

## Schedule 100

### **SERIES USDR 100**

Investment Opportunity: **US DOLLARS**

Symbol: **USDR**

Price: **\$1.00 US Dollar**

**Regolith Capital Statutory Trust** (the "Trust") is pleased to provide the opportunity to invest in US Dollars deposited with a United States Federally Insured financial institution (FDIC member Bank). The Trust aims to protect against possible losses caused by market downturns and global and economic instability.

## FUND SPECIFICATIONS

### **I. Investment Strategy and Return Objective**

The **REGOLITH CAPITAL USDR FUND** (the "Fund"), a series inside the Regolith Capital Statutory Trust seeks to achieve capital preservation. The Fund units issued and outstanding will be equal to the number of US Dollars and/or rights to fully convertible US Dollar instruments, held by the Fund at all times. One (1) unit in the Fund equals the participation in one (1) USD or USD equivalent instrument.

### **II. Fund Manager**

Management of this Series which is collectively the pool of assets from the participants thereof, shall be managed by the Trustee of Regolith Capital Statutory Trust, administered by a third party provider selected by the Trustee, and execution involving the assets in the Trust shall be managed by a third party provider to the Trust. All third party providers for administration and trade execution services shall be selected by the Trustee and may be changed by the sole decision of the Trustee.

### **III. Investment Policy**

**A.** Pursuant to the foregoing objectives, the Fund is structured as a **Money Market Fund** fund.

**B.** Allowable Investments: The Fund may invest in the following;

1. The Trust will acquire and hold a portfolio of US Dollars and equivalent US Dollar parity instruments with stores of value allowing participants to indirectly participate in the potential safety of the Funds value over time.
2. Primarily short-term tradable fixed-income instruments, issued or guaranteed by the US Government; marketable instruments that are traded in an organized exchange; investment outlets/ categories that FINRA allow.
3. Primarily short-term tradable fixed income securities issued, underwritten, or otherwise dealt by Regolith Group Inc. and/or any of its subsidiaries, affiliates, their successor-interest or assignees, their directors, officers, stockholders, and related interest, and any of their trust and fund managed accounts, under such terms and conditions as the Trustee may deem to be in the best interest of the Fund or any such instrument as may be allowed under SEC regulations.
4. Bank deposits, or tradable debt instruments.
5. Such other investments that are allowed under US laws and regulations.

**C.** The Fund shall be primarily invested in US Dollars and cash US Dollar equivalent instruments.

**D.** The Fund may avail of financial derivative instruments from time to time solely for the purpose of hedging risk exposures of the existing investments of the Fund in accordance with risk management and hedging policy duly approved by the Trustee.

#### **IV. Client Suitability**

Prior to the admission of participation, the participant shall complete a client suitability assessment.

Prior to the admission of participation, the participant shall complete a KYC process and sign a W-8 form as well as the Omnibus Participating Private Trust Agreement.

To the extent the offer and sale of the Fund pursuant to this Agreement is intended to be exempt from registration pursuant to Regulation S and/or Regulation D, each Participant severally and not jointly represents, warrants and agrees that such Participant:

- is not a U.S. Person, as such term is defined in Regulation S;
- is outside the United States at the time any order pursuant to this Agreement is originated and this Agreement is executed and delivered;
- if, for any reason, the participant is a US citizen and/or resident of the US, they must qualify as an accredited investor;
- will not, during the period commencing on the date of admission to the Trust and any or its individual series and ending on the six (6) months anniversary of such date, or such shorter period as may be permitted by Regulation S or other applicable securities law ("Compliance Period"), offer, sell, pledge or otherwise transfer the Securities in the United States, or to a U.S. Person, or to any other person outside the Trust and its specific series and without doubt will not attempt to transfer that might benefit a U.S. Person, or otherwise in a manner that is not in compliance with Regulation S.

#### **V. Qualified Participants Requirements, Restrictions and Risk Profile**

**A.** Participation in the Fund shall be open to all individuals of legal age and corporations that share the general investment objective of the Fund who want to have exposure in US stocks and who understand the investment risks involved when investing in US equities. Investment in the Fund shall be subject to a 6 (six) month minimum holding period from the date of admission / participation.

##### **B. Risk Factors:**

The value of the investment is based on the Net Asset Value per unit (NAVpu) of the Fund which uses a marked-to-market valuation and therefore may fluctuate daily or in some cases may not change for long periods of time. Investment in a private series trust holding various securities including instruments more commonly referred to as stores of value, does not provide guaranteed returns. Principal and earnings from investment in the Fund can be lost in whole or in part when the NAVpu at the time of redemption is lower than the NAVpu at the time of admission.

