without limiting the generality of Section 11.1(A), if and to the extent that the Company is earning income which will result in the Members being subject to income tax on their distributive share of the Company's income, minimum distributions shall be made to the Members in such amounts and at such times (but in no event later than March 31 each year) as shall be sufficient to enable the Members to meet United States income tax liability arising or incurred as a result of their participation in the Company. For the purposes of such distributions, it shall be assumed that the Members are taxable at combined U.S. federal individual, state and local rates of forty percent (40%). Any such distribution shall be made on a nondiscriminatory basis to all Members pro rata in accordance with their respective Percentage Interests. It is specifically recognized that in making a forty percent (40%) assumption regarding tax distributions, some Members may receive a distribution that is in excess of their actual tax liabilities, and some Members may receive a distribution that is less.

Section 11.2 Distribution upon Liquidation. Upon liquidation of the Company, distributions shall be remitted to the Members to the extent and in proportion with their aggregate Capital Contributions until the aggregate amount distributed to such Members in accordance with this Section 11.2 is sufficient to provide for a return of such Members' Capital Contributions by the Company. After all Capital Contributions have been returned to the Class C Members and Class D Members, any remaining funds shall be distributed as set forth above in Section 11.1.

Section 11.3. Form of Distributions.

(A) No Member, regardless of the nature of the Member's Capital Contribution, has any right to demand and receive any distribution from the Company in any form other than money. No Member may be compelled to accept a distribution of any asset in kind.

(B) Without limiting the generality of Section 11.3(A), the Manager may, with the consent of the Member receiving the distribution, distribute specific property or assets of the Company to one or more Members.

Section 11.4. Restriction on Distributions. No distribution shall be made if, after giving effect to the distribution the Company would not be able to pay its debts as they become due in the usual course of business.

Section 11.5 Basis of Manager Discretion. The Manager may base a determination that a distribution is not prohibited on any of the following:

- (A) financial statements prepared based on accounting practices and principles that are reasonable in the circumstances;
- (B) A fair valuation; or
- (C) Any other method that is reasonable in the circumstances.

The effect of a distribution is to be measured as of the date the distribution is authorized if the payment is to occur within thirty (30) days after the date of authorization, or the date payment is made if it is to occur more than thirty (30) days after the date of authorization.

Section 11.6 Return of Distributions. Members and Assignees who receive distributions made in violation of the Act or this Agreement shall return such distributions to the Company. Except for those distributions made in violation of the Act or this Agreement, no Member or Assignee shall be obligated to return any distribution to the Company or pay the amount of any distribution for the account of the Company or to any creditor of the Company. The amount of any distribution returned to the Company by a Member or Assignee or paid by a Member or Assignee for the account of the Company or to a creditor of the Company shall be added to the account or accounts from which it was subtracted when it was distributed to the Member or Assignee.

Section 11.7 Withholding from Distributions. To the extent the Company is required by law to withhold or to make tax or other payments on behalf of or with respect to any Member, the Company may withhold such amounts from any distribution and make such payments as so required. For purposes of this Agreement, any such payments or withholdings shall be treated as a distribution to the Member on behalf of whom the withholding or payment was made.

Section 11.8 754 Election. In the event of a distribution of property to a Member, the death of an individual Member or a transfer of any interest in the Company permitted under the Act or this Agreement, the Company may, in the discretion of the Manager upon the written request of the transferor or transferee, file a timely election under Section 754 of the Code and the Income Tax Regulations thereunder to adjust the basis of the Company's assets under Section 734(b) or 743(b) of the Code and a corresponding election under the applicable provisions of state and local law, and the person making such request shall pay all costs incurred by the Company in connection therewith, including reasonable attorneys' and accountants' fees.

ARTICLE 12

TRANSFER OF INTERESTS; ADMISSION OF MEMBERS

Section 12.1 Transfer of Interests.

(A) No Person shall be admitted as a Member of the Company by assignment or sale of a Class C Member's Interest or Class D Member's Interest unless the Manager shall have approved the admission of such Person as a new Member in writing; such approval may be withheld, conditioned or delayed in Manager's sole and absolute discretion. At a minimum, such purchaser or assignee must execute this Agreement prior to being admitted as a Member.

(B) No Person shall be admitted to the Company as a new Member contributing new capital without the approval of the Manager. Manager approval under this section shall be presumed if the new Member is admitted through a securities offering, and the Member and Manager follow the securities offering's subscription procedures.

(C) Upon the admission of a new Member contributing new capital in accordance with the Act and this Agreement, at the discretion of the Manager, there may be a special closing of the books solely for the purpose of determining the value of the Company's assets on such date by whatever method the Manager, in their sole and absolute discretion, consider reasonable, and the Capital Accounts of the existing Members may be adjusted based upon their Percentage Interests in the determined asset value. The new Member shall pay in their Capital Contribution, the Company shall establish a Capital Account which shall be credited with the Capital Contribution of the new Member.

(D) The closing of any acquisition of any Interests hereunder shall occur at the principal office of the Company. The assignor, assignee, and Manager shall designate a closing date and time as may be agreed upon by the three parties.

(E) This Section 12.1 and the rights conferred hereunder shall not apply (a) in any merger, acquisition, sale of voting control or sale of substantially all of the Company's assets; or (b) to any Redemption, Withdrawal, or Involuntary Transfer under Article 4.

(F) Subject to the restrictions set forth in this Section 12.1, certificates evidencing interests in the Company may be transferred by a written instrument of transfer signed by the transferor and containing the name and address of the transferee satisfactory in form and substance to the Company. If there are no certificates, the Company will maintain a record of the transfer.

Section 12.2 Payment of Purchase Price. The payment of any purchase price shall be in cash.

Section 12.3 Restrictions on Transfer of the Membership Interests by Law. If there are restrictions imposed by federal or state law on the transfer of the Class B Units, the Members agree that they will refrain from engaging in such a transfer until the restriction(s) by law is lifted or no longer applies. Any such transfer while there is a restriction imposed by law will be void *ab initio*. It is the duty of the Member, not the Manager, to ensure there are no restrictions on transfer imposed by law. The Member waives any claims and indemnifies the Manager against Member's claims or the purported transferee, derived from a void transfer transaction. Manager's approval in writing pursuant to Section 12.1 has no effect on this Section 12.3's waiver and indemnification.

ARTICLE 13

ACCOUNTING, RECORDS, REPORTING TO AND BY MEMBERS

Section 13.1 Books and Records. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with the accounting methods followed for United States federal income tax purposes. The books and records of the Company shall reflect all the Company's transactions and shall be appropriate and adequate for the Company's business. The Company shall maintain all of the following:

(A) A current list of the full name and last known business or residence address of each Member and Assignee, together with the Capital Contributions, Capital Accounts, and Percentage Interests of each Member or Assignee;

(B) A copy of the Articles of Organization and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which the Articles of Organization or any amendments thereto have been executed;

(C) Copies of the Company's U.S. federal, state and local income tax or information returns and reports, if any, and any tax returns or reports filed by or on behalf of the Company in any other jurisdiction;

(D) A copy of this Agreement and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments thereto have been executed;

(E) Copies of the financial statements of the Company as is required by law;

(F) Copies of all Company contracts;

(G) The accounting records of the Company, including, without limitation, checks, cancelled checks, bank statements, ledgers, invoices and similar records.

Section 13.2 Delivery to Members for Inspection. Upon the request of any Member for purposes reasonably related to the interest of that Person as a Member, the Manager shall promptly deliver to the requesting Member, at the expense of the requesting Member, a copy of the information required to be maintained under Sections 13.1(A), 13.1(B), 13.1(D) and 13.1(E) and a copy of this Agreement. Any inspection or copying by a Member under this Article 13 may be made by that Person or that Person's attorney.

Section 13.3 Right to Inspect. Each Member and Manager has the right, upon reasonable request for purposes reasonably related to the interest of the Person as Member or Manager, to:

(A) inspect and copy during normal business hours any of the Company records described in Sections 13.1(A), 13.1(B), 13.1(D) and 13.1(E) of this Agreement; and,

(B) obtain from the Manager, promptly after their becoming available, a copy of the Company's U.S. federal, state and local income tax or information returns and reports and any tax returns and reports filed in any other jurisdiction for each fiscal year of the Company.

Section 13.4 Preparation of Financial Reports. The Manager shall be responsible for the preparation of financial reports of the Company and for the coordination of financial matters of the Company with the Company's accountants. Annual compiled financial statements shall be prepared that include a statement showing any item of income, gain, deduction, credit or loss allocable for U.S. federal income tax purposes pursuant to the terms of this Agreement.

Section 13.5 Filings. The Manager, at the Company's expense, shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities. The Manager, at the Company's expense, shall also cause to be prepared and timely filed, with the appropriate federal and state regulatory and administrative bodies, amendments to or restatements of, the Articles of Organization and all filings or reports required to be filed by the Company with those entities under the Act or other then-current applicable laws, rules, and regulations. The Manager's failure to file such reports/filings shall not be deemed a breach of this Agreement if the Manager determines that not filing such reports/filings is in the interest of the Company. Such determination shall be in the sole discretion of the Manager.

Section 13.4 Bank Accounts. The Manager shall maintain the funds of the Company in one or more separate bank accounts in the name of the Company and shall not permit the funds of the Company to be commingled in any fashion with the funds of any other Person. In the event the Company is unable to obtain bank accounts, the funds of the Company may be held as determined by the Manager.

Section 13.5 Accounting Decisions and Reliance on Others. All decisions as to accounting matters, except as otherwise specifically set forth herein, shall be made by the Manager. The Manager may rely upon the advice of the Company's accountants as to whether such decisions are in accordance with accounting methods followed for U.S. federal income tax purposes or for purposes of any other jurisdiction in which the Company does business or is required to file tax returns or reports under applicable law.

ARTICLE 14 DISSOLUTION AND LIQUIDATION

Section 14.1 Dissolution. Subject to the provisions of the Act or the Articles of Organization, the Company shall be dissolved and its affairs wound up upon the first to occur of the following:

- (A) At the time specified in the Articles of Organization; or
- (B) Upon the sale of substantially all of the assets of the Company, as authorized by the Manager.

Upon the occurrence of any of the events of dissolution as stated in this Section 14.1 of this Agreement, the Company shall cease to engage in any further business, except to the extent necessary to perform existing obligations, and shall wind up its affairs and liquidate its assets. The Manager shall appoint a liquidating agent who shall have sole authority and control over the winding up and liquidation of the Company's business and affairs and shall diligently pursue the winding up and liquidation of the Company. As soon as practicable after his or her appointment, the liquidating trustee shall cause to be filed a statement of intent to dissolve as required by the Act.

Section 14.2 No Distributions until the Distribution Date. During the course of liquidation, the Members shall continue to share profits and losses, but there shall be no cash distributions to the Members until the Distribution Date (as defined in Section 14.3).

