

Schedule 109

Series OPENSEA 109

Investment Opportunity: ***OPENSEA INC.***

Symbol: ***OPENSEA***

Overview:

Regolith Capital Statutory Trust (the "Trust") is pleased to provide the opportunity to invest in existing shares of **OpenSea Inc. ("OpenSea")**, a leading technology company in the digital online services industry. OpenSea operates a prominent NFT exchange and provides innovative digital asset trading solutions to a global customer base. The Trust aims to generate attractive returns for its investors by capitalizing on the growth potential of OpenSea.

FUND SPECIFICATIONS

I. Investment Strategy and Return Objective

The **REGOLITH CAPITAL OPENSEA FUND** (the "Fund"), a series inside the Regolith Capital Statutory Trust seeks to achieve investment returns that outperform the S&P 500. The Fund units issued and outstanding will be 1:1 with the number of Company shares and/or rights to fully paid Company shares at all times. One (1) unit of the Fund represents the participation in one (1) share of the Company.

II. Fund Manager and administrator

Investments of this Series shall be managed by the Trustee of Regolith Capital Statutory Trust or a separately appointed trustee, and administered by a third party provider selected by the Trustee. Additionally, execution involving the assets in this Series 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 an equity stock venture stage fund.

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

1. The Trust will acquire and hold a portfolio of existing shares and/or share equivalent rights of the Company, allowing investors to indirectly participate in the potential appreciation of the Company's 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 Investment Services LLC 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 securities issued by a single (1) Pre-IPO (late stage venture capital) company not yet listed on any stock exchange.

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.

E. This Series attempts to bind a private buyer/seller of Company shares or equivalent share rights at the time of admission/redemption into/from the Fund through share purchase and sales agreements (SPA) to achieve an equal number of Company shares held by the Fund to units issued by the Fund. Each unit is meant to represent one share or share equivalent in the Company. The Fund seeks to maintain equilibrium at all times.

IV. Client Suitability

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

Prior to the admission of participation, the participant shall complete a KYC process, sign a W-8 form and agree to all terms and conditions for admission to the Trust and all its series.

To the extent the offer and sale of the Securities 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 to US stocks and who understand the investment risks involved when investing in US investment products. Investment in the Fund shall be subject to a 6 (six) month minimum holding period from the date of admission / participation / redemption / withdrawal.

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 pooled asset series trust holding late stage venture capital securities or share right equivalent instruments including US Dollars 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 unlisted company shares of stock is exposed to the following risks;

- **Market Risk:** The value of the Company shares and the Trust's investment in them can fluctuate based on market conditions, industry trends, and other factors beyond the Trust's control.
- **Regulatory Risk:** The regulatory landscape for the industry in which the Company operates is evolving and may impact the Company operations and the value of its shares.
- **Liquidity Risk:** The Trust's ability to buy or sell the Company's shares may be limited, which could affect the Trust's ability to respond to market conditions or investor redemption requests.
- Investors are encouraged to review the risk factors outlined in the Trust Declaration 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 investment is 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 Trust.
- There is the possibility for a participant to experience losses due to the inability to sell or convert assets into 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 and Redemption

A. The minimum initial investment/participation in the Fund is USD \$100.00 or 100 units of Series 100 USDR of the Trust.

B. Admission into the Fund is done by redeeming Series 100 USDR units with the administrator of the Trust. Each USDR Series 100 unit may be swapped for one (1) unit of this Series.

C. Redemption from the Fund is done by redeeming the units in this Series in exchange for Series 100 USDR units.

D. Withdrawal from the Trust is done by first exchanging units in this Series with units in Series 100 USDR Fund and then completing the withdrawal process described in the schedule for Series 100 USDR Fund.

E. Minimum Maintaining Balance is \$1.00 for participants to be in the Fund. Any redemption by the participant which triggers the balance to fall below the minimum maintaining balance of USD \$1.00 shall be subject to the redemption policy.

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

G. Evidence of Participation – Admission of the participant into this series of the Trust shall be evidenced by a separate transaction confirmation provided by the administrator of the Fund at the time of Admission (Confirmation of Admission). Any evidence of participation is non-negotiable and serves only to confirm the date of admission and the amount at the time of admission. The Trustee reserves the right to require the prior surrender of any evidence of participation upon redemption of assets. 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.