The Fund which shall be substantively invested in an undiversified portfolio of US Dollars and US Dollar equivalent instruments is exposed to the following risks:

- Investing in the Trust involves certain risks, including but not limited to:
- **Market Risk:** The value of the US Dollar and the Fund's investment in them can fluctuate based on market conditions, industry trends, and other factors beyond the Fund's control.

- **Regulatory Risk:** The regulatory landscape is evolving and may impact the Funds operations and the value of its units.
- **Liquidity Risk:** The Fund's ability to deposit and withdraw US Dollars from financial institutions may be limited from time to time, which could affect the Fund's ability to respond to market conditions or participant redemption requests.
- Investors are encouraged to review the risk factors outlined in the Trust documents and consult with their financial advisors before making any investment decisions.
- **Market/Price Risk.** This is the possibility for a participant to experience losses due to changes in market prices of securities (e.g., bonds, equities and other assets). It is the exposure to the uncertain market value of a portfolio due to price fluctuations. The value of assets and liabilities can fluctuate over a given time period because of general market conditions, economic changes or other events that impact large portions of the market such as political events, natural calamities, etc.
- **Offsetting/Hedging Risk.** This is the possibility for a participant to experience losses brought about by the inherent risks which the underlying investments are exposed to despite the use of a hedging instrument. Hedging is the act of reducing the exposure of the underlying investment from its risks. There is no guarantee that the effectiveness of a hedging instrument shall remain throughout the term of the underlying investment. Should the hedging instrument become ineffective, liquidating based on market prices may result in market losses.
- **Other Risks.** Additional risks are described in the Risk Disclosure document which is an integral part of participation in the Regolith Capital Statutory Trust.
- There is the possibility for a participant to experience losses due to the inability to sell or convert assets into transferrable cash immediately or in instances where conversion trading in securities with small or few outstanding issues, absence of buyers, limited buy/sell activity or an underdeveloped capital market. Securities in various investment vehicles, segregated portfolios and private trusts may be illiquid which may prevent the redemption of investments until they are converted to cash.

## **VI. Admission, Redemption and Withdrawal**

**A.** The minimum initial admission/participation in the Fund is USD \$100.00.

**B.** Minimum Maintaining Balance is USD \$1.00 for participants to maintain in the Fund. Any redemption to the participant's Fund which triggers the balance to fall below the minimum maintaining balance of USD \$1.00 shall be subject to the redemption policy stated below.

**C.** There is a minimum additional participation of at least USD \$100.00 for succeeding investments.

**D.** Admission occurs by transferring funds to the bank account of the Trust. A participant may alternatively deposit funds and/or in-kind fund equivalent assets to an approved agent such as an approved feeder fund or transfer agent only in cases where the provider of such services have been approved by the Trustee.

After the successful transfer of funds or assets, the participant will be credited with the corresponding units from the Fund.

**E. Price:** The price per unit will be indicated by the administrator of the Fund according to the prevailing price in the market. In general, the unit price of the Fund is set to be \$1 per unit at all times.

**F. Evidence of Participation –** Admission of the participant into this Series shall be evidenced by a separate confirmation of admission, which is issued by the administrator for this purpose. Any evidence of participation is non-negotiable and serves only to confirm the date of admission. The participant's NAVpu shall be based on the books and records provided by the administrator. The Trustee reserves the right to require the prior surrender of any evidence of participation upon redemption of units.

Notwithstanding the requirement for surrender, mere possession of the evidence of admission after redemption shall not be presumed or deemed as proof of non-payment of the participation.

**G.** The minimum holding period is 6 (six) months from the date of participation unless the participation units held by the participant are used for admission into another Series of the Trust. Any redemption/withdrawal made earlier than the required holding period may be subject to an early redemption fee.

#### **H. Withdrawal Rules**

Once a valid redemption request has been accepted by the administrator of the Fund, redemption and/or withdrawal of funds from the Trust may occur by accepting the terms provided by the administrator at the time of a valid redemption and withdrawal request. Typically this will be T+5 as described in the Trust documentation. For example, after redemption of units, the administrator will facilitate a transfer request and within 5 business days the Trust can transfer funds to the participant.

All banking charges will be paid for by the participant.

Any fees due to the Trustee will be calculated and deducted from the redemption value at the time of withdrawal request, if not earlier.