Section 14.3 Liabilities. Liquidation shall continue until the Company's affairs are in such condition that there can be a final accounting, showing that all fixed or liquidated obligations and liabilities of the Company are satisfied or can be adequately provided for under this Agreement. When the liquidating agent has determined that there can be a final accounting, the liquidating agent shall establish a date (not to be later than the end of the taxable year of the liquidation, i.e., the time at which the Company ceases to be a going concern as provided in Section 1.704-1(b)(2)(ii)(g) of the Income Tax Regulations, or, if later, ninety (90) days after the date of such liquidation) for the distribution of the proceeds of liquidation of the Company (the "Distribution Date"). The net proceeds of liquidation of the Company shall be distributed to the Members as provided in Section 14.2 not later than the Distribution Date.

Section 14.4 Termination. Subject to the rights of Members, the affirmative vote of not less than two-thirds (2/3) of the votes cast at a quorate general meeting of all Members, voting together as a single class at meeting specifically called for such purpose, will be required in order for the Company to take action to authorize:

- (i) the sales, lease or exchange of all, or substantially all, of the property or assets of the Company; or
- (ii) the dissolution of the Company.

Section 14.5 Wind-Up. Upon dissolution and termination, the Manager or liquidating agent, as the case may be, shall wind up the affairs of the Company, shall sell or wind up all the Company assets as promptly as consistent with obtaining, insofar as possible, the fair value thereof after paying all liabilities, including all costs of dissolution. The proceeds from the liquidation of the assets of the Company and collection of the receivables of the Company, together with the assets distributed in kind, to the extent sufficient therefore, shall be applied and distributed in the following descending order of priority:

- (A) To the payment and discharge of all of the Company's debts, liabilities, and expenses of the Company, including liquidation expenses;
- (B) To the creation of any reserves which the Manager deems necessary or reasonable for any contingent of unforeseen liabilities or obligations of the Company;
- (C) To the payment and discharge of all of the Company's debts and liabilities owing to Members, but if the amount available for payment is insufficient, then pro rata in proportion to the amount of the Company debts and liabilities owing to each Member; and
- (D) To all the Members in the proportion of their respective positive Capital Accounts, as those accounts are determined after all adjustments to such accounts for the taxable year of the Company during which the liquidation occurs as are required by this Agreement and Income Tax Regulations § 1.704-1(b), such adjustments to be made within the time specified in such Income Tax Regulations;
- (E) In accordance with Section 11.1 of this Agreement.

Section 14.6 Filings for Termination. Upon dissolution and liquidation of the Company, the liquidating agent shall cause to be executed and filed with the Secretary of State of the State of Nevada, Articles of Termination in accordance with the Act.

ARTICLE 15 INDEMNIFICATION

Section 15.1 Indemnification Proceeding Other than by Company.

(A) The Company shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that the Person is or was a Manager, Member, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a manager, member, shareholder, director, officer, partner, trustee, employee, or agent of any other Person, joint venture, trust or other enterprise, against expenses, including reasonable attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding.

(B) Section 15.1(A) indemnification shall only apply if the Person acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and that, with respect to any criminal action or proceeding, he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 15.2 Indemnification: Proceeding by Company.

(A) The Company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in the Company's favor by reason of the fact that the Person is or was a Manager, Member, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a Manager, member, shareholder, director, officer, partner, trustee, employee, or agent of any other Person, joint venture, trust, or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by the Person in connection with the defense or settlement of the action or suit if the Person acted in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company.

(B) Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Company or for amounts paid in settlement to the Company, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 15.3 Mandatory Indemnification. To the extent that a Manager, Member, officer, employee, or agent of the Company has been successful on the merits or otherwise in defense of any action, suit or proceeding described in this Article 15, or in defense of any claim, issue or matter therein, he or she must be indemnified by the Company against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense.

Section 15.4 Authorization of Indemnification. Any indemnification under Sections 15.1 and 15.2, unless ordered by a court or advanced pursuant to Section 15.5, may be made by the Company only as authorized in the specific case upon a determination that indemnification of the Manager, Member, officer, employee, or agent is proper in the circumstances. The determination must be made by the Manager; or if the person seeking indemnity is the Manager by independent legal counsel selected by the Manager in a written opinion; or by a vote of the majority of Percentage Interests in the Company. The Manager has sole discretion which method to choose. The Manager may choose more than one method.

Section 15.5 Mandatory Advancement of Expenses. The expenses of the Manager, Members and officers incurred in defending a civil or criminal action, suit or proceeding must be paid by the Company as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Manager, Member, or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the Company. The provisions of this Section 15.5 do not affect any rights to advancement of expenses to which personnel of the Company other than Managers, Members, or officers may be entitled under any contract or otherwise.

Section 15.6 Effect and Continuation.

The indemnification and advancement of expenses authorized in or ordered by a court pursuant to Sections 15.1 – 15.5:

(A) unless ordered by a court pursuant to Section 15.2 or for the advancement of expenses made pursuant to Section 15.5, may not be made to or on behalf of any Member, Manager or officer if a final adjudication establishes that his or her acts or omissions involved intentional misconduct, breach of fiduciary duty as limited through this Agreement, fraud, or a knowing violation of the law and was material to the cause of action.

(B) continues for a person who has ceased to be a Member, Manager, officer, employee or agent and inures to the benefit of his or her heirs, executors, and administrators.

Section 15.8 Repeal or Modification. Any repeal or modification of this Article 15 by the Members of the Company shall not adversely affect any right of a Manager, Member, officer, employee, or agent of the Company existing hereunder at the time of such repeal or modification.

**ARTICLE 16
DEFAULTS AND REMEDIES**

Section 16.1 Defaults. If a Member materially defaults in the performance of his or its obligations under this Agreement, and (a) such default is not cured within ten (10) days after written notice of such default is given by a Manager to the defaulting Member for a default that can be cured by the payment of money, or (b) within thirty (30) days after written notice of such default is given by a Manager for any other default. Except for claims by non-defaulting Members that cannot be waived under the Act against a defaulting Member, only the Manager may bring a claim on behalf of the Company for the default of a Member.

Section 16.2 Remedies. If a Member fails to perform his or its obligations under this Agreement, the Company shall have the right, in addition to all other rights and remedies provided herein, to bring the matter to arbitration. The award of the arbitrator in such a proceeding may include an order for specific performance by the defaulting Member of his or its obligations under this Agreement, an award for damages for payment of sums due to the Company or to one or more Members and/or may result in the defaulting Member's expulsion. Upon expulsion, a Member shall no longer have any ongoing rights, but shall be entitled to pro rata allocation and distribution of profits, if any, for the remainder of the Fiscal Year of the expulsion.

**ARTICLE 17
MISCELLANEOUS**

Section 17.1 Entire Agreement. This Agreement constitutes the entire agreement between the Members with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No party hereto shall be liable or bound to the other in any manner by any warranties, representations or covenants with respect to the subject matter hereof except as specifically set forth herein. This shall not apply to subscription agreements executed by Members pursuant to a securities offering.

Section 17.2 Amendments.

(A) This Agreement may be amended only by the affirmative vote of at least seventy five percent (75%) of each outstanding class of Members, except clerical or ministerial amendments that may be approved unilaterally by the Class A Member. All amendments shall be in writing. Prior to any vote on amendment, the Manager must first approve the amendment and propose the amendment to the Members.

(B) The Articles of Organization may be amended by the affirmative vote of seventy-five percent (75%) of all Members. Any such amendment shall be in writing and shall be executed and filed in accordance with the Act.

Section 17.3 No Waiver. A waiver, amendment or modification of any term or condition of this Agreement must be in writing and signed by the party against whom the waiver, amendment or modification is sought to be enforced. No waiver by any party of any breach hereunder shall be deemed a waiver of any other breach or any subsequent breach.

Section 17.4 Representation of Shares of Companies or Interests in Other Entities. The Manager is authorized to vote, represent, and exercise on behalf of this Company all rights incident to any and all shares of any other company or companies, or any interests in any other Person, in the name of this Company. The authority herein granted to said Manager to vote or represent on behalf of this Company may be exercised by the Manager in person or by any other person authorized so to do by proxy or power of attorney duly executed by said Manager.

Section 17.5 Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

Section 17.6 Severability. If any provision of this Agreement is rendered or declared illegal, invalid or unenforceable by reason of any existing or subsequently enacted legislation or by the final judgment of any court of competent jurisdiction all other provisions of this Agreement shall remain in full force and effect.

Section 17.7 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Nevada (without regard to conflicts of law principles).

Section 17.8 Choice of Venue. Any suit, legal action or proceeding involving any dispute or matter regarding, relating to or arising under this Agreement shall be brought solely in Scottsdale, Arizona. All parties hereby consent to the exercise of personal jurisdiction, and waive all objections based on improper venue and/ or *forum non conveniens*, in connection with or in relation to any such suit, legal action or proceeding.

Section 17.9 Mediation and Arbitration.

(A) **Mediation.** The parties agree to make a good faith effort to settle any dispute to this Agreement first through mediation administered under American Arbitration Association. In the event the parties are unable to agree on a mediator, American Arbitration Association shall appoint a mediator.

The mediation will be private and confidential. The parties and the mediator agree not to disclose or otherwise use suggestions, proposals, or offers obtained or disclosed during the mediation by any party or the mediator as evidence in any action at law or other proceeding, including a lawsuit or arbitration, unless authorized in writing by all other parties to the mediation or compelled by law. The mediator shall not transmit or otherwise disclose confidential information provided by one party to the other party unless authorized to do so by the party providing the confidential information.

The mediation shall be completed within 45 days after the mediator's retention. The parties must attend at least 2 mediation sessions before any party has the option to withdraw from the process.

(B) Arbitration. In the event mediation under Section 17.9(A) fails, any and all matters of dispute between the parties to this Agreement, whether arising from or related to the Agreement itself or arising from alleged extra-contractual facts prior to, during, or subsequent to the agreement, including, without limitation, fraud, misrepresentation, negligence, or any other alleged tort, shall be decided by arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association currently in effect and in accordance with Title 9 of the United States Code, unless the Parties expressly agree otherwise in writing. Notice of the demand for arbitration must be provided, in writing, to the other Party and must be made within twenty one (21) days after the dispute has arisen, time is of the essence. All statutes of limitation, which would otherwise be applicable in a judicial action brought by a Party, will apply to any arbitration or reference proceeding hereunder. The arbitration will be decided by a panel of three (3) arbitrators selected under the Commercial Arbitration Rules of the American Arbitration Association. Arbitration will be initiated and conducted in Clark County, Nevada. Said arbitration will occur within thirty (30) consecutive days after the Party demanding arbitration delivers the written demand on the other Party, unless the Parties mutually agree otherwise in writing. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of Nevada. The award rendered by the arbitrators will be in writing with written findings of fact and shall be final and binding on all Parties, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the Parties, no arbitration arising out of or relating to this Agreement or the parties' dealings may include, by consolidation, joinder or in any other manner, any person or entity not a Party to the Agreement under which such arbitration arises. The arbitration agreement herein among the Parties will be specifically enforceable under applicable law in any court having jurisdiction thereof. Neither Party will appeal such award nor seek review, modification, or vacation of such award in any court or regulatory agency.

The arbitrators will award to the prevailing Party, if any, as determined by the arbitrators, all of its Costs and Fees. "Costs and Fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses (such as copying and telephone), court costs, witness fees and attorneys' fees. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement.

Section 17.10 Payment of Legal Fees and Costs. In the event that a Member initiates or asserts any suit, legal action, claim, counterclaim or proceeding regarding, relating to or arising under this Agreement, the Units, or the Company, including claims under the U.S. federal or state securities laws; and (ii) does not, in a judgment on the merits, substantially achieve, in substance and amount, the full remedy sought or the equivalent is reached in settlement, then the Member shall be obligated to reimburse the Company and any parties indemnified by the Company for any and all fees, costs and expenses of every kind and description (including, but not limited to, all reasonable attorneys' fees, the costs of investigating a claim and other litigation expenses) that the Company and any parties indemnified by the Company may incur in connection with such Claim.

17.11 Notices. All notices, requests, demands and other communications given under or by reason of this Agreement shall be in writing and shall be deemed given (i) upon delivery when delivered in person, (ii) as of 2:00 p.m. on the day after being delivered to a nationally recognized overnight courier; (iii) upon transmission thereof and receipt of the appropriate answerback when delivered by facsimile transmission or by email; or (v) 72 hours after being placed in a depository of the United States mails when delivered by certified mail (return receipt requested), postage prepaid, addressed as follows (or to such other address as a party may specify by notice pursuant to this provision):

(a) If to the Company:
10869 N. Scottsdale Rd Suite 103 #150
Scottsdale, AZ 85254

OR

contact@quantumspacefund.com

(b) if to the Member, to the address and contact information provided by the Member to the Company from time to time. Each Member has the affirmative duty to inform the Company of any address and other contact information changes by October 1 of every year.

Section 17.12 Titles and Subtitles. The titles of the sections and paragraphs of this Agreement are for convenience only and are not to be considered in construing this Agreement.

Section 17.13 Currency. Unless otherwise specified, all currency amounts in this Agreement refer to the lawful currency of the United States of America.

Section 17.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when there exist copies hereof which, when taken together, bear the authorized signatures of each of the parties hereto.

Section 17.15 Preparation of Agreement. This Agreement has been prepared by Red Rock Securities Law Inc. an Arizona law firm (the "Law Firm"), counsel for the Company in the course of its representation of it, and:

(A) The Members have been advised to seek independent counsel or have had the opportunity to seek such representation;

(B) The Law Firm has not given any advice or made any representations to the members with respect to the tax consequences of this Agreement;

(C) The Members have been advised that the terms and provisions of this Agreement may have tax consequences and the Members have been advised by the Law Firm to seek independent counsel with respect thereto; and,

(D) The Members have been represented by independent counsel or have had the opportunity to seek such representation with respect to the tax consequences of this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, QUANTUM SPACE FUND, LLC, through its Manager and Class B Member hereby execute this Operating Agreement effective as of December 1, 2025.

QUANTUM SPACE FUND, LLC,
a Nevada limited liability company

Manager, Quantum Space GP Holdings, LLC

BY: _____
Lucas Entler, Founder and Principal
Manager of Quantum Space GP Holdings, LLC

Class B Member:

BY: _____
Lucas Entler, Founder and Principal
Quantum Space Founders Club, LLC

EXHIBIT "1"

Quantum Space Fund, LLC Operating Agreement

Schedule A

List of Members

Name	Address	Class	Amount	Capital Account
Quantum Space GP Holdings, LLC	10869 Scottsdale Rd Suite 103 #150, Scottsdale, AZ 85254	A	1,000	\$1,000
Quantum Space Founders Club, LLC	10869 Scottsdale Rd Suite 103 #150, Scottsdale, AZ 85254	B	1,000	\$1,000

Name	Address	Class C	Amount	Capital Account
TOTAL			1,500,000	

Name	Address	Class D	Amount	Capital Account
TOTAL			2,000,000	

EXHIBIT “2”

Operating Agreement for Quantum Space Fund, LLC

EXHIBIT 2

FORM OF JOINDER AGREEMENT

Reference is hereby made to the First Amended and Restated Operating Agreement, dated December 1, 2025 as amended from time to time (the “Operating Agreement”), between Quantum Space Fund, LLC, a Nevada limited liability company (the “Company”), Quantum Space GP Holdings, LLC, a Nevada limited liability company, its Manager and Class A Member, and Quantum Space Founders Club, LLC, a Class B Member. Pursuant to and in accordance with the Operating Agreement, the undersigned hereby acknowledges that it has received and reviewed a complete copy of the Operating Agreement and agrees that upon execution of this Joinder, such Person shall become a party to the Operating Agreement and shall be fully bound by, and subject to, all of the covenants, terms, and conditions of the Operating Agreement as though an original party thereto and, subject to the consent of the Manager, shall be deemed, and is hereby admitted as, a Member for all purposes thereof and shall be entitled to all the rights incidental thereto, and shall hold the status of a Class C Member or Class D Member, as applicable.

Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of [DATE].

[NEW MEMBER]

By _____

Name:

Title:

EXHIBIT “3”***Preferred Allocations and Distributions*****Preferred Allocations and Distributions from Distributable Cash**

All distributions, if any, made to Class C and Class D Members will be from Distributable Cash and in amounts and at times that are at the sole discretion of Manager.

Distributable Cash determined by the Manager to be distributed to Members shall be allocated and distributed as follows:

- First, one hundred percent (100%) of Distributable Cash shall be paid to Class C Members and Class D Members until they receive an amount equal to a prorated, non-compounded per annum internal rate of return of ten percent (10%) on their respective Capital Contribution (the “Class C Preferred Return” and “Class D Preferred Return”).
- Second, after the Class C Members have received their Class C Preferred Return and Class D Members have received their Class D Preferred Return for the specific year in its totality, fifty percent (50%) of Distributable Cash shall be paid to the Class C Members as a return of Capital Contributions and fifty percent (50%) of Distributable Cash shall be paid to the Class D Members as a return of Capital Contributions.
- Lastly, after all Capital Contributions are returned to Class C Members and to Class D Members through Distributable Cash and their respective Unrecovered Capital Contribution account balances are zero, Class A Members will receive ten percent (10%) of, Class B Members will receive ten percent (10%) of, Class C Members will receive forty percent (40%) of and the Class D Members will receive forty percent (40%) of any further Distributable Cash for the remaining life of the Company payable in amounts and at times that are at the sole discretion of Manager.

Exhibit 1A-4

QUANTUM SPACE FUND, LLC
a Nevada limited liability company**1,500,000 Class C Units of LLC Membership Interests**
REGULATION A SUBSCRIPTION AGREEMENT

This Subscription Agreement (the “**Subscription Agreement**”) is made as of the date set forth below by and between the undersigned (the “**Subscriber**”) and the Company and is intended to set forth certain representations, covenants and agreements between Subscriber and the Company with respect to the offering (the “**Offering**”) for sale by the Company of the Class C LLC Membership Interests as described in the Company’s offering circular (the “**Offering Circular**”), a copy of which has been delivered to Subscriber. The Class C LLC Membership Interests are also referred to herein as the “**Securities**” or “**Class C Units**.”

Investing in securities represented by the Class C Units of Quantum Space Fund, LLC, a Nevada limited liability company (the “**Company**”) involves significant risks. This investment is suitable only for persons who can afford to lose their entire investment and such investment could be illiquid for an indefinite period of time. No public market currently exists for the Class C Units and if a public market develops following this offering, it may not continue.

The Class C Units have not been registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or any state securities or blue sky laws and are being offered and sold in reliance on exemptions from the registration requirements of the Securities Act and state securities or blue sky laws. Although an offering statement has been filed with the Securities and Exchange Commission (the “**SEC**”), that offering statement does not include the same information that would be included in a registration statement under the Securities Act. The Class C Units have not been approved or disapproved by the SEC, any state securities commission or other regulatory authority, nor have any of the foregoing authorities passed upon the merits of this offering or the adequacy or accuracy of the offering circular or any other materials or information made available to subscriber in connection with this offering, through the online website platform at invest.quantumspacefund.com (the “**Platform**”), or the SEC’s EDGAR website at <https://www.sec.gov/edgar/search/>.

No sale may be made to persons who are not “accredited investors” if the aggregate purchase price is more than 10% of the greater of such investors’ annual income or net worth. The Company is relying on the representations and warranties set forth by each subscriber in this Subscription Agreement and the other information provided by subscriber in connection with this offering to determine compliance with this requirement.

Prospective investors may not treat the contents of this Regulation A+ Subscription Agreement, the offering circular or any of the other materials available (collectively, the “**Offering Materials**”) or any prior or subsequent communications from the Company or any of its affiliates, officer, employees or agents as investment, legal or tax advice. In making an investment decision, investors must rely on their own examination of the Company and the terms of this offering, including the merits and the risks involved. Each prospective investor should consult the investor’s own counsel, accountant and other professional advisor as to investment, legal, tax and other related matters concerning the investor’s proposed investment.

The Company reserves the right in its sole discretion and for any reason whatsoever to modify, amend and/or withdraw all or a portion of the offering and/or accept or reject in whole or in part any prospective investment in the Class C Units or to allot to any prospective investor less than the amount of Class C Units such investor desires to purchase.

Except as otherwise indicated, the Offering Materials speak as of their date. Neither the delivery nor the purchase of the Class C Units shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since that date.

ARTICLE I

SUBSCRIPTION

1.01 Subscription. Subject to the terms and conditions hereof, Subscriber hereby irrevocably subscribes for, and agrees to, purchase from the Company the number of Class C Units set forth on the Subscription Agreement Signature Page, and the Company agrees to sell such Class C Units to Subscriber at a minimum purchase of 1 (One) Class C Units for \$50.00 (Fifty Dollars) [Fifty Dollars (\$50.00) per Class C Unit] for the total amount set forth on the Subscription Agreement Signature Page (the “**Purchase Price**”), subject to the Company’s right to sell to Subscriber such lesser number of Class C Units as the Company may, in its sole discretion, deem necessary or desirable.

1.02 Delivery of Subscription Amount; Acceptance of Subscription; Delivery of Securities. Subscriber understands and agrees that this Subscription is made subject to the following terms and conditions:

(a) Contemporaneously with the execution and delivery of this Subscription Agreement through the Platform, Subscriber shall pay the Purchase Price for the Class C Units in the form of ACH debit transfer, wire transfer, or credit card payment. Your subscription is irrevocable. The Company selected a transfer agent company (the “**Transfer Agent**”) to process all such funds for Subscriber’s benefit until the earliest to occur of: (i) the Closing, (ii) the rejection of such subscription or (iii) the termination of the Offering by the Company in its sole discretion.

(b) Payment of the Purchase Price shall be (i) made by Subscriber via the Portal, (ii) received through the Transfer Agent, and (iii) held in an escrow account operated by the escrow agent the Company selected to hold funds (the “**Escrow Agent**”) until the minimum offering amount of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) is met (the “**Initial Closing**”). After the Initial Closing, the Subscriber’s payment may be accepted by the Company upon receipt (each a “Closing”)

(c) This subscription shall be deemed to be accepted only when this Subscription Agreement has been signed by an authorized officer or agent of the Company, and *the deposit of the payment of the Purchase Price for clearance will not be deemed an acceptance of this Subscription Agreement.*

(d) The Company shall have the right to reject this subscription, in whole or in part.

(e) The payment of the Purchase Price (or, in the case of rejection of a portion of the Subscriber’s subscription, the part of the payment relating to such rejected portion) will be returned promptly, without interest or deduction, if Subscriber’s subscription is rejected in whole or in part or if the Offering is withdrawn or canceled.

(f) Subscriber shall receive notice and evidence of the digital entry (or other manner of record) of the number of the Class C Units owned by Subscriber reflected on the books and records of the Company and verified by the Transfer Agent, which books and records shall bear a notation that the Class C Units were sold in reliance upon Regulation A+.

1.03 Operating Agreement. You have received and read a copy of the Company’s Operating Agreement (the “**Operating Agreement**”) and agree that your execution of this Subscription Agreement constitutes your consent to the Operating Agreement, and that upon acceptance of this Subscription Agreement by the Company, you will become a member of the Company as a holder of Class C Units. When this Subscription Agreement is countersigned by the Company, the Operating Agreement shall be binding upon acceptance of your subscription.

1.04 The Platform. The Offering is described in the Offering Circular, that is available through the online website platform invest.quantumspacefund.com, or the SEC’s EDGAR website at <https://www.sec.gov/edgar/search/>. Please read this Subscription Agreement, the Offering Circular, and the Operating Agreement. While they are subject to change, as described below, the Company advises you to print and retain a copy of these documents for your records.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER

By executing this Subscription Agreement, Subscriber (and, if Subscriber is purchasing the Securities in a fiduciary capacity, the person or persons for whom Subscriber is so purchasing) represents and warrants, which representations and warranties are true and complete in all material respects as of the date of each Closing Date:

2.01 Requisite Power and Authority. Such Subscriber has all necessary power and authority under all applicable provisions of law to execute and deliver this Subscription Agreement. All action on Subscriber's part required for the lawful execution and delivery of this Subscription Agreement has been or will be effectively taken prior to the Closing. Upon execution and delivery, this Subscription Agreement will be a valid and binding obligation of Subscriber, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

2.02 Investment Representations. Subscriber understands that the Securities have not been registered under the Securities Act. Subscriber also understands that the Securities are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Subscriber's representations contained in this Subscription Agreement. Subscriber is purchasing the Class C Units for Subscriber's own account. Subscriber has received and reviewed this Subscription Agreement, the Offering Circular and the Operating Agreement. Subscriber and/or Subscriber's advisors, who are not affiliated with and not compensated directly or indirectly by the Company or an affiliate thereof, have such knowledge and experience in business and financial matters as will enable them to utilize the information which they have received in connection with the Offering to evaluate the merits and risks of an investment, to make an informed investment decision, and to protect Subscriber's own interest in connection with an investment in the Class C Units.

2.03 Illiquidity and Continued Economic Risk. Subscriber acknowledges and agrees that there is no ready public market for the Securities and that there is no guarantee that a market for their resale will ever exist. Subscriber must bear the economic risk of this investment indefinitely and the Company has no obligation to list the Securities on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934, as amended) with respect to facilitating trading or resale of the Securities. Subscriber acknowledges that Subscriber is able to bear the economic risk of losing Subscriber's entire investment in the Securities. Subscriber also understands that an investment in the Company involves significant risks and understands all of the risk factors relating to the purchase of Securities.

2.04 Accredited Investor Status or Investment Limits. Subscriber represents that either:

(a) Subscriber is an “**Accredited Investor**” within the meaning of Rule 501 of Regulation D under the Securities Act; or

(b) The Purchase Price set out below, on the signature page of this Subscription Agreement, together with any other amounts previously used to purchase Securities in this Offering, does not exceed ten percent (10%) of the greater of the Subscriber’s annual income or net worth. Subscriber represents that to the extent it has any questions with respect to its status as an Accredited Investor, or the application of the investment limits, it has sought professional advice.

2.05 Additional Subscriber Information; Payment Information. Subscriber agrees to provide any additional documentation the Company may reasonably request, including documentation as may be required by the Company to form a reasonable basis that the Subscriber qualifies as an “accredited investor” as that term is defined in Rule 501 under Regulation D promulgated under the Act, or otherwise as a “qualified purchaser” as that term is defined in Regulation A promulgated under the Act, or as may be required by the securities administrators or regulators of any state, to confirm that the Subscriber meets any applicable minimum financial suitability standards and has satisfied any applicable maximum investment limits. Subscriber acknowledges that Subscriber’s responses to questions on the Platform (as defined in the Offering Circular) are true, complete and accurate in all respects. Payment information provided by Subscriber through the Platform is true, accurate and correct and such payment information shall be deemed to be a part of this Subscription Agreement as if, and to the same extent that, such information was set forth herein.

2.06 Company Information. Subscriber has read the Offering Circular filed with the SEC, including the section titled “**Risk Factors**.” Subscriber understands that the Company is subject to all the risks that apply to early-stage companies, whether or not those risks are explicitly set out in the Offering Circular. Subscriber acknowledges that no representations or warranties have been made to Subscriber, or to Subscriber’s advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.

2.07 Neither the Company nor the Platform is an Investment Adviser. Subscriber understands that neither the Company nor the Platform is registered under the Investment Company Act of 1940 or the Investment Advisers Act of 1940.

2.08 Valuation. Subscriber acknowledges that the price of the Securities was set by the Company on the basis of the Company's internal valuation and no warranties are made as to value. Subscriber further acknowledges that future offerings of Securities may be made at lower valuations, with the result that the Subscriber's investment will bear a lower valuation.

2.09 Domicile. Subscriber maintains Subscriber's domicile (and is not a transient or temporary resident) at the address shown on the signature page and provided on the Platform.

2.10 Power of Attorney. Any power of attorney of the Subscriber granted in favor of the Company contained in the Operating Agreement has been executed by the Subscriber in compliance with the laws of the state, province or jurisdiction in which such agreements were executed.

2.11 No Brokerage Fees. Other than commissions payable to Texture Capital, Inc., a licensed broker-dealer, as placement agent, there are no claims for brokerage commission, finders' fees or similar compensation in connection with the transactions contemplated by this Subscription Agreement or related documents based on any arrangement or agreement binding upon Subscriber. Subscriber will indemnify and hold the Company harmless against any liability, loss or expense (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses) arising in connection with any such claim.

2.12 Foreign Investors. If Subscriber is not a United States person (as defined by Section 7701(a)(30) of the *Internal Revenue Code of 1986*, as amended), Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Subscription Agreement, including (a) the legal requirements within its jurisdiction for the purchase of the Securities, (b) any foreign exchange restrictions applicable to such purchase, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. Subscriber's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

2.13 Terms and Conditions of the Platform. Subscriber acknowledges that it has read, understands and agrees to the terms and conditions, privacy policy and disclaimers on the Platform.

2.14 Transfer Restrictions. Subscriber acknowledges and agrees that the Class C Units are subject to restrictions on transfer as described in the Operating Agreement. The Class C Units shall bear a digital or physical restrictive legend in substantially the following form (and a stop transfer order may be placed against transfer of such certificates or instruments):

THE SECURITIES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO SIGNIFICANT RESTRICTIONS ON TRANSFER PURSUANT TO THE COMPANY'S OPERATING AGREEMENT AND THE SUBSCRIPTION AGREEMENT PURSUANT TO WHICH THESE SECURITIES WERE ORIGINALLY SOLD. ANY PURPORTED TRANSFER IN VIOLATION OF SUCH PROVISIONS SHALL BE VOID, AB INITIO.

ARTICLE III

SURVIVAL; INDEMNIFICATION

3.01 Survival; Indemnification. All representations, warranties and covenants contained in this Subscription Agreement and the indemnification contained herein shall survive (a) the acceptance of this Subscription Agreement by the Company, (b) changes in the transactions, documents and instruments described herein which are not material or which are to the benefit of Subscriber, and (c) the death or disability of Subscriber. Subscriber acknowledges the meaning and legal consequences of the representations, warranties and covenants in Article II hereof and that the Company has relied upon such representations, warranties and covenants in determining Subscriber's qualification and suitability to purchase the Securities. Subscriber hereby agrees to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents and controlling persons, from and against any and all losses, claims, damages, liabilities, expenses (including attorneys' fees and disbursements), judgments or amounts paid in settlement of actions arising out of or resulting from the untruth of any representation of Subscriber herein or the breach of any warranty or covenant herein by Subscriber. Notwithstanding the foregoing, however, no representation, warranty, covenant or acknowledgment made herein by Subscriber shall in any manner be deemed to constitute a waiver of any rights granted to it under the Securities Act or state securities laws.

ARTICLE IV

MISCELLANEOUS PROVISIONS

4.01 Captions and Headings. The Article and Section headings throughout this Subscription Agreement are for convenience of reference only and shall in no way be deemed to define, limit or add to any provision of this Subscription Agreement.

4.02 Notification of Changes. Subscriber agrees and covenants to notify the Company immediately upon the occurrence of any event prior to the consummation of this Offering that would cause any representation, warranty, covenant or other statement contained in this Subscription Agreement to be false or incorrect or of any change in any statement made herein occurring prior to the consummation of this Offering.

4.03 Assignability. This Subscription Agreement is not assignable by Subscriber, and may not be modified, waived or terminated except by an instrument in writing signed by the party against whom enforcement of such modification, waiver or termination is sought.

4.04 Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns, and the agreements, representations, warranties and acknowledgments contained herein shall be deemed to be made by and be binding upon such heirs, executors, administrators, successors, legal representatives and assigns.

4.05 Obligations Irrevocable. The obligations of Subscriber shall be irrevocable, except with the consent of the Company, until the consummation or termination of the Offering.

4.06 Entire Agreement; Amendment. This Subscription Agreement states the entire agreement and understanding of the parties relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written. No amendment of the Agreement shall be made without the express written consent of the parties.

4.07 Severability. The invalidity or unenforceability of any particular provision of this Subscription Agreement shall not affect any other provision hereof, which shall be construed in all respects as if such invalid or unenforceable provision were omitted.

4.08 Notices. All notices and communications to be given or otherwise made to the Subscriber shall be deemed to be sufficient if sent by electronic mail to such address as set forth for the Subscriber at the records of the Company (or that you submitted to us via the Platform). You shall send all notices or other communications required to be given hereunder to the Company via email at info@quantumspacefund.com, with a copy sent either certified mail or another traceable form of delivery to the Company at the following address:

Quantum Space Fund, LLC
10869 Scottsdale Rd., Suite #103#150
Scottsdale, AZ 85154
Attention: Investor Relations

Any such notice or communication shall be deemed to have been delivered and received on the first business day following that on which the electronic mail has been sent (assuming that there is no error in delivery). As used in this Section, “business day” shall mean any day other than a day on which banking institutions in the State of Nevada are legally closed for business.

4.09 Counterparts. This Subscription Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

4.10 Subscription Procedure. Each Subscriber, by providing his or her information, including name, address and subscription amount, and clicking “accept” and/or checking the appropriate box on the Platform (“Online Acceptance”), confirms such Subscriber’s information and his or her investment through the Platform and confirms such Subscriber’s electronic signature to this Subscription Agreement. Each party hereto agrees that (a) Subscriber’s electronic signature as provided through Online Acceptance is the legal equivalent of his or her manual signature on this Subscription Agreement and constitutes execution and delivery of this Subscription Agreement by Subscriber, (b) the Company’s acceptance of Subscriber’s subscription through the Platform and its electronic signature hereto is the legal equivalent of its manual signature on this Subscription Agreement and constitutes execution and delivery of this Subscription Agreement by the Company and (c) each party’s execution and delivery of this Subscription Agreement as provided in this Section 4.10 establishes such party’s acceptance of the terms and conditions of this Subscription Agreement.

4.11 Consent to Electronic Delivery of Tax Documents. Please read this disclosure about how the Company will provide certain documents that it is required by the Internal Revenue Service (the “IRS”) to send to you (the “Tax Documents”) in connection with your Class C Units. Tax Documents provide important information you need to complete your tax returns. Tax Documents include Form 1099 and/or Form K-1. Occasionally, the Company is required to send you CORRECTED Tax Documents. Additionally, the Company may include inserts with your Tax Documents. The Company is required to send Tax Documents to you in writing, which means in paper form. When you consent to electronic delivery of your Tax Documents, you will be consenting to delivery of Tax Documents, including corrected Tax Documents and inserts, electronically instead of in paper form. By executing this Subscription Agreement on the Platform, you are consenting in the affirmative that the Company may send Tax Documents to you electronically and acknowledging that you are able to access Tax Documents from the site. If you subsequently withdraw consent to receive Tax Documents electronically, a paper copy will be provided. Your consent to receive the Tax Documents electronically continues for every tax year until you withdraw your consent. You can withdraw your consent before the Tax Documents are furnished by mailing a letter including your name, mailing address, effective tax year, and indicating your intent to withdraw consent to the electronic delivery of Tax Documents to the Company at:

Quantum Space Fund, LLC
10869 Scottsdale Rd. Suite 103#150
Scottsdale, AZ 85154
Attention: Investor Relations

If you withdraw consent to receive Tax Documents electronically, a paper copy will be provided. You must keep your e-mail address current with the Company. You must promptly notify the Company of a change of your email address. If your mailing address, email address, telephone number or other contact information changes, you may also provide updated information by contacting the Company.

4.12 Electronic Delivery of Information. Subscriber and the Company each hereby agree that all current and future notices, confirmations and other communications regarding this Subscription Agreement, the Operating Agreement and future communications in general between the parties, may be made by email, sent to the email address of record as set forth in this Subscription Agreement or as otherwise from time to time changed or updated and disclosed to the other party, without necessity of confirmation of receipt, delivery or reading, and such form of electronic communication is sufficient for all matters regarding the relationship between the parties. If any such electronically sent communication fails to be received for any reason, including but not limited to (i) such communications being diverted to the recipients spam filters by the recipients email service provider, (ii) due to a recipient's change of address, or (iii) due to technology issues by the recipients service provider, the parties agree that the burden of such failure to receive is on the recipient and not the sender, and that the sender is under no obligation to resend communications via any other means, including but not limited to postal service or overnight courier, and that such communications shall for all purposes, including legal and regulatory, be deemed to have been delivered and received. No physical, paper documents will be sent to you, and if you desire physical documents then you agree to be satisfied by directly and personally printing, at your own expense, the electronically sent communication(s) and maintaining such physical records in any manner or form that you desire.

Exhibit 1A-8

SUBSCRIPTION ESCROW AGREEMENT

This ESCROW AGREEMENT ("Agreement") is made and entered into as of September 30, 2025 by and among Quantum Space Fund, LLC, a Nevada Limited Liability Company, (the "Company"), Texture Capital, Inc., a Delaware Corporation, (the "Managing Broker-Dealer") and Encore Bank, a Arkansas chartered bank (in its capacity as escrow holder, "Escrow Agent").

RECITALS

This Agreement is being entered into in reference to the following facts:

- A. The Company intends to offer and sell to prospective investors ("Investors"), as disclosed in its offering materials, in a registered offering pursuant to the Securities Act of 1933, as amended, or exemption from registration under such act (i.e. Regulation A+, CF, D or S) (the "Offering"), the equity, debt, or other securities of the Company (the "Securities"), in the minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "Minimum Offering Amount") and a maximum of Seventy-Five Million Dollars (\$75,000,000.00) (the "Maximum Offering Amount"), as described in the Company's disclosure materials the Subscription Agreement (as defined below) applicable to the Offering.
- B. In connection with the Offering, the Company and Managing Broker-Dealer desire to establish an Escrow Account (as defined below) with Escrow Agent on the terms and subject to the conditions set forth herein.
- C. Company and Managing Broker Dealer request that Escrow Agent serve as the escrow agent and Escrow Agent is willing to serve as the escrow agent in accordance with the terms and conditions set forth in this Escrow Agreement.

ARTICLE 1 - ESCROW FUNDS

1.1 Appointment of Escrow Agent. The Company hereby appoints Escrow Agent to act as escrow holder for the Escrow Funds (as defined below) under the terms of this Agreement. Escrow Agent hereby accepts such appointment, subject to the terms, conditions, and limitations hereof.

1.2 Establishment of Escrow. Immediately following Escrow Agent's execution of this Agreement, Escrow Agent will:

- (a) open a non-interest-bearing checking account with Encore Bank, as depository (the "Escrow Account"), for the purpose of receiving and holding the proceeds of the Offering (net of any fees and/or holdbacks, the "Escrow Funds").

1.3 Payments.

- (a) Each Investor will be instructed by the Company and the Managing Broker-Dealer to pay a predetermined Payment as indicated on the applicable Subscription Agreement or an Investment Portal website hosted by or on behalf of the Company (the "Site"), in the form of a credit card, check, wire transfer, or ACH payment payable to the order of "Encore Bank, as Escrow Agent for Quantum Space Fund, LLC. Following receipt of an Investor's Payment, the Managing Broker-Dealer will review, via the Site; (i) the Investor's name, address, and total purchase price to be remitted for the Securities to be purchased by the Investor (the "Total Purchase Price"), and (ii) the Payment (together, the "Proposed Investments"). The Managing Broker-Dealer will advise the Company with respect to the Proposed Investments, pursuant to the Company's engagement of the Managing Broker-Dealer.

(b) Upon the Company's review and acceptance of the Proposed Investments, the Payments shall be automatically released to the Escrow Account as Escrow Funds, subject to any payment processing fees and/or holdbacks determined by the Managing Broker-Dealer.

(c) Escrow Agent shall have no obligation to accept Escrow Funds or documents from any party other than the Investors, the Managing Broker-Dealer or the Company. Any checks that are made payable to a party other than Escrow Agent shall be returned to the party submitting the check, and if received by the Company shall not be remitted to Escrow Agent. Proceeds in the form of wire or other electronic funds transfers are deemed deposited into the Escrow Account and considered "Collected Funds" when received by Escrow Agent. Any Payments tendered in the form of a check, draft or similar instrument are deemed deposited when the collectability thereof has been confirmed in the reasonable business judgement of Escrow Agent; after such time, such Payments are considered "Collected Funds." Escrow Agent shall have no duty or responsibility to enforce the collection or demand payment of any funds deposited into the Escrow Account. Should any check be deemed uncollectible for any reason, Escrow Agent will notify the Company and Managing Broker-Dealer of the amount of such return check, the name of the Investor, the reason for return, and return the check to the Investor.

(d) Escrow Agent will hold all Escrow Funds in escrow and such monies shall not become the property of the Company, any Investor, or the Managing Broker-Dealer, unless and until the conditions set forth in this Agreement to disbursement of such monies have been fully satisfied.

(e) The Escrow Funds shall be disbursed by Escrow Agent from the Escrow Account by wire transfer to the appropriate payee(s) in accordance with the provisions of this Agreement.

(f) Escrow Agent shall not be required to take any action under this Section 1.3 or any other section hereof until it has received proper written instruction from the Company and the Managing Broker-Dealer. Such written instructions from the Company shall be signed by an Authorized Representative (as defined below) of the Company. Except as otherwise expressly contemplated herein, all parties hereby direct and instruct Escrow Agent to accept any payment or other instructions provided by the Company, and Escrow Agent shall have no duty or obligation to authenticate such payment or other instructions or the authorization thereof. Escrow Agent shall not be required to release any funds that constitute Escrow Funds unless the funds represented thereby are Collected Funds.

1.1 Investments.

(a) The Escrow Fund will be held by Escrow Agent in a deposit account at Encore Bank, an Arkansas banking corporation (the "Escrow Account") or another deposit account at such bank as set forth in any subsequent written instruction signed by Company and Managing Broker Dealer. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice. If interest-bearing, Escrow Agent shall not be obligated to pay any particular yield or rate of return on the Escrow Fund. Any investment earnings and income on the Escrow Fund shall become part of the Escrow Fund and shall be disbursed in accordance with this Escrow Agreement.

(b) To the extent not previously provided, to facilitate opening of the Escrow Account, each of Company and Managing Broker Dealer agree to provide all documents and information necessary to for Encore Bank to establish the Escrow Account in accordance with its usual business practices.

1.4 Cancellation of Subscriptions.

(a) The Company may cancel any Investor's offer to purchase Securities (the "Subscription"), in whole or in part. If all or any portion of the Total Purchase Price for such rejected or canceled Subscription has been delivered to Escrow Agent, then the Managing Broker-Dealer will inform Escrow Agent in writing of the rejection or cancellation and will either refund through the Site or instruct Escrow Agent to refund some or all of the Escrow Funds from the Escrow Account.

(b) All Subscriptions are irrevocable, and except as otherwise provided in the Investor's Subscription Agreement (the "Subscription Agreement"). No such Investor will have any right to cancel or rescind its Subscription, except as required under the law of any jurisdiction in which the Offering is made. In the event of conflicting claims to any Escrow Funds, Escrow Agent may elect to interplead the monies in accordance with Section 3.6 of this Agreement.

ARTICLE 2 - DISBURSEMENT PROCEDURES

2.1 Disbursement of Proceeds. Escrow Agent shall hold and disburse the Escrow Funds in accordance with the following procedures:

(a) Subject to the provisions of Section 2.1(b) through Section 2.1(f), in the event Escrow Agent receives Collected Funds for the Minimum Offering prior to the termination of this Agreement, and at any point thereafter, and from time to time, promptly after Escrow Agent's receipt of written instructions from both the Company and the Managing Broker-Dealer in the form of Exhibit "A" attached to this Agreement, Escrow Agent shall disburse by wire transfer the principal amount of all Escrow Funds then held by Escrow Agent, or such lesser amount as may be specified in such written instructions. Escrow Funds shall be distributed within two (2) business days of Escrow Agent's receipt of such written instructions, which must be received by Escrow Agent no later than 11:00 a.m. Central Time on a business day for Escrow Agent to process such instructions that business day.

(b) Escrow Agent shall continue to accept deposits of additional Payments until a date (the "Final Closing Date") which is the earlier of (i) the date on which Escrow Agent receives written notification, signed by an Authorized Representative of the Company, that the Company has accepted Subscriptions in the aggregate amount of the Maximum Offering Amount, or (ii) the date on which Escrow Agent receives written notification, signed by an Authorized Representative of the Company, of the Company's determination of a final closing date for receipt of Escrow Funds. Promptly from and after the Final Closing Date, Escrow Agent shall return directly to the Investor in the same method as the Investor caused payment pursuant to Section 1.3(a), the principal amount of any Escrow Funds received by Escrow Agent after the Final Closing Date and shall cease to accept any additional Escrow Funds.

(c) If the Company and the Managing Broker-Dealer give written notice to Escrow Agent of the termination or withdrawal of the Offering, in the form of Exhibit "B" attached hereto, then promptly after such notification, Escrow Agent shall return, as a complete distribution, each Investor's Escrow Funds held by Escrow Agent, without deduction, penalty, or expense to Investor to such Investor in the same method as the Investor caused payment pursuant to Section 1.3(a); provided, however, that to the extent an Investor's Escrow Funds were received by Escrow Agent from a merchant processor or a qualified intermediary, such funds shall be deducted by the merchant processor or returned to the qualified intermediary, as the case may be. In the event of the termination of the Offering pursuant to this Section 2.1(c), the Escrow Funds shall not, under any circumstance, be returned to the Managing Broker-Dealer or the Company. The Company represents, warrants, and agrees that the Escrow Funds returned to each Investor (or debited from the merchant processor or returned to such Investor's qualified intermediary) are and shall be free and clear of any and all claims of the Company and its creditors.

(d) If an Investor is entitled to terminate its Subscription, or the Company rejects such Subscription, for which Escrow Agent has received Escrow Funds, Escrow Agent shall, upon a written instruction signed by an Authorized Representative of each of the Company and Managing Broker Dealer, promptly return directly to such Investor that portion of the Escrow Funds associated with of such Investor that are held by Escrow Agent and specified in the written instruction. If Escrow Agent has not yet collected funds but has submitted the Investor's check for collection, Escrow Agent shall promptly return the funds in the amount of the Investor's payment to such Investor after such funds have been collected.

(e) If any date that is a deadline under this Agreement for giving Escrow Agent notice or instructions or for Escrow Agent to take action is not a business day, then such date shall be the business day that immediately precedes such date. A "business day" is any day other than a Saturday, Sunday or any other day on which banking institutions located in the state of Arkansas, are authorized or obligated by law or executive order to close.

ARTICLE 3 - GENERAL ESCROW PROCEDURES

3.1 Accounts and Records. Escrow Agent shall keep accurate books and records of all transactions hereunder. The Company and Escrow Agent shall each have reasonable access to one another's books and records concerning the Offering and the Escrow Account. Upon final disbursement of the Escrow Funds, Escrow Agent shall deliver to the Company an accounting of all transactions relating to the Escrow Account.

3.2 Duties. Escrow Agent's duties and obligations hereunder shall be determined solely by the express provisions of this Agreement. Escrow Agent's duties and obligations are purely contractual and ministerial in nature, and nothing in this Agreement shall be construed to give rise to any fiduciary obligations of Escrow Agent with respect to the Investors or to the parties to this Agreement. Without limiting the generality of the foregoing, Escrow Agent is not charged with any duties or responsibilities with respect to any documentation associated with the Offering and shall not otherwise be concerned with the terms thereof. Escrow Agent shall have no responsibility to ensure the Company's or the Managing Broker-Dealer's compliance with any laws in connection with the Offering. Escrow Agent is not required to solicit funds from the Company or any Investor in connection with this Agreement. Escrow Agent shall not be required to notify or obtain the consent, approval, authorization, or order of court or governmental body to perform its obligations under this Agreement, except as expressly provided herein. The parties agree that Escrow Agent shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

3.3 Liability Limited. Escrow Agent shall not be liable to anyone whatsoever by any reason of error of judgment or for any act done or step taken or omitted by Escrow Agent in good faith or for any mistake of fact or law or for anything which they may do or refrain from doing in connection herewith unless caused by or arising out of their own gross negligence or willful misconduct. In no event shall Escrow Agent be liable for any indirect, special, consequential damages, or punitive damages. Escrow Agent shall have no responsibility to ensure anyone's compliance with any securities laws in connection with the Offering, and Escrow Agent shall not be required to inquire as to the performance or observation of any obligation, term or condition under any other agreements or arrangements.

(a) Escrow Agent shall not be required to notify or obtain the consent, approval, authorization, or order of any court or governmental body to perform its obligations under this Escrow Agreement, except as expressly provided herein.

(b) Escrow Agent shall not be liable or responsible for: (i) the genuineness, sufficiency, correctness as to form, manner of execution or validity of any instrument or instruction provided to Escrow Agent, nor the identity, authority or rights of any person executing the same; (ii) any misrepresentation or omission in the Subscription Agreement or any failure to keep or comply with any of the provisions of any agreement, contract, or other instrument referred to therein; (iii) the failure of investor to deposit, or any delay in depositing, the Escrow Fund with Escrow Agent; (iv) any error of judgment or act taken or omitted to be taken in good faith; or (v) any conduct or omission unless such conduct or omission was as a result of Escrow Agent's gross negligence or willful misconduct.

(c) Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by Escrow Agent in accordance with the advice of counsel or other professionals retained or consulted by Escrow Agent. Escrow Agent shall be reimbursed as set forth in Section 3.4 for any and all compensation (fees, expenses and other costs) paid and/or reimbursed to such counsel and/or professionals. Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees. Escrow Agent shall not be responsible for the conduct of agents or attorneys appointed by it with due care. Nothing herein contained shall be deemed to impose upon the Escrow Agent any duty to exercise discretion, it being the intention hereof that the Escrow Agent shall not be obligated to act except upon written instructions or direction. The Escrow Agent shall not be liable for any action (or refraining from any action) taken by it in good faith and believed by it to be authorized or within the rights or powers conferred upon it in this Escrow Agreement.

(d) In no event shall Escrow Agent be liable for any indirect, special, consequential, or exemplary damages.

3.4 Fees. The Company shall pay Escrow Agent the fees based on the fee schedules attached hereto as Exhibits "C". In addition, the Company shall be obligated to reimburse Escrow Agent for all fees, costs and expenses incurred or that become due in connection with this Agreement or the Escrow Account, including reasonable attorneys' fees. Neither the modification, cancellation, termination or rescission of this Agreement nor the resignation or termination of Escrow Agent shall affect the right of Escrow Agent to retain the amount of any fee which has been paid, or to be reimbursed or paid any amount which has been incurred or becomes due, prior to the effective date of any such modification, cancellation, termination, resignation or rescission. Escrow Agent is hereby authorized by the Company to deduct any fees not timely paid, and any unpaid fees before final distribution of the Escrow Fund, from the Escrow Fund. To the extent Escrow Agent has incurred any such expenses, or any such fee becomes due, prior to any closing, Escrow Agent shall advise the Company and the Company shall direct all such amounts to be paid directly at any such closing.

3.5 Exculpation. Escrow Agent's duties hereunder shall be strictly limited to the safekeeping of monies, instruments or other documents received by Escrow Agent and any further responsibilities expressly provided in this Agreement. Escrow Agent will not be liable for:

(a) the genuineness, sufficiency, correctness as to form, manner or execution or validity of any instrument deposited in the Escrow, nor the identity, authority or rights of any person executing the same; any misrepresentation or omission in any documentation associated with the Offering or any failure to keep or comply with any of the provisions of any agreement, contract, or other instrument referred to therein; or

(b) the failure of the Managing Broker-Dealer any Investor to transmit, or any delay in transmitting, any Investor's Total Purchase Price to Escrow Agent.

3.6 Interpleader. If (i) conflicting demands are made or notice served upon Escrow Agent with respect to the escrow or (ii) Escrow Agent is otherwise uncertain as to its duties or rights hereunder, then Escrow Agent shall have the absolute right at its election to do either or both of the following:

(a) withhold and stop all further proceedings in, and performance of, this Agreement; or

(b) file a suit in interpleader and obtain an order from the court requiring the parties to litigate their several claims and rights among themselves. In the event such interpleader suit is brought, Escrow Agent shall be fully released from any obligation to perform any further duties imposed upon it hereunder, and the Company shall pay Escrow Agent actual costs, expenses and reasonable attorney's fees expended or incurred by Escrow Agent, the amount thereof to be fixed and a judgment thereof to be rendered by the court in such suit.

3.7 Indemnification and Contribution. The Company agrees to defend, indemnify and hold Escrow Agent and its affiliates and their respective directors, officers, agents ("Indemnified Parties") harmless from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of any kind or nature ("Damages") to the fullest extent permitted by law, from and against any Damages or liabilities related to or arising out of this Agreement which the Indemnified Parties may reasonably incur or sustain in connection with or arising out of the escrow or this Agreement and will reimburse the Indemnified Parties for all expenses (including attorneys' fees) as they are incurred by the Indemnified Parties in connection with investigating, preparing or defending any such action or claim whether or not in connection with pending or threatened litigation in which the Indemnified Parties is or are a party; provided, however, the Company will not be responsible for Damages or expenses which are finally judicially determined to have resulted from an Indemnified Party's gross negligence or willful misconduct. The provisions of this section shall survive the termination of this Agreement and any resignation of Escrow Agent.

3.8 Compliance with Orders. If at any time Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Escrow Funds (including but not limited to orders of attachment or any other forms of levies or injunctions or stays relating to the transfer of the Escrow Funds), Escrow Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, Escrow Agent shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

3.9 Resignation.

(a) Escrow Agent may resign as escrow holder hereunder upon thirty (30) days prior written notice to the Company and shall thereupon be fully released from any obligation to perform any further duties imposed upon it hereunder. Company and Managing Broker-Dealer shall promptly appoint a successor escrow agent. Escrow Agent will transfer all files and records relating to the Escrow and Escrow Account to any successor escrow holder mutually agreed to in writing by Company and Managing Broker-Dealer upon receipt of a copy of the executed escrow instructions designating such successor. If Company and Managing Broker-Dealer have failed to appoint a successor escrow agent prior to the expiration of fourteen (14) calendar days following the delivery of such notice of resignation from Escrow Agent, Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon Company and Managing Broker-Dealer. Company and Managing Broker-Dealer shall be jointly and severally liable for Escrow Agent's costs and expenses including attorneys incurred in such proceedings.

(b) In the case of a resignation of Escrow Agent, Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder. The successor escrow agent appointed by Company and Managing Broker-Dealer shall execute, acknowledge and deliver to Escrow Agent and the other parties an instrument in writing accepting its appointment hereunder. Thereafter, Escrow Agent shall deliver all of the then-remaining balance of the Escrow Funds, less any expenses then incurred by and unpaid to Escrow Agent, to such successor escrow agent in accordance with the joint written direction of Company and Managing Broker-Dealer and upon receipt of the Escrow Funds, the successor escrow agent shall be bound by all of the provisions of this Agreement.

3.10 Filings and Resolution. Concurrently or prior to the execution and delivery of this Agreement, the Company shall deliver to Escrow Agent a copy of its certificate of formation or other charter documents and all documents and information necessary to for Encore Bank to establish the Escrow Account in accordance with its usual business practices.

3.11 Authorized Representatives. The Company hereby identifies to Escrow Agent the officers, employees or agents designated on Schedule I attached hereto as an authorized representative (each, an "Authorized Representative") with respect to any notice, certificate, instrument, demand, request, direction, instruction, waiver, receipt, consent or other document or communication required or permitted to be furnished to Escrow Agent. Schedule I may be amended and updated by written notice to Escrow Agent. Escrow Agent shall be entitled to rely on such original or amended Schedule I with respect to any party until a new Schedule I is furnished by such party to Escrow Agent. The Managing Broker-Dealer hereby agrees that any of its officers, employees or agents shall have authority to sign any notice, certificate, instrument, demand, request, direction, instruction, waiver, receipt, consent or other document or communication required or permitted to be furnished to Escrow Agent.

3.12 Term. The term of this Agreement shall commence as of the date first above written and shall end on the date that all funds in the Escrow Account are disbursed pursuant to this Agreement and all reporting obligations specified herein have been satisfied.

3.13 Identification Number. The Company represents and warrants that (a) its Federal tax identification number ("TIN") specified on the signature page of this Agreement underneath its signature is correct and is to be used for 1099 tax reporting purposes, and (b) it is not subject to backup withholding. The Company shall provide Escrow Agent with the TIN and verification that the person or entity is not subject to backup withholding for any person or entity to whom interest is paid on any of the Proceeds, if applicable. Such verification may be evidenced by providing Escrow Agent with a Subscription Agreement containing appropriate language or a copy of a W-9.

3.14 Reliance. When Escrow Agent acts on any communication (including, but not limited to, communication with respect to the transfer of funds) sent by electronic transmission, Escrow Agent, absent gross negligence or willful misconduct, shall not be responsible or liable in the event such communication is not an authorized or authentic communication of the party involved or is not in the form the party involved sent or intended to send (whether due to fraud, distortion or otherwise). Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Company and the Managing Broker-Dealer agree to assume all risks arising out of the use of such electronic transmission to submit instructions and directions to Escrow Agent, including without limitation the risk of Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

3.15 Force Majeure. Escrow Agent shall not incur liability for not performing any act or not fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, pandemic or public health emergency, any act of God or war, terrorism or the unavailability of the Connect Account, the Federal Reserve Bank or other wire or communication facility).

ARTICLE4 - GENERAL PROVISIONS

4.1 Notice. Any notice, request, demand or other communication provided for hereunder to be given shall be in writing and shall be delivered personally, by certified mail, return receipt requested, postage prepaid, or by transmission by a telecommunications device (including email), and shall be effective (a) on the day when personally served, including delivery by overnight mail and courier service, (b) on the third business day after its deposit in the United States mail, and (c) on the business day of confirmed transmission by telecommunications device (including email). The addresses of the parties hereto (until notice of a change thereof is served as provided in this Section 4.1 shall be as follows:

To Company:

Quantum Space Fund, LLC
Attn: Lucas Entler
Email: lucas@calvanta.com
Address: 10869 N Scottsdale Rd, Suite 103 #150,
Scottsdale, AZ 85254
Phone: 424-281-8626

To Managing Broker Dealer:

Texture Capital, Inc.
Attn: Richard Johnson
Email: Richard@texture.capital
Address: 80 Broad Street, 5th Floor
New York, NY 10004
Phone: 917.319.4434

To Escrow Agent:

Encore Bank
Attn: Escrow Services Group
Email: TPE@bankencore.com
Address: 7800 Dallas Parkway Suite 155
Plano, Texas 75024

4.2 Amendments. Except as otherwise permitted herein, this Agreement may be modified only by a written amendment signed by the parties hereto, and no waiver of any provision hereof will be effective unless expressed in a writing signed by the parties hereto.

4.3 Wiring Instructions. In the event fund transfer instructions are given, such instructions must be communicated to Escrow Agent in writing delivered pursuant to Section 4.1. Escrow Agent shall seek confirmation of such instructions by telephone call-back to an Authorized Representative (in the case of the Company) or other authorized person, and Escrow Agent may rely upon the confirmations of anyone purporting to be the Authorized Representative or other authorized person so designated. Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Company to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. Escrow Agent may apply any of the Escrow Funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties to this Agreement acknowledge that such security procedure is commercially reasonable.

4.4 Notifications.

(a) Escrow Agent may, but need not, honor and follow instructions, amendments or other orders ("orders") which shall be provided by telephone facsimile transmission ("faxed") to Escrow Agent in connection with this Agreement and may act thereon without further inquiry and regardless of whom or by what means the actual or purported signature of the Company may have been affixed thereto if such signature in Escrow Agent's sole judgment resembles the signature of the Company. The Company indemnifies and holds Escrow Agent free and harmless from any and all liability, suits, claims or causes of action which may arise from loss or claim of loss resulting from any forged, improper, wrongful or unauthorized faxed order. The Company shall pay all actual attorney fees and costs reasonably incurred by Escrow Agent (or allocable to its in-house counsel), in connection with said claim(s).

(b) Furthermore, all parties hereby agree that all current and future notices, confirmations and other communications regarding this Agreement specifically, and future communications in general between the parties, may be made by email, sent to the email address of record as set forth above or, solely with regards to business in the normal course, as otherwise from time to time changed or updated, directly by the party changing such information, without necessity of confirmation of receipt, delivery or reading, and such form of electronic communication is sufficient for all matters regarding the relationship between the parties. If any such electronically-sent communication fails to be received for any reason, including but not limited to such communications being diverted to the recipients' spam filters by the recipients email service provider or technology, or due to a recipients' change of address, or due to technology issues by the recipients' service provider, the parties agree that the burden of such failure to receive is on the recipient and not the sender, and that the sender is under no obligation to resend communications via any other means, including but not limited to postal service or overnight courier, and that such communications shall for all purposes, including legal and regulatory, be deemed to have been delivered and received.

4.5 Assignment. Except as permitted in this Section 4.5, neither this Agreement nor any rights or obligations hereunder may be assigned by any party hereto without the express written consent of each of the other parties hereto. This Agreement shall inure to and be binding upon the parties hereto and their respective successors, heirs and permitted assigns. Any corporation into which Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which Escrow Agent will be a party, or any corporation succeeding to all or substantially all the business of Escrow Agent will be the successor of Escrow Agent hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

4.6 USA PATRIOT Act. The Company shall provide to Escrow Agent such information as Escrow Agent may reasonably require to permit Escrow Agent to comply with its obligations under the federal USA PATRIOT Act (Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001). Escrow Agent shall not make any payment of all or a portion of the Escrow Fund, to any person unless and until such person has provided to Escrow Agent such documents as Escrow Agent may require to permit Escrow Agent to comply with its obligations under such Act. Further, Company represents and warrants to Escrow Agent that it is not a hedge fund. If Company is a hedge fund that is not sponsored by a registered investment advisor, the Company agrees to enter into the form of Due Diligence Agreement provided by Escrow Agent.

4.7 Termination. This Agreement shall terminate when all the Escrow Funds have been disbursed or returned in accordance with the provisions of this Agreement.

4.8 Time of Essence. Time is of the essence of these and all additional or changed instructions.

4.9 Counterparts. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and said counterparts together shall constitute one and the same instrument.

4.10 Governing Law and Jurisdiction. This Agreement shall be governed by, and shall be construed according to, the laws of the State of Arkansas. The parties hereby irrevocably submit to the exclusive jurisdiction of the state courts of Little Rock, Arkansas or, if proper subject matter jurisdiction exists, the United States District Court for the Central District of Arkansas, in any action or proceeding arising out of or relating to this Agreement. Each party hereto further irrevocably consents to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to it by hand or by registered or certified mail, return receipt requested, in the manner provided for herein. Each party hereto hereby expressly and irrevocably waives any claim or defense in any such action or proceeding based on improper venue or *forum non conveniens* or any similar basis.

4.11 Waiver of Jury Trial TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CAN BE WAIVED, EACH PARTY HEREBY EXPRESSLY, INTENTIONALLY, AND CONSCIOUSLY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART UNDER, RELATED TO, BASED ON OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE (EACH, A "CLAIM"). ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 4.11 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. In the event that the waiver of jury trial set forth in the previous sentence is not enforceable under the law applicable to this Agreement, the parties to this Agreement agree that any Claim, including any question of law or fact relating thereto, shall, at the written request of any party, be determined by judicial reference pursuant to Arkansas law. The parties shall select a single neutral referee, who shall be a retired state or federal judge. In the event that the parties cannot agree upon a referee, the court shall appoint the referee. The referee shall report a statement of decision to the court. Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral or obtain provisional remedies. The parties shall bear the fees and expenses of the referee equally, unless the referee orders otherwise. The referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph. The parties acknowledge that if a referee is selected to determine the Claims, then the Claims will not be decided by a jury.

4.12 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement, except that the Indemnified Parties referenced in Section 3.7 shall be third-party beneficiaries of this Agreement.

4.13 Insurance on Accounts. The parties acknowledge their familiarity with the \$250,000 limitation on FDIC insurance of accounts held at a depository institution, which limitation applies on an aggregate basis for all accounts held by the same depositor at the same institution.

4.14 Use of Name. Neither the Company nor the Managing Broker-Dealer shall make any reference to Encore Bank in connection with the Offering except with respect to its role as Escrow Agent hereunder, and in no event will the Company or the Managing Broker-Dealer state or imply Escrow Agent has investigated or endorsed the Offering in any manner whatsoever.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement pursuant to due authority as of the date first set forth above.

Company:

Quantum Space Fund, LLC

/s/ Lucas Entler

By: Lucas Entler

Its: Chief Executive Officer

Tax ID No. 39-3694860

Managing Broker-Dealer:

Texture Capital, Inc.

/s/ Richard Johnson

By: Richard Johnson

Its: Chief Executive Officer

Tax ID No. 83-3406065

Escrow Agent:

Encore Bank

/s/ Scott Armstong

By: Scott Armstong

Its: SVP – Specialty Deposits Manager

EXHIBIT A
DISBURSEMENT NOTICE
DISBURSEMENT OF OFFERING PROCEEDS

To Escrow Agent:

Encore Bank, as Escrow Agent Attn: Escrow Servicing Group

(date)

Re: Escrow Account No. QSF2-4860

Dear Escrow Agent:

1. Reference is made to that certain Escrow Agreement dated as of September 30, 2025 by and among Quantum Space Fund, LLC, a Nevada Limited Liability Company, (the “Company”), Texture Capital, Inc., a Delaware Corporation, (the “Managing Broker-Dealer”) and Encore Bank, a Arkansas chartered bank (in its capacity as escrow holder, "Escrow Agent"). All terms used but not defined herein shall have the respective meanings given such terms in the Escrow Agreement.

2. The Company hereby certifies that the Company has received and accepted subscriptions with gross proceeds of at least \$.

3. You are hereby directed to disburse Escrow Funds in the amount of \$ to the [Company/Managing Broker Dealer] as follows:

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this statement as of the date first hereinabove set forth.

Company:

Quantum Space Fund, LLC

By: Lucas Entler
Its: Chief Executive Officer
Tax ID No. 39-3694860

Managing Broker-Dealer:

Texture Capital, Inc.

By: Richard Johnson
Its: Chief Executive Officer
Tax ID No. 83-3406065

Escrow Agent:

Encore Bank

By: Scott Armstong
Its: SVP – Specialty Deposits Manager

EXHIBIT B
DISBURSEMENT NOTICE
TERMINATION OF SUBSCRIPTION

To Escrow Agent:

Encore Bank, as Escrow Agent Attn: Escrow Servicing Group

(date)

Re: Escrow Account No. QSF2-4860

Dear Escrow Agent:

1. Reference is made to that certain Escrow Agreement dated as of September 30, 2025 by and among Quantum Space Fund, LLC, a Nevada Limited Liability Company, (the “Company”), Texture Capital, Inc., a Delaware Corporation, (the “Managing Broker-Dealer”) and Encore Bank, a Arkansas chartered bank (in its capacity as escrow holder, "Escrow Agent"). All terms used but not defined herein shall have the respective meanings given such terms in the Escrow Agreement.
2. The Company has terminated the Offering prior to the disbursement of offering proceeds pursuant to Section 2.1(d) of the Escrow Agreement.
3. You are hereby directed to disburse the Escrow Funds to the subscribers in accordance with Section 2.1(c) of the Escrow Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this statement as of the date first hereinabove set forth.

Company:

Quantum Space Fund, LLC

By: Lucas Entler
Its: Chief Executive Officer
Tax ID No. 39-3694860

Managing Broker-Dealer:

Texture Capital, Inc.

By: Richard Johnson
Its: Chief Executive Officer
Tax ID No. 83-3406065

Escrow Agent:

Encore Bank

By: Scott Armstong
Its: SVP – Specialty Deposits Manager

EXHIBIT C
SCHEDULE OF FEES

Acceptance Fee	INCLUDED
To cover the acceptance of the Escrow Agent's appointment, the study of the Escrow Agreement to which this <u>Exhibit C</u> is attached (the " <u>Escrow Agreement</u> "), and supporting documents submitted in connection with the execution and delivery thereof, and communication with other members of the working group.	
Annual Administration Fee	\$1,500
The annual administration fee covers maintenance of the Escrow Account including safekeeping of assets in each such account, normal administrative functions of the Escrow Agent, including maintenance of the Escrow Agent's records, follow-up of the Escrow Agreement's provisions, and any other safekeeping duties required by the Escrow Agent under the terms of the Escrow Agreement. Fee is based on the Escrow Amount being deposited in a non-interest-bearing deposit account, FDIC insured to the applicable limits.	
1099 Tax Preparation Fee	INCLUDED
To cover preparation and mailing of appropriate of Form 1099-INT, if applicable for the escrow parties for each calendar year.	
Incoming Wire Transaction Fees	INCLUDED
To cover the fee related to the processing of an incoming wire transaction to be posted to the Escrow Account.	
Outgoing Wire Transaction Fees	INCLUDED
To cover the fee related to the processing of an outgoing wire transaction to be disbursed from the Escrow Account.	
Any Other Transaction Fees	INCLUDED
To cover any required transaction fees, not covered above, for disbursements from the Escrow Account, including cash disbursements made via check and/or ACH payments to each of the Parties (as applicable), fees associated with postage and overnight delivery charges incurred by the Escrow Agent as required under the terms and conditions of the Escrow Agreement.	
Legal Fees	NA
Other Fees	
NOTE: Any other standard bank fees may apply. Please see current fee schedule for a summary of all bank fees.	
*Escrow fees due upon account opening. Disbursement fees may apply	
The Escrow Account Servicing Fee, if not paid at the time of final disbursement of the funds, may be debited by Escrow Agent from the balance remaining in the Escrow Account upon final disbursement of the funds.	

SCHEDULE I

ESCROW ACCOUNT SIGNING AUTHORITY

Authorized Representative(s) of Company

The undersigned certifies that each of the individuals listed below is an authorized representative of the Company with respect to any instruction or other action to be taken in connection with the Escrow Agreement and Encore Bank shall be entitled to rely on such list until a new list is furnished to Encore Bank.

Signature: _____
Print Name: _____
Title: _____
Phone: _____
Email: _____

Signature: _____
Print Name: _____
Title: _____
Phone: _____
Email: _____

The undersigned further certifies that he or she is duly authorized to sign this Escrow Account Signing Authority.

Signature: _____ **
Name: _____
Its: _____
Date: _____

**To be signed by corporate secretary/assistant secretary. When the secretary is among those authorized above, the president must sign in the additional signature space provided below. For entities other than corporations, an authorized signatory not signing above should sign this Escrow Account Signing Authority.

(Additional signature, if required)

Signature: _____
Name: _____
Its: _____
Date: _____

Exhibit 1A-11



A S S U R A N C E D I M E N S I O N S

— An AbitOs Company —

CONSENT OF INDEPENDENT AUDITOR

We consent to the use, in this Offering Circular on Form C of our independent auditor's report dated October 6, 2025, with respect to the audited balance sheet of Quantum Space Fund, LLC as of September 30, 2025, and the related statements of operation, members' equity, and cash flows for the period from August 4, 2025 (inception) to September 30, 2025, and the related notes to the financial statements.

Very truly yours,

4920 W Cypress Street, Suite 102
Tampa, FL 33607

December 4, 2025

ASSURANCE DIMENSIONS, LLC

also d/b/a McNAMARA and ASSOCIATES, LLC

TAMPA BAY: 4920 W Cypress Street, Suite 102 | Tampa, FL 33607 | Office: 813.443.5048 | Fax: 813.443.5053

JACKSONVILLE: 7800 Belfort Parkway, Suite 290 | Jacksonville, FL 32256 | Office: 888.410.2323 | Fax: 813.443.5053

ORLANDO: 1800 Pembroke Drive, Suite 300 | Orlando, FL 32810 | Office: 888.410.2323 | Fax: 813.443.5053

SOUTH FLORIDA: 3111 N. University Drive, Suite 621 | Coral Springs, FL 33065 | Office: 754.800.3400 | Fax: 813.443.5053

www.assurancedimensions.com

"Assurance Dimensions" is the brand name under which Assurance Dimensions, LLC including its subsidiary entities McNamara and Associates, LLC (referred together as "AD LLC") and AbitOs Advisors, LLC ("AbitOs Advisors"), provide professional services. AD LLC and AbitOs Advisors practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations, and professional standards. AD LLC is a licensed independent CPA firm that provides attest services to its clients, and AbitOs Advisors provides tax and business consulting services to their clients. AbitOs Advisors, and its subsidiary entities are not licensed CPA firms.

Exhibit 1A-12

December 3, 2025

Mr. Lucas Entler, Manager
Quantum Space Fund, LLC
10869 Scottsdale Rd. Suite 103#150
Scottsdale, AZ 85254

Re: Regulation A Offering

Dear Mr. Entler:

We have acted as counsel to Quantum Space Fund, LLC, a Nevada limited liability company (the “**Company**”), in connection with the filing of the Offering Statement on Form 1-A (the “**Offering Statement**”) pursuant to 17 CFR Part 230.251 et. seq. (“**Regulation A**”) promulgated under the Securities Act of 1933, as amended (the “**Securities Act**”).

The Offering Statement relates to the proposed issuance and sale (the “**Offering**”) by the Company of up to \$75,000,000 in LLC membership interests comprised of up to \$75,000,000 Class C Units (the “**Interests**”). We assume that the Interests will be sold as described in the Offering Statement pursuant to a Subscription Agreement (a “**Subscription Agreement**”), substantially in the form filed as an exhibit to the Offering Statement, to be entered into by and between the Company and each of the purchasers of the Interests.

In rendering the opinion set forth below, we have examined and relied upon originals or copies, certified or otherwise identified to our satisfaction, of the Offering Statement; the Certificate of Formation of the Company; the Certificate of Existence with Status in Good Standing; the Operating Agreement of the Company; and such corporate records, certificates of public officials and other documentation as we have deemed necessary or appropriate. We have assumed, without independent investigation, the genuineness of all signatures and the conformity to original documents of all documents submitted to us as certified, photostatic, reproduced, or conformed copies. As to certain matters of fact, both expressed and implied, we have relied upon representations, statements or certificates of officers of the Company.

Based upon the above, and subject to the stated assumptions, we are of the opinion that, when issued in accordance with the terms of the Offering Statement, the Interests will be duly authorized, validly issued, fully paid and non-assessable.

Our opinion set forth herein is limited to the limited liability company law of the State of Nevada and to the extent that judicial and regulatory orders or decrees or consents, approvals, licenses, authorizations, validations, filings, recordings or registrations for governmental authorities are relevant, to those required under such law. We express no opinion and make no representation with respect to any other laws or the law of any other jurisdiction.

We hereby consent to the filing of this opinion as an exhibit to the Offering Statement and Form 1-A and to any references to this firm in any prospectus contained therein. In giving this consent, we do not admit that we are experts within the meaning of Section 11 of the Securities Act or within the category of persons whose consent is required by Section 7 of the Securities Act.

Our opinion is expressly limited to the matters set forth above and we render no opinion, whether by implication or otherwise, as to any other matters relating to the Company or any other document or agreement involved with the issuance of the Interests. We assume no obligation to advise you of facts, circumstances, events or developments which may hereafter be brought to our attention, and which may alter, affect, or modify the opinions expressed herein.

Very truly yours,

Red Rock Securities Law, Inc.

/s Brian Geoghegan

Brian Geoghegan, Attorney