H. The minimum holding period is 6 (six) months from the date of participation. Any redemption made earlier than the required holding period shall be subject to an early redemption fee as stipulated herewith.

I. Admission and Redemption Cut-off Time

Valid Admission and Redemption notices received after 15:00 EST during a US market trading session 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, a Transfer Agent, if one is used, will verify certain information on your account application as part of the Fund's Anti-Money Laundering Program. You must supply 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.

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

B. Price of admission and redemption is determined by the prevailing per unit price of the Series at the time of admission and redemption.

C. The NAVpu for this Series Fund can be found on the participant dashboard provided by the administrator of the Fund. Typically, the participants will be provided a downloadable app through Google Play and Apple Store. In cases where the participant does not have access through an online platform, the administrator can provide direct access through a chat application or e-mail or by direct message services through Telegram. Participants can contact the administrator directly in cases of confusion by email.

D. Prices may not be available due to redemption rules, slack of liquidity for Company shares and other factors.

E. If the Funds holdings are not tradable through exchanges or illiquid for other reasons, there may not be a price available for admission/redemption. If a price is not indicated through the administrators platform/portal/marketplace a participant shall have the right to indicate a desire for

admission/redemption by following the instructions available through their client dashboard. Instructions may vary from time to time and in some cases may not be available at all, but the ability to express desire for admission/redemption and rules for this process will follow the Trust rules and be managed by the administrator.

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 NAV. The Trustee reserves the right to accept or reduce the amount of participation indicated in the Application Form 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 the Confirmation Notice shall be made available to the participant within five (5) banking days after the transaction date (T+5).

B. Redemption Notice Period. When redeeming, the notice of redemption is also the transaction date (T+0). The participant in this Series 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 Trustee in chronological order according to the day that notice is received. If it is impossible to sell the assets immediately, the sale is carried out as soon as possible.

C. Redemption Proceeds. Proceeds of redemption shall be paid out of the Trust on the redemption settlement date of five (5) banking days after transaction date (T+5).

D. Early Redemption and fee. Redemptions made prior to the completion of the minimum one hundred eighty-three (183) calendar day holding period or which are requested before a liquidity event for a particular series has occurred, may be subject to an early redemption fee. The rules and procedure used to calculate early redemption fees can be found at the time of redemption. Additional charges may apply during the admission/redemption process.

VIII. Suspension of Admission and Redemptions.

The Trustee of the Series Fund may temporarily suspend calculation of the 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.

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 determined by the price of the Company shares in the market at that time.

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 NAVpu which shall be made available monthly to unitholders 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 can charges a **1%** annual management fee based on the net asset value (NAV) of the Fund. This fee covers the ongoing management and administration of the Trust's investments, including research, monitoring, and reporting.

B. Carried Interest: The Fund's managers will be entitled to a **20%** 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 and the calculation methods before entering the Fund.

C. Deal Fee: The Trustee shall charge a Deal Fee of 5 % of the Participant's capital upon admission to the Fund. The Deal Fee is charged for replenishment amount made into the Fund.

Other Information

The Trust enters into contractual arrangements with various parties, including, among others, the Fund's investment advisers, administrators and distributors 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 Fund.

The fund, the Adviser, any distributors, and/or their affiliates may pay intermediaries, which may include banks, broker-dealers, retirement plan sponsors, administrators, or service-providers (who may be affiliated with the Adviser or Distributor), for the sale of fund shares and related services. These payments may create a conflict of interest by influencing your intermediary and your investment professional to recommend the fund over another investment. Ask your investment professional or visit your intermediary's web site for more information.

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.

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Closing the Fund. The Trustee retains the right to close the Fund (or partially close the Fund) to new purchases if it is determined to be in the best interest of participants. Based on market conditions, and in consultation with the Adviser, the Trustee may decide to close the Fund to new investors, all investors or certain classes of investors (such as fund supermarkets) at any time. If the Fund is closed to new purchases 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 schedule 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 Fund is subject to the terms and conditions set forth in the Trust Declaration. Potential investors should carefully review the Trust Declaration and all other documents associated with the Trust 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 Declaration and other related Trust documents.

Disclaimer: This document 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 REGOLITH CAPITAL STATUTORY TRUST'S VARIOUS INVESTMENT VEHICLES, SERIES, SEGREGATED PORTFOLIOS AND PRIVATE TRUSTS AND THE SECURITIES THEY MAY INVEST IN.