Funds sent to the participant following a valid redemption and withdrawal request can be sent only to the same account used by the participant at the time of admission. If the instruction will be different then the account funding the account at the time of admission, the administrator may assist to provide withdrawal funds to a different account name. But, there is no guarantee this can be resolved in a certain time period and solutions to avoid delays might require additional fees and signing of documentation to be provided by the administrator or third party service providers.

#### **I. Admission and Redemption Cut-off Time**

Valid Admission and Redemption notices received after 15:00 EST shall be considered as transactions for the next day. The Trustee maintains the ability to accept or reject admission and notices of redemption without the need for explanation.

#### **J. Customer Identification Program**

Please note that, in compliance with the USA PATRIOT Act of 2001, the administrator and/or Transfer Agent, if one is used, may verify certain information on your account application as part of the Fund's Anti-Money Laundering Program. You must supply all information requested, including but not limited to, your full name, date of birth, and tax ID number. If you are opening the account in the name of a legal entity (e.g., partnership, limited liability company, business trust, corporation, etc.), you must also supply the identity of the beneficial owners. If you do not supply the necessary information, the Fund administrator may not be able to open your account. The Fund also reserves the right to close the account within five business days if clarifying information/documentation is not received.

#### **VI. Admission and Redemption Prices.**

Admission and redemption prices shall be \$1.00 and be based on the prevailing market value of underlying investments of the Fund at that time, in accordance with existing rules and regulations on marking to market valuation of investment instruments.

#### **VII. Other Admission and Redemption Conditions.**

**A. Participation Conditions:** Applications to participate are subject to confirmation as to the amount of funds and the applicable NAVpu. The Trustee reserves the right to accept or reduce the amount of participation indicated in the admission request at its sole discretion. When admitted, the Participating Trust Agreement and the specific Series Schedule shall be made available to the participant on the day of

transaction (T+0) and/or a confirmation notice shall be made available to the participant within five (5) banking days after the transaction date (T+5).

**B. Series Schedule:** An attachment to the Participating Trust Agreement is made available for each participant for this Series of the Trust at the time not later than the admission date. Participants should familiarize themselves with the fees relating to this Series.

**C. Redemption Notice Period.** When redeeming, the notice of redemption is also the transaction date (T+0). The participant in the Trust may redeem participation on any banking day, subject to the redemption cut-off procedure, provided that notice of redemption in any form is acceptable to the Trustee. Requests for redemption shall be dealt with by the administrator in chronological order according to the day that notice is received. If it is impossible to redeem the units immediately, the redemption is carried out as soon as possible.

**D. Redemption Proceeds.** Proceeds of redemption shall be held in the Trust until a valid withdrawal request and/or admission request to any series in the Trust is made through the administrator. In the cases of a withdrawal request following a redemption of units, procedures for withdrawal described in a separate section of this document should be followed. Typically, a redemption request followed by a withdrawal request can take up to five (5) banking days after a valid redemption request is made (T+5).

**E. Early Redemption/withdrawal fee.** Redemptions/withdrawal requests made prior to the completion of the minimum one hundred eighty-three (183) calendar day holding period or redemption/withdrawal requests before 6 months holding period completion, can be subject to an early redemption fee or a hold on funds for withdrawal until the 6 month minimum hold period is met. The rules and procedure used to calculate early redemption fees can be found at the time of redemption and withdrawal request. If extraneous charges and/or restrictions apply, additional fees and expenses may be applied to transactions.

### **VIII. Suspension of Admission and Redemptions.**

The Trustee may temporarily suspend calculation of the NAV/NAVpu of the Fund, as well as admission to and redemption from the Fund, if it is unable to determine the NAVpu of the Fund due to any fortuitous event, such as fire, natural calamity, public disorder, or national emergency affecting the financial market resulting in the suspension of trading and consequently, the absence of available market prices of securities/instruments.

### **IX. Allocation and Distribution of Income**

Participants shall be entitled to income, profits, and losses with respect to its participation in the Fund on a pro rata and pari passu basis depending upon the number of units held by each Participant. The actual distribution or realization of income shall take place every time a redemption of units is made, to the extent of the number of units redeemed.

### **X. Net Asset Value Per Unit**

**A.** All assets of the Fund shall be marked to market daily in accordance with existing SEC rules and regulations on marking to market valuation of investment instruments.

**B.** Valuation Day shall mean any day in which banks are open for business in New York.

**C.** The value of the NAVpu at the start of the Fund's operation shall be 1 USD dollar (\$1.00).

**D.** The NAVpu is computed by dividing the Net Asset Value (NAV) of the Fund by the number of outstanding units. The NAV is derived from the summation of the market value of the underlying securities of the Fund plus accrued interest income less liabilities and qualified expenses. Gains from investment are realized when the NAVpu at the time of redemption is higher than the NAVpu at the time of participation.

E. The trustee shall calculate the NAV<sub>pu</sub> which shall be made available not less than monthly to participants by 8:00pm in New York on the last day of the month.

## **XI. Trust Fees**

Participation in this Series will be subject to the following fees.

**A. Annual Management Fee:** The Trust charges a **0%** annual management fee based on the net asset value (NAV) of the Trust. This fee covers the ongoing management and administration of the Trust's investments, including research, monitoring, and reporting.

**B. Carried interest:** The Trust's managers will be entitled to a **0%** Carried interest on any net profits generated from the sale or disposition of the Trust's investments. This fee aligns the interests of the managers with those of the participants and incentivizes the managers to maximize returns.

Please refer to Appendix I (IX. Trust Fee) of the Trust Declaration for detailed information on the fee structure and calculation methodology. The Trustee reserves its right to introduce or eliminate its Management Fee accordingly, in accordance with Article VIII Section 1 of the Declaration of Trust, for reasons including but not limited to persistently adverse market conditions, or the need to attract investment to achieve a critical mass for optimum investing. Participants should familiarize themselves with the Management Fee specific to each Series before entering a series of the Trust.

**C. Separate fees** may be charged for certain operations required to maintain the Fund in compliance with legislation. Notice of any additional fees shall be sent to the participants before actual fee charges are applied to NAV and participants may opt out before fees apply.

### **Other Information**

The Trust enters into contractual arrangements with various parties, including, among others, the Fund's investment adviser, administrator and distributor, who provide services to the Fund. Participants of the Fund are not parties to, or intended (or "third-party") beneficiaries of, any of those contractual arrangements, and those contractual arrangements are not intended to create in any individual participant or group of participants any right to enforce such contractual arrangements against the service providers or to seek any remedy under such contractual arrangements against the service providers, either directly or on behalf of the Trust.

This Series Supplement provides information concerning the Trust and the Fund that you should consider in determining whether to purchase units of the Fund. None of this supplement, the Trust Rules or any document used as an exhibit by the Trust, is intended to, nor does it, give rise to an agreement or contract between the Trust or the Fund and any investor, or give rise to any contract or other rights in any individual participant, group of participants or other person other than any rights conferred explicitly by federal or state securities laws that may not be waived.

The Trust may charge participants and pay for services to financial intermediaries, such as banks, broker-dealers, financial advisors, traders or other financial institutions, including affiliates of the Trust advisor and administrator, for sub-administration, sub-transfer agency and other shareholder services associated with participants series units representing assets held of record in omnibus accounts, other group accounts or accounts traded through registered securities clearing agents.

*Closing the Fund.* The Trustee retains the right to close the Fund (or partially close the Fund) to new admissions if it is determined to be in the best interest of participants. Based on market and Fund conditions, and in consultation with the adviser, the Trustee may decide to close the Fund to new participants, all investors or certain classes of investors/participants (such as fund supermarkets) at any time. If the Fund is closed to new admission it will continue to honor redemption requests according to

the redemption rules, unless the right to redeem units has been temporarily suspended as permitted by federal law.

Important Note: This document is for informational purposes only and does not constitute an offer to sell or a solicitation of an offer to buy any securities. The offering of units in the Trust is subject to the terms and conditions set forth in the Trust Declaration and all other supplements, addendums, appendixes and schedules which are integral parts of participation in the Trust. Potential participants should carefully review all documents and consult with their legal and financial advisors before making any investment decisions.

Please note that the fee structure is subject to change as outlined in the Trust documents.

Disclaimer: This Schedule contains forward-looking statements that involve risks and uncertainties. Actual results may differ materially from those projected in the forward-looking statements. The Trust undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise.

**YOU HEREBY VOLUNTARILY AND WILLINGLY AGREE TO COMPLY WITH ANY AND ALL APPLICABLE LAWS, REGULATIONS, THE TRUST RULES, TERMS AND CONDITIONS AS MAY BE AMENDED FROM TIME TO TIME, GOVERNING YOUR PARTICIPATION IN THE TRUST'S VARIOUS INVESTMENT VEHICLES, SERIES, SEGREGATED PORTFOLIOS AND PRIVATE TRUSTS AND THE SECURITIES THEY MAY INVEST IN.